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NOTICE OF INTEREST:

Order asked for;

1. The application of the 2nd, 3rd and 9th 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 witness statement is hearsay evidence and as such has no standing in court, however
- 1.2. I had already reached the conclusion I did not have enough evidence to continue my claim against D2, and
- 1.3. The hearsay witness statement misleads the court by having failed to do basic research of the public records which show both D3 and D9 have had direct dealing with my AFS.
- 1.4. And some statements are proven to be untrue by the public record such as D9 has not been an officer of HBL, which changed its name to Hollinberry Estates Limited on 17 December 2015 which are misleading the court, and
- 1.5. The basis of the strike out is the result of the form of law, and ignores the substance in equity, and
- 1.6. D3 is the controlling shadow director of the "Pinnacle Group" claiming to be a consultant, and
- 1.7. D9 exceeded his authority delegated in my AFS, and

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- 1.8. as D9 not only was the sole director but also is the sole equitable title holder of HEL, and he acted with the knowledge that the directors of the companies were acting beyond the delegated authority of the HEL and failed to take action to replace himself as director, and hence holds liability in person to myself as both director, and as shareholder (the corporate veil).
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"*
- 2.1. to dismiss the substance in equity over the form of law is likely to obstruct the just disposal of my proceedings.

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3. So that the substance of my claim gets dealt with it is reasonable despite the dishonourable and unconscionable actions of D3 and D9 in failing to deal with my claim since the 9 February 2018, that
- 3.1. as they finally are taking my claim seriously that they be given 14 days to respond to the Particulars of Claim, Amended Particulars and the Reply to the Defences as relevant to their own actions.

STATEMENT OF INTEREST:

**A - REPLY TO THE HEARSAY WITNESS STATEMENT OF SIMON PAUL FAGAN
DATED 21 SEPTEMBER 2018, POINT AS PER WITNESS STATEMENT REFERENCE.**

1. Noted.

2. Averred that this is hearsay evidence.

3. It is averred that D2, D3 and D9 admit I am the Equitable owner of the property known as Unit 609, Austin Hall, Servia Road, Leeds LS7 1NJ, and that I am the beneficiary of the rental income from the investment in accordance with the terms of the "Management Agreement" [not "lease agreement" as stated] with Harper Brooks (UK) Limited and the public record shows;
 - 3.1. Harper Brooks (UK) Limited changed its name to Hollinberry Estates Limited (**hereinafter HEL**) on the 17 December 2015,

 - 3.2. HEL being 100% owned by its parent Bloom Property Services Limited, and

 - 3.3. Bloom Property Services being 100% owned by its parent Bloom Group Limited, and

 - 3.4. Bloom Group Limited being 100% owned by D9, and

 - 3.5. D9 was the sole director since the 5 April 2017 (when he "purchased" HEL. from D1) until his resignation on the 29 March 2018, being shortly after the submission of my claim, when once again, and

 - 3.6. D1 becoming the sole director on the 28 March 2018.

 - 3.7. In Respect of discontinuance of D9 his representative is with the knowledge that he is required to settle the management charge within the settlement of my dispute

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with D10 to D13, however is obstructing this by refusing to settle this choosing to follow the form of law as I had previously offered to discontinue my claim against D9, until I realised my error in equity.

4. Noted.

5. Admitted and denied as follows;

5.1. It is admitted that D2 and D3 were not officers or shareholders of Pinnacle and or HBL.

5.2. It is denied the D9 was not an officer or shareholder of HBL as the public record shows as detailed in 3 above.

5.3. Therefore it is denied that D9 had no dealings with me.

5.3.1. 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."* [\(E2.4.2\)](#).

5.4. Further it is denied in; C - Defendants Liability in Person, point 2.4 and its sub points, confirm D3 had dealing with me indirectly as "consultant" to "Pinnacle Group", and is further detailed in my Reply to Defences point 49 through 49.4 and its sub points.

