

CONTENTS

NOTICE OF INTEREST:

1 and 2. Order Asked For	2
---------------------------------	----------

STATEMENT OF INTEREST:

A - Reply To The First Witness Statement Of D10 Dated 4 June 2018	6
B - Reply To The Second Witness Statement Of D10 Dated 26 September 2018	8
C - Defendants Liability In Person	15
D - "Quality Of My Amended Particulars Of Claim"	23
3. Directions For The Settlement Of Remaining Disputed points In My Claim Against D9, D10, D11, D12 And D13	26
E - Skeleton Argument	30
4. Discontinue Against Said Defendants.	33
F - Moving Claim Back To Part 8	34
G - Claim Growing National Attention: Move Back To High Court.	34
H - Equitable Costs.	35
I - Evidence	38

NOTICE OF INTEREST:

Orders asked for;

1. The application of the 10th to twelfth defendants is dismissed by summary judgement under CPR 24 in accordance with CPR 3.4 (2)

"(2) The court may strike out^(GL) a statement of case if it appears to the court – (a) that the statement of case discloses no reasonable grounds for bringing or defending the claim;"

1.1. The defendants have admitted the companies they are directors of, HEL and USL, have no authority delegated from me to rent out and take rental income from Unit 609, and

1.2. The defendants have admitted they have no authority from me as the beneficial owner of unit 609 to rent it out and take rental income from it, and

1.3. The defendants have admitted they were acting on behalf of their companies as directors, and

1.3.1. as they have admitted the companies did not have my delegated authority they defendants exceeded their authority as directors and hold personal liability to myself and their companies,

1.3.2. and as the defendants are the shareholders of the companies, they acted with the knowledge that the directors of the companies were acting beyond the delegated authority of the companies and failed to take action to replace the directors, and hence hold liability in person to myself as shareholders.

2. *"(b) that the statement of case is an abuse of the court's process or is otherwise likely to obstruct the just disposal of the proceedings; or"*

Witness statement of Marc Horn, Claim E30LV132
Reply to D10 to D12 Applications listed for 10 October 2018 and Skeleton argument.

Since making the application the defendants have;

- 2.1. Admitted acting without my authorisation,
- 2.2. Admitted they have taken rental income,
- 2.3. Admitted they are willing to make payment to the equitable owners,
- 2.4. Have claimed they are unable to determine who the equitable owners of the rental income are, and
- 2.5. Have Identified three competing claims as follows; and
 - 2.5.1. The equitable owner of Unit 609, and
 - 2.5.2. Their client with whom they have a MSA, Hollinberry Estates Limited (formerly Harperbrooks (UK) Limited - owned and sole director at the time being D9 [Second witness statement of D10 - point 16], and
 - 2.5.3. Pinnacle Student Developments (Leeds) Limited, with whom I made my Agreement for Sale [Second witness statement of D10 - point 23 & 33].
 - 2.5.4. Additionally in the defendants Defence:

"29. Tuscola has recently purported to forfeit the said underlease granted to P h a d e and has orally demanded (through the 6" Defendant) that Valeo should pay all rent that may have been collected going forward for Asquith House and Austin Hall to Tuscola."

- 2.5.4.1. This is a totally spurious claim orally demanded where the public record shows that the lease is legally held by Pinnacle Student Developments

Witness statement of Marc Horn, Claim E30LV132
Reply to D10 to D12 Applications listed for 10 October 2018 and Skeleton argument.

(Leeds) Limited (and I am disputing this in my claim) and is applicable to "rent going forward".

- 2.5.4.2.** However this is relevant to the settlement of this application as D6 has rented out Unit 609 without my authority, and the same settlement formula applied here will apply to D6's actions and entitlement to rent collected.
- 2.6.** The remaining dispute is the settlement of my equitable entitlement,
- 2.7.** Which requires D9 to substantiate his entitlement which inclusive of USL's entitlement can be no more than 15% of gross rent, being $£5623.80 \times 0.15 = £843.57$ - I have attempted to settle this figure with D9, however his representative is unreasonably obstructing my attempts to settle this amount, and
- 2.8.** I have asked for substantiation of costs which appear not to be maintenance costs, but costs resulting from construction which should have been completed prior to practical completion of £374.92 plus £684.88, totalling £1,059.80 and received no reply from Pinnacle Student Developments (Leeds) Limited administrators to allow this amount to be settled, and
- 2.9.** Hence as a minimum £3,720.43 is due to the equitable title holder of unit 609, but
- 2.10.** Either the representatives of D10, D11 & D12 lacks the expertise to make this determination that I am an equitable title holder, or has failed to pass that determination to his clients and has requested the court determine my equitable title, and
- 2.11.** have indicated their willingness to pay this to me should the court determine I am the equitable owner, and
- 2.12.** Within my Agreement for Sale I am entitled to a minimum assured annual rental benefit of £4,770.00, and

Witness statement of Marc Horn, Claim E30LV132
Reply to D10 to D12 Applications listed for 10 October 2018 and Skeleton argument.

2.13. as the amount in dispute with Pinnacle Student Developments (Leeds) Limited is £1,059.80,

2.14. Adding this to the minimum I am due of £3720.43, making £4,780.23

2.15. which is £10.23 greater than my assured rent,

2.16. The management fee detailed in 2.7 and the disputed amount in 2.8 are irrelevant to settle my claim as D9 and USL and PSD can settle that between themselves as their contractual agreements have nothing to do with my immediate claim, however

2.17. As D6 is now letting out Unit 609 without my authority this calculation needs to be agreed as the same formula will apply to what D6 owes me [2.54 above].

2.18. And this same settlement formula will apply to all uncompleted buyers.

3. In the Skeleton argument of the first and fourth defendants point 23, the Council admits that it is correct that a director who exceeds his authority may be liable to third parties.

STATEMENT OF INTEREST:

**A - REPLY TO THE FIRST WITNESS STATEMENTS OF THE 10TH DEFENDANT,
DATED 4 JUNE 2018, POINT AS PER WITNESS STATEMENT REFERENCE.**

1. No dispute.
2. No dispute.
3. No dispute.
4. No dispute.

4.1. As D10 was at the relevant times also the person of significant interest with declared ownership of over 75% of the shareholding, however from the public record shows there are 75 unaccounted for shares since arising between 21/1/2017 and 17/02/2017 so the actual ownership cannot be established, however it would not be unreasonable to question whether D10, D11 & D12 own 25% each as they had previously done in Urban Lifestyle Management where they were equal % shareholders until that was sold to Theodore ROLLINS, via VSA Jersey 2 Limited being a 100% owned subsidiary of Valeo USL Holdco Limited (9/1/18 previously Choules/Buchanan and Lowy)

5. Denied - D10 has admitted [D10, D11, D12 & D13 - USL] did not have my authority, but was acting on a presumption that PSD had authority, and hence was acting beyond my authority in the AFS and hence all jointly hold personal liability for their action of any harm caused.
6. This has been corrected in D10's second witness statement of the 26 September 2018, and now there is no dispute.
7. Denied, see 5 above.

