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ABBREVIATIONS

Hollinberry Estates Limited (formerly Harper Brooks (UK) Limited	HEL
Pinnacle Student Developments (Leeds) Limited	PSD
Pinnacle Student Buyers (Leeds) Limited	PSB
Urban Student Life Limited	USL
Tuscola (FC 105) Limited	TL
Agreement for Sale (Evidence 54.1)	AFS
Client Account / Designated Account / Rental Guarantee Deposit	CA
Declaration of Trust (Evidence 56.1.1)	DOT
Land Registry Legal Charge (Evidence 54.10.2)	LRLC
Companies House Legal Charge (Evidence 54.10.3)	CHLC
Security Deposit Deed (Evidence 54.10.6.1)	SDD

[personal editorial notes after submission for trial and links to evidence added in points]

EVIDENCE

1. Is numbered with the prefix [E] followed by the same reference as the point number it relates to eg. evidence for point 1.a is expressed as (E1.a) being the Reservation Agreement.
2. The court has been issued with a complete bundle of all documents.
3. The paragraphs are linked to the source documents to download directly from the relevant point or from the Evidence list on the last page of this document - PLEASE NOTIFY ME IF ANY OF THE LINKS DO NOT WORK SO I CAN REPAIR THE LINKS.

NOTE:

This Reply to the defence is being uploaded to the web and I will forward links within 7 days PLEASE NOTIFY ME IF ANY OF THE LINKS DO NOT WORK SO I CAN REPAIR THE LINKS.

A. DEFINITIONS

1. **Bold** and or Capitals are used for emphasis.
2. Red is used for quotations and where not hyperlinked to source documents when no reference is given.

"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."

- 2.1. **Law, Lawful:** Pertaining only to living legal "persons". Lawful has the following 3 characteristics;

- 2.1.1. Law is discoverable by observation,
- 2.1.2. Law is testable with reason,
- 2.1.3. The highest Truth is Law until rebutted,

- 2.2. There are many maxims of law confirming this;

2.2.1. Maxim (Bouvier's Law Dictionary, 1856): An established principle or proposition. A principle of law universally admitted, as being just and consonant with reason.

2.2.2. Maxim (William C. Anderson's A Dictionary of Law, (1893), page 666): So called...because its value is the highest and its authority the most reliable, and because it is accepted by all persons at the very highest.

2.2.3. Maxim of Law (Black's Law Dictionary, 3rd Edition, (1933), page 1171): An established principle of proposition. A principle of law universally admitted as being a correct statement of the law, or as agreeable to reason. Coke defines a maxim to be "a conclusion of reason" Coke on Littleton, 11a.

- 2.3. This is confirmed in the Rules and Principles of Equity which acts in personam (on the human and not the legal fiction)
- 2.4. This is also confirmed in Civil Procedure Rules - The Defence
- Content of defence 16.5*
- (1) In his defence, the defendant must state –*
- (a) which of the allegations in the particulars of claim he denies;*
- (b) which allegations he is unable to admit or deny, but which he requires the claimant to prove; and*
- (c) which allegations he admits.*
- (2) Where the defendant denies an allegation –*
- (a) he must state his reasons for doing so; and*
- (b) if he intends to put forward a different version of events from that given by the claimant, he must state his own version.*
- (3) A defendant who –*
- (a) fails to deal with an allegation; but*
- (b) has set out in his defence the nature of his case in relation to the issue to which that allegation is relevant, shall be taken to require that allegation to be proved.*
- 2.5. **"person.** 1. Human being - also termed natural person, 2. The living body of a human being..."
- Black's Law Dictionary 10th Edition.*
- 2.6. Hence my lawful name is "Marc Anton Paul", that given by my parents at birth, of which I commonly only use "Marc" for my private interactions with fellow humans.
- 2.7. The reason I have not taken legal advice is because I am a person, and not an
- 2.8. **"artificial person.** An entity such as a corporation, created by law and given certain rights and duties of a human being, who for the purposes of legal reasoning is treated more or less as a human being." *Black's Law Dictionary 10th Edition.*
- 2.9. Due to the impossibility of an artificial person being unable to act it is unable to cause harm to a human,
- 2.10. *Justice, v. To do justice, to see justice done; to summon one to do justice.*

2.11. *Justice, n. 1. Title given to judges, 2. Proper administration of laws. In jurisprudence, the constant and perpetual disposition of legal matters or disputes to render every man his due*

Black's Law Dictionary 6th Edition..

2.12. I seek equitable relief as in the legal world, justice only provides legal redress within the law and does not provide fair and just equitable relief,

3. Legal: Rules created by any society by any name including but not limited to Bulls, Degrees, Laws, Bye Laws, Acts.

3.1. Pertaining to Legal fictions, (now defined as "artificial persons" in Black's Law Dictionary 10th edition), to lawfully be held liable prior consent must be given to establish joinder and hence jurisdiction

4. Hence I, Marc Anton Paul [human]; being the given names to me by my parents shortly after my birth, having no address, do primarily reside in a property known by its address [its Title]: Fintas, Block 4, Street 1, Qasma 393, Number 4, Kuwait; and I am acting as a litigant [my Title as Claimant] in person, representing my artificial person required to legally conduct business with fellow humans, by the title given by society for me to use when I so choose by my freewill and consent, [Mr] Marc Anton Paul, and the family name [Horn]..

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

5.1. 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.....

5.2. 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.

"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." **Lord Coleridge CJ**

- 5.3. **Equity** unlimited in human conscience, as opposed to limited by rulers eg. "Kings Conscience". **[for next version note to self: should be number 6]**
6. **Citizen / Subject / or other title by any name** is the artificial person created to regulate commerce between humans and EXCLUDES all humans who have not given specific consent to specific "laws".
7. Hence lawful pertains to humans, and legal to anything a human consents to by their freewill and thereby becoming a person as well as being a human.
8. **Public** is the humans that make up a society under a jurisdiction, whether consented to or not.
9. **Defendants are referred to as D#, with the # being as listed on the defendants list.**

B. NOTICES OF DISCONTINUANCE D2, D7, D8 AND D9.

Having considered the evidence following the submitted Defences, I no longer see cause to continue any action against the following defendants;

D2; Even though the latest accounts of the "Freeman / Mills Group" Show only one company with a substantial asset value compared to the rest which at a glance technically are bank rupt and should not be operating, I have satisfied myself that I do not have enough evidence as expressed by his actions to continue my claim against him.

Mason & Vaughan Holdings Limited	31/03/2017	£4,506,679	7074605
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D7; a. Title absolute expresses [Tuscola (FC105) Ltd incorporated in British Virgin Islands of Commerce House...VG1110 and of Grangeford Asset Management...]

b. If it was only the address then it would be expressed [Tuscola (FC105) Ltd incorporated in British Virgin Islands of Commerce House...VG1110[,] and [care] of Grangeford Asset Management...].

c. or more concisely to remove any ambiguity no mention of Grangeford Asset Management if it has no interest.

I have satisfied myself that due to ambiguity of the freehold, and as it appears D7 is merely a named Director, having become 100% sole owner and only director, from his brother D6 on the 31 December 2012,

I have satisfied myself that it is equitable to discontinue my claim against him.

D8; Although never having been a Director of Gangeford Asset Management, and admitting the Grangeford Asset Management "represents Tuscola",

I have satisfied myself that it is equitable to discontinue my claim against him.

D9 It is equitable as D9's only involvement in the harm caused which resulted me in bringing my claim against him is that of middle man by subcontracting his obligations in

the Management Agreement of the AFS from PSD onto USL and having the right to charge extortionate fees compared to the value as expressed between HEL and USL. Additionally USL have admitted holding the money received from the rental income and we only dispute the actual amount;

- a.** The 10th to 12th Defendants have admitted for Unit 609 they have received the funds and have control thereof.
- b.** The 10th to 12th Defendants have admitted they are unable to adjudicate who to make the payment to and are willing to do so once a judgement is made.
- c.** The 10th to 12th Defendants have averred competing claims include the 6th and 9th Defendants.

I have satisfied myself that it is equitable to discontinue my claim against him.

Extensive consideration was given to discontinue my claim against D4 and D13, however equitably;

D4 should have been aware of what was going on as a Director and as a result of just following orders makes him as guilty as those that gave the orders by not having the courage to stand up and take the consequences which is unconscionable. What swung me was that as Julie Harvey had the courage to do the right thing D4 should not be rewarded for doing the wrong thing and hence I withdraw the offer to issue discontinuance given to his representative.

D13 Clearly is only a name and not an active Director which is proven by the fact that the defence of USL even omitted **[should be admitted: typo]** in the hearing of the 18 June 2018 with their own statement of truth proved he actually was a listed director. It is unconscionable that people merely put down their names as directors and take consideration and fail to take into account the potential liability of their actions. Accordingly I felt it was not right to remove him from my claim as he too could have had the courage to do the right thing!

NOTE: I did try to resolve my dispute with the above defendants in private in my pre-court action and the above acted dishonourably by not responding.

C. THE CORPORATE VEIL - SHARE HOLDER IMMUNITY

I. RECOGNITION OF TRUSTS ACT 1987

Chapter I—Scope

10. Article 1

10.1. "This Convention specifies the law applicable to trusts and governs their recognition."

11. Article 2

11.1. *"...the term "trust" refers to the legal relationship created -- inter vivos.[the company is formed] or on death —by a person, the settlor [shareholder] , when assets have been placed under the control of a trustee [director] for the benefit of a beneficiary [shareholder] or for a specified purpose."*

11.2. "... A trust has the following characteristics --"

11.2.1. "(a)the assets constitute a separate fund and are not a part of the trustee's own estate;"

11.2.1.1. The separate funds are legally owned by the company and do not form a the trustee's own estate.

11.2.1.2. Unless of course the shareholder is the person of significant control thereby collapsing the trust! (eg only shareholder is the only director).