5.5. With the evidence I have I am unable to continue my claim against D2 as I do not have access to the accounts of PSD, and hence enclose an application for discontinuance against D2

6. Admitted.

7. Denied as detailed in **D - "Quality Of My Amended Particulars Of Claim"**.

8. Denied as detailed in **D - "Quality Of My Amended Particulars Of Claim"**.
9. Denied as detailed in **D - "Quality Of My Amended Particulars Of Claim"**.
10. Two defences were submitted who clearly disagree with you and it is not for me to speculate as to the reason, including Kennedys Law LLP who only became D5's representative on the 6 September 2018, a mere 4 days before the Defences were due to be submitted.
 - 10.1. Further it is averred your services were not even instructed until the 12 September 2018, being 2 days after the submission date in the order of the 18 June 2018 of Defences!
11. Denied as detailed in **D - "Quality Of My Amended Particulars Of Claim"**. and in particular I would draw your attention to your obligations as a solicitor and point out that the courts correctly dealt with my status as litigant in person in accordance with the Courts process.
12. Admitted and denied as follows;
 - 12.1. It is admitted in respect of D2 and refer you to 5.5 above.
 - 12.2. It is denied in respect of D3, who is an active player in the harm caused to me as detailed in the Amended Particulars of Claim and the Reply to the Defences and 5.4 above.
 - 12.3. It is denied in respect of D9 who is an active player in the harm caused to me as detailed in the Amended Particulars of Claim and the Reply to the Defences, and is required to settle my claim as detailed in 3.7 above.
13. It is denied what I am seeking from these proceedings is not identified. It is as it has always been - that I want the court to compel the completion of my Agreement for

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Sale which is to deliver the defendants obligations - complete the building, execute the lease and to pay the 5 years assured rent.

13.1. What is clear is that the defendants and their representatives are playing with the form of the law and ignoring the Equitable substance!

14. Noted

14.1. It is denied that there were no dealings with D3 and D9 as detailed in 3 and 5 above.

14.1.1. It is denied that D9 had no contractual dealing with both PSD and USL as both PSD and USL have admitted this and is detailed in 3 and 5 above.

14.1.2. It is denied that D3 had no direct influence over PSD and or HEL as detailed in 5.4 above.

14.2. It is denied that D9 was not a director of HEL, but averred he also is the sole beneficiary of HEL as detailed in 3 above

14.2.1. It is denied that D3 is not a director in accordance with Companies Act 2006, 1261 Minor definitions, all as detailed in 5.4 above.

14.3. This is denied, see 14.2 and 14.2.1 above.

14.4. This is denied, see 14.2 and 14.2.1 above.

14.5. It is undisputed the fact that the obligations of my AFS have not been delivered.

14.5.1. It is admitted that it not for me to make judgement as to conspiracy, and I have provided evidence of breaches of the terms of my AFS, and

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- 14.5.2.** evidenced to the best of my ability as to who was with the knowledge of the detailed breaches at those points in time.
- 14.5.3.** Details of conspiracy and fraud are criminal and hence fall outside of my claim as it is not the jurisdiction of this court in my proceedings. However
- 14.5.4.** who had what knowledge at what time is part of the harm caused and hence those facts are part of my claim.
- 14.6.** The schedules disclose that no human has authority to knowingly cause another human harm - this is the foundation of a civilised society and is a principal upon which the rules of equity are founded! And at law Equity prevails in the event of conflict.
- 15.** In respect of the whole paragraph it is clear that your application has nothing to do with the substance of the facts in equity, but merely is an attempt to obstruct the just disposal of the proceedings.

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

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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

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- 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."* [\(E2.4.2\)](#).

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2.4.3. Further hearsay evidence aired on BBC Panorama on 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

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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

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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;**

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- 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

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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 [2 days after the defences were ordered by the court to be filed] , 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.

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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,

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- 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, as well as 3rd parties..
- 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."