Witness statement of Marc Horn, Claim E30LV132
Reply to D10 to D12 Applications listed for 10 October 2018 and Skeleton argument.

8. Disputed - only part of the email was shown in the evidence and again only this part was shown in the defence despite having the knowledge and evidence in the Amended Particulars of Claim (**hereinafter APOC**), and hence is an attempt to mislead the court as to the truth, which had been detailed in the APOC. - Following the second witness statement this is no longer of relevance with the exception of relief and equitable cost considerations.

9. Denied, see 5 above.

10. No dispute.

B - THE SECOND WITNESS STATEMENT OF D10, DATED 26 SEPTEMBER 2018
POINT AS PER WITNESS STATEMENT REFERENCE;

1. No Dispute.

2. No dispute, however,

2.1. IRRELEVANT TO MY CLAIM - I would point out that if the advice you have been given by your solicitors is "unlikely chance", based upon their dishonourable behaviour as detailed in my Reply to Defences (**hereinafter Reply to Defence**) you will have a valid claim against them, and if that is not covered by their Professional indemnity insurance the claim will be covered by their Third Party Liability Insurance!

3. No dispute.

4. No dispute - well overdue!

5. No dispute - it was the contents of your defence that allowed the facts to be established which have resulted in there only being 3 points of disagreement as detailed in 2.5 through 2.18 in my Notice of Interest above.

6. No dispute. In reference to the defence this has been addressed in my Reply to Defence.

7. No dispute.

8. Disputed -I actually thought I was taking the companies to court as they are named above the address line in addition to the named defendants, and this was clearly expressed as the resolution is easier as it would involve an insurance claim on the part of the companies, whereas if incorrectly expressed now the named defendants will have to make that claim against the companies.

9. Denied.

9.1. In the defence it has been admitted USL has no authority from me, and acted on presumed authority from HEL, and

9.2. As that presumption resulted in D10 through D13 exceeding the authority delegated within my AFS they hold personal liability to both myself and USL the company.

9.3. As directors D10 through D13 failed in their fiduciary duty to USL, which is of no relevance to my claim, and is a matter between the said defendants and USL.

10. Denied but Irrelevant to my claim.

11. Denied but irrelevant to my claim.

12. I have no firsthand knowledge, but it is irrelevant to my claim.

12.1. I would however admit it appears from the actions that an attempt was made to manage the situation in a reasonably honourable manner which is based on the information provided.

13. Without firsthand knowledge I am unable to comment, however as a resolution is nearing this is irrelevant with the exception of your representatives failure to provide the MSA, schedule 3, where more than reasonable time was given on notice and your representatives failed to act honourably, and this is unconscionable as this clearly demonstrates efforts to obstruct the just disposal of proceedings.

14. Denied. Extensive pre court action was conducted including notarization of documents, video evidence of putting notices into envelopes, sealing envelopes and posting with signed proof of service, all of which cost me over £1000.00! commencing from the first notice of liability being served on the 9 February 2018, followed by a 2nd notice served on the 24 February 2018, followed by a letter before action final notice

Witness statement of Marc Horn, Claim E30LV132
Reply to D10 to D12 Applications listed for 10 October 2018 and Skeleton argument.

being served on the 8 March 2018. No response was received from D10, D11, D12 or D13. This is extensively documented and video evidence is available at using the following web links. I do not believe there was much more possible I could do

14.1. 1st Notice served 9 February 2018, page 4 of microcosm confirming details as known at the time in regards USL renting out units fully notarised **EVIDENCE**;

<https://bethechangeyouwanttosee.blog/what-am-i-going-to-do-from-22nd-june-2017/lawful-and-legal-notice-before-you-use-read-this/statement-of-facts-macrocosm-human-authority-rights-and-responsibilities-ver-7feb2017/statement-of-facts-macrocosm-human-authority-rights-and-responsibilities-ver-7feb2017-page-5-of-5/>

14.1.1. FOR FULL NOTICE and proof of service see:

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

14.2. 2nd Notice served 24 February 2018 referring to above microcosm details including proof of service see;

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

14.3. 3rd Notice served 8 March 2018, Letter Before Action Full Notice including proof of service;

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

14.4. These notices were referred to in the Particulars of Claim, and at the hearing on the 18 June 2018 the Honourable Judge commented on my extensive Pre Court Actions!

14.5. Additionally these notices are referred to in the Amended Particulars of Claim

Witness statement of Marc Horn, Claim E30LV132
Reply to D10 to D12 Applications listed for 10 October 2018 and Skeleton argument.

- 14.6.** I do not believe there was much more possible I could do, and there are better words more commonly used in response to the statement made by D10 than being factual untrue, and it appears the intent is to mislead misleading the court to obstruct the just disposal of proceedings.
- 14.7.** I first received correspondence from the representative of D1- through D12 on the 3 April 2018 enclosing the acknowledgement of service of the defendants indicating their intention to contest my claim as they contested it to be Part 7 and not Part 8 as they claimed it was factually contentious, which
- 14.8.** enclosed the hearsay evidence by way of the witness statement of James Fownes.
- 14.9.** And my position has not changed since my reply on the 5 April 2018 highlighting the exact situation we are at today where the same question have not been addressed which is my equitable title and at the time I directed them to the Senior Courts Act 1981, 49 (1)...and I am not a lawyer!!!
- 15.** I have no firsthand knowledge, but it is irrelevant to my claim, and as I have previously stated I do believe USL did make some effort to resolve their difficult situation and appears to have managed to preserve the rental funds.
- 16.** I have no firsthand knowledge, but it is irrelevant to my claim, and as I have previously stated I do believe USL did make some effort to resolve their difficult situation and appears to have managed to preserve the rental funds.
- 17.** I have no firsthand knowledge, but it is irrelevant to my claim, and as I have previously stated I do believe USL did make some effort to resolve their difficult situation and appears to have managed to preserve the rental funds.
- 18.** I have no firsthand knowledge, but it is irrelevant to my claim, and as I have previously stated I do believe USL did make some effort to resolve their difficult situation and appears to have managed to preserve the rental funds.

