

IN THE COUNTY COURT AT LIVERPOOL

CLAIM NO. E30LV132

BETWEEN:

MARC ANTON PAUL HORN

Claimant

AND

MR CARL WILLIAM MILLS (1)

MR ALLAN FREEMAN (2)

MR TONY FREEMAN (3)

MR ANDREW DIXON (4)

MR DAVID ROBERTS (5)

MR MICHAEL GUBBAY (6)

MR SIMON JOSEPH GUBBAY (7)

SOL LEVI (8)

MR MICHAEL PATTERSON (9)

MR DAVID CHOULES (10)

MR ANDREW JOHN BUCHANAN (11)

MR DECLAN LOWY (12)

MR NICK TELLWRIGHT (13)

Defendants

PARTICULARS OF CLAIM

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Statement of Truth

I believe that the facts stated in these Particulars of Claim are true.

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Abbreviations and general definitions

D# -	Defendant and (number reference as per the list on the claim).
E# -	SCHEDULE 6 Evidence and (number reference).
AFS -	E1 Agreement For Sale dated 23 June 2014.
CHLC -	AFS Companies House Legal Charge (E1)
CHLCE	Executed CHLC
DA -	Designated Account
GAM -	Grangeford Asset Management.
HB -	Harper Brooks (UK) Limited - the Management Company (renamed Hollinberry ...)
LRLC -	AFS Land Registry Legal Charge (E1)
LRLCE -	Executed LRLC
PCC -	Practical Completion Certificate.
PSDL -	Pinnacle Student Developments (Leeds) Limited.(D1) - the Seller (Liquidation)
PSBL -	Pinnacle Student Buyers (Leeds) Limited (D5) - the Company
PHD1 -	PHD1 Limited - the Contractor (Liquidation)
RGA -	Reserve Deposit Guarantee Account (AFS)
RGAAH -	Reserve Deposit Guarantee Account Asquith House
TL -	Tuscola (FC105) Limited, BVI
USL -	Urban Student Life - the Supervisor.

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A. The Authority, Lawful and Legal Basis of the Claim.

- 1) This matter is within the Claimant's rights and authority (SCHEDULE 1- Private Law - Living Humans In Person).
- 2) On the 23 June 2014 the Claimant entered the Agreement For Sale (**hereinafter AFS, Evidence E1**) for an off-plan student accommodation development with benefits of the leasehold of unit 609 (AFS 1.4), interest on the money (AFS 1.15 and 1.22) and a 5-year assured rental return (AFS 1.12).
- 3) **THE CLAIM IN SUMMARY** - The Trustees have failed to deliver their obligations to date, being
 - a) The claimant has not received the Leasehold of Unit 609, Austin Hall which still is not complete which should have been delivered by the 31 December 2015 (AFS 1.29).
 - b) Thereby the claimant not benefiting from the Interest payments on his money.
 - c) The claimant not benefiting from the 5-year assured rent.
 - d) Trust Property has been removed in breach of the AFS.
- 4) The Claimant has been unable to settle this dispute with the Defendants privately.
- 5) The Principal of 3 Notices was used (SCHEDULE 1- Private Law - Living Humans In Person, WHEREAS 5, Disputes - Claims, Authority to judge others), summarized as:
 - a) Notice of Liability - Opportunity to Cure, providing reasonable time to Defendants so that the facts can be established served 6 February 2018 with D6 as he has covenanted in the title absolute when purchasing the freehold to undertake and indemnify the claimant is ultimately responsible.
 - i) As D6 failed to respond the Notice was served to all Defendants on 10 February 2018.
 - b) Notice of Default - Opportunity to Cure, providing a reasonable time to Defendants so that the facts can be established, emailed 19 February 2018 and served on the 25 February 2018.
 - c) Notice of Default Judgement - Letter Before Action - Opportunity to Cure, providing a reasonable time to Defendants so that the facts can be established served on the 10 March 2018.
- 6) D5 failed to provide an adequate response and the remaining Defendants failed to respond, thereby perverting the course of justice by breaching their obligation to society, and the claimant in particular by denying the claimant his right to establish the facts to resolve disputed truths to resolve his dispute.
- 7) The AFS is a Trust Agreement (**C. The Agreement For Sale is a Private Trust Agreement**).
- 8) Thereby leaving the Claimant no option but to bring this private civil dispute for public resolution within the jurisdiction and competency of the High Court operating within the Rules

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of Equity and Trust Law (**SCHEDULE 2 - PUBLIC LAW, WHEREAS 1, If matters cannot be settled privately call a court - Public Law**), to establish the facts so as to be able to judge this matter.

- 9) The defendants include the original defendants who are the trustees being the named companies in the AFS whose respective obligations are detailed in **B. What Should have happened**), Defendants PSDL, PSBL, PHD1, USL & HB.
- 10) Additional joinder as trustees is through their share ownership / director collapsing the limited liability of the Company Trust resulting in them becoming trustees of their own wrong, Trustee de son Tort. Mara v Browne 1896 and liable in person.
 - a) Joinder to the Agreement For Sale as trustees of **D1, D2, D5, D7 and D9** is as shareholders (settlers and beneficiaries) and directors (trustees) of PSDL, PSBL, Wirral Solicitors, Grangeford Asset Management and HB is that by the legal and beneficial titles merging there is no longer a trust and thereby resulting in personal liability both as shareholder and as directors (**SCHEDULE 3 - The Corporate Veil - Shareholder Liability At Law, b) Companies are Express Trusts**) as trustees of their own wrong, Trustee de son Tort. Mara v Browne 1896.
 - b) Joinder of **TL and GAM** can only be established as a group and **D6 and D8** with Viaport Limited it is established up to 9 April 2014 before involvement with this claim.
 - c) Joinder of USL, Urban Lifestyle Management Limited (up to the 18 December 2017) and Inca Management Limited, **D10, D11, D12 and D13** where share ownership (Beneficial Title) and directorships (Control of Legal Title) collapse the company trust because of the merging of the titles to one resulting in personal liability both as shareholder and as directors (**SCHEDULE 3 - The Corporate Veil - Shareholder Liability At Law, b) Companies are Express Trusts**) as trustees of their own wrong, Trustee de son Tort. Mara v Browne 1896.
- 11) Joinder of **D3** liable in person is due to his actions as if he were a director of a company under the Companies Act 2006, Ch46, 1261 Minor Definitions: "director", thereby becoming a trustees of their own wrong, Trustee de son Tort. Mara v Browne 1896 (SCHEDULE 4. The misunderstood Corporate Veil - Directors Liability in person, 4)).
- 12) Joinder of **D4** liable in person is due to his actions as Managing Director of the Mason and Vaghan Limited and his 5 years in the group across all the "Pinnacle Group" cannot claim he did not have knowledge of the goings on. This would be negligence and no company would keep someone in a senior position for so long if they were ignorant of the goings on thereby becoming a trustees of their own wrong, Trustee de son Tort. Mara v Browne 1896 (SCHEDULE 4. The misunderstood Corporate Veil - Directors Liability in person, 4)).

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- 13) Additional joinder as trustees of their own wrong, Trustee de son Tort. Mara v Browne 1896 is established by the actions of the directors with the same criteria accepted to pierce the Corporate Veil - agency, group, sham or facade and fraud.
- 14) The groups established in Schedule 3 with the cross directorships shown in Schedule 6 Evidence E2, E3 and E4 establishes 3 groups as follows;
- a) **D3 Heading D1, D2, D4, D5 and D9 "Pinnacle Alliance"**
 - b) **D6 heading D7 and D8 Grangeford / Tuscola.**
 - c) **D10 heading D11, D12 and D13 "USL"**
 - d) Each company has joinder as a group and the directors have joinder in person with the claimant as Trustees named in the AFS, or as trustees of their own wrong.
 - e) Additionally joinder where defendants are liable in person for exceeding the delegated responsibility and fiduciary duties under Companies Act 2006 is detailed in D. What happened chronology - Claimed Breaches, where claimed breaches of the AFS additionally put them in breach of Companies Act 2006 and the evidence is presented in SCHEDULE 6 .
- 15) The Claimant is seeking remedy by an Order from the Court to Compel the performance of the Trustees as expressed hereinafter jointly to perform the outstanding obligations of the AFS as detailed in E. Summary of Claims and Remedy,

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B. What Should Have Happened - Defendants PSDL, PSBL, PHD1, USL & HB.

- 1) The AFS details the obligations of the parties summarized as follows;
 - i) The Claimant provides money in stages as detailed in the AFS (AFS 1.16 through 1.19) into a designated account (**hereinafter DA**) (AFS1.24, 5.1 to 5.4).
 - ii) The DA is held in Trust by Pinnacle Student Buyers (Leeds) Limited (**hereinafter PSBL**) (AFS 5.1)
 - iii) Pinnacle Student Development (Leeds) Limited (**hereinafter PSDL**) purchase the land (AFS 5.2.1) and provide 2 legal charges
 - a) A legal charge at the Land Registry (**hereinafter LRLC**, AFS 5.2.1, Schedule 3.),
 - b) A second legal charge at Companies House (**hereinafter CHLC**, AFS 5.2.1, Schedule 3.),
 - c) The LRLC and CHLC provide the freehold as security for the benefit of the claimant via PSBL, to hold in trust (AFS 5.1) until the secured obligations are completed (LRLC and CHLG Operative Provisions 4).
 - iv) PHD1 construct Austin Hall.
 - v) D9 as agent of Urban Student Living Limited (**hereinafter USL**) certifies interim payments.
 - vi) PSBL make payments as certified from DA.
 - vii) Once practical completion is reached it is certified by D9 as agent of USL (AFS 1.26),
 - viii) PSDL then issue the long term lease for Austin Hall unit 609 within 10 days of issuing the Practical Completion Certificate (**hereinafter PCC**) (AFS 1.10, 3.1.6) and
 - ix) PSDL procure the services of Harper Brooks (UK) Limited (**hereinafter HB**) who would manage unit 609 on behalf of the claimant for 5 years (AFS 3.1.4) and
 - x) PSDL would provide 5 years assured rent being the balance to make up shortfalls below the assured rent of £4770.00 per annum (AFS 1.12) if any from the rent collected by HB.
 - xi) Thereby completing the AFS (AFS 10.3),
 - xii) Thereby releasing of the legal charges and PSDL taking the freehold clear and any remaining monies from the DA as profit for organizing and managing the development.

“Equity looks to the intent, and will regard substance rather than form.”

“Under this maxim, throughout the whole of the substantive law, equity deals with a matter according to its actual substance, and regards mere form as a secondary consideration. It pierces through the shell of a thing to what is within: it does not suffer itself to be circumvented by formal devices. And so, in procedure, it will not permit a mere technicality to conceal the real position of the parties, nor any mere form to divert the action of the court away from the actual merits of the cause. Mere appearances and external form will be put aside and the real relations of the parties will be ascertained and examined: no form will avail if the substance is wanting, and the form will be disregarded if the substance exists. This is not to be taken, however, as any declaration that essential rules of procedure may be disregarded. It means only that rules, when they do not go to the

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substantial rights of one of the parties, in a given situation, are not to be allowed to subvert, to mere technical form, the actual right of another.” Judge Griffith, § 39, p. 42.

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C. The Agreement For Sale is a Private Trust Agreement.