11.2.2. "(b)title to the trust assets stands in the name of the trustee or in the name of another person on behalf of the trustee; "

11.2.2.1. The company owns legal title of the trust assets.

11.2.3. " (c) the trustee has the power and the duty, in respect of which he is accountable, to manage, employ or dispose of the assets in accordance with the terms of the trust and the special duties imposed upon him by law."

11.2.3.1. The directors have all the power and duty to perform the requirements of "the trustee"

12. Article 3

"The Convention applies only to trusts created voluntarily and evidenced in writing. **[Articles of Association]**"

13. Article 4

"The Convention does not apply to preliminary issues relating to the validity of wills or of other acts by virtue of which assets are transferred to the trustee **[assets are transferred to company]**".

14. Article 5

"The Convention does not apply to the extent that the law specified by Chapter II does not provide for trusts or the category of trusts involved."

Chapter II — Applicable Law

15. Article 6

"A trust shall be governed by the law chosen by the settlor. The choice must be express or be implied in the terms of the instrument creating or the writing evidencing the trust, interpreted, if necessary, in the light of the circumstances of the case. **[Companies Act 2006]**

Where the law chosen under the previous paragraph does not provide for trusts or the category of trust involved **[the trust is formed by Chapter 1; therefore automatically is included on The Three Certainties (Knight v Knight 1840 49 ER 58), Equitable time precedence being first in time is first in line, and is confirmed in Article 14, and this is where humans get relief from shareholders who have full knowledge of harm caused if not specified in Companies Act 2006, which is when actors such as directors exceed their delegated authority by the company and or by agreements that they enter into]** , the choice shall not be effective and the law specified in Article 7 shall apply "

16. Article 7

"Where no applicable law has been chosen [Companies Act 2006 is the chosen law], a trust shall..."

17. Article 8

"The law specified by Article 6 or 7 shall govern [Companies Act 2006 is the chosen law]..."

18. Article 9

"In applying this Chapter a severable aspect of the trust, particularly matters of administration, may be governed by a different law."

19. Article 10

"The law applicable to the validity of the trust shall determine whether that law or the law governing a severable aspect of the trust may be replaced by another law."

Chapter III—Recognition**20. Article 11**

"A trust created in accordance with the law specified by the preceding Chapter shall be recognised as a trust.

*Such recognition shall imply, as a minimum, that the trust property constitutes a separate fund **[the company]**, that the trustee may sue and be sued in his capacity as trustee **[when exceeding delegated authority]**, and that he may appear or act in this capacity before a notary or any person acting in an official capacity.*

*In so far as the law applicable to the trust requires or provides, such recognition shall imply in particular— **[all 4 are true for directors]**"*

20.1. *"(a) that personal creditors of the trustee shall have no recourse against the trust assets;"*

20.2. *"(b) that the trust assets shall not form part of the trustee's estate upon his insolvency or bankruptcy;"*

20.3. *"(c) that the trust assets shall not form part of the matrimonial property of the trustee or his spouse nor part of the trustee's estate upon his death;"*

20.4. "(d) that the trust assets may be recovered when the trustee, in breach of trust, has mingled trust assets with his own property or has alienated trust assets. However, the rights and obligations of any third party holder of the assets shall remain subject to the law determined by the choice of law rules of the forum."

21. Article 12

"Where the trustee desires to register assets, movable or immovable, or documents of title to them, he shall be entitled, in so far as this is not prohibited by or inconsistent with the law of the State where registration is sought, to do so in his capacity as trustee or in such other way that the existence of the trust is disclosed.**[applicable to directors]**"

NO ARTICLE 13

22. Article 14

"The Convention shall not prevent the application of rules of law more favourable to the recognition of trusts **[The Three Certainties (Knight v Knight 1840 49 ER 58)]**."

Chapter IV—General Clauses

23. Article 15

"The Convention does not prevent the application of provisions of the law designated by the conflicts rules of the forum, in so far as those provisions cannot be derogated from by voluntary act, relating in particular to the following matters—

(a) the protection of minors and incapable parties;

(b) the personal and proprietary effects of marriage;

(c) succession rights, testate and intestate, especially the indefeasible shares of spouses and relatives;

(d) the transfer of title to property and security interests in property;

(e) the protection of creditors in matters of insolvency;

(f) the protection, in other respects, of third parties acting in good faith.

If recognition of a trust is prevented by application of the preceding paragraph, the court shall try to give effect to the objects of the trust by other means."

24. Article 16

"The Convention does not prevent the application of those provisions of the law of the forum which must be applied even to international situations, irrespective of rules of conflict of laws."

25. Article 17

"In the Convention the word "law" means the rules of law in force in a State other than its rules of conflict of laws."

26. Article 18

"The provisions of the Convention may be disregarded when their application would be manifestly incompatible with public policy. [now is that determined equitably; by the people for the people, eventually as is well documented in human history!!!] "

NO ARTICLES 19 through 21

27. Article 22

"The Convention applies to trusts regardless of the date on which they were created."

28. This simply means any human that exceeds their delegated authority or is with the knowledge of causing harm to another human they are personally liable at law (the legal system - justice), and where that does not provide equitable relief for the harm caused a fair and just settlement is found under the Rules of Equity.

29. This is recognised in the Companies Act 2006 where hiding behind the veil of companies owning companies is illegal (only if you are rich enough to afford a good lawyer!)

HIDING BEHIND COMPANIES NO LONGER PROVIDES SHAREHOLDER IMMUNITY - COMPANIES ACT 2006

[The intent is that for shareholders to maintain their immunity they must have no control so as to be able to manipulate maximising social benefit for personal gain - therefore someone who sets up a limited liability company has no veil to hide behind Additionally it holds "parent" or "holding companies liable for their offspring]

30. Part 38 Companies: interpretationMeaning of “subsidiary” and related expressions1159. 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.

(2) A company is a “wholly-owned subsidiary” of another company if it has no members except that other and that other’s wholly-owned subsidiaries or persons acting on behalf of that other or its wholly-owned subsidiaries.

(3) Schedule 6 contains provisions explaining expressions used in this section and otherwise supplementing this section.

(4) In this section and that Schedule “company” includes any body corporate.”

1162. Parent and subsidiary undertakings

"(1) This section (together with Schedule 7) defines “parent undertaking” and “subsidiary undertaking” for the purposes of the Companies Acts.

(2) An undertaking is a parent undertaking in relation to another undertaking, a subsidiary undertaking, if—

(a) it holds a majority of the voting rights in the undertaking, or

(b) it is a member of the undertaking and has the right to appoint or remove a majority of its board of directors, or

(c) it has the right to exercise a dominant influence over the undertaking—

(i) by virtue of provisions contained in the undertaking’s articles, or

(ii) by virtue of a control contract, or

(d) it is a member of the undertaking and controls alone, pursuant to an agreement with other shareholders or members, a majority of the voting rights in the undertaking.

(3)For the purposes of subsection (2) an undertaking shall be treated as a member of another undertaking—

(a)if any of its subsidiary undertakings is a member of that undertaking, or

(b)if any shares in that other undertaking are held by a person acting on behalf of the undertaking or any of its subsidiary undertakings.

(4)An undertaking is also a parent undertaking in relation to another undertaking, a subsidiary undertaking, if—

(a)it has the power to exercise, or actually exercises, dominant influence or control over it, or

(b)it and the subsidiary undertaking are managed on a unified basis.

(5)A parent undertaking shall be treated as the parent undertaking of undertakings in relation to which any of its subsidiary undertakings are, or are to be treated as, parent undertakings; and references to its subsidiary undertakings shall be construed accordingly.

(6)Schedule 7 contains provisions explaining expressions used in this section and otherwise supplementing this section.

(7)In this section and that Schedule references to shares, in relation to an undertaking, are to allotted shares.

31. With the introduction of persons of significant control in 6 April 2016

[The intent is that for shareholders to maintain their immunity they must have no control so as to be able to manipulate maximising social benefit for personal gain - therefore someone who sets up a limited liability company has no veil to hide behind]

[SCHEDULE 1A](#)

[References to people with significant control over a company](#)

32. From the public record of Companies House the summaries shown as listed below form wholly owned subsidiaries of, and therefore with liability of undertakings due to PSC regulations ;

32.1. D1 - Carl Mills ([E 32.1](#)) owns 100% of MVG Holdings Ltd 100%, which in turn owns 100% of Mason & Vaughan Group Ltd, which in turn owns 100% of Pinnacle Student Developments (Leeds) Limited

32.1.1. Harper Brooks (UK) Ltd (Named Management Contractor in AFS) which changed its name to Hollinberry Estates Limited on 17 December 2015.

32.1.2. Until 13 February 2017 was 100% owned by Mason & Vaughan Group Ltd,

32.1.2.1. "sold" 100% to MVG Holdings Ltd until 5 April 2017 when "sold" to D9.

End of section

D. THE ASSUMED CORPORATE VEIL LIFTED - DIRECTORS PERSONAL LIABILITY IS HELD BY THE HUMAN ACTORS WHO EXCEED THEIR DELEGATED AUTHORITY .