19. I have no firsthand knowledge, but it is irrelevant to my claim.
20. I have no firsthand knowledge, but it is relevant to my claim as the legal title of the rental "fund" had changed from USL, and even D10 through D12 to a third party, and hence at law USL could simply declare bankruptcy (or whatever term you want to use), and just like PSD leave a shell without any assets so investors, tradesman, supplier etc get pennies in the pound if they are lucky as the "retained Directorship has no power - it is purely based upon trust!
21. I have no firsthand knowledge, but it is irrelevant to my claim, and as I have previously stated I do believe USL did make some effort to resolve their difficult situation and appears to have managed to preserve the rental funds.
22. Admitted - however I would point out that on the 5 April 2018 I had directed them to the legal solution to the problem.
23. Admitted - however I would point out that on the 5 April 2018 I had directed them to the legal solution to the problem.
24. Admitted - however I would point out that on the 5 April 2018 I had directed them to the legal solution to the problem.
25. **Finally it is undisputed that this is a trust agreement.**
 - 25.1. The breach of trust is with D10 to D13 who acted upon a legal presumption that puts them individually liable as trustees.
26. Denied - see 25 above. Additionally trusts is not a matter of legal submission, but follows the Rules and Principals of Equity.

Witness statement of Marc Horn, Claim E30LV132
Reply to D10 to D12 Applications listed for 10 October 2018 and Skeleton argument.

27. It depends on your interpretation! The legal title of the funds has been removed and D10 no longer has legal control over the funds, and call this various names including "arms length" transaction in point 20.

27.1. In the hearsay witness statement it was described as "

" I am told by Andrew Buchanan that the monies which USL collected as letting agent are now held by Valeo USL Holdco Limited (which is effectively carrying on the business of USL under the USL brand)."

27.2. And somewhere else it was referred to as a "hive up " arrangement (I am not wasting time looking through all the correspondence but if need be will find it!), and I pointed out all you needed to do was to put it into a specific trust account without all the effort!!

28. D10 to D13 were given more than a reasonable amount of time to help establish the truth to resolve my issues before I submitted my claim, and chose to act dishonourably by ignoring it. Had they acted honourably points 27 and 28 would not have occurred and their choices and inaction which left me no option as is proven by the response to my issues that only commenced after I issued the claim! They only have themselves to blame.

29. Not my decision.

30. Not my decision.

31. ERROR statement shows £5,623.80

32. Disputed - resolution proposed as detailed in 2.5 through 2.18 in my Notice of Interest above.

Witness statement of Marc Horn, Claim E30LV132
Reply to D10 to D12 Applications listed for 10 October 2018 and Skeleton argument.

33. I am in agreement that the rental income is dealt with as a separate part of this claim, BUT WITHIN THIS CLAIM as D9 through 13 can be discontinued once agreement is reached as proposed in 2.5 through 2.18 in my Notice of Interest above.

33.1. The defendants have admitted their authority for having taken their action as being HEL - D9 who in turn has admitted he has received his authority to act from PSD, who in turn have claimed their authority to act as my AFS.

33.2. I am not in agreement for it to have to be raised again as a separate small claim as;

33.2.1. It is part of my AFS and only relieves some of the trustees of the complete AFS.

33.2.2. The same ruling would apply to over 100 other investors who I have no doubt would also consent.

33.2.3. I have little doubt all remaining investors would give consent within the time D9, PSD administrators and myself agree a formula to be applied within the timeframe requested, and would give their consent that this money could go to a PSB trust account (say app £4770 * 100 investors = £477k which will allow the building to be completed and leases to be executed) as their expectations are of a long expensive legal battle , no interest on their investment and little prospect of rental income for a few years, or however long it takes to sort...and

33.2.4. thereby leave the remaining trustees to fight between themselves, allowing PSD to start generating revenue to pay all their debts!

C - THE DEFENDANTS LIABILITY IN PERSON:

1. It is averred defendants have failed to provide any evidence of a signed contract is in existence for the simple fact there is not one, and D1 has admitted "*it was intended to execute at the appropriate moment or as and when necessary*".

1.1. None of the defendants have been able to produce a signed contract between myself and any of the companies they own or act for as directors (D3 consultant role in law is that of a director [Companies Act 2006, 1261 minor definitions]) , and

1.1.1. An agreement is merely a form of promissory note by whatever name including but not limited agreement or contract between humans as artificial persons cannot take actions, and

"PART IV PROMISSORY NOTES

83Promissory note defined.

(1)A promissory note is an unconditional promise in writing made by one person to another signed by the maker [The Grantor / Settlor - The buyer - me and the beneficiary of the Lease and 5 years assured rent], engaging to pay, on demand or at a fixed or determinable future time, a sum certain in money, to, or to the order of, a specified person [whereby PSD are trustee for the AFS including but not limited to development, including construction, determination of the lease and management of the 5 years assured rent and the creation of PSB who is an additional trustee of a further trust created within my AFS - where the specific deposit of my money payable to the trustee PSD upon the terms of the AFS to fulfil their obligations, and PSB is required to...] or to bearer.

(2)An instrument in the form of a note payable to maker's order is not a note within the meaning of this section unless and until it is indorsed by the maker [My signature give the promise value].

(3)A note is not invalid by reason only that it contains also a pledge of collateral security [...hold the Designated Account and make payments

to the beneficiary in accordance with the AFS, hold the Land Registry and Companies House Legal charges, and should the beneficiary choose to exercise his right to sell the freehold is additionally required to hold the SDD and the Rental Guarantee Deposit Account in accordance with the AFS...] with authority to sell or dispose thereof [...as specified in the legal charges and SDD].

(4)A note which is, or on the face of it purports to be, both made and payable within the British Islands is an inland note. Any other note is a foreign note."

1.1.2. My signature created the "value" of the AFS in accordance with the Legal Tender Acts.

1.2. The Agreement for Sale I signed on the 25 May 2014 ([E 1.2](#)).

1.2.1. The Agreement for Sale appears to have been signed by David Roberts, but it is not possible to determine who, nor when it was signed ([E 1.2.1](#)).