- 1) The Agreement For Sale (hereinafter AFS) executed by the claimant on the 23 June 2014 (Schedule 6, E1) meets the three certainties rule of Trust Law established in *Knight vs Knight 1840* being;
 - I) **Certainty of Intention:** Pinnacle Student Buyers (Leeds) Limited (hereinafter PSBL) is under obligation to hold trust property in accordance with the Declaration Of Trust by PSBL (AFS 5.1) including but not limited to;
 - i) Hold the claimants money on trust in a Designated Account (AFS 5.1),
 - ii) Pay out development expenditures in accordance AFS 5.2.
 - iii) Hold the Land Registry Legal Charge (LRLC) (AFS 5.2.1) and the Companies House Legal Charge (CHLC) (AFS 5.2.1) until the secured obligations of Pinnacle Student Developments (Leeds) Limited (PSDL) are completed being or released with the Claimants express approval (AFS 10.11):
 - a) Completing the purchase of the Land (AFS 5.2),
 - b) Construction of Austin Hall and issuing the leasehold.
 - c) Keeping the Guaranteed Rental Deposit Guarantee Account (hereinafter RGA) to the required amounts until the completion of the 5 year assured rent period.
 - II) **Certainty of Subject Matter:** Austin Hall, Unit 609 leasehold, interest on money deductible from final payment (AFS 8.8), 5 years assured rent under management option AFS 10.1.2.
 - III) **Certainty of Object:** Settlor and Beneficiary: The claimant and Katherine Tee, and Trustees:
 - a) the Seller - Pinnacle Student Developments (Leeds) Limited (PSDL) (AFS 1.2) ,
 - b) the Company - Pinnacle Student Buyers (Leeds) Limited (AFS 1.16),
 - c) the Supervisor - David Choules of Urban Student Life (USL) (AFS 1.26),
 - d) the Management Company - Harper Brooks (UK) Limited (HB) (AFS 1.36),
 - e) Contractor - PHD1 Limited (AFS 1.46).
- 2) The AFS has only been signed by the buyers and has been acted upon by the defendants.
- 3) The title is split -
 - a) The legal title was in the name of PSDL until the freehold was knowingly sold in breach of the terms of the Legal Charges on 29 June 2016 to Tuscola (FC 105) BVI (hereinafter TL) and Grangeford Asset Management (hereinafter GAM)).
 - b) The Equitable title - the claimant is the Settlor and Beneficial Owner (*Walsh v Lonsdale 1882*) of unit 609 in the development thereby establishing the Claimants Equitable interest.
- 4) Authority Delegated By Consent In The AFS to Lower Jurisdictions;
 - a) Companies Acts with PSDL, PSBL, David Choules of and USL, HB, PHD1 Limited

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- b) 1.27. JTCBD11 Building Contract as modified by the AFS
- c) 1.32 Insolvency Act 1986
- d) Once Lease is completed, 4.22 Town and Country Planning Act 1990 (limited consent)
- e) Once Lease is completed, 4.22 Planning (Listed Buildings and Conservation Areas) Act 1990 (limited consent)
- f) Once Lease is completed, 4.22 Planning (Consequential Provisions) Act 1990 (limited consent)
- g) Once Lease is completed, 4.25 Law of Property Act 1925 (limited consent)
- h) Once Lease is completed, 6.5 Law of Property Act 1925 (limited consent)
- i) Once Management Agreement in place 8.2 Estate Agents Act 1979 (limited consent - fiduciary account)
- j) Once Management Agreement in place Contracts (Rights and Third Parties Act 1999 (limited consent - benefits)
- k) Once Management Agreement in place AFS 17 jurisdiction of the Courts of England and Wales.
- l) AFS, Schedule 3, 7 - Law of Property Act 1925 Exclusion of Section 103.

The named companies, Defendants PSDL, PSBL, PHD1, USL and HB are Trustees.

Statement of Truth

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D What happened - Chronology - Claimed Joinder and Breaches

- a) **The Claimants Notice Of Termination**
- b) **Subsequent Facts After Joining AHAHILL Prior To The Sale Of The Freehold.**
- c) **Subsequent Facts After Joining AHAHILL At The Sale Of The Freehold To TL and GAM.**
- d) **Subsequent Facts Since Commencing Principal of Notices on 6 February 2018.**
- e) **Subsequent Facts Established After Joining Ahahill The Renting Of The Claimants Unit 609 Austin Hall By Defendants 9 To 13.**

References to SCHEDULE 6 - Evidence, is by E and the evidence number, eg E3 means Schedule 6 - Evidence, item E3.

a) The Claimants Notice Of Termination

- 1) PSDL ended their relationship with PHD1 and Pinnacle Alliance (**hereinafter PAL**) notified the claimant by email on the 25 February 2016 (E5) enclosing a statement from Andrew Dixon, D4, acting as Managing Director of Mason and Vaughan Group (hereinafter MVGL) stating problem has been sorted (E6).

CLAIM - Joinder PAL, MVGL and D4 in person

- 2) Thereby establishing PAL, MVGL and D4 as a trustee relationship with the claimant (trustee of his own wrong, Trustee de son Tort. Mara v Browne 1896).
- a) This was some 4 months before the sale of the freehold to (D6, D7 D8) and therefore as Managing Director must have had knowledge of the coming breaches of the Legal Charges detailed in section C. hereafter, meaning there was intent to defraud the Claimant of the benefits of this trust property.
- b) If D4 did not have knowledge as Director he is liable at Law, Companies Act 2006, failure as detailed in **174Duty to exercise reasonable care, skill and diligence**
- 3) As a result on the 31March 2016 the Claimant in accordance with AFS 8.6 gave Notice of Termination of the AFS.(E7).
- 4) On the 19 May 2016 the Developer (my solicitors wording) offered termination in breach of AFS 8.6 and were notified on the same day they were not acceptable. (E8)
 - a) The claimant was unaware this breach should have triggered LRLC 7, as the Developer failed to perform his obligation under AFS 8.6 within 10 days of notification.
 - b) The Claimant's solicitor failed to inform the Claimant of this.
- 5) Legal proceedings were not commenced under the recommendation and advice of the Claimants Solicitor and now over 2 years later finally some progress has been made.

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- 6) On the 7 October 2017 the Claimant received an invitation to join a self action investors group for Asquith House and Austin Hall (hereinafter AHAHILL) as many other buyers were also in a similar position where legal advice had and has continued to fail in achieving a resolution.
(E9)

b) Subsequent Facts After Joining AHAHILL Prior To The Sale Of The Freehold.

- 1) Until this point in time the claimant in his ignorance trusted that the legal and other professionals involved in the sale of Unit 609, Austin Hall carried out due diligence, followed their duty of care and acted with honour.
- 2) The claimant in good faith entered the AFS on the 29 June 2014.
- 3) Since joining AHAHILL the claimant did his own research and became aware of the following facts;
 - a) On the 9 April 2014 PSDL executed the LRLC in accordance with the AFS (hereinafter LRLCE)(E10).
 - b) On the 9 April 2014 D5, whilst acting for PSDL submitted the CHLC , with the MR01 describing the property as "AUSTIN AND ASQUITH HALLS" was in breach of the LRLC which is for Austin Hall which he enclosed with the said MR01 (hereinafter CHLCE).(E11)
 - c) D5 whilst acting for PSBL On the 25 April 2014 PSBL executed the Declaration of Trust for 2 developments, namely Asquith House and Austin Hall in a single document (not a problem if each had its own trust account but depends on How you interpret "and"). (E12)

CLAIM - Joinder D5 in person

- d) Breaches b), c) and d) show either intent to defraud, incompetence or are honest mistakes, but at worst is negligence of professional duty of care and thereby establishing joinder of D5 in person as trustee of his own wrong, Trustee de son Tort. Mara v Browne 1896 with the Claimant.

c) Subsequent Facts After Joining AHAHILL At The Sale Of The Freehold To TL and GAM.

- 1) On the 29 June 2016 PSDL, exercising its right to sell the freehold in accordance with AFS 10.10. required a Secure Deposit Deed to be executed (**hereinafter SDDE**).
- 2) SDDE 2.4 (B) adds the security of the buildings via the leasehold whilst allowing PSDL to raise finance by selling the freehold which is essentially "mortgaged" to PSBL via LRLCE and CHLCE in accordance with SDDE 2.4(C) .

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- 3) On the 29 June 2016 the SDDE was signed by D5 acting as attorney to PSDL and witnessed by Elizabeth Kiteley. (E13)
- a) The words "Freehold" was changed to "Leasehold" in INTERPRETATIONS, 1.1 Building: in breach of the AFS SDD
- b) The words "Asquith House and" were added before "Austin Hall" in INTERPRETATIONS, 1.1 Building: in breach of the AFS SDD.
- c) PSDL to date have failed to register the additional Land Registry legal charge in favour of PSBL for the leasehold breaching SDDE 2.4 (C)
- d) PSDL failed to register the Companies House legal charge in favour of PSBL for the leasehold until the 4 May 2017 the day after registering their holding companies legal charge for the leasehold, leaving PSBL third in line of secured creditors after the legal charges in favour of TL for the leasehold dated 7 April 2017, and in favour of MVG Holdings Limited (hereinafter MVGHL) dated 3 May 2017.

CLAIM- Joinder Elizabeth Kiteley (not a party to this claim) , Wirral Solicitors. D1, D4 and D5

- e) Breaches b), c) and d) show either intent to defraud, incompetence or are honest mistakes, but at worst is negligence of professional duty of care and thereby establishing joinder in person as trustee of his own wrong, Trustee de son Tort. Mara v Browne 1896 with the Claimant.
- 4) On the 29 June 2016 D5 conveyed the release of the LRLCE acting as attorney to PSDL and witnessed by Elizabeth Kiteley via form DS1. (E14)
- a) The conveyance if for the **LAND ONLY**.
- b) This is in breach of LRLCE 4 as the secured obligation have still not been completed to date.
- c) This is in breach of SDDE 2.1 as to date no deposit has been made to an RGA for Austin Hall.
- d) This is in breach of SDDE 2.4 (B) by failing to execute the additional legal charges.
- e) This is in breach of SDDE 2.4 (C) by removing the existing legal charge with this action.
- f) This is in breach of AFS 10.11 where the Claimants approval is expressly required to release legal charges (as opposed to 5.5 where the claimant expressly " irrevocably authorises").

CLAIM - Joinder D5

- g) Breaches b), c) d), e) and f) show either intent to defraud, incompetence or are honest mistakes, but at worst is negligence of professional duty of care and thereby establishing joinder in person as trustee of his own wrong, Trustee de son Tort. Mara v Browne 1896 with the Claimant.

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- 5) On the 29 June 2016 a deposit was allegedly made to the alleged Asquith House Rental Guarantee Account (hereinafter RGAH) of £ 929,198.68 from Hill Dickinson, TL's Lawyers at the time stating "completion funds" presumably for the freehold sale (copy of spreadsheet only provided by D5 whilst representing PSBL). (E15)
- 6) Freehold title WYK463417 shows the 29 June 2016, as the date of the purchase by TL and GAM.
 - a) The Title Absolute states "...and of Grangeford Asset Management....". (E16)
 - b) If this was referring to the address of TL then it would not state "...and of Grangeford Asset Management...."
 - c) Therefore it can only be interpreted as written that TL is a wholly controlled subsidiary of GAM.
 - d) D8 admits it has a legal relationship where GAM as a minimum representing TL. (E17)

CLAIM - joinder TL, GAM and D8

- e) This establishes TL, GAM and D8 as trustee of his own wrong, Trustee de son Tort. Mara v Browne 1896 relationship in addition to the existing trustees with the claimant.
- 7) It stands to reason the agreement for sale was concluded earlier under Private Law thereby making TL the equitable owner allowing TL to sign the deed for the Underlease.
- 8) On the 29 June 2016 D6 executed the Underlease registered under title number YY78935 with PSDL. (E18)

CLAIM - Joinder D6

- a) This document appears not to be witnessed by a person as it has been signed by Hill and what looks like Dickinson LLP, but could really be anyone and as there is no name, invalidating it at law as it has not been witnessed thereby making D6 in personam a trustee relationship in addition to the existing trustees with the claimant (trustee of his own wrong, Trustee de son Tort. Mara v Browne 1896).
- 9) On the 30 June 2016 the release of the CHLCE was registered at Companies House by signature of Elizabeth Kately of Wirral Solicitors who was present on the 29 June 2016 where she witnessed signatures, whilst acting for PSDL.(E19)
 - a) This is in breach of CHLCE term 4, as the secured obligations have still to date not been completed.
 - b) This is in breach of SDDE 2.1 as to date no deposit has been made to an RGA for Austin Hall.
 - c) This is in breach of SDDE 2.4 (B) by failing to execute the additional legal charges.
 - d) This is in breach of SDDE 2.4 (C) executed by D5 and witnessed by her the previous day.

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- e) This is in breach of AFS 10.11 where the Claimants approval is expressly required to release legal charges (as opposed to 5.5 where the claimant expressly "irrevocably authorises").