33. In order for humans to conduct business in social groups common rules evolve to facilitate this.
34. A Company is created by humans acting as their artificial persons by the title of Shareholders in accordance with Companies Act 2006.
35. I [the human] delegated limited authority to artificial persons to act on my behalf as detailed hereinafter.
36. Where those actors exceeded my expressed delegated authority they hold personal liability for their actions under what is commonly known as the Rules of Equity.
37. I have via my artificial person expressly delegated some authority to the artificial persons in the Agreement For Sale as detailed hereinafter.
38. As Companies are artificial persons and cannot act, they require actors who are delegated authority as specified in their founding documents.
39. These human actors go by various titles such as Directors, who must as humans must act in accordance with the delegated authority of the Company.
40. For an act to be deemed to have been carried out by a company it must be expressed by their actors as follows;
- " 44. Execution 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. "

41. Failure to act as detailed in 34 results in personal liability to the actor.

42. Hence it is the humans within a company who have limits to their authority as expressed and they are liable within The Companies Act 2006 to perform basic non specific obligations some of which include;

"Chapter 2 General duties of directors

Introductory

42.1. 170. Scope and nature of general duties

The general duties

42.2. 171. Duty to act within powers

42.3. 172. Duty to promote the success of the company

42.4. 173. Duty to exercise independent judgment

42.5. 174. Duty to exercise reasonable care, skill and diligence

42.6. 175. Duty to avoid conflicts of interest

42.7. 176. Duty not to accept benefits from third parties

42.8. 177. Duty to declare interest in proposed transaction or arrangement"

43. And specifically in respect of the humans;

" 171. Duty to act within powers

A director of a company must—

(a) *act in accordance with the company's constitution, and*

(b) *only exercise powers for the purposes for which they are conferred."*

44. Failure of the humans acting as directors to act within their delegated authority puts them in breach of their fiduciary duties to the company as they have exceeded their delegated authority thereby making them liable as humans for those breaches such as;

"Supplementary provisions

178.Civil consequences of breach of general duties

(1)The consequences of breach (or threatened breach) of sections 171 to 177 are the same as would apply if the corresponding common law rule or equitable principle applied.

(2)The duties in those sections (with the exception of section 174 (duty to exercise reasonable care, skill and diligence)) are, accordingly, enforceable in the same way as any other fiduciary duty owed to a company by its directors."

45. (2) additionally puts various other actors at fault who failed in their fiduciary duties, notably failure to exercise reasonable care, skill and diligence.
46. And should the human actor be in breach of their authority delegated to them by the company's founding documents they are personally liable for harm caused such as;

"Part 36 Offences under the Companies Acts

Liability of officer in default

1121.Liability of officer in default

(1)This section has effect for the purposes of any provision of the Companies Acts to the effect that, in the event of contravention of an enactment in relation to a company, an offence is committed by every officer of the company who is in default.

(2)For this purpose "officer" includes—

(a)any director, manager or secretary, and

(b)any person who is to be treated as an officer of the company for the purposes of the provision in question.

(3)An officer is "in default" for the purposes of the provision if he authorises or permits, participates in, or fails to take all reasonable steps to prevent, the contravention."

47. Notably (3) includes any officer [including director, manager or secretary] who authorises or permits, participates in, or fails to take all reasonable steps to prevent a contravention [of exceeding the authority delegated by the founding documents of the company].

48. All the defendants are therefore at law as directors liable in person where in my AFS they have exceed their delegated authority and individual breaches by the defendants are identified hereinafter..

49. Additionally it is significant that "shadow directors" [D3 - Tony Freeman] are liable as Directors by giving more than advice to directors;

"1261.Minor definitions

(1)In this Part, unless a contrary intention appears— ...

*“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;...***”

49.1. D3 is "claimed to be a consultant" which clearly can only mean giving advice in a professional capacity, however it is not the title they are given BUT the actions they take.

49.2. It can be "*any person in accordance with whose **directions or instructions ... the directors of the body are accustomed to act;***

49.3. Julie Harvey (commenced with the Freeman / Patterson / Mills group which was operating under the image of "Pinnacle Alliance" on the 25 July 2012, in the early days.

49.3.1. However she resigned all her Directorships with all of the "group companies as she could no longer live with her conscience seeing how the businesses were run.

- 49.3.2.** Additionally she did the honourable thing to help sort the mess created by the Pinnacle Pyramid Scheme - which works fine until you can no longer get new investors, and from her police statement given to the Hong Kong Police on the 28 February 2017 ([E .49.3.2](#)) confirmed Tony Freeman as the man running things in the "Pinnacle Alliance".
- 49.3.3.** In paragraph 9 of her witness statement,
"The joint venture agreement between Tony Freeman and Peter McInnes...
[PHD1 **MCINNES, Julie Caroline** being one of the previous directors clearly is a relative, but also **RILEY, Caroline Anne** who has many links to the Freeman / Patterson / Mills "Pinnacle Alliance" going back to its early days]
...is to share the profit from this development. I have never seen an agreement between them, but it was widely known to have existed to all the senior employees involved."
- 49.3.4.** In paragraph 13 of her witness statement;
"...I repeatedly asked Tony Freeman for this information [where the investor finds are] that as a director I was legally obliged to review - however I [she] was not allowed access..."
... Tony told me that if I resigned it would cause problems for the investors and staff and made me feel I had no option but to remain. I was purely the face of Pinnacle and I was used as a puppet."
- 49.3.5.** In paragraph 14 of her witness statement;
"...I also advised Companies House that Tony Freeman was the real person of significant control (PSC). Since April 2016 it was a legal requirement in the UK to declare the likes of Tony Freeman as the shadow Director.
Tony forbade me from declaring this.
In November 2016 I decided to contact the Action Fraud team and gave them a full statement regarding Tony Freeman and the missing investigators funds.

I have received a letter stating my case has been passed to the Greater Manchester Police..."

- 49.4.** The following emails is a small sample to confirm directions and / or instructions to different directors within Pinnacle Alliance confirming D3 is not a consultant;
- 49.4.1.** "I have spoken with Tony and he wants to proceed on this basis" Director John Rozenbroek to follow D3's instructions ([E 49.4.1.](#)).
- 49.4.2.** "Authorized" in response to - "please can you authorize the following..." Approval given by D3 for director Julie Harvey to proceed ([E 49.4.2.](#)).
- 49.4.3.** "sent that over for approval. It is with Tony..." - Director Julie Harvey awaiting D3's instruction before she can proceed (via D5, [E 49.4.3.](#)).
- 49.4.4.** "You will need to discuss with Tony if the Buyers can be offered the freehold..." Director Julie Harvey cannot proceed without having to get the authorization from D3. (again via D5, [E 49.4.4.](#)).
- 49.4.5.** The directors of each group company have instructed **D3 [TF - Tony Freeman]** that the D3 (or in his absence JT - Jennifer Tappin) must provide approval before purchase orders can go back to the same group directors to sign before being passed onto accounts for processing ([E 49.4.5.](#), point 2.2 and 2.3).
- 49.4.5.1.** **AD - Andrew Dixon to approve all Group 2 forms, and MP - Michael Patterson or AF - Alan Freeman to approve Group 1 forms (E49.4.5. point 2.3))**
- 49.5.** Additionally D5 is more than just a solicitor to the Pinnacle Group.

49.5.1. D5 has power of attorney on behalf of Director Julie Harvey ([E 49.5.1.](#)).

50. In equity he who creates the liability must provide relief,

51. The liability to the human actor exceeding their delegated authority must have legal redress, and accordingly The Companies Act 2006 provides relief which it does via companies holding directors insurance;

"Chapter 7 Directors' liabilities

Provision protecting directors from liability

232. Provisions protecting directors from liability

(1) Any provision that purports to exempt a director of a company (to any extent) from any liability that would otherwise attach to him in connection with any negligence, default, breach of duty or breach of trust in relation to the company is void."

52. But that does not include cover for negligence, default, breach of duty or breach of trust which hold personal liability and insurance to third parties [such as myself] is;

"(2) Any provision by which a company directly or indirectly provides an indemnity (to any extent) for a director of the company, or of an associated company, against any liability attaching to him in connection with any negligence, default, breach of duty or breach of trust in relation to the company of which he is a director is void, except as permitted by—

(a) section 233 (provision of insurance),

(b) section 234 (qualifying third party indemnity provision), or

234. Qualifying third party indemnity provision

(1) Section 232(2) (voidness of provisions for indemnifying directors) does not apply to qualifying third party indemnity provision.

(2) Third party indemnity provision means provision for indemnity against liability incurred by the director to a person other than the company or an associated company. Such provision is qualifying third party indemnity provision if the following requirements are met.

(3) The provision must not provide any indemnity against—

(a) any liability of the director to pay—

(i) a fine imposed in criminal proceedings, or

(ii) a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (however arising); or

(b) any liability incurred by the director—

(i) in defending criminal proceedings in which he is convicted, or

(ii) in defending civil proceedings brought by the company, or an associated company, in which judgment is given against him, or

(iii) in connection with an application for relief (see subsection (6)) in which the court refuses to grant him relief."

53. And failing which if the Directors do not have insurance to cover negligence, default, breach of duty or breach of trust they hold liability in person in Equity.

End of section

E. WHO ARE THE PARTIES TO THE AFS? - THE ACTORS AND THEIR SCRIPTS

54. It is admitted by Pinnacle Student Developments (Leeds) Limited (hereinafter **PSD**) [D1 witness statement in their application dated 10 September 2018, point 9] , and [and by Pinnacle Student Buyers (Leeds) Limited (hereinafter **PSB**) D5 defence 5.1] that they entered into the following agreement;

- 54.1. The Agreement For Sale was executed on the 23 June 2014 (hereinafter **AFS**, [E 54.1](#)) [AFS 1.1].
- 54.2. The AFS is between PSD, and Marc Anton Paul Horn (**hereinafter me / I / my etc**) and Katherine Tee.
- 54.3. The admission by D1 (PSD) and D5 (PSB) in 8 above prove my equitable interest in Unit 609, Austin Hall, Leeds,
- 54.4. The exchanged Agreements for Sale are not signed by both parties, and the signature on the AFS is that of D5 which has not been dated - that is another story not related to my claim.
- 54.5. Therefore like every agreement; the AFS is a trust agreement between humans, following the Rules of Equity.
- 54.6. My AFS was the agreement accepted and acted upon by fellow humans by their own free will.
- 54.7. Due to the delays I instructed my solicitor to issue notice as per their legal advice of the 29 April 2016 to issue notice in accordance with AFS 8.6 ([E 54.7](#));

"If completion has not occurred by the Long Stop Date the Buyer may at any time afterwards but prior to the Date of Practical Completion rescind this Agreement by giving written notice to the Seller to that effect whereupon this Agreement shall

terminate but without prejudice to any rights which the Buyer may have against the Seller in respect of any prior breaches of this Agreement."