1.3. The Lease Agreement I signed on the 4 May 2014 ([E 1.3](#)) and.

1.3.1. Which at the time was an impossibility to execute as Unit 609 was nonexistent, thereby making my AFS a trust agreement, and

1.4. The Management Agreement I signed on the 4 May 2014 ([E1.4](#)).

1.4.1. Which at the time was an impossibility to execute as Unit 609 was nonexistent, thereby making my AFS a trust agreement, and

2. By their own admission in the Witness Statement of (D1 & D4) - PSD, Mason & Vaughan Group Limited and MVG Holdings Limited directors have acted upon my AFS, and

Witness statement of Marc Horn, Claim E30LV132
Reply to D10 to D12 Applications listed for 10 October 2018 and Skeleton argument.

- 2.1. By the own admission in the Defence of D5 - PSB & Wirral Solicitors directors have acted upon my AFS, and
- 2.2. By their own admission in the defence of (D10, D11 & D12) - USL directors have acted upon the AFS, and
- 2.3. By the admission of D6's legal representative in the offered completion pack have admitted D6 has acted on my AFS, which he himself proved when he contacted my solicitor in response to my settling my equitable title to Unit 609, and
- 2.4. Leaving (D2, D3 & D9) where in the hearsay evidence in the witness statement of Simon Fagan point 5, 14.1 and 14.2, which although factually worded correct is designed to mislead the court as at the very least as a professional he should check the public record which show his following statement is untrue;

"None of the Aticus Defendants have had any dealings, directly or indirectly with the Claimant...";

- 2.4.1. The public record proves the second sentence of point 5, 14.1 and 14.2 are untrue as this is not factually correct in respect of D9, who is not only the sole shareholder of Bloom Group Limited, who wholly own Bloom Estates Limited, who wholly own Hollinberry Estates Limited (which formerly was Harper Brook (UK) Limited which was solely owned by D1 until the 5 April 2017) of HEL, D9 also became the sole Director until after my claim was served and D9 resigned on the 28 March 2018, and was replaced as sole Director by none other than Carl Mills (D1), as Harper Brooks (UK) Limited changed its name in December 2015, HEL
- 2.4.2. Worse still is that D9 has already previously admitted this in his email of the 20 March 2018, where he additionally admits that HEL have *"via partnership arrangements with specialist bodies, such as in the case of the Leeds site, Urban Student Life."* [\(E2.4.2\)](#).

2.4.3. Further hearsay evidence aired on BBC Panorama (29 June 2018) was told that Tony Freeman was a "...key decision maker at Pinnacle Alliance .. and we understand he was a significant shareholder in Pinnacles parent Company.. [I have seen evidence of a nominee shareholder agreement confirming D2, D3 and D9 being beneficial share holders]",

2.4.4. However D3 gave this statement to the BBC and admitted he "...is only a consultant for Pinnacle Alliance...", which is a wholly owned subsidiary of Mason & Vaughan Group Limited, which has nothing to do with the "Angelgate" project which is a subsidiary of MVG Holdings Ltd, and

2.4.4.1. Further Peter McInnes's statement admits the whole thing with Pinnacle' numerous names stated as "Pinnacle Group".

2.4.4.2. In Reply to Defence 30, there are 3 groups, one owned by D1, one owned by D2, and one owned by D9 at law under Companies Act 2006, 1161 Confirming Peter McInnis's statement, and hence D3's statement to the BBC factually links D3 to the Angelgate Project and all other Pinnacle failed project which certainly brings into question his competence of being a consultant, and without seeing his qualifications and insurance for practicing as a consultant it is not possible to establish his personal liability of harm caused resulting from his actions.

3. That the Agreement for Sale was a trust agreement was expressed in my first Notice of Liability served on the 9 February 2018 in **Statement of Fact - Microcosm - Austin Hall, Unit 609 - Breaches of Trust Page 1 of 4; 1. Intent of the Agreement of Sale**

3.1. The fact is the AFS cannot be anything other than a trust agreement as;

3.1.1. it is an impossibility for an artificial persons to take any action, and

Witness statement of Marc Horn, Claim E30LV132
Reply to D10 to D12 Applications listed for 10 October 2018 and Skeleton argument.

3.1.2. actions can only be taken by human actors delegated authority to do so from the artificial persons, and

3.2. The defendants have admitted they acted in the capacity of Directors on behalf of the their artificial person companies, and

3.2.1. have admitted contractual agreements amongst themselves.

3.3. Where those human actors have exceeded my delegated authority given to the companies resulting from my Agreement for Sale,

3.3.1. have failed in their fiduciary obligations to their companies, and

3.3.1.1. hold personal liability for that to the company, and

3.3.2. Additionally they hold personal liability to me where their actions exceeded my delegated authority expressed in my Agreement for Sale.

3.4. The perfect title had been split into a legal title and an equitable title with;

3.4.1. Myself being the equitable title holder, and

3.4.2. PSD being the legal title holder and original sole trustee of my AFS, and

3.4.2.1. Being Itself in fact a trust operating under the chosen law being Companies Act 2006 as detailed in my Reply to the Defences, Section C. I. RECOGNITION OF TRUSTS ACT 1987, and

3.4.2.1.1. Additionally these expressed trusts are known by their unique title, being [Company Name and Registration number] which meet the Three Certainties established in Knight v Knight 1840 49 ER 58 in Equity, as detailed in my Reply to Defences served

on the 24 September 2018, C. THE CORPORATE VEIL -
SHARE HOLDER IMMUNITY

- 3.4.3.** Until on the 29 June 2016 the freehold was sold to D6, and again the title was further split on the same day,
- 3.4.4.** With the leasehold title being granted back by the new freeholder to PSD
- 4.** Authority was delegated within my AFS vesting powers to Pinnacle Student Developments (Leeds) Limited (hereinafter PSD) to complete the obligations as per my AFS,
- 4.1.** Which included PSD as trustee having the power to enter agency agreements and thereby further delegating my authority for specific performance as detailed within my AFS, and
- 4.1.1.** It is trite that In Trust Law the Shareholders [grantor and beneficiary] holds equitable title, and when the director is the same person [trustee] control of the legal title [persons of significant control enacted in 2016 updating Companies Act 2006, SCHEDULE 1A References to people with significant control over a company], and
- 4.1.2.** thereby merge the 2 titles back into one perfect title so there is no longer a trust, and
- 4.1.3.** that person is acting as a sole trader, and therefore **creating unlimited personal liability for any harm knowingly caused**, hence;
- 5. Thereby creating additional trustees including but not limited to;**

Witness statement of Marc Horn, Claim E30LV132
Reply to D10 to D12 Applications listed for 10 October 2018 and Skeleton argument.