CLAIM - Joinder Elizabeth Kiteley (not a Party to this claim) and Wirral Solicitors.

- a) Breaches b), c), d) and e) show either intent to defraud, incompetence or are honest mistakes, but at worst is negligence of professional duty of care and thereby establishing joinder in person as trustee of his own wrong, Trustee de son Tort. Mara v Browne 1896 with the Claimant.

10) On the 30 June 2016 3 payments were made from the RGAH for : (E16)

a) Warwick Road Developments (Manchester) Limited for £300,000.00.

b) MVGL for £381,471.18.

c) To pay bill 21527 for £23,575.50.

11) On the 22 July 2016 a credit transfer was made to the RGAH for £7,776.00 and on the same day 1 further payment to HMRC/SDLT for £41,928.00.,

CLAIM - D5 joinder as trustee of this account, unaccounted for funds from trust property £746,947.68

- i) 10 and 11 confirm the RGAH is not a trust account as it is being used for general funds and hence is in breach of the SDDE. These breaches show either intent to defraud, incompetence or honest mistake, but either way is negligence of professional duty of care and thereby establishing joinder of D5 in person as trustee of his own wrong, Trustee de son Tort. Mara v Browne 1896 with the Claimant. **D** What happened - Chronology - Claimed Joinder and Breaches

12) On the 26 July 2016 D5 confirms Tony Freeman, D3 is a senior actor in the group as it the discussion must be held with him regarding the freehold sale of another one of the developments of D1 to D5.

a) D3 is included in the To: (box 1)

b) The offer regarding the sale of the freehold "**will need to discuss with Tony**" establishes this major decision lies with D3 as pointed out by D5 as "money is money" so there is no need for consultation (box 2).

CLAIM - Joinder D3, Intent to defraud Quadrant Buyers D3 and D5

- c) The intent was to repeat the same as happened in this claim on the buyers of the Quadrant in respect removing the trust property of the legal charges and "replacing" it with a worthless SDD (box 3) thereby if all these were honest errors show if repeated it was with knowledge and intended fraud.

CLAIM - Conspiracy to commit fraud by D3, D5 and D6.

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- d) The intent to of having buyers pay over all remaining funds before the completion of the building (box 4) has confirms both knowledge and intent which of what D6 threatened as detailed in Subsequent Facts After Commencing Principal of Notices, 1, below and what has been offered in the completion notice on the 14 May 2018.
- e) The email additionally establishes D5 is more than just a legal advisor to PSDL, and that he is fully acting with knowledge conflicting with his obligations to the claimant owed via PSBL.
- 13) On the 7 November 2016 Hill Dickinson LLP submitted AP1 to register the change in freehold title. (E19)
- 14) In 4 above the DS1 is for land only, yet AP1 box 3 has been crossed to affect the whole title and not only a part as per DS1.(E14)
CLAIM - Joinder of Hill Dickenson (not a defendant in this case)
- a) This shows either intent to defraud, incompetence or honest mistake, but at worst is negligence of professional duty of care and thereby establishing joinder as trustee of his own wrong, Trustee de son Tort. Mara v Browne 1896 with the Claimant.
- 15) On the 7 February 2017 PSDL register the Underlease.
CLAIM - Unaccounted Trust Property £297,370.32
- 16) On the 7 April 2017 PSDL register a legal charge in favour of TL being a mortgage for £297,370.32 which is unaccounted for. (E20)
- 17) On the 10 April 2017 a deposit of £100,000.00 to RGAH by MVGHL.
CLAIM - Breach of Trust by D5, unaccounted Trust Property £100,000.00
- b) On the 11 April 2017 £100,000.00 was paid to Hill Dickenson LLP despite the RGAH balance being below the SDDE minimum amount additionally breaching SDDE 5.1, the purpose of the RGA Trust account held by D5 for the benefit of the Claimant. These breaches show either intent to defraud, incompetence or honest mistake, but either way is negligence of professional duty of care and thereby establishing joinder of D5 in person as trustee of his own wrong, Trustee de son Tort. Mara v Browne 1896 with the Claimant.
CLAIM - unaccounted Trust Property £50,000.00
- 18) On the 3 May 2017 PSDL register a legal charge in favour of MVGHL, £100,000.00 having been deposited to the RGAH on the 10 April 2017, leaving £50,000.00 unaccounted for.(E21)
- 19) On 4 May 2017 PSDL register the legal charge in favour of PSBL (which was obliged with the SDDE dated 29 June 2016) after the legal charges to TL and MVGHL leaving PSBL third inline of secured creditors.(E22)

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I believe that the facts stated in these Particulars of Claim are true.

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CLAIM - Joinder D1, D2, D3, D4, D5, D6, D7, D8 - Registering the Legal Charge was not carried out promptly incase the Trustees did not uphold their agreement (at a guess D6 v Pinnacle Alliance) - Specific information Requests required.

- a) This is difficult to believe is negligence by PSDL as the probabilities must be almost negligible leading to an assumption this was conspired between TL, GAM, PSDL, MVGH and PSBL, and if so makes Defendants 1 to 8 liable in personam and a trustee relationship in addition to the existing trustees with the claimant (trustee of his own wrong, Trustee de son Tort. Mara v Browne 1896).
- 20) On the 5 July 2017 HB and USL defendants 10 through 13 commenced an alleged dispute .
- 21) On 31 August 2017 a Practical Completion Certificate (hereinafter PCC) was issued in the name of Michael Gubby, Land Investment Ltd and PSDL despite the building to date not being practically complete giving a list of outstanding works in breach of AFS 8.3. (E23)
- 22) USL admit renting the Claimants unit 609 from 16 September 2017. (E24)
- a) Defendants 1 through 4 entered an agreement with defendant 9 (date unknown) to rent out the claimants unit and manage it.
- b) Defendants 10 to 13 entered into an agreement with defendant 9 (date unknown) subletting the obligations of the rental and management of the claimants unit.
- c) As PCC was "declared" by defendant 6 dated 31 August 2017, some 8 weeks after the admitted commencement of the dispute between D9 and "USL" D10, D11 and D12.
- d) As there was no lease for the claimants unit this must have raised suspicion that would have lead any reasonable person to commence further investigation especially with the knowledge that the neighbouring building (Asquith House), at the time also was under the management of "USL" and had individual leases per unit .
- e) "USL" must have known that it was extremely improbable that the claimants lease was completed, and as a minimum should have followed their duty of care to ensure their liability in regards letting out the claimants unit.
- f) Defendant 11 claimed the relationship with Defendant 9 had ended which must have been before the email dated 29 November 2017

CLAIM - Joinder "USL" and D10, D11, D12 and D13 incompetence beyond understanding

- g) These actions confirm Defendants 10 to 13 to be *trustees of their own wrong, Trustee de son Tort. Mara v Browne 1896.*, even if it is just the result of sheer incompetence and total lack of understanding of a directors duties and responsibilities.
- 23) On the 8 November 2017 D5 confirmed the balance of the RGAH was £62,793.12. (E26)

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- 24) On the 9 November 2017 D5 confirmed as this exceeds the Asquith House claims to transfer it to AHAHILL's solicitor where this action confirms there never was an RGA for Austin Hall and the intent was to defraud the claimant of this security. (E27)

CLAIM - There never was a trust account and the intent was to commit fraud by removing trust property by D1, D2, D3, D4 and D5.

C. Subsequent Facts Since Commencing Principal of Notices on 6 February 2018.

- 1) On the 6 February 2018 a Notice of liability was sent to D6 outlining the basic facts detailed herein in an attempt to settle this matter privately as TL and GAM are ultimately liable as the **Title absolute 4 is covenants to complete my AFS and provide indemnity thereof.**
 - a) This outlined the verbal threats made by D6 (which coincidentally are outlined in D5 email in 12) above on the 26 July 2016) that if the beneficial owners do not forfeit the interest and rental income and pay the completion monies in full they will not be given the leasehold title.
 - i) This exact outcome has materialised in the completion offered on the 14 May 2018 enclosing this detail from TL's solicitors MSB Commercial (E28)

CLAIM - (D1, D2, D3, D4, D5 D9) (D6, D7, D8) (D10, D11, D12) conspired to defraud the trust property of the rental income as this was stated by D5 in his email of the 26 July 2016, stated as hearsay evidence in the said notice, and has been confirmed in the offered completion pack provided on the 4 May 2018 by (D6, D7, D8) Solicitor MSB Commercial.
 - b) Email proof of delivery was received from the server grangeford.com.
 - c) Due to the seriousness of D6's verbal threats and intimidation it was felt that 1 day acknowledgement time was reasonable to as a minimum commence negotiations for a private settlement process, and I stated failure to respond by noon 7 February 2018 that I would commence attempting to settle privately with the remaining defendants by giving notice.
 - d) To date D6 has failed to respond to any communications with the claimant and has failed to provide acknowledgement of service to the court of this claim.
- 2) As no response had been received from D6 On the 8 February 2018 the same notice was then sent to all defendants via email around mid night, and by signed for mail so was served in accordance with CPR.6 on the 10 February 2018.
- 3) D5 provided an inadequate response and the Claimant requested further information the same day and all other defendants failed to respond.
 - a) Defendant 5 responded to the claimants email requesting further information on the 22 February 2018 where he admitted the sale was conditional that PSDL remove both the legal

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charges thereby confirming Defendants 1 to 8 were acting with full knowledge of the said breaches in **Subsequent Facts After Joining AHAHILL At The Sale Of The Freehold To TL and GAM** 1 above in regards the legal charges and the Claimant requested further clarification. (E29)

CLAIM - Joinder and Conspiracy to commit fraud.D1, D2, D3, D4, D5, D6, D7, D8, D9

If any Directors did not know what was going on then they could only have been kept in the dark or turning a blind eye. .

- 4) In response to the claimants requested clarification of the 23 February 2018 D5 emailed on the 24 February 2018 where he confirmed that defendants 6 to 8 retained £2,448,000.00 in an escrow account to pay for the outstanding works. This expressed their position as an additional Trustee to the AFS. and the Claimant requested further clarification the 28 February 2018 after evaluating the information sent. (E29)
- a) A final response was received from D5 on the 28 February 2018 stating he could not assist any further. (E29)

CLAIM - Unaccounted trust property funds£ 340,721.32

- b) From this exchange it was established that the freehold was sold for £3,717,920.00, less £2,448,000.00 put into the escrow account, less £ 929,198.68 put into the RGAH leaves **£340,721.32 unaccounted for from the sale of the freehold** amongst others specifically referred to previously.

CLAIM - The actions of D6, D7, D7 confirm they foot the bill

- c) By not paying the money for the freehold into the PSBL trust account and by admission of holding the purse strings by setting up the escrow account the final liability falls upon them for the financing through their expression of this new trust relationship between the trustees.

CLAIM - Title Absolute, 4 confirms this expression as the one to foot the bill.

"4 (07.11.2016) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof."

- d) The uncompleted Agreements for Sale are referred to in the charges register and the assured rent form part of the obligation of completed leaseholder who also are in the charges register.
- 5) On 19 February 2018 an email of the Notice of Default - Opportunity to Cure was sent.
- 6) No response were received from any of the remaining defendants so on 23 February 2018 the Default Notice - Opportunity to Cure was sent signed mail so was served in accordance with CPR 6 on 25 February 2018.
- 7) No responses were received from any of the remaining defendants.

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- 8) On 8 March 2018 the claimants Default Judgement - Opportunity to Cure Before Commencement of Civil Proceedings was issued which was posted signed for and served on the 10 March 2018 in accordance with CPR 6 giving 3 days to respond.
- 9) To this point all defendant,s with the exception of D5 who knows how they legal system works had failed to act with honour and ignorance of the law is no excuse as it is an obligation of every human in a civilized society where as truth is personal, claims are based upon that truth and thereby ignoring another's claims so that facts cannot be established the facts to settle a matter is unconscionable.
 - a) The notices gave clear instruction as to their obligations and rights.
 - b) They all have immediate access to often in house legal advice.
- 10) This left me with no option but to submit my claim in public law in order to establish the facts of my claim which was submitted on the 15 March 2018 and served on the 19 March 2018, requiring Acknowledgement of Service by 2 April 2018 and to file a defence by 16 April 2018.
- 11) .On the 19 March 2018 Andrew Dixon (D4) confirmed he had indeed received my previous notices and raised 3 questions as follows with my response on the 25 March 2018 there under directing D4 on a point by point basis to the claim as required in CPR 16.5(1) in accordance with 16.5(1), (2) and (3):
 - a) "I am uncertain what your alleged claims are against myself or the company I represent?"
 - i) 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.
 - b) " I personally am not, nor ever have been a shareholder as mentioned on Page1 section 4 in any capacity in any of the aforementioned companies. "
 - i) 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.
 - c) "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."
 - i) 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.
- 12) On the 20 March 2018 Michael Patterson (D9) confirmed he had indeed received my previous notices and raised 1 question as follows with my response on the 25 March 2018 there under

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directing D4 on a point by point basis to the claim as required in CPR 16.5(1) in accordance with 16.5(1), (2) and (3):

"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.