54.8. Notice was confirmed as issued by my solicitor on the 12 May 2016 (same email [E 54.7](#)).

54.9. Confirmation of their offer was forwarded by my solicitor on the 19 May ([E 54.9](#)).

54.10. D6 admitted notice "...was received by David Roberts and Co. [D5 whilst acting for PSD] on the 16 June 2016..." ([E 54.10](#), page 2), conflicting with my solicitors confirmation that not only had my Notice been served (54.8 above), but also that an offer had been received and also rejected (54.9 above).

54.10.1. D6's admission in 54.10 above is as a minimum of 13 days before the purchase of the freehold by D6 from PSD.

54.10.2. This confirms D5's admission that D6 had full knowledge of the removal of the Land Registry Legal Charge (**hereinafter LRLC**, [E 54.10.2](#)), and

54.10.3. removal of the Companies House Legal Charges (**hereinafter CHLC**, [E 54.10.3](#)),

54.10.4. In D5's email dated 22 February 2018, point 5, in response to my Notice of the 19 February 2018 ([E 54.10.4](#), page 2)

"5. The sale was the only immediate way to realise sufficient funds to complete the construction (which has now been achieved) and in order to do so the legal charge in favour of the Buyers needed to be removed. The consent of the Buyers was authorised upon the creation and funding of the Secured Deposit Deed which was done in June 2016."

54.10.5. This confirms D1, D3, D4, D5 and D6 acted with full knowledge of being in breach of the LRLC and CHLC 4 (54.10.2 and 3 above).

"As soon as the Developer has satisfied the Secured Obligations the Company will discharge this Charge at the Company's expense and remove the entries incidental thereto at the Land Registry"

54.10.6. Which has no determination other than that expressed being LRLC "...satisfied the Secured Obligations..." being;

"the obligations on the part of the Developer incidental to the development and letting of the Property in the manner set out in the Agreements"

54.10.6.1. The only possible way this can be done removed before the completion of the Secured obligations is with my consent after the completion of the Secure Deposit Deed (**hereinafter SDD**, [E 54.10.6.1](#)) as expressed in AFS 10.11

"10.11 The Company agrees with the Seller with the approval of the Buyer to release the Seller's Legal Charge upon completion of the Secured Deposit Deed."

54.10.6.2. However in equity intent is also to be taken into consideration and **D1 provided that in his witness statement bundle page 18 where there is a clause 10.12 (but coincidentally omitted in my AFS's)** which gives context and explains the meaning of "with the approval of the buyer" and thereby removing any possible ambiguity expressed as follow;

"10.12 The Seller agrees with the Company that the Company may register a restriction against the Seller's title to the Property in Land Registry Form [] to ensure that the Company receives prior notice of any disposition by the Seller for the purpose of this clause."

54.10.6.3. Additionally no further approval of the buyers is unambiguously expressed in AFS 5.5;

"5.5 The Buyer hereby irrevocably authorises the making of the payments referred to in clause 5 such that so long as the Seller performs the Seller's obligations set out in this Agreement no such payment shall give rise to any claim by the Buyer for compensation or otherwise."

54.10.6.4. **And It is denied D5's argument that authority is given** does not stand up to even simple reason and is unconscionable as it expresses that Investors put in money to purchase the land and about 50 to 75% of the construction cost, then the developer issue an SDD and deposit \$190,000.00, sells the land and the developer goes bust leaving the buyers with a fraction of what they invested!

54.10.6.5. The actions of D1, D2, D3, D4, D5 and D6 are in breach of my delegated authority and is unconscionable.

54.10.6.6. Worse it shows the intent of D1, D2, D3, D4, D5 and D6 is to remove my relief should PSD fail to completed their secured obligations which is unconscionable.

54.10.7. D5 with his dual role to protect my (and all the buyers) interest whilst acting for PSB, had full knowledge of PSD's breaches resulting from my exercising my right of termination and was obliged to exercise either the LRLC or the CHLC in accordance with LRLC and CHLC 7 ([E 54.10.2](#) and [3](#));

"... and shall become immediately exercisable after any breach by the Developer of any of the provisions of this Charge."

54.10.7.1. D5's failure to fulfil his obligations to me with full knowledge the LRLC and CHLC were still valid whilst acting for PSB is unconscionable .

54.11. I rejected because it breached the 10 days specified in 8.7 (In my email I misquoted it as 8.6, E54.9), and

. "Upon termination by the Buyer pursuant to Clause 8.6 the Seller shall repay to the Buyer all funds released out of the Designated Account for and on behalf of the Buyer within 10 Working Days of such date of termination and in the event of the Seller's failure to return such funds the Buyer shall be at liberty to pursue the repayment of all funds paid on the part of the Buyer out of the Designated Account by way of enforcement of the Seller's Legal Charge."

54.11.1. additionally the offer to sell Unit 609 for however much whenever was not acceptable, and

54.11.2. at the time I did not understand what legal charges were or how they operated.

54.12. In order to try and settle the AFS I knew the facts need to be established and proceeded as follows;

54.13. I offered to do this in privately with D6 by the serving him notice on the 6 February 2018 (covering letter [E 54.13](#)),

Full details on <https://bethechangeyouwanttosee.blog/what-am-i-going-to-do-from-22nd-june-2017/notice-to-offer-to-settle-privately-michael-gubbay-austin-hall-unit-609/>

and the attached notice of liability can be downloaded from;

[Michael Gubbay Notice of Claim](#)

54.13.1. No response was received from D6 so I served notices on all 13 defendants on the 9 February 2018.

Details on <https://bethechangeyouwanttosee.blog/notice-of-claim-unit-609-austin-hall-servia-road-leeds-6-february-2018/>

Relevant documents can be downloaded from that page.

54.13.2. Only D5 responded and was honourable and helped as far as he felt comfortable.

54.13.3. The remaining respondents were dishonourable and failed to respond.

54.13.4. A default, Opportunity to Cure Notice was served on the 24 February 2018.

Details on <https://bethechangeyouwanttosee.blog/what-am-i-going-to-do-from-22nd-june-2017/lawful-and-legal-notices-before-you-use-read-this/lawful-and-legal-notices-vaccinations-to-the-person-giving-the-vaccination/notice-of-claim-response-links/notice-of-default-opportunity-to-cure-failure-to-disclose-information/>

Relevant documents can be downloaded from that page.

54.13.5. Again only D5 responded and was honourable and helped as far as he felt comfortable.

54.13.6. The remaining respondents were dishonourable and failed to respond.

54.13.7. A letter before action, Notice of Default, Opportunity to Cure was served on the 9 March 2018 to all the respondents.

Details at <https://bethechangeyouwanttosee.blog/letter-before-action-notice-of-default-judgement-opportunity-to-cure-prior-to-commencement-of-civil-proceedings/>

Relevant documents can be downloaded from that page.

54.13.8. Again only D5 responded and was honourable and helped as far as he felt comfortable.

54.13.9. The remaining respondents were dishonourable and failed to respond.

54.14. The respondents had acted dishonourably which meant I could not settle my claim without having to seek public relief, which is via the courts, and this claim was

served on the 19 March 2018 and did my best with the knowledge I had at that time.

54.14.1. With the exception of D5 the defendants actions of not helping me establish the truth in order to settle my claim is unconscionable.

54.14.2. I commenced extensive research and started attending self help legal workshops and online training, and can now fully understand the reaction from the legal representatives in regards the particulars of claim being extremely poorly understood and requesting my claim to be struck out!

54.15. An offer to settle the AFS was received from PSD and forwarded to me via email by my solicitor [Buyer's Solicitor AFS 1.14] dated 14 May 2018 ([E 54.15](#)).

54.16. The offered completion pack included a letter from PSD's solicitor dated 10 May 2018 that admits I am the sole equitable title holder. ([E 54.16](#)).

54.17. The offered completion pack confirms the intent as expressed in the email from D5 (whilst acting for PSD) to D3 ([E 49.4.4 note 4](#)) on the 28 July 2016 asking Buyers "to pay over the completion funds"... "to the Buyers Company" (equivalent to D5 acting in my AFS as PSB as opposed to Quadrant buyer company), therefore what PSD offered has fore knowledge and is with the intent to cause harm to the investors.

54.17.1. D5 expressed the honourable action in the final paragraph "Perhaps a face to face with these Buyers would achieve a better result"

54.17.2. D1, D3, D4 and D5 failing to act honourably in relation to the "Quadrant" is unconscionable.

54.17.3. The actions of the human actors of PSD (D1, D3, D4 and D5) resulting in the expressed offered settlement was proposed with the knowledge of its dishonourable intent which is unconscionable.

54.18. The offered completion pack includes a letter from Tuscloa's (**hereinafter TL**) solicitor offering completion on the following terms ([E 54.18](#));

54.18.1.1. There is reference to an assured rent. The preferred Seller cannot let the units at a rent which would enable the assured rent to be paid and therefore any owner will only receive the actual rent received [depriving me of my right to assured rent and carrying the risk of receiving substantially less than AFS 1.12 of £4770.00 per annum for 5 years].

54.18.2. Based upon my assessment in the claim from USL detailed later this is a shortfall of some £700.00 per year * 5 years = **£3,500 lost assured rent.**

54.18.3. Based upon USL admitted figure of £2,541.08 this is a shortfall of some £2,150.00 per year * 5 years [AFS 1.29 Long Stop date is 31 December 2015 and hence already almost 3 years have passed] = **£10,750.0 lost assured rent.**

54.18.4. Taking an average figure of the 2 extremes this represents a loss of **£7,125.**

54.18.5. This calculation does not include interest due on late payments [AFS 1.22: 4% per year above the base lending rate of Natwest Bank Plc. from time to time]

Failure to agree - the court will be asked to make an equitable judgement

54.19. 2. No interest will be paid on deposits i.e. if any purchaser is to complete they must pay the balance of the purchase price due

54.19.1. Thereby depriving me of my right to deduct from the final payment interest due to me in accordance with AFS 8.8;

"Upon completion the Seller will make an allowance to the Buyer in the amount of the Buyer's Interest...