5.1. [D1 - PSD and its parent Mason & Vaughan Group Limited, and its parent MVG Holdings Ltd], and

5.1.1. D4 was a Director with Mason & Vaughan Group Limited, and thereby holds fiduciary obligations to that company, and

5.1.1.1. being unable to act as Julie Harvey did when the actions being carried out on "behalf" of the companies resigned

5.1.1.2. would have had the same knowledge and

5.1.1.3. hence where that exceeded the delegated authority of my AFS holds personal liability, and

5.1.1.4. D3 was employed as a "consultant" as detailed in Reply to Defence point 49, and

5.2. [PSB, D5 - Wirral Solicitors], and who additionally were required to execute the **Declaration of Trust** for PSB and hold trust property, being;

5.2.1. the specific deposits of investors in the Designated account,

5.2.2. Holding the securities of the Land Registry and Companies House Legal Charges, and

5.2.3. the SDD and

5.2.4. the Rental Guarantee Deposit Account.

5.3. [D9 - HEL (ex D1 until 22/6/2017), and its Parent Bloom Properties Limited, and its parent Bloom Group Limited], and

Witness statement of Marc Horn, Claim E30LV132
Reply to D10 to D12 Applications listed for 10 October 2018 and Skeleton argument.

5.3.1. as "Management Company" D9, who further via contractual agreement added agents;

5.3.1.1. [USL- D10, D11, D12 & D13], and

5.4. D10 and USL as the "Supervisor"

6. We are all first humans and liable in Equity, and second actors liable at law;

6.1. The defendants have failed to prove they have a right to knowingly cause another human harm as detailed in my notices of claim (The macrocosm), my original particulars of claim (Annex 1 included in NOC), and my revised particulars of claim (Schedule 1).

6.2. I have not consented to the defendants that they can knowingly cause me harm.

6.3. The defendants have failed to prove they have a right to knowingly cause me harm.

7. In the Skeleton argument of the first and fourth defendants point 23, the Council admits that it is correct that a director who exceeds his authority may be liable to third parties.

D - QUALITY OF CLAIMANTS SUBMISSIONS

1. From the Solicitors Regulation Authority 16. Chapter 5 of the SRA's Handbook, 'Your client and the court', includes the following provisions:

- *'Outcome (5.1) you do not attempt to deceive or knowingly or recklessly mislead the court;'*
- *"Outcome (5.5) where relevant, clients are informed of the circumstances in which your duties to the court outweigh your obligations to your client; "*
- *"Outcome (5.6) you comply with your duties to the court."*

2. From the Law Societies Litigants in person: guidelines for lawyers (PDF 387kb), page 6 as follows;

- *"You owe a paramount duty as a lawyer to the court and the administration of justice.*
- *Your duty to the court will take precedence if it conflicts with your duty to your client.*
- *You should tell your client if your duty to the court outweighs your obligations to them."*

3. Two representatives [ShakespeareMartineau and Kennedys Law - who only had 4 days (including Saturday and Sunday) to provide the defence as D5 changed legal representation on the 6 September 2018], provided an adequate defence based upon the same document brings into serious question the claim that the Amended Particulars *"...are incomprehensible..."* .

3.1. The representative of D2, D3 and D9 was only engaged on the 12 September 2018, and has requested additional time to serve a defence, which from his view of lack of time is equitable however from D2, D3 and D9 this is both dishonourable to myself as well as their legal representative to leave it so late considering I have actively engaged to settle my dispute since the 9 February 2018.

4. Additionally I have made a huge effort to comply as best I could with my knowledge at the time which is blatantly obvious if you compare my original Particulars of Claim to my Replies to the Defences, and have not only invested much of my time, but also over £5000.00 to increase my knowledge in regards all aspect of my claim including basic familiarisation of the odd 7000 pages of the CPR volumes 1 and 2 in order not to obstruct the just disposal of the proceedings, and the result of my improvement are highlighted in the Second witness statement of D10, final point, 33 "*We have nothing to say on that and are happy for the court to make a determination without us.*" as they clearly understand my claim and have admitted that they cannot decide who is owed how much money and they are happy for the court to determine that if I cannot reach agreement with D9 and PSD!!!

5. The resubmitted Particulars are in accordance with the order dated 18 June 2018 and are laid out as detailed in the contents page;
 - 5.1. Sections A, B and C set out the Equitable and legal Basis of my claim;

 - 5.2. Section D sets out the chronology

 - 5.3. Section E sets out the relief which is not possible on a defendant by defendant basis as they are joint trustees.

 - 5.4. Schedule 1 sets out the basis that no human has authority to knowingly cause another human harm without their consent.

 - 5.5. Schedule 2 sets out that Act of Parliament create titles for both property and actors within the law which are roles played by living humans,

 - 5.6. Schedule 3 sets out that legally actors known as shareholders hold liability as humans if they are with the knowledge that their investments are knowingly causing other humans harm,

Witness statement of Marc Horn, Claim E30LV132
Reply to D10 to D12 Applications listed for 10 October 2018 and Skeleton argument.

- 5.7. Schedule 4 sets out that legally actors known as directors are liable to companies when they exceed the authority given to them by their companies.
- 5.8. I was concerned with the number of pages and failed to space the document out generously which since I have no reservations.
6. Having received from the representatives of D1 & D4 the skeleton argument for their Application on the 1 October 2018;
- 6.1. It appears that I have been using my particulars of claim as my skeleton argument in an attempt to reach a settlement, which
- 6.2. It appears is not the purpose of particulars of claim, which
- 6.3. result in the high costs for legal representation as is not concerned with the substance of the claim and the search for truth, but the procedure in the form of the law.
7. Accordingly I require the court continues to apply its obligations from the Litigants in person: guidelines for lawyers (PDF 387kb), page 10, as it did in the hearing of the 18 June 2018 as I have demonstrated my rapid learning curve with the results to date;

"41. Judges are under a duty to further the overriding objective by actively managing cases. This includes the freedom to extend or shorten the time for compliance with any rule, practice direction or court order; adjourn or bring forward a hearing; to receive evidence by phone or other means; decide the order in which issues are to be heard; exclude an issue from consideration; take any other step or make any other order for the purpose of managing the case and furthering the overriding objective. The court may exercise these powers on application by one of the parties or of its own initiative. Achieving the overriding objective might require a judge to offer a degree of latitude to a LiP whose preparation and presentation of case does not conform to the court rules, provided that this does not compromise due process."