4. DIRECTIONS FOR THE SETTLEMENT OF REMAINING DISPUTE IN MY CLAIM AGAINST D1, D3, D4, D5 AND D6, WHICH WILL APPLY TO ALL UNCOMPLETED BUYERS;

4.1. DIRECTIONS IN RESPECT OF MY EQUITABLE TITLE: D10 to D12 are to admit, deny with evidence or provide myself with what further proof they require for my Equitable Title to Unit 609,

4.1.1. 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;

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

4.1.1.1.1. From my Reply to Defence;

4.1.1.1.2. "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

4.1.1.1.3. " 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).".

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

4.1.1.3. D5 in his defence point 5.1, and

4.1.1.4. D6

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- 4.1.1.4.1. 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.
- 4.1.1.4.2. 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)."
- 4.1.1.4.3. my solicitor confirmed that the notice of termination was withdrawn which **D6** should verify with his sources (evidence in Reply to Defence), and
- 4.1.1.4.4. my solicitor referred D6 to the completion pack offered by PSD solicitor Black Norman. and
- 4.1.1.4.5. No further correspondence has been received from **D6**.
- 4.1.1.4.6. 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.
- 4.1.1.5. **D10, D11 & D12** are the only defendants that have neither admitted nor denied this, and
- 4.1.1.5.1. 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

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

- 4.1.1.5.2.** 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

4.1.2. failing which I require the court to make this ruling

FOR THE COURTS ATTENTION:

This ruling will affect all uncompleted buyers.

This ruling would mean as D6 is now also renting out uncompleted units this would apply to D6.

4.2. DIRECTIONS IN RESPECT OF PSB NEVER HAVING SET UP A DESIGNATED ACCOUNT IN ACCORDANCE WITH MY AFS, 5:

- 4.2.1.** D1 through D6 are to admit, deny with evidence or provide myself with what further proof they require to establish the breach that no Designated account was ever set up in accordance with my AFS, 5. as detailed in A - Reply to Application of D1 and D4, points 14, 15 & 16 as admitted by D1, D4 and D5,

4.2.2. failing which I require the court to make this ruling

- 4.2.3. Order Asked for:** Order PSB to set up a Designated Account for completion of the building in accordance with my AFS 5, failing which I will designate an escrow account if this cannot be done within 7 days.

4.3. DIRECTIONS IN RESPECT OF THE SDD BEING IN BREACH OF MY AFS:

**Witness statement of Marc Horn, Claim E30LV132
Reply to D2, D3 and D9 Applications listed for 10 October 2018.**

4.3.1. D1 through D6 are to admit, deny with evidence or provide myself with what further proof they require to establish the breach of the SDD not being in accordance with my AFS,

4.3.2. The executed Secure Deposit Deed ([E3.2a](#)) page 1 is in Breach of my AFS SDD ([E3.2b](#)) as the word "Freehold" was changed to "leasehold", and the words "Asquith House and" were added before the words "Austin Hall".

4.3.3. failing which **I require the court to make this ruling**

FOR THE COURTS ATTENTION:

This ruling will affect all uncompleted buyers. SDD being in Breach of my AFS.

4.3.4. Order Asked for: The court is required to order PSD administrators to execute a new SDD in accordance with my AFS.

4.3.5. Order Asked for: The court is required to order PSB to set up a Rental Guarantee Deposit Account in accordance with SDD and my AFS 10.11, failing which I will designate an escrow account if this cannot be done within 7 days.

4.3.6. Order Asked for: The court is required to order PSD fund the Rental Guarantee Deposit Account within 3 days of it being set up (or alternative escrow account as detailed in 4.3.3 above) details as directed by PSB in accordance with my AFS.

**4.4. DIRECTIONS IN RESPECT OF THE REMOVAL OF THE LEGAL CHARGES
BEING IN BREACH OF THE SDD:**

4.4.1. D1 through D6 are to admit, deny with evidence or provide myself with what further proof they require to establish the removal of the Legal Charges detailed in the SDD,

4.4.2. The SDD page 1 states " under the Contracts to the Buyers secured by a Legal Charge to the Company dated the 9th April 2014."