[AFS 1.15 the amount of 5% per annum payable on the Deposit and Reservation Fee calculated from the date of Exchange of this Agreement together with the Balance from the date such payment is received by the Seller's Solicitors until the date of Practical Completion]

...such sum to be deducted from the Balance payable upon the Completion Date".

54.19.2. The payments are as scheduled in the letter from my solicitor dated 20 January 2014 ([E 54.19.2](#)) and are as follows;

54.19.2.1. Reservation fee £5,000

54.19.2.2. On exchange of contracts [24 June 2014] £26,797.00 [i + ii = **£31,797.00**
to 24 June 2015 [*1.05 = £33,386.85],
to 24 June 2016 [*1.05 = £35,056.19]
to 24 June 2017 [*1.05 = £36,809.00]
to 24 June 2018 [*1.05 = £38,649.45] - [£31,797.00] = **£6,852.45**

54.19.3. Three month after exchange of contracts [24 September 2014] £10,599.00
to 24 September 2015 [*1.05 = £11,128.95]
to 24 September 2016 [*1.05 = £11,685.40]
to 24 September 2017 [*1.05 = £12,269.66]
to 24 September 2018 [*1.05 = £12,883.15] - [£10,599.00] = **£2,284.15**

54.19.4. Completion funds £10,599.00

54.20. The building is still not complete as admitted in their next paragraph (54.21 below), and despite this PSD enclosed a Certificate of Practical Completion dated 31/08/2017 ([E 54.20](#)).

54.20.1. The human actors that did this had full knowledge that they were in breach of the AFS, which is not only dishonourable but also is unconscionable.

54.20.2. Interest payments to dates shown above total £9,136.60.

Failure to agree - the court will be asked to make an equitable judgement

54.21. 3. Your client has been unable procure the building warranty but our client now has negotiated a warranty from CRL. This will not be issued until all outstanding works are completed. In this regard, our client will in effect require that all completion funds are held by us and once our client's debt under the legal charge and the other charge holders have been repaid our client will allow the surplus to be utilised...

54.21.1. Tuscola (D6) express their intention to take the completion funds to pay their own liabilities, and should there be anything left put that towards completing the buildings! HENCE NOT EVEN A GUARANTEE TO COMPLETE THE BUILDINGS

54.21.2. ...under the submission of Harborough London Limited in completing all outstanding works and thereafter obtaining the CRL warranty.

54.22. So Tuscola (the freeholder) feels that it is an equitable settlement if he pays his bills and may "possibly" complete the obligations of my AFS and not only expects me to forfeit;

54.22.1. (51.18.4 above) **Assured rent of £7,125.00 +**

54.22.2. (54.20.2 above) and interest of **£9,136.60. =**

54.22.3. **So D6 feels I should forfeit the benefit of app £16,261.60,**

54.22.4. **in addition to paying the Completion funds £10,599.00 ,**

54.22.5. **Whilst D6 pays his bills and provides,**

54.22.6. **no guarantee that PSD will even finish the building.**

54.22.7. **THIS IS UNCONSCIOUS and I rejected the offer to complete!**

F. OTHER NAMED PARTIES TO THE AFS - THE REMAINING ACTORS.

55. The following parties are expressed in the AFS;

55.1. The buyer- myself (AFS 1.3.).

55.2. The Seller - Pinnacle Students Developments (Leeds) Ltd (AFS 1.2, **hereinafter PSD, D1 and D3**),

55.3. The Buyers Solicitor - Beech Jones (AFS 1.14),

55.4. The Sellers Solicitor - Quality Solicitors David Roberts and Co. (AFS 1.43, **D5**).

56. And PSD are obliged to use the following expressed parties;

56.1. The Company - Pinnacle Student Buyers (Leeds) Ltd (AFS 1.16, **hereinafter PSB, D5**)

56.1.1. [The Company as "Stakeholder" is obliged to act in accordance with the Declaration of Trust (hereinafter **DOT**, [E 56.1.1](#)) executed on the 25 April 2014 for both projects Asquith House and Austin Hall]

56.1.1.1. Austin Hall must have a unique Designated Account (**hereinafter DA**) AFS 1.24

"An account at a London clearing bank designated to hold the Deposit and Instalment for the Company in the name of the Company," and

56.1.1.2. Under the terms of the Secure Deposit Deed ([E 54.10.6.1](#)) another unique account, 1.1

" Account: a separate, designated interest bearing deposit account at the Bank in the name of the Company."

56.1.1.3. The SDD ([E 54.10.6.1](#)) is in breach of AFS Schedule 7 ([E 54.1](#)) as;

1.1 Building: the word "Freehold" has been changed to "leasehold", and the words "Asquith House and" have been inserted before "Austin Hall",

56.1.1.4. D5 executed the document whilst acting for PSD, hence D1, D3 D4 and D5 are in breach of my delegated authority and liable in person.

56.1.1.5. Additionally it is admitted in both D5's defence [on many occasions such as 42.3, 46.3.2, 48.4.1] and D1's defence [point 15] that the terms of the DA and SDD were breached;

56.1.1.5.1. "15. ...these proceeds were used by Developments...
[I assume the parent of PSD being a 100% owned subsidiary of Mason & Vaughan Group Limited being itself a 100% owned subsidiary of and its parent MVG Holdings Limited]
..., particularly the completion of development of site [I assume Austin Hall is meant].

56.1.1.5.2. These admissions confirm breach of trust by D1, D3, D4 and D5 as no trust fund was set up, nor ever used as obliged in the Deed of Trust, The Designated Account nor the Secure Deposit Deed,

56.1.1.5.3. Worse is the admission that there were not even separate accounts for different developments confirming breach of trust by D1, D3, D4 and D5 to many other developments.

56.1.1.5.4. These actions of D1, D3, D4 and D5 are unconscionable, exceed the authority I delegated in the AFS, and they hold personal liability.

56.1.2. The SDD ([E 54.10.6.1](#)) expresses in 2.4;

"(c) The security created by this Deed is in addition to, and shall not affect, any other security of the Company as regards the Developer."

56.1.2.1. The SDD ([E 54.10.6.1](#)) expresses in 1.1;

*"Default: any failure by the Developer to pay the whole or any part of the Assured Rent as defined in the Contracts and any other sums guaranteed under the Contracts to the Buyers **secured by a Legal Charge to the Company dated the 9th April 2014.**"*

56.1.2.1.1. On the same day of executing the SDD ([E 54.10.6.1](#)) the Fifth defendant breached the expressed provision detailed in 56.1.2.1 above by removing the Legal Charges to the Company dated the 9th April 2014 as proven from public records;

56.1.2.1.1.1. Public records at the Land Registry prove the fact that D5 breached the terms of the SSD on the day he created the SDD by removing the Legal Charges in place on the 9th April 2014 as follows;

56.1.2.1.1.2. The DS1 removing the [Land to the West side Servia Road Leeds] was released by Deed executed by the Fifth Defendant on the 29 June 2016, being the same day he executed the **SDD[E]** ([E 56.1.2.1.1.2](#)).

56.1.2.1.1.3. Additionally this leaves the buildings which are still charged as expressed in the LRLCE where the property is expressed as; Property: [Land and buildings...]

56.1.2.1.1.4. This however only became public record when D6 registered it on the 7 November 2016 via the AP1 submitted when registering his change of Title WYK463417 (56.1.2.1.1.4).

56.1.2.1.1.5. The AP1 was in breach of the DS1 which removed the legal charge in its entirety, as opposed to only the land.

56.1.2.1.1.6. Additionally the public record at Companies House shows a further breach of the SDD on the 30/6/2016 with the removal of the second Legal Charge dated the 9th April 2014, being released by Elizabeth Kiteley (not a named defendant, [E 56.1.2.1.1.6](#)).

56.1.2.1.1.7. The public record shows Elizabeth Kiteley was witness to the DS1 and SDD signed executed by the Fifth Defendant the previous day ([E 56.1.2.1.1.4](#) and [54.10.6.1](#)).

56.1.3. From the public record of the Title WYK463417 D6 paid £3,717,920.00 for the purchase of the freehold ([E 56.1.3](#)).

56.1.4. It is admitted by D5 in his defence 42.1 that £929,198.68 was put into the Client Account (**hereinafter CA**, [E 56.1.4](#)).

56.1.4.1. **The difference of the sales price less what went to PSB is £2,788,721.32**

56.1.4.2. It is originally alleged £2,448,000.00 was retained by D6 under his trust via third parties to complete the outstanding obligations of PSD [D5 admitted point 65.1 and 65.2 and corrected that amount to £2,433,185.00];

56.1.4.2.1. **D6 is required to prove and account for £2,433,185.00**

56.1.4.2.2. **and leaving £355,536.00 unaccounted for from the sale due to PSB.**

56.1.4.3. D1, D3, D4 and / or D6 is required to account for the unaccounted for £355,536.00

**56.1.4.4. Should D6 not provide this information honourably I will apply for CPR
31.12 Specific Disclosure Request.**

56.1.5. In the witness statement of D1 it is admitted [point 15] that the £929,198.68 was used to [further its business interests], which is also admitted in the defence of D5 [points 47.2 and 47.5] that PSD gave instructions regarding the client account.

56.1.5.1. This is in breach of both the Designated Account terms where money can only be released by the Certificates of the Supervisor (AFS 5.3),

"5.3 The Supervisor will support any request for payment under clause 5.2 otherwise than on issue the issue of certificates by the Supervisor under the Building Contract by the production of the relevant invoice, account, voucher or information in relation to items of Development Expenditure due for payment."

56.1.5.2. And is in breach of the Rental Deposit Guarantee Account which only allows withdrawals due to PSD failure to pay Assured rent in accordance with SDD 5.1, 5.2 and 5.3 ([E 54.10.6.1](#)).

56.1.5.3. As this is in breach of the authority delegated to PSB via my AFS, D5 holds personal liability for monies not used for the completion of PSD's obligations to me resulting from his exceeding the authority delegated in my AFS.