- 13) 13 April 2018 additional evidence was filed in response to filed defenses to the court.

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E. Remedy.

- 1) To date Austin Has not reached practical completion and the claimant has not received the benefit of the leasehold as covenanted by defendants 6 to 8.
- 2) Since the original claim submitted an alternative completion package was offered to settle this claim on 14 may 2018 which is not acceptable due to the following reasons.
 - a) Full payment was requested in advance of completion with no guarantee of completion if there is not enough money left after defendants 6 to 8 take what they "feel" they are due.
 - b) No interest payment is included (it is to be deducted from final payment in AFS).
 - c) No assured rent is included in accordance with AFS.
 - d) No payment of rent already received and held by USL is included.
 - e) Whilst falsely claiming PCC was reached dated 31 August 2017

Accordingly the following equitable remedy is requested by the Claimant.

- 1) The Court issues and order to the Trustees as Companies and Named Defendants to Compel the following Specific Performance by the Trustees.
 - a) Returning the following Trust property
 - i) Correct the LRLC which was removed reinstating its time precedence.
 - ii) Correct the CHLC which was removed thereby reinstating its time precedence.
 - iii) Setting up and funding the Rental Guarantee Deposit Fund and put in place the required Secure Deposit Deed
 - b) The building works are completed to the required standard in accordance with the AFS within 30 days.
 - c) The building certifications and guarantees are procured as per the AFS.
 - d) The Leasehold is executed within 10 days of completion of the building in accordance with the AFS.
 - e) The 5 years assured date of commencement is paid from the of the occupation of unit 609, which is the up to the end of June 2018 within 7 days.
 - f) The remaining 45 years assured rent is paid in accordance with the AFS thereafter,
- 2) Suitable redress for the lost benefit and stress.
- 3) Equitable costs.

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SCHEDULE 1: Absolute Inalienable Human Rights And Authority

WHEREAS 1, All creations have equal authority;

AUTHORITY. Permission. Control over, jurisdiction. Often synonymous with power.
Black's Law Dictionary 4th Edition.

- 1) No human has evidence that could be judged, even by using a simple majority as the definition of proof, let alone beyond a shadow of doubt, that their socially conditioned belief system "creator" is the highest authority on planet earth from where they derive more rights than another creation.

THEREFORE 1, The limit of humans individual authority;

- 1) All creations have equal authority over other creations,
- 2) No human has authority to take beyond what they need for survival, which is shelter from the environment, clean water and nutritious food, which is unreasoned and instinct.
- 3) Each human is equally a highest supreme sovereign, and as equals when we interact with another human there can only be three self evident immutable truths,
 - i) **No human has authority to knowingly cause another creation harm beyond their needs for survival.**
 - ii) **Each human has equal authority to the use and benefit derived from the transformation of other creations except another humans mental or physical labour.**
 - iii) **Each human has equal authority to the use and benefit of information and knowledge left by generations past.**

JURE NATURE LEQUUM EST NEMINEM CUM ALTERIUS DETRIMENTO ET INJURIA FIERI LOCUPLETIOREM. By the law of nature it is not just that any one should be enriched by the detriment or injury of another.

Black's Law Dictionary 4th Edition.

Exodus 21:23-25; Lev.24:17-21; Deut. 1:17, 19:21; Matt., 22:36-40; Luke 10:17; Col. 3:25

Legal maxims:

"No one is above the law.",

"Commerce, by the law of nations, ought to be common, and not to be converted into a monopoly and the private gain of a few."

THEREFORE 2, Absolute Natural Inalienable Human Rights - Divine Right;

INALIENABLE. Not subject to alienation; the characteristic of those things which cannot be bought or sold or transferred from one person to another,

RIGHT. As a noun, and taken in a concrete sense, a power, privilege, faculty, or demand, inherent in one person and incident upon another. "Rights" are defined generally as "powers of free action."

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And the primal rights pertaining to men are undoubtedly enjoyed by human beings purely as such, being grounded in personality, and existing antecedently to their recognition by positive law....

JURE DIVINO. By divine right.

Black's Law Dictionary 4th Edition.

- 1) All humans have the right to take what they need for survival (including taking from any other living human who has more than they need) if other humans in a social system do not provide access to allow individuals to meet their own needs for survival.
- 2) Each human has the right to an equal share of benefit derived from global resources transformed except for another living humans labour and ideas.
- 3) Each human has the right to interact with another human until that human removes consent.
- 4) Each human has the right to use best available knowledge left from generations past.
- 5) Each human has the right of self defense to ensure their personal survival and the protection of their lawful property.

WHEREAS 2, Lawful access to natural resources to meet human survival:

- 1) All the requirements for human survival are only found on land.

THEREFORE 1, ABSOLUTE LAW - Self evident laws for the needs of human Survival:

ABSOLUTE LAW. The true and proper law of nature, immutable in the abstract or in principle, in theory, but not in application; for very often the object, the reason, situation, and other circumstances, may vary its exercise and obligation.¹ Steph.Comm. 21 et seq.

Black's Law Dictionary 4th Edition.

JURIS IGNORANTIA EST CUM JUS NOSTRUM IGNORAMUS. It is ignorance of the law when we do not know our own rights.

QUI JURE SUO UTITUR, NEMINI FACIT INJURIAM. He who uses his legal rights harms no one.

- 1) Any human can lawfully live unhindered by others where they choose to meet their needs for survival.
- 2) Any human can take what they need for survival from those who have more than their need for their survival if they cannot have access to sufficient land to meet their needs of survival.

THEREFORE 2, NATURAL LAW -Self evident laws beyond the needs of human survival:

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

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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.

JURIS ET DE JURE. Of law and of right. A presumption juris et de jure, or an irrebutable presumption, is one which the law will not suffer to be rebutted by any counter-evidence, but establishes as conclusive;.

Black's Law Dictionary 4th Edition.

1) No one can own natural resources, society can only agree who has usage rights.

Genesis 1:28 King James Version (KJV) And God blessed them, and God said unto them, Be fruitful, and multiply, and replenish the earth, and subdue it: and have dominion over the fish of the sea, and over the fowl of the air, and over every living thing that moveth upon the earth.

Dominion. Generally accepted definition of "dominion" is perfect control in right of ownership. The word implies both title and possession and appears to require a complete retention of control over disposition. Eastex Aviation, Inc. v. Sperry & Hutchinson Co., C.A.Tex., 522 F.2d 1299, 1307

Black's Law Dictionary 6th Edition..

2) The value of goods and services can only result from human input (mental and physical), the benefit of which cannot be taken from any human against their freewill.

Legal Maxim: "It is against equity for freemen not to have the free disposal of their own property",

3) Witnessing without preventing another human causing harm knowingly without risking one's own life is itself knowingly causing harm to the one being harmed.

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

Black's Law Dictionary 4th Edition.

WHEREAS 3, Lawful human interaction can only be by consent;

JURIS PRIECEPTA SUNT HIEC: HONESTE VIVERE; ALTERUM NON LEDERE; SUUM CUIQUE TRIBUERE. These are the precepts of the law: To live honourably; to hurt nobody; to render to everyone his due.

Black's Law Dictionary 4th Edition.

1. Whenever one human imposes upon another human an interaction is started.

THEREFORE 1, By delegating authority an additional sub-jurisdiction below *Jure Divino* is established for the interaction - Natural Jurisdiction.

THEREFORE 2, Delegation of authority to a new jurisdiction is limited to each individual's authority - *Natural Law*.

DELEGATION. A sending away; a putting into commission; the assignment of a debt to another; the intrusting another with a general power to act for the good of those who depute him; a body of delegates.

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AUTHORITY. Permission. Control over, jurisdiction. Often synonymous with power. The power delegated by a principal to his agent. The lawful delegation of power by one person to another. Power of agent to affect legal relations of principal by acts done in accordance with principal's manifestations of consent to agent.

JURISDICTION.. It is the authority, capacity, power or right to act.

Black's Law Dictionary 4th Edition.

QUI NON HABET, ILLE NON DAT. He who has not, gives not. He who has nothing to give, gives nothing. A person cannot convey a right that is not in him. If a man grant that which is not his, the grant is void.

JUS NATURALE. The natural law, or law of nature; law, or legal principles, supposed to be discoverable by the light of nature or abstract reasoning, in advance of organized governments or enacted laws.

Black's Law Dictionary 4th Edition.

WHEREAS 4, Consent establishes a new sub-jurisdiction and limits its authority;

CONSENT. A concurrence of wills. Voluntarily yielding the will to the proposition of another;.... Consent is an act of reason, accompanied with deliberation, the mind weighing as in a balance the good or evil on each side..... It means voluntary agreement by a person in the possession and exercise of sufficient mentality to make an intelligent choice to do something proposed by another... Black's Law Dictionary 4th Edition.

1. Laws of any form of social community are limited to the individual authority of the humans forming the social community and must uphold the Absolute Inalienable Human Rights previously derived.
2. To manage the interaction so as not to knowingly cause another harm, consent must be reached by affected humans establishing the jurisdiction where any positive law authorised by their delegation includes:
 1. What the interaction is,
 2. Ensuring all reasonable efforts have been used to include the best available knowledge,
 3. What is expected in exchange for allowing the proposed interaction,
 4. How the interaction can or will be ended.
3. Full terms and conditions must be understood by all affected humans.
4. Full terms and conditions must be agreed by all affected humans.

JURIS POSITIVI. Of positive law; a regulation or requirement of positive law, as distinguished from natural or divine law.

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Lawful vs Legal: *To avoid confusion definitions due to the lack of clarity and understanding of the difference of lawful as opposed to legal which are used interchangeably or to mean the same, the following definitions are given to avoid confusion.*

LAW. That which is laid down, ordained, or established. A rule or method according to which phenomena or actions co-exist or follow each other

Black's Law Dictionary 4th Edition.

The principal distinction between the terms "lawful" and "legal" is that the former contemplates the substance of law, the latter the form of law.

Further, the word "lawful" more clearly implies an ethical content than does "legal." The latter goes no further than to denote compliance, with positive, technical, or formal rules; while the former usually imports a moral substance or ethical permissibility.....

A further distinction is that the word "legal" is used as the synonym of "constructive," which "lawful" is not. Black's Law Dictionary 6th Edition.

Lawful has the following 3 characteristics;

- i) *Is discoverable by observation, and*
- ii) *Is testable with reason, and*
- iii) *Stands until rebutted, and*

Legal is any rule, act, bye-law term, condition etc. by whatever name where to be held liable prior consent must be given to establish joinder.

As the 19th century English judge, Lord Coleridge CJ wrote,

"It would not be correct to say that every moral obligation involves a legal duty; but every legal duty is founded on a moral obligation." [10]

THEREFORE 1, Consent is ONLY the concurrence of the mind through reason and freewill;

1. Any claim based on, including but not limited to "implied", "derived" or "assumed" consent is not lawful.

THEREFORE 2, Laws exceeding the authority of its members are unlawful and do not require adherence unless consensually contracted into that sub-jurisdiction;

1. No human can be held liable under a jurisdiction they have not consented into.

2. No human can be held liable under a law of a jurisdiction they have consented into if it exceeds the authority delegated in their consent.

3. Any human enforcing a law not consented to is acting unlawfully and is personally liable for harm caused by their unlawful actions.

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I believe that the facts stated in these Particulars of Claim are true.