4.4.3. was in breach of the SDD, failing which **I require the court to make this ruling**

FOR THE COURTS ATTENTION:

This ruling will affect all uncompleted buyers. SDD being in Breach of my AFS.

4.5. DIRECTIONS IN RESPECT OF THE REMOVAL OF THE LEGAL CHARGES BEING IN BREACH OF AFS 10.11 WITHOUT MY EXPRESS APPROVAL:

4.5.1. D1 through D6 are to admit, deny with evidence or provide myself with what further proof they require to establish the removal of the Legal Charges detailed in the AFS10.11

4.5.2. *"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."*

4.5.3. was in breach of the AFS, failing which **I require the court to make this ruling**

FOR THE COURTS ATTENTION:

This ruling will affect all uncompleted buyers. with the removal of Legal Charges being in Breach of my AFS.

4.6. DIRECTIONS IN REPSECT OF COMPLETING THE AFS:

**Witness statement of Marc Horn, Claim E30LV132
Reply to D2, D3 and D9 Applications listed for 10 October 2018.**

- 4.6.1.** PSD has expressed to implement the demands of D6 and there is no reason the buyers cannot fund this as detailed in RTD page 43, G - Equitable Relief D1, D3, D4, D5 and D6.
- 4.6.2. Undertaking asked for :** Court to get D1 through D6 to undertake not to interfere with the completion of the works should the buyers wish to fund it themselves as outlined and PSD administrators execute my and other completed buyers leaseholds in accordance with my AFS, and
- 4.6.3. What if Order Asked for:** if they fail to give this undertaking then the court issue an injunction order compelling them to do so.

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;*

**Witness statement of Marc Horn, Claim E30LV132
Reply to D2, D3 and D9 Applications listed for 10 October 2018.**

- (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

**Witness statement of Marc Horn, Claim E30LV132
Reply to D2, D3 and D9 Applications listed for 10 October 2018.**

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

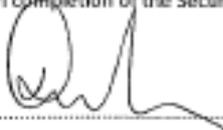
E 1.2.1

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.

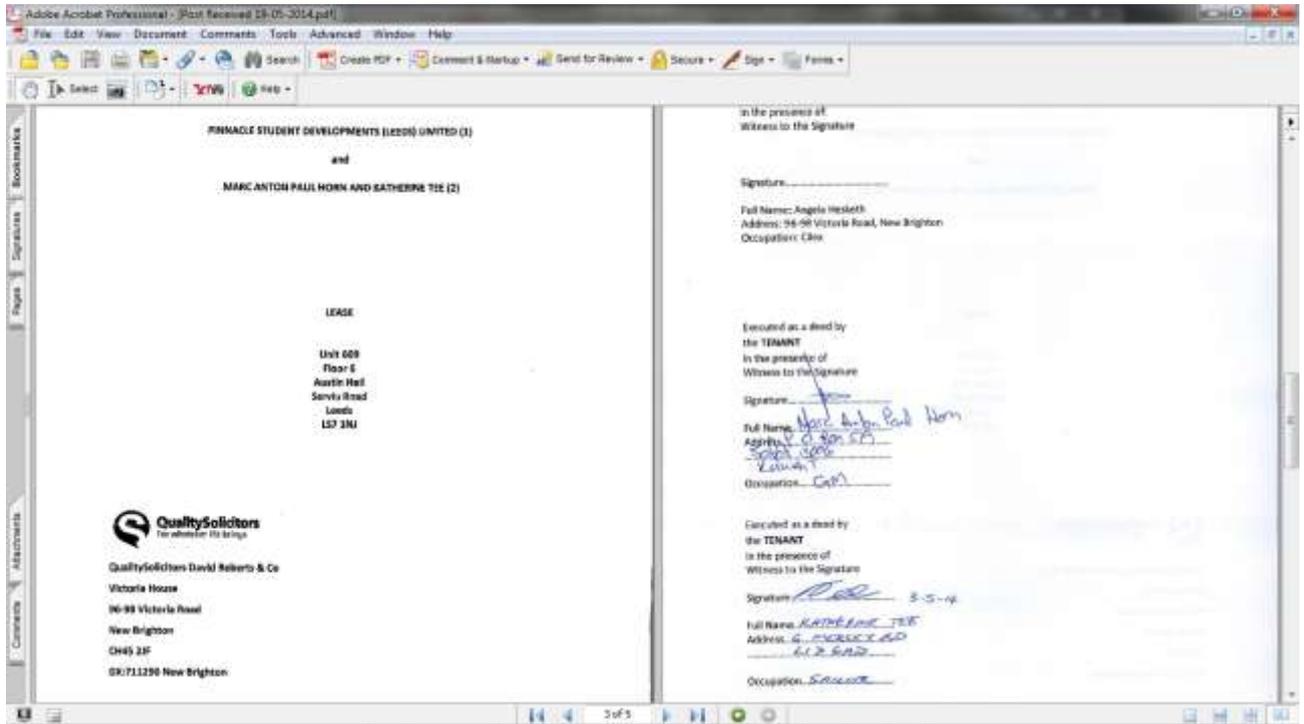
Year of Rental Guarantee Period	Amount £
Year 1	190,000
Year 2	152,600
Year 3	121,600
Year 4	97,200
Year 5	77,800