56.1.5.3.1. With the £929,198.68 the following actions were admitted by D5;

56.1.5.3.1.1. £23,575.50 costs relating to sale of freehold [D5 defence 42.2.1].

56.1.5.3.1.2. £34,152.00 Newly created Stamp duty [D5 defence 42.2.2]

- 56.1.5.3.1.3.** Leaving the balance D5 has admitted in his defence 42.2 due to PSB of **£871,471.18** made up as follows;
- 56.1.5.3.1.3.1.** £300,000.00 to collect from Warwick Road Developments (Manchester) Limited ([E 10\[56\].1.4](#)),
- 56.1.5.3.1.3.2.** £381,471.18 to collect from Mason & Vaughan Group Limited (MVGL) ([E 10\[56\].1.4](#)),
- 56.1.5.3.1.4.** Leaving the £190,000 as the Asquith House RGD as is proven by the heading of D5's account provided ([E 56.1.4](#)) - this was never intended for Austin Hall!
- 56.1.5.3.1.5.** That the money was only intended for Asquith House is admitted by D5 in his reply of the 29/11/2017 where Joss Gardner confirms the list of claims includes "All Asquith Leaseholders" in his email of the 27/11/2017 ([E 56.1.5.3.1.5](#)).
- 56.1.5.3.1.6.** D5 is required to provide prove the Certificate issued by the Supervisor authorizing payment of £100,000.00 paid out of DA on the 10/4/2017 was due in accordance with AFS 5.3 ([E 56.1.4](#)) and it was in breach of the SDD minimum balance of £190,000.00.
- 56.1.5.3.1.7.** As a result of exceeding my authority delegated D5 is liable in person for 56.1.5.3.1.3.1 above, £300,000.00, 56.1.5.3.1.3.2 above, £381,471.18 and if he fails to prove authorization as required in 56.1.5.3.1.6 a further £100,000.00 to the DA,
- 56.1.5.3.1.8.** **A total of £781,471.18 is due to PSB from D5.**

LEGAL CHARGES AGAINST PSD

56.1.6. [This is the proof required by D5 defence point 52] It is public record that on the 7 April 2017 a legal charge of a mortgage of £297,370.32 was registered by PSD in favour of D1 (Tuscola, [E 56.1.6a](#)) against the head lease which was only registered on the 8 February 2017 ([E 56.1.6b](#)).

56.1.6.1. This does not appear in the client account statement provided by D5 and as it is against the head lease so money is due to PSD, hence **leaving £297,370.32 unaccounted for.**

56.1.6.2. [denial of D5 defence point 53.1 and 53.2] PSD has created a liability and PSD is a party of my AFS and therefore are obliged to account for that liability. It is public record that D6 has secured creditor status by way of that legal charge over MVG and PSB as it is first in time.

56.1.6.3. **D6 is required to prove payment and D1, D3 and D4 are required to account for this £297,370.35.**

56.1.6.4. [denial of D5 defence point 54.1, 54.2 and 54.3] The deposit of £100,000.00 is assumed to relate to the legal charge registered by PSD for the benefit of MVG Holdings Ltd on public record dated the 3/5/2017 also against the head lease...([E 56.1.6.4](#)) and is covered in 56.1.5.3.1.6 above.

56.1.6.5. And the very next day, the 4/5/2017 a mysterious further charge is registered against PSD for the head lease.... in favour of PSB!!! (on the 10 April 2017, [E 56.1.6.5](#)).

COINCIDENCE?

56.1.7. unaccounted for money from sale in 10.1.4.2.2 above **£355,536.00** unaccounted for.

56.1.7.1. plus from 10.1.5.3.1.2 the newly added Stamp Duty of £ **34,152.00**,

56.1.7.2. plus the deposit on the CA (10.1.4) dated 22/7/2016 of **£7776.00**

56.1.7.3. = **£397,464.00**

56.1.7.4. plus from 10.1.6.3 £297,370.32 unaccounted for.

56.1.7.5. plus from 56.1.6.4 £100,000.00

56.1.7.6. = **£397,370.32**

56.1.7.7. It appears the mysterious unaccounted for difference between the sale price and the 2 legal charges of TL and MVG against PSD with the difference a merely £106.32, getting time precedence over the legal charge for the benefit of PSB which appeared for no apparent reason!!!

56.1.7.8. This is not coincidence, but with the accounting changes between D5's defence where a mysterious £41,928.00 HMRC/SDLT in the CA ([E 56.1.4](#)), and a surplus funds transfer of £7776.00 ([E 40\[56\].1.4](#)) has changed into the newly created stamp duty of equal value of £34,152.00,

56.1.8. Therefore the total unaccounted for funds which PSD is due are hence;

56.1.8.1. from 56.1.4.3 above **£355,536.00 unaccounted for from the sale of the freehold by Tuscola - D6 to prove payment due to PSD - D1 D3 and D4 to account for.**

56.1.8.2. from 56.1.6.1 leaving **£297,370.32 Tuscola Legal Charge from D6 to prove payment due to PSD - D1 D3 and D4 to account for.**

56.1.8.3. **TOTAL DUE TO PSD = £752,906.32**

56.1.9. The total due to the completion of Austin Hall and Asquith House is hence

56.1.9.1. From 56.1.5.3.1.8 above from D5 to PSB = £781.471.18.

56.1.9.2. From 56.1.8.3 above due from D1, D3, D4 and D6 £752.906.32

56.1.9.3. TOTAL DUE £1,534,377.50

56.1.10. Therefore as D1, D3, D4, D5 and D6 exceeded the authority delegated in my AFS they are liable in person for a total of £1,534,377.50 to complete the development.

57. The Supervisor - David Choules (**hereinafter D10**) of Urban Student Life (AFS1.26, **hereinafter USL, D10, D11 and D12**),

57.1. In D5's email ([E 54.10.4](#)) of the 22 February 2018, point 6, states "unknown" fire safety works in Asquith House resulted in remedial works having to be carried out. which were part funded by Tuscola and Part by Mason and Vaughan Limited.

57.2. In D5's email dated 9 February 2018 ([E 57.2](#)) in reply to my first notice "was told that sum was approximately £1m...

57.3. **D6 is required to prove was paid out of separate funds and not the funds held resulting from the sale of the freehold he had put into escrow to complete the development.**

57.4. This remedial works is the result of the failure of the Supervisor and should be subject to a claim between D6 and D9.

58. The Management Company - Harper Brooks (UK) Ltd.(AFS 1.36, changed their name to Hollingberry Estates Ltd on 18 December 2015, **Hereinafter HEL**), This is detailed in the next section - Equitable Relief - D9, D10, D11, D12 and D13.

59. The Contractor - PHD1 (AFS 1.42),

G - EQUITABLE RELIEF - D1, D3, D4, D5 and D6

60. The offer to settle from PSD which was as dictated by TL is as previously stated above and as follows;

54.22.1. (51.18.4 above) **Assured rent of £7,125.00 +**

54.22.2. (54.20.2 above) and interest of **£9,136.60. =**

54.22.3. So D6 feels I should forfeit the benefit of app £16,261.60,

54.22.4. in addition to paying the Completion funds £10,599.00 ,

54.21. 3, Your client has been unable procure the building warranty but our client now has negotiated a warranty from CRL. This will not be issued until all outstanding works are completed. In this regard, **our client will in effect require that all completion funds are held by us and once our client's debt under the legal charge and the other charge holders have been repaid our client will allow the surplus to be utilised...**

54.22.5. Whilst D6 pays his bills and provides,

54.22.6. no guarantee that PSD will even finish the building.

54.21.2. ...under the submission of Harborough London Limited in completing all outstanding works and thereafter obtaining the CRL warranty

54.22.7. THIS IS UNCONSCIOUSABLE.

61. It is estimated PSD owes existing suppliers app £800,000.00, and

62. The outstanding work will cost around £250,000.00, and

63. if on average the other 100+ uncompleted buyers each have a final payment similar to mine of around £10,000.00 that equals £1,000,000.00

64. Additionally PSB has no trust account in its name as required for the DA and the SDD;

ACCORDINGLY:

65. I am prepared to pay the completion money into a PSB account on the following conditions in accordance with my AFS (and imagine most other investors would aswell!);

65.1. PSB sets up a trust account to be used to pay for completion of the building, pay back the interest and pay the assured rent as follows;

65.1.1. Procuring the services of Harborough London Limited (**hereinafter HLL**).

65.1.2. To manage and supervise the completion of the outstanding obligations to reach practical completion as required in my AFS including but not limited to Practical Completion [**from a reputable independent surveyor submitted by HLL approved by myself who will act as Supervisor to sign payment certificates to authorise PSB to make payment all in accordance with my AFS**] and the building warranties from an independent provider proposed by HLL with my approval.

65.1.3. **D5 is to recover the £781,471.18** from the "freeman group" for having acted unconscionably by releasing PSD money in breach of the Declaration of Trust which was not used to complete my AFS, as summarised in 56.1.5.3.1.8 and pay this into the PSB trust account.

65.1.3.1. As the law cannot knowingly cause a human harm D5 can seek relief from his SRA insurance.

65.1.4. PSB is to work with PSD administrators to pay suppliers and tradesman and other legitimate PSD expenses.

65.1.5. Pay back balance of assured rent.

- 65.1.6. Pay back interest due.
- 65.1.7. PSB need to hire staff for this and all legitimate expenditure to fulfil its obligations in accordance with my AFS is to be deducted from the account who are its trustees.
- 65.1.8. Priority must be given to completing the buildings as this generates the cash to pay the debts of PSD resulting from its obligations in my AFS.
- 65.1.9. And upon the completion of all the PSD obligations will release any remaining money to PSD as was the intent in the AFS.
- 65.2. Any surplus funds from PSD administration are paid into the PSB account and once the building is complete this will become the Rental Guarantee Deposit account and
- 65.2.1. as there are no legal charges all surplus funds will be retained by PSB until the end of the assured rental guarantee period commencing from the date of completion in accordance with the AFS for both Austin Hall and Asquith House completed buyers.
- 65.2.2. D1-D6 must account to PSD administrators for the **unaccounted £752,906.32** as summarised in 56.1.8.3 which if unaccounted for can immediately be released to PSD creditors.
- 65.2.2.1. As the law cannot knowingly cause a human harm D1 - D6 can seek relief from their companies directors and third party liability insurance.
- 65.2.3. PSD administrators are to sell the remaining units and use the money raised to pay suppliers, tradesman and other PSD creditors.
- 65.2.4. And upon the completion of all the PSD obligations will release any remaining money to PSD as was the intent in the AFS.