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WHEREAS 5, Disputes - Claims, Authority to judge others;

1. The "Law of Conquest", by any means, including but not limited to physical and mental coercion, is unlawful as it exceeds humans authority as is not by consent - a meeting of the minds by freewill.
2. No human is perfect and we all make mistakes without ill intent based upon our knowledge and truth at that time.
3. As every human is equally the highest supreme sovereign, we can only judge ourselves and no other.

THEREFORE 1: Duties and responsibilities of humans towards a lawful society.

1. Every human has a lawful duty and obligation to any social group they are part of to ensure they have satisfied themselves that any harm caused by another was done with intent before seeking remedy.

2. This can only be done by establishing the truth.

Truth is sovereign. Exodus 20:16; Ps. 117:2; Matt. 6:33, John 8:32

Numbers Chap XXX verses 2 If a man vowe a vow unto the LORD, or sweare an oathe to bind his soule with a bond: he shall not breake his word, hee shall doe according to all that proceedeth out of his mouth. From Gods Law YOUR WORD IS YOUR BOND!

Legal maxim: "To lie is to go against the mind."

check CPR and contempt, legal profesion codes of conduct oaths purgery etc...

3. To find the truth we must exhaust all reasonable means available to establish the facts so that we know harm caused was done with intent, and we ourselves do not knowingly cause harm.

4. NOTICE OF FAULT - Once we have satisfied ourselves harm was knowingly done we must lay a claim against the human who knowingly may have caused the harm on a point by point basis and include the evidence and remedy.

A matter must be expressed to be resolved

Legal maxim: "He who fails to assert his rights has none."

UK CPR Part 6 - Service of Documents, Part 16 - Statements of Case,

UK CPR 15.6 point by point

Evidence. Any species of proof, or probative matter, legally presented at the trial of an issue, by the act of the parties and through the medium of witnesses, records, documents, exhibits, concrete objects, etc., for the purpose of inducing belief in the minds of the court or jury as to their contention. *Taylor v. Howard*, 111

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R.I. 527, 304 A.2d 891, 893.

Remedy. *The means by which a right is enforced or the violation of a right is prevented, redressed, or compensated. Long Leaf Lumber, Inc. v. Svolos, La.App., 258 So.2d 121, 124. The means employed to enforce a right or redress an injury, as distinguished from right, which is a well founded or acknowledged claim. Chelentis v. Luckenbach S. S. Co., 247 U.S. 372, 38 S.Ct. 501, 503, 62 L.Ed. 1171.*

Redress. *Satisfaction for an injury or damages sustained. Damages or equitable relief.*

5. The claim must be expressed with witnessed statements of truth.

Deuteronomie Chap XVII verse 6 At the mouth of two witnesses, or three witnesses, shall he that is worthy of death, be put to death: but at the mouth of one witness he shall not be put to death.

Deuteronomie Chap XIX verse 15 One witness shall not rise up against a man for any iniquity or for any sinne, in any sinne that he sinneth: at the mouth of two witnesses, or at the mouth of three witnesses, shall the matter be established.

Matthew Chap XVIII verse 16 But if he will not heare thee, then take with thee one or two more, that in the mouth of two or three witnesses every word may be established.

II Corinthians Chap XIII verse 1 This is the third time I am coming to you: in the mouth of two or three witnesses shall every word be established.

(Lev. 5:4-5; Lev. 6:3-5; Lev 19:11-13; Num. 30:2; Matt. 5:33; James 5:12)

Truth is expressed by means of an affidavit.

UK CPR Part 22 - Statements of Truth

6. Every human has a lawful duty to society to establish the facts to settle claims.

UK CPR PART 10 - Acknowledgment Of Service

11. We must allow the human who may have knowingly caused the harm sufficient time to show that their actions that caused you harm were without intent where the claim be settled by a point by point rebuttal of the claim.

UK CPR Part 9 - Responding to Particulars of Claim - General, Part 20 - Counterclaims and other Additional Claims.

UK CPR 15.6 point by point

12. NOTICE OF DEFAULT - OPPORTUNITY TO CURE if there is no response or an inadequate response.

13. NOTICE OF DEFAULT JUDGEMENT - LETTER BEFORE ACTION - OPPORTUNITY TO CURE The Last un rebutted truth stands as fact .

JURIS TANTUM. A presumption juris tantum is one which holds good in the absence of evidence to the contrary, but may be rebutted. Black's Law Dictionary 4th Edition.

JURIS ET DE JURE. Of law and of right. A presumption juris et de jure, or an irrebutable presumption, is one which the law will not suffer to be rebutted by any counter-evidence, but establishes as conclusive;.

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FACTO. In fact; by an act; by the act or fact. Ipso facto, by the act itself ; by the mere effect of a fact, without anything superadded, or any proceeding upon it to give it effect.

FACT. A thing done; an action performed or an incident transpiring; an event or circumstance; an actual occurrence. An actual happening in time or space or an event mental or physical.

PROOF. The effect of evidence; the establishment of a fact by evidence. Any fact or circumstance which leads the mind to the affirmative or negative of any proposition.. The conviction or persuasion of the mind of a judge or jury, by the exhibition of evidence, of the reality of a fact alleged.

Legal maxims: "He who does not repel a wrong when he can, occasions it.",

"He who does not deny, admits."

(1 Pet. 1:25; Heb. 6:13-15)

UK CPR Part 12 - Default Judgment

12. As no human has authority to take more than they need for survival from another, leave that as a minimum so as to not to force them into violence to survive, allowing them the opportunity to learn from their mistakes for a peaceful lawful society.

THEREFORE 1: The Underlying Foundation For The Peaceful Coexistence Of Mankind Is A Truth Stands As The Highest Law Until Rebutted.

THEREFORE 2: Jurisdictions are consented to for the peaceful coexistence of mankind is a truth stands as the highest law until rebutted

Jurisdiction - These are as established by the claimants truths and grounded in the Principals of Equity and largely confirmed at Law as follows

- a) **Divine or Absolute Jurisdiction (Absolute Inalienable Rights and Absolute Law)** - The Rights, Laws, Responsibilities and Liability of all humans.
- b) **Natural Jurisdiction (Natural Law)** - Unrebutted claims stand as truth.
 - i) **Private Law - The Living Human** - The private affairs between consenting humans.
 - ii) **Private Agreement** - Any agreement consented to by living humans.
- c) **"Respective Laws and Customs"** of any social group that evolve over time to settle disputes between living humans. Herein lies the right of trial by jury. Unfortunately at this level there is no rule of law.

The Lawful authority to govern fellow humans can only be by consent, failing that it is an unrebutted claim and cannot result in a lasting peaceful coexistence.
- d) **Rules of Equity** Dispute resolution where redress provided by Statute Law is not fair and just with the conscience of the maker of that public law

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I believe that the facts stated in these Particulars of Claim are true.

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- e) **Public Law - Civil Jurisdiction - The Legal System - Legal Fictions-** Agreement by consent by members of any social group including but not limited to a Constitution, Articles of Association or any other form of agreement.

Equity refuses to countenance the possibility of a breach - Equity sees as done that which ought to be done (within the confines of those that hold unlawful power).

- f) **Common Law** - Precedence of yet un-codified case law
- g) **Statute Law - Criminal Jurisdiction** - Holding humans to account when not upholding their responsibility to Legal Fictions where consent has been given.

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SCHEDULE 2: PUBLIC LAW - Legal Fiction "Persons" - Pieces of Paper.

WHEREAS 1, If matters cannot be settled privately call a court - Public Law;

Civilization. *A law, an act of justice, or judgment which renders a criminal process civil. A term which covers several states of society; it is relative, and has no fixed sense, but implies an improved and progressive condition of the people, living under an organized government. It consists not merely in material achievements, in accomplishment and accumulation of wealth, or in advancement in culture, science, and knowledge, but also in doing of equal and exact justice.*

Civis /siv:Js/. *Lat. In the Roman law, a citizen; as distinguished from incola (an inhabitant); origin or birth constituting the former, domicile the latter.*

Civitas /siv:Jtres/. *Lat. In the Roman law, any body of people living under the same laws; a state. Jus civitatis, the law of a state; civil law. Civitates fcederatre, towns in alliance with Rome, and considered to be free. Citizenship; one of the three status, conditions, or qualifications of persons.*

1. If the matter cannot be settled privately between humans, the claimant must get a judgement from a public court, by providing the pre-court private dispute settlement described herein for a summary judgement, or if contested from a jury made up of other members of the society to find a peaceful compromise of the unsettled points of the claim.

UK CPR make and application for a summary judgement and court order for implementation of the judgement Part 24 - Summary Judgment, Part 23 - General Rules about Applications for Court Orders,

WHEREAS 2, Innocent Until Proven Guilty As Judged By Social Group;

1. All humans have a right to an equitable process to have the facts established before any judgment of claims is made by any social group.

MAGNA CARTA any Laws trial by jury / US CONSTITUTION

https://www.supremecourt.uk/docs/guide-to-judicial_conduct.pdf

"*United Kingdom Supreme Court Guide to Judicial Conduct (2009)*

2 INDEPENDENCE

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2.1 *The judiciary of the United Kingdom have been independent of the government since at least the early 18th century. The Supreme Court of the United Kingdom was established in order to achieve the physical separation of the country's highest court from the House of Lords and thus to clarify the Justices' independence both of government and of Parliament "(but within the control of the monarch - whereas true independence would be between the people in personam and the ACT's as made by the instrument the monarch uses to "govern the peoples of...")" . Judicial independence is a cornerstone of our system of government in a democratic society and a safeguard of the freedom and rights of the citizen under the rule of law. The Justices will take care that their conduct, official or private, does not undermine their institutional or individual independence or the public appearance of independence.*

2.2 *The Justices have all sworn the judicial oath, which states: "I will do right to all manner of people after the laws and usages of this Realm "(is this the queens promise of "respective laws and customs" or those of the monarchs realm)", without fear or favour, affection or ill-will." In taking that oath, each Justice has acknowledged that he or she is primarily accountable to the law which he or she must administer. This involves putting aside private interests and preferences and being alert to attempts to influence decisions or carry favour." **This should be the jurisdiction of Equity in its true meaning***

SRA Handbook <https://www.sra.org.uk/solicitors/handbook/handbookprinciples/content.page>

Part 1: SRA Principles

1: SRA Principles

These are mandatory Principles which apply to all.

You must:

1. *uphold the rule of law and the proper administration of justice;*
2. *act with integrity;*
3. *not allow your independence to be compromised;...*

Obligation.*That which a person is bound to do or forbear; any duty imposed by law, promise, contract, relations of society, courtesy, kindness, etc. Helvering v. British-American Tobacco Co., C.C.A., 69 F.2d 528, 530. Law or duty binding parties to perform their agreement.*

Mandatory. adj. Containing a command; preceptive; imperative; peremptory; obligatory.

Black's Law Dictionary 6th Edition

(Heb. 6:16-17.).

Legal maxim: "If the plaintiff does not prove his case, the defendant is absolved."

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7 - The hierarchy of Positive Law in the UK - Public Law

Natural Law is reflected in the Laws as recorded in the group of books commonly referred to as The Holy Bible, as verified by Sir William Blackstone in his published *Commentaries*.

(Extract from the Transcript as supplied by Buckingham Palace; see also Edward Ratcliff, *The Coronation Service of Her Majesty Queen Elizabeth II*, SPCK, 1953)

"..... Madam, is your Majesty willing to take the Oath?

And the Queen answering,

I am willing.

The Archbishop shall minister these questions; and the Queen, having a book in her hands, shall answer each question severally as follows:

Archbishop. Will you solemnly promise and swear to govern the Peoples of the ...(list omitted)... according to their respective laws and customs?

Queen. I solemnly promise so to do.

Archbishop. Will you to your power cause Law and Justice, in Mercy, to be executed in all your judgements?

Queen. I Will.

The things which I have here before promised, I will perform and keep. So help me God.

Then the Queen shall kiss the Book and sign the Oath. ..."

WHEREAS 1, The authority to "....govern the Peoples of....."

1. The Queens Oath confirms not that she has any more authority than the people she governs, but that she is accepting the responsibility and duties as inherited from the customs of generations past.
2. Authority is received by those who have given consent and this is confirmed in all Acts.
*"Be it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the **Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:"***

THEREFORE The Monarchs claim to power (authority) is not based in consent of the people, but only the consent of the Lords Spiritual, Lords Temporal and the Commons.

WHEREAS 2, UK Public Law Precedence - Absolute Law, Natural Law, Bible, Common Law Precedence, Acts

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1. HM Queen Elizabeth II made her promises and signed the Oath in 1953 upon the Bible
2. The Queens Oath confirms not that she has any more authority than the people she governs, but that she is accepting the responsibility and duties "...to govern the Peoples of....".
3. Natural Law is reflected in the Laws as recorded in the group of books commonly referred to as The Holy Bible, as verified by Sir William Blackstone in his published *Commentaries*.

THEREFORE Natural Law takes precedence over the Bible in the event of conflict.

4. The Queens Oath confirms she will "...govern the peoples of...according to their respective laws and customs...."

COMMON LAW. As distinguished from the Roman law, the modern civil law, the canon law, and other systems, the common law is that body of law and juristic theory which was originated, developed, and formulated and is administered in England, ...

As distinguished from law created by the enactment of legislatures, the common law comprises the body of those principles and rules of action, relating to the government and security of persons and property, which derive their authority solely from usages and customs of immemorial antiquity, or from the judgments and decrees of the courts recognizing, affirming, and enforcing such usages and customs; and, in this sense, particularly the ancient unwritten law of England.

Black's Law Dictionary 4th Edition.

5. The Queens Oath confirms God as the higher authority as written in the book she hold in her hands which is the bible and by speaking the words "..So help me God..."

THEREFORE The Bible has precedence over the Enactments in the event of conflict.

As the 19th century English judge, Lord Coleridge CJ wrote,

"It would not be correct to say that every moral obligation involves a legal duty; but every legal duty is founded on a moral obligation."^[10]

Equity when legislation does not provide fair and just settlement

WHEREAS 2, The instrument used to "....govern the Peoples of....."

1. Additionally the actions of the procedures of Parliament, where senior figures including but not limited to MP's take an oath or affirmation to faithfully serve HM Queen Elizabeth II with the help of a higher power (not always "so help me God"). For details link the is <http://www.parliament.uk/about/how/elections-and-voting/swearingin/> for eg. MP's oath "I (name of Member) swear by Almighty God that I will be faithful and bear true allegiance to Her Majesty Queen Elizabeth, her heirs and successors, according to law. So help me God."

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2. This proves there is no contract resulting from voting due to the breach of contract by the MP's who gave undertaking to the voters in exchange to represent them in the House of Commons based upon those undertakings. They now no longer are there to represent the people but have changed their allegiance to " Her Majesty Queen Elizabeth, her heirs and successors, according to law. "
3. **The Queen's Speech** delivered at **State** (hereinafter the name of the jurisdiction of the organisation she uses to govern the people) Opening, is the public statement of the government's legislative programme for Parliament's next working year.
PUBLIC, *adj.* Pertaining to a state, nation, or whole community; proceeding from, relating to, or affecting the whole body of people or an entire community. Black's Law Dictionary 4th Edition.
The state, nation or whole community being the people who help the sovereign to "govern the people.... according to their respective customs and laws".
4. State Opening is the only regular occasion **when the three constituent parts of Parliament that have to give their assent to new laws – the Sovereign, the House of Lords and the House of Commons – meet.** The Speech is written by the government and read out in the House of Lords.... *it sets out the government's legislative agenda for the year. The final words, 'Other measures will be laid before you', give the government flexibility to introduce other bills (draft laws)....* State Opening takes place on the first day of a new session. The Queen's Speech marks the formal start to the year. **Neither House can conduct any business until after it has been read.**
1. (**Parliament** examines what the Government is doing, makes new laws, holds the power to set taxes and debates the issues of the day.)
2. (The Prime Minister leads the **government** with the support of the Cabinet and ministers (who do not have to be a voted MP).
5. ACTs give their authority as follows
17. The Parliament according to their website where the Queens Speech states
".. the three constituent parts of Parliament that have to give their assent to new laws – the Sovereign, the House of Lords and the House of Commons...",
yet on the Acts a fourth party appears, the **Lords Spiritual!**
18. For this we need to go back to the Queens Speech

STILL TO COMPLETE BUT NO TIME ;)

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SCHEDULE 3 - The Corporate Veil - Shareholder Liability -D1, D2, D5, D7, D9, D10, D11, D12 and D13

a) Self Evident Logic And Reason;

- 1) Shareholders in person have an implied obligation arising from their fiduciary duty to society resulting from the privileges granted by society of being a shareholder to ensure the maximum benefit is to society above personal gain which is herewith expressed.
- 2) This fiduciary duty of shareholders should be made after investigation of potential harm that could be caused to society and as a minimum with reason and knowledge deducible by a reasonable person and is hereby expressed.
- 3) The consent of shareholders is given for a company to act within its delegated authority as established in its founding documents, including but not limited to Articles of Association as a legal fiction "person",
- 4) Shareholders have the authority to remove the directors as they are agents of the shareholders, and hence must stop any unlawful actions being carried out resulting from their shareholding once they have been noticed or by any other means having gained that knowledge.
- 5) It is human to err. Once a shareholder is with knowledge, of actual or potential harm resulting from the actions of any directors of a company within which they have a shareholding is under an obligation through the implied fiduciary duty to society who they grant the privilege of limited liability (which is herein now expressed) upon the shareholder by to notify the said director(s) and take all reasonable effort to do all within their power to have directors end those actions, and if that fails to withdraw their investment thereby halting their liability. Failing to act with knowledge is as unconscionable as not acting thereby creating joinder as an additional trustees of their own wrong, Trustee de son Tort. Mara v Browne 1896 ..
- 6) As a shareholder delegates authority to the directors of a limited liability company, if the shareholder interferes by any method or capacity with the running of that company beyond their voting rights, then the shareholder is removing themselves from the protection granted in the privilege of limited liability, i.e. you can only be one or the other thereby creating joinder as an additional trustees of their own wrong, Trustee de son Tort. Mara v Browne 1896 .
- 7) This self evident logic and reason is reflected in our justice system.

b) Companies are Express Trusts.

- 1) A trust is the splitting of Legal Title (At Law) and the Beneficial Title (Equity).

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- 2) It is trite that the grantor can also be either Trustee or Beneficiary.
- 3) It is also trite that the 100% Trustee cannot be the 100% Beneficiary as this merges the Legal and Equitable Titles thereby collapsing the Trust.
- 4) Private Limited Companies formed under the Companies Act 2006 are trusts as described in the Trust Act 1987, Chapter 1, article 2, where the Companies Act 2006 is the law chosen by the Settlor in accordance with Chapter II article 6 of the Trust Act 1987, but at law Private Limited Companies are simply not called trusts **but a trust is a trust!**
- 5) Therefore a 100% Shareholder (100% beneficiary), cannot be 100% Trustee (Director) as this merges Equitable and Legal Titles and thereby collapsing the trust of the limited liability companies established under the Companies Act 2006, and holding the person liable as if trading as a sole trader.

Equity will not permit a statute be used as an instrument of fraud

- 6) The Senior Courts Act 1981,
49Concurrent 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.***
- 7) SCHEDULE 6 Evidence E2 shows the 100% Beneficiary (Equitable Title) of the head of each group of companies is **D1, D2, and D9** (Legal Title) where each additionally is the sole Director (Trustee) of the parent owner, thereby collapsing the Trust and therefore are liable in person as the Legal and Equitable Titles are merged.
- 8) **D5 is** the 100% Beneficiary (Equitable Title) of Wirral Solicitors (Legal Title) and the sole Director (Trustee) thereby collapsing the Trust and therefore are liable in person as the Legal and Equitable Titles are merged.
- 9) SCHEDULE 6 Evidence E3 shows D7 was the 100% Beneficiary (Equitable Title) of Grangeford Asset Management (Legal Title) and the sole Director (Trustee) until his bother took over both roles on 31 December 2012 thereby collapsing the Trust and therefore D7 is liable in person as the Legal and Equitable Titles are merged.

Equity Sees As Done What Ought To Be Done

Therefore joinder with liability in person is established by share holding of D1, D2, D5, D7 and D9 with the claimant.

c) Accepted Grounds For Piercing Corporate Veil At Law.

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The phrase “piercing the corporate veil” was described in a 1973 case as “now fashionable”.⁷ In 1987, the phrase “lifting the corporate veil” was referred to as being “out-of-date”.⁸ The English courts expressly separate the meaning of the two phrases. Staughton LJ, in *Atlas Maritime Co SA v Avalon Maritime Ltd (No 1)*,⁹ stated:

*“To pierce the corporate veil is an expression that I would reserve for treating the rights and liabilities or activities of a **company** as the rights or liabilities or activities of its **shareholders**.*

To lift the corporate veil or look behind it, on the other hand, should mean to have regard to the shareholding in a company for some legal purpose.” ^{ibid, 779}

Jenkinson J, in *Dennis Willcox Pty Ltd v Federal Commissioner of Taxation*,³² stated:

*“[T]he separate legal personality of a company is to be disregarded only if the court can see that there is, in fact or in law, a partnership between companies in a group, or that there is a mere **sham or facade in which that company is playing a role**, or that the **creation or use of the company was designed to enable a legal or fiduciary obligation to be evaded or a fraud to be perpetrated.**”* ^{ibid, 272.}

Factors recognised by courts;

- a) **Agency;** The shareholder of a company (whether it be a parent company or human shareholder) has such a degree of effective control that the company is held to be an agent of the shareholder, and the acts of the company are deemed to be the acts of the shareholder. Agency has also been used interchangeably by the courts with the phrase “alter ego”.^{For example, Bray CJ in *Brewarrana v Commissioner of Highways* (1973) 4 SASR 476, at 480, referred to an argument that the plaintiff was “merely the agent trustee or alter ego...”.}

(This is the collapsed trust previously described in different words)

- b) **Group enterprises;**...a corporate group is operating in such a manner as to make each individual entity indistinguishable, and therefore it is proper to pierce the corporate veil to treat the parent company as liable for the acts of the subsidiary. Piercing the corporate veil is one way to ensure that a corporate group, which seeks the advantages of limited liability, must also accept the corresponding responsibilities. It may also be argued where there are overlapping directors, officers, and employees,^{for example, *Taylor v Santos Ltd* (Unreported, Supreme Court of South Australia, Doyle CJ, Prior and Olsson JJ, 11 September 1998).} or where there is a “partnership between companies in a group.”^{*Dennis Willcox Pty Ltd v Federal Commissioner of Taxation* (1988) 79 ALR 267, 272. Also see *James Hardie & Coy Pty Limited v Putt* (1998) 43 NSWLR 554 (SCNSW, Sheller, Beazley and Stein, JJA)}, where Sheller JA stated (at 579-580) that

“The characterisation of a group of companies, linked by shareholding, as a single enterprise where one is an actor, whose acts or omissions should be attributed to another or others within the group, involves either “lifting the corporate veil”, treating the actor as an agent or imposing upon another or

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others within the group a duty by reason of the degree or manner of control or influence over the actor. The distinction between these ideas is easily blurred."

(This is the collapsed trust previously describe in different words)

This is also recognised at law in Companies Act 2006 (c. 46) defines in

1159 Meaning of "subsidiary" etc

- (1) A company is a "subsidiary" of another company, its "holding company", if that other company—
- (a) holds a majority of the voting rights in it, or
 - (b) is a member of it and has the right to appoint or remove a majority of its board of directors, or (c) is a member of it and controls alone, pursuant to an agreement with other members, a majority of the voting rights in it, or if it is a subsidiary of a company that is itself a subsidiary of that other company.
- c) **Sham or façade;** "A 'sham' is...something that is intended to be mistaken for something else or that is not really what it purports to be. It is a spurious imitation, a counterfeit, a disguise or a false front. It is not genuine or true, but something made in imitation of something else or made to appear to be something which it is not. It is something which is false or deceptive." Ibid, 537 Neither is it necessary for the sham company to have been incorporated for the purpose of perpetrating the fraud, as "[a] fraud is no less of a fraud because a pre-existing company is used and an intention is no more of an intention because a wholly new company did not need to be set up for the purpose." Payne, above, n 52, 290.
- d) **Fraud;** An argument of "fraud" relates to the alleged use of a corporation by the controller to evade a legal or fiduciary obligation. To be successfully argued, the controller "must have the intention to use the corporate structure in such a way as to deny the plaintiff some pre-existing legal right." J Payne, 'Lifting the Corporate Veil: A Reassessment of the Fraud Exception' (1997) 56 Cambridge Law Journal 284, 290.
- e) **Unfairness / justice - Equitable principles.**
- ... to hold the transferee-corporation, and the sole shareholder, liable Specifically, the Court found that the yacht corporation had transferred all of its assets, post-judgment, in order to hinder, delay, or defraud the Plaintiff. Resultantly, the yacht corporation had its veil pierced and its sole shareholder and one of his other closely-held corporations were found liable for the underlying judgment. Broward Marine, Inc. v. S/V Zeus, No. 05-23105CIVOSULLIVAN, 2010 WL 427496 (S.D. Fla. Feb. 1, 2010).

d) Other Shareholder relationship showing accepted ground for piercing the corporate veil - Liability in person of D1, D2, D5, D7, D9, D10, D11, D12 and D13.

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D6 heading D7 and D8 Grangeford / Tuscola.

- i) SCHEDULE 6 Evidence E3 shows the following relationships between shareholders and directors.
- ii) D6 is the controlling shareholder in Asquith PM Limited, Paramount PM Limited and Paraham PM Limited and sole director thereof. Asquith is the sister building to Austin Hall and generally PM stands for property management so is there intent to not only own and manage the maintenance via his controlled Regent Property Management but also to take over the rental of units?
- iii) The ownership does not show much as many are owned by offshore companies, but Grangeford is dominant and Viaport, Ash and
- iv) Beaconwood (especially in regards the link to Simon Cliffords who is the Director of Regent Property Management (where D6 is a Director through his actions)
- v) sticking out as not only is Tuscola / GAM the owners of the freehold but it decides who the management company is which clearly is a massive conflict of interest as the management company should be there to maximize the benefit to the leaseholders!
- vi) The BVI parent companies are variant names with Tuscola and Grangeford Asset Management Ltd.
- vii) D8 was equal owner with D6 of Viaport, which is legacy of D6's relationship with Distant View which was the front for Alkos Investments in Panama.
- viii) The ownership is structured that it goes offshore to the BVI thereby the claimant is unable to establish ownership.
- ix) The control however is by D6 who has been or is director on all companies except Viaport (105) Limited which is dormant, and resigned 3 directorships handing them over to his brother, and 4 where the companies have been dissolved.
- x) Viaport Limited was owned equally by D6 and D8, and is still a director on 15 companies despite being dissolved.
- xi) This shows there was and Agency relationship at the time and liability was in person as legal and equitable Titles were merged.
- xii) D6 clearly has total control over the group of Tuscola and Grangeford, and the companies are clearly a related group at law.
- xiii) Is it a sham - yes as most of the non building specific companies are in the same business, but in Schedule 4 - The misunderstood Corporate Veil - Directors Liability it most certainly is a sham,

D10 heading D11, D12, D13 the USL group, sham or fraud?

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- (1) D10, D11 and D12 had been equal shareholders in Urban Lifestyle Management Ltd (**hereinafter USM**) since June 2016 which owned USL Holdco Limited (USLHL) when the following occurred;
- (a) Valeo USL Holdco Limited (**hereinafter VUSLHL**) was incorporated on 12 December 2017 with VSA 2 Jersey Limited (offshore company) with Theodore Rollins owning over 75% of that company (PSC).
 - (b) On the 9 January 2018 D10, D11 and D12 "sold" their shareholding in USM to VUSLHL and D10 and D11 resigned their directorships.
 - (c) On the 9th January 2018 D10 and D12 also resigned their directorship in Inca Holdco Limited.
 - (d) On the 9th January 2018 USL Holdco Limited changed its name to Valeo USL Limited. where only D11 and D12 resigned their directorship on that day, with D10 remaining.
- (2) The result of this is that in the witness statement dated 4 June 2018 of D10 submitted in the application to remove directors from this claim;
- (a) the rent money collected by "USL" on behalf of the Claimant (app £4 million in total including other beneficiaries) is in one of these 2 companies depending on if 6 or 8 of D10 is true. This money is no longer the legal property of D10, D11 and D12. but the actions suggest it is in
in
Valeo USL Holdo Ltd where D10 did not resign his directorship!

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SCEHDULE 4. The misunderstood Corporate Veil - Directors Liability in person D1, D2, D3, D4, D5, D6, D7, D8, D9, D10, D11, D12, D13.

- 1) As established in Companies are Express Trusts..... and therefore Shareholders cannot additionally be Trustees AND beneficiaries as that merges Legal beneficial and Legal titles thereby collapsing the trust
- a) So that there is absolutely no doubt of the company as a separate legal fiction from the people working therein very specific criteria are in place in Companies Act 2006

44Execution of documents

- (1)Under the law of England and Wales or Northern Ireland a document is executed by a company—
 - (a)by the affixing of its common seal, or
 - (b)by signature in accordance with the following provisions.
- (2)A document is validly executed by a company if it is signed on behalf of the company—
 - (a)by two authorised signatories, or
 - (b)by a director of the company in the presence of a witness who attests the signature.
- (3)The following are “authorised signatories” for the purposes of subsection (2)—
 - (a)every director of the company, and
 - (b)in the case of a private company with a secretary or a public company, the secretary (or any joint secretary) of the company.
- (4)A document signed in accordance with subsection (2) and expressed, in whatever words, to be executed by the company has the same effect as if executed under the common seal of the company.
- (5)In favour of a purchaser a document is deemed to have been duly executed by a company if it purports to be signed in accordance with subsection (2).

A “purchaser” means a purchaser in good faith for valuable consideration and includes a lessee, mortgagee or other person who for valuable consideration acquires an interest in property.
- (6)Where a document is to be signed by a person on behalf of more than one company, it is not duly signed by that person for the purposes of this section unless he signs it separately in each capacity.
- (7)References in this section to a document being (or purporting to be) signed by a director or secretary are to be read, in a case where that office is held by a firm, as references to its being (or purporting to be) signed by an individual authorised by the firm to sign on its behalf.
- (8)This section applies to a document that is (or purports to be) executed by a company in the name of or on behalf of another person whether or not that person is also a company.

- b) Therefore any document failing to meet these criteria is done with personal liability and thereby gives the shareholder limited liability.
- 1) Most of the Directors have multiple legal fictions in breach of Companies Act 2006 where they are under obligation and at law not to provide accurate information, some might be honest mistake but the consistency shows this not to always be true.

1112General false statement offence

- (1)It is an offence for a person knowingly or recklessly—
 - (a)to deliver or cause to be delivered to the registrar, for any purpose of the Companies Acts, a document, or
 - (b)to make to the registrar, for any such purpose, a **statement that is misleading, false or deceptive in a material particular.**

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i) D1 is 4 legal fictions at Companies House

- (1) https://beta.companieshouse.gov.uk/officers/_uh_s4_EJ7QDiUNUdMSM2JpvUSo/appointments
- (2) <https://beta.companieshouse.gov.uk/officers/K6m-suqhr2M1zlcByeW22Y7y4/appointments>
- (3) https://beta.companieshouse.gov.uk/officers/GQbTL0F6f2iC1_sYIHMSW911KUY/appointments
- (4) https://beta.companieshouse.gov.uk/officers/c89pL3UYsIW3sW6iK_-tcr_j87w/appointments

ii) D2 is 2 legal fictions at Companies House

- (1) <https://beta.companieshouse.gov.uk/officers/-B3496E80s1ipX4aR4cNrsESwg/appointments>
- (2) <https://beta.companieshouse.gov.uk/officers/4061a6JmtDc8469r2czApKSMJTo/appointments>

iii) D6 is registered as 5 legal fictions at Companies House, 1 of which may have just cause.

- (1) <https://beta.companieshouse.gov.uk/officers/l2jQAZY1uaXtAebS39nFLIqAxqk/appointments>
- (2) <https://beta.companieshouse.gov.uk/officers/VIBnaez8BnAeXplenOkzRYhj9MA/appointments>
- (3) https://beta.companieshouse.gov.uk/officers/K2ZdUjXw-Jc_tpxQoom26DxY9ho/appointments
- (4) <https://beta.companieshouse.gov.uk/officers/NnpuzlkMlf4PoUOYilefqqLz5ts/appointments>
- (5) <https://beta.companieshouse.gov.uk/officers/Ozi7gUNwqIVz-Kki9CGa5DAbROI/appointments>

iv) D7 is 2 legal fictions at Companies House which appear innocent.

- (1) <https://beta.companieshouse.gov.uk/officers/nu8FW4Kq0A2HuwESbD674LMn4FQ/appointments>
- (2) <https://beta.companieshouse.gov.uk/officers/fuiB5BUHKQRPhbY6k-USxr9BpCE/appointments>

v) D9 is registered as 2 legal fictions at Companies House which appear innocent

- (1) <https://beta.companieshouse.gov.uk/officers/XOFI1FuQl8F1ihLgRvgOxTEte3Q/appointments>
- (2) <https://beta.companieshouse.gov.uk/officers/tyAX6l8yLktYn6tPlbk648KbW4s/appointments>

vi) D11 is 2 legal fictions at Companies House 1 appears suspicious

- (1) https://beta.companieshouse.gov.uk/officers/csHUNIsy0W3VwfShHO1PkdS_SQU/appointmentsjj
- (2) <https://beta.companieshouse.gov.uk/officers/8V7LETQzLhJt6nlyl8281SaLDr8/appointments>

vii) D12 is 3 legal fictions at Companies House 1 appears suspicious

- (1) https://beta.companieshouse.gov.uk/officers/MLzZEXrown_dyqrouRmrrVePscU/appointments
- (2) https://beta.companieshouse.gov.uk/officers/MLzZEXrown_dyqrouRmrrVePscU/appointments
- (3) <https://beta.companieshouse.gov.uk/officers/F8avz5aouDBhmhtcdUtPtqat3qg/appointments>

viii) D13 is 2 legal fictions at Companies House 1 appears suspicious

- (1) https://beta.companieshouse.gov.uk/officers/4ZajAGWVDiGiN-nmKZT6qet6j_Q/appointments
- (2) <https://beta.companieshouse.gov.uk/officers/YQnw7R4XvUbOTIYeu6u0Eh5AFF8/appointments>

ix) This highlights a failure in the fiduciary duties of the registrar to society Companies Act 2006.

Companies Register:

1082 Allocation of unique identifiers

(1) The Secretary of State may make provision for the use, in connection with the register, of reference numbers (“unique identifiers”) to identify each person who—

- (a) is a director of a company,
- (b) is secretary (or a joint secretary) of a company, or.....

1093 Registrar’s notice to resolve inconsistency on the register

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(1) Where it appears to the registrar that the information contained in a document delivered to the registrar is inconsistent with other information on the register, the registrar may give notice to the company to which the document relates—

(a) stating in what respects the information contained in it appears to be inconsistent with other information on the register, and

(b) requiring the company to take steps to resolve the inconsistency.

(2) The notice must—

(a) state the date on which it is issued, and

(b) require the delivery to the registrar, within 14 days after that date, of such replacement or additional documents as may be required to resolve the inconsistency.

1096 Rectification of the register under court order

(1) The registrar shall remove from the register any material—

(a) that derives from anything that the court has declared to be invalid or ineffective, or to have been done without the authority of the company, or

(b) that a court declares to be **factually inaccurate**, or to be derived from something that is factually inaccurate, or forged, and that the court directs should be removed from the register.

PART 29 FRAUDULENT TRADING

993 Offence of fraudulent trading

(1) If any business of a company is carried on with intent to defraud creditors of the company or creditors of any other person, **or for any fraudulent purpose**, every person who is knowingly a party to the carrying on of the business in that manner commits an offence.

(2) **This applies whether or not the company has been, or is in the course of being, wound up.**

(3) A person guilty of an offence under this section is liable—

(a) on conviction on indictment, to imprisonment for a term not exceeding ten years or a fine (or both);

(b) on summary conviction—

(i) in England and Wales, to imprisonment for a term not exceeding twelve months or a fine not exceeding the statutory maximum (or both);

(ii) in Scotland or Northern Ireland, to imprisonment for a term not exceeding six months or a fine not exceeding the statutory maximum (or both).

PART 31 DISSOLUTION AND RESTORATION TO THE REGISTER CHAPTER 1

1001 Duty to act in case of company being wound up

(5) However—

(a) **the liability (if any) of every director, managing officer and member of the company continues and may be enforced as if the company had not been dissolved**, and

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(b) nothing in this section affects the power of the court to wind up a company the name of which has been struck off the register.

2) SELF EVIDENT LOGIC AND REASON AND AT LAW: As a shareholder delegates authority to the directors of a limited liability company, if a director exceeds that authority they no longer fall under the protection of that authority and hold liability in person.

a) D1, D2, D4, D5, D6, D7, D8, D9, D10, D11, D12 and D13 hence hold liability in person as directors of any harm knowingly caused resulting from exceeding their delegated authority thereby creating joinder as an additional [trustees of their own wrong, Trustee de son Tort. Mara v Browne 1896.](#)

3) SELF EVIDENT LOGIC AND REASON AND AT LAW: Acting as a director creates a director which is confirmed in Companies Act 2006

1261 Minor Definitions: "director", in relation to a body corporate, includes any person occupying in relation to it the position of a director (by whatever name called) **and any person in accordance with whose directions or instructions (not being advice given in a professional capacity) the directors of the body are accustomed to act;**

1) **D3 Heading (D1, D2, D3, D4, D5 D9 one group) A Small Sample:**

(1) [Group Order Request & Purchase Order Process email](#) (E30)

(a) From D1 using pinnaclealliance email, fully owned by Mason and Vaughan Group, as financial consultant as he was not a director until D4 resigned (20/3/18) therefore as owner is directing directors.

(b) Tony Freeman has been instructed on behalf of the Directors of each group "asses and provide approval" before any order requests go down to the Directors who have just authorised him and thereby can no longer order without his approval giving D3 full control of all expenses - this is no mean feat!

(c) Additionally Jennifer Tappin holds this power in D3's absence.

(d) Group 1 is Michael Patterson and Alan Freeman Companies, and Group 2 are HS??? and Andrew Dixon Companies

(2) [Email to group from Jennifer Tappin @pnniclaaalliance.com](#) (E31)

(a) From Jennifer Tappin - Pinnacle Alliance

(b) To list includes D2 at Harper Brooks. Further "group companies"

(i) D1 at Pinnacle Alliance.

(ii) Mason and Vaughan Holdings which is owned by D2

(iii) D3 at Pinnacle Alliance.

(iv) D4 at Pinnacle Alliance.

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- (v) [D9 at webuyanyhouse.com which on the 18 November 2016 changed names to Everbright Property Maintenance Limited which was and still is owned by D2 and D9 has been a co-director with D9 since 18 December 2015](#)
- (c) This confirms D1, D2, D3, D4 and D9 have been operating as one group for some time.
- (3) [Email from Jennifer Tappin this time at Harper Brooks of a forwarded message from Wirral Solicitors instructing someone to sign following their conversation with D3](#) (E31)
- (4) [Email from David Roberts, D5 confirming draft has been sent to D3 and Jennifer Tappin for approval](#) (E32)
- (5) [Power of Attorney from a project director to D5 shows D5 not an attorney, but has actual control within the group.](#)(E33)
- (6) This adds D5 to the group over and above acting as attorney.
 - a) The actions of D3 hence hold liability in person of any harm knowingly caused thereby creating joinder as an additional [trustees of their own wrong, Trustee de son Tort. Mara v Browne 1896.](#)
 - b)
 - 4) SELF EVIDENT LOGIC AND REASON AND AT LAW: If a director is without the knowledge or skills required to fulfill their responsibilities and continue to act without gaining (including getting staff with specialist knowledge if needed) the required knowledge is liable in person for any harm caused.
 - a) D1, D2, D3, D4, D5, D6, D7, D8, D9, D10, D11 and D12 hence hold liability in person as directors of any harm knowingly caused resulting from knowingly not gaining any required knowledge if needed thereby creating joinder as an additional [trustees of their own wrong, Trustee de son Tort. Mara v Browne 1896.](#)
 - 5) SELF EVIDENT LOGIC AND REASON: Once a director is with knowledge, or would be within reason and knowledge deducible by a reasonable person, of actual or potential harm resulting from the actions of any directors of a company within which they have a shareholding is under an obligation through the fiduciary duty imposed upon the shareholder by the granting of the privilege of limited liability to notify the said director(s) and take all reasonable effort to do all within their power to have directors end those actions, and if that fails to withdraw their investment thereby halting their liability. Failing to act with knowledge is as unconscionable as not acting.
 - a) D1, D2, D3, D4, D5, D6, D7, D8, D9, D10, D11 and D12 hence hold liability in person as directors of any harm knowingly caused where they have been notified and failed to take action to end that harm continuing thereby creating joinder as an additional [trustees of their own wrong, Trustee de son Tort. Mara v Browne 1896.](#)

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- 6) Joinder of parties is as established herein, show the following directors are liable in person and therefore their relationship as [trustees of their own wrong, Trustee de son Tort. Mara v Browne 1896](#) with the Claimant.
- a) Documents executed in person purporting to be from the Company D4
- b) Multiple Legal Entities: (D1, D2, D9) (D6 D7) (D11, D12)
- c) Unlawful removal of Trust property (Legal Charges, SDD, RGA and not returning the proceeds to PSDL to complete the commitments, removing trust money to pay unrelated bills as additionally detailed in D. Chronology - What Happened (D1, D2, D3, D4, D5, D9)(D6 , D7, D8) (D10, D11, D12)
- d) Intent to defraud Claimant (D1, D2, D3, D4, D5, D9 by allowing USL to rent out the Claimants Unit), (D6, D7, D8 by not fulfilling their covenant undertaken in the Title absolute), (D10, D11, D12, D13 by failing to pay the rental income since notification served on the 10th February 2018 and additionally removing trust property, being the rental money, to another legal entity (D10 has named 2 separate legal entities and has contradicting himself as to which one actually has the money and which both are now outside of their legal ownership within his witness statement dated 4June 2018).
- 8) Using the same criteria which would render shareholders liable as directors has less authority automatically they would be liable for the same acts and some are listed here.

Fraud:

- a) D1 to D9 knowingly removed trust property, being the LRLC and CHLC in breach of the AFS
- b) D10, D11 and D12 have removed the claimant's right to the rental income which they no longer legally hold but the claimant is still the equitable title holder.

Sham or Facade: (D1, D2,D3, D4, D5, D9 - Numerous company names and multiple companies email addresses for the same actors), (D6, D7, D8 Tuscola, Beaconwood, Viaport (dissolved) , Grangeford, Regent Property Management), (D10, D11 and D12 USL, Urban Student Life, Urban Lifestyle Management Inca, Valeo...) are not what they appear as shown.

Group Enterprise: (D1, D2, D5, D9), (D6, D7, D8), (D10, D11 and D12) Form 3 groups though cross directorships.

There is only one law - no human has the authority to knowingly cause another harm.

B - Directors are Trustees of the Company - an express trust within a trust.

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- 1) D3 and D9 Equitable beneficiaries from a private trust agreement (E3 - Nominal Shareholder Agreement) and thereby in accordance with the Senior Courts Act 1981, 49 stands as a shareholder within the "Pinnacle Group" thereby creating joinder as an additional [trustees of their own wrong, Trustee de son Tort. Mara v Browne 1896](#) .
- 2) (D1, D2, D3, D5, D9), (D6, D7, D8), (D10, D11, D12) shown by company groups hence hold liability in person as shareholders of any harm knowingly caused where they have been notified and failed to take action to end that harm continuing thereby creating joinder as additional [trustees of their own wrong, Trustee de son Tort. Mara v Browne 1896](#) ..
- 3) SELF EVIDENT LOGIC AND REASON AND PRECEDENCE: As a shareholder delegates authority to the directors of a limited liability company, if the shareholder interferes by any method or capacity with the running of that company beyond their voting rights, then the shareholder is removing themselves from the protection granted in the privilege of limited liability, i.e. you can only be one or the other thereby creating joinder as an additional [trustees of their own wrong, Trustee de son Tort. Mara v Browne 1896](#) ..
- 4) (D1, D2, D3, D5, D9), (D6, D7, D8), (D10, D11, D12) shown by company groups hence hold liability in person as shareholders of any harm caused resulting from any reason as established herein by having created joinder as additional [trustees of their own wrong, Trustee de son Tort. Mara v Browne 1896](#) .
- 5) Joinder of parties is as established in Schedule 3. The misunderstood "Corporate Veil" - shielding shareholders from liability, show the following shareholders are liable in person and therefore their relationship as [trustees of their own wrong, Trustee de son Tort. Mara v Browne 1896](#) with the Claimant.
 - a) **Agency:** (D1, D2, D3, D5, D9), D7, (D10, D11, D12) meet this criteria as established by the definition being by having effective control of another company. This is not possible for the Claimant to establish for D6 and D8 as they are registered in the BVI, however there is an admitted agency relationship between TL and GAM which results in liability in person as directors in Schedule 4. The Legal Responsibility and Liability of Directors in Person.
 - b) **Fraud:** D10, D11 and D12 have removed the claimant's right to the rental income which they no longer legally hold but the claimant is still the equitable title holder.
 - c) **Sham or Facade:** (D1, D2, D3, D5, D9 - Numerous company names and multiple companies email addresses for the same actors), (D6, D7, D8 Tuscola, Beaconwood, Viaport (dissolved), Grangeford,), (D10, D11 and D12 USL, Urban Student Life, Urban Lifestyle Management Inca, Valeo...) are not what they appear as shown.

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- d) **Group Enterprise:** (D1, D2, D5, D9), (D6, D7, D8), (D10, D11 and D12) Form 3 groups as defined in The Companies Act 2006.

USL had 1500 shares until 21 January 2016 with D10 and D12 owning 800 and D13 owning 200. The remaining 500 (33.3% were held by others).

- a. It reduced its share capital by 107 (signed 19 April 2016, submitted 19 April 2017) therefore **leaving 1397 shares.**
- b. On the 21 February 2017 It reported 1500 shares so the share reduction date may be an honest mistake and nominating **D10 as Person with Significant Control (PSC)**
- c. On the same day it reported the share capital to be 1318 shares with D10 and D12 each owning 428, D11 and D13 each owning 142 and a 5th shareholder owning 178, making the **1318 shares...**
- d. On the 5 September 2017 D10 setup up USL Holdco Ltd being sole shareholder, with D10, D11 and D12 being the Directors
- e. On the 12 December 2017 Valeo USL Holdco Limited was incorporated with VSA Jersey 2 Limited as the sole shareholder wherein Theodore Rollins owns over 75% of the shares.
- f. On the 18 December 2017 D10, D11, D12 and **D13** signed a solvency statement that USL *"there is no ground on which then the Company could then be found to be unable to pay (or discharge) its debt."*
- g. Thereby allowing it to reduce its share capital by 1318 share, **leaving 75 shares unaccounted** for as no returns have explained this, and David Choules is PSC.
- h. Coincidentally On the same day USL Holdco Ltd split is 1 share into 100.
- i. On the same day it issued a share allotment of 131800 (@0.01=1318)
- j. On the 9 January 2018 Valeo USL Holdco Limited became the controlling shareholder of USL Holdco Limited
- k. On the 21 January 2018 USL Holdco Limited changes its name to Valeo USL (**D13 signed on the 9 January 2018**).

And where is the claimed £4m from the students rent - in one of the legal entities which have no legal connection with USL... (need to finish -**money laundering / fraud?**)

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SCHEDULE 5 - Evidence

- E1 - Agreement For Sale dated 23 June 2014. (AFS)
- E2 - Freeman Group - Ownership and Directorships
- E3 - Grangeford Group - Ownership and Directorships
- E4 - USL Group - Ownership and Directorships

etc....

up to E33

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