- 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.

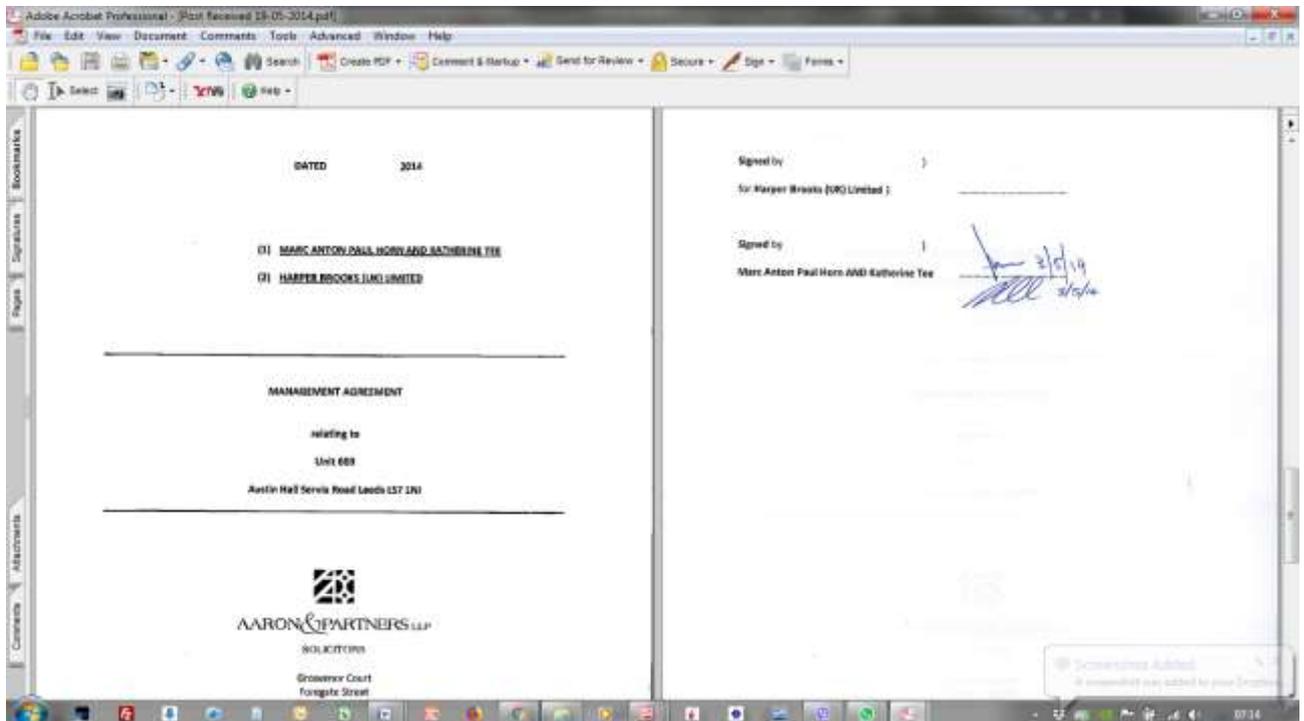
Signed..........(Seller/Buyer)

Witness statement of Marc Horn, Claim E30LV132
Reply to D2, D3 and D9 Applications listed for 10 October 2018.

E 1.3



E1.4



**Witness statement of Marc Horn, Claim E30LV132
Reply to D2, D3 and D9 Applications listed for 10 October 2018.**

E 1.6.2.1

Microsoft Excel - RGA ASQUITH HOUSE - Asquith - Audit - Budget Ledger (Nov 2017) P38

Asquith House Servia Road Leeds															
Matter	PIN008/372										PIN008 - Pinnacle Student Developments (Leeds) LI				
Matter	PIN008/372	Asquith House Servia Road Leeds													
Client	PIN008 - Pinnacle Student Developments (Leeds)														
Brand	1 - New Brighton														
F.E.	DXR														
Date	Type	Ref	Description	Val	Debit	Office Credit	Balance	Debit	Client Credit	Balance	Debit	DOA Credit	Balance		
20-01-2016	DPB	C/T	Office copy entries and Plan/Invoice Ref: C/T / Bill No: 2527		8.00		8.00								
29-03-2016	DPB	C/T	OTM 1991 From PIN008372 - 5810 TO PIN008232 - A140 - Office copy entries / Invoice Ref: C/T / Bill No: 2527		3.00		11.00								
22-06-2016	DPB	FP	BTC Conference Call (VAT) / Invoice Ref: BT07885055 / Bill No: 2527	8.15		61.50	19.15								
29-06-2016	CCP	TT	HE Dolson LLP Liverpool Client Completion Funds			61.50	19.15	323,196.66	325,196.66						
30-06-2016	BA	5627	Bill of Costs - Sale (23,575.50) PC 15,585.93 PC Vat 3,578.00 OCB 52.75 OCB Vat 6.15	1,903.00	25,514.00		22,611.15		325,196.66						
30-06-2016	CCP	BACS	Manick Road Developments (Manchester) Limited Completion Funds / Phase: Manick Road Developments (Manchester) Limited				22,611.15	300,000.00	325,196.66						
30-06-2016	CCP	TT	Mason & Vaughan Group Limited Completion Funds / Phase: Mason & Vaughan Group Limited				22,611.15	301,471.81	325,196.66						
30-06-2016	CTD	COBTS	Taget bill number 2527			25,514.00	0.00	22,611.15	325,196.66						
22-07-2016	CTC	Transfer	Subst funds - re SOLI short of From Phase: PIN008001/PIN008372				0.00	7,776.00	231,928.00						
22-07-2016	CCP	BACS	HMRC SOLI / Phase: HMRC				0.00	41,320.00	190,000.00						
23-08-2016	DPB	C/T	OTM 1991 From PIN008372 - AC225 90, PIN008372 - A140 - Registered Limited Invoice Ref: C/T / Direct allocation		50.00		190.00		190,000.00						
24-08-2016	DPB	DBS	CTD: Sweep client to office transfer / Invoice Ref: DBS / Bill No: 28370			190.00	0.00	190.00	190,000.00						
24-08-2016	BA	BLDSB	Direct Debit Payment - Allocation (190.00)		0.00		0.00		190,000.00						
24-08-2016	BA	BLDSB	Direct Debit Payment - Allocation (190.00)		0.00		0.00		190,000.00						
25-08-2016	CTC	TRANSFE	Top up secured deposit deed From Phase: PIN008001 To PIN008372				0.00	190.00	190,000.00						
25-02-2017	CCP	BACS	HMRC SOLI / Phase: HMRC				0.00	1,108.00	191,108.00						
25-02-2017	CCP	BACS	HMRC SOLI / Phase: HMRC				0.00	858.00	191,966.00						
25-02-2017	CCP	BACS	HMRC SOLI / Phase: HMRC				0.00	803.64	192,769.64						
25-02-2017	CCP	BACS	HMRC SOLI / Phase: HMRC				0.00	1,917.36	194,687.00						