- 65.3.** In compensation for all the stress caused by the defendants PSD and the breach of the AFS by D1, D3, D4, D5 and D6 who all acted with the full knowledge of their breach, that the head lease be forfeited to PSB as it was meant to when PSD breach their secured obligations.
- 65.4.** D6 with his offer to complete has additionally attempted to collectively punish innocent buyers, suppliers, tradesmen etc. for his personal gain resulting from his failure to follow his due diligence to Tuscola which resulted in additional costs due to the failure of the fire standards in Asquith House which resulted in the non completion of the Development and this untenable situation. That is unconscionable and he must take up those issues with D9 who it would appear failed in his duty of care when signing Asquith House as complete.
- 65.4.1.** Additionally D6 felt it was honourable that I loose in the region of 30% of my pension which is what this investment is as I have no state pension. This is unconscionable.
- 65.4.1.1.** Accordingly as D6 has caused me a loss PSB he is to receive no ground rent until all PSD obligations are completed, including the assured rent of all buyers in both Asquith House and Austin Hall.
- 65.5.** And PSD owner, D1 is to wait until after the completion of all of PSD obligations until he can take his profit as is the intent of my AFS.
- 65.6.** The longer it takes D1, D3, D4, D5 and D6 to account for and pay their obligations the longer it takes for them to receive their profit which they are due!
- 65.7.** As the law does not have the authority to cause another human harm, the defendants could call upon their insurance to settle their exceeding their delegated authority in my AFS.

Failure to agree - the court will be asked to make an equitable judgement

H. EQUITABLE RELIEF - D10, D11, D12 and D13

66. The 10th to 12th Defendants have admitted having received rent from Unit 609.
67. The 10th to 12th Defendants assumed their authority to rent out Unit 609, Austin Hall by an SMA from the 9th Defendant (point 10).
68. It is at best negligent to have made that assumption. The Directors owe a fiduciary duty to USL to follow due diligence and care, and that would include checking authority of the order giver HEL.
69. In their defence In point 13 they appear to contradict point 10 by claiming it was acting in good faith, which I deny they did when renting out Unit 609, and I admit they did so when it was apparent that serious problems were arising when they were contacted by investors not receiving their assured rent.
70. As they exceeded their authority delegated by USL as Directors they hold personal liability resulting from harm caused to USL and myself resulting from their assumptions.
71. The 10th to 12th Defendants have admitted for Unit 609 they have received the funds (point 14) and have control thereof (point 22).
72. The 10th to 12th Defendants have admitted they are unable to adjudicate (point 26) who to make the payment to and are willing to do so once a judgement is made (point 25).
73. The said defendants have averred competing claims include the six and ninth Defendants (point 28 and 29).
74. ***"Senior Courts Act 1981, 49 Concurrent administration of law and equity.***
(1) Subject to the provisions of this or any other Act, every court exercising jurisdiction in England or Wales in any civil cause or matter shall continue to administer law and equity on the basis that, wherever there is any conflict or variance between the rules of equity and the rules of the common law with reference to the same matter, the rules of equity shall prevail."
75. Defendants 10 to 12 have admitted receiving and holding the rental income in their defence, and

75.1.1. accounted a minimum of £2,451.08 is due arising from Unit 609, as detailed in Appendix 5, and

75.1.2. state due to competing claims they are unable to adjudicate who this money is due to (point 26 of D10-D12's defence).

76. It is averred in accordance with the Master Service Agreement (**hereinafter MSA**, D10-12 Defence Appendix 1) USL is entitled to a management fee of 5% of the net rent in accordance with Schedule 2, 1, and

76.1. 1.1 defines net rent (p4) as;
"total.... less the total amount of all expenditure.... excluding fees and ancillary income.", and

76.2. page 3 defines "fees" as
"the letting fees the facility fees and any marketing fees", and

77. It is averred there exists a service agreement with HEL as provided in the Defence of the tenth to twelfth Defendants.

78. It is averred that in my AFS in the Management Agreement HEL is obliged to;

6. Marketing to prospective tenants

7. Lettings to tenants

8. Collection of Rent

9. Repairs

10. Insurance

11. Notifications"

79. And in consideration is entitled to;

"13. Fees and expenses

13.1 In return for our management of the Property you will pay us a reasonable management fee not exceeding 15% of the annual rent...

13.2 You will pay us a sum equal to the amount of any expenses incurred by us on your behalf in the performance of our duties...

13.3 Value added tax, where applicable,

14.4 We may pay from monies in the Rent Account:

(a) all payments due to the Landlord from you under the Lease or the Sale Agreement, in particular,

- the ground rent;
- the insurance rent;
- the service charge;
- the refund of any Shortfall payments; and

(b) any management fees, expenses and value added tax thereon due to us under this agreement.

14.5 We will pay you interest at a rate four per cent per annum above the published base rate of National Westminster Bank Plc (or any successor thereto) prevailing from time to time compounded Quarterly (and both before and after judgment) on any payment made more than 14 days after the date upon which it falls due from the due date until the date of payment"

80. From Appendix 5 and ignoring the interest payment obligation identified in 71 (14.5) above:

81. Gross rent is as per the AST (D10-12 Defence Appendix 2) and is admitted by USL to have been received in August 2017, being **£5,605.60**.

82. I acknowledge **compensation of £374.92** may be fair as stated, without which the rental would not have been possible, however this was;

82.1. Without my authority, and

82.2. Is the liability of your client in the MSA., which in turn is the liability of their client, **assumed at the time to have been PSD as it is required for Practical Completion of the AFS.**

82.3. I acknowledge allocated costs which **I require you to prove of £1689.77**(30.1% of gross rent) of which the following are your clients liability, which in turn is the liability of their client, assumed at the time to have been PSD as it is required for Practical Completion of the AFS;

82.3.1. Final completion cleaning £171.38

- 82.3.2. Locking system on build completion £104.66
- 82.3.3. Flat Pack furniture assembly £30.69
- 82.3.4. Repairs / Snagging £82.88
- 82.3.5. Legal Costs £99.07
- 82.3.6. Third Party commissions £196.20
- 82.3.7. **Totalling £684.88,**
- 82.3.8. **Leaving valid expenses of £1,004.89** (17.9% of gross rent) **Leaving £4,600.72**
- 82.4. I do not accept payment of £775.99 (13.8% of gross rent) made to HEL is an expense.
- 82.4.1. In the AFS, HEL can charge up to 15%.
- 82.4.2. However as they subcontracted their full obligations to USL who in fact did most of the work HEL is obliged to perform but may subcontract.
- 82.4.3. As HEL agreed USL's reasonable management fee is 5% of net rent in accordance with 10 above.
- 82.4.4. They cannot substantiate a greater amount as they did less work.
- 82.4.5. **Leaving £4,600.72.**
- 82.5. Less 5% management fee on net rent for both USL and HEL, being £460.07,

- 82.6.** As it is not expressed that this is exclusive of VAT, **the Defendants are required to prove VAT is included or excluded** we meet it the middle @10% being £46.00
- 82.7.** Leaving **£4,094.65** as an equitable settlement with consideration of;
- 82.8.** *"Senior Courts Act 1981, 49 Concurrent administration of law and equity.*
(2)Every such court shall give the same effect as hitherto—
(a)to all equitable estates, titles, rights, reliefs, defences and counterclaims, and to all equitable duties and liabilities; and
(b)subject thereto, to all legal claims and demands and all estates, titles, rights, duties, obligations and liabilities existing by the common law or by any custom or created by any statute,".
- 83.** Therefore the total due to me from the 10th to 12th Defendants as Equitable Title holder of unit 609 is **£4,094.65** and not D10-D12's estimate of £2,451.08.
- 84.** So who gets the remaining **£1,510.95**?
- 85.** Defendants 1 to 5 or Defendant 9 are to provide the MSA between PSD and HEL, failing which specific disclosure request will be made in accordance with CPR 31.12 so as to be able to establish at law what, if any of this money should go to PSD, but as HEL can charge a management fee it can only be reasonably assumed that any remaining money would revert back to PSD as it has the obligation of the assured rent.
- 86.** From 52 above PSD owes USL £374.92, and in dispute in 52.c. is £684.88, this must be settled leaving £451.15.
- 87.** As PSD are obliged to make up the assured rent to £4770.00, and only £4094.65 could equitably be distributed to myself, this reverted £451.15 must be set off to myself making a total due to me from USL **£4,545.80**.
- 88.** And PSD still have a liability to me of **£224.20** to make up the 1st years assured rent.
- 89.** This has not including my expressed right to interest.

90. The verbal offer made of settlement by D10, D11 and D12's representative I confirmed in writing based on our discussions and what was received was unconscionable (that was made in strict confidence so I cannot divulge that evidence).
- 90.1. I assume Pia Emas recorded the conversation as she wanted to speak without prejudice and in private it will confirm our discussion regarding the validity of hush agreements in equity and like I confirmed in my written confirmation of her verbal offer I would not agree on that without taking further advice!
91. I believe this is a fair and equitable settlement which in accordance with Senior Courts Act 1981, 49 (2) includes all parties in equity and at law.
92. Should this be acceptable to the Ninth through Twelfth Defendants I will apply for a discontinuance notice of the said defendants.
93. D1 had admitted these dishonourable actions are continuing. In his witness statement [point 17] that
- "...in the mean time rather than have the Development stand empty for the 2018/19 academic year the rooms in the blocks have been let, either by Urban Student Life Limited or by any agent brought in by Tuscola's [D5] managing agents to replace them.."*
94. As the law cannot knowingly cause a human harm D10, D11, D12 and D13 can seek relief from their directors' and third party insurance.