3. DIRECTIONS FOR THE SETTLEMENT OF REMAINING DISPUTE IN MY CLAIM AGAINST D9, D10, D11, D12 AND D13, WHICH WILL APPLY TO ALL UNCOMPLETED BUYERS;

3.1. Equitable Title

3.1.1. It is admitted that Pinnacle Student Developments (Leeds) Limited (hereinafter PSD), and Marc Anton Paul Horn (hereinafter me / I / my etc) and Katherine Tee, commenced the AFS on the 23 June 2014 as follows by the defendants;

3.1.1.1. D1 & D4 in the witness statement of D1 in their application dated 10 September 2018, point 9, and

3.1.1.1.1. From my Reply to Defence;

3.1.1.1.2. "**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).", and

3.1.1.1.3. " **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).".

3.1.1.2. D2, D3 & D9 in the witness statement of Simon Paul Fagan dated 21 September 2018, point 3, and

3.1.1.3. D5 in his defence point 5.1, and

3.1.1.4. D6

Witness statement of Marc Horn, Claim E30LV132
Reply to D10 to D12 Applications listed for 10 October 2018 and Skeleton argument.

- 3.1.1.4.1.** In the completion pack enclosing a letter from MSB, the solicitor of D6 confirming the demands to PSD to be offered in the completion offer.
- 3.1.1.4.2.** This is the first and only correspondence received from **D6**, and

"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)."
- 3.1.1.4.3.** my solicitor confirmed that the notice of termination was withdrawn which **D6** should verify with his sources (evidence in Reply to Defence), and
- 3.1.1.4.4.** my solicitor referred D6 to the completion pack offered by PSD solicitor Black Norman. and
- 3.1.1.4.5.** No further correspondence has been received from **D6**.
- 3.1.1.4.6.** In the completion pack enclosing a letter from MSB, the solicitor of D6 confirming the demands to PSD to be offered in the completion offer.
- 3.1.1.5. D10, D11 & D12** are the only defendants that have neither admitted nor denied this, and
- 3.1.1.5.1.** Their legal representative has either not been able to determine to give them advice on this and has chosen to ignore my request of the 16 September 2018 ([E3.1.1.5.1](#)) what they require, or have knowingly failed to express their position to their client as is

averred in the second witness statement of the tenth defendant dated 26 September 2018.

3.1.1.5.2. It appears they avoided admitting in order to avoid taking responsibility of making this decision despite all the above evidence [as it would mean all uncompleted buyers would also claim their equitable dues], and

3.1.1.5.3. Have requested this court to confirm the equitable ownership of Unit 609, Austin Hall.

Ruling Required: What is proof of Equitable Title

3.1.2. FOR THE COURTS ATTENTION: this ruling would mean as D6 is now also renting out uncompleted units the same outcome from this court would apply to D6.

3.2. The Applicants are unable to settle the amount the equitable owners are entitled to and require the court to adjudicate on this matter [second witness statement of D10 dated 26 September 2018 - point 33];
2.5 to 2.18 above,
Reply to Defence: H. EQUITABLE RELIEF - D10, D11, D12 and D13, page 47,

Order Asked for:

3.2.1. Order D9 within 3 days, and PSD administrators to within 7 days to substantiate their claims against USL to myself, without which my claim cannot be settled,

3.2.2. failing which a judgement will be required from the court.

3.3. Based upon above settlement formula D6 pays equally as now he is renting out my unit and continuing the actions of USL who has not only expressed his intent of;

3.3.1. not guaranteeing the completion of the building, but

3.3.2. also removing my right to deduct the interest from the final payment in addition to

3.3.3. removing my right to the assured rent.

3.3.4. Additionally he is legally holding my equitable beneficial rental income.

Order Asked For

3.3.5. D6 provides within 3 days a reconciliation of payments received by Unit number and bank statement

DISCONTINUANCE AGAINST D9, D10, D11, D12 AND D13

4. Upon Completion of this settlement I will discontinue my claim against D9, D10, D11, D12 and D13 as they have no further role in settling the remaining dispute.

E - SKELETON ARGUMENT:

1. An unconscionable settlement offer was made and I rejected it. Reply to Defence H. EQUITABLE RELIEF - D10, D11, D12 and D13, page 47.

2. A further offer was made on the 3 October 2018, which also was rejected as it did not address the issues of the first offer, nor the issues detailed in the Reply to Defence which are detailed in 3.4, 3.5 and 3.6 below.

3. The defendants admit they owe money to the equitable title holder and are the **only defendants who do not admit [nor deny] that I am the Equitable title owner of Unit 609** (Second witness statement of the tenth defendant, point 33).
 - 3.1. The defendants representatives appear either not to have the legal expertise or have failed to advise their clients as to who the equitable title holder is, and have avoided telling me what I can give as suitable evidence.

4. The defendants admit rent on the unit of £5623.80 has been collected and a minimum of £2451.08 is due to the equitable title holder (Second witness statement of the tenth defendant, point 31 and 32).
 - 4.1. It is denied I claim I am owed £4,049.65 which is a figure based on assumptions as detailed next.

 - 4.2. The defendants claim they are unable to adjudicate who how much money goes to and indicate they will pay as directed by the court (Second witness statement of the tenth defendant, point 33).
 - 4.2.1. D9 management charge is to be agreed with D9 (3.5 to 3.7, and

 - 4.2.2. PSD must agree the costs related to construction which have been included as deductions 3.8 to 3.), see both below, and

4.2.3. PSD is liable to make up the assured rent to £4770.00.

Rulings Required from the court:

5. The court is required to confirm to USL my beneficial title, and confirm what other completed buyers must provide to USL as acceptable evidence of equitable title, thereby allowing USL to pay out all equitable owners once the following are agreed;

6. The MSA with D9 includes a 5% net rent management charge for USL.

6.1. D9 is entitled for a management charge to a maximum of 15% gross rent **[admitted maximum total is £5623.80 * 0.15 = £843.57 management charge including any USL management charges]** to provide all the services which the tenth to twelfth defendants have provided for 5% of net rents.

6.2. The representative of D9 has not been cooperative to provide a equitable figure for D9.

6.3. The workload of D9 is considerably negligible compared to USL who get 5% of net rent and his representative point blankly refuses to settle this as I offered to discontinue as the money was with USL, and then afterwards realised I had forgotten that D9 is needed to agree this figure.

6.3.1. Despite pointing out to D9's representative that as this is required the judge may not approve the discontinuance and it is not a difficult thing for his client to do that I stand by my equitable position expressed in my offer of discontinuance, and he confirmed he has the legal right of his legal position, however I also have pointed out equity prevails over common law in accordance with Senior Courts Act 1981, 49 (1 and 2) and this figure is needed to agree (2).

6.3.1.1. I feel this is obscuring the just disposal of the proceedings and bring this to the courts attention for its consideration and action.

Direction Asked For:

7. The court is required to compel D9 to provide a substantiated equitable % of management fees with due consideration that USL carries out the vast majority of the management within 3 days, failing which the court is requested to rule as to what figure is to be used for D9's management fee.

7.1. The final Figure to be agreed is with PSD (the administrators have been informed of this) as approximately £600 clearly appear to be related to costs that form part of pre practical completion and hence are the liability of PSD. Also if the Assured rental period is to be from the commencement of rental then PSD are obliged to make that up and hence set off against the full years money which USL holds.

Directions Asked for:

8. The court is to require PSD to provide substantiated equitable resolution within 7 days by agreeing what is part of construction costs and what is maintenance costs.

The disputed figure is £ 1059.80.

8.1. PSD are liable to make up the assured rent to £4470.00.

Order Asked For:

9. In any case USL is required to pay £2451.08 within 3 days into a designated account as directed by myself within 3 days of receiving account payment details.

10. The court is required to instruct USL to pay the balance into a designated account the balance as directed by myself within 3 days of receiving account payment details once the above details in 3.4, 3.5 and 3.6 are resolved.

10.1. The above calculations in 3.4, 3.5 and 3.6 are required to be sorted in my claim as D6 is now renting the units of uncompleted buyers in Austin Hall as, admitted by D1 in his witness statement of the 10 September 2018, point 17.

10.1.1. This a simple site inspection can confirm if D6 denies this.

10.1.2. **3.8.2 - Quarterly payments are due in accordance with my AFS.**

Order Asked For:

- 11. D6 is required to pay £2451.08 / £5623.80 = 44% (based on minimum figures from USL) of gross rent received in advance within 3 days into a designated account as directed by myself within 3 days of receiving account payment details, with remaining amount in accordance with the AFS.**
- 12. Remaining payments are made quarterly in accordance with my AFS.**

DISCONTINUANCE AGAINST D9, D10, D11, D12 AND D13

- 13. Upon Completion of this settlement I will discontinue my claim against D9, D10, D11, D12 and D13 as they have no further role in settling the remaining dispute.**

F - MOVING CLAIM BACK TO PART 8

1. The defendants have admitted that they have failed to deliver the obligations of the AFS.
2. The defendants have failed to produce contracts between myself and their companies and hence exceeded their delegated authority as directors, and failed in their fiduciary duties to their companies, and
3. **As there is no contractual relationship between myself and the defendants nor their companies all are liable in person for any harm caused where they have exceeded my delegated authority within the AFS, and**
4. **Hence the defendants are delinquent trustees.**
5. **Thereby allowing me as the beneficiary to seek equitable relief** from the grantors and / or trustees of the Companies for harm caused where legal redress provides inadequate relief as expressed in the Senior Courts Act 1981, 49 (1 and 2).

G - CLAIM GROWING NATIONAL ATTENTION: Move back to high court.

6. Further since I submitted my claim this matter with many of the defendants **in my case has risen to one of substantial importance as is evidenced by the recent BBC Panorama documentary** aired on the 27/06/2018 and are looking to do a follow up in the near future, **and**
7. on the 7 September 2018 **the leaseholders action group of which I am a part, met with MP, Dr Liam Fox (Secretary of State for International Trade and President of the Board of Trade) and presented our evidence which he stated will be taken further.**

H - EQUITABLE COSTS

1. Since the merging of the courts acts 1873 to 1875 Equity and law are administered in all courts concurrently.
2. And the promissory notes acts express human value is by their signature.
3. 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...".
4. All parties have expressed their value in pounds and pence, and
5. as duels with swords and pistols are no longer lawful means of settling disputes.
6. The last standing truth is how a peaceful society claims to be civilised.
7. Some defendants expressed their value by their actions chosen by their own freewill.
8. And as some of the defendants have chosen to get legal representation.
9. 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"*

10. 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."*

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

11.1. The threats of costs from the legal representatives to generate fear have caused me harm, and I had the courage to overcome that fear in the search of truth, and

11.2. The disrespect of the 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.

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

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

11.2.2.1. 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.

Order Asked For

11.3. As at the time of bringing my claim I was not anticipating this sort of behaviour, I request the court allow me to amend my particulars of claim to add relief on these grounds.

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

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

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

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

16. As the law cannot knowingly cause a human harm D1, D3, D4, D5, D9, D10, D11, D12 and D13 can seek relief from their legal representatives where they have failed in their mandatory obligations to you, the human,

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

I - EVIDENCE

E 1.2

exceeds the Assured Rent.

- 10.8 If at the end of the Rental Guarantee Period or earlier termination of the Management Agreement the monies held by the Management Company on the Buyer's behalf are insufficient to repay in full any monies paid by the Seller to make good any shortfall in the Assured Rent, or, any Ground Rent or insurance rent or service charges due under the Lease, then the Seller will release and discharge the Buyer from any outstanding liability for such payments but not (for the avoidance of doubt) from any liability for any ground rent or insurance rent or service charges falling due for payment after such date or for any other payments due under the Lease or the Management Agreement.
- 10.9 For clarity, any sum paid by the Seller to make good any shortfall in the Assured Rent will be paid from the Seller's own monies. Similarly, where the Seller defers its right to enforce any Ground Rent or insurance rent or service charge liability under clause 10.7 or releases and discharges any such liability under clause 10.8, then any monies required to fund the services and/or insurance premium due under the Lease by reason of the Buyer's non-payment shall be paid by the Seller from its own monies.
- 10.10 The Seller agrees with the Buyer and the Company that it will not sell mortgage or otherwise dispose of the Seller's freehold interest in the Estate without the Company's consent unless the Seller first enters into the Secured Deposit Deed with the Company and deposits with the Company upon the terms of the Secured Deposit Deed a sum ascertained by reference to the year of the Rental Guarantee Period in which the disposition is made as set out in Table 1.

Year of Rental Guarantee Period	Amount
	£
Year 1	190,000
Year 2	152,600
Year 3	121,600
Year 4	97,200
Year 5	77,800

- 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.

Signed 25/5/2014 Kate Tee Buyer 1
..... (Seller/Buyer)
25/5/2014 Marc Horn Buyer 2

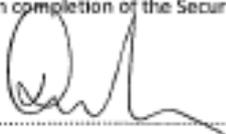
E 1.2.1

exceeds the Assured Rent.

- 10.8 If at the end of the Rental Guarantee Period or earlier termination of the Management Agreement the monies held by the Management Company on the Buyer's behalf are insufficient to repay in full any monies paid by the Seller to make good any shortfall in the Assured Rent, or, any Ground Rent or insurance rent or service charges due under the Lease, then the Seller will release and discharge the Buyer from any outstanding liability for such payments but not (for the avoidance of doubt) from any liability for any ground rent or insurance rent or service charges falling due for payment after such date or for any other payments due under the Lease or the Management Agreement.
- 10.9 For clarity, any sum paid by the Seller to make good any shortfall in the Assured Rent will be paid from the Seller's own monies. Similarly, where the Seller defers its right to enforce any Ground Rent or insurance rent or service charge liability under clause 10.7 or releases and discharges any such liability under clause 10.8, then any monies required to fund the services and/or insurance premium due under the Lease by reason of the Buyer's non-payment shall be paid by the Seller from its own monies.
- 10.10 The Seller agrees with the Buyer and the Company that it will not sell mortgage or otherwise dispose of the Seller's freehold interest in the Estate without the Company's consent unless the Seller first enters into the Secured Deposit Deed with the Company and deposits with the Company upon the terms of the Secured Deposit Deed a sum ascertained by reference to the year of the Rental Guarantee Period in which the disposition is made as set out in Table 1.

Year of Rental Guarantee Period	Amount £
Year 1	190,000
Year 2	152,600
Year 3	121,600
Year 4	97,200
Year 5	77,800

- 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.

Signed..........(Seller/Buyer)

E2.4.2

recent correspondence

Michael Patterson (BE) <Michael.Patterson@bloomestates.co.uk>

20 Mar at 5:25 PM

To maphorn@yahoo.com

Dear Mr. Horn,

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

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

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

Yours sincerely

This message has been scanned for malware by Websense. www.websense.com

E3.1.1.5.1

Marc Horn <maphorn@yahoo.com>

To: Martin Gabriel, proofofdelivery@acklandslegal.co.uk

Cc: James Fownes, Pia Eames, proofofdelivery@shma.co.uk, Joanna Makin, proofofdelivery@kennedyslaw.com and Andrew Koffman, Simon Fagan, Kevan. Glaysher, proofofdelivery@aticuslaw.co.uk, proofofdelivery@bermans.co.uk, David Choules, proofofdelivery@urbanstudentlife.com, Declan Lowy, Andrew Buchanan, Michael Gubbay, Sol Levi, sgubbay@grangeford.com, proofofdelivery@grangeford.com, proofofdelivery@bermans.co.uk, Kevan. GlaysherHide

16 Sep at 11:08

Hi Martin,

I have enclosed your forwarded email of the offer of completion where it clearly states My name and Unit 609 is intended for my benefit.

Should this not suffice the defendants and or their representatives could you please do what is accepted in the courts to prove my beneficial ownership of Unit 609, Austin Hall, and

please reply to all as many have required me to prove this in my claim against them.

Regards,
Marc

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

----- Forwarded message -----

From: Martin Gabriel <mg@acklandslegal.co.uk>

To: Marc Horn <maphorn@yahoo.com>

Sent: Monday, 14 May 2018, 16:12:11 BST

Subject: Austin Halls Update

Dear Marc,

We write to advise that we have now heard substantively from the Solicitors appointed by the Developer with regard to the steps required to conclude matters and enclose for your consideration a copy of their letter received late on Friday, together with the letter from the Solicitors acting for the Freeholder, MSB Solicitors with the proposals and steps to bring matters to a conclusion.

Witness statement of Marc Horn, Claim E30LV132
Reply to D10 to D12 Applications listed for 10 October 2018 and Skeleton argument.

MSB Solicitors have written to the Developer's new solicitors setting out the steps that they have taken to try and facilitate a resolution following the financial difficulties the Developer has found themselves in.

The terms proposed can be summarised as follows:-

1. The payment of the contractual balance to be paid to complete
2. There be no accrued interest paid on deposited funds as set out in the original agreement
3. Given the issues with the Developer the payment will be paid directly to the Freeholder's solicitors
4. Once they are in receipt of the completion monies they will ensure that completion takes place and that all of the necessary warranties, notices etc will be provided to enable you to be granted a clear title at HM Land Registry
5. There will be no assured rental following completion but instead, there will be a separate rental agreement with the management company to ensure that all rental received from the letting of the units will be paid to you.

The Solicitors have prepared a supplemental agreement dealing with the amendments to the original contract and a draft is enclosed with this email.

Whilst this proposal is not ideal, it does allow the units to complete and for you then to receive a potential income stream from the unit. There will certainly be value in having the units complete to you as an investor as there has been an increase in value since the original contract was entered into in 2013, some 5 years ago.

You will also then have the opportunity to retain the unit and have the benefit of the income generated from its rental, or look to sell on the open market once the registration process is completed.

If the proposed way forward is not agreed then there is a risk that you could lose the funds paid to date or, have to seek litigation advice to pursue a claim for damages for breach of contract against the Development company which has limited assets available to it.

Whilst litigation may ultimately prove successful, it will involve additional time and cost to look to try and resolve matters in this way. Further, we are not litigators and so you would need to seek separate independent legal advice from a specialist law firm in this respect.

As you will appreciate we have undertaken significant additional legal work to try and broker a resolution for you with the agents, the Developer's old solicitors, and the new firm as well as providing you with updates as and when we have been able to do so. We have not charged you for this work.

We look forward to hearing from you once you have had the opportunity to consider the documentation we have been provided with and enclosed with this email so that we can hopefully look to finalise matters for you as soon as possible and draw a line under this sorry saga for you.

Kind regards,

Martin

Martin Gabriel
Consultant Solicitor
Ackland & Co
68 Llandaff Road
Cardiff
CF11 9NL

Telephone: +44 (0) 29 2022 6668
Fax: +44 (0) 29 2022 6667
Email: mg@acklandslegal.co.uk
Web: www.acklandslegal.co.uk

Information in this message is confidential and may be legally privileged. It is intended solely for the person to whom it is addressed. If you are not the intended recipient, please notify the sender, and please delete the message from your system immediately.

Ackland & Co
SOLICITORS

[Download all attachments as a zip file](#)

•

[Horn Black Norman Letter 10.5.18.pdf](#)
[122.9kB](#)

•

[MSB Letter 8.5.18.pdf](#)
[226.2kB](#)

•

[PCC.pdf](#)
[354.9kB](#)

•

[CRL Warranty Documentation.pdf](#)
[4.4MB](#)

•

[Draft Amended Lease and Supplemental Agreement.pdf](#)
[2.3MB](#)