Page 1

E2.4.2

recent correspondence

[Michael Patterson \(BE\) <Michael.Patterson@bloomestates.co.uk>](mailto:Michael.Patterson@bloomestates.co.uk)
5:25 PM

20 Mar at

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 unnecessary administration time and clearly taking up significant amounts of your own valuable time.

Yours sincerely

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

E3.2a

Land Registry

Title number:

Administrative Area: Leeds

This Deed is dated the 29 day of June 2016

PARTIES

- (1) **Pinnacle Student Buyers (Leeds) Limited** incorporated and registered in England and Wales with company number 08924849 whose registered office is at Victoria House, 96-98 Victoria Road, New Brighton CH45 2JF (**Company**);
- (2) **Pinnacle Student Developments (Leeds) Limited** incorporated and registered in England and Wales with company number 08513651 whose registered office is at 7 Millbank House, Bollin Walk, Wilmslow, Cheshire SK9 1BJ (**Developer**);

BACKGROUND

- (A) The Developer is entitled to the immediate reversion of the Leases.
- (B) The Company has a legal charge over the Reversion to secure the Developer's obligations to the Company and the Buyers.

AGREED TERMS

1. INTERPRETATION

1.1 The definitions in this clause apply in this deed.

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

Units: the individual units comprising the Building.

Bank: NatWest PLC and its successors and assigns or such other bank or building society in England or Wales as the Company may from time to time nominate.

Building: the leasehold property known as Asquith House and Austin Hall, Servia Road Leeds LS7 1NJ registered at Land Registry with absolute title under Title Number WYK46417

Buyers: the individual buyers of the student units in the Building from the Developer and their successors in title.

Contracts: the contracts for sale of the units made between the Developer (1) and the Buyers (2)

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.

Financial Collateral Regulations: means the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226).

SECURED DEPOSIT DEED

HM Land Registry

Title number: WYK463417

Administrative Area: West Yorkshire Leeds

This Deed is dated the day of 2014

PARTIES

- {1} Pinnacle Student Buyers (Leeds) Limited (Company Registration Number 08924849) whose registered office is at 96/98 Victoria Road New Brighton Merseyside CH45 2JF(**Company**);
- {2} Pinnacle Student Developments (Leeds) Limited (Company Number 08513651) whose Registered Office is at 7 Millbank House Bollin Walk Wilmslow Cheshire SK9 1BJ (**Developer**);

BACKGROUND

- (A) The Developer is entitled to the immediate reversion of the Leases.
- (B) The Company has a legal charge over the Reversion to secure the Developer's obligations to the Company and the Buyers

AGREED TERMS

1. INTERPRETATION

1.1 The definitions in this clause apply in this deed.

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

Apartments: the individual apartments comprising the Building.

Bank: NatWest PLC and its successors and assigns or such other bank or building society in England or Wales as the Company may from time to time nominate.

Building : the Freehold property to be known as Austin Hall Servia Road Leeds LS7 1NJ registered at HM Land Registry with title absolute under title number WYK463417

Buyers: the individual buyers of the apartments in the Building from the Developer and their successors in title.

Contracts: the contracts for sale of the Apartments made between the Developer (1) and the Buyers (2)

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 day of .