Failure to agree - the court will be asked to make an equitable judgement

I. EQUITABLE COSTS

95. Since the merging of the courts acts 1873 to 1875 Equity and law are administered in all courts concurrently.
96. And the promissory notes acts express human value is by their signature.
97. And the legal tender acts express that value by giving the Bank of England a monopoly to issue currency which is merely a "...promise to pay the bearer...".
98. All parties have expressed their value in pounds and pence, and
99. as duels with swords and pistols are no longer lawful means of settling disputes.
100. The last standing truth is how a peaceful society claims to be civilised.
101. Some defendants expressed their value by their actions chosen by their own freewill.
102. And as some of the defendants have chosen to get legal representation.
103. And it is the legal representatives legal duty to follow the he regulatory objectives of the both the SRA and BSB codes which are derived from and regulated by Statue Law in [The Legal Services Act 2007](#),

"Part 1 The regulatory objectives

(1) In this Act a reference to "the regulatory objectives" is a reference to the objectives of—

- (a) protecting and promoting the public interest;
- (b) supporting the constitutional principle of the rule of law;
- (c) improving access to justice;
- (d) protecting and promoting the interests of consumers;
- (e) promoting competition in the provision of services within subsection (2);
- (f) encouraging an independent, strong, diverse and effective legal profession;

- (g) *increasing public understanding of the citizen's legal rights and duties;*
(h) *promoting and maintaining adherence to the professional principles"*

104. In particular the SRA principals are mandatory as follows;

"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;**
- 4. act in the best interests of each client;*
- 5. provide a proper standard of service to your clients;*
- 6. behave in a way that maintains the trust the public places in you and in the provision of legal services;**
- 7. comply with your legal and regulatory obligations and deal with your regulators and ombudsmen in an open, timely and co-operative manner;*
- 8. run your business or carry out your role in the business effectively and in accordance with proper governance and sound financial and risk management principles;*
- 9. run your business or carry out your role in the business in a way that encourages equality of opportunity and respect for diversity; and*
- 10. protect client money and assets."*

105. As a result in your failure to make an honourable offer to settle my dispute as those that have been offered are unconscionable, and,

- 105.1.** The threats of costs from your legal representatives to generate fear have caused me harm, and I had the courage to overcome that fear in the search of truth, and
- 105.2.** The disrespect of your legal representatives towards my honour as expressed in their various threats of disclosure of my assets as surety against costs is unconscionable as they know this dispute revolves around an investment valued at £52,995.00 which is honourable surety.

105.2.1. accordingly I require relief for the stress and duress this has caused me,
and

105.2.2. relief to society is required as we are all equal under the law, and

105.2.2.1. by using fear and intimidation to restrict justice for the privileged few
is in breach of the obligations of the monopoly privilege granted to
the legal profession by society in its laws and that is unconscionable.

106. I have to the best of my knowledge and with temperance expressed what I believe to
be an equitable resolution.

107. I have highlighted where discretion needs to be applied based upon the Rules and
Principals of Equity, and considering all parties obligations, and

108. failure of us to reach a settlement within a reasonable amount of time (the next hearing
is due on the 10 October 2018 11:00am)..

109. Will require the court to decide what is equitable in our dispute.

110. It is only equitable the last standing truth is of a greater value

111. Hence may the winner as judged by the last standing truth in the courts get £0.01
more.

112. As the law cannot knowingly cause a human harm D1, D3, D4, D5, D10, D11, D12
and D13 can seek relief from their legal representatives where they have failed in
their mandatory obligations to you, the human,

112.1. who in turn can seek relief from their SRA insurance as the solutions offered to
settle my dispute are unconscionable and disrespectful.

Failure to agree - the court will be asked to make an equitable judgement

J. EVIDENCE**[E 32 1 Ownership Cross Directors and Chronology link sheet](https://www.dropbox.com/s/xu554e0ijx04s00/E%2032_1%20Ownership%20Cross%20Directors%20and%20Chronology%20link%20sheet.pdf?dl=0)**

https://www.dropbox.com/s/xu554e0ijx04s00/E%2032_1%20Ownership%20Cross%20Directors%20and%20Chronology%20link%20sheet.pdf?dl=0

[E 49 3 2 HK Police witness statement Julie Harvey](https://www.dropbox.com/s/u6elxfat747ghbp/E%2049_3_2%20%20HK%20Police%20witness%20statement%20Julie%20Harvey.pdf?dl=0)

https://www.dropbox.com/s/u6elxfat747ghbp/E%2049_3_2%20%20HK%20Police%20witness%20statement%20Julie%20Harvey.pdf?dl=0

[E 49 4 1 email JR to LD 9 June 2016](https://www.dropbox.com/s/5e0t51q8bm8maux/E%2049_4_1%20email%20JR%20to%20LD%209%20June%202016.jpeg?dl=0)

https://www.dropbox.com/s/5e0t51q8bm8maux/E%2049_4_1%20email%20JR%20to%20LD%209%20June%202016.jpeg?dl=0

[E 49 4 2 Email for TF 4Aug2015](https://www.dropbox.com/s/wihk2uesp5ves40/E%2049_4_2%20Email%20for%20TF%204Aug2015.jpeg?dl=0)

https://www.dropbox.com/s/wihk2uesp5ves40/E%2049_4_2%20Email%20for%20TF%204Aug2015.jpeg?dl=0

[E 49 4 3 David Roberts email 27 July 2016](https://www.dropbox.com/s/0t8e0jc4d0792kl/E%2049_4_3%20David%20Roberts%20email%2027%20July%202016.jpeg?dl=0)

https://www.dropbox.com/s/0t8e0jc4d0792kl/E%2049_4_3%20David%20Roberts%20email%2027%20July%202016.jpeg?dl=0

[E 49 4 4 David Roberts Email 28 Jul 2016](https://www.dropbox.com/s/jgvztuzcltck46l/E%2049_4_4%20David%20Roberts%20Email%2028%20Jul%202016.jpeg?dl=0)

https://www.dropbox.com/s/jgvztuzcltck46l/E%2049_4_4%20David%20Roberts%20Email%2028%20Jul%202016.jpeg?dl=0

[E 49 4 5 Carl Mill email 19 July 2016 1 of 2](https://www.dropbox.com/s/pyw54xdlw3tp9m5/E%2049_4_5%20Carl%20Mill%20email%2019%20July%202016%201%20of%202.jpeg?dl=0)

https://www.dropbox.com/s/pyw54xdlw3tp9m5/E%2049_4_5%20Carl%20Mill%20email%2019%20July%202016%201%20of%202.jpeg?dl=0

[E 49 4 5 Carl Mill email 19 July 2016 2 of 2](https://www.dropbox.com/s/v9elb0azt3e0n4g/E%2049_4_5%20Carl%20Mill%20email%2019%20July%202016%202%20of%202.jpeg?dl=0)

https://www.dropbox.com/s/v9elb0azt3e0n4g/E%2049_4_5%20Carl%20Mill%20email%2019%20July%202016%202%20of%202.jpeg?dl=0

[E 49 5 1 David Roberts Power of Attorney](https://www.dropbox.com/s/72uelmz8mgpxc26/E%2049_5_1%20David%20Roberts%20Power%20of%20Attorney.jpeg?dl=0)

https://www.dropbox.com/s/72uelmz8mgpxc26/E%2049_5_1%20David%20Roberts%20Power%20of%20Attorney.jpeg?dl=0

[E 54 01 AFS Agreement for Sale](#)

https://www.dropbox.com/s/ei5e2aeietbr57n/E%2054_01%20AFS%20Agreement%20for%20Sale.pdf?dl=0

[E 54 7 Martin Gabriel Notice of termination 12 May 2016](#)

https://www.dropbox.com/s/cu40r0vyh9gj9w0/E%2054_7%20Martin%20Gabriel%20Notice%20of%20termination%2012%20May%202016.pdf?dl=0

[E 54 9 Martin Gabriel Rejection of offer to withdraw 19 May 2016](#)

https://www.dropbox.com/s/gpoe760q51o1vem/E%2054_9%20Martin%20Gabriel%20Rejection%20of%20offer%20to%20withdraw%2019%20May%202016.pdf?dl=0

[E 54 10 Martin Gabriel reply to Michael Gubbay 20 Sep 2018](#)

https://www.dropbox.com/s/sriz2snqrfsfrj2/E%2054_10%20Martin%20Gabriel%20reply%20to%20Michael%20Gubbay%2020%20Sep%202018.pdf?dl=0

[E 54 10 2 LRLC Official Copy \(Charge\) 09.04.2014 - WYK463417](#)

https://www.dropbox.com/s/3cgo9axntcozorh/E%2054_10_2%20LRLC%20Official%20Copy%20%28Charge%29%2009.04.2014%20-%20WYK463417.pdf?dl=0

[E 54 10 3 Companies House PSD Legal Charge original to PSB](#)

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[E 54 10 4 David Roberts email 22 Feb 2018](#)

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STATEMENT OF TRUTH

On this 24 day of September in the Year Two Thousand and Eighteen, I, Marc Anton Paul, *Sui juris, juris et de jure* as established by the facts and reasoned logic my truths and within my authority and jurisdiction *Jure Divino, nunc pro tunc*, do solemnly affirm, declare and state as follows:

1. I am competent to state the matters set forth herein.
2. I have knowledge of the statements herein.
3. All the facts herein are true, correct and complete to the best of my knowledge, are well established principles in *jure positive*, and admissible as evidence, and if called upon as a witness I will testify to their veracity.

~~IN WITNESS WHEREOF, Notarised at~~

Claimant: Marc Anton Paul Horn Signature
c/o 6 Mersey Road, Aigburth, Liverpool

Witness #1: _____ Signature

Contact details:

Witness #2: _____ Signature

Contact details: