

BETWEEN:

PERSEUS VENTURES LTD
(Claimant / "C")

DAVID FOSKETT & RICHARD ALFORD

Joint L.P.A Receivers (First Defendants / "D1")

EMMA JANE ATKINSON & JOHN PATRICK DUFFY

Solicitors for D1 and D3 (Second Defendants / "D2")

BARCLAYS BANK (UK) LTD

Third Defendant / "D3")

APP-BUNDLE-30-11-2023

CLAIMANT'S INTERIM APPLICATION BUNDLE DATED 30 NOVEMBER 2023

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Application notice

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| | |
|--|---|
| Name of court High Court - King's Bench Div. | Claim no. |
| Fee account no. (if applicable) | Help with Fees – Ref. no. (if applicable) |
| | H W F - [] [] - [] [] |
| Warrant no. (if applicable) | |
| Claimant's name (including ref.) Perseus Ventures Ltd | |
| Defendant's name (including ref.) David Foskett & Richard Alford - LPA Receivers ("D1") Emma Atkinson & John Duffy ("D2") - Continued below | |
| Date | 30 November 2023 |

1. What is your name or, if you are a legal representative, the name of your firm?

Martin Richard Walsh director of the Claimant

2. Are you a Claimant Defendant Legal Representative Other (please specify) Litigant in person for the Claimant

KB 2023-004679

Sub Event ID: 1

If you are a legal representative whom do you represent?

3. What order are you asking the court to make and why?

For a declaration on the point at issue that D1, as Joint LPA Receivers appointed by D3 were under a fiduciary duty to have collected in rent and all income associated with the Property receivership, and to order specific disclosure of the leases that are, or have been in possession of the Defendants.

4. Have you attached a draft of the order you are applying for? Yes No
5. How do you want to have this application dealt with? at a hearing without a hearing at a remote hearing
6. How long do you think the hearing will last? 2 Hours [] Minutes
- Is this time estimate agreed by all parties? Yes No

7. Give details of any fixed trial date or period

07/12/2023 - 22/02/2024

8. What level of Judge does your hearing need?

High Court Judge

9. Who should be served with this application?

D2 - Solicitors for the Defendants

- 9a. Please give the service address, (other than details of the claimant or defendant) of any party named in question 9.

10. What information will you be relying on, in support of your application?

- the attached witness statement
- the statement of case
- the evidence set out in the box below

If necessary, please continue on a separate sheet.

1. The third defendant is Barclays Bank (UK) Ltd who appointed D1 and D2 to act for them in this matter causing over 5-years loss of rental income exceeding £300,000 plus interest, damages and costs.
2. The Claimant ("C"), relies on 1 document containing its evidence, which is the tabulated and paginated bundle of 297-pages entitled: CLAIM-BUNDLE-PERSEUS.
3. It is a fact that White Mid Sloan, acting by an undischarged bankrupt, Suzan Caryl Cohen, AKA Susan Carol Veale and Susan Veale (amongst other aliases) forged a lease dated 6 September 2010, and that C obtained possession of the Property in the Clerkenwell and Shoreditch County Court in July 2023.
4. C's Property, in the hands of D1 and D2, has, since April 2018, been unlawfully occupied off the back of the forged lease, a lease said to be between C and White Mid Sloan Ltd ("WMS"), forged by Cohen.
5. EX-PERSEUS-3 ("P3"): Tab-3 (pages 109 - 119 of 297) contain C's letter dated 31 January 2022 requesting disclosure by D1 and D2 of the leases. The letter sets out the serious nature of the case and the full background.
6. P3, page 110, paragraphs 10 - 11 refers to criminal damage and unauthorised works which resulted in breach of the lease and breach of planning regulations by substantially altering the interior of the Grade II Listed Property without the C's consent, converting it into a HMO, without a license.
7. Whilst being aware of these illegal works and the criminal damage, causing defect to the Property rendering it not good and marketable, C alleges that the Joint LPA Receivers, D1, acting with D2 and under instruction of D3, failed in their duty to manage the Property.
8. At tab EX-PERSEUS-4 (page 148 of 297) C exhibits a letter from Mr Foskett of D1 dated 9 May 2018 to Mr Walsh of C. The letter expressly states that:

"We have written to Live Work Study London to inform them that the rent is due to us, and that any rent payable to White Mid Sloan will be lost, as it is still due to us"
9. Evidentially therefore, on 9 May 2018 D1 and D2 knew it was the LPA Receiver's fiduciary duty to have collected in the rental income associated with the Property. C alleges that D1 fraudulently failed to do so, assisted by D2 and then D3 by aiding and abetting fraud allowing D1 to maintain their position as LPA Receivers, seeking to charge around £250,000 in fees, secured by D3 against C's Property, for failing to receive assets associated with the Property that were always within their easy reach and powers.
10. Despite multiple requests since January 2022 in letters adduced in C's bundle, the Defendants have failed to disclose the leases over C Property which are, or have been in their possession. It is essential to C's case in preparation for trial that it establishes the exact amount of rent it was defrauded of which was payable by the parties under those leases. C therefore applies in the interim for an order for disclosure on the terms in its draft order attached with its application.
11. C applies in the interim (prior to trial), for a declaration by answer to a question on the point at issue, which is:

Were the Joint LPA Receivers under a fiduciary duty to have received and realised all assets (including rental income) derived from the Property under the receivership?

-- See: Continuation Sheet appended at pages 6 of 317 of this application.

11. Do you believe you, or a witness who will give evidence on your behalf, are vulnerable in any way which the court needs to consider?

Yes. Please explain in what way you or the witness are vulnerable and what steps, support or adjustments you wish the court and the judge to consider.

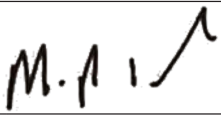
No

Statement of Truth

I understand that proceedings for contempt of court may be brought against a person who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

- I **believe** that the facts stated in section 10 (and any continuation sheets) are true.
- The applicant believes** that the facts stated in section 10 (and any continuation sheets) are true. I **am authorised** by the applicant to sign this statement.

Signature



- Applicant
- Litigation friend (where applicant is a child or a Protected Party)
- Applicant's legal representative (as defined by CPR 2.3(1))

Date

Day Month Year

Full name

Martin Richard Walsh

Name of applicant's legal representative's firm

If signing on behalf of firm or company give position or office held

Director

Applicant's address to which documents should be sent.

Building and street

- The Claimant accepts service by email only -

Second line of address

94 Rope Street

Town or city

Rotherhithe

County (optional)

London

Postcode

S | E | 1 | 6 | 7 | T | F

If applicable

Phone number

Fax phone number

DX number

Your Ref.

Rope Street

Email

walsh@sepulveda-asset.net

**IN THE HIGH COURT OF JUSTICE
KING'S BENCH DIVISION**

BETWEEN:

PERSEUS VENTURES LTD
(Claimant / “C”)

DAVID FOSKETT & RICHARD ALFORD
Joint L.P.A Receivers
(First Defendants / “D1”)

EMMA JANE ATKINSON & JOHN PATRICK DUFFY
Solicitors for the First and Third Defendants
(Second Defendants / “D2”)

BARCLAYS BANK UK LTD
(Third Defendants / “D3”)

CONTINUATION SHEET OF THE APPLICATION

**Continuation from page 2 of the Claimant’s application dated 30th
November 2023 paragraph 10.11:**

C is therefore alleging negligent and or fraudulent breach of fiduciary duty by the Defendants aggravated by the sums involved, the passage of time, and the breach of fiduciary duty to manage the Property leaving the Property unfit to market. C is applying for a remote only hearing of its application as C is non-UK resident, will not use UK lawyers, and cannot attend in any other way.

10.12. C refers to tab EX-PERSEUS-9 of its evidence. Pages 252 – 254 of 297 is the letter from D2 to C of 29 September 2023.

10.13. From page 252, Mr Duffy of D2 stated this in his letter:

“The Receivers were previously aware that Live Work Study London Limited (LWSL) occupied the Property pursuant to a purported company let agreement dated 29 April 2017. We understand that the purported company let agreement was for a term of three years, commencing from 29 April 2017”.

10.14. On 9 May 2018 Mr Foskett of D1's actual state of mind as to knowledge of circumstance was that he said;

"the rent is due to us, and that any rent payable to White Mid Sloan will be lost, as it is still due to us"

10.14. In Mr Duffy of D2's letter dated 29 September 2023 he contradicted his own client's admission that he was to have collected the rents. In that letter at page 252 Mr Duffy stated this:

"To avoid any questions of a periodic tenancy or other tenancy arrangement being established or implied, the Receivers have not collected rents from WMSL or any other occupiers during their appointment as fixed charge receivers over the Property"

10.15. The statement by Mr Duffy is false, D1s did collect in rent and his client stated that the rent is due to them in May 2018 but none of the rent was realised.

10.16. Mr Foskett of D1 is recorded orally admitting that he did collect in 2 – 3 months of rent. C refers to the transcript of a call on 18 September 2023 between C and his agent, and Mr Foskett at EX-PERSEUS-9 tab 3 pages 255 – 268 of 297. Citing from that transcript, page 262 of 297, on 18 September 2023 Mr Foskett said this:

"So, so first of all, first of all, I managed to get rent being paid to me, rather than White Mid Sloan, I then managed to get them out. Right? So then we had the property vacant, whilst we were selling to owner occupiers. Then, we had the issue with... First, then we had the issue once with bloody Land Registry because Suzanne Veale put Caution on the title. Then, we were about to sell it on the other one when we had license to assign issues with the landlord regarding marking, converting it from a property to an HMO. Then, we had the issues with the license to assign. So, the charity then wanted to go and get a further survey carried out but they couldn't because Suzanne Veale had broken in".

10.17. At page 263 of C's evidence, on 18 September 2023 later during the same call Mr Foskett said this:

"I, I received, I received very, very early on I received two or three months and that was it. And then the person stopped paying the rent because they wanted to buy the property"

10.18. C alleges that D2 acted dishonestly in breach of duty to act in the interests of justice by acting in a way as to conceal the fact his client failed to collect in over £290,000 in rent, yet sought to make a gain of £250,000 for failing to receive. Those are matters reserved for trial, not in this interim application.

10.17. C refers to page 238, containing the index / schedule of EX-PERSEUS 9, tabs 1 – 6. The Defendants failed to provide any reasonable response to any of C's submissions therein during the Pre-Action Professional Negligence Process. C followed process, delivering comprehensive and clear material, Ds failed to engage or address the points at issue.

Application under CPR 20.2(1)(b) for a declaration:

10.18. C applies for an order under CPR 20.2(1)(b) for a declaration that D1 as LPA Receivers were under a fiduciary duty to both C and the Bank to have:

- A. Received all the rent associated with the Property and distributed that rent to the Bank to clear the liability:
- B. To have managed the Property by taking action to remediate damage and to mitigate loss to enable a prompt disposal of the Property asset and realization by sale.

Application under CPR Part 31.12 for interim specific disclosure:

10.19. Pursuant to CPR Part 31.12 C applies for an order for disclosure of each and all the leases associated with the Property as requested in C's previous disclosure list, and within 14-days of service of the order.

10.19. C invites the Court to make the order on the terms sought, and for the reasons given by it in the draft order appended with its application.

Witness statement on behalf of: Claimant
Statement of: Martin Richard Walsh
Number: 1
Exhibit: 1:
Dated: 30/11/2023

**IN THE HIGH COURT OF JUSTICE
KING'S BENCH DIVISION**

CLAIM:

BETWEEN:

PERSEUS VENTURES LTD
(Claimant / "C")

DAVID FOSKETT & RICHARD ALFORD

Joint L.P.A Receivers (First Defendants / "D1")

EMMA JANE ATKINSON & JOHN PATRICK DUFFY

Solicitors for D1 and D3 (Second Defendants / "D2")

BARCLAYS BANK (UK) LTD

Third Defendant / "D3")

I Martin Richard Walsh, a director of Perseus Ventures Ltd, the owner of 94 Rope Street, Rotherhithe, London, SE16 7TF ("Property"), will say as follows:

- A. Under penalty of perjury, I hereby declare that the facts and information relied upon herein is true and accurate to the best of their knowledge and belief.
- B. Save where expressly stated, the facts and matters stated in this statement are within my own knowledge.
- C. I refer to my tabulated and paginated PDF bundle titled: CLAIM-BUNDLE-PERSEUS of 297-pages.

- 1 I make this statement, which is my first, in support of the Claimant's ("C") application dated 30th November 2023.
- 2 The reader should digest the contents of C's application of 8-pages and the draft order it seeks.
- 3 I rely exclusively on the evidence and submissions contained in my 297-page bundle. Page 1 contains the schedule of the bundle, which, if viewing electronically, hyperlinks to the pages within it.
- 4 The reader should spend an hour reading the bundle, which is set out in chronological order.
- 5 I believe I narrowed down the point at issue sufficiently in C's application whereas it is identified that on 9 May 2018 4r Foskett of D1 admitted in his letter to me that he was obligated to collect the rent.
- 6 The fundamentally obvious issue at the heart of all this is that on 6 September 2010 when I allege that Suzan Carol Cohen forged the lease, Cohen was an undischarged bankrupt and had no lawful position from which to have acted for White Mid Sloan Ltd ("WMS").
- 7 I do not intend to repeat the litigation I have already completed save for consolidating. I refer to EX-PERSEUS-3, tab 1. Pages 3 and 4 contain the schedule for the exhibits which hyperlinks to the respective pages.
- 8 The forged lease is at tab 2, pages 6 – 13 of 297. At page 297 the lease is signed by Cohen in her usual signature. Cohen was an undischarged bankrupt on 6 September 2010 when she forged the lease. Critically therefore, even if the lease was not forged, Cohen had no jurisdiction to have signed it.
- 9 It is a matter of public record that Cohen was an undischarged bankrupt up until November 2018. The case was adequately presented to the Defendants during the pre-action process, so to consolidate substantially, I simply refer to the material provided to them.

- 10 EX-PERSEUS-7 at page 152 contains the Companies House evidence for WMS set out in chronological order.
- 11 It is evident from the Companies House record that ‘Susan Veale’ resigned as a director on 14 March 2009. The names ‘Susan Veale’, ‘Sarah Bleach’ and ‘Suzan Walsh’ are all Cohen, the undischarged bankrupt.
- 12 The evidence which is a matter of public record, that all the Defendants had full access to, just as my agent did during their investigation for C, proved that the only parties who could have lawfully signed the lease for WMS on 6 September 2010 was in fact either myself, or Mr Needleman.
- 13 Both Mr Needleman and I have testified in the successful County Court proceedings that we never previously had sight or knowledge of the originating 2010 lease said to be between C and WMS. All the rest of the purported leases in relation to the Property originate from that forgery.
- 14 Page 3 of 297 contains the schedule of EX-PERSEUS-1. The tabs within index hyperlink to the respective pages. Page 4 contains the link and description of tab 9, which is the witness statement of Mr Needleman testifying that the lease is forged. Mr Needleman’s statement is at pages 30 – 33.
- 15 At pages 34 – 52 of 297 I exhibit a lease obtained during C’s private investigation where its investigator obtained a copy of that lease from a third party. The lease is for 1-year from 8 October 2011 in the sum of £4,550 per calendar month for the Property / £54,600 a year in rent.
- 16 Despite numerous requests, bizarrely, the Defendants have failed to disclose the leases, which they must have in their possession. D1s were required in proper exercise of their duties to gather in the rents and naturally the starting point in doing so would have been to obtain the leases from where the rental income is derived.
- 17 I refer the reader to page 114 of 297 contains an email from Mr Foskett to me of 17 December 2019 (time unclear), Mr Foskett refers to when violence was used to secure entry of my Property by trespassers.

18 For clarity in my statement, I wanted to quote from Mr Foskett's email, which I set out below:

"We informed the Police, they are aware but unable to do anything until a possession order has been obtained.

We wrote to the bank after getting legal opinion from our lawyers.

The bank have now got to decide what to do, but have a moratorium on all legal action until the new year.

Our agent has been down to the property to arrange a structural survey on behalf of the buyers and told the tenants they are in their illegally, but the tenants won't let him in.

This obviously is a headache for you and us. We are afraid that it looks like there will have to be a court case taken by the bank, which gives them far more chance of obtaining possession more quickly than by us as receivers.

Sorry to advise you of this as we were so close, but we will re visit next year and start proceedings".

19 By March 2022, two-years after D1 said they would start proceedings to obtain possession of residential freehold property, they did not do so.

20 C obtained possession of the Property by order of District Judge Orger at Clerkenwell & Shoreditch dated 26 July 2023 and has, until 29 September 2023, had vacant possession of the Property.

21 On 29 September 2023 D2 informed C that D1, acting by the Bank, D3, had broken into C's property in absence of having possession, trespassing on private residential property against C's consent.

22 I refer to EX-PERSEUS-8, at page 229 of 297. Tabs EX-1 – EX-4 contain the official Land Registry transfer records for C's Property. EX-3 at page 234 proves that on 21 November 2006 Susan Veale / Cohen ceased to have any personal interest in the Property.

23 WMS never had any interest in the Property.

24 The Defendants wasted years and failed whatsoever to have conducted even the most obvious due diligence which would surely have revealed the same result then had they done so, as C's agents did during their investigation.

25 Finally, I address the remaining part of my evidence at EX-PERSEUS-9, page 238 of 297, the index / schedule setting out contents of tabs 1 – 6.

26 Tab 2 (pages 252 – 254) contain the letter from Mr Duffy of D2 to C dated 29 September 2023 and from page 253 I quote:

“No steps have been taken by PVL and/or Martin Walsh to hand over the Property to the Receivers. The Receivers are now taking steps to secure possession of the Property as they are entitled to do under the powers given to them in the legal charge over the Property.

Should PVL and/or Martin Walsh seek to re-take possession of the Property, our clients will have no alternative than to consider injunctive relief”

27 It is C's position that the Defendants have fraudulently breached their duty causing years of loss and unreasonable delay, leaving criminal damage to the Property likely in reality to cost over £100,000 to remedy due to D1's failure to manage the Property.

28 C's application makes it clear that D1 knew of their duty to have collected in the rents. They ought to have had the leases in their possession, and therefore knew of the substantial rental income being paid to WMS which belongs to C.

29 The rental income from one-year alone would have disbursed the outstanding loan repayment liability to D3, with the remaining meeting the ongoing contractual commitment.

30 The appointment of D1 has served only to cause loss, delay and very substantial damage to C through serious breach of duty.

31 C intends to sue for aggravated damages and therefore requires interim disclosure of the leases to establish the accurate quantum, and a declaration on the main point at issue in respect of the duty of the LPA Receiver to collect in rent and all other assets associated with the property receivership.

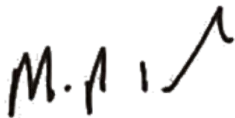
32 I refer the reader to tab 4 of EX-PERSEUS-9 at page 269 – 280 which is C's agent's issues skeleton dated 21 August 2023 which the Defendants failed to address.

33 In lieu of the serious nature of this case and the obvious failures in duty I have highlighted, I pray that this honourable Court will award the interim relief sought.

Statement of truth:

I declare that the facts and information relied on herein are true and accurate to the best of my knowledge and belief:

BY:

A handwritten signature in black ink, appearing to read 'M. R. Walsh', with a stylized flourish at the end.

Martin Richard Walsh

30 November 2023

**In the matter of the Claimant, Perseus Ventures Ltd and its Property at 94
Rope Street, Rotherhithe, SE16 7TF, and;**

**Pursuant to section 9 of the Criminal Justice Act 1967, the Pre-Action Protocol
for Professional Negligence in the matter of David Keith Foskett, LPA
Receiver, Emma Jane Atkinson, John Patrick Duffy (Solicitor for Mr Foskett)
and Barclays Bank (UK) Ltd**

**CLAIM-BUNDLE-PERSEUS
Claimant's Bundle dated 23 November 2023**

Claimant's bundle of evidence, submissions and correspondence with the Defendants. The schedule below hyperlinks to the respective page within this bundle for electronic navigation. Open bookmarks to view the tabulations.

A copy was served on the solicitors for the Defendants by email on 23/11/2023.

| TITLE | DESCRIPTION | PAGES |
|---------------------|--|--------------|
| EX-PERSEUS-3 | Exhibits Perseus 1 – 3 in relation to C's successful claim for possession of the Property. | 2 - 145 |
| EX-PERSEUS-4 | 1-page email chain of evidence dated 11/07/2018. | 146 |
| EX-PERSEUS-5 | Exhibit containing D's letter to C dated 09/05/2018. | 147 – 148 |
| EX-PERSEUS-6 | Exhibit containing Cohen's signature samples. | 149 – 151 |
| EX-PERSEUS-7 | Exhibit of 77 pages containing WMS Companies House evidence in chronological order. | 152 - 228 |
| EX-PERSEUS-8 | Exhibit of 9 pages containing evidence from Land Registry in relation to the Property transfers. | 229 - 237 |
| EX-PERSEUS-9 | Schedule of 60 pages of letters between C and Ds | 238 – 298 |

Note: Page numbers of this bundle at the bottom left of each page whilst centered numbering is that of the section of the bundle (Perseus 3 - 9).

Pursuant to section 9 of the Criminal Justice Act 1967, the Pre-Action Protocol for Professional Negligence in the matter of David Keith Foskett, LPA Receiver, Emma Jane Atkinson (Solicitor for Mr Foskett) and Perseus Ventures Ltd with its Property at 94 Rope Street, London, SE16 7TF.

EX-PERSEUS-3

* Hyperlink to page within this exhibit

| TAB & DESCRIPTION: | PAGE: |
|---|------------------|
| * 1_____PERSEUS-1 The possession claim exhibit of 106-pages with its hyperlinked table of contents at pages 2 – 107 of this exhibit. | 2 - 107 |
| * 2_____EMAIL-AFFIDAVIT-23-09-2010 A 1-page email from Cohen to Martin Walsh dated 23/09/2010 containing Cohen’s affidavit dated 22/09/2010 whereas at p4 Cohen declared no interest in the Property. | 108 |
| * 3_____Letter_31_01_2022 C’s 4-page letter and 6-page exhibit of email correspondence Between D1s and D2 dated 31/01/2023 | 109 - 119 |
| * 4_____Letter_16_08_2023 D1s and D2’s response to C’s letter of 31/01/2023 dated 16/08/2023 | 120 - 122 |
| * 5_____EX-Emailchain_29_04_2022 Email chain of 22 pages between D1s and D2s in respect of sale of the Property to the current Tenants known to D1. | 123 - 144 |

PERSEUS-1

INDEX OF EXHIBIT

| <u>Tab No:</u> | <u>Pages:</u> | <u>Description:</u> |
|-----------------------|----------------------|--|
| 1 | 3 – 5 | Title Register (TGL37412) extract for 94 Rope Street dated 04/03/2022 at 07.35AM. |
| 2 | 6 – 11 | Forged lease between White Mid Sloan Ltd and Perseus dated 06/09/2010. |
| 3 | 12 - 16 | Witness statement of Martin Richard Walsh dated 27/11/2015 in the proceeding brought by Nigel Fox, D1's Trustee in Bankruptcy. |
| 4 | 17 | Letter from Needleman Trion Solicitors (then acting for D1) to Britannia Building Society confirming transfer in the sum of £168,308.73 from the £200,000 consideration paid by Perseus to D1 in acquisition of 50% of her interest in 94 Rope Street. |
| 5 | 18 - 21 | Cover letter and completed Tomlin Order dated 18/10/2017 affirming that Nigel Fox aborted the proceedings alleging a transaction at under market value in respect of the Claimant's acquisition of D1's interest in 94 Rope Street. |
| 6 | 22 | 29/12/2011 London Gazette notice of appointment of a private trustee to replace the Official Receiver in D1's bankruptcy on 19/01/2012. |
| 7 | 23 | Published London Gazette notice dated 27/09/2016 in respect of a creditor's dividend allocation meeting on 17/10/2016 in respect of D1's bankruptcy. |
| 8 | 24 - 27 | Claimant's letter to Companies House dated 25/09/2021 to prevent dissolution compulsory strike off action against White Mid Sloan Ltd. |

| | | |
|-----------|----------|--|
| 9 | 28 – 31 | Witness Statement of Andrew Needleman dated 30/11/2021 testifying that the lease at tab-2 is forged and that he did not witness its signature. |
| 10 | 32 – 50 | A false instrument lease dated 08/10/2011 between White Mid Sloan Ltd and Tenants unknown to the Claimant named: Christopher Ellis, Oliver Ardley, Ian Childs, Patrick Knight, Jonathan Cross, Miceal Canavan, Daniel Howell and Michael Faulkner and in the sum of £4,550 per calendar month. |
| 11 | 51 - 58 | Claimant's letter before action dated 27/04/2022 served on the Occupiers of 94 Rope Street providing notice of these possession proceedings. |
| 12 | 59 – 66 | Email chain between the Claimant's appointed representatives, Mr Rise and Ms Cohen in relation to the letter before action and occupation of 94 Rope Street. |
| 13 | 67 – 106 | Companies House public record showing activity for White Mid Sloan Ltd and the number of aliases used by Ms Cohen acting as director whilst bankrupt. |

Title Number : TGL37412

This title is dealt with by HM Land Registry, Telford Office.

The following extract contains information taken from the register of the above title number. A full copy of the register accompanies this document and you should read that in order to be sure that these brief details are complete.

Neither this extract nor the full copy is an 'Official Copy' of the register. An official copy of the register is admissible in evidence in a court to the same extent as the original. A person is entitled to be indemnified by the registrar if he or she suffers loss by reason of a mistake in an official copy.

This extract shows information current on 4 MAR 2022 at 07:35:18 and so does not take account of any application made after that time even if pending in HM Land Registry when this extract was issued.

REGISTER EXTRACT

| | |
|---------------------|--|
| Title Number | : TGL37412 |
| Address of Property | : 94 Rope Street, London (SE16 7TF) |
| Price Stated | : Not Available |
| Registered Owner(s) | : PERSEUS VENTURES LIMITED (incorporated in British Virgin Islands) of 94 Rope Street, Swedish Quays, London SE16 7TF and of Pasea Estate, Road Town, Tortola, British Virgin Islands. |
| Lender(s) | : Barclays Bank UK PLC |

Title number TGL37412

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 4 MAR 2022 at 07:35:18. This copy does not take account of any application made after that time even if still pending in HM Land Registry when this copy was issued.

This copy is not an 'Official Copy' of the register. An official copy of the register is admissible in evidence in a court to the same extent as the original. A person is entitled to be indemnified by the registrar if he or she suffers loss by reason of a mistake in an official copy. If you want to obtain an official copy, the HM Land Registry web site explains how to do this.

A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

SOUTHWARK

- 1 (16.03.1990) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being 94 Rope Street, London (SE16 7TF).

NOTE: Only the ground, first, second and third floors are included in the title.

- 2 (16.03.1990) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 23 January 1990
Term : 125 years from 25 March 1988
Rent : £200
Parties : (1) The London Docklands Development Corporation
(2) Bellwinch Homes Limited
(3) Swedish Quays Residents Society Limited
(4) Arif Ramadan
- 3 There are excepted from the effect of registration all estates, rights, interests, powers and remedies arising upon, or by reason of, any dealing made in breach of the prohibition or restriction against dealings therewith inter vivos contained in the Lease.
- 4 The landlord's title is registered.
- 5 Unless otherwise mentioned the title includes any legal easements granted by the registered lease(s) but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (05.11.2008) PROPRIETOR: PERSEUS VENTURES LIMITED (incorporated in British Virgin Islands) of 94 Rope Street, Swedish Quays, London SE16 7TF and of Pasea Estate, Road Town, Tortola, British Virgin Islands.
- 2 (18.11.2019) RESTRICTION: No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court.
- 3 (18.11.2019) RESTRICTION: No disposition of the registered estate, other than a disposition by the proprietor of any registered charge

Title number TGL37412

B: Proprietorship Register continued

registered before the entry of this restriction, is to be registered without a certificate signed by the applicant for registration or their conveyancer that written notice of the disposition was given to Suzan Veale at care of Bramsdon & Childs, 141 Elm Grove, Southsea, Hampshire, PO5 1HR.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 (20.07.2007) REGISTERED CHARGE dated 22 December 2006.
- 2 (06.04.2018) Proprietor: BARCLAYS BANK UK PLC (Co. Regn. No. 9740322) of 1 Churchill Place, London E14 5HP.
- 3 (21.11.2012) Equitable charge created by an interim charging order of the Lambeth County Court dated 31 October 2012 in favour of London Borough of Southwark (Court Reference 2LB02163).
NOTE: Copy filed.
- 4 (21.11.2018) UNILATERAL NOTICE in respect of a Lease dated 6 September 2010 made between (1) Perseus Ventured Limited and (2) White Mid Sloan Limited for a term expiring on 5 September 2020.
- 5 (21.11.2018) BENEFICIARY: White Mid Sloan Limited (Co. Regn. No. 05607552) of care of Bramsdon and Childs, 141 Elm Grove, Portsmouth PO5 1HR.

End of register

TENANCY AGREEMENT

Dated: 6th September 2010

This agreement is made between

PERSEUS VENTURES LIMITED

AND

WHITE MID SLOAN LIMITED

AND IS MADE IN RELATION TO PREMISES AT:

94 ROPE STREET, LONDON SE16 7TF

Commences: 6th September 2010

Expires: 5th September 2020

Rent: A Peppercorn

Definitions & Interpretation

"Landlord(s)" include anyone owning an interest, whether freehold or leasehold, entitling them to possession of the premises at the time of the termination or expiry of the Tenancy.

"Tenant" includes anyone entitled to the legal interest in the Premises granted by this Agreement. Where more than one person comprise the Tenant they will each be responsible for complying with the Tenant's obligations under this Agreement both individually and together. The Landlord may seek to enforce these obligations and claim damages against any one or more of those individuals.

"Premises" means the Building or any part thereof and includes all non-loadbearing walls within the Premises, the plaster or other finishes on all walls enclosing the Premises and the windows and window frames in the walls enclosing the Premises and the door and door frames in the walls enclosing the Premises and the ceiling and floor finishes (but not the beams or joists to which they are attached) and all additions and improvements thereto and all fixtures and fittings therein or thereupon but does not include the Structure of the Building.

"Building" means 94 Rope Street, London SE16 7TF

"Structure of the Building" means the roof, foundations, loadbearing walls (but not inside plaster and other finishes) and floor structures (including beams and joists) of the Building and any balcony projecting from the Building.

"Common Parts" means entrance, hall, staircases, landings, passages and lift front area and vaults (if any) in the Building.

"Fixtures and Fittings" include references to any of the fixtures, fittings, furnishings, or effects owned by the Landlord, floor, ceiling or wall coverings.

"Term" or "Tenancy" (set out in paragraph 1 of this Agreement) includes any extension or continuation of the contractual Tenancy or any statutory periodic Tenancy arising after the expiry of the original Term.

"Notice Period" is the amount of notice that the Landlord must give the Tenant and vice versa.

"Stamp Duty Land Tax" is the duty payable to the Stamp Office on the signing of this Agreement, if applicable.

"Emergency" means where there is a risk to life or damage to the fabric of the Building or Fixtures and Fittings.

"Water charges" include references to water sewerage and environmental service charges.

"Superior Landlord" means the person for the time being who owns the interest which gives him the right to possession at the end of the Landlord's lease of the Premises.

"Head Lease" sets out the promises your Landlord has made to his Superior Landlord. The promises contained in this Head Lease will bind the Tenant if he has prior knowledge of them.

"the Policy" means any insurance policy held by the Landlord for the Premises and/or the Fixtures and Fittings.

"Value Added Tax" means Value Added Tax as provided for in the Value Added Tax 1994 and legislation (delegated or otherwise) supplemental thereto and any similar tax replacing or introduced in addition to the same and references to the Value Added Tax 1994 shall include any directives and regulations adopted by the Council of the European Communities which relate to Value Added Tax.

References to the singular include the plural and references to the masculine include the feminine.

The Tenant and Landlord agree that the laws of England and Wales shall apply to this Agreement.

Part II: The Parties to this Agreement & the Premises

THIS AGREEMENT IS MADE BETWEEN

A. Perseus Ventures Limited
(GRN:417774) a company incorporated under the laws of the British Virgin Islands whose registered office is Pasea Estate, Town Road, Tortola, British Virgin Islands

("the Landlord") AND

B. White Mid Sloan Limited
(CRN:05607552) whose registered office is Meridien House, 42 Upper Berkeley Street, London, W1H 5QJ

("the Tenant")

AND IS MADE IN RELATION TO PREMISES AT:

94 Rope Street, London SE16 7TF

("the Premises")

The Main Terms of the Tenancy

1. **Term of Tenancy.**
The Landlord lets to the Tenant the Premises for a period of ten years. The Tenancy shall start on and include the 6th September 2010 and shall end on and include the 5th September 2020.
2. **The Rent.**
The Tenant shall pay to the Landlord or the Agent £10 per annum, ("the Rent") payable in advance.
3. **Fixtures and Fittings**
The Tenancy shall include the Fixtures and Fittings in the Premises including all matters specified in the Inventory and Schedule of Condition.

Obligations of the Tenant

General

- 4.1. Any obligation upon the Tenant under this Agreement to do or not to do anything shall also require the Tenant not to permit or allow anyone else to do or not to do that thing.
- 4.2. To be responsible and liable for all the obligations under this Agreement individually or together if applicable, as explained in the Definition of the Tenant.
- Further Charges to be paid by the Tenant**
- 5.1. To pay the Council Tax (or any similar charge which replaces it) in respect of the Premises directly to the Council.
- 5.2. To pay all charges falling due for the following services used during the Tenancy and to pay such proportion of any standing charge for those services as reflects the period of time that this Agreement was in force:
 - gas
 - water (including sewerage and other environmental services)
 - electricity
 - any other fuel charges
 - telecommunications
- 5.3. To pay the television licence regardless of the ownership of the television set.
- 5.4. To pay to the Landlord the cost of any repairs of any mechanical and electrical appliances belonging to the Landlord resulting from misuse or negligence by the Tenant, his family, or his visitors.

The Condition of the Premises: Repair, Maintenance and Cleaning

- 6.1. To take reasonable steps to keep the interior of the Premises and the Fixtures and Fittings in the same decorative order and condition throughout the Term as at the start of the Tenancy, as noted in the Inventory and Schedule of Condition. The Tenant is not responsible for the following:
 - fair wear and tear;
 - any damage caused by fire unless that damage was caused by something done or not done by the Tenant or any other person permitted by the Tenant to reside, sleep in, or visit the Premises;
 - damage covered by the Landlord's insurance policy.
- 6.2. To inform the Landlord, or the Agent, as soon as reasonably practicable of any repairs required or other matters falling within the Landlord's obligations to repair the Premises as set out in this Agreement
- 6.3. To keep the Premises and Fixtures and Fittings in a reasonably clean and tidy condition.

Page 4 of 6

- 6.4. To clean the inside of the windows regularly and at the end of the Tenancy provided they were cleaned at the start of the Tenancy as shown in the Inventory and Schedule of Condition.
- 6.5. To keep all smoke alarms in good working order provided they were working at the start of the Tenancy, by replacing batteries where necessary.
- 6.6. To replace promptly all broken glass, external or internal, with the same quality glass where the breakage was due to the negligence of the Tenant, his family, or his visitors.
- 6.7. To take all reasonable precautions to prevent damage occurring to any pipes or other installation in the Premises that may be caused by frost, provided the pipes and other installations were adequately insulated at the start of the Tenancy.
- 6.8. To replace all electric light bulbs, fluorescent tubes and fuses, as necessary.
- 6.9. To carry out any work or repairs that the Tenant is required to carry out under this Part of the Agreement within a reasonable time of being notified, provided the Landlord or the Agent has given the Tenant written notice of those repairs; or to authorise the Landlord or the Agent to have the work carried out at the Tenant's expense..

Insurance

- 7.1. Not to do anything whereby any insurance of the Premises or the Building may be rendered void or voidable or whereby the premium for such insurance may be liable to be increased..
- 7.2. To inform the Landlord or his Agent of any loss or damage to the Premises or Fixtures and Fittings, within a reasonable time of the damage coming to the attention of the Tenant.
- 7.3. To provide the Landlord or his Agent with details of any loss or damage, within a reasonable time of that loss or damage having come to the attention of the Tenant .

Use of the Premises

- 8.1. Not to use the Premises for any illegal or immoral act.
- 8.2. Not to use the Premises or allow others to use the Premises in a way which causes a nuisance annoyance or damage to any neighbouring, adjoining or adjacent property or the owners or occupiers of them. This includes any nuisance caused by noise.
- 8.3. Not to sing or play any music however produced or permit radio or television reception in the Premises at any time so as to be audible outside the Premises.
- 8.4. Not to place any musical or electronic instrument or radio or television receiver or sewing or other machine against any wall of the Premises which is not insulated so as to deaden the sound.
- 8.5. To ensure that no carpet, clothing or other article shall be placed upon the outside of the Premises or inside the Premises so as to be visible from the outside of the Building for the purpose of cleaning, drying or airing the same.
- 8.6. Not to keep any dangerous or inflammable goods, materials or substances in or on the Premises, apart from those required for general household use, and not light any real fires in the fireplace(s).
- 8.7. Not to subject the floors of the Building to overloading.
- 8.8. Not to waste water.
- 8.9. To notify the Landlords forthwith if any person on the Premises is suffering from any infectious disease which is notifiable under section 343 (1) of the Public Health Act 1936.
- 8.10. It is the Tenant's responsibility to ensure that any personal belongings are of an appropriate size to access the Premises.
- 8.11. To ensure the Premises are kept in a manner that does not encourage vermin. The Landlord is not responsible for pest control within the Premises and any such vermin must be eradicated forthwith by the Tenant from the Premises at the Tenant's cost.

Utilities

- 9.1. To apply for the accounts for the provision of those services to be put into the name(s) of the Tenant or authorised occupier.
- 9.2. Not to tamper, interfere with, alter, or add to, the installations or meters relating to the supply of such services to the Premises.
- 9.3. To arrange for the reading of the gas, electricity and water meter, if applicable, at the end of the Tenancy and the departure of the Tenant from the Premises.

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- 9.4. To pay all outstanding accounts with the utility service providers at the end of the Tenancy.
- 9.5. To permit the Landlord or the Agent at the termination or sooner ending of the Tenancy to give the forwarding address of the Tenant or authorised occupier to the suppliers of the service providers set out in clause 9.1 and to the local authority.

Locks and Alarms

- 10.1. To fasten all locks and bolts on the doors and windows when the Premises are empty and at night.
- 10.2. To keep the entrance doors of the Premises shut except when entering or leaving the same and to close the entrance door of the Building after every entry thereto or exit therefrom.

House Plants

- 11.1. To avoid any doubt the Tenant will not be under any obligation to pay for or to replace any house plant that has been left in the Premises, if the houseplant dies.

Car Parking Space

- 12.1. To park private vehicle(s) only at the Premises.

Refuse

- 13.1. To remove all rubbish from the Premises, during and at the end of the Tenancy.
- 13.2. To place all refuse in a plastic bin liner and put it in the dustbin or receptacle made available.
- 13.3. To dispose of all refuse through the services provided by the Local Authority.

Head Lease

- 14.1. To comply with the obligations of the Head Lease (if any).

Further Conditions to be Complied by the Landlord

- 15.1. To allow the Tenant to enjoy the Premises during the Tenancy without any unlawful interruption by the Landlord or any person rightfully claiming under, through or in trust for the Landlord.
- 15.2. To comply with the obligations to repair the Premises as set out in section 11 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988). These sections impose on the Landlord obligations to repair the structure of the Premises and exterior (including drains, gutters and pipes); certain installations for the supply of water, electricity and gas; sanitary appliances including basins, sinks, baths and sanitary conveniences; and for space heating and water heating; but not other fixtures, fittings, and appliances for making use of the supply of water and electricity.
- 15.3. To repay to the Tenant any reasonable costs incurred by the Tenant to remedy the failure of the Landlord to comply with his statutory obligations as stated above.
- 15.4. To insure the buildings and Landlords Fixtures & Fittings of the Premises under a general household policy with a reputable insurer.
- 15.5. To keep in repair and proper working order all mechanical and electrical items belonging to the Landlord and forming part of the Fixtures and Fittings.
- 15.6. To confirm that all the furniture and equipment within the Premises complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.
- 15.7. To confirm that all gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the safety check record is given to the Tenant at the start of the Tenancy.
- 15.8. To confirm that all electrical appliances comply with the Electrical Equipment (Safety) Regulations 1994, and the Plugs and Sockets, etc. (Safety) Regulations 1994.
- 15.9. To provide connection to a UHF television aerial within the building. The quality of signal cannot be guaranteed due to the local environmental conditions and other variables that are beyond the control of the Landlord. Any additional equipment required to enhance this signal is the responsibility of the Tenant.
- 15.10. The Landlord will provide the telephone socket and infrastructure, but it is the Tenant's responsibility to arrange the connection of such services from the utility supplier.
- 15.11. To comply with all the obligations imposed upon the Landlord by a Superior Landlord if the Premises are held under a Superior Lease.
- 15.12. To take all reasonable steps to ensure that the Superior Landlord complies with the obligations of the Superior Lease.

Notices

- 16.1. The Landlord has notified the Tenant that according to sections 47 and 48 of the Landlord and Tenant Act 1987 the address at which notices (including notices in proceedings) or other written requests may be sent or served on the Landlord is: Perseus Ventures Limited (CRN:417774) a company incorporated under the laws of the British Virgin Islands whose registered office is Pasea Estate, Town Road, Tortola, British Virgin Islands ..
- 16.2. The provisions as to the service of notices in section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 apply, in that if the Landlord or the Agent deliver any Notices or documents which are necessary under the Agreement, or any Act of Parliament to the Premises or the last known address of the Tenant if different; and reasonable evidence is kept of the delivery; and any documents or Notices are delivered by hand or sent by registered, or recorded delivery post, or by ordinary first class post addressed to the Tenant at the Premises the Tenant will be considered to have received them.
- 16.3. The provisions of section 196 of the Law of Property Act 1925, as amended by the Recorded Delivery Service Act 1962 apply, in that if the Tenant or his agent deliver any Notices or documents which are necessary under the Agreement, or any Act of Parliament to the Landlord at the address specified in clause 16.1 or the last known address of the Landlord; and reasonable evidence is kept of the delivery; any documents or Notices delivered by hand or sent by registered, or recorded delivery post, or by ordinary first class post addressed to the Landlord at the address in clause 16.1 the Landlord will be considered to have received it.

Stamp Duty Land Tax

- 17.1. The Tenant will be responsible for assessing his liability, if any and at any time, for Stamp Duty Land Tax (SDLT) and for submitting the appropriate forms and payment to the Inland Revenue.

Signatures to the Agreement

SIGNED

M. A. L.

Authorised Signatory

Signed as a deed for and on behalf of Perseus Ventures Ltd, (CRN:417774), a company incorporated under the laws of and in the British Virgin Islands, by being a person who, in accordance with the laws of that territory, is acting under the authority of Perseus Ventures Limited

SIGNED

[Handwritten Signature]

Signed by White Mid Sloan Ltd

WITNESS'S SIGNATURE, NAME AND ADDRESS

A. Needleman

Andrew Louis Howard Needleman
Partner
Needleman & Treon Solicitors
Meridian House
42 Upper Berkeley Street
London W1H 5QJ
DX 44403 Marble Arch

Martin Richard Walsh
First Respondent
1st Statement
Dated
Exhibits "MRW1"

IN THE HIGH COURT OF JUSTICE

No: 5571 of 2009

IN BANKRUPTCY

RE: SUZAN CARLY COHEN AKA SUZAN VEALE AKA MRS WALSH

BETWEEN

NIGEL IAN FOX

(As Trustee in Bankruptcy of Suzan Carly Cohen
Aka Suzan Veale aka Mrs Walsh)

Applicant

-and-

(1) MARTIN WALSH

(2) PERSEUS VENTURES LIMITED

(a company incorporate in the BVI)

Respondents

STATEMENT OF MARTIN RICHARD WALSH

I, MARTIN RICHARD WALSH (named in the proceedings as Martin Walsh) of Room 1801,
18/F Yue Xiu Building, 160-174 Lockhart Road Wan Chai Hong Kong

SAY AS FOLLOWS:-

1. I am the first named respondent in this action and I am also a shareholder in and a director of the second respondent and authorised by the second Respondent to make this statement on its behalf.

2. I have read the statement of the Applicant dated 9th April 2015 and references to paragraphs of his statement refer to that document.
3. I was Vice President of US Equity Sales at UBS Dillon Reed for a number of years and after working there I decided to move to Hong Kong in or about [Dec 93] and set up my own business. This involved having offices all over the world. One office was in London and as the staff in that office travelled extremely frequently. I got to know Suzan Veale who was either an employee or the owner of the travel company we used Circle Travel. Because of the amount of business we gave Miss Veale she became close to the employees of the office in London and was introduced to me on one of my business trips to the UK. We had an intimate relationship for a number of years commencing in [1998] but at no point were we married and Suzan changed her name to Walsh of her own volition..
4. At this time in or about [early 2002] I was in a legal dispute with one of my employees, Mr Paul Staines. I used a London law firm Needleman Treon. Suzan was helping me with this case and eventually became an employee of Needleman Treon and continued to work there after the case had finished.
5. The circumstances surrounding the purchase of 94 Rope Street by Suzan and the subsequent proceedings in respect of arrears of service charges were mostly unknown to me, although I was aware that she was in dispute. I understand that it is alleged that the property was transferred into joint names and subsequently into my name alone in order to allow Suzan to avoid the consequences of any proceedings but since it is my understanding that the buyer of a leasehold property assumes responsibility for past arrears of rent and service charge the transfer to me would not have avoided the liability; on the contrary I would have invited proceedings against me for any arrears.
6. I am unable to comment on paragraphs 11 and 12 of the Applicant's statement because they were matters of record of which I was personally unaware.
7. For some years before August 2005 Suzan and I had a close relationship while I was in the UK and I helped her in significant ways financially both to share the burden of living expenses including the mortgage but also to reflect our status together as "partners". It was agreed that to reflect that relationship I would have a half interest in 94 Rope Street. I suggest that this is a not infrequent transaction between partners and indicates a willingness to share assets.

8. It has been suggested that the transfer was effected in order to allow Suzan to avoid her creditors but I make the following points:-
- a) as I have said above since, by becoming a joint owner, I inherited a liability to arrears of rent and service charge, this was hardly the action of someone seeking to avoid financial responsibility and
 - b) The applicant calculates that the benefit passing to me for no consideration was £108,594.23. I have not taken my own advice upon the figures but if they are correct it follows that Suzan continued to enjoy a financial interest amounting to a similar sum which would seem to exceed very considerably her debts, so I reject any suggestion that there was anything untoward about this transaction that validly transferred to me a one half share in the property.
9. I strongly assert therefore that the 2005 transfer in no way affected the ability to discharge her debts at that time and indeed increased the security of Swedish Quays Residents Society Limited. Britannia Building Society continued to have a first charge on the whole of the property and there was more than sufficient equity in Suzan's share to satisfy the debt to American Express.
10. Between August 2005 and November 2006 our relationship terminated although we still remained on good terms. It was obviously inappropriate for us to continue to own 94 Rope Street on a joint basis and as I had the means to buy Suzan's share but she was unable to buy me out we agreed that I would buy her share for £200,000. The decision was made as a straightforward consequence of the breakdown in our relationship and to enable us to part on amicable terms. I had no reason to believe that Suzan was bankrupt or that she could not meet her debts and certainly the arrangement was not made to avoid those liabilities. I reiterate that the transfer could not avoid the debts due to Britannia and American Express who had charges secured on the property and any arrears of rent or service charge would continue to be my liability.
11. There is now produced and shown to me and marked MRW1 a bundle of emails and correspondence recording the events at that time. It is perhaps appropriate to state at this time that I was and remain an extremely busy businessman and this transaction was not at the top of my priorities. It will be seen however that on the 21st April 2006 Suzan (who may or may not have been employed by them at the time) instructed the partners to carry out the sale of the property to me and advising that it was a "cash sale".
13. I refer to the extract provided by Barclays Bank from their records that shows that on 22 December 2006 the sum of £200,000 was paid from my account to Needleman

Treon. The confirmation does not show the purpose of the transfer but as I do not believe that at that time they were acting for me on other matters it can only relate to this matter.

14. In paragraph 22 of his statement the Applicant values the property at that time at £430,000 "approximately" so that the amount that I paid to her for a property in which I was already a half owner represented one half of the gross value before repayment of the charge to Britannia. It would seem that the solicitors redeemed the Britannia mortgage within days of receipt of the funds from me. If the Applicant challenges that the £200,000 came from me then it behoves him to state from where the funds came to repay the sum due to Britannia.
15. To put matters a different way, if the property was worth £430,000 as asserted by the Applicant, there was an equity jointly owned between Suzan and me of £260,000 (or £130,000 each). In round terms therefore I paid to her solicitors approximately £85,000 representing my share of the mortgage and a further £115,000 representing her share of the equity. Given that we avoided a lengthy sales process with additional legal fees and agents fees and that the selling price was not certain this arrangement was acceptable to us both.
16. The balance available to Suzan from the £200,000 was still sufficient to pay all her outstanding debts.
17. I have been told that the transfer from Suzan to me did not show any consideration for the transfer and I am unable to provide an explanation. I left the conveyancing process to the solicitors. Unfortunately the firm of Needleman Treon were intervened by the Law Society in early 2011 as the Applicant confirms in paragraph 27 of his statement, and no records appear to be available.
18. If the applicant continues to allege that monies did not pass on the transfer in December 2006 then he must explain where the funds came from to discharge the mortgage in early January 2007, since Suzan herself acknowledges that she was without funds.
19. Subsequently in 2008 and for my own financial reasons that are not relevant to these proceedings it was decided to place the property into the name of the investment company Perseus Ventures Limited which I own. Perseus created a mortgage in favour of Barclays Bank Plc that is currently registered against the property.
20. I have worked in the highly regulated financial industry for 30 years. This case and its consequences have had and continue to have a devastating effect on my reputation, and indeed because Barclays rightly take the view that if the Applicant succeeds in

his application they could risk their security they have closed my line of credit which has also hit me financially..

21. Since this matter came to light I have tried to maintain a dialogue with the applicant and his solicitors to resolve this matter in a sensible and commercial way but he seems to have been determined to press his claim including the issue of these proceedings that I submit a realistic investigation would have showed were totally unjustified.
22. I therefore seek an early order that the Applicant has quite failed to make his case, that there is no evidence of breach of the insolvency rules and that his application be dismissed.

I believe the contents of this statement are true.

Signed *M A I* ✓

Dated *27 NOV 2015*



NEEDLEMAN TREON
SOLICITORS

Our Ref

Your Ref

Date

ST/KH/Rope

C0030/RedQ/016765727/
Full A/C

2 January, 2007

Britannia Building Society
Britannia House
Leek
Staffordshire
Moorlands
ST13 5RG

C

Dear Sirs

OUR CLIENT: MS SC COHEN
PROPERTY: 94 ROPE STREET, ROTHERHITHE, LONDON, SE16 1TF
ACCOUNT NUMBER: 016765727

We write in respect of the above property and confirm that we instructed our bankers to transfer the sum of £168,308.73 to your account to redeem our client's mortgage with you.

We herewith enclose Form DS1 and would be grateful if you could execute the document, and return it to us as soon as possible.

Alternatively if you intend to issue an END1, please provide us with confirmation that the END1 has been sent to HM Land Registry.

We would like to take this opportunity of thanking you for your assistance in this matter.

Yours faithfully

Needleman Treon
NEEDLEMAN TREON

04 JAN 2007

Meriden House
42 Upper Berkeley Street
London W1H 5QJ
DX 44403 Marble Arch
T 020 7723 0766
F 020 7724 9878
E legal@ntlaw.co.uk

Partners
Andrew Needleman
Saroop Treon
Consultant
Stephen Mitchell*
Financial Consultant
Anoup Treon

Solicitors
Richard Monnick
Jeremy Nicholls
Darren Margolis
Taimoor Taraldar
Alexis Cooper
*Non-practising



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Criminal
Litigation

www.ntlaw.co.uk

Turbervilles
DX45116 Uxbridge

20th October 2016

Our Ref: /SCR/T00241-00085
Your Ref: RT/RT/140089-000002

**Please quote our reference
in all correspondence.**

Dear Sirs

**Suzan Carly Cohen aka Suzan Veale aka Mrs Walsh (In Bankruptcy)
Your Client: Perseus Ventures Limited and Martin Walsh**

We enclose by way of service upon you the sealed order.

We advise that we will be applying to HM Land Registry forthwith to remove the pending land charge notice registered against 94 Rope Street.

Yours faithfully


MOON BEEVER

Bedford House, 21a John Street, London WC1N 2BF

DX: 388 Chancery Lane **Tel:** +44 (0)20 7400 7770 **Fax:** +44 (0)20 7400 7799 **email:** info@moonbeever.com **web:** www.moonbeever.com

Partners: F.E.Coulson. D.J.Moore. G.McPhie. J.A.Latham. C.C.Robinson. E.P.M.Saunders. S.Rushton. M.O'Higgins.

Consultants: P.A.Sheils. R.J.Weetch (solic ret'd).

This firm is authorised and regulated by the Solicitors Regulation Authority, Moon Beaver Solicitors - SRA No. 44096

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IN THE HIGH COURT OF JUSTICE

No: 5571 of 2009

IN BANKRUPTCY

RE: SUZAN CARYL COHEN AKA SUZAN VEALE AKA MRS WALSH

BETWEEN:

NIGEL IAN FOX
(As Trustee in Bankruptcy of Suzan Carly Cohen
aka Suzan Veale aka Mrs Walsh)

Applicant

- and -

(1) MARTIN WALSH
(2) PERSEUS VENTURES LIMITED
(A company incorporated in the BVI)

Respondents



CONSENT ORDER

BEFORE REGISTRAR BARBER ON 18 OCTOBER 2017
UPON the Applicant's Application dated 10 April 2015

AND UPON the Application having been discontinued by notice dated
18 October 2016

BY CONSENT IT IS ORDERED:-

1. That the Application be discontinued;
2. That the Trial listed on 1st to 3rd November 2016 be vacated;
3. No order as to costs
4. Within 14 days of receipt of the Sealed Order from the Court the Applicant will apply to HM Land Registry to remove the pending land charge notice dated 27 April 2015, registered against the property known as 94 Rope Street, Swedish Quays, London, SE16 7TP AND registered at HM Land Registry under Title Number TGL37412.

Signed: Mow Beaver

A handwritten signature in black ink, appearing to be 'Nigel Ian Fox', written over a horizontal line.

Moon Beaver

Turbervilles

Solicitors for the Applicant

Solicitors for the Respondents

Dated: 18/10/16

18/10/16.

Notice of discontinuance

Note: Where another party must consent to the proceedings being discontinued, a copy of their consent must be attached to, and served with, this form.

| | |
|--------------------------------------|--|
| In the HIGH COURT OF JUSTICE | |
| Claim No. | 5571 of 2009 |
| Claimant (including ref.) | Nigel Ian Fox (As Trustee in Bankruptcy of Suzan Carly Cohen aka otrs) |
| Defendant (including ref.) | (1) MARTIN WALSH (2) PERSEUS VENTURES LIMITED |

To the court

The claimant (defendant) **N I Fox (As Trustee in Bankruptcy of Suzan Carly Cohen aka otrs)**

(tick only one box)

- discontinues all of this (claim) (~~counterclaim~~)
- discontinues that part of this claim (counterclaim) relating to: *(specify which part)*



against the (defendant) (~~following defendants~~) (~~claimant~~) (~~following claimants~~)

(..... *(enter name of Judge)* granted permission for the claimant to discontinue (all) (part) of this (claim)(counterclaim) by order dated

I certify that I have served a copy of this notice on every other party to the proceedings

Signed
(Claimant)(~~Defendant~~)(’s solicitor)(~~Litigation friend~~)

Position or office held Partner
(if signing on behalf of firm or company)

Date 18/10/16

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Notice details

Type:

Personal Insolvency
> Meeting of Creditors

Publication date:

29 December 2011

Edition:

London

Issue number:

60008

Notice ID:

L-60008-1504249

Notice code:

2526

[About Meeting of Creditors notices](#)

Meeting of Creditors

In the High Court of Justice

No 5571 of 2009

Suzan Caryl Cohen

Also known as Suzan Veale, also known as Mrs Walsh of 94 Rope Street, London SE16 7TF

Unknown

A General Meeting of Creditors is to take place on: 19 January 2012, at 11.00 am .

Venue: At the Official Receiver's Office at the address stated below.

21 Bloomsbury Street, London WC1B 3SS

Meeting summoned by: Official Receiver

Purpose of Meeting: To appoint a Trustee

In Order to be entitled to vote at the Meeting, Creditors must lodge proxies and any previously unlodged proofs by 12.00 noon on 18 January 2012 at the Official Receiver's address stated below.

Tim Neale, Office holder capacity: Official Receiver, London A, 21 Bloomsbury Street, London WC1B 3SS, telephone 020 7637 1110, email LondonA.OR@insolvency.gsi.gov.uk

Capacity: Office holder capacity: Trustee

Date of Appointment: 22 December 2011

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BACK

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THE GAZETTE

OFFICIAL PUBLIC RECORD

Notice details

Type:
Personal Insolvency
> Notice of Intended Dividends

Publication date:
27 September 2016, 15:24

Edition:
The London Gazette

Notice ID:
2618960

Notice code:
2509

Issue number:
61717

Page number:
20667

Notice of Intended Dividends

In the High Court of Justice

No 5571 of 2009

Suzan Carly Cohen

In Bankruptcy

Residential address: Unknown. Date of birth: 22 August 1948 and 22 August 1961. Occupation: Not Known. Any other name by which the bankrupt has been known: Suzan Veale, Susan Carol Veale, S Veale 22/08/61, 22/08/51, 22/08/61 and 22/08/71; Suzan Walsh 21/08/71; Suzan C Downing 22/08/51 and 22/08/61; Suzan Grant 22/08/61. Previous trading addresses: 94 Rope Street, London, SE16 7FT; 145-157 St John Street, London, EC1V 4PW; PO Box 957, Offshore Incorporations Centre, Road Town, Tortola, BV1; 35 Hillside Gardens, Edgware, HA8 8HA; 236 Stanstead Road, London, SE23 1DD; 49 Lustrells Crescent, Saltdean, Brighton, BN2 8FJ; 23 Central Buildings, 3 Matthew Parker Street, London, SW1H 9NE; Unit E, 10th Floor, Ho Lee Building, 38-44 D'Aguilar Street, Hong Kong PRC; 22 Montagu Mews South, London, W1H 7ES..

Take notice that the Trustee of the above named debtor's estate, intends to make a first and final distribution to unsecured creditors. Creditors of the above bankrupt are required to send in their name and address and particulars of their claim to the Trustee at the address below, by 17 October 2016. Any Creditor who does not prove their debt by that date may be excluded from the dividend. It is the intention of the Trustee that the distribution will be made within 4 months of the last date for proving claims, given above. As it is possible that the rate of dividend will reach 100 pence in the pound, creditors who do not prove their debt by the date specified should be aware that if they do not participate in the dividend, remaining funds will be used to pay statutory interest to the proved creditors. Date of appointment: 19 January 2012. Office holder details: Nigel Fox (IP No. 8891) of Baker Tilly Creditor Services LLP, Highfield Court, Tollgate, Chandlers Ford, Eastleigh, SO53 3TY. Correspondence address & contact details of case manager: Larissa Conroy of Baker Tilly Creditor Services LLP, Highfield Court, Tollgate, Chandlers Ford, Eastleigh, SO53 3TY, Tel: 023 80646425. Further details contact: Nigel Fox, Tel: 023 80646421..

Nigel Fox, Trustee

22 September 2016

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to name



Companies House
Crown Way
Cardiff
CF14 3UZ

Re: Urgent: Objection to strike off notice: [White Mid Sloan Ltd](#) – Company number:
05607552

Dear Sir / Madam,

25th September 2021

I refer to the strike off notice published on 21st September 2021 against the above-named company. I am an interested party and former director and I object to the Company being struck off.

I have numbered the paragraphs of my letter below for ease in reference.

1. There has been a serious and protracted fraud against me, including identify theft and impersonation, perjury and forgery of a Lease in the name of the Company by Suzan Caryl Cohen, AKA Suzan Veale, Susan Carol Veale, Susan Walsh and Sarah Bleach who was acting as director of the White Mid Sloan Ltd (“Company”) whilst bankrupt.
2. It is believed that Ms Cohen has defrauded me of around £720,000 using the Company as the vehicle to do so.
3. Ms Cohen was adjudged bankrupt by order of Registrar Baister dated 21st August 2009. Court ref: 5571 of 2009.
4. Acting as Sarah Bleach, it is a matter of public record that Cohen was purporting to be a director of the Company from 1st October 2010 until 31st December 2015.
5. Acting as Susan Carol Veale, Cohen was purporting to act as director on 1st January 2013 and resigning on the same day.
6. Acting as Suzan Veale, Cohen was acting as a director from 31st October 2005 until 14th March 2009.

7. Acting as Suzan Walsh, Cohen was acting as a director from 1st January 2013 until 28th November 2013.
8. Acting as Suzan Walsh, Cohen was acting as a director from 21st August 2011 until 1st January 2013.
9. From 14th March 2009 through until 31st December 2015, Cohen had falsely represented that my Company, Goldstar International Industries Ltd in B.V.I was a director of the Company.
10. I must make it clear, I was never married to Cohen and she has been falsely representing that she was married to me to create a fictitious financial link.
11. There is a further fraudulent representation created by Cohen whereas, without my knowledge or consent, she appointed me as a director between 1st January 2013 and 10th July 2018.
12. On 8th September 2010, whilst bankrupt, Cohen forged a lease in the name of the Company against 94 Rope Street, Swedish Quays, London, SE16 1TE (“Property”).
13. Perseus Ventures Ltd in the B.V.I, (“PV”) a company under my control, retains the Leasehold interest in the Property, running for 125-years from 25th March 1988.
14. PV did not grant a lease to Cohen, yet we have in our possession a 10-year lease containing my forged signature. We have reason to believe that either Cohen herself, or the Company has been receiving rents for over 10-years for the property of which neither the Cohen nor the Company are entitled.

Pragelato Ski Ltd – company number: 07471225

15. Cohen appointed me as a director of Pragelato Ski Ltd from 1st January 2012 through until 17th July 2012, along with my company, Charterhouse Investments (Hone Kong) Ltd through the same period. White Mid Sloan Ltd was also appointed as a director, again throughout the same period.
16. Cohen was acting as director under her alias of Suzan Veale from 2nd January 2011 through until 17th July 2012.

Mantas Whirl Ltd – company number: 0809047

17. This company was incorporated by Cohen on 31st May 2012 (once again, during Cohen’s bankruptcy) and I was appointed by Cohen as a director from the date of incorporation, along with Cohen, as Suzan Veale, who resigned on 1st January 2016.

18. I had no knowledge of my appointment as director of Mantas Whirl Ltd either.

Treasuries & Adornments Ltd - company number: 08467453

19. Cohen was appointed as director of this company on 2nd April and resigned on 1st January 2016.

Entrance Halcyon Ltd – company number: 09687979

20. Cohen, under the alias of Susan Carol Veale was appointed as a director of this company on 15th July 2015, resigning on the same day.

21. Edna Gertrude Veale is known to be Cohen’s mother. We believe that Cohen was also using her mother’s name to continue operating companies whilst bankrupt.

Gnoruhs Ltd – company number 05685532

22. Was incorporated on 24th January 2006 by Cohen, previously known as Adminsol Ltd, with a registered office using a P.O Box in Tortola, B.V.I.

23. My company, Goldstar International Industries Ltd was appointed twice as a director without my knowledge or consent by Cohen. Once on 13th November 2008 as director and on 14th March 2009 as a secretary.

24. I was appointed as a director, again, without my knowledge or consent, by Cohen, from 24th January 2006 through until 1st June 2009.

25. Cohen , under the alias of Suzan Veale, acted as director from 26th January 2006 through until 14th March 2009.

Summary of circumstances and offences

26. Cohen was not discharged from bankruptcy until 2018, and from 21st August 2009 Cohen, under her various aliases has committed multiple criminal offences, including indictable only offences.

The Company Directors Disqualification Act 1986

Section 11(1) Undischarged bankrupts:

It is an offence for a person to act as director of a company or directly or indirectly to take part in or be concerned in the promotion, formation or management of a company, without the leave of the court, at a time when any of the circumstances mentioned in subsection (2) apply to the person.

27. Cohen has committed the offence on 8-counts during the period of her bankruptcy without leave of the court. Section 13 of the Act determines that each offence is punishable by up to two-years in prison.

28. Further, the offender can be held personally liable for certain debts of the company.

Forgery and Counterfeiting Act 1981

29. Cohen forged my signature on the 10-year lease she created in the name of White Mid Sloan Ltd to unlawfully obtain rent from the Tenants of the Property between 2010 and today.

30. It is envisaged that Cohen has benefited in the sum of over £720,000 in rent, and therefore the criminal property, together with standard interest on the rent I have been defrauded of, exceeds £1 million.

Nigel Ian Fox – Trustee in Bankruptcy and the Official Receiver

31. On 19th January 2012 Fox was appointed as Trustee in Cohen’s bankruptcy, whilst the Official Receiver of London, Mr Hannon and Ms Hallamore, acted from the date of the bankruptcy order.

32. I commissioned Intelligence UK International to conduct investigation into this case and it was immediately noted that despite this information being a matter of public record, the insolvency practitioners failed in their duty in the public interest to prevent Cohen from defrauding me.

33. It should further be noted that Fox himself, sought to defraud me, placing an unlawful charge against the Property which he fabricated, knowing that I had purchased the Leasehold to the property whilst I continue to pay the mortgage.

34. In consideration of these serious matters, I request that you sustain my objection to the strike off action and that you take such measures you deem necessary in the administration of justice accordingly, notwithstanding the fact that I am taking legal action against all parties concerned.

Please respond to this letter to confirm status. Thank you.

Yours sincerely,



Martin Walsh

**WITNESS STATEMENT OF ANDREW LOUIS HOWARD NEEDLEMAN
DATED 30TH NOVEMBER 2021**

1. I, Andrew Louis Howard Needleman, a practicing solicitor with over 40-years' experience and of 11 Highbridge Close, Radlett, Hertfordshire, WD7 7GW, do say as follows:
2. The facts set out in this statement are within my own knowledge and are accurate to the best of my knowledge and belief.
3. On 30th September 2021 I was contacted by phone by Mr Baines of Intelligence UK International who explained he was investigating allegations of forgery around a Lease.
4. Mr Baines emailed me parts of the Lease (subsequently providing a full copy). During my call with Mr Baines I noticed that my company seal was irregular.
5. My company seal on the Lease was "*Needleman and Treon*", however my firm was called "*Needleman Treon*" and I do not believe the seal is legitimate.
6. It is said that I witnessed the Lease on 6th September 2010. I do not recognise the signatures on behalf of Perseus Ventures Ltd or White Mid Sloan Ltd and whilst `my` signature has similarities to my usual signature, I have no recollection of ever witnessing the lease.
7. The Lease is said to have been between Perseus Ventures Ltd, an offshore company owned by Mr Walsh, and White Mid Sloan Ltd.
8. I spent about half an hour on the phone with Mr Baines, who first explained to me that the Lease was not signed by, or on behalf of Perseus Ventures Ltd.
9. Mr Baines explained to me that Suzan Caryl Cohen ("Suzan"), who used to work in my office, had been acting as a director of various companies whilst bankrupt and under various aliases. Mr Baines said that Suzan was representing herself to be a number of different people under those aliases.
10. I acted, on and off for Suzan, and I have known her for over 30-years. It is my personal view that Suzan is economical with the truth. I relay some of the reasons I come to this conclusion in this witness statement.
11. During our call on Thursday 30th September 2021 Mr Baines explained that he had cause to believe Ms Cohen had forged the Lease.
12. I had acted for Suzan on and off for over 30 years, and she became employed by me primarily to assist in a very substantial case on behalf of Martin Walsh, but in September 2010, we had a row because I discovered that she had signed an application for a charging order over my matrimonial home.

13. Subsequent to the row Suzan walked out and she accused me of hitting her – this was totally false yet, thereafter I received various medical certificates stating she was not fit to work. I noticed that none of the certificates stated her date of birth. I went on to explain during the call with Mr Baines that I don't recognise the front sheet of the Lease shown to me by email.
14. I note that nobody witnessed the alleged signature on behalf of Perseus Ventures Limited and if it is ascertained that my alleged signature purports to witness this, it is clearly false.
15. It was my belief that Suzan went to live in Canada, although I have been informed by Mr Baines that she has returned to England.
16. I had reported Suzan to the Insolvency Service around two-years ago, because she was acting as a director of companies whilst being an undischarged bankrupt.
17. After pressing the Insolvency Service to act, I was finally contacted by Gary Clark around two years ago, who I believed was investigating the matter. I believe the Insolvency Service may have issued a warrant, but I had not heard anything from them since that call. I assumed this is because Suzan was residing abroad.
18. I believe it was not until August 2018 or later that Suzan was discharged from bankruptcy.
19. Both the 2010 lease I was shown by Mr Baines and the 2016 lease I refer to later in my statement were instructed to be completed by Suzan, acting as a director of White Mid Sloan Ltd whilst she was an undischarged bankrupt.
20. White Mid Sloan Ltd is a company of which I was previously a director from October 2005.
21. I did not resign from White Mid Sloan Ltd, but when I checked the Companies House record it shows I was resigned by them on 1st October 2010.
22. I am looking to sue White Mid Sloan Ltd on a separate matter relating to the 2016 lease and rental income that forms my client's inheritance. I set out the background to that at paragraphs 23 through to 30 below.
23. Suzan's father died in April 2017. He left his estate, comprising of 3 properties to his granddaughter, being Suzan's daughter. Suzan Walsh, who she was then describing herself to be, had lodged a caveat with the probate office. There was a firm of solicitors acting for Suzan called Bramsdon and Childs.
24. I issued an application to withdraw that caveat against probate, which was eventually successful. I then issued an application to remove the executors, as they were not acting properly. We succeeded on the application and obtained an order for indemnity costs.
25. I nominated Irwin Mitchell Solicitors to be appointed as executors in replacement of the executors we had successfully removed. By 7th July 2020, all the files relating to the deceased estate, (the late Mr Veale) were transferred to Irwin Mitchell.
26. There was a lease that White Mid Sloan had also entered into in 2016 relating to 236 Stansted Road, SE23 1DD, one of the three properties belonging to the estate of Mr Veale.

27. The Tenant of the Lease is called Taaksvale Property Services Ltd, who sublet the Property. Taaksvale is a legitimate company, who pay rent of £2,050 per month to White Mid Sloan Ltd.
28. As far as I am aware, I believe the lease between Taaksvale and White Mid Sloan came about because Suzan facilitated it with Bramsdon and Childs, who completed it under her instruction.
29. The reality is that White Mid Sloan Ltd do not own the Property and my client, or should I say, Mr Veale's estate has lost out £2,050 per month, since April 2017.
30. Conservatively therefore, excluding costs, White Mid Sloan, under the instruction of Suzan Caryl Cohen, who operates under the aliases of Suzan Walsh, Suzan Veale, Susan Carol Veale and Sarah Bleach, has defrauded Mr Veale's estate of over 54 months of rent, causing my client, Mr Veale's granddaughter, loss equating to £110,700 plus standard interest.
31. It appears that the fraudulent lease in my client's case, originated by Suzan under White Mid Sloan, is not dissimilar to the fraud against Mr Walsh's company, Perseus Ventures. The former however, entails probate fraud.
32. During my protracted involvement with Suzan and the various proceedings around her bankruptcy, her acting solicitor, Serhan Handani, of Bramsdon and Childs was regularly talking of applying for her discharge, but that took some years to implement.
33. Suzan's aunt had also died around mid-September 2018 whilst Suzan was still in bankruptcy. Suzan was the beneficiary of the will and I believe one of the properties of that estate was worth around £1 million.
34. I recall that Suzan's Trustee in bankruptcy had filed a caution against the title to her inherited property being transferred to her. I believe that it was this inheritance that saw to it that her bankruptcy was discharged and once again, whilst I cannot unfortunately recall the exact date of discharge, I believe it was August 2018.
35. As a result of a business transaction, I, and my then partner, were subject to a number of actions brought by Bramsdon and Childs, albeit I anticipate it was actually Suzan who instigated the proceedings.
36. Suzan has always maintained that she was married to Martin Walsh, although, from Mr Baines, I now know this is not the case. Mr Baines explained that Mr Walsh had confirmed that he and Suzan were never married.
37. I summarise, by saying that it was September 2010 when Suzan and I fell out. The only time I saw her thereafter, was several months later, when I was outside my office and she was walking along the street. When she saw me, she turned around and went the other way.
38. By reason of my acting in the contested probate case of Mr Veale, I contacted Jas Taak of a company called Taarksvale, with reference to the Lease they entered into with White Mid Sloan Limited.

39. I am not sure of Suzan's whereabouts now, but one important point I should mention is that Taarksvale, who I always found to be pleasant people to deal with, said that for a six-month period, the rent they were paying was actually paid to Bramsdon and Childs.
40. I cannot recall the precise dates, but I believe Bramsdon and Childs received those rents between June, and either December or January the following year.
41. Bramsdon and Childs were then told by Suzan that they should pay the money to Portman Estates, who I believe are Suzan's landlords for 22 Montagu Mews, W1H 2JR.

Declaration of truth:

This statement, consisting of 4-pages, each signed by me, is true to the best of my knowledge and belief and I make it knowing that, if it is tendered in evidence, I shall be liable to prosecution if I have wilfully stated in it, anything which I know to be false, or do not believe to be true.

Signed:

 30-11-2021

Andrew Louis Howard Needleman

2

Assured Shorthold Tenancy Agreement

2011

-for-

94 Rope Street, Swedish Quays, London,
SE16 7TF

BETWEEN:

WHITE MID SLOAN LIMITED (1)

-and-

**THE SEVERAL PERSONS HEREINAFTER NAMED
(2)**

**Hugh Cartwright
& Amin**

Solicitors and Privy Council
Agents

RS/13607



MF OA
IMBC MC
JEC CE PK

IMPORTANT: THIS TENANCY AGREEMENT IS A BINDING DOCUMENT. BEFORE SIGNING IT YOU SHOULD READ IT CAREFULLY TO ENSURE THAT IT CONTAINS EVERYTHING YOU DO WANT AND NOTHING UNACCEPTABLE TO YOU. IF YOU DO NOT UNDERSTAND THIS AGREEMENT OR ANYTHING IN IT, IT IS STRONGLY SUGGESTED YOU ASK FOR IT TO BE EXPLAINED TO YOU BEFORE YOU SIGN IT. YOU MIGHT CONSIDER CONSULTING A SOLICITOR, CITIZENS ADVICE OR HOUSING ADVICE CENTRE.

THIS AGREEMENT is dated the 8th day of October 2011
Parties:

(1) WHITE MID SLOAN LIMITED c/o ;

(Landlord);

(2)

| | |
|--|---|
| Mr Christopher Ellis | of Sarnau House, Sarnau, llanymynech Powys, SY22 6QJ |
| Mr Oliver Adey | of Flat 13, 8 John Maurice Close, London, SE17 1PY |
| Mr Ian Childs | of 128 Sheerstock, Haddenham, Buckinghamshire, HP17 8EX |
| Mr Patrick Knight | of 31 High Meadow, Dunmow, Essex, CM6 1UG |
| Mr Jonathan Cross | of 10 Camden Close, Chislehurst, Kent, BR7 5PH |
| Mr Michael Canavan Michael | of 8A Northland Road, Londonderry, BT48 7JD |
| Mr Daniel Howell | of 11 Garthwood Close, Colchester, Essex, CO6 3EA |
| Mr Michael Faulkner | of 12 Fennyland Lane, Kenilworth, Warwickshire, CV8 2RS |

;

(Tenant).

1. PARTICULARS

- 1.1 The Deposit : £6,300.00
- 1.2 The Property : The house known as 94 Rope Street, Swedish Quays, London SE16 7TF;
- 1.3 The Rent : £4550 a calendar month;
- 1.4 The Term : A term commencing on the 8th day of October 2011 and expiring on the 7th day of..... October 2012

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this agreement:

- 2.1.1 'the Agents' means City Quays, 193 Lower Road, Surrey Quays, London SE16 2LW the Landlord's letting agents employed in connection with the letting of the Property for the time being (Telephone Number: 020 7231 2957) (Facsimile Number: 020 7232 0500);
- 2.1.2 'the Contents' means the furniture, furnishings, fixtures and other items set out in the inventory attached to this agreement, copies of which have been signed by the Agents on behalf of the Landlord and by the Tenant, which are let with the Property under this agreement;
- 2.1.3 'the Interest Rate' means the rate of 4% a year above the base lending rate of Barclays Bank Plc or such other bank as the Landlord may from time to time nominate in writing;
- 2.1.4 'the Property'
- 2.1.4.1 all additions and improvements to the Property,
 - 2.1.4.2 all landlord's fixtures and fittings and fixtures of every kind that are from time to time in or upon the Property (whether or not originally fixed or fastened); and
 - 2.1.4.3 all pipes, sewers, drains, mains, ducts, conduits, gutters, watercourses, wires, cables, channels, flues and other conducting media that are in, under or over the Property and serve the Property only, including plant or fixtures and fittings and other ancillary apparatus;
- 2.1.5 'the Rent' means the rent set out in the

Particulars;

- 2.1.6 'the Term' means the period for which the Property is let under this agreement as specified in the Particulars, including any subsequent period when the Tenant remains in the Property or extension or continuance of that period by law;
- 2.1.7 'VAT' means value added tax or any other tax of a similar nature and unless otherwise expressly stated all references to rent or other sums payable by the Tenant are exclusive of VAT.

2.2 Interpretation

- 2.2.1 Wherever the circumstances of its use mean it is suitable, the phrase 'the Landlord' includes the person for the time being entitled to the interest of the Landlord under this agreement.
- 2.2.2 The phrase 'the Tenant', as this agreement prevents the Tenant disposing of his interest under this agreement, extends to the Tenant's personal representatives, administrator or trustee in bankruptcy only.
- 2.2.3 Where the Landlord or the Tenant consists of two or more persons, obligations expressed or implied to be made by or with them are deemed to be made by or with those persons jointly and severally (this means that they will each be liable for all sums due under this agreement and not just a proportionate part).
- 2.2.4 Words that indicate one gender include all other genders, words that indicate the singular include the plural and vice versa, and words that indicate persons shall be interpreted as extending to a corporate body or a partnership and vice versa.
- 2.2.5 References in this agreement to any numbered clause or schedule without any further description shall be interpreted as a reference to the clause or schedule to this agreement numbered in that manner.
- 2.2.6 The clause and schedule headings do not form part of this agreement and shall be ignored in its interpretation.

3. ASSURED SHORTHOLD TENANCY

It is confirmed that this agreement is intended to create an assured shorthold tenancy under the Housing Act 1988.

4. AGREEMENT TO LET

- 4.1 The Landlord agrees to let and the Tenant agrees to take the Property, with the Contents for the Term, at the Rent; and

4.2 The Tenant has inspected the Property and the Contents before signing this Agreement and acknowledges that the Property is and has been immediately before the date hereof been fully refurbished and that the Contents and the equipment at the Property are new.

5. COMPLIANCE WITH AGREEMENT

The Tenant and the Landlord agree with each other to comply with the requirements of this agreement.

6. RENT AND INTEREST

6.1 Obligation to pay

The Tenant must pay the Rent during the Term by equal monthly payments of £4,500 clear of all deductions, in advance, to the Agents by or on the day of each calendar month by standing order to [insert bank details]

6.2 Apportionment

Any payment for less than a month is to be apportioned on a daily basis and will include the last day of the month.

6.3 Set-off

The Tenant must not exercise any right or claim to withhold rent or in respect of legal or equitable set off.

6.4 Interest on sums not paid

The Tenant must pay interest at the Interest Rate on any rent or other payment lawfully due under this agreement that is not received by the Landlord by 14 days after the payment was due. This interest is payable from the date on which payment of the rent or other payment was due to the date of actual payment, both before and after any court judgement.

7. OUTGOINGS

7.1 Payments to be made by the Tenant

The Tenant must pay and protect the Landlord against any loss arising from the Tenant's failure to pay:

7.1.1 the council tax, or any tax replacing it, payable in respect of the Property;

7.1.2 all water and sewerage charges and metered payments in respect of the supply of water to the Property;

7.1.3 all charges for gas and electricity consumed on or supplied to the Property and (as to electricity where a two part tariff is in force) the standing charge or charges and any meter rent;

7.1.4 all charges made for the use of telephones on the Property, including rental, and any additional charges for repair, maintenance and reconnection;

IMBC MF
JCC MC OA
CE PK

~~7.1.5~~ 7.1.5 all charges for the security alarm or other security system provided for the Property, other than any arising through the fault or neglect of the Landlord;

7.1.6 the amount of the television licence fee and of any other charges for cable, Sky or satellite or other television services for the Property; and

7.1.7 if VAT or any tax of a similar nature is or becomes chargeable in respect of any payment made by or supply to the Tenant under this agreement, or any tax, charge or imposition becomes payable in respect of the Property because of any act or omission of the Tenant, the amount of the VAT, tax, charge or imposition.

7.2 Accounts

The Tenant must make sure that all accounts issued by relevant authorities or suppliers are issued to and made out in the name of the Tenant for the duration of this tenancy. The Tenant must pay all such accounts within a reasonable period of receipt of them. If any service or facility is disconnected for non-payment of an account, the Tenant must pay the re-connection charges and protect the Landlord against any loss arising from the disconnection.

8. REPAIRS ETC

8.1 The Landlord's obligations

8.1.1 The Landlord must keep the structure and exterior of the Property in good repair and condition;

8.1.2 The Landlord must keep in repair and proper working order the central heating and hot water system and other installations for the supply of water, gas, electricity, for sanitation (including basins, sinks, baths and sanitary conveniences), and for space and water heating. Independently connected electrical appliances such as electric fires, heaters, radio or television sets, from and including the plug connecting them to the main electricity system, are the Tenant's responsibility;

8.1.3 The Landlord must comply with the Landlord and Tenant Act 1985 Section 11 as to his responsibility for repairs in the Property in so far as any obligations have inadvertently not been expressly set out in this clause 8.1 THE LANDLORD'S OBLIGATIONS.

8.2 The Tenant's obligations

8.2.1 The Tenant must keep the inside of the Property (including the doors, window frames and glass in windows, doors and skylights) in a good state of repair and condition and properly maintained and must replace all broken glass, light bulbs and fuses and the Tenant must carry out in the Property all works of repair that are not the responsibility of the Landlord under this agreement or by statute (apart from fair wear and tear);

- 8.2.2 The Tenant must keep the internal walls and other surfaces including doors and window frames at the Property in a good state of decorative condition employing professional decorators to repaint and repaper them if damaged during the Term and must not damage the walls with nails, pins, glue or adhesive putty although if any such damage does occur the Tenant must make it good by immediate repair and decoration;
- 8.2.3 The Tenant must maintain the Contents and keep them in good condition (except to the extent their condition deteriorates as a result of fair and ordinary use), must make sure they are not damaged or destroyed and must not take any of them away from the Property;
- 8.2.4 The Tenant must replace or make good (or at the reasonable option of the Landlord pay proper compensation for) all breakages, damage and losses occurring in relation to the Contents during the Term, or any period when the Tenant or anyone under his control remains in unauthorised occupation. This provision does not apply to breakages, damage and losses that occur through reasonable use or any risk against which the Contents are insured by the Landlord unless the policy of insurance has been wholly or partly rendered void or invalid by any act or default of the Tenant or anyone under his control;
- 8.2.5 The Tenant must keep the pipes, sewers, drains, ducts, conduits, gutters and watercourses inside or only serving the Property free from obstruction and in working order and the lavatories properly cleaned;
- 8.2.6 The Tenant must keep all electrical, radio, television, video and other domestic appliances, security alarms and smoke detectors in good working order, except for installations that are the responsibility of the Landlord under clause 8.1.2;
- 8.2.7 The Tenant's obligations under this clause 8.2 THE TENANT'S OBLIGATIONS do not apply to damage caused by any risk against which the Landlord has or should have insured under the terms of this agreement except to the extent that the insurance money is irrecoverable due to any act or default of the Tenant or anyone under his control.

9 GENERAL MAINTENANCE

9.1 Cleaning and tidying

- 9.1.1 The Tenant must keep the Property clean and tidy and clear of all rubbish;
- 9.1.2 The Tenant must provide and use a waste container, place all waste in it and ensure that it is regularly emptied by the local authority. The container must be kept in the place provided by the Agents; ?
- 9.1.3 The Tenant must clean the windows and the glass in any exterior doors at least once in each month during the Term. ?

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9.2 Care of the grounds

- 9.2.1 The Tenant must keep any part of the Property that is not built on ('the Grounds') in good condition, keep all garden areas properly cultivated and weeded and the grass mown regularly during the growing season, and keep all ditches and drains free from obstruction;
- 9.2.2 Except for private motor cars on the drive, the Tenant must not keep any vehicle, boat or caravan or movable dwelling on the Grounds, or store anything on them that is untidy, unclean, unsightly or in any way detrimental to the Property or to the area generally;
- 9.2.3 The Tenant must not deposit any waste or rubbish on the Grounds except for domestic waste in waste bins and usual seasonal garden waste which may be composted;
- 9.2.4 The Tenant must keep the fences and hedges properly trimmed and keep the gates in good repair and working order.

10 ALTERATIONS

10.1 Additions and alterations

The Tenant must not damage or injure the Property, make any addition to the Property, unite the Property with any adjoining premises, or make any alteration to the Property.

10.2 Connection to services

The Tenant must not make any connection with the pipes, sewers or drains in the Property or extend the wiring.

10.3 Telephone disconnection

The Tenant must not allow or arrange for the telephone to be disconnected or removed from the Property or the number to be changed.

11 RIGHTS OF ENTRY

The Tenant must allow the Landlord and the Agents, with any necessary contractors and workmen, to enter the Property at all reasonable times upon 48 hours' prior notice in writing, or in the event of emergency at any time without notice, causing as little inconvenience to the Tenant as reasonably practicable and making good any damage caused to the Property and the Tenant's property for the following purposes:

- 11.1 to view the state and condition of the Property and the Contents;
- 11.2 to carry out any repairs that are necessary by virtue of the Landlord's responsibilities under this agreement or by law;
- 11.3 to carry out works that may be required to repair or to make alterations or improvements that are minor and do not disadvantage the Tenant or are required by law to the Property or the electrical wiring, gas and water pipes, sewers or drains in or under the Property or any part of it;

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- 11.4 to carry out repairs, alterations, improvements, rebuilding or other works to any adjoining property that can only be carried out by having access to the Property or the electrical wiring, gas and water pipes, sewers or drains in or under or serving the Property; and
- 11.5 during the 2 months before the anticipated date of the end of the Term, to inspect the Property with interested parties with a view to proposed sale or letting and to fix and retain in a reasonable position on the Property a board advertising the Property for sale or re-letting.

12 NOTICE TO REPAIR

12.1 Service of notice

The Landlord may give to the Tenant or, despite the requirements of this agreement as to notices, leave on the Property, a notice specifying the works required to remedy any breach of the Tenant's repairing obligations in this agreement ('a notice to repair'). The Tenant must carry out the works specified in the notice as soon as reasonably practicable.

12.2 Default provision

If the Tenant has not started to carry out the work referred to in a notice to repair within a reasonable period from the service of the notice to repair, or is not proceeding diligently with it, or if the Tenant fails to finish the work within a reasonable time the Tenant must allow the Landlord to enter the Property and carry out the outstanding work. The Tenant must pay to the Landlord the reasonable cost of doing this and all expenses properly incurred by the Landlord, within 14 days of a written demand and if not so paid the Landlord may apply the Deposit towards the cost but shall not be obliged to do so.

12.3 Disputes

Any dispute as to whether repairs are necessary, the time taken to carry them out or the cost of repairs and amount of associated expenses may be referred to an independent surveyor acting as an expert. In default of agreement the surveyor shall be appointed by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors.

13 APPEARANCE OF THE PROPERTY

13.1 Aerials

The Tenant must not erect any poles or masts on the Property or install any cables or wires outside it, whether in connection with telecommunications or otherwise or allow anyone under his control to do so except with the Landlord's consent which is not to be unreasonably withheld or delayed.

13.2 Signs and advertisements

The Tenant must not display anywhere on the Property any placard, sign, notice, fascia board or advertisement or allow anyone under his control to do so.

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13.3 Curtains and blinds

The Tenant must not remove the curtains or blinds from the windows except for cleaning and decorating.

13.4 Washing

The Tenant must not hang or deposit clothes or other articles outside the Property.

14 DEALINGS

14.1 Dealings with the Property

This agreement is personal to the Tenant. The Tenant must not assign, sublet or part with or share possession of the Property or any part of it.

14.2 Dealings with the Contents

The Tenant must not purport to sell any of the Contents or enter into any hire purchase or leasing arrangement or bill of sale of them.

15 USE AND NUISANCE

15.1 Residential use

The Tenant must not use the Property except as a single private residence for occupation by the Tenant personally and the Tenant's family and reasonable visitors and no other person.

15.2 Nuisance

The Tenant must not do anything or allow anything to be done on the Property, or allow anything to remain on it that may reasonably be considered to be or likely to become or cause a nuisance or annoyance, disturbance, inconvenience, injury or damage to the Landlord or his tenants or the owners or occupiers of adjacent or neighbouring property.

15.3 Auctions, trades and immoral purposes

The Tenant must not use the Property or allow it to be used for any auction sale, any dangerous, noxious, noisy or offensive activity, or any illegal or immoral act or purpose, and must not carry on any trade, business, manufacture or commercial activity on it.

15.4 Pets

The Tenant must not keep or allow any animal, bird or reptile at the Property.

15.5 Noise

The Tenant must not play any musical instrument or device and must not allow noise from a radio, television set, compact disc, tape or record player or sound production system of any kind or any machine or equipment to be heard outside the Property in such manner that

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23.3 Suspension of rent

If and whenever the Property or any part of it is damaged or destroyed by any risk against which it is insured so as to be unfit for occupation and use the Rent, or a fair proportion of it according to the nature and extent of the damage sustained, shall be suspended until the Property, or the affected part, has been rebuilt or reinstated so as to be fit for occupation and use. This provision does not apply where payment of the insurance money is wholly or partly refused because of any act or default of the Tenant or anyone under his control.

23.4 Reinstatement and termination

The Landlord must if practicable reinstate the Property or any part damaged or destroyed by any risk against which it is insured, provided that the damage or destruction was not due to any act or omission of the Tenant or anyone under his control and the insurance policy has not been rendered void or invalidated by such an act or omission. If, at the end of 2 months from the date of the damage or destruction, the Property is still not fit for the Tenant's occupation and use, either the Landlord or the Tenant may at any time during the following 2 months serve a notice to terminate this agreement. On service of such a notice, the Term is to end but this shall not affect any rights or remedies that may have already accrued to either party. All money received in respect of the insurance taken out by the Landlord under this agreement is to belong to the Landlord absolutely.

23.5 Tenant's obligations as to insurance

The Tenant must not do anything, or fail to comply with any requirement, as a result of which the policy of insurance taken out by the Landlord in relation to the Property may become void or voidable or invalidated or by which the rate of premium on the policy may be increased.

24 RECOVERY OF POSSESSION

24.1 Grounds for seeking possession

If and whenever during the Term:

- 24.1.1 the Rent is unpaid for 14 days after becoming due whether formally demanded or not; or
- 24.1.2 there is a breach by the Tenant of any obligation or other term of this agreement; or
- 24.1.3 any of the circumstances contained in the Housing Act 1988 Schedule 2 Part I Grounds 2 (tenancy subject to prior mortgage) or 8 (at least 2 months' rent arrears) or the Housing Act 1988 Schedule 2 Part II Grounds 10 (some rent due), 11 (persistent delay in paying rent), 12 (other breaches of obligation), 13 (committing acts of waste or neglect), 14 (causing nuisance or annoyance), 15 (causing damage to furniture or 17 (tenancy induced by false statement) apply; or

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may cause a disturbance after 2300 hours or before 0800 hours on any day.

15.6 Smoking

The Tenant agrees neither to smoke in or on the Property nor to allow their invited guests or visitors to do so. If the Tenant breaches this clause he will be responsible for the reasonable costs or rectification of any damaged caused or for any appropriate cleaning that is required.

16 COSTS OF ENFORCEMENT

The Tenant must pay the Landlord's reasonable costs, fees, charges, disbursements and expenses properly incurred in relation to or incidental to:

- 16.1 recovery or attempted recovery of arrears of rent or other sums due under this agreement; and
- 16.2 any other steps taken in contemplation of or in direct connection with the enforcement of the obligations on the part of the Tenant under this agreement whether during or after the end of the Term including the preparation, service and negotiation of a schedule of dilapidations (being a document containing details of alleged breaches of the Tenant's obligations in relation to the state and condition of the Property).

17 NOTICES AND INFORMATION

The Tenant must give notice to the Agents as soon as reasonably practicable of:

- 17.1 any disrepair of, or damage to, the Property or to any substantial item comprised in the Contents;
- 17.2 any notice or order he receives from a local or statutory authority in respect of the Property; and
- 17.3 any act or encroachment by a tenant or occupant of any adjoining or neighbouring property or a third party that might adversely affect the Landlord's interest in the Property.

18 KEYS, SECURITY AND UNOCCUPIED PREMISES

18.1 Security

The Tenant must keep the Property secure and where provided the security alarms set at all appropriate times.

18.2 Change of locks or codes

The Tenant must not change the locks or security codes without the prior written consent of the Landlord, and must supply the Landlord with a set of keys or the new code immediately upon replacement.

18.3 Loss of keys or codes

The Tenant must report to the Landlord immediately he becomes aware of the fact if keys or security codes or devices are lost or

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compromised during the Term and must take immediate steps to provide new keys or new security codes or devices, supplying the Landlord with a set of keys or the new code or device immediately upon replacement.

18.4 Charges for security alarms

If applicable the Tenant must be responsible for any charges levied if the security alarm is set off accidentally by the Tenant or anyone under his control, and all charges for maintenance or repair necessary as the result of misuse by him or anyone under his control.

18.5 Keyholders

18.5.1 The Tenant must ensure that at all times the Landlord has written notice of the name, home address and home telephone number of at least 1 keyholders of the Property.

18.5.2 The Tenant must give his name as keyholder to the security alarm maintenance company and to the police (if so required).

18.6 Frost damage

If the Property is to be left unoccupied for more than 48 hours the Tenant must, at his own expense, take all reasonable steps that are necessary or directed by the Landlord or the Agents to protect the water and central heating systems in the Property from damage by frost.

18.7 Unoccupied premises

If the Property is to be left unoccupied for more than 6 weeks the Tenant must notify the Landlord or the Agents, any company responsible for security devices, and the company insuring the Property and the Contents that the Property is to be unoccupied, and take such steps as they may reasonably prescribe.

18.8 Return of keys etc

The Tenant must hand over to the Agents all keys and security devices or codes by 1200 noon on the date the Term ends.

19 COSTS

19.1 Schedule of condition and inventory

19.1.1 The Landlord must pay the costs of preparing a schedule of condition and inventory of the Contents at the beginning of the Term.

19.1.2 The Tenant must pay the costs and a sum equivalent to the VAT payable on that amount in so far as it is not recoverable by the Landlord for the cost of checking the schedule of condition and inventory of the Contents at the end of the Term.

20 GIVING BACK POSSESSION AT THE END OF THE TERM

20.1 Giving back possession

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The Tenant must give vacant possession of the Property and the Contents back to the Landlord at the end of the Term in the state of repair, decoration and condition specified in the schedule of condition referred to in clause 19.1 SCHEDULE OF CONDITION AND INVENTORY and clean, and with the various items of furniture and effects left in the places in which they were situated at the beginning of the Term as specified in the inventory.

20.2 Making good

To the extent the Tenant does not comply with the obligations specified in clause 20.1 GIVING BACK POSSESSION the Tenant must make good any lack of repair, decoration or condition or cleanliness or pay reasonable compensation to the Landlord and must replace or pay for any of the Contents that have been broken, damaged or lost, as provided for by clause 8.2.4.

20.3 Cleaning

The Tenant must wash or dry clean and iron as appropriate all linen, bedspreads, sheets, blankets, duvets, curtains, carpets or similar items comprised in the Contents that have become soiled during the Term, or at the option of the Landlord (to be exercised reasonably) must pay for them to be washed, dry cleaned or ironed.

20.4 Use of the address

The Tenant must not give the address of the Property in any telephone or e-mail directory during the Term, and must take all reasonable steps to ensure that no communications to or for the Tenant are directed to any telephone or computer at the Property after the Tenant has vacated.

20.5 Items left

20.5.1 The Tenant will be responsible for meeting all reasonable removal and storage charges if items of property and belongings are left in the Property at the end of the Term.

20.5.2 The Landlord will remove and store the items for a maximum of one month.

20.5.3 The Landlord will notify the Tenant that this has been done at the Tenant's last known address.

20.5.4 If the items are not collected within one month, the Landlord may dispose of the items and the Tenant will be liable for the reasonable costs of disposal. The costs may be deducted from any sale proceeds or the Deposit and if there are any costs remaining they will remain the Tenant's liability.

21. PAYMENTS FOR A PERIOD OF UNAUTHORISED OCCUPATION

21.1 Unauthorised occupation

A period of unauthorised occupation is any period (including any day or part of a day) outside the Term during which either:

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21.1.1 the Tenant or anyone under his control remains in occupation of the Property, or leaves any belongings or property in the Property other than small items left accidentally that can easily and cheaply be removed; or

21.1.2 the keys to the Property have not been returned to the Landlord or the Agents, unless as a result of accident or serious illness to the Tenant.

21.2 Damages

For any period of unauthorised occupation the Tenant must pay to the Landlord an amount calculated at a rate equivalent to the Rent that would have been payable for the Property for that period plus interest at the Interest Rate.

22 NON-DISTURBANCE

The Landlord must permit the Tenant peaceably to hold and enjoy the Property during the tenancy created by this agreement without any interruption or disturbance from or by the Landlord or any person claiming under or in trust for him.

23 INSURANCE

23.1 Warranty as to convictions

The Tenant warrants that before the signature of this agreement he has disclosed to the Landlord in writing any conviction, judgement or finding of any court or tribunal relating to the Tenant of such a nature as to be likely to affect the decision of any insurer or underwriter to grant or continue insurance of any risk against which the Property is insured.

23.2 The Landlord's obligation to insure

23.2.1 Insurance

The Landlord must keep the Property but not the Tenant's personal property insured unless the insurance is rendered void or made invalid by any act of the Tenant or anyone under his control. The insurance may be taken out in such insurance office, or with such underwriters, and through such agents as the Landlord from time to time reasonably decides.

23.2.2 Sum insured

Insurance must be taken out for the full cost of rebuilding and reinstating the Property.

23.2.3 Risks

Insurance must be taken out against damage or destruction by fire and any other risks, whether or not of the same nature, that the Landlord reasonably decides to insure against from time to time to the extent that such insurance may ordinarily be arranged for properties such as the Property, subject to such excesses, exclusions or limitations as the insurer requires.

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24.1.4 the Tenant becomes bankrupt, has an administration order made in respect of his assets, has a receiver appointed, makes an arrangement for the benefit of his creditors or has any distress or execution levied on his goods;

then the Landlord may bring a court action to recover possession of the Property, even if any previous right to do so has been waived.

24.2 Interest on sums due on recovery of possession

If the Landlord recovers possession of the Property under clause 24.1 GROUNDS FOR SEEKING POSSESSION, the Tenant must pay to the Landlord interest at the Interest Rate on any outstanding rent or damages properly due to the Landlord from the date on which the rent fell due (whether a formal demand has been made for it or not) or the breach of obligation or the relevant event occurred in each case to the date of payment. This provision shall apply to sums payable under this agreement for any period of unauthorised occupation.

25 SAFETY REGULATIONS

25.1 Fire safety

The Landlord confirms that all furniture and furnishings comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended.

25.2 Gas appliances safety regulations

The Landlord has complied with the Gas Safety (Installation and Use) Regulations 1998 and an appropriate Gas Safety Certificate has been provided for inspection by the Tenant.

25.3 Electrical appliances safety regulations

The Landlord confirms that all electrical appliances and equipment supplied by him are safe so as not to cause danger and all electrical appliances and equipment manufactured since 19 January 1977 are marked with the appropriate CE symbol.

26 VAT

All sums due to be paid by the Tenant under this agreement are expressed exclusive of VAT, and the Tenant must in addition pay the full amount of any VAT or other similar tax on those sums for which the Landlord or other person entitled to the payments is from time to time accountable.

27 EXCLUSION OF WARRANTY AS TO USE

Nothing in this agreement or in any consent granted by the Landlord under this agreement implies or warrants that the Property may lawfully be used under the Town and Country Planning Act 1990 as modified or re-enacted from time to time for the purpose authorised in this agreement or any purpose subsequently authorised.

28 ENTIRE UNDERSTANDING

This agreement embodies the entire understanding of the parties relating to the Property and to all matters dealt with by this agreement.

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29 REPRESENTATIONS

The Tenant acknowledges that this agreement has not been entered into in reliance wholly or partly on any statement or representations made by or on behalf of the Landlord except any such statement or representation expressly set out in this agreement.

30 SIGNATURE OF LICENCES

Whilst the Landlord is a limited company or other corporation all licences, consents, approvals and notices required to be given by the Landlord shall be sufficiently given if signed by a director, the secretary or other duly authorised officer of the Landlord or by the Agents.

31 LANDLORD'S DETAILS

The Tenant is notified for the purposes of the Landlord and Tenant Act 1987 Sections 47 and 48 that the name and address of the Landlord is White Mid Sloan Limited, however, the details for service of Notices is the company's solicitors, Hugh Cartwright and Amin of 12 John street, London WC1N 2EB.

32 RIGHTS AND EASEMENTS

The operation of the Law of Property Act 1925 Section 62 is excluded from this agreement. The only rights granted to the Tenant are those expressly set out in this agreement, and the Tenant is not to be entitled to any other rights affecting any adjoining property of the Landlord.

33 COVENANTS RELATING TO ADJOINING PROPERTY

The Tenant is not to be entitled to the benefit of any covenant, agreement or condition entered into by any tenant of the Landlord in respect of any adjoining property of the Landlord, or the right to enforce or prevent the release or modification of any such covenant, agreement or condition.

34 EFFECT OF WAIVER

Each of the Tenant's agreements is to remain in full force both at law and in equity even if the Landlord waives or releases that agreement on any occasion or waives or releases any similar agreement affecting any of his adjoining property.

35 THE DEPOSIT

35.1 Payment

The Tenant must pay the Deposit to the to be protected as security towards the discharge or part discharge of any liability referred to in clause 35.3 SUMS THAT MAY BE RETAINED and subject to this on trust for the Tenant absolutely.

35.2 Tenancy deposit protection scheme

35.2.1 The Deposit shall be held on the terms of The Deposit Protection Service a deposit protection scheme established under to the Housing Act 2004 Section 212 ('the Scheme');

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35.2.2 The Landlord shall comply promptly with his obligations under the Scheme;

35.2.3 The Landlord will not change the Scheme to another scheme without the prior written consent of the Tenant.

35.3 Sums that may be retained

The following sums may be paid out of the Deposit to the Landlord in accordance with the terms of the Scheme:

35.3.1 any Rent or other payments due from the Tenant to the Landlord, including advance rent that has fallen due;

35.3.2 any reasonable sum the Landlord expends or incurs in remedying any failure by the Tenant to comply with his obligations under this agreement;

35.3.3 after the end of the Term, any sum owing to the Landlord equivalent to rent in respect of any period of unauthorised occupation by the Tenant or anyone under his control; and

35.3.4 any interest due under this agreement on any of the above sums at the Interest Rate from the date the payment is due to the date it is deducted from the Deposit.

35.4 Restoration of the Deposit

If the Deposit or part of it is applied as authorised by clause 35.3 SUMS THAT MAY BE RETAINED and in accordance with the terms of the Scheme, the Tenant must, at the Landlord's written request, pay the Landlord a further sum to restore the Deposit to the agreed amount stated in the Particulars and the Landlord shall comply promptly with his obligations under the Scheme in relation to this further sum.

35.5 Refund of the Deposit

Subject to the provisions of clause 35.4 RESTORATION OF THE DEPOSIT, the Deposit or the balance of it must be returned to the Tenant after the end of the Term in accordance with the provisions of the Scheme with interest.

36. NOTICES

36.1 Method of service

Any notice to be served on the Landlord or the Tenant may be served by registered post, recorded delivery, fax or email. If served on the Landlord, a notice should be served at the address mentioned in clause 31 LANDLORD'S DETAILS or on the Agents, and if served on the Tenant should be served at the Property or at the address of the Tenant mentioned in this agreement.

36.2 Delivery

Any notice sent by post, in the absence of details of delivery or other receipt, shall be deemed to be served on the third working day after posting. A notice served by fax or by email shall be deemed to be

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served on the day of transmission if transmitted before 1630 hours on a working day, and if transmitted later shall be deemed to have been served on the next following working day. 'Working day' means any day from Monday to Friday inclusive other than Christmas Day, Good Friday and any other statutory bank or public holiday.

36.3 Service on solicitors

Any notice or document shall also be sufficiently served on a party if served on the party's solicitors if they have been in correspondence with the other side in relation to this agreement or the Property at any time within 3 months preceding the service of the notice or document. The provisions concerning time of service contained in clause 36.2 DELIVERY shall apply accordingly.

37. SEVERANCE CLAUSE

If any term of this agreement is, in whole or in part, held to be illegal or unenforceable to any extent under any enactment or rule of law, that term or part shall to that extent be deemed not to form part of this agreement and the enforceability of the remainder of this agreement shall not be affected.

38 JURISDICTION

The Landlord and the Tenant agree that this agreement shall be exclusively governed by and interpreted in accordance with the laws of England and Wales and to submit to the exclusive jurisdiction of the English Courts.

39 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

This agreement shall not operate to confer any rights on any third party and no person other than the parties to it may enforce any provision of this agreement by virtue of the Contracts (Rights of Third Parties) Act 1999.

IN WITNESS whereof this Agreement has been signed by the parties on the day and year first above written.

SIGNED by or on behalf of the Landlord. }

SIGNED by }

SIGNED by the Tenant. }

SIGNED by }

PATRICK KWIGANT

Miceal Canavan

IAN CHILDS

CHRIS ELLIS

JONATHAN CROSS

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MICHAEL FAULKNER

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The Occupiers
94 Rope Street
London
SE16 7TF

Re: Notice to quit and claim for possession of Property

LETTER BEFORE ACTION

Dear Sir / Madam,

27th April 2022

We write in connection with 94 Rope Street, London, SE16 7TF (“the Property”) and the 125-year Superior Lease between Perseus Ventures Ltd and (1) The London Docklands Development Corporation, (2) Bellwinch Homes Limited, (3) Swedish Quays Residents Society Limited, (4) Arif Ramadan completed on 25th March 1988.

Your Landlord, Perseus Ventures Ltd is majority owned by Martin Richard Walsh its acting director and a Partner of this firm.

This letter before action is served on you in connection with the Landlord’s right to possession of the Property and enforcement of that Lease.

This letter is being sent to you in accordance with part 55 of the Civil Procedure Rules 1998 and section 8(1)(a) of the Housing Act 1988.

We provide you with notice of intent to claim for vacant possession of the Property and to provide you with 15 clear days statutory notice prior to further action.

BACKGROUND - We draw your attention to the following:

- A. The Claimant is Perseus Ventures Ltd owner of the Leasehold Property at 94 Rope Street, London SE16 &TF acting by Martin Richard Walsh of this firm. The Claimant is claiming for possession of the Property and for the following reasons:

- B. The Claimant has received no rental income from the Property. The rental income you have been paying has not been to the Landlord / the Claimant.
- C. White Mid Sloan Ltd, company registration: 05607552 (“WMS”), acting by its director, Suzan Caryl Cohen (“D1”) describing herself as and acting by various aliases including Suzan Veale, Susan Carol Veale, Susan Walsh and Sarah Bleach is alleged to have forged a lease dated 6th September 2010 between the Claimant and WMS.
- D. The Claimant did not sign, nor have any knowledge of the lease in question. The solicitor who was alleged in the lease to have acted for D1 confirmed by sworn witness statement that he neither witnessed the lease, nor did he witness the signature of Mr Walsh or D1 signing on behalf of WMS.
- E. D1 was paid in full for her equitable interest in the Property and knew prior to allegedly forging the lease referred to in paragraph C above that she had no right to the Property whatsoever.
- F. D1 was adjudged bankrupt by order of Registrar Baister dated 21st August 2009. (Court ref: 5571 of 2009). D1 was bankrupt on 6th September 2010 when it is alleged that she forged the Lease whilst purporting to act as director of WMS.
- G. As a result of D1’s fraud and forgery of the lease referred to at paragraph B above, we believe you were incited under false pretenses to complete short hold tenancy agreements with WMS unbeknown to the Claimant. As such, WMS or D1 (or both) have fraudulently obtained rent since 6th September 2010.

WHAT YOU ARE ASKED TO DO:

1. Within 14-days of receipt of this letter you are requested to disclose copies of the original lease between you and the purported landlord to this firm by either emailing a scanned copy to: i@i1uk.com or by post, marked for the attention of Mario Anastasis at:

Symon Smith & Partners
344-354 Grays Inn Road
London
WC1X 8BP

2. We require you to disclose your name, the room number where you are residing, the monthly rent you have been paying and the name and the bank account details of the party you have been paying rent to.
3. We require you to disclose the date you moved into the Property so we can establish the length of time you have occupied the Property.
4. You are required to respond to this letter setting out facts, along with any additional supporting information you may wish us to consider.
5. After the 15th day from service of this letter, the Claimant shall make a claim for possession of the Property and is seeking vacant possession accordingly at the earliest possible date.
6. The Claimant is seeking vacant possession of the Property by order for possession, meaning that the Court will order you to vacate the Property by a given date.
7. Our aim is therefore to provide you with as much notice as possible and in compliance with the possession claim pre-action Protocol conferred in Part 55 of the Civil Procedure Rules so that you can make alternative housing arrangements.
8. We are providing you with at least one month's clear notice to quit the Property and would expect that by the longstop of 4PM on 1st June 2022 you have made alternative housing arrangements sufficient to provide vacant possession by the longstop of 1st July 2022 when we expect you to have vacated the Property.
9. We appreciate that receipt of this letter may be distressing and we greatly sympathise with your position which has been brought about through no fault of your own.
10. You may have a cause of action against D1 and, or WMS for fraudulently misrepresenting their position as Landlord. We encourage you to take legal advice in respect of that and the contents of this letter.
11. Due to these unfortunate circumstances you have no lawful rights under the lease between you and the purported Landlord.

PROTOCOL / COMPLIANCE WITH THE RULES:

12. At present, a Private Rental Service landlord is not required to comply with a Pre-Action Protocol before possession proceedings for rent arrears are commenced.
13. There is however a statutory notice under section 8 Housing Act 1988 which must be served upon the tenant / putative defendant to notify them that the Landlord intends to seek possession. This letter therefore serves the purpose of a section 8 notice.
14. We enclose at page 5 of 5 our appendix setting out the index of evidence relied upon and detailing where you can get help if you need it.
15. The Claimant is not seeking an order for costs in the possession proceedings against you. Costs shall be sought against D1 and WMS.

DO NOT IGNORE THIS LETTER:

16. It is imperative that you do not ignore this letter and that you respond accordingly with the information requested within 15-days of receipt.
17. We aim to be as flexible as we possibly can be in the circumstances and once again we reiterate we are sympathetic of your position which has been brought by no fault of your own.

We appreciate your cooperation in dealing with this matter and we will be as supportive as we can. We look forward to hearing from you and please feel free to contact us by either phone or email if you have any questions in relation to this letter.

Yours sincerely,



INTELLIGENCE UK INTERNATIONAL S.A

APPENDIX

Where you can get help:

| | | |
|--------------------------|------------------------------------|---|
| Citizens Advice | 03444 111 444 | www.citizensadvice.org.uk |
| Civil Legal Advice | 0345 345 4345 | www.gov.uk/civil-legal-advice |
| Shelter – Housing advice | 0808 800 4444 – Emergency helpline | https://england.shelter.org.uk/housing_advice |
| Stepchange Debt Charity | 0800 138 111 | www.stepchange.org |
| National Debtline | 0808 808 4000 | www.nationaldebtline.org |
| Advice UK | 0300 777 0107 | www.adviceuk.org.uk |

Enclosures:

1. Title_Register_TGL37412 – Title Register for the Property (pages 6 – 8) The Land Registry title register for the Property attests that the Claimant is the Landlord and Registered Owner.

Title Number : TGL37412

This title is dealt with by HM Land Registry, Telford Office.

The following extract contains information taken from the register of the above title number. A full copy of the register accompanies this document and you should read that in order to be sure that these brief details are complete.

Neither this extract nor the full copy is an 'Official Copy' of the register. An official copy of the register is admissible in evidence in a court to the same extent as the original. A person is entitled to be indemnified by the registrar if he or she suffers loss by reason of a mistake in an official copy.

This extract shows information current on 4 MAR 2022 at 07:35:18 and so does not take account of any application made after that time even if pending in HM Land Registry when this extract was issued.

REGISTER EXTRACT

| | |
|---------------------|--|
| Title Number | : TGL37412 |
| Address of Property | : 94 Rope Street, London (SE16 7TF) |
| Price Stated | : Not Available |
| Registered Owner(s) | : PERSEUS VENTURES LIMITED (incorporated in British Virgin Islands) of 94 Rope Street, Swedish Quays, London SE16 7TF and of Pasea Estate, Road Town, Tortola, British Virgin Islands. |
| Lender(s) | : Barclays Bank UK PLC |

Title number TGL37412

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 4 MAR 2022 at 07:35:18. This copy does not take account of any application made after that time even if still pending in HM Land Registry when this copy was issued.

This copy is not an 'Official Copy' of the register. An official copy of the register is admissible in evidence in a court to the same extent as the original. A person is entitled to be indemnified by the registrar if he or she suffers loss by reason of a mistake in an official copy. If you want to obtain an official copy, the HM Land Registry web site explains how to do this.

A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

SOUTHWARK

- 1 (16.03.1990) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being 94 Rope Street, London (SE16 7TF).

NOTE: Only the ground, first, second and third floors are included in the title.

- 2 (16.03.1990) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 23 January 1990
Term : 125 years from 25 March 1988
Rent : £200
Parties : (1) The London Docklands Development Corporation
(2) Bellwinch Homes Limited
(3) Swedish Quays Residents Society Limited
(4) Arif Ramadan
- 3 There are excepted from the effect of registration all estates, rights, interests, powers and remedies arising upon, or by reason of, any dealing made in breach of the prohibition or restriction against dealings therewith inter vivos contained in the Lease.
- 4 The landlord's title is registered.
- 5 Unless otherwise mentioned the title includes any legal easements granted by the registered lease(s) but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (05.11.2008) PROPRIETOR: PERSEUS VENTURES LIMITED (incorporated in British Virgin Islands) of 94 Rope Street, Swedish Quays, London SE16 7TF and of Pasea Estate, Road Town, Tortola, British Virgin Islands.
- 2 (18.11.2019) RESTRICTION: No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court.
- 3 (18.11.2019) RESTRICTION: No **74 of 317** disposition of the registered estate, other than a disposition by the proprietor of any registered charge

Title number TGL37412

B: Proprietorship Register continued

registered before the entry of this restriction, is to be registered without a certificate signed by the applicant for registration or their conveyancer that written notice of the disposition was given to Suzan Veale at care of Bramsdon & Childs, 141 Elm Grove, Southsea, Hampshire, PO5 1HR.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 (20.07.2007) REGISTERED CHARGE dated 22 December 2006.
- 2 (06.04.2018) Proprietor: BARCLAYS BANK UK PLC (Co. Regn. No. 9740322) of 1 Churchill Place, London E14 5HP.
- 3 (21.11.2012) Equitable charge created by an interim charging order of the Lambeth County Court dated 31 October 2012 in favour of London Borough of Southwark (Court Reference 2LB02163).
NOTE: Copy filed.
- 4 (21.11.2018) UNILATERAL NOTICE in respect of a Lease dated 6 September 2010 made between (1) Perseus Ventured Limited and (2) White Mid Sloan Limited for a term expiring on 5 September 2020.
- 5 (21.11.2018) BENEFICIARY: White Mid Sloan Limited (Co. Regn. No. 05607552) of care of Bramsdon and Childs, 141 Elm Grove, Portsmouth PO5 1HR.

End of register

Email_Chain_Mr_Rise_Cohen

From: riseterry@aol.com <riseterry@aol.com>
Date: **Mon, 6 Jun 2022 at 15:58**
Subject: Re: 94 Rope Street, SE16 1TE - Forged Lease - Notice to be provided to all purported Tenants / Terry Rise
To: <i@i1uk.com>

Hi Mr Baines

I managed to get a response from a representative of Mrs Cohen regarding your emails,

Mrs Cohan starts that Mr Walsh as no financial claims over 94 Rope st
And also Mr Walsh owes Mrs Cohan large sums of money,
into hundreds of thousands of pounds,
So with the greatest of respect this looks like it's something that is going in the courts .
All correspondence I will past on to Mrs Cohns legal team

Thank you

[Sent from the all-new AOL app for Android](#)

From: **I UK I Responder** <i@i1uk.com>
Date: Wed, **25 May 2022 at 13:44**
Subject: Re: 94 Rope Street, SE16 1TE - Forged Lease - Notice to be provided to all purported Tenants / Terry Rise
To: Suzan Veale <walhsuzan@gmail.com>, <comm.po@met.police.uk>, <lindsey.chiswick@met.police.uk>

Dear Ms Cohen,

This was rather imprudent of you. You are dealing with intelligence experts. We adopt sophisticated electronic tracking so we know what you have read and when you have read it.

Subject: **94 Rope Street, SE16 1TE - Forged Lease - Notice to be provided to all purported Tenants / Terry Rise**
Recipients: <riseterry@aol.com>, <walhsuzan@gmail.com>
Send date: **25 May, 2022 at 4:54 AM**
Opens: **9 times**

Opened by walhsuzan@gmail.com 25 May, 2022 at 9:34 AM
Opened by riseterry@aol.com 25 May, 2022 at 9:33 AM
Opened by walhsuzan@gmail.com 25 May, 2022 at 9:32 AM
Opened by riseterry@aol.com 25 May, 2022 at 8:55 AM
Opened by riseterry@aol.com 25 May, 2022 at 8:08 AM

Opened by riseterry@aol.com 25 May, 2022 at 8:06 AM

Opened by walhsuzan@gmail.com 25 May, 2022 at 5:23 AM

Opened by walhsuzan@gmail.com 25 May, 2022 at 5:20 AM

Opened by walhsuzan@gmail.com 25 May, 2022 at 5:08 AM

You wrote back at 05.24AM after reading the email and provided this false information as an attempt to conceal the fact that you received the email below with the attachment. You knew the statement you were making was false, and it is proven beyond doubt that you read the email 3 times prior to falsifying the receipt and sending that back to us when you then read the email twice again at 09.32AM and at 09.34AM.

You may want to go to your local Police station and hand yourself in. Forgery on its own is a serious, indictable only offence. When however committed with no less than 8 counts of the offences conferred in [S.11\(1\) of The Company Directors Disqualification Act 1986](#) when you had no right to act as director whatsoever, that is a very serious matter indeed. The tenants of 94 Rope Street are going to be made homeless as a result of your criminality, that is an aggravating factor, combined with the protracted period on which your offending has taken place.

By way of service, we enclose:

1. **Lease White Mid Perseus Rope St 06 09 2010 JPB 1** - The lease you forged when bankrupt purporting to act as director of WMS:
2. **Companies House Stop Notice 25 09 2021 V01** - The 25/09/2021 Companies House stop notice to prevent you from having dissolved WMS detailing your offending.

The application notice, claim and supporting information will be served on you shortly.

Yours sincerely,

INTELLIGENCE UK INTERNATIONAL S.A

[Letter_Before_Action_29_04_2022.pdf\(842K\)](#)

[Companies_House_Stop_Notice_25_09_2021_V01.pdf\(174K\)](#)

From: **Suzan Veale** <walshsuzan@gmail.com>

Date: **Wed, 25 May 2022 at 05:24**

Subject: Re: 94 Rope Street, SE16 1TE - Forged Lease - Notice to be provided to all purported Tenants / Terry Rise

To: I UK I Responder <i@i1uk.com>

Address not found

Your message wasn't delivered to walshsuzan@gmail.com because the address couldn't be found or is unable to receive email.

On Wed, 25 May 2022 at 4:55 am, I UK I Responder <i@i1uk.com> wrote:

Dear Mr Rise,

I am away from the office for two-weeks abroad, hence the time difference.

Mr Walsh confirmed that he has never been married to Ms Cohen. His witness statement testifies this and a witness statement of a third party testifies that Ms Cohen was falsely representing herself to be Ms Walsh. We have never known anyone to have so many aliases.

Suzan Caryl Cohen also goes by (1) Suzan Veale, (2) Susan Carol Veale, (3) Susan Walsh and (4) Suzan Walsh, (5) Sarah Bleach, acting as a director of various companies whilst bankrupt in those names. A further property owned by Ms Cohen is in the name of Melanie Trudy Richardson.

We attest the conveyancing transaction where Mr Walsh paid Ms Cohen the consideration for her share of 94 Rope Street long prior to the forged lease coming about.

Proceedings are filed and once we receive the sealed claim we will serve the pack. It is likely that the hearing date will come at the same time, certainly with the first set of proceedings. Once again, we encourage you to give as much notice to the occupiers as possible so they have sufficient time to seek alternative housing arrangements. We are wanting vacant possession and the property is going to be sold.

Ms Cohen (copied) is of course welcome to make any representations she considers appropriate once proceedings are served.

Likewise, Ms Cohen is welcome, if she so wishes, to make an offer to purchase the leasehold property at market value. Acquisition by Ms Cohen would obviously alleviate the possession proceeding. That may be a solution.

We trust this makes the position clear.

Yours sincerely,

John Baines
Senior investigator

On **Tue, 24 May 2022 at 20:21**, riseterry@aol.com <riseterry@aol.com> wrote:

Hello Mr Baines .
Regarding this issue,
You said you will contacting
Mrs Cohan,
But am I not right in my understanding that
Martin Walsh and Susan Walsh (Mrs Cohan) are or was husband and wife
Thank you

[Sent from the all-new AOL app for Android](#)

On **Tue, 10 May 2022 at 11:32 am**, [Intelligence UK International <i@i1uk.com>](mailto:i@i1uk.com) wrote:

Dear Mr Rise,

The position was made clear in our previous email below. No court ruling is necessary, we have served the pre-action notice. We will file the possession claim on Thursday and the occupiers will be served. We shall serve the related proceeding on Ms Cohen around the same time. We will serve a CPR Part 31 disclosure list when the possession claim and proceedings against Ms Cohen are issued and the Respondents will be compelled to provide disclosure. If no disclosure is forthcoming we will apply for an order. Failure to disclose in breach of a Part 31 order for disclosure is a contempt of Court. All the evidence and supporting statements we have obtained will be served on Ms Cohen in due course.

Yours sincerely,

John Baines

On Mon, **9 May 2022 at 17:05**, riseterry@aol.com <riseterry@aol.com> wrote:

Can you send me over a copy of the court ruling on the Document you are demanding.
Thank you

[Sent from the all-new AOL app for Android](#)

On Mon, 9 May 2022 at 11:06 am, Intelligence UK International <i@i1uk.com> wrote:

Dear Mr Rise,

Yes we confirm that the letter came from this firm for and on behalf of Martin Walsh who is a partner of this firm as well as owner of Perseus Ventures Ltd. We provided 15-clear days notice, so by 4PM on Thursday 12/05/2022. We enclose the letter: **Letter Before Action 29 04 2022**

We received no copies of the leases and no contact from any of the occupiers as requested at page 2, paragraph 1, nor disclosure requested at paragraphs 2, 3 and 4. We explained at paragraph 5 that Perseus Ventures Ltd (the Landlord) would claim for possession, seeking vacant possession. Paragraph 8 provided one-month's clear notice for the occupiers to quit. No court ruling is necessary. We will however serve the sealed possession claim form and inform you of the hearing date.

Yours sincerely,

John Baines

On Sat, 7 May 2022 at 22:05, riseterry@aol.com <riseterry@aol.com> wrote:

Dear sir
Regarding the letter that was delivered to .
94 Rope st .
Is this is from your company.

Could you send me the court ruling on this issue.
Thank you

[Sent from the all-new AOL app for Android](#)

On Tue, 3 May 2022 at 12:42 pm, Intelligence UK International <i@i1uk.com> wrote:

Thank you. We will serve her in addition, at her residential address (which we have traced) for good measure.

John Baines

On Tue, 3 May 2022 at 12:27, riseterry@aol.com <riseterry@aol.com> wrote:

OK
Any Documents meant for Susan I will past on

[Sent from the all-new AOL app for Android](#)

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On Tue, 3 May 2022 at 12:24 pm, Intelligence UK International <i@i1uk.com> wrote:

Dear Mr Rise,

The letter before action is providing 14 clear days notice prior to the possession claim being issued. The possession claim will be issued by 4PM on the day of the expiration period given in the notice and the sealed notice will be served both by us and by the Court. There are separate proceedings in respect of Ms Cohen which will be served at her residential address. They concern on-notice freezing injunction and financial disclosure proceedings in the High Court in respect of where the money has gone from the forged lease (proceeds of crime).

We have requested that police issue the crime reference number **and that Ms Cohen is detained at the border if she attempts to flee the country to evade justice.** You will note below from our sophisticated email tracking that the senior Met Police command is privy to what has been going on, so all are on the same page.

Yours sincerely,

John Baines:

Opened by lindsey.chiswick@met.police.uk 3 May, 2022 at 8:30

Opened by comm.po@met.police.uk 3 May, 2022 at 8:30

Send date: 1 May, 2022 at 6:25 Opens: 4 times Action:

Opened by lindsey.chiswick@met.police.uk 1 May, 2022 at 6:27

Opened by comm.po@met.police.uk 1 May, 2022 at 6:27

Opened by comm.po@met.police.uk 1 May, 2022 at 6:26

Opened by lindsey.chiswick@met.police.uk 1 May, 2022 at 6:26

On Tue, 3 May 2022 at 12:04, riseterry@aol.com <riseterry@aol.com> wrote:

Regarding the documents you are sending,
Will they be from you or the courts ?
Terry

[Sent from the all-new AOL app for Android](#)

On Tue, 3 May 2022 at 8:30 am, Intelligence UK International <i@i1uk.com> wrote:

Mr Rise,

Thank you, however, the notice needs to be given to the occupiers not the perpetrator. A copy has been served, but we need to make sure that each individual receives that notice accordingly. Can you ensure that is done? We consider, in the circumstances, this is a duty of disclosure that you owe.

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We would describe it as a fiduciary duty, a legal duty of disclosure between caretaker and those he purports to take care of. Please bear that in mind and consider your position if you fail to disclose that information, which will expose others to risk of loss.

John Baines

On Tue, 3 May 2022 at 07:45, riseterry@aol.com <riseterry@aol.com> wrote:

I will past this on to Susan Walsh

[Sent from the all-new AOL app for Android](#)

On Sun, 1 May 2022 at 6:15 am, Intelligence UK International <i@i1uk.com> wrote:

Mr Rise,

Whilst it is entirely unclear on what authority you purport to act under to assert that you are "Caretaker" of 94 Rope Street which is owned by Perseus Ventures Ltd, controlled by Mr Walsh, a partner of this firm, you can "take care" of this.

Firstly, by printing a copy of the enclosed letter before action and serving one copy on each of the purported Tenants. Enclosed: **Letter Before Action 29 04 2022**

Secondly, you should note, in particular, the contents of page 2, paragraph D. We have in our possession a sworn affidavit by the solicitor concerned who has agreed to attend court to testify that the signatures on the September 2010 lease are forged. You will know that in any event, Cohen was adjudged bankrupt by order of Registrar Baister dated 21st August 2009 - court ref: 5571 of 2009. In 2010 when Cohen purported to act as a director of WMS, she was also an undischarged bankrupt. It is noted that Cohen has in addition, committed the indictable offence contrary to **S.11(1) of The Company Directors Disqualification Act 1986** on 8 counts. Cohen was not discharged from bankruptcy until 2018.

We request that you facilitate scanning of those leases that are in your possession, along with any other particulars you consider we should know about, emailing them back to this email address **by return**. We trust this is clear, in the interim, and we hope to hear from you very soon.

Yours sincerely,

John Baines
Senior Investigator

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INTELLIGENCE UK INTERNATIONAL S.A

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E: i@iluk.com

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TAB-13: PAGES 65 - 104

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| Date | Description | View / Download |
|-------------|--|--|
| 05 Mar 2022 | Cessation of Suzan Veale as a person with significant control on 1 January 2022 | View PDF (1 page) |
| 04 Mar 2022 | Termination of appointment of Richard David Gibb as a director on 4 March 2022 | View PDF (1 page) |
| 04 Mar 2022 | Registered office address changed from 49 Lower Ground Floor 49 Blatchington Road Hove BN3 3YJ England to 22 Montagu Mews South London W1H 7ES on 4 March 2022 | View PDF (1 page) |
| 25 Nov 2021 | Notification of Suzan Veale as a person with significant control on 1 November 2021 | View PDF (2 pages) |
| 09 Nov 2021 | Termination of appointment of Edna Gertrude Veale as a director on 1 November 2021 | View PDF (1 page) |
| 09 Nov 2021 | Cessation of Edna Gertrude Veale as a person with significant control on 1 January 2021 | View PDF (1 page) |
| 09 Oct 2021 | Compulsory strike-off action has been suspended | View PDF (1 page) |
| 21 Sep 2021 | First Gazette notice for compulsory strike-off | View PDF (1 page) |
| 25 Feb 2021 | Confirmation statement made on 14 November 2020 with no updates | View PDF (3 pages) |
| 27 Dec 2019 | Total exemption full accounts made up to 31 December 2018 | View PDF (6 pages) Download iXBRL |
| 27 Nov 2019 | Confirmation statement made on 14 November 2019 with updates | View PDF (5 pages) |
| 27 Sep 2019 | Previous accounting period shortened from 27 December 2018 to 28 December 2018 | View PDF (1 page) |
| 28 Mar 2019 | Total exemption full accounts made up to 31 December 2017 | View PDF (7 pages) Download iXBRL |
| 07 Jan 2019 | Director's details changed for Ms Edna Gertrude Veale on 31 December 2018 | View PDF (2 pages) |
| 28 Dec 2018 | Current accounting period shortened from 28 December 2017 to 27 December 2017 | View PDF (1 page) |
| 14 Nov 2018 | Confirmation statement made on 14 November 2018 with updates | View PDF (5 pages) |
| 31 Oct 2018 | Confirmation statement made on 31 October 2018 with updates | View PDF (5 pages) |
| 28 Sep 2018 | Previous accounting period shortened from 29 December 2017 to 28 December 2017 | View PDF (1 page) |
| 10 Jul 2018 | Termination of appointment of Martin Walsh as a director on 10 July 2018 | View PDF (1 page) |
| 01 Jun 2018 | Appointment of Mr Richard David Gibb as a director on 31 May 2018 | View PDF (2 pages) |
| 09 May 2018 | Micro company accounts made up to 29 December 2016 | View PDF (2 pages) Download iXBRL |
| 27 Dec 2017 | Previous accounting period shortened from 30 December 2016 to 29 December 2016 | View PDF (1 page) |
| 11 Nov 2017 | Confirmation statement made on 31 October 2017 with no updates | View PDF (3 pages) |
| 29 Sep 2017 | Previous accounting period shortened from 31 December 2016 to 30 December 2016 | View PDF (1 page) |
| 07 Apr 2017 | Registered office address changed from 20-22 Wenlock Road London N1 7GU England to 49 Lower Ground Floor 49 Blatchington Road Hove BN3 3YJ on 7 April 2017 | View PDF (1 page) |

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| Date | Description | View / Download |
|-------------|--|--|
| 05 Dec 2016 | Total exemption small company accounts made up to 31 December 2015 | View PDF (5 pages) Download iXBRL |
| 01 Nov 2016 | Confirmation statement made on 31 October 2016 with updates | View PDF (6 pages) |
| 31 Oct 2016 | Termination of appointment of Sarah Bleach as a director on 31 December 2015 | View PDF (1 page) |
| 31 Oct 2016 | Termination of appointment of Goldstar International Industries Limited as a director on 31 December 2015 | View PDF (1 page) |
| 31 Oct 2016 | Termination of appointment of Sarah Bleach as a director on 31 December 2015 | View PDF (1 page) |
| 31 Oct 2016 | Director's details changed for Ms Edna Gertrude Grant on 31 October 2016 | View PDF (2 pages) |
| 29 Aug 2016 | Registered office address changed from 145-157 st. John Street London EC1V 4PW to 20-22 Wenlock Road London N1 7GU on 29 August 2016 | View PDF (1 page) |
| 23 Nov 2015 | Annual return made up to 31 October 2015 with full list of shareholders Statement of capital on 2015-11-23 GBP 200 | View PDF (4 pages) |
| 28 Sep 2015 | Appointment of Ms Edna Gertrude Grant as a director on 28 November 2013 | View PDF (2 pages) |
| 28 Sep 2015 | Termination of appointment of Suzan Walsh as a director on 28 November 2013 | View PDF (1 page) |
| 17 Sep 2015 | Total exemption small company accounts made up to 31 December 2014 | View PDF (3 pages) Download iXBRL |
| 28 Nov 2014 | Annual return made up to 31 October 2014 with full list of shareholders Statement of capital on 2014-11-28 GBP 200 | View PDF (4 pages) |
| 29 Sep 2014 | Total exemption small company accounts made up to 31 December 2013 | View PDF (3 pages) |
| 29 Nov 2013 | Annual return made up to 31 October 2013 with full list of shareholders Statement of capital on 2013-11-29 GBP 200 | View PDF (4 pages) |
| 28 Nov 2013 | Appointment of Ms Suzan Walsh as a director | View PDF (2 pages) |
| 28 Nov 2013 | Termination of appointment of Susan Veale as a director | View PDF (1 page) |
| 26 Nov 2013 | Appointment of Ms Suzan Walsh as a director | View PDF (2 pages) |
| 26 Nov 2013 | Termination of appointment of Susan Veale as a director | View PDF (1 page) |
| 23 Sep 2013 | Total exemption small company accounts made up to 31 December 2012 | View PDF (3 pages) |
| 21 Mar 2013 | Appointment of Ms Susan Carol Veale as a director | View PDF (2 pages) |
| 20 Mar 2013 | Appointment of Mr Martin Walsh as a director | View PDF (2 pages) |
| 20 Mar 2013 | Termination of appointment of Suzan Walsh as a director | View PDF (1 page) |
| 09 Nov 2012 | Annual return made up to 31 October 2012 with full list of shareholders | View PDF (4 pages) |
| 17 Sep 2012 | Total exemption small company accounts made up to 31 December 2011 | View PDF (4 pages) |
| 11 Jun 2012 | Appointment of Suzan Walsh as a director | View PDF (2 pages) |

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| 11 Jun 2012 | Registered office address changed from 49 Lustrells Crescent Saltcoan Brighton East Sussex BN2 5FJ on 11 June 2012 | View PDF (1 page) |
| 12 Jan 2012 | Annual return made up to 31 October 2011 with full list of shareholders | View PDF (3 pages) |
| 11 Jan 2012 | Registered office address changed from 236 Stanstead Road London SE23 1DD United Kingdom on 11 January 2012 | View PDF (2 pages) |
| 22 Sep 2011 | Total exemption small company accounts made up to 31 December 2010 | View PDF (7 pages) |
| 27 Apr 2011 | Registered office address changed from 4Th Floor, Meridien House 42 Upper Berkeley Street London W1H 5QJ on 27 April 2011 | View PDF (1 page) |
| 27 Apr 2011 | Termination of appointment of Andrew Needleman as a director | View PDF (1 page) |
| 27 Apr 2011 | Termination of appointment of Andrew Needleman as a secretary | View PDF (1 page) |
| 27 Apr 2011 | Appointment of Ms Sarah Bleach as a director | View PDF (2 pages) |
| 03 Dec 2010 | Termination of appointment of Martin Walsh as a director | View PDF (1 page) |
| 26 Nov 2010 | Annual return made up to 31 October 2010 with full list of shareholders | View PDF (5 pages) |
| 19 Oct 2010 | Declaration of satisfaction in full or in part of a mortgage or charge /full /charge no 1 | View PDF (3 pages) |
| 14 Oct 2010 | Declaration of satisfaction in full or in part of a mortgage or charge /full /charge no 24 | View PDF (3 pages) |
| 14 Oct 2010 | Declaration of satisfaction in full or in part of a mortgage or charge /full /charge no 23 | View PDF (3 pages) |
| 14 Oct 2010 | Declaration of satisfaction in full or in part of a mortgage or charge /full /charge no 22 | View PDF (3 pages) |
| 14 Oct 2010 | Declaration of satisfaction in full or in part of a mortgage or charge /full /charge no 21 | View PDF (3 pages) |
| 14 Oct 2010 | Declaration of satisfaction in full or in part of a mortgage or charge /full /charge no 20 | View PDF (3 pages) |
| 14 Oct 2010 | Declaration of satisfaction in full or in part of a mortgage or charge /full /charge no 19 | View PDF (3 pages) |
| 14 Oct 2010 | Declaration of satisfaction in full or in part of a mortgage or charge /full /charge no 18 | View PDF (3 pages) |
| 14 Oct 2010 | Declaration of satisfaction in full or in part of a mortgage or charge /full /charge no 17 | View PDF (3 pages) |
| 14 Oct 2010 | Declaration of satisfaction in full or in part of a mortgage or charge /full /charge no 16 | View PDF (3 pages) |
| 14 Oct 2010 | Declaration of satisfaction in full or in part of a mortgage or charge /full /charge no 15 | View PDF (3 pages) |
| 14 Oct 2010 | Declaration of satisfaction in full or in part of a mortgage or charge /full /charge no 14 | View PDF (3 pages) |
| 14 Oct 2010 | Declaration of satisfaction in full or in part of a mortgage or charge /full /charge no 13 | View PDF (3 pages) |
| 14 Oct 2010 | Declaration of satisfaction in full or in part of a mortgage or charge /full /charge no 25 | View PDF (3 pages) |
| 14 Oct 2010 | Declaration of satisfaction in full or in part of a mortgage or charge /full /charge no 2 | View PDF (3 pages) |

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| 14 Oct 2010 | Declaration of satisfaction in full or in part of a mortgage or charge / full / charge no 3 | View PDF (3 pages) |
| 14 Oct 2010 | Declaration of satisfaction in full or in part of a mortgage or charge / full / charge no 4 | View PDF (3 pages) |
| 14 Oct 2010 | Declaration of satisfaction in full or in part of a mortgage or charge / full / charge no 5 | View PDF (3 pages) |
| 14 Oct 2010 | Declaration of satisfaction in full or in part of a mortgage or charge / full / charge no 6 | View PDF (3 pages) |
| 14 Oct 2010 | Declaration of satisfaction in full or in part of a mortgage or charge / full / charge no 7 | View PDF (3 pages) |
| 14 Oct 2010 | Declaration of satisfaction in full or in part of a mortgage or charge / full / charge no 8 | View PDF (3 pages) |
| 14 Oct 2010 | Declaration of satisfaction in full or in part of a mortgage or charge / full / charge no 9 | View PDF (3 pages) |
| 14 Oct 2010 | Declaration of satisfaction in full or in part of a mortgage or charge / full / charge no 10 | View PDF (3 pages) |
| 14 Oct 2010 | Declaration of satisfaction in full or in part of a mortgage or charge / full / charge no 11 | View PDF (3 pages) |
| 14 Oct 2010 | Declaration of satisfaction in full or in part of a mortgage or charge / full / charge no 12 | View PDF (4 pages) |
| 30 Sep 2010 | Total exemption small company accounts made up to 31 December 2009 | View PDF (4 pages) |
| 05 Nov 2009 | Annual return made up to 31 October 2009 with full list of shareholders | View PDF (6 pages) |
| 05 Nov 2009 | Director's details changed for Mr Martin Richard Walsh on 3 November 2009 | View PDF (2 pages) |
| 04 Nov 2009 | Director's details changed for Mr Andrew Louis Howard Needleman on 3 November 2009 | View PDF (2 pages) |
| 04 Nov 2009 | Director's details changed for Goldstar International Industries Limited on 3 November 2009 | View PDF (2 pages) |
| 30 Oct 2009 | Total exemption full accounts made up to 31 December 2008 | View PDF (11 pages) |
| 20 Aug 2009 | Particulars of a mortgage or charge / charge no: 9 | View PDF (3 pages) |
| 20 Aug 2009 | Particulars of a mortgage or charge / charge no: 11 | View PDF (3 pages) |
| 20 Aug 2009 | Particulars of a mortgage or charge / charge no: 12 | View PDF (3 pages) |
| 20 Aug 2009 | Particulars of a mortgage or charge / charge no: 13 | View PDF (3 pages) |
| 20 Aug 2009 | Particulars of a mortgage or charge / charge no: 18 | View PDF (3 pages) |
| 20 Aug 2009 | Particulars of a mortgage or charge / charge no: 14 | View PDF (3 pages) |
| 20 Aug 2009 | Particulars of a mortgage or charge / charge no: 19 | View PDF (3 pages) |
| 20 Aug 2009 | Particulars of a mortgage or charge / charge no: 15 | View PDF (3 pages) |
| 20 Aug 2009 | Particulars of a mortgage or charge / charge no: 16 | View PDF (3 pages) |

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| Date | Description | View / Download |
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| 20 Aug 2009 | Particulars of a mortgage or charge / charge no: 10 | View PDF (3 pages) |
| 20 Aug 2009 | Particulars of a mortgage or charge / charge no: 20 | View PDF (3 pages) |
| 20 Aug 2009 | Particulars of a mortgage or charge / charge no: 17 | View PDF (3 pages) |
| 20 Aug 2009 | Particulars of a mortgage or charge / charge no: 21 | View PDF (3 pages) |
| 20 Aug 2009 | Particulars of a mortgage or charge / charge no: 22 | View PDF (3 pages) |
| 20 Aug 2009 | Particulars of a mortgage or charge / charge no: 23 | View PDF (3 pages) |
| 20 Aug 2009 | Particulars of a mortgage or charge / charge no: 24 | View PDF (3 pages) |
| 20 Aug 2009 | Particulars of a mortgage or charge / charge no: 25 | View PDF (3 pages) |
| 18 May 2009 | Director's change of particulars / martin walsh / 14/03/2009 | View PDF (1 page) |
| 18 May 2009 | Director appointed goldstar international industries LIMITED | View PDF (1 page) |
| 18 May 2009 | Appointment terminated director suzan veale | View PDF (1 page) |
| 26 Jan 2009 | Return made up to 31/10/08; full list of members | View PDF (4 pages) |
| 08 Nov 2008 | Total exemption small company accounts made up to 31 December 2007 | View PDF (4 pages) |
| 19 May 2008 | Duplicate mortgage certificate charge no:2 | |
| 14 May 2008 | Particulars of a mortgage or charge / charge no: 3 | View PDF (3 pages) |
| 14 May 2008 | Particulars of a mortgage or charge / charge no: 4 | View PDF (3 pages) |
| 14 May 2008 | Particulars of a mortgage or charge / charge no: 5 | View PDF (3 pages) |
| 14 May 2008 | Particulars of a mortgage or charge / charge no: 2 | View PDF (3 pages) |
| 14 May 2008 | Particulars of a mortgage or charge / charge no: 6 | View PDF (3 pages) |
| 14 May 2008 | Particulars of a mortgage or charge / charge no: 7 | View PDF (3 pages) |
| 14 May 2008 | Particulars of a mortgage or charge / charge no: 8 | View PDF (3 pages) |
| 19 Dec 2007 | Return made up to 31/10/07; full list of members | View PDF (3 pages) |
| 20 Nov 2007 | Particulars of mortgage/charge | View PDF (3 pages) |
| 31 Aug 2007 | Total exemption small company accounts made up to 31 October 2006 | View PDF (3 pages) |
| 05 Jun 2007 | New director appointed | View PDF (1 page) |

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WHITE MID SLOAN LIMITED

Company number **05607552**

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| 10 Jan 2007 | Return made up to 31/10/06, full list of members | View PDF (2 pages) |
| 10 Jan 2007 | Location of debenture register | View PDF (1 page) |
| 10 Jan 2007 | Location of register of members | View PDF (1 page) |
| 10 Jan 2007 | Registered office changed on 10/01/07 from: 42 upper, berkeley street 4TH upper floor meriden house london W1H 5QJ | View PDF (1 page) |
| 09 Jan 2007 | Secretary resigned | View PDF (1 page) |
| 02 Nov 2006 | Accounting reference date extended from 31/10/07 to 31/12/07 | View PDF (1 page) |
| 09 Jan 2006 | New secretary appointed | View PDF (2 pages) |
| 30 Nov 2005 | Registered office changed on 30/11/05 from: c/o rm company services LIMITED inversion house wibury way, hitehin hertfordshire SG4 0TW | View PDF (1 page) |
| 30 Nov 2005 | New director appointed | View PDF (1 page) |
| 30 Nov 2005 | New secretary appointed | View PDF (1 page) |
| 30 Nov 2005 | New director appointed | View PDF (1 page) |
| 30 Nov 2005 | Director resigned | View PDF (1 page) |
| 30 Nov 2005 | Secretary resigned | View PDF (1 page) |
| 31 Oct 2005 | Incorporation | View PDF (14 pages) |

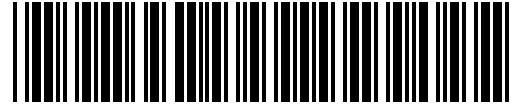
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Termination of a Director Appointment

Company Name: **White Mid Sloan Limited**

Company Number: **05607552**



Received for filing in Electronic Format on the: **04/03/2022**

XAZ1XB82

Termination Details

Date of termination: **04/03/2022**

Name: **MR RICHARD DAVID GIBB**

Authorisation

Authenticated

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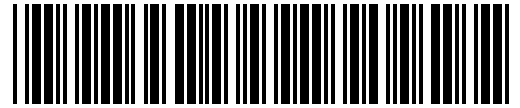
Director, Secretary, Person Authorised, Liquidator, Administrator, Administrative Receiver, Receiver, Receiver manager, Charity Commission Receiver and Manager, CIC Manager, Judicial Factor.



Change of Registered Office Address

Company Name: **White Mid Sloan Limited**

Company Number: **05607552**



Received for filing in Electronic Format on the: **04/03/2022**

XAZ1XA20

New Address Details

New Address: **22 MONTAGU MEWS SOUTH
LONDON
UNITED KINGDOM
W1H 7ES**

Please Note:

The change in the Registered Office does not take effect until the Registrar has registered this form. For 14 days, beginning with the date that a change of Registered Office is registered, a person may validly serve any documentation on the company at its previous Registered Office.

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Liquidator, Administrator, Administrative Receiver, Receiver, Receiver Manager, Charity Commission Receiver and Manager, CIC Manager, Judicial Factor.



**Notice of ceasing to be a person
with significant control (PSC)**

Company Name: **WHITE MID SLOAN LIMITED**

Company Number: **05607552**



Received for filing in Electronic Format on the: **05/03/2022**

XAZ4FQUW

Cessation Details

Date ceased: **01/01/2022**

Name: **SUZAN VEALE**

Register entry date

Register entry date **04/03/2022**

Authorisation

Authenticated

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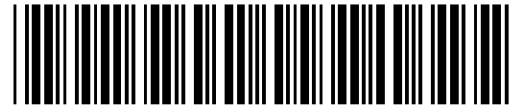
Director, Secretary, Person Authorised, Liquidator, Administrator, Administrative Receiver, Receiver, Receiver manager, Charity Commission Receiver and Manager, CIC Manager, Judicial Factor.



**Notice of Individual Person
with Significant Control**

Company Name: **WHITE MID SLOAN LIMITED**

Company Number: **05607552**



Received for filing in Electronic Format on the: **25/11/2021**

XAHZV7J7

Notification Details

Date that person became **01/11/2021**
registrable:

Name: **MS SUZAN VEALE**

Service address recorded as Company's registered office

Country/State Usually **ENGLAND**
Resident:

Date of Birth: ****/08/1951**

Nationality: **BRITISH**

Nature of control

The person has the right to exercise, or actually exercises, significant influence or control over the activities of a firm that, under the law by which it is governed, is not a legal person; and the members of that firm (in their capacity as such) have the right to appoint or remove, directly or indirectly, a majority of the board of directors of the company.

The person has the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company.

Register entry date

Register entry date **25/11/2021**

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Administrator, Administrative Receiver, Receiver, Receiver manager, Charity Commission Receiver and Manager, CIC Manager, Judicial Factor

Company Registration No. 05607552 (England and Wales)

WHITE MID SLOAN LIMITED
UNAUDITED FINANCIAL STATEMENTS
FOR THE YEAR ENDED 31 DECEMBER 2018
PAGES FOR FILING WITH REGISTRAR

WHITE MID SLOAN LIMITED

CONTENTS

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|-----------------------------------|-------|
| Balance sheet | 1 |
| Notes to the financial statements | 2 - 3 |

WHITE MID SLOAN LIMITED

BALANCE SHEET

AS AT 31 DECEMBER 2018

| | Notes | 2018 £ | £ | 2017 £ | £ |
|---|-------|------------------|-----------------|------------------|-----------------|
| Current assets | | | | | |
| Stocks | | 59,469 | | 56,969 | |
| Debtors | 2 | 82,171 | | 80,671 | |
| Cash at bank and in hand | | 11,099 | | 7,849 | |
| | | <u>152,739</u> | | <u>145,489</u> | |
| Creditors: amounts falling due within one year | | | | | |
| | 3 | <u>(244,952)</u> | | <u>(241,002)</u> | |
| Net current liabilities | | | <u>(92,213)</u> | | <u>(95,513)</u> |
| Capital and reserves | | | | | |
| Called up share capital | 4 | | 200 | | 200 |
| Profit and loss reserves | | | <u>(92,413)</u> | | <u>(95,713)</u> |
| Total equity | | | <u>(92,213)</u> | | <u>(95,513)</u> |

The director of the company has elected not to include a copy of the profit and loss account within the financial statements.

For the financial year ended 31 December 2018 the company was entitled to exemption from audit under section 477 of the Companies Act 2006 relating to small companies.

The director acknowledges her responsibilities for complying with the requirements of the Companies Act 2006 with respect to accounting records and the preparation of financial statements.

The members have not required the company to obtain an audit of its financial statements for the year in question in accordance with section 476.

These financial statements have been prepared and delivered in accordance with the provisions applicable to companies subject to the small companies regime.

The financial statements were approved by the board of directors and authorised for issue on 27 December 2019 and are signed on its behalf by:

Mrs E G Veale
Director

Company Registration No. 05607552

WHITE MID SLOAN LIMITED

NOTES TO THE FINANCIAL STATEMENTS

FOR THE YEAR ENDED 31 DECEMBER 2018

1 Accounting policies

Company information

White Mid Sloan Limited is a private company limited by shares incorporated in England and Wales. The registered office is Lower Ground Floor, 49 Blatchington Road, Hove, East Sussex, BN3 3YJ.

1.1 Accounting convention

These financial statements have been prepared in accordance with FRS 102 "The Financial Reporting Standard applicable in the UK and Republic of Ireland" ("FRS 102") and the requirements of the Companies Act 2006 as applicable to companies subject to the small companies regime. The disclosure requirements of section 1A of FRS 102 have been applied other than where additional disclosure is required to show a true and fair view.

The financial statements are prepared in sterling, which is the functional currency of the company. Monetary amounts in these financial statements are rounded to the nearest £.

The financial statements have been prepared under the historical cost convention. The principal accounting policies adopted are set out below.

1.2 Turnover

Turnover is recognised at the fair value of the consideration received or receivable for goods and services provided in the normal course of business, and is shown net of VAT and other sales related taxes.

Revenue from contracts for the provision of professional services is recognised by reference to the stage of completion when the stage of completion, costs incurred and costs to complete can be estimated reliably. Where the outcome cannot be estimated reliably, revenue is recognised only to the extent of the expenses recognised that it is probable will be recovered.

1.3 Stocks

Stocks are stated at the lower of cost and estimated selling price less costs to complete and sell. Cost comprises direct materials and, where applicable, direct labour costs and those overheads that have been incurred in bringing the stocks to their present location and condition.

At each reporting date, an assessment is made for impairment. Any excess of the carrying amount of stocks over its estimated selling price less costs to complete and sell is recognised as an impairment loss in profit or loss. Reversals of impairment losses are also recognised in profit or loss.

1.4 Cash and cash equivalents

Cash at bank and in hand are basic financial assets and include cash in hand and deposits held at call with banks.

1.5 Financial instruments

The company has elected to apply the provisions of Section 11 'Basic Financial Instruments' and Section 12 'Other Financial Instruments Issues' of FRS 102 to all of its financial instruments.

Financial instruments are recognised in the company's balance sheet when the company becomes party to the contractual provisions of the instrument.

Basic financial assets

Basic financial assets, which include debtors and cash and bank balances, are initially measured at transaction price including transaction costs and are subsequently carried at amortised cost using the effective interest method unless the arrangement constitutes a financing transaction, where the transaction is measured at the present value of the future receipts discounted at a market rate of interest. Financial assets classified as receivable within one year are not amortised.

WHITE MID SLOAN LIMITED

NOTES TO THE FINANCIAL STATEMENTS (CONTINUED)

FOR THE YEAR ENDED 31 DECEMBER 2018

1 Accounting policies

(Continued)

Classification of financial liabilities

Financial liabilities and equity instruments are classified according to the substance of the contractual arrangements entered into. An equity instrument is any contract that evidences a residual interest in the assets of the company after deducting all of its liabilities.

Basic financial liabilities

Basic financial liabilities, including creditors, bank loans, loans from fellow group companies and preference shares that are classified as debt, are initially recognised at transaction price unless the arrangement constitutes a financing transaction, where the debt instrument is measured at the present value of the future payments discounted at a market rate of interest. Financial liabilities classified as payable within one year are not amortised.

Trade creditors are obligations to pay for goods or services that have been acquired in the ordinary course of business from suppliers. Amounts payable are classified as current liabilities if payment is due within one year or less. If not, they are presented as non-current liabilities. Trade creditors are recognised initially at transaction price and subsequently measured at amortised cost using the effective interest method.

1.6 Equity instruments

Equity instruments issued by the company are recorded at the proceeds received, net of transaction costs.

Dividends payable on equity instruments are recognised as liabilities once they are no longer at the discretion of the company.

2 Debtors

| | 2018 | 2017 |
|---|---------------|---------------|
| | £ | £ |
| Amounts falling due within one year: | | |
| Trade debtors | 16,621 | 15,121 |
| Other debtors | 65,550 | 65,550 |
| | <u>82,171</u> | <u>80,671</u> |

3 Creditors: amounts falling due within one year

| | 2018 | 2017 |
|-----------------|----------------|----------------|
| | £ | £ |
| Other creditors | 244,952 | 241,002 |
| | <u>244,952</u> | <u>241,002</u> |

4 Called up share capital

| | 2018 | 2017 |
|---|------------|------------|
| | £ | £ |
| Ordinary share capital Issued and fully paid | | |
| 200 Ordinary of £1 each | 200 | 200 |
| | <u>200</u> | <u>200</u> |

This document was delivered using electronic communications and authenticated in accordance with the registrar's rules relating to electronic form, authentication and manner of delivery under section 1072 of the Companies Act 2006.



Termination of a Director Appointment

Company Name: **WHITE MID SLOAN LIMITED**

Company Number: **05607552**



Received for filing in Electronic Format on the: **10/07/2018**

X79X88EX

Termination Details

Date of termination: **10/07/2018**

Name: **MR MARTIN WALSH**

Authorisation

Authenticated

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Director, Secretary, Person Authorised, Liquidator, Administrator, Administrative Receiver, Receiver, Receiver manager, Charity Commission Receiver and Manager, CIC Manager, Judicial Factor.



Termination of a Director Appointment

Company Name: **WHITE MID SLOAN LIMITED**

Company Number: **05607552**



Received for filing in Electronic Format on the: **31/10/2016**

X5ISAAQX

Termination Details

Date of termination: **31/12/2015**

Name: **MS SARAH BLEACH**

Authorisation

Authenticated

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Companies House
— for the record —

AP01 (ef)

Appointment of Director



X2LYZEC0

Company Name: **WHITE MID SLOAN LIMITED**

Company Number: **05607552**

Received for filing in Electronic Format on the: **26/11/2013**

New Appointment Details

Date of Appointment: **01/01/2013**

Name: **MS SUZAN WALSH**

Consented to Act: **YES**

Service Address recorded as Company's registered office

Country/State Usually Resident: **ENGLAND**

Date of Birth: **21/08/1971**

Nationality: **BRITISH**

Occupation: **COMPANY DIRECTOR**

Former Names:

Authorisation

Authenticated

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Termination of a Director Appointment

Company Name: **WHITE MID SLOAN LIMITED**

Company Number: **05607552**



Received for filing in Electronic Format on the: **28/09/2015**

X4GVUW7E

Termination Details

Date of termination: **28/11/2013**

Name: **MS SUZAN WALSH**

Authorisation

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Companies House
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AP01 (ef)

Appointment of Director



X24KR6D6

Company Name: **WHITE MID SLOAN LIMITED**

Company Number: **05607552**

Received for filing in Electronic Format on the: **20/03/2013**

New Appointment Details

Date of Appointment: **01/01/2013**

Name: **MR MARTIN WALSH**

Consented to Act: **YES**

Service Address recorded as Company's registered office

Country/State Usually Resident: **HONG KONG**

Date of Birth: **23/07/1965**

Nationality: **BRITISH**

Occupation: **COMPANY DIRECTOR**

Former Names:

Authorisation

Authenticated

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Companies House
— for the record —

AP01 (ef)

Appointment of Director



X24NC3UI

Company Name: **WHITE MID SLOAN LIMITED**

Company Number: **05607552**

Received for filing in Electronic Format on the: **21/03/2013**

New Appointment Details

Date of Appointment: **01/01/2013**

Name: **MS SUSAN CAROL VEALE**

Consented to Act: **YES**

Service Address recorded as Company's registered office

Country/State Usually Resident: **ENGLAND**

Date of Birth: **22/08/1951**

Nationality: **BRITISH**

Occupation: **COMPANY DIRECTOR**

Former Names:

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Authenticated

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Companies House
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TM01 (ef)

**Termination of Appointment
of Director or Corporate Director**



X24KR480

Company Name: **WHITE MID SLOAN LIMITED**

Company Number: **05607552**

Received for filing in Electronic Format on the: **20/03/2013**

Resignation Details

Date of resignation: **01/01/2013**

Name: **SUZAN WALSH**

Authorisation

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TM01 (ef)

**Termination of Appointment
of Director or Corporate Director**



X2LYZCY3

Company Name: **WHITE MID SLOAN LIMITED**

Company Number: **05607552**

Received for filing in Electronic Format on the: **26/11/2013**

Resignation Details

Date of resignation: **01/01/2013**

Name: **MS SUSAN CAROL VEALE**

Authorisation

Authenticated

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Companies House
— for the record —

AP01 (ef)

Appointment of Director



X1AVNVRN

Company Name: **WHITE MID SLOAN LIMITED**

Company Number: **05607552**

Received for filing in Electronic Format on the: **11/06/2012**

New Appointment Details

Date of Appointment: **21/08/2011**

Name: **SUZAN WALSH**

Consented to Act: **YES**

Service Address recorded as Company's registered office

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **21/08/1971**

Nationality: **BRITISH**

Occupation: **LITIGATION EXECUTIVE**

Former Names:

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Companies House
— for the record —

TM01 (ef)

**Termination of Appointment
of Director or Corporate Director**



X4M2KPMK

Company Name: **WHITE MID SLOAN LIMITED**

Company Number: **05607552**

Received for filing in Electronic Format on the: **03/12/2010**

Resignation Details

Date of resignation: **01/12/2010**

Name: **MR MARTIN RICHARD WALSH**

Authorisation

Authenticated

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Companies House
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TM01 (ef)

**Termination of Appointment
of Director or Corporate Director**



XGF0ZTN7

Company Name: **WHITE MID SLOAN LIMITED**

Company Number: **05607552**

Received for filing in Electronic Format on the: **27/04/2011**

Resignation Details

Date of resignation: **01/10/2010**

Name: **MR ANDREW LOUIS HOWARD NEEDLEMAN**

Authorisation

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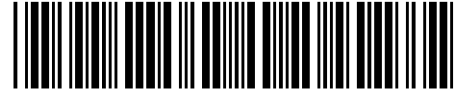
Director, Secretary, Person Authorised, Liquidator, Administrator, Administrative Receiver, Receiver, Receiver Manager, Charity Commission Receiver and Manager, CIC Manager, Judicial Factor.



Companies House
— for the record —

AP01 (ef)

Appointment of Director



XGEZJTNP

Company Name: **WHITE MID SLOAN LIMITED**

Company Number: **05607552**

Received for filing in Electronic Format on the: **27/04/2011**

New Appointment Details

Date of Appointment: **01/10/2010**

Name: **MS SARAH BLEACH**

Consented to Act: **YES**

Service Address recorded as Company's registered office

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **01/02/1972**

Nationality: **BRITISH**

Occupation: **COMPANY DIRECTOR**

Former Names:

Authorisation

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WHITE MID SLOAN LIMITED

Company number 05607552

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Overview

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Persons with significant control

Filter officers

Current officers

15 officers / 15 resignations

[NEEDLEMAN, Anrew Louis Howard](#)

Correspondence address

35 Hillside Gardens, Edgware, Middlesex, HA8 8HA

Role **RESIGNED**

Secretary

Appointed on

31 October 2005

Resigned on

1 October 2010

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VEALE, Suzan

Correspondence address

3 Matthew Parker Street, 23 Central Buildings, London, SW1H 9NE

Role **RESIGNED**

Secretary

Appointed on

2 November 2005

Resigned on

2 November 2005

RM REGISTRARS LIMITED

Correspondence address

Invision House, Wilbury Way, Hitchin, Hertfordshire, SG4 0TW

Role **RESIGNED**

Secretary

Appointed on

31 October 2005

Resigned on

31 October 2005

BLEACH, Sarah

Correspondence address

20-22, Wenlock Road, London, England, N17GU

Role **RESIGNED**

Director

Date of birth

February 1972

Appointed on

1 October 2010

Resigned on

31 December 2015

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Nationality
British

Country of residence
United Kingdom

Occupation
Company Director

GIBB, Richard David

Correspondence address

Lower Ground Floor, 49 Blatchington Road, Hove, East Sussex, United Kingdom, BN3 3YJ

| | | | | |
|----------|-----------------|----------------------|--------------------|---------------------|
| Role | RESIGNED | Date of birth | Appointed on | Resigned on |
| Director | | November 1959 | 31 May 2018 | 4 March 2022 |

| | | |
|----------------|----------------------|-------------------------|
| Nationality | Country of residence | Occupation |
| British | England | Company Director |

NEEDLEMAN, Andrew Louis Howard

Correspondence address

4th Floor, Meridien House, 42 Upper Berkeley Street, London, W1H 5QJ

| | | | | |
|----------|-----------------|------------------|------------------------|-----------------------|
| Role | RESIGNED | Date of birth | Appointed on | Resigned on |
| Director | | July 1949 | 2 November 2005 | 1 October 2010 |

| | | |
|----------------|----------------------|------------------|
| Nationality | Country of residence | Occupation |
| British | Uk | Solicitor |

VEALE, Edna Gertrude

Correspondence address

49 Lower Ground Floor, 49 Blatchington Road, Hove, England, BN3 3YJ

| | | | | |
|----------|-----------------|----------------------|-------------------------|------------------------|
| Role | RESIGNED | Date of birth | Appointed on | Resigned on |
| Director | | November 1928 | 28 November 2013 | 1 November 2021 |

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VEALE, Susan Carol

Correspondence address

145-157, St. John Street, London, United Kingdom, EC1V 4PW

| | | | | |
|-----------------|-----------------|-----------------------|-------------------------|-----------------------|
| Role | RESIGNED | Date of birth | Appointed on | Resigned on |
| Director | | August 1951 | 1 January 2013 | 1 January 2013 |
| Nationality | | Country of residence | Occupation | |
| British | | United Kingdom | Company Director | |

VEALE, Suzan

Correspondence address

3 Matthew Parker Street, 23 Central Buildings, London, SW1H 9NE

| | | | | |
|-----------------|-----------------|--------------------|------------------------|----------------------|
| Role | RESIGNED | Date of birth | Appointed on | Resigned on |
| Director | | August 1971 | 31 October 2005 | 14 March 2009 |
| Nationality | | Occupation | | |
| British | | Director | | |

WALSH, Martin

Correspondence address

49 Lower Ground Floor, 49 Blatchington Road, Hove, England, BN3 3YJ

| | | | | |
|-----------------|-----------------|------------------|-----------------------|---------------------|
| Role | RESIGNED | Date of birth | Appointed on | Resigned on |
| Director | | July 1965 | 1 January 2013 | 10 July 2018 |

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WALSH, Martin Richard

Correspondence address

Unit E 10th, Floor, Ho Lee Building 38- 44 D'Aguilar Street, Hong Kong, Prc

Role **RESIGNED**

Director

Date of birth

July 1965

Appointed on

31 October 2005

Resigned on

1 December 2010

Nationality

Irish

Country of residence

Prc

Occupation

Director

WALSH, Suzan

Correspondence address

145-157, St. John Street, London, United Kingdom, EC1V 4PW

Role **RESIGNED**

Director

Date of birth

August 1971

Appointed on

1 January 2013

Resigned on

28 November 2013

Nationality

British

Country of residence

England

Occupation

Company Director

WALSH, Suzan

Correspondence address

145-157, St. John Street, London, United Kingdom, EC1V 4PW

Role **RESIGNED**

Director

Date of birth

August 1971

Appointed on

21 August 2011

Resigned on

1 January 2013

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Nationality

British

Country of residence

United Kingdom

Occupation

Litigation Executive

WHITE MID SLOAN LIMITED

Company number **05607552**

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Charges

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Confirmation statements / Annual returns

Capital

Incorporation

Charges

Officers

| Date | Description | View / Download |
|-------------|---|-------------------------------------|
| 10 Jan 2007 | Return made up to 31/10/06; full list of members | View PDF (2 pages) |
| 10 Jan 2007 | Location of debenture register | View PDF (1 page) |
| 10 Jan 2007 | Location of register of members | View PDF (1 page) |
| 10 Jan 2007 | Registered office changed on 10/01/07 from: 42 upper, berkeley street 4TH upper floor meridian house london W1H 5QJ | View PDF (1 page) |
| 09 Jan 2007 | Secretary resigned | View PDF (1 page) |
| 02 Nov 2008 | Accounting reference date extended from 31/10/07 to 31/12/07 | View PDF (1 page) |
| 09 Jan 2006 | New secretary appointed | View PDF (2 pages) |
| 30 Nov 2005 | Registered office changed on 30/11/05 from: c/o rm company services LIMITED invision house wilbury way, hitehin hertfordshire SG4 0TW | View PDF (1 page) |
| 30 Nov 2005 | New director appointed | View PDF (1 page) |
| 30 Nov 2005 | New secretary appointed | View PDF (1 page) |
| 30 Nov 2005 | New director appointed | View PDF (1 page) |
| 30 Nov 2005 | Director resigned | View PDF (1 page) |
| 30 Nov 2005 | Secretary resigned | View PDF (1 page) |
| 31 Oct 2005 | Incorporation | View PDF (14 pages) |

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From: Suzan Walsh <suzanwalsh@sepulveda-asset.net>
To: "walsh@sepulveda-asset.net" <walsh@sepulveda-asset.net>
Sent: Thursday, September 23, 2010 at 08:40:22 PM GMT+7
Subject: You forgot to admit you like being driven Mad by me....xox

AFFIDAVIT OF SUZAN WALSH

I, SUZAN WALSH, MAKE OATH and say as follows:

2. Except where I have indicated otherwise the statements made in this Affidavit are from my own knowledge. Where statements made are matters of information or belief I have stated the source for any such matters of information or belief.
3. I refer to the bundle of documents marked “SW1” (“the exhibit”).
4. On the Order of Registrar Barber dated 15 September 2010 I gave my undertaking to file and serve on the Official Receiver no later than 4pm on 22 September 2010 an affidavit to confirm as follows:
 - 1.1. My name is Suzan Walsh, on the basis of the definition of “alias” being “a false name used to conceal one's identity; an assumed name:” I confirm there are no aliases currently used by me or used by me at any time in the past.
 - 1.2. My current residential address is 22 Montagu Mews South, London W1H 7ES and I have resided there since the beginning of February 2010. For my personal safety I would ask that this information is not put in the public domain.
 - 1.3. I exhibit at SW1 a copy of the tenancy agreement for the property detailed in 1.2 above.
 - 1.4. I have no personal connection with the premises known as 94 Rope Street, London SE16 7TF.
 - 1.5. I cannot recall the date I last visited 94 Rope Street and do not remember for what purpose that visit may have been made.
 - 1.6. I was not served personally with the bankruptcy petition presented herein on 26th June 2009.
 - 1.7. Prior to the hearing on Wednesday 15 September I have no recollection of ever becoming aware of the following Orders, nor have I seen them at the date of this Affidavit:
 - (a) the bankruptcy order dated 21st August 2009;
 - (b) the Order herein of 11th March 2010; and
 - (c) the Order herein of 23rd April 2010.



Intelligence UK International S.A 71-75 Shelton Street Covent Garden London WC2H 9JQ
T: +44 (0) 207 866 2401 E: intel@intjustice.com W: <https://intelligenceuk.com>

By email only: emma.atkinson@addleshawgoddard.com

Emma Atkinson
Addleshaw Goddard LLP
3 Sovereign Square
Sovereign Street
Leeds
LS1 4ER

Your reference: ADDGDD-LIVE.FID2825096

Dear Ms Atkinson,

31st January 2023

Further to your email to this firm on 24th January 2023 and Martin Walsh of Perseus Ventures Ltd sending you the authority letter as requested on 26 January 2023 we write to request further and better particulars in respect of the ongoing issue at 94 Rope Street.

We have numbered the paragraphs in our letter for ease in reference:

1. In this letter we refer to **EX-PERSEUS-2**, appended.
2. At page 1 of the exhibit, the email from your client dated 17 December 2019 at 09.33AM referred to him reporting the break in at 94 Rope Street in November 2019 by Suzan Carly Cohen (“**Cohen**”) and White Mid Sloan Ltd (“**WMS**”) to police.
3. Please provide us with the crime reference number, details of the investigating officer (including his collar number), the date and time of the crime report.
4. Please provide the exact date and time your client discovered that Cohen / WMS had broken into the property.
5. Please provide all communications between you / your client and police.

6. We refer to the offence of section 6 of the Criminal Law Act 1977; using violence to secure entry:

6 Violence for securing entry.

(1) Subject to the following provisions of this section, any person who, without lawful authority, uses or threatens violence for the purpose of securing entry into any premises for himself or for any other person is guilty of an offence, provided that —

(a) there is someone present on those premises at the time who is opposed to the entry which the violence is intended to secure; and

(b) the person using or threatening the violence knows that that is the case.

7. We are sure that you will agree that the actus reus of the offence was complete, and that therefore the police failed in their duty to investigate or to have apprehended the offenders.

8. On the balance of probabilities, had police exercised proper duties of police constable, the originating offence of forgery in respect of the lease would have been detected, as it would that Cohen was acting as a director under various aliases for WMS, and was bankrupt at the time she forged the lease in question, and that she never had any lawful right to access the property.

9. Cohen's interest in the property ceased by 2nd January 2007 when she received payment of £200,000 from Perseus Ventures Ltd purchasing her interest, of which, £168,308.73 was paid by Needleman Trion Solicitors to redeem her mortgage against 94 Rope Street.

10. The email at page 4 of the exhibit from your client of 12 November 2019 at 04.01PM refers to Cohen and WMS conducting major changes to the interior of the property, constituting criminal damage. We quote from your client's description:

"Changed some of the rooms around.

Garage to kitchen, kitchen and reception to beds"

11. Section 1(1) of the Criminal Damage Act 1971 is the offence of destroying or damaging any property belonging to another person, whether intentionally or recklessly, without lawful excuse. The offence originates from the forged lease between WMS and Perseus Ventures Ltd, the offence referred to at para. 4 above, and the offence of section 11(1) of the Company Directors Disqualification Act 1986 on 8 counts.

12. Did you, or your client report the offence of criminal damage? If so, please provide the crime reference, and the date and time you reported the offence along with details of the responses received from police.
13. There are charges registered against the titled of 94 Rope Street dated 18th November 2019. Please provide us with all the information held by your client in respect of his inquiries in relation to those charges entered by Bramsdon & Childs Solicitors, who purported to act for WMS and Cohen whilst she was bankrupt.
14. Please do not “cherry pick” the information in relation to this matter, please provide full disclosure of everything in your client’s possession in relation to it, including any contact made with Bramsdon and Childs by either you or your client.
15. Referring to page 5 of the exhibit, the email from you dated 2 December 2019 at 15.08PM denotes that you then had conduct over the matter.
16. Please provide all follow up emails you made to Bramsdon and Childs, WMS and Cohen in respect of 94 Rope Street and that chain of events.
17. In the 2014 / 15 proceedings instituted by Nigel Fox, Cohen’s Trustee in Bankruptcy, we have seen an affidavit by Cohen declaring that she had no interest in 94 Rope Street.
18. Please provide us with any information you may have (aside from the letter exhibited at page 7 of our 7-page exhibit, which may have been provided by Cohen or her representatives that may have led you to believe she had any genuine interest in 94 Rope Street. If you do not have this information, please explain what enquiries were carried out by your client to establish whether Cohen or WMS had any genuine interest in the property.
19. Please provide us with copies of each and all of the leases in respect of 94 Rope Street that are in either yours or your client’s possession.

Proceeds of crime:

20. There is estimated to be over £1 million in criminal property, being the sum of the fraudulently obtained rental income derived from the forged lease between WMS and Perseus Ventures Ltd.

21. Please confirm the date and the time you make the PoCA 2002 report to the National Crime Agency, or, if you did not make the report, please explain why you did not.

CPR Part 31.17 - Orders for disclosure against a person not a party

22. You will appreciate that disclosure of this information listed herein is required in furtherance of the ongoing possession proceeding brought by Perseus Ventures Ltd, and indeed further proceedings in respect of a private criminal prosecution and injunctive relief in the High Court.

23. You and your client are required to disclose all the information requires and to respond to this letter by the longstop of 4PM on Thursday 9 February 2023.

24. In the eventuality that we do not have the information required from you by the longstop date, it is the Claimant's intention to obtain an order compelling you to disclose the information required pursuant to CPR 31.17 without further notice to you.

Thank you very much and we look forward to hearing from you.

Yours faithfully,


John Baines

INTELLIGENCE UK INTERNATIONAL

IN THE CLARKENWELL & SHOREDITCH COUNTY COURT

PERSEUS VENTURES LTD

Claimant

And:

SUZAN CARYL COHEN / SUSAN CAROL VEALE

First Defendant

WHITE MID SLOAN LTD

Second Defendant

THE OCCUPIERS OF 94 ROPE STREET

Third Defendants

EX-PERSEUS-2

From: David Foskett <dfoskett@coppingjoyce.co.uk>
To: Martin Walsh <walsh@sepulveda-asset.net>
Sent: Tuesday, December 17, 2019 at 09:33:29 PM GMT+7
Subject: RE: 94 Rope Street, - sale

Hi Martin

Just to keep you in the picture.

We informed the Police, they are aware but unable to do anything until a possession order has been obtained.

We wrote to the bank after getting legal opinion from our lawyers.

The bank have now got to decide what to do, but have a moratorium on all legal action until the new year.

Our agent has been down to the property to arrange a structural survey on behalf of the buyers and told the tenants they are in their illegally, but the tenants won't let him in.

He has had threatening phone calls from a letting agent called Chris?

We wonder if this Chris knows that he has illegally let space, but we don't have a contact number for him.

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Have you heard of him?

The agent also has had a back off! call from a lady in Canada, presumably Suzane Veale?

This obviously is a headache for you and us. We are afraid that it looks like there will have to be a court case taken by the bank, which gives them far more chance of obtaining possession more quickly than by us as receivers.

Sorry to advise you of this as we were so close, but we will re visit next year and start proceedings.

Kind Regards

David Foskett MRICS FNARA RPR ACILEx | Joint LPA Receiver & Director
Copping Joyce Surveyors Limited
27 Phipp Street, LONDON. EC2A 4NP
M: 07770 755 850 | T: 020 7749 1049 | F: 020 7749 1042

dfoskett@cillp.co.uk | <http://www.coppingjoyce.co.uk>

Commercial Agency – Valuation – Landlord & Tenant – Development / Investment – LPA Recoveries – Expert Witness

From: Martin Walsh <walsh@sepulveda-asset.net>
Sent: 03 December 2019 09:48
To: David Foskett <dfoskett@coppingjoyce.co.uk>
Subject: Re: 94 Rope Street, - sale

Hi

Please ask for costs from the court if possible vrs her personally as she is acting without any mandate from the uk company. With the insanity of this evil woman am I covered if there is some mysterious fire in the building. please advise

tk

martin

On Tuesday, December 3, 2019, 03:25:24 PM GMT+7, David Foskett <dfoskett@coppingjoyce.co.uk> wrote:

Good morning

I think our lawyer may have this.

It has been reported to the police and they will attend when the possession order is granted.

Sent from my iPhone

On 3 Dec 2019, at 06:32, Martin Walsh <walsh@sepulveda-asset.net> wrote:

Good morning

This statement lays out the movement of ownership and was enough to make cohen/veale/walsh trustee to come to the conclusion that cvw has no interest in rope street. Breaking and entry is criminal damage and these lease that she has issued is fraud. The lawyers moon beaver once had her arrested for id fraud and a report needs to be filed with the police. please advise

----- Forwarded Message -----

From: Martin Walsh <walsh@sepulveda-asset.net>

To: David Foskett <dfoskett@coppingjoyce.co.uk>

Sent: Tuesday, August 27, 2019, 06:18:46 PM GMT+7

Subject: Fw: 94 Rope Street, - sale

----- Forwarded Message -----

From: Andrew Cameron <andrew.cameron@turbervilles.co.uk>

To: "walsh@sepulveda-asset.net" <walsh@sepulveda-asset.net>

Cc: "harrison@tenaxcapital.com" <harrison@tenaxcapital.com>

Sent: Sunday, November 15, 2015 10:43:49 PM +07

Subject: 94 Rope Street, - sale

From: David Foskett <dfoskett@coppingjoyce.co.uk>

To: Martin Walsh <walsh@sepulveda-asset.net>

Sent: Monday, December 2, 2019 at 04:15:27 PM GMT+7

Subject: Re: rope street [ADDGDD-Live.FID2825096]

Hi Martin

Still trying to get the landlords to grant licence to assign.

Just found out last week that Susan Walsh has issued a new lease on the property and its let again! I went down to confront the tenants and they wouldn't answer. Waiting for my lawyers advice on how quickly we can get them all out.

Sent from my iPhone

On 2 Dec 2019, at 08:29, Martin Walsh <walsh@sepulveda-asset.net> wrote:

can you please update me on the situation

On Tuesday, November 12, 2019, 04:01:29 PM GMT+7, David Foskett <dfoskett@coppingjoyce.co.uk> wrote:

Changed some of the rooms around.
Garage to kitchen, kitchen and reception to beds.
Also arrears of service charge and ground rent.
We agree with you, but we are in their hands time wise

Sent from my iPhone

On 12 Nov 2019, at 02:06, Martin Walsh <walsh@sepulveda-asset.net> wrote:

what are the breaches and as the new buyer will be putting right I can not see how they can block this sale.please advise

On Monday, November 11, 2019, 07:17:56 PM GMT+7, David Foskett <dfoskett@coppingjoyce.co.uk> wrote:

Hi Martin

Extract from lawyer.

In relation to the sale contract, there are a couple of contentious points which we are negotiating with the buyer's solicitor. I went back to them earlier today with a revised draft and I hope we have now reached a compromise. We are awaiting their comments on the transfer and I have chased for these.

The landlord has raised various breaches of the lease with the buyer's solicitor, particularly relating to the layout and use of the property. These of course concerned the buyer, however they are still willing to proceed subject to receiving confirmation from the landlord that they will give retrospective consent to the breaches. We are awaiting confirmation from the landlord that they will give this retrospective consent.

The documents themselves do not feel too far off being agreed, however we are in the hands of the landlord and awaiting their response.

Kind Regards

David Foskett MRICS FNARA RPR ACILEx | Joint LPA Receiver & Director
Copping Joyce Surveyors Limited
27 Phipp Street, LONDON. EC2A 4NP
M: 07770 755 850 | T: 020 7749 1049 | F: 020 7749 1042
dfoskett@cillp.co.uk | <http://www.coppingjoyce.co.uk>

To: Martin Walsh <walsh@sepulveda-asset.net>
Sent: Monday, December 2, 2019 at 10:19:16 PM GMT+7
Subject: FW: 94 Rope Street [ADDGDD-Live.FID2825096]

fyi

Kind Regards

David Foskett MRICS FNARA RPR ACILEx | Joint LPA Receiver & Director
Copping Joyce Surveyors Limited
27 Phipp Street, LONDON. EC2A 4NP
M: 07770 755 850 | T: 020 7749 1049 | F: 020 7749 1042
dfoskett@cillp.co.uk | <http://www.coppingjoyce.co.uk>

Commercial Agency – Valuation – Landlord & Tenant – Development / Investment – LPA Recoveries – Expert Witness

From: Atkinson, Emma <Emma.Atkinson@addleshawgoddard.com>
Sent: 02 December 2019 15:08
To: David Foskett <dfoskett@coppingjoyce.co.uk>
Subject: 94 Rope Street [ADDGDD-Live.FID2825096]

David,

As discussed, please see below and attached from White Mid Sloan Limited / Susan Veale.

I will try to make contact with the solicitors this afternoon.

Kind regards,

Emma

Emma Atkinson
Associate

Addleshaw Goddard LLP

Tel +44 (0)113 209 4905
Mob +44 (0)7912 395670

[View our office locations](#)

From: riseterry@aol.com [<mailto:riseterry@aol.com>]

Sent: 01 December 2019 22:48

To: Atkinson, Emma <Emma.Atkinson@addleshawgoddard.com>

Subject: Fwd: Fwd: Fwd: WMs to Addlesshawgoddard 28 November 2019 - Your ref 339727ATKIE.pdf

-----Original Message-----

From: riseterry <riseterry@aol.com>

To: emm.atkinson <emm.atkinson@addieshawgoddard.com>

Sent: Sun, Dec 1, 2019 08:16 PM

Subject: Fwd: WMs to Addlesshawgoddard 28 November 2019 - Your ref 339727ATKIE.pdf

Dear Sir or Madem

I am forwarding this document to you regarding

94 Rope street

SE 16 7TF.

We will not be vacating the property on the 2ed December ..

So please for future dialogue or correspondents contact our solicitors .

Andrew Rafferty

141 Elm Grove ,Southsea,

Hampshire , PO5 1 HR

Thank you

White Mid Sloan

Sent from my iPhone

Your ref 339727/ATKIE

1 message

WM S <whitemidsloan@gmail.com>
To: emma.atkinson@addleshawgoddard.com
Bcc: walshsuzan@gmail.com

28 November 2019 at 07:24

94 Rope Street

We have a legal tenancy agreement for this property and we are entitled to occupy the property and to sub-let. Our tenants have passed us your letter of 18th November which is completely inaccurate and misleading to our tenants

The owner of the equitable interest in this property has no borrowing whatsoever and therefore no Receiver could be appointed for a borrowing that simply doesn't exist against the equitable interest of the property.

This property was purchased as a new build in 1990 by a former director, of the company, and we are advised that there was a small mortgage at one stage which was redeemed in full over ten years ago. The equitable interest in the property is still owned by the person who purchased the property in 1990, at no time have they disposed of their equitable interest

We should be obliged if you would kindly confirm that you have withdrawn your accusations.

We have now instructed solicitors to act in this matter and would remind you of the SRA IB(11.4) ensuring that you do not communicate with another party when you are aware that the other party has retained a lawyer in a matter

We will, of course, require you to reimburse us for any legal fees incurred.



TAB 4: PAGES: 120 - 122



Our reference ATKIE/339727-7

16 August 2023

- (1) Mr Martin Walsh; and
- (2) Intelligence UK International

BY EMAIL ONLY TO: Walsh@sepulveda-asset.net

Dear Mr Walsh

Our clients: (i) Barclays Bank UK PLC and (ii) David Foskett and Richard Alford of Copping Joyce Surveyors as joint fixed charge receivers of the Property
Property: Leasehold property known as 94 Rope Street, London SE16 7TF

We act on behalf of Barclays Bank UK PLC (**Bank**) and David Foskett and Richard Alford (both of Copping Joyce Surveyors) (**Receivers**) as joint fixed charge receivers of the leasehold property known as 94 Rope Street, London SE16 7TF (**Property**).

We refer to the letter dated 31 January 2023 and the emails dated 9 August 2023 and 14 August 2023, each from Intelligence UK International.

Background

On 22 December 2006, you granted a legal charge (**Legal Charge**) over the Property in favour of the Bank. The Legal Charge secured your obligations under a personal guarantee dated 9 December 2011 granted by you in favour of the Bank (**Personal Guarantee**). Under the Personal Guarantee, you guaranteed the repayment of Perseus Ventures Limited's (**Borrower**) obligations to the Bank in connection with a term loan facility of £600,000 (**Facility**).

The Borrower failed to make repayment of the Facility as required and the Bank subsequently demanded repayment of the Facility.

On 14 March 2018, the Receivers were appointed as joint fixed charge Receivers over the Property by the Bank.

Following the Receivers' appointment to November 2019, the Receivers attempted to sell the Property on a number of occasions. Due to a unilateral notice registered against the Property's title at the HM Land Registry in favour of White Mid Sloan Limited (**Unilateral Notice**), the prospective buyers of the Property decided to withdraw from the sale.

We discussed the removal of the Unilateral Notice from the Property's title with the Land Registry. We were advised that following receipt of an application to remove the Unilateral Notice, the Registrar would notify White Mid Sloan Limited and invite the beneficiary to approve or object to the removal. At the same time, we were in correspondence with Bramsdon and Childs solicitors acting on behalf of White Mid Sloan Limited. Unfortunately, Bramsdon and Childs declined to remove the Unilateral Notice as they stated that their client had an interest in the Property.

10-74774166-2339727-7

Addleshaw Goddard LLP, 3 Sovereign Square, Sovereign Street, Leeds LS1 4ER
Tel +44 (0)113 209 2000 Fax +44 (0)113 209 2060 DX 12004 Leeds
www.addleshawgoddard.com

Addleshaw Goddard LLP is a limited liability partnership registered in England and Wales (with registered number OC318149) and is authorised and regulated by the Solicitors Regulation Authority (with authorisation number 440721) and the Law Society of Scotland. A list of members is open to inspection at our registered office, 11th Floor, 60 Chiswell Street, London EC1Y 4AG. The term partner refers to any individual who is a member of any Addleshaw Goddard entity or association or an employee or consultant with equivalent standing based on their experience and/or qualifications.

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(1)
(2)

Mr Martin Walsh; and
Intelligence UK International
16 August 2023

Unauthorised occupation of the Property

On 15 November 2019, the Receivers were notified by the landlord that the Property was occupied by various residential occupiers (**Occupiers**). The Occupiers were residing in the Property without the Receivers' consent. So far as the Receivers are aware, the Occupiers remain in occupation of the Property.

On Monday 18 November 2019, we prepared a letter on behalf of the Receivers to the Occupiers advising that they were in occupation without the Receivers' consent and requesting that they vacate the Property by 12pm on Monday 2 December 2019. Unfortunately the Occupiers did not vacate the Property as requested.

We are instructed that the letter to the Occupiers dated 18 November 2019 was taped to the front door of the Property and a copy posted through the letterbox. Unfortunately the Occupiers did not vacate the Property as requested and we understand they remain in occupation.

The Receivers are aware that the locks to the Property were changed without their consent, however the Receivers are unable to confirm who authorised the changing of the locks and the Occupiers' entry into the Property.

Due to the Occupiers being residential occupiers, the Receivers are unable to re-take possession of the Property and change the locks without an Order for Possession granted by the Court.

The Receivers reported the changing of the locks and the Occupiers' unauthorised occupation of the Property to the Metropolitan Police on 2 December 2019. David Foskett spoke with PC David Morgan. PC Morgan advised that no action could be taken without a possession order.

Receivers' powers

The Receivers have been appointed by the Bank with powers, amongst other things, to manage, take possession of and sell the Property.

Whilst the Receivers remain in office, your powers and any powers of the Borrower, to manage, deal with or dispose of the Property are suspended. This includes yours and the Borrower's ability to bring possession proceedings against the Occupiers.

At paragraph 22 of the letter dated 31 January 2023 from Intelligence UK International, reference is made to "ongoing possession proceeding brought by Perseus Ventures Ltd".

In the emails dated 9 August 2023, you confirmed that an Order for Possession was granted in respect of the Property on 26 July 2023 and that you would provide a sealed copy of the Order to us when received from the Court. You further confirmed that the Property will be placed on the market for sale. We have not yet received a copy of the sealed Possession Order.

In your email dated 14 August 2023 sent to David Foskett, you have confirmed that the Borrower has obtained possession of the Property and the locks have been changed.

Please be advised that any possession action has been taken without the Receivers' authority and consent.

Next steps

Please provide copies of all applications, correspondence and orders relating to the possession proceedings that have been issued by the Borrower. **Please provide such documentation within seven days of this letter.**

Whilst the Receivers remain in office as joint fixed charge receivers over the Property, no further action should be taken in respect of the Property by you, the Borrower and/or Intelligence UK International, whether that be in connection with taking possession of the Property and/or placing it on the market for sale.

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(1)
(2)

Mr Martin Walsh; and
Intelligence UK International
16 August 2023

Allegations against Addleshaw Goddard LLP, Ms Emma Atkinson, the Bank and the Receivers

For the avoidance of doubt, all allegations made against Addleshaw Goddard LLP, Ms Emma Atkinson, the Bank and the Receivers are denied and will be robustly defended, should a claim be pursued.

You have requested details of the insurers of Addleshaw Goddard LLP. Our insurance details are as follows:

Insurer: Aviva Insurance Limited, 18th Floor St Helen's, 1 Undershaft, London EC3P 3DQ
Policy Number: FINPL2350067
Claims Handler: Gareth Robinson

We look forward to receiving all documents relating to the possession proceedings and the sealed Order for Possession by 4pm on 23 August 2023.

Yours sincerely

Addleshaw Goddard

Addleshaw Goddard LLP

Direct line +44 (0)113 209 4905
Email emma.atkinson@addleshawgoddard.com

EX-Emailchain_29_04_2022

From: David Foskett <dfoskett@coppingjoyce.co.uk>
To: Martin Walsh <walsh@sepulveda-asset.net>
Sent: Friday, **April 29, 2022 at 04:44**:27 PM GMT+7
Subject: FW: [94 Rope Street London SE16 7TF](#) Subject to contract. [ADDGDD-LIVE.FID2825096]

Hi

Lawyers not dealing with getting vp only.

All that is something between you and her,

See contact for the leasing co.

Kind Regards

David Foskett MRICS FNARA RPR ACILEx | Joint LPA Receiver & Director
Copping Joyce Surveyors Limited
28-30 Worship Street, LONDON. EC2A 2AH
M: 07770 755 850 | T: 020 7749 1049 | F: 020 7749 1042

dfoskett@cjllp.co.uk | <http://www.coppingjoyce.co.uk>

Commercial Agency – Valuation – Landlord & Tenant – Development / Investment – LPA Recoveries – Expert Witness

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From: Mohsin Kothia <mohsin@naccs.co.uk>
Sent: 14 November 2018 17:04
To: Mehfooz Khankhara <mk@riverstonesolicitors.co.uk>
Cc: David Foskett <dfoskett@coppingjoyce.co.uk>
Subject: Re: 94 Rope Street London SE16 7TF Subject to contract. [ADDGDD-LIVE.FID2825096]

Dear All

My lender (bridging company) whom have never refused me in the past have sent they're surveyor and valued the property for 500K which some what shocking and surprising but given this fact I am walking away and with no return I'm only willing to go ahead at 500K which I understand is ridiculous so I hope you all the best in public auction sale

Mehfooz please return me the exchange funds I can not exchange on something and struggle to complete

Many thanks

Sent from my iPhone

On 13 Nov 2018, at 14:32, Mehfooz Khankhara <mk@riverstonesolicitors.co.uk> wrote:

Regards,

Mehfooz Khankhara

Partner

Riverstone Solicitors

840 High Road, Leyton, London E10 6AE

T: 020 3500 1485

F: 020 3002 7244

E: mk@riverstonesolicitors.co.uk

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From: Atkinson, Emma <Emma.Atkinson@addleshawgoddard.com>
Sent: 13 November 2018 13:55
To: Mehfooz Khankhara <mk@riverstonesolicitors.co.uk>
Cc: Duffy, John <John.Duffy@addleshawgoddard.com>
Subject: RE: 94 Rope Street London SE16 7TF Subject to contract. [ADDGDD-LIVE.FID2825096]

Mehfooz,

Thank you for the update, I have advised the Receivers.

I understand that you do not have the full deposit monies and the buyer has asked that a 5% deposit be approved. The Receivers require a 10% deposit, therefore I would be grateful if you could ask the buyer to put you in funds for any additional amount which may be needed.

I look forward to hearing from you early tomorrow and hopefully we can get the contract agreed and signed.

Kind regards,

Emma

Emma Atkinson
Associate
for Addleshaw Goddard LLP

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Mobile: +44 (0)7912 395670
Fax: +44 (0)113 209 2060
Office Locations: <http://www.addleshawgoddard.com/contactus>

From: Mehfooz Khankhara [mailto:mk@riverstonesolicitors.co.uk]
Sent: 13 November 2018 12:42
To: Atkinson, Emma <Emma.Atkinson@addleshawgoddard.com>
Cc: Duffy, John <John.Duffy@addleshawgoddard.com>; Mohsin Kothia <mohsin@naccs.co.uk>
Subject: RE: 94 Rope Street London SE16 7TF Subject to contract. [ADDGDD-LIVE.FID2825096]

Emma,

Thank you for your email. I was in and out of the office yesterday and am now catching up with my emails.

My client is happy to proceed with the reduced price of £725k and I have funds to exchange however I need to review the last few emails so we can agree the contract.

I have a client meeting this afternoon and may not be able to come back to you today however I will endeavour to get back to by tomorrow morning with the aim of exchanging either tomorrow or Thursday at the latest (as I will need to arrange execution of the contract/tr2 once this is finalised).

Regards,

Mehfooz Khankhara

Partner

From: Atkinson, Emma <Emma.Atkinson@addleshawgoddard.com>
Sent: 13 November 2018 12:29
To: Mehfooz Khankhara <mk@riverstonesolicitors.co.uk>
Cc: Duffy, John <John.Duffy@addleshawgoddard.com>
Subject: RE: 94 Rope Street London SE16 7TF Subject to contract. [ADDGDD-LIVE.FID2825096]
Importance: High

Mehfooz,

Further to my email below, please could you confirm whether the documents are agreed so that I can prepare execution versions?

The Receivers intend to exchange contracts today, therefore please confirm by return.

Kind regards,

Emma

Emma Atkinson
Associate
for Addleshaw Goddard LLP

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Fax: +44 (0)113 209 2060
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From: Atkinson, Emma
Sent: 12 November 2018 14:20
To: 'Mehfooz Khankhara' <mk@riverstonesolicitors.co.uk>
Cc: Duffy, John <John.Duffy@addleshawgoddard.com>
Subject: RE: 94 Rope Street London SE16 7TF Subject to contract. [ADDGDD-Live.FID2825096]

Mehfooz,

Further to our call on Thursday of last week, I am instructed by the Receivers that a revised price of £725,000 has been agreed with the buyer.

To enable us to exchange contracts tomorrow, please could you advise of any further enquiries you may have and whether the documents are now agreed?

Kind regards,

Emma

Emma Atkinson
Associate
for Addleshaw Goddard LLP

DDI: +44 (0)113 209 4905
Mobile: +44 (0)7912 395670

From: Mehfooz Khankhara [<mailto:mk@riverstonesolicitors.co.uk>]
Sent: 07 November 2018 17:46
To: Atkinson, Emma <Emma.Atkinson@addleshawgoddard.com>
Cc: Duffy, John <John.Duffy@addleshawgoddard.com>; David Foskett <dfoskett@coppingjoyce.co.uk>;
Mohsin Kothia <mohsin@naccs.co.uk>
Subject: RE: [94 Rope Street London SE16 7TF](#) Subject to contract. [ADDGDD-Live.FID2825096]

Dear Sirs,

Having reported to my client on the various issues my client has great concerns in relation to the permitted user in the Lease.

The current use of the property (although this is without any express planning consent my client is prepared to take a view on this) is as a HMO and my client had valued this investment accordingly. However given that the Lease restricts this use the property value would be based on a 4-bedroom residential house and not as a commercial HMO. My client has made enquiries with the management company (on an anonymous basis) and is of the opinion that the Landlord/Freeholders are unlikely to give consent to a change of use.

Having also sought professional advice from local agents my client has received valuations far lower than the price agreed and therefore would only be willing to proceed if the price was reduced to reflect the true value of the property as a residential house.

With this in mind, my client is prepared to proceed at a reduced offer of £640,000.00. As per my previous emails, my client has reserved funds for this acquisition and is ready to proceed relatively quickly if the price reduction is agreed.

I look forward to hearing from you.

Regards,

Mehfooz Khankhara

Partner

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E: mk@riverstonesolicitors.co.uk

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From: Atkinson, Emma <Emma.Atkinson@addleshawgoddard.com>
Sent: 05 November 2018 15:00
To: Mehfooz Khankhara <mk@riverstonesolicitors.co.uk>
Cc: Duffy, John <John.Duffy@addleshawgoddard.com>
Subject: RE: 94 Rope Street London SE16 7TF Subject to contract. [ADDGDD-Live.FID2825096]

Mehfooz,

Thank you for the update – please let me know if you have any further enquiries and we will look into these asap.

Kind regards,

Emma

Emma Atkinson
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for Addleshaw Goddard LLP

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From: Mehfooz Khankhara [<mailto:mk@riverstonesolicitors.co.uk>]
Sent: 05 November 2018 14:56
To: Atkinson, Emma <Emma.Atkinson@addleshawgoddard.com>
Cc: Duffy, John <John.Duffy@addleshawgoddard.com>; mohsin@naccs.co.uk
Subject: RE: 94 Rope Street London SE16 7TF Subject to contract. [ADDGDD-Live.FID2825096]

Emma,

Following my report to my client I have this morning heard back from the client director.

I am in the process of reviewing his comments and will revert shortly.

Regards,

Mehfooz Khankhara

Partner

Riverstone Solicitors

From: Atkinson, Emma <Emma.Atkinson@addleshawgoddard.com>
Sent: 05 November 2018 14:49
To: Mehfooz Khankhara <mk@riverstonesolicitors.co.uk>
Cc: Duffy, John <John.Duffy@addleshawgoddard.com>
Subject: RE: 94 Rope Street London SE16 7TF Subject to contract. [ADDGDD-Live.FID2825096]

Mehfooz,

Further to my email below, please could you confirm the documents are agreed so that I can prepare execution versions?

Kind regards,

Emma

Emma Atkinson
Associate
for Addleshaw Goddard LLP

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From: Atkinson, Emma
Sent: 31 October 2018 10:25
To: 'Mehfooz Khankhara' <mk@riverstonesolicitors.co.uk>
Cc: Duffy, John <John.Duffy@addleshawgoddard.com>
Subject: RE: 94 Rope Street London SE16 7TF Subject to contract. [ADDGDD-Live.FID2825096]

Mehfooz,

I now have instructions from the Receivers.

1. Contract
 - a. Additional apportionments – The Receivers have confirmed there are no additional outgoing which need to be apportioned at completion.
 - b. I have slightly amended clause 16 of the sale contract (clean copy and comparison attached). You will see that the drafting now provides for payment of the anticipated mesne profits at exchange of contracts, plus any additional apportionment which may be needed if actual completion does not occur on the contractual completion date.
2. Service charge and ground rent – The Receivers have confirmed they are happy to apportion the ground rent and service charge arrears at completion.
3. Mesne profits arrears – The Receivers have advised that LWSL have not made the payments for their use and occupation of the property which became due on 14 September and 14 October 2018. The required mesne profits payments are £5,500/month, therefore LWSL are currently £11,000 in arrears and the next payment will

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become due on 14 November 2018. Please could you ask LWSL or your client to make payment of the arrears asap? Any outstanding arrears will be covered in the payment due at completion under clause 16.8 of the contract.

We will prepare a completion statement closer to the actual completion date to deal with the adjustments to the completion monies due from the buyer.

I believe that now covers all of your outstanding enquiries. The Receivers would like to move to engrossments and exchange of contracts this week. Please could you confirm whether the sale contract and transfer are now agreed and I will prepare execution versions?

Please could you also confirm whether your client will be in a position to exchange contracts this week?

Kind regards,

Emma

Emma Atkinson

Associate
for Addleshaw Goddard LLP

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From: Atkinson, Emma

Sent: 26 October 2018 09:56

To: 'Mehfooz Khankhara' <mk@riverstonesolicitors.co.uk>

Cc: Duffy, John <John.Duffy@addleshawgoddard.com>

Subject: RE: [94 Rope Street London SE16 7TF](#) Subject to contract. [ADDGDD-Live.FID2825096]

Mehfooz,

Thank you for your comments and with apologies for the delayed reply. In response to your enquiries below:

1. Contract

- a. I am checking with the Receivers what (if any) additional outgoings may need to be apportioned at completion. I will revert asap.
- b. Clause 16.4 deals with the mesne profits being due from the buyer and the calculation of the apportionment. Clause 17 creates the obligation on the buyer to actually pay the mesne profits at completion. In any event, I have amended clause 16 as shown in the attached revised version of the sale contract (together with a DV against the version dated 15/10). If you have an issue with the reference in the contract to the occupation of the property by the Buyer, please explain the corporate relationship between LWSL and the buying entity and I can include some appropriate drafting.

2. LWSL deposit – Please can you advise who the rent deposit payment of £7,000 was paid to and when this was paid?

3. Service charge / ground rent – I have asked the Receivers to confirm and will revert asap.

4. STF – We will arrange for a signed stock transfer form to be provided to you at completion. The stock transfer form will be signed by Martin Walsh – Mr Walsh has advised the Receivers that he is the sole shareholder of Perseus Ventures Limited. We can include this document within our completion undertaking – a draft will be provided when we are closer to completion.

5. POA – We are unable to provide a certified copy of the Barclays' POA as we do not have an original in order to certify this. As previously mentioned, we understand that Barclays have filed the POAs with the Land Registry which should negate the need for a certified copy. We will of course assist with any Land Registry requisitions relating to the appointment of the Receivers and the Form TR2 signed by Barclays in so far as we are able to do so. Please be advised that we only act on behalf of the Receivers in this matter. Mark Goward of Dentons acts on behalf of Barclays and I can provide his details in due course for the purposes of the AP1.

Kind regards,

Emma

Emma Atkinson

Associate
for Addleshaw Goddard LLP

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Office Locations: <http://www.addleshawgoddard.com/contactus>

From: Mehfooz Khankhara [<mailto:mk@riverstonesolicitors.co.uk>]
Sent: 18 October 2018 17:46
To: Atkinson, Emma <Emma.Atkinson@addleshawgoddard.com>
Cc: Duffy, John <John.Duffy@addleshawgoddard.com>; mohsin@naccs.co.uk
Subject: RE: 94 Rope Street London SE16 7TF Subject to contract. [ADDGDD-LIVE.FID2825096]

Dear Sirs,

Thank you for your email. I comment on the outstanding points as follows:

1. CONTRACT
 - a. We refer to clause 16.1 which requires any outgoings paid by the Seller/Receiver for a period either before or after to be apportioned. Please confirm if there are any such payments
 - b. Clause 16.4 and 17.1 deal with the same apportionments and are repetitive, we suggest clause 17.1 is deleted. As you may be aware, the Buyer does not occupy the Property but does recognise the occupation of LWSL and is agreeable to paying the mesne profits as set out in clause 16.5. As the rent up to 14 September has been paid, we require the clause to be more specific an refer to mesne profits from 14th September to the Actual Completion Date.
2. LWSL Deposit – we are instructed that a rent deposit of £7k was paid. Please confirm this will be apportioned on completion;
3. SERVICE CHARGE/GROUND RENT – we refer to the attached service charge statement. Please confirm this will also be apportioned on completion;

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4. STOCK TRANSFER – Please confirm your undertaking to provide us with the signed Stock Transfer from Perseus Ventures Limited to the Buyer on completion (the consideration to be a peppercorn). Alternatively, this must be a condition of the contract;
5. POWER OF ATTORNERY – we will require a certified copy of the Power of Attorney or your undertaking to provide the same if required by the Land Registry. We also require your confirmation that you act for this person(s) to allow us to complete the AP1.

We look forward to hearing from you.

Regards,

Mehfooz Khankhara

Partner

Riverstone Solicitors

840 High Road, Leyton, London E10 6AE

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E: mk@riverstonesolicitors.co.uk

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From: Atkinson, Emma <Emma.Atkinson@addleshawgoddard.com>
Sent: 16 October 2018 16:33
To: Mehfooz Khankhara <mk@riverstonesolicitors.co.uk>
Cc: Duffy, John <John.Duffy@addleshawgoddard.com>
Subject: RE: 94 Rope Street London SE16 7TF Subject to contract. [ADDGDD-LIVE.FID2825096]

Mehfooz,

We haven't requested the management pack from Swedish Quays. As this is a sale by Receivers, this is not something we get involved with.

Your client's connected company is also the tenant in situ, therefore I suspect they may have some knowledge of the property and its management generally.

Kind regards,

Emma

Emma Atkinson
Associate
for Addleshaw Goddard LLP

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From: Mehfooz Khankhara [<mailto:mk@riverstonesolicitors.co.uk>]
Sent: 16 October 2018 16:05
To: Atkinson, Emma <Emma.Atkinson@addleshawgoddard.com>
Cc: Duffy, John <John.Duffy@addleshawgoddard.com>; mohsin@naccs.co.uk
Subject: RE: 94 Rope Street London SE16 7TF Subject to contract. [ADDGDD-LIVE.FID2825096]

Thank you for your emails.

Please confirm whether you have requested the usual management sale pack from Swedish Quays?

Regards,

Mehfooz Khankhara

Partner

Riverstone Solicitors

840 High Road, Leyton, London E10 6AE

From: Atkinson, Emma <Emma.Atkinson@addleshawgoddard.com>
Sent: 16 October 2018 16:02
To: Mehfooz Khankhara <mk@riverstonesolicitors.co.uk>
Cc: Duffy, John <John.Duffy@addleshawgoddard.com>
Subject: RE: 94 Rope Street London SE16 7TF Subject to contract. [ADDGDD-LIVE.FID2825096]

Mehfooz,

Further to my email below, the Receivers have spoken with Mr Martin Walsh. He advises that the shares are registered to Perseus Ventures Limited and he is the sole shareholder. He has confirmed that he will execute a stock transfer form to transfer the shares in the management company.

We have been advised that the management company is Swedish Quays (Freehold) Limited.

Kind regards,

Emma

Emma Atkinson
Associate
for Addleshaw Goddard LLP

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From: Atkinson, Emma
Sent: 15 October 2018 16:19
To: 'mk@riverstonesolicitors.co.uk' <mk@riverstonesolicitors.co.uk>
Cc: Duffy, John <John.Duffy@addleshawgoddard.com>
Subject: 94 Rope Street London SE16 7TF Subject to contract. [ADDGDD-Live.FID2825096]

Mehfooz,

I am assisting John with the sale of 94 Rope Street on behalf of the Receivers.

Please find attached an updated version of the sale contract and transfer, showing the amendments against the previous version which John circulated to you on 2 October 2018. Please see our comments on your points below, in the same order in which they were raised.

Sale contract

- a. The documents have been amended to reflect the Newco buyer.
- b. The Receivers currently have insurance for the property and the buyer is required to obtain insurance from the date of exchange of contracts.
- c. The Receivers advise that they have received three months' mesne profits prior to September, however LWSL has missed the monthly payment from 14 September 2018. Therefore, the drafting in clause 16 and 17 shall remain.
- d. Please see response to (c) above.

- e. Clause 23 has been amended to reflect that the buyer is not permitted to register either an agreed notice or a unilateral notice.

Form TR2

- a. The transfer has been updated accordingly.
- b. Due to the Bank's regulatory ring-fencing requirements, it has transferred some of its security intra-group. This reorganisation took place in April 2018. Therefore, although Barclays Bank PLC was the appointing lender, the benefit of the security has since transferred to Barclays Bank UK PLC and the title register has been updated to reflect this. Barclays Bank UK PLC will therefore execute the TR2 transfer in due course.
- c. Please see point (b) above and the attached updated transfer.
- d. We did not deal with the appointment of the Receivers, however the Receivers do hold the originals and will send these onto us to prepare certified copies in due course. As the transfer of the property will be by TR2, you will not be required to provide certified copies of the appointment documents to the Land Registry when registering the transfer to your client.
- e. We can provide you with a copy of the Power of Attorney under which the TR2 will be executed in due course. We have been advised that the originals have been filed with the Land Registry, therefore certified copies are not required (and so far as we are aware, have not been requested by the Land Registry on previous transactions where there has been a TR2).

Lease

- a. The Receivers have not been made aware of any breach of the terms of the lease.
- b. The Receivers have not had any dealings with the landlord and have not received any ground rent or service charge demands or statements. The Receivers are not aware of any major works having been undertaken at the property, save for any works which have been undertaken by Live Work Study Limited themselves.
- c. The Receivers are not aware who currently owns or is the registered proprietor of the shares in the management company. The Receivers will pick up this point with Mr Walsh.

Third party interest – Our view is that the transfer of the property by Form TR2 overreaches all interests in the property.

Kind regards,

Emma

Emma Atkinson

Associate
for Addleshaw Goddard LLP

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From: Mehfooz Khankhara [mailto:mk@riverstonesolicitors.co.uk]
Sent: 05 October 2018 11:57
To: Duffy, John <John.Duffy@addleshawgoddard.com>; David Foskett <dfoskett@coppingjoyce.co.uk>
Cc: mohsin@naccs.co.uk
Subject: RE: URGENT - 94 Rope Street London SE16 7TF Subject to contract. [ADDGDD-Live.FID2825096]

Dear John,

Thank you for your email. Having reviewed the documentation we comment as follows:

1. CONTRACT

- a. As per our previous emails our client is ROPE STREET SE16 LTD (Co. Regn. No.: 11602773) with registered office address 329-333 High Street, London E15 2TF
- b. Clause 15 is not applicable as the Landlord is required to insure
- c. Clause 16.4 – Please note the Buyer is a newly formed Ltd Co. and not the occupant however our client is willing to take responsibility for the rent owed by the occupant, Live Work Study London from the period 1st September 2018 until completion. We understand that a deposit of £7k has been paid by the occupant and an allowance for this must also be made
- d. Clause 17 – this must be deleted as the Buyer is not able to use the property and the mesne profits under clause 16 will be sufficient for the Receivers
- e. Clause 23.3(a) – we note there is reference to a clause 14.2? Please clarify

2. TR2

- a. ROPE STREET SE16 LTD to be the Transferee
- b. The Legal Charge is vested in Barclays Bank UK PLC however the Appointment is made by Barclays Bank PLC.
- c. The TR2 would overreach the later equitable charge and therefore the Transfer should be from Barclays Bank UK PLC and not its security trustee. Please clarify
- d. Please confirm you will on completion provide us with a certified copy of the Appointment of Receivers dated 14.03.2018
- e. If the TR2 is to be signed by an attorney then we will require a certified copy of the same and your confirmation that you act for this person(s) for registration purposes

3. LEASE

- a. Paragraph 1 (a) of the First Schedule states that the property must only be used as a single private dwelling house however we understand that the current use is as a HMO and in breach of the Lease. Is the Landlord aware of this breach? Has any correspondence been received from the management company/Landlord in relation to the any breaches?
- b. Please provide up to date service charge/Ground Rent statements together with confirmation concerning any major works (future or past unbilled).
- c. The Lease requires the shares in the membership company to be transferred from the current Tenant to the Buyer. Who currently owns the shares ? Are they with the registered proprietor or Mr. Walsh?

4. THIRD PARTY INTEREST – we understand that third parties may be claiming beneficial interest in the Property and/or rights under a lease/tenancy. Can you please confirm

whether your client's have been approached by any third parties and provide further details to any interest claimed.

Subject to satisfactory responses to the above, our client is happy to proceed to exchange (we are in funds) with completion 12 weeks thereafter.

We look forward to hearing from you.

Regards,

Mehfooz Khankhara

Partner

Riverstone Solicitors

840 High Road, Leyton, London E10 6AE

T: 020 3500 1485

F: 020 3002 7244

E: mk@riverstonesolicitors.co.uk

From: Duffy, John <John.Duffy@addleshawgoddard.com>

Sent: 02 October 2018 13:45

To: Mehfooz Khankhara <mk@riverstonesolicitors.co.uk>; David Foskett <dfoskett@coppingjoyce.co.uk>

Subject: RE: URGENT - 94 Rope Street London SE16 7TF Subject to contract. [ADDGDD-Live.FID2825096]

EPC now attached.

Regards.

John Duffy

Legal Director

for Addleshaw Goddard LLP

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Mobile: +44 (0)7738 603148

Fax: +44 (0)161 934 6060

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From: Duffy, John
Sent: 02 October 2018 13.22
To: 'Mehfooz Khankhara' <mk@riverstonesolicitors.co.uk>; David Foskett <dfoskett@coppingjoyce.co.uk>
Subject: RE: URGENT - 94 Rope Street London SE16 7TF Subject to contract. [ADDGDD-Live.FID2825096]

Dear Mehfooz

As you know we act for David Foskett and Richard Alford of Copping Joyce in their capacity as Receivers of 94 Rope Street. I attach the following:

1. OCE's title plan and registered lease for the property.
2. Draft sale agreement – under this you will see that in addition to the price your client is to pay mense profits for use of the property apportioned up to the actual completion date.
3. Transfer deed TR2 to be executed by Barclays (acting by its security trustee). This is in order to overreach the later noted charge and to deal with the legal title no longer being vested in Martin Walsh. This also means no DS1 will be needed at completion as the TR2 acts as both transfer and discharge at the Land Registry.
4. Copy of Barclays' charge and the Appointment and Acceptance documents for the Receivers.

By copy of this e mail I am asking David Foskett if he has an EPC for the property.

You and your client will appreciate my clients as Receivers have no actual knowledge of the property so are not in a position to answer any standard form pre-contract enquiries.

Please confirm the likely timescale for exchange and if you expect a simultaneous exchange and completion.

Regards.

John Duffy

Legal Director

for Addleshaw Goddard LLP

DDI: +44 (0)161 934 6655

Mobile: +44 (0)7738 603148

Fax: +44 (0)161 934 6060

Office Locations: <http://www.addleshawgoddard.com/contactus>

From: Mehfooz Khankhara [mailto:mk@riverstonesolicitors.co.uk]
Sent: 01 October 2018 17:50
To: David Foscett <dfoscett@coppingjoyce.co.uk>
Cc: Duffy, John <John.Duffy@addleshawgoddard.com>; mohsin@naccs.co.uk
Subject: RE: URGENT - 94 Rope Street London SE16 7TF Subject to contract.

Dear Sirs,

Thank you for your email.

I confirm I am instructed by Rope Street SE16 Ltd in its purchase of the above property for £840,000.00.

Please let us has the draft contract pack at your earliest convenience as we hold funds and have instructions to proceed on an urgent basis.

We would like to stress that this matter is to remain strictly subject to contract until formal exchange is affected. Furthermore, we have no authority to bind our client in any agreement within the meaning of s.2 Law of Property (Miscellaneous Provisions) Act 1989.

Regards,

Mehfooz Khankhara

Partner

Riverstone Solicitors

840 High Road, Leyton, London E10 6AE

T: 020 3500 1485

F: 020 3002 7244

E: mk@riverstonesolicitors.co.uk

From: David Foskett <dfoskett@coppingjoyce.co.uk>
Sent: 01 October 2018 14:19
To: Mehfooz Khankhara <mk@riverstonesolicitors.co.uk>
Cc: Duffy, John (John.Duffy@addleshawgoddard.com) <John.Duffy@addleshawgoddard.com>
Subject: RE: URGENT - 94 Rope Street London SE16 7TF Subject to contract.

Dear Mr **Khankhara**

Please confirm to myself and copy in John Duffy that your clients will pay £840,000 as agreed on the telephone, together with the name of the purchasing company.

Please also confirm that the property will be bought subject to all leases in place etc, as we are not in a position to sell in any other way as sold as seen, with no conditions attached.

Kind Regards

David Foskett MRICS FNARA RPR ACILEx | Joint LPA Receiver & Director
Copping Joyce Surveyors Limited
27 Phipp Street, LONDON. EC2A 4NP
M: 07770 755 850 | T: 020 7749 1049 | F: 020 7749 1042
dfoskett@cjllp.co.uk | <http://www.coppingjoyce.co.uk>

Commercial Agency – Valuation – Landlord & Tenant – Development / Investment – LPA Recoveries – Expert Witness

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From: Mehfooz Khankhara <mk@riverstonesolicitors.co.uk>
Sent: 04 September 2018 12:56
To: David Foskett <dfoskett@coppingjoyce.co.uk>
Cc: mohsin@naccs.co.uk
Subject: RE: URGENT - 94 Rope Street London SE16 7TF

Dear David,

I write further to your email below, are you now in a position to progress matters?

Regards,

Mehfooz Khankhara

Partner

Riverstone Solicitors

840 High Road, Leyton, London E10 6AE

T: 020 3500 1485

F: 020 3002 7244

E: mk@riverstonesolicitors.co.uk

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From: David Foskett <dfoskett@coppingjoyce.co.uk>
Sent: 07 August 2018 17:23
To: Mehfooz Khankhara <mk@riverstonesolicitors.co.uk>
Subject: Re: URGENT - 94 Rope Street London SE16 7TF

Dear Mr Khankhara

My bank manager on this account is away until next week.

I'm then away from mon for 2 weeks.

Nothing will happen on this matter until I return.

Please pass this on to your client

Yours sincerely

David Foskett

Sent from my iPhone

On 6 Aug 2018, at 13:04, Mehfooz Khankhara <mk@riverstonesolicitors.co.uk> wrote:

SUBJECT TO CONTRACT

Dear Mr. Foskett,

I refer to your email below and confirm my client is happy to increase its offer to £825k.

Given that we are without searches and the urgency required, we are instructed to offer an immediate exchange with a 10% deposit with the contract being conditional on searches. The completion date to be 12 weeks or earlier by mutual agreement.

As to funding, my client has a few options in that at present it is close to completing sales of two unencumbered properties (expected to be completed within the next 20 days) which will release more than sufficient funds to facilitate completion. My client does have allocated reserve funds to accommodate completion in the event that these sales are delayed. To give you further comfort I confirm I have acted on numerous cash purchases for this client.

I look forward to hearing from you.

Regards,

Mehfooz Khankhara

Partner

Riverstone Solicitors

840 High Road, Leyton, London E10 6AE

From: Mohsin Kothia <mohsin@naccs.co.uk>
Sent: 06 August 2018 12:09
To: Mehfooz Khankhara <mk@riverstonesolicitors.co.uk>
Subject: Fwd: URGENT - 94 Rope Street London SE16 7TF

Sent from my iPhone

Begin forwarded message:

From: David Foskett <dfoskett@coppingjoyce.co.uk>
Date: 6 August 2018 at 12:01:10 BST
To: Mohsin Kothia <mohsin@naccs.co.uk>
Subject: RE: URGENT - 94 Rope Street London SE16 7TF

Hi

Your client has recently confirmed they will raise their offer to £825,00.

Please confirm this and how your clients intend to fund this, together with a timescale for exchange and completion.

On receipt of this I will then liaise with the bank etc.

Kind Regards

David Foskett MRICS FNARA RPR ACILEx | Joint LPA Receiver & Director
Copping Joyce Surveyors Limited
27 Phipp Street, LONDON. EC2A 4NP
M: 07770 755 850 | T: 020 7749 1049 | F: 020 7749 1042
dfoskett@cjlip.co.uk | <http://www.coppingjoyce.co.uk>

Commercial Agency – Valuation – Landlord & Tenant – Development / Investment – LPA Recoveries – Expert Witness

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From: Mohsin Kothia <mohsin@naccs.co.uk>
Sent: 03 August 2018 15:05
To: David Foskett <dfoskett@coppingjoyce.co.uk>
Cc: mk@riverstonesolicitors.co.uk
Subject: Re: URGENT - 94 Rope Street London SE16 7TF

David

I confirm the set Ltd and LiveWorkStudyLondon Ltd can increase the offer to £825,000.00

Based on same terms set out below.

I have also ccd my solicitors

Many thanks

On 26 Jul 2018, at 13:32, Mehfooz Khankhara <mk@riverstonesolicitors.co.uk> wrote:

SUBJECT TO CONTRACT

Dear Mr. Foskett,

Re: 94 Rope Street, London SE16 7TF

I confirm I act for Theset Ltd and LiveWorkStudyLondon Ltd who is the current tenant of the above property.

I understand you are the LPA receiver and are authorised in the sale of the property for which I am instructed to make a formal offer, subject to contract.

As you may be aware my client has expended substantial sums (circa £40k) in the above property and I am instructed to put forward my client's offer of £775,000.00. We understand that the transaction, once agreed, is to move forward speedily and in this regard I confirm I hold cleared funds in excess of £100k and have instructions to proceed to an immediate exchange and lodge appropriate searches. My client would be prepared to offer a completion date of 12 weeks from exchange.

I look forward to hearing from you.

Regards,

Mehfooz Khankhara

Partner

Riverstone Solicitors

840 High Road, Leyton, London E10 6AE

T: 020 3500 1485

Pursuant to section 9 of the Criminal Justice Act 1967, the Pre-Action Protocol for Professional Negligence in the matter of David Keith Foskett, LPA Receiver, Emma Jane Atkinson (Solicitor for Mr Foskett) and Perseus Ventures Ltd with its Property at 94 Rope Street

EX-PERSEUS-5

The Claimant exhibits the letter from Mr Foskett to Mr Walsh dated 9th May 2018 at page 2 of 2:



**COPPING
JOYCE**

Established 1898
CHARTERED SURVEYORS

Martin Walsh
Suite 801, Siam Penthouse
51 Sukhvit Sol 8
Sukhvit Road
Bangkok
Thailand

Date: 9TH May 2018
Our Ref: DKF/ LPA 375
E-mail: dfoskett@coppingjoyce.co.uk
Direct line: 020 7749 1049

Dear Mr. Walsh,

RE: 94 ROPE STREET, LONDON SE16 7TF

We confirm that we have been appointed as LPA Receivers in respect of the above matter and enclose herewith a copy of our Appointment.

We are now in the process of placing the property in auction and to advise you that we have been advised by our Lawyer that the purported lease between Perseus Ventures LTD and White Mid Sloan LTD is not valid, due to the fact it was never consented to by the Bank, and is therefore not binding to us. We are placing the property in auction, and under the Estate Agent Act, the auctioneer will have to state White Mid Sloan LTD believes it is valid, and therefore this may have a detrimental effect on the price achieved.

Please note that we have written to Live Work Study London to inform them that the rent is due to us, and that any rent payable to White Mid Sloan LTD will be lost, as it is still due to us. This is in spite of the co-director of White Mid Sloan LTD, Ms S. Veale assumption that the receivers do not collect the rent.

Yours sincerely

**David K Foskett Dip Surv MRICS
FNARA RPR ACILEx**

Enc

COPPING JOYCE SURVEYORS LIMITED

Acting as joint LPA Receivers in respect of the above property

Please note that partners, directors and employees of Copping Joyce Surveyors Limited acting as LPA Receivers and Fixed Charge Receivers do so solely as agents of the borrower without any personal liability on their part or on the part of their agents in respect of any contractual or other obligation howsoever incurred or arising.

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27 Philipp Street London EC2A 4NP

Professional Department 020 7749 1040

Commercial Department 020 7749 1041

Fax 020 7749 1042

info@coppingjoyce.co.uk www.coppingjoyce.co.uk



Pursuant to section 9 of the Criminal Justice Act 1967, the Pre-Action Protocol for Professional Negligence in the matter of David Keith Foskett, LPA Receiver, Emma Jane Atkinson (Solicitor for Mr Foskett) and Perseus Ventures Ltd with its Property at 94 Rope Street

EX-PERSEUS-6

The Claimant exhibits at page 2 below the signature page of the purported 10-year lease entered into between Perseus Ventures Ltd and White Mid Sloan Ltd (“WMS”) on 6th September 2010.

Page 3 contains an email signed by Ms Cohen for WMS on 28th November 2019 attesting clearly and obviously that the style of Cohen’s signature is identical as to the signature on that lease.

Notices

- 16.1. The Landlord has notified the Tenant that according to sections 47 and 48 of the Landlord and Tenant Act 1987 the address at which notices (including notices in proceedings) or other written requests may be sent or served on the Landlord is: Perseus Ventures Limited (CRN:417774) a company incorporated under the laws of the British Virgin Islands whose registered office is Pasea Estate, Town Road, Tortola, British Virgin Islands ..
- 16.2. The provisions as to the service of notices in section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 apply, in that if the Landlord or the Agent deliver any Notices or documents which are necessary under the Agreement, or any Act of Parliament to the Premises or the last known address of the Tenant if different; and reasonable evidence is kept of the delivery; and any documents or Notices are delivered by hand or sent by registered, or recorded delivery post, or by ordinary first class post addressed to the Tenant at the Premises the Tenant will be considered to have received them.
- 16.3. The provisions of section 196 of the Law of Property Act 1925, as amended by the Recorded Delivery Service Act 1962 apply, in that if the Tenant or his agent deliver any Notices or documents which are necessary under the Agreement, or any Act of Parliament to the Landlord at the address specified in clause 16.1 or the last known address of the Landlord; and reasonable evidence is kept of the delivery; any documents or Notices delivered by hand or sent by registered, or recorded delivery post, or by ordinary first class post addressed to the Landlord at the address in clause 16.1 the Landlord will be considered to have received it.

Stamp Duty Land Tax

- 17.1. The Tenant will be responsible for assessing his liability, if any and at any time, for Stamp Duty Land Tax (SDLT) and for submitting the appropriate forms and payment to the Inland Revenue.

Signatures to the Agreement

SIGNED

M. A. L.

Authorised Signatory

Signed as a deed for and on behalf of Perseus Ventures Ltd, (CRN:417774), a company incorporated under the laws of and in the British Virgin Islands, by being a person who, in accordance with the laws of that territory, is acting under the authority of Perseus Ventures Limited

SIGNED

[Handwritten Signature]

Signed by White Mid Sloan Ltd

WITNESS'S SIGNATURE, NAME AND ADDRESS

A. Needleman

Andrew Louis Howard Needleman
Partner
Needleman & Treon Solicitors
Meridien House
42 Upper Berkeley Street
London W1H 5QJ
DX 44403 Marble Arch

WM S <whitemidsloan@gmail.com>

28 November 2019 at 07:24

To: emma.atkinson@addleshawgoddard.com

Bcc: walshsuzan@gmail.com

94 Rope Street

We have a legal tenancy agreement for this property and we are entitled to occupy the property and to sub-let. Our tenants have passed us your letter of 18th November which is completely inaccurate and misleading to our tenants

The owner of the equitable interest in this property has no borrowing whatsoever and therefore no Receiver could be appointed for a borrowing that simply doesn't exist against the equitable interest of the property.

This property was purchased as a new build in 1990 by a former director, of the company, and we are advised that there was a small mortgage at one stage which was redeemed in full over ten years ago. The equitable interest in the property is still owned by the person who purchased the property in 1990, at no time have they disposed of their equitable interest

We should be obliged if you would kindly confirm that you have withdrawn your accusations.

We have now instructed solicitors to act in this matter and would remind you of the SRA IB(11.4) ensuring that you do not communicate with another party when you are aware that the other party has retained a lawyer in a matter

We will, of course, require you to reimburse us for any legal fees incurred.



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EX-PERSEUS-7 (“EX7”)

* Hyperlink to page within this exhibit

Evidence from the Companies House registry for White Mid Sloan Ltd

Key: **d. appt** = Director’s appointment **d.res** = Director’s resignation

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| * 4__DA: Andrew Louis Howard Needleman d. appt. – 02/11/2005 | 19 |
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| * 7__DA: Sarah Bleach d. appt. – 01/10/2010 | 22 - 23 |
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| * 10__AR: Annual return – 31/10/2011 | 27 - 30 |
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| * 12__DR: Suzan Walsh d. res. – 01/01/2013 | 35 |
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| * 17__AR: | Annual return – 31/10/2013 | 43 - 46 |
| * 18__DR: | Suzan Walsh d. res. – 28/11/2013 | 47 |
| * 19__DA: | Edna Gertrude Grant d. appt. – 28/11/2013 | 48 - 49 |
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| * 29__DR: | E.G Veale d. res. – 01/11/2021 | 73 |
| * 30__PSC: | PSC Susan Veale – 01/11/2021 | 74 - 75 |
| * 31__CPSC: | CPSC Susan Veale – 01/01/2022 | 76 |
| * 32__DR: | Richard David Gibb d. res. – 04/03/2022 | 77 |

File Copy

Tab: 1___Co. ncorporation

Pages: 3 - 16



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company No. 5607552

The Registrar of Companies for England and Wales hereby certifies that
WHITE MID SLOAN LIMITED

is this day incorporated under the Companies Act 1985 as a private
company and that the company is limited.

Given at Companies House, Cardiff, the 31st October 2005



NO 5607552Y



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

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Companies House

— *for the record* —

Electronic statement of compliance with requirements on application for registration of a company pursuant to section 12(3A) of the Companies Act 1985

Company number

5607552

Company name

WHITE MID SLOAN LIMITED

I,

RM REGISTRARS LIMITED

of

INVISION HOUSE
WILBURY WAY
HITCHIN
HERTFORDSHIRE
SG4 0XE

a

person named as a secretary of the company in the statement delivered to the registrar of companies under section 10(2) of the Companies Act 1985

make the following statement of compliance in pursuance of section 12(3A) of the Companies Act 1985

Statement:

I hereby state that all the requirements of the Companies Act 1985 in respect of the registration of the above company and of matters precedent and incidental to it have been complied with.

Confirmation of electronic delivery of information

This statement of compliance was delivered to the registrar of companies electronically and authenticated in accordance with the registrar's direction under section 707B of the Companies Act 1985.



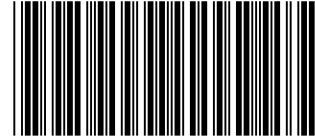
Companies House

— for the record —

10(ef)

**First directors and secretary and
intended situation
of registered office**

Received for filing in Electronic Format on the: 31/10/2005



XU9XN9ZS

Company Name **WHITE MID SLOAN LIMITED**
in full:

Proposed Registered Office: **C/O RM COMPANY SERVICES LIMITED
INVISION HOUSE
WILBURY WAY
HITCHIN
HERTFORDSHIRE
UNITED KINGDOM
SG4 0TW**

memorandum delivered by an agent for the subscriber(s): **Yes**

Agent's Name: **COYLE AMANDA**
Agent's Address: **INVISION HOUSE
WILBURY WAY
HITCHIN
HERTFORDSHIRE
UNITED KINGDOM
SG4 0TW**

Company Secretary

Name **RM REGISTRARS LIMITED**

Address: **INVISION HOUSE
WILBURY WAY
HITCHIN
HERTFORDSHIRE
SG4 0XE**

Consented to Act: **Y** *Date authorised:* **31/10/2005** *Authenticated:* **Y**

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Director 1:

Name **RM NOMINEES LIMITED**

Address: **INVISION HOUSE
WILBURY WAY
HITCHIN
HERTFORDSHIRE
SG4 0XE**

Consented to Act: **Y** *Date authorised* **31/10/2005** *Authenticated:* **Y**

Authorisation

Authoriser Designation: **AGENT** *Date Authorised:* **31/10/2005** *Authenticated:* **Yes**

COMPANY LIMITED BY SHARES

Memorandum of Association

OF

WHITE MID SLOAN LIMITED

1. The Company's Name is WHITE MID SLOAN LIMITED
2. The Company's Registered Office is to be situate in England and Wales.
3. The Company's Objects are:-
 - (1) Without prejudice to the objects hereinafter specified to carry on business as a General Commercial Company.
 - (2) To carry on any other business which may seem to the Company to be capable of being conveniently or advantageously carried on in connection or conjunction with any business of the Company with a view directly or indirectly to enhancing the value of or to render profitable or more profitable any of the Company's property, assets or rights or expertise.
 - (3) To purchase or otherwise acquire and undertake all or any part of the business property and liabilities of any company, firm, person or body carrying on or proposing to carry on any business which the Company is authorised to carry on or possessed of property suitable for the purposes of the Company.
 - (4) To purchase or otherwise acquire take on lease or in exchange, let or hire any real or personal property or assets or any rights or privileges which the Company may think necessary or convenient or capable of being profitably dealt with in such manner as may be thought fit.
 - (5) To amalgamate or enter into any partnership or into any arrangement or other association for sharing profits union of interests, co-operation, joint venture, reciprocal concession or otherwise with any company, firm, person or body carrying on or engaged in or about to carry on or engage in any business or transactions which the Company is authorised to carry on or engage in or any business transaction capable of being conducted so as directly or indirectly to benefit the Company.
 - (6) To subscribe, underwrite, purchase or otherwise acquire shares or stock in or securities or investments of any nature whatsoever and to subsidise or otherwise assist any such company and with or without guarantee to sell, hold, re-issue or otherwise deal with such shares, investments, stock or securities and any rights or options in respect thereof and to buy and sell foreign exchange.
 - (7) To build, develop, construct, maintain, alter, enlarge, pull down, remove or replace any buildings, works, factories, roads, structures or facilities of all kinds and plant and machinery necessary or convenient for the business of the Company and to join with any person, firm or company in doing any of the things aforesaid.

- (8) To enter into any arrangements with any Government or Authorities supreme, municipal, local or otherwise and to obtain from any such Government or Authority all rights, concessions, authorisations and privileges that may seem conducive to the Company's objects or any of them.
- (9) To obtain the grant of, purchase or otherwise acquire any concessions, contracts, licences, grants, trade marks, copyrights or rights of any kind, patents, inventions, privileges, exclusive or otherwise, authorities, monopolies, undertakings or businesses, or any right or option in relation thereto, and to perform and fulfil the terms and conditions thereof, and to carry the same into effect, operate thereunder, develop, grant licences thereunder, and turn to account, maintain or sell, dispose of, and deal with the same in such manner as the Company may think expedient.
- (10) To apply for, promote and obtain any provisional order, Act of Parliament or charter for enabling the Company to carry any of its objects into effect or for effecting any modification of the Company's constitution or for any other purpose which may seem expedient and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- (11) To promote or join in the promotion of any company for the purpose of acquiring all or any of the business, property, assets, rights and liabilities of any company whether or not having objects similar to those of the Company or for any other purpose which may seem directly or indirectly calculated to benefit the Company and to place or guarantee the placing of, underwrite, subscribe for or otherwise acquire all or any part of the shares, debentures or other securities of any such other company.
- (12) To enter into any arrangements or contracts with any person, firm or company for carrying on the whole or any part of the business of the Company, and to fix and determine their remuneration, which may be by way of money payment, allotment of shares (either fully or partly paid) or otherwise.
- (13) To sell, exchange, lease, grant licences, dispose of, turn to account or otherwise deal with the whole of the undertaking, property, assets, rights and effects of the Company or any part thereof for such consideration as may be considered expedient and in particular shares, stock or other securities whether fully or partly paid up.
- (14) To pay for any rights or property acquired by the Company, and to remunerate any person, firm or company rendering services to the Company whether by cash payment or by the allotment of shares, debentures or other securities of the Company credited as paid up in full or in part or in any other manner whatsoever, and to pay all or any of the preliminary expenses of the Company and of any company formed or promoted by the Company.
- (15) To invest the monies of the Company not immediately required for any other purpose of the Company by the purchase of the shares or securities of any company or by the purchase of any interest in land or buildings or in such other manner as shall from time to time be considered expedient.
- (16) To guarantee the payment of any debentures, debenture stock, bonds, mortgages, charges, obligations, interest, dividends, securities, monies or shares or the performance of contracts or engagements of any other company, firm or person and to give indemnities and guarantees of all kinds and to enter into partnership or any joint venture arrangement with any person, firm or Company having objects similar to those of the Company or any of them.
- (17) To guarantee or give indemnities or provide security whether by personal obligation or covenant or by mortgaging or charging all or any part of the undertaking, property and assets both present and future and uncalled capital of the Company, or by all or any of such methods, the performance of any contracts or obligations of any person, firm or company whatsoever.
- (18) To advance, lend or deposit money or give credit to or with any company, firm or person on such terms as may be thought fit and with or without security.
- (19) To draw, make, accept, endorse, discount, execute and issue, and to buy, sell and deal with bills of exchange, promissory notes, debentures, bills of lading, warrants and other negotiable or transferable instruments or securities.
- (20) To raise or borrow and to secure or discharge any debt or obligation of the Company, and to receive money on deposit or loan in such a manner and on such terms as may seem expedient and in such manner as may be thought fit and in particular by mortgages and charges and the issue of debentures or debenture stock or other securities of any description upon all or any part of the undertaking, property, assets and rights of the Company both present and future including any uncalled capital of the Company.

(21) To establish and maintain or contribute to any scheme for the acquisition by trustees of shares in the Company or its holding company to be held by or for the benefit of employees (including any Director holding a salaried employment or office) of the Company or (so far as for the time being permitted by law) any of the Company's subsidiaries and to lend money (so far as aforesaid) to any such employees to enable them to acquire shares of the Company or its holding company and to formulate and carry into effect any scheme for sharing profits with any such employees.

(22) To establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pension or super-annuation funds for the benefit of, and to give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the Company or of any company which is a subsidiary of the Company or any such holding company or otherwise is allied to or associated with the Company, or who are or were at any time directors or officers of the Company or of any such other company, and the wives, widows, families and dependants of any such persons; to establish and subsidise and subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other company and make payments to or towards the insurance of any such person and do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid.

(23) To purchase and maintain insurance for or for the benefit of any person or persons who are or were at any time directors, officers or employees or auditors of the Company, or of any other company which is its holding company, or any company which is associated with the Company, or of any subsidiary undertaking of the Company or trustees of any pension fund in which any employees of the Company or of any such other company or subsidiary undertaking are interested, including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or in the exercise or purported exercise of their powers and/or otherwise in relation to their duties, powers or offices in relation to the Company or any such other company, subsidiary undertaking or pension fund and to such extent as may be permitted by law to indemnify or to exempt any such person against or from any such liability; for the purposes of this clause "holding company" and "subsidiary undertaking" shall have the same meanings as in the Companies Act 1985 as amended by the Companies Act 1989.

(24) To distribute among the members of the Company in specie or otherwise any property or assets of the Company subject to any consent required by law.

(25) To procure the registration, recognition or incorporation of the Company in or under the laws of any territory outside England.

(26) To issue any securities which the Company has power to issue for any other purpose by way of security or indemnity or in satisfaction of any liability undertaken or agreed to be undertaken by the Company.

(27) To do all or any of the things and matters aforesaid in any part of the world, and either as principals, agents, contractors, trustees or otherwise, and by or through subsidiary companies, agents, sub-contractors or trustees or otherwise, and either alone or in conjunction with others.

(28) To do all such other things as may be considered to be incidental or conducive to any of the above objects.

And it is hereby declared that the objects of the Company as specified in each of the foregoing paragraphs of this clause shall be separate and distinct objects and shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from the terms of any other sub-clause or the order in which the same occur or by the name of the Company.

4. The liability of the Members is limited.

5. The Authorised Share Capital of the Company is £1000 divided into 1000 Shares of £1.00 each.

WE, the Subscribers to this Memorandum of Association wish to be formed into a Company pursuant to this Memorandum; and we agree to take the number of Shares shown opposite our respective names.

NAMES and ADDRESSES of SUBSCRIBERS (and number of shares taken by each)

EMMANUEL COHEN (ONE)

Invision House, Wilbury Way Hitchin Hertfordshire SG4 0TW

Company Director

VIOLET COHEN (ONE)

Invision House, Wilbury Way Hitchin Hertfordshire SG4 0TW

Company Director

Total shares taken: TWO

Dated the 31th day of October 2005

THE COMPANIES ACTS 1985 TO 1989

COMPANY LIMITED BY SHARES

Articles of Association

OF

WHITE MID SLOAN LIMITED

PRELIMINARY

1. The Company is a private Company and accordingly no shares, debentures or other securities of the Company may be offered to the public.
2. The Regulations contained in Table A in the Companies (Tables A to F) Regulations 1985 shall, except as hereinafter provided and so far as not inconsistent with the provisions of these Articles, apply to the Company to the exclusion of all other regulations or Articles of Association.
3. In these Articles the expression "the Act" means the Companies Act 1985 as amended by the Companies Act 1989.

ALLOTMENT OF SHARES

4. (a) Subject to Section 80 of the Act, all unissued shares shall be at the disposal of the Directors and they may allot, grant options over or otherwise dispose of them to such persons, at such times, and on such terms as they think proper and Sections 89(1) and 90(1) to (6) inclusive of the Act shall not apply.

(b)(i) Pursuant to and in accordance with Section 80 of the Act, the Directors shall be generally authorised to exercise for each prescribed period all the powers of the Company to allot relevant securities, provided that such authority shall be limited to the allotment during such period of relevant securities up to an aggregate nominal amount equal to the prescribed amount.

(ii) During each prescribed period the Company and its Directors may make offers or agreements which would or might require the allotment of relevant securities after the expiry of such period, provided that such allotments would not infringe the restrictions set out in the proviso to sub-paragraph (i) above if made during such period (disregarding for such purpose any increase in the nominal amount of the securities to be allotted which might arise under the terms of any such offer or agreement from events occurring or circumstances arising after the date thereof).

(iii) The expression "relevant securities" herein has the meaning attributed to it in Section 80(2) of the Act; the expression "the prescribed period" herein means in the first instance the period expiring five years after the date of incorporation of the Company and shall include any further period (not exceeding five years from the date of the Resolution hereinafter referred to) for which the authority conferred by sub-paragraph (i) above is renewed or extended by Ordinary Resolution or Resolution in writing of the Company stating the prescribed amount for such period; and the expression "the prescribed amount" herein shall in the first instance be £1000 being the amount of the original share capital of the Company and for any further prescribed period shall be that stated in the relevant Resolution.

(iv) Subject to the provisions of the Act and without prejudice to Article 4(a) any shares may be issued which are to be redeemed or are liable to be redeemed at the option of the Company or the holder of such shares on such terms and in such manner as may be provided by the Articles or as the Company may by Resolution determine. Regulation 3 of Table A shall not apply.

TRANSFER OF SHARES

5. The instrument of a transfer of a share may be in any usual form or in any other form which the Directors may approve and shall be executed by or on behalf of the transferor. Regulation 23 shall not apply.

PURCHASE OF OWN SHARES

6. Subject to the provisions of Section 162 of the Act the Company may with the sanction of an Ordinary Resolution purchase its own shares (including any redeemable shares) on such terms as the Directors may think fit and make a payment in respect of the redemption or purchase of such shares otherwise than out of the distributable profits of the Company or the proceeds of a fresh issue of Shares and subject to the provisions of Section 173 to 175 of the Act. Regulation 35 shall be modified accordingly.

LIEN

7. The Company shall have a first and paramount lien on every share (whether or not it is a fully paid share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share, and the Company shall also have a first and paramount lien on all shares (whether fully paid or not) standing registered in the name of any person for all moneys presently payable by him or his estate to the Company, whether he shall be the sole registered holder thereof or shall be one of several joint holders; but the directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien, if any, on a share shall extend to all dividends payable thereon. Regulation 8 of Table A shall not apply.

VARIATION OF RIGHTS

8. If at any time the share capital is divided into different classes of shares, the rights attached to any class may, whether or not the company is being wound up, be varied with the consent in writing of the holders of three fourths of the issued shares of that class, or with the sanction of an extraordinary resolution passed at a separate general meeting of the holders of the shares of the class. To every such general meeting the provisions of these Articles relating to general meetings shall apply but so that the necessary quorum shall be two persons at least holding or representing by proxy one third of the issued shares of class and that any holder of shares of the class present in person or by proxy may demand a poll.

PROCEEDINGS AT GENERAL MEETINGS

9. (i) No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. Two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum.

(ii) If a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place or such time and place as the Directors may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for such adjourned meeting, it shall be dissolved. Regulations 40 and 41 shall be modified accordingly.

(iii) At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by the Chairman or by any member present in person or by proxy.

Unless a poll is duly demanded a declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, lost or not carried by a particular majority and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution.

(iv) Subject to the provisions of the Act any resolution in writing signed by all the members for the time being entitled to receive notice of and attend and vote at general meetings, or by their duly appointed attorneys, shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held. Any such resolution may consist of several instruments in the like form each executed by or on behalf of one or more of the members or their attorneys. Regulation 53 shall be extended accordingly.

VOTES OF MEMBERS

10. Subject to any special rights or restrictions for the time being attached to any special class of shares in the capital of the Company, on a show of hands every member who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative, not being himself a member entitled to vote, shall have one vote only and in the case of a poll every member shall have one vote for each Ordinary Share held by him.

PROXY

11. The instrument appointing a proxy shall be in writing in any usual common form, or such other form as may be approved by the Directors, and shall be signed by the appointer or his attorney, duly authorised in writing, or if the appointer is a corporation shall be either under its Common Seal or under the hand of an officer or attorney so authorised. An instrument of proxy need not be witnessed.

DIRECTORS

12. (i) The number of Directors shall be determined by the Company in General Meeting but unless and until so fixed the minimum number of Directors shall be one and there shall be no maximum number. Regulation 64 shall be modified accordingly.

(ii) A Director shall not require any share qualification, but shall nevertheless be entitled to attend and speak at any General Meeting of the Company or at any separate meeting of the holders of any class of shares of the Company.

(iii) Any person may be appointed or elected as a Director irrespective of whether or not he has attained the age of seventy years or any other age, and no Director shall be required to vacate his office by reason of his attaining or having attained the age of seventy years or any other age.

(iv) In the event of the minimum number of Directors fixed by or pursuant of these Articles or Table A, being one, a sole Director shall have authority to exercise all the powers and discretions by Table A or these Articles expressed to be vested in the Directors generally.

(v) The Directors may, by power of attorney or otherwise appoint any person to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.

ALTERNATE DIRECTORS

13. (i) Each Director shall have the power to nominate any other Director or any person approved for that purpose by resolution of the Board and willing to so act as alternate Director in his place during his absence, and at his discretion to revoke such nomination, and on such appointment being made, each alternate Director whilst so acting shall be entitled to exercise or discharge all the functions, powers and duties and undertake all the liabilities and obligations of the Director he represents but shall not be entitled to receive any remuneration from the Company. An alternate Director shall have one vote for each Director he represents, in addition to his own vote if he is a Director, but shall not be counted more than once in the quorum. A nomination as an alternate Director shall ipso facto be revoked if the appointer ceases for any reason to be a Director.

(ii) Notice of all Board Meetings shall be sent to every alternate Director as if he were a Director of the Company until revocation of his appointment save that it shall not be necessary to give notice of such a meeting to an alternate Director who is absent from the United Kingdom.

(iii) The appointment of an alternate Director shall be revoked and the alternate Director shall cease to hold office whenever the Director who appointed such alternate Director shall give notice in writing to the Secretary of the Company that he revokes such appointment. Regulations 65 to 68 shall not apply.

(iv) Without prejudice to Article 13(i) and save as otherwise provided in the Articles, an alternate Director shall be deemed for all purposes to be a Director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the Director appointing him.

PROCEEDINGS OF DIRECTORS

14. The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors and except where there is a sole director, the quorum necessary for the transaction of business shall be two.

MINUTES

15. The Directors shall cause minutes to be made in books provided for the purpose:

(a) of names of the Directors present at each Meeting of the Directors and any Meeting of any Committee of the Directors.

(b) of all resolutions and proceedings at all meetings of the Company and of the Directors and of any Committee of the Directors.

(c) of all appointments of officers made by Directors.

(d) of all documents sealed with the Common Seal of the Company or otherwise executed in accordance with the Act.

THE SEAL

16. (a) The Directors shall provide for the safe custody of the Seal which shall not be used without the authority of the Directors or of a committee authorised by Directors. Every instrument to which the Seal shall be affixed shall be signed by one Director and the Secretary or by two Directors.

(b) Where the Act so permits, any instrument signed by one Director and the Secretary or by two Directors and expressed to be executed by the Company shall have the same effect as if executed under the Seal, provided that no instrument shall be signed which makes it clear on its face that it is intended by the person or persons making it to have effect as a deed without the authority of the Directors or of a committee authorised by the Directors. Regulation 101 shall not apply.

DIRECTORS' BORROWING POWERS

17. The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and subject to Section 80 of the Act, to issue and create mortgages, charges, memoranda of deposits, debentures, debenture stock and other securities whether outright or as security for any debts, liability or obligation of the Company or any third party.

INTEREST OF DIRECTORS

18. A Director may, notwithstanding his interest, vote in respect of any contract or arrangement with the Company in which he is interested, directly or indirectly, and be taken into account for the purposes of a quorum at a meeting at which such contract or arrangement is considered, and retain for his own absolute use and benefit all profits and advantages accruing to him therefrom. Regulations 94 and 95 shall not apply.

APPOINTMENT AND RETIREMENT OF DIRECTORS

19. The Directors shall not be subject to retirement by rotation and references thereto in Regulations 73 to 80 shall be disregarded.

DIRECTORS' GRATUITIES AND PENSIONS

20. The Directors on behalf of the Company may exercise the powers of the Company conferred by Clause 22 of the Memorandum of Association of the Company and Regulation 87 of Table A to provide benefit with regards to gratuities, pensions and insurances for any Director or member of his family.

INSURANCE

21. Without prejudice to the provisions of Regulation 87 and Article 23 the Directors shall have the power to purchase and maintain insurance for or for the benefit of any persons who are or were at any time directors, officers or employees or auditors of the Company, or of any other company which is its holding company or any other company in accordance with the powers in that behalf contained in Clause 23 of the Memorandum of Association of the Company.

DISQUALIFICATION OF DIRECTORS

22. The office of Director shall be vacated if the Director:

(i) ceases to be a Director by virtue of any provision of the Act or he becomes prohibited by law from being a Director.

(ii) becomes bankrupt or makes any arrangement or composition with his creditors generally.

(iii) becomes of unsound mind and either:

(a) admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or in Scotland an application for admission under the Mental Health (Scotland) Act 1960 or

(b) an Order is made by a Court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for detention or for the appointment of a receiver curator bonis or other person to exercise powers with respect to property or affairs

(iv) resigns his office by notice in writing to the Company

(v) is absent from Directors' Meeting for six calendar months without reasonable excuse and without the consent of the other Directors and they resolve that he vacate office. Regulation 81 shall be modified accordingly.

INDEMNITY

23. Subject to the provisions of the Act, every Director or other Officer or Auditor of the Company for the time being shall be entitled to be indemnified by the Company out of its own funds against all costs, charges, expenses, losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted, or in connection with any application under any statute in which relief is granted to him by the Court, and no Director or other Officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto, but this article shall only have effect insofar as its provisions are not avoided by Section 310 (as amended) of the Act.

NAMES and ADDRESSES of SUBSCRIBERS

EMMANUEL COHEN Invision House, Wilbury Way Hitchin Hertfordshire SG4 0TW

Company Director

VIOLET COHEN

Invision House, Wilbury Way Hitchin Hertfordshire SG4 0TW

Company Director

Dated the 31th day of October 2005



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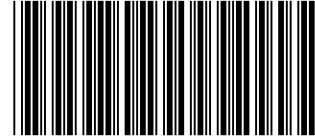
Companies House

— for the record —

Appointment of a Director or Secretary

Company Name: **WHITE MID SLOAN LIMITED**

Company Number: **05607552**



XXHPEATH

Received for filing in Electronic Format on the: **30/11/2005**

New Appointment Details

Position: **DIRECTOR** *Date of Appointment:* **31/10/2005**

Name: **MR MARTIN RICHARD WALSH**

Consented to Act: **Yes**

Usual Residential Address **94 ROPE STREET
LONDON
UNITED KINGDOM SE16 7TF**

Date of Birth: **23/07/1965** *Nationality:* **IRISH**
Occupation: **DIRECTOR**

Authorisation

Authoriser Designation: **DIRECTOR** *Date Authorised:* **30/11/2005** *Authenticated:* **Yes (E/W)**

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288a(ef)

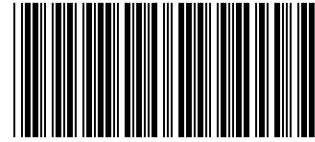
Companies House

— for the record —

Appointment of a Director or Secretary

Company Name: **WHITE MID SLOAN LIMITED**

Company Number: **05607552**



XXHR0AT5

Received for filing in Electronic Format on the: **30/11/2005**

New Appointment Details

Position: **DIRECTOR** *Date of Appointment:* **31/10/2005**

Name: **MISS SUZAN VEALE**

Consented to Act: **Yes**

Usual Residential Address **3 MATTHEW PARKER STREET
23 CENTRAL BUILDINGS
LONDON SW1H 9NE**

Date of Birth: **21/08/1971** *Nationality:* **BRITISH**

Occupation: **DIRECTOR**

Authorisation

Authoriser Designation: **DIRECTOR** *Date Authorised:* **30/11/2005** *Authenticated:* **Yes (E/W)**

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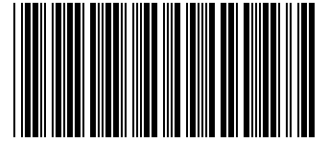
288a_(ef)

Companies House
— for the record —

Appointment of a Director or Secretary

Company Name: WHITE MID SLOAN LIMITED

Company Number: 05607552



X5MTDQ5P

Received for filing in Electronic Format on the: 05/06/2007

New Appointment Details

Position: DIRECTOR **Date of Appointment:** 02/11/2005

Name: MR ANDREW LOUIS HOWARD NEEDLEMAN

Consented to Act: Yes

Usual Residential Address:
35 HILLSIDE GARDENS
EDGWARE
MIDDLESEX
UNITED KINGDOM HA8 8HA

Date of Birth: 06/07/1949 **Nationality:** BRITISH
Occupation: SOLICITOR

Other Directorships: LIMEREACH

Authorisation

Authoriser Designation: DIRECTOR **Date Authorised:** 05/06/2007 **Authenticated:** Yes (E/W)

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Companies House
— for the record —

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288b (ef)

**Termination of Appointment of a
Director or Secretary**



XE4729XU

Company Name: **WHITE MID SLOAN LIMITED**

Company Number: **05607552**

Received for filing in Electronic Format on the: **17/05/2009**

Resignation Details

Position: **DIRECTOR**

Date of resignation: **14/03/2009**

Name: **SUZAN VEALE**

Authorisation

Authoriser Designation: **director**

Date Authorised: **17/05/2009**

Authenticated: **Yes (E/W)**

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Companies House
— for the record —

Tab: 6__DR

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TM01 (ef)

**Termination of Appointment
of Director or Corporate Director**



XGF0ZTN7

Company Name: **WHITE MID SLOAN LIMITED**

Company Number: **05607552**

Received for filing in Electronic Format on the: **27/04/2011**

Resignation Details

Date of resignation: **01/10/2010**

Name: **MR ANDREW LOUIS HOWARD NEEDLEMAN**

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Liquidator, Administrator, Administrative Receiver, Receiver, Receiver Manager, Charity Commission Receiver and Manager, CIC Manager, Judicial Factor.



Companies House
— for the record —

Tab: 7__DA
Page: 22 - 23

AP01 (ef)

Appointment of Director



XGEZJTNP

Company Name: **WHITE MID SLOAN LIMITED**

Company Number: **05607552**

Received for filing in Electronic Format on the: **27/04/2011**

New Appointment Details

Date of Appointment: **01/10/2010**

Name: **MS SARAH BLEACH**

Consented to Act: **YES**

Service Address recorded as Company's registered office

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **01/02/1972**

Nationality: **BRITISH**

Occupation: **COMPANY DIRECTOR**

Former Names:

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Administrator, Administrative Receiver, Receiver, Receiver Manager, Charity Commission Receiver and Manager, CIC Manager, Judicial Factor.



Companies House
— for the record —

Tab: 8__DR

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TM01 (ef)

**Termination of Appointment
of Director or Corporate Director**



X4M2KPMK

Company Name: **WHITE MID SLOAN LIMITED**

Company Number: **05607552**

Received for filing in Electronic Format on the: **03/12/2010**

Resignation Details

Date of resignation: **01/12/2010**

Name: **MR MARTIN RICHARD WALSH**

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Liquidator, Administrator, Administrative Receiver, Receiver, Receiver Manager, Charity Commission Receiver and Manager, CIC Manager, Judicial Factor.

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Companies House
— for the record —

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AP01 (ef)

Appointment of Director



X1AVNVRN

Company Name: **WHITE MID SLOAN LIMITED**

Company Number: **05607552**

Received for filing in Electronic Format on the: **11/06/2012**

New Appointment Details

Date of Appointment: **21/08/2011**

Name: **SUZAN WALSH**

Consented to Act: **YES**

Service Address recorded as Company's registered office

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **21/08/1971**

Nationality: **BRITISH**

Occupation: **LITIGATION EXECUTIVE**

Former Names:

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Administrator, Administrative Receiver, Receiver, Receiver Manager, Charity Commission Receiver and Manager, CIC Manager, Judicial Factor.

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Registered Number 05607552

WHITE MID SLOAN LIMITED

Abbreviated Accounts

31 December 2011

Balance Sheet as at 31 December 2011

| | Notes | 2011 | 2010 |
|---|-------|------------------|------------------|
| | | £ | £ |
| Current assets | | | |
| Cash at bank and in hand | | 168 | 12,018 |
| Total current assets | | <u>168</u> | <u>12,018</u> |
| Creditors: amounts falling due within one year | | (451,840) | (563,548) |
| Net current assets | | (451,672) | (551,530) |
| Total assets less current liabilities | | <u>(451,672)</u> | <u>(551,530)</u> |
| Total net Assets (liabilities) | | (451,672) | (551,530) |
| Capital and reserves | | | |
| Called up share capital | | 200 | 200 |
| Revaluation reserve | | 130,002 | 130,002 |
| Profit and loss account | | <u>(581,874)</u> | <u>(681,732)</u> |
| Shareholders funds | | <u>(451,672)</u> | <u>(551,530)</u> |

- a. For the year ending 31 December 2011 the company was entitled to exemption under section 477(2) of the Companies Act 2006.
- b. The members have not required the company to obtain an audit in accordance with section 476 of the Companies Act 2006
- c. The directors acknowledge their responsibility for:
 - i. ensuring the company keeps accounting records which comply with Section 386; and
 - ii. preparing accounts which give a true and fair view of the state of affairs of the company as at the end of the financial year, and of its profit or loss for the financial year, in accordance with the requirements of section 393, and which otherwise comply with the requirements of the Companies Act relating to accounts, so far as is applicable to the company.
- d. These accounts have been prepared in accordance with the provisions applicable to companies subject to the small companies regime.

Approved by the board on 17 September 2012

And signed on their behalf by:

GOLDSTAR INT IND LTD, Director

This document was delivered using electronic communications and authenticated in accordance with the registrar's rules relating to electronic form, authentication and manner of delivery under section 1068 of the Companies Act 2006.

Notes to the abbreviated accounts

For the year ending 31 December 2011

1 Accounting policies

The accounts have been prepared under the historical cost convention and in accordance with the Financial Reporting Standards for Small Entities (effective January 2005)

Turnover

Represents net invoiced services



Companies House
— for the record —

Tab: 11__AR

Page: 31 - 34

AR01 (ef)

Annual Return



X1LC2XJ4

Received for filing in Electronic Format on the: 09/11/2012

Company Name: **WHITE MID SLOAN LIMITED**

Company Number: **05607552**

Date of this return: **31/10/2012**

SIC codes: **68100**

Company Type: **Private company limited by shares**

Situation of Registered Office: **145-157 ST. JOHN STREET
LONDON
UNITED KINGDOM
EC1V 4PW**

Officers of the company

Company Director 1

Type: **Person**
Full forename(s): **MS SARAH**

Surname: **BLEACH**

Former names:

Service Address recorded as Company's registered office

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **01/02/1972** Nationality: **BRITISH**

Occupation: **COMPANY DIRECTOR**

Company Director 2

Type: **Person**
Full forename(s): **SUZAN**

Surname: **WALSH**

Former names:

Service Address recorded as Company's registered office

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **21/08/1971** Nationality: **BRITISH**

Occupation: **LITIGATION EXECUTIVE**

Company Director

Type: **Corporate**
Name: **GOLDSTAR INTERNATIONAL INDUSTRIES LIMITED**

Registered or principal address: **P O BOX 957 OFFSHORE INCORPORATIONS CENTRE
ROAD TOWN
TORTOLA
BVI**

Non European Economic Area (EEA) Company

Legal Form: **A BODY CORPORATE**
Law Governed: **TERRITORY OF THE BRITISH VIRGIN ISLANDS**
Register Location:
Registration Number:

Statement of Capital (Share Capital)

| | | | |
|------------------------|-----------------|--------------------------------|------------|
| Class of shares | ORDINARY | <i>Number allotted</i> | 2 |
| | | <i>Aggregate nominal value</i> | 200 |
| <i>Currency</i> | GBP | <i>Amount paid per share</i> | 100 |
| | | <i>Amount unpaid per share</i> | 0 |

Prescribed particulars

IF AT ANY TIME THE SHARE CAPITAL IS DIVIDED INTO DIFFERENT CLASSES OF SHARES, THE RIGHTS ATTACHED TO ANY CLASS MAY, WHETHER OR NOT THE COMPANY IS BEING WOUND UP, BE VARIED WITH THE CONSENT IN WRITING OF THE HOLDERS OF THREE FOURTHS OF THE ISSUED SHARES OF THAT CLASS, OR WITH THE SANCTION OF AN EXTRAORDINARY RESOLUTION PASSED AT A SEPARATE GENERAL MEETING OF THE HOLDERS OF THE SHARES OF THE CLASS. TO EVERY SUCH GENERAL MEETING THE PROVISIONS OF THE ARTICLES RELATING TO GENERAL MEETINGS SHALL APPLY BUT SO THAT THE NECESSARY QUORUM SHALL BE TWO PERSONS AT LEAST HOLDING OR REPRESENTING BY PROXY ONE THIRD OF THE ISSUED SHARES OF CLASS AND THAT ANY HOLDER OF SHARES OF THE CLASS PRESENT IN PERSON OR BY PROXY MAY DEMAND A POLL

Statement of Capital (Totals)

| | | | |
|-----------------|------------|--------------------------------------|------------|
| <i>Currency</i> | GBP | <i>Total number of shares</i> | 2 |
| | | <i>Total aggregate nominal value</i> | 200 |

Full Details of Shareholders

The details below relate to individuals / corporate bodies that were shareholders as at 31/10/2012 or that had ceased to be shareholders since the made up date of the previous Annual Return

A full list of shareholders for the company are shown below

Shareholding 1 : **2 ORDINARY shares held as at the date of this return**
Name: **GOLDSTAR LIMITED**

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Charity Commission Receiver and Manager, CIC Manager, Judicial Factor.



Companies House
— for the record —

Tab: 12__DR

Page: 35

TM01 (ef)

**Termination of Appointment
of Director or Corporate Director**



X24KR480

Company Name: **WHITE MID SLOAN LIMITED**

Company Number: **05607552**

Received for filing in Electronic Format on the: **20/03/2013**

Resignation Details

Date of resignation: **01/01/2013**

Name: **SUZAN WALSH**

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Liquidator, Administrator, Administrative Receiver, Receiver, Receiver Manager, Charity Commission Receiver and Manager, CIC Manager, Judicial Factor.



Companies House
— for the record —

Tab: 13__DA

Page: 36

AP01 (ef)

Appointment of Director



X24KR6D6

Company Name: **WHITE MID SLOAN LIMITED**

Company Number: **05607552**

Received for filing in Electronic Format on the: **20/03/2013**

New Appointment Details

Date of Appointment: **01/01/2013**

Name: **MR MARTIN WALSH**

Consented to Act: **YES**

Service Address recorded as Company's registered office

Country/State Usually Resident: **HONG KONG**

Date of Birth: **23/07/1965**

Nationality: **BRITISH**

Occupation: **COMPANY DIRECTOR**



Companies House
— for the record —

Tab: 14__DA
Page: 37 - 38

AP01 (ef)

Appointment of Director



X24NC3UI

Company Name: **WHITE MID SLOAN LIMITED**

Company Number: **05607552**

Received for filing in Electronic Format on the: **21/03/2013**

New Appointment Details

Date of Appointment: **01/01/2013**

Name: **MS SUSAN CAROL VEALE**

Consented to Act: **YES**

Service Address recorded as Company's registered office

Country/State Usually Resident: **ENGLAND**

Date of Birth: **22/08/1951**

Nationality: **BRITISH**

Occupation: **COMPANY DIRECTOR**

Former Names:

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Administrator, Administrative Receiver, Receiver, Receiver Manager, Charity Commission Receiver and Manager, CIC Manager, Judicial Factor.



Companies House
— for the record —

Tab: 15 DR
Page: 39 - 40

TM01 (ef)

**Termination of Appointment
of Director or Corporate Director**



X2LYZCY3

Company Name: **WHITE MID SLOAN LIMITED**

Company Number: **05607552**

Received for filing in Electronic Format on the: **26/11/2013**

Resignation Details

Date of resignation: **01/01/2013**

Name: **MS SUSAN CAROL VEALE**

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Liquidator, Administrator, Administrative Receiver, Receiver, Receiver Manager, Charity Commission Receiver and Manager, CIC Manager, Judicial Factor.

205 of 317

Former Names:

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Administrator, Administrative Receiver, Receiver, Receiver Manager, Charity Commission Receiver and Manager, CIC Manager, Judicial Factor.



Companies House
— for the record —

Tab: 16__DA

Page: 41 - 42

AP01 (ef)

Appointment of Director



X2LYZEC0

Company Name: **WHITE MID SLOAN LIMITED**

Company Number: **05607552**

Received for filing in Electronic Format on the: **26/11/2013**

New Appointment Details

Date of Appointment: **01/01/2013**

Name: **MS SUZAN WALSH**

Consented to Act: **YES**

Service Address recorded as Company's registered office

Country/State Usually Resident: **ENGLAND**

Date of Birth: **21/08/1971**

Nationality: **BRITISH**

Occupation: **COMPANY DIRECTOR**

Former Names:

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Administrator, Administrative Receiver, Receiver, Receiver Manager, Charity Commission Receiver and Manager, CIC Manager, Judicial Factor.



Companies House
— for the record —

Tab: 17__AR

Page: 43 - 46

AR01 (ef)

Annual Return



X2M4AIK0

Received for filing in Electronic Format on the: 28/11/2013

Company Name: **WHITE MID SLOAN LIMITED**

Company Number: **05607552**

Date of this return: **31/10/2013**

SIC codes: **68100**

Company Type: **Private company limited by shares**

Situation of Registered Office: **145-157 ST. JOHN STREET
LONDON
UNITED KINGDOM
EC1V 4PW**

Officers of the company

Company Director 1

Type: **Person**
Full forename(s): **MS SARAH**

Surname: **BLEACH**

Former names:

Service Address recorded as Company's registered office

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **01/02/1972** Nationality: **BRITISH**

Occupation: **COMPANY DIRECTOR**

Company Director 2

Type: **Person**
Full forename(s): **MR MARTIN**

Surname: **WALSH**

Former names:

Service Address recorded as Company's registered office

Country/State Usually Resident: **HONG KONG**

Date of Birth: **23/07/1965** Nationality: **BRITISH**

Occupation: **COMPANY DIRECTOR**

Company Director 3

Type: **Person**
Full forename(s): **MS SUZAN**

Surname: **WALSH**

Former names:

Service Address recorded as Company's registered office

Country/State Usually Resident: **ENGLAND**

Date of Birth: **21/08/1971** *Nationality:* **BRITISH**

Occupation: **COMPANY DIRECTOR**

Company Director

Type: **Corporate**

Name: **GOLDSTAR INTERNATIONAL INDUSTRIES LIMITED**

Registered or principal address: **P O BOX 957 OFFSHORE INCORPORATIONS CENTRE
ROAD TOWN
TORTOLA
BVI**

Non European Economic Area (EEA) Company

Legal Form: **A BODY CORPORATE**

Law Governed: **TERRITORY OF THE BRITISH VIRGIN ISLANDS**

Register Location:

Registration Number:

Statement of Capital (Share Capital)

| | | | |
|------------------------|-----------------|--------------------------------|------------|
| Class of shares | ORDINARY | <i>Number allotted</i> | 2 |
| | | <i>Aggregate nominal value</i> | 200 |
| <i>Currency</i> | GBP | <i>Amount paid per share</i> | 100 |
| | | <i>Amount unpaid per share</i> | 0 |

Prescribed particulars

IF AT ANY TIME THE SHARE CAPITAL IS DIVIDED INTO DIFFERENT CLASSES OF SHARES, THE RIGHTS ATTACHED TO ANY CLASS MAY, WHETHER OR NOT THE COMPANY IS BEING WOUND UP, BE VARIED WITH THE CONSENT IN WRITING OF THE HOLDERS OF THREE FOURTHS OF THE ISSUED SHARES OF THAT CLASS, OR WITH THE SANCTION OF AN EXTRAORDINARY RESOLUTION PASSED AT A SEPARATE GENERAL MEETING OF THE HOLDERS OF THE SHARES OF THE CLASS. TO EVERY SUCH GENERAL MEETING THE PROVISIONS OF THE ARTICLES RELATING TO GENERAL MEETINGS SHALL APPLY BUT SO THAT THE NECESSARY QUORUM SHALL BE TWO PERSONS AT LEAST HOLDING OR REPRESENTING BY PROXY ONE THIRD OF THE ISSUED SHARES OF CLASS AND THAT ANY HOLDER OF SHARES OF THE CLASS PRESENT IN PERSON OR BY PROXY MAY DEMAND A POLL

Statement of Capital (Totals)

| | | | |
|-----------------|------------|--------------------------------------|------------|
| <i>Currency</i> | GBP | <i>Total number of shares</i> | 2 |
| | | <i>Total aggregate nominal value</i> | 200 |

Full Details of Shareholders

The details below relate to individuals / corporate bodies that were shareholders as at 31/10/2013 or that had ceased to be shareholders since the made up date of the previous Annual Return

A full list of shareholders for the company are shown below

Shareholding 1 : **2 ORDINARY shares held as at the date of this return**
Name: **GOLDSTAR LIMITED**

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Charity Commission Receiver and Manager, CIC Manager, Judicial Factor.



Termination of a Director Appointment

Company Name: **WHITE MID SLOAN LIMITED**

Company Number: **05607552**



X4GVUW7E

Received for filing in Electronic Format on the: **28/09/2015**

Termination Details

Date of termination: **28/11/2013**

Name: **MS SUZAN WALSH**

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Liquidator, Administrator, Administrative Receiver, Receiver, Receiver manager, Charity Commission Receiver and Manager, CIC Manager, Judicial Factor.



Appointment of Director



X4GVUWM8

Company Name: **WHITE MID SLOAN LIMITED**

Company Number: **05607552**

Received for filing in Electronic Format on the: **28/09/2015**

New Appointment Details

Date of Appointment: **28/11/2013**

Name: **MS EDNA GERTRUDE GRANT**

Consented to Act: **YES**

Service Address recorded as Company's registered office

Country/State Usually Resident: **ENGLAND**

Date of Birth: **13/11/1928**

Nationality: **BRITISH**

Occupation: **COMPANY DIRECTOR**

Former Names:

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Administrator, Administrative Receiver, Receiver, Receiver Manager, Charity Commission Receiver and Manager, CIC Manager, Judicial Factor.



Companies House

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AR01 (ef)

Annual Return



X3LMVLEO

Received for filing in Electronic Format on the: 28/11/2014

Company Name: WHITE MID SLOAN LIMITED

Company Number: 05607552

Date of this return: 31/10/2014

SIC codes: 68100

Company Type: Private company limited by shares

Situation of Registered Office: 145-157 ST. JOHN STREET
LONDON
EC1V 4PW

Officers of the company

Company Director 1

Type: **Person**
Full forename(s): **MS SARAH**

Surname: **BLEACH**

Former names:

Service Address recorded as Company's registered office

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **01/02/1972** Nationality: **BRITISH**

Occupation: **COMPANY DIRECTOR**

Company Director 2

Type: **Person**
Full forename(s): **MR MARTIN**

Surname: **WALSH**

Former names:

Service Address recorded as Company's registered office

Country/State Usually Resident: **HONG KONG**

Date of Birth: **23/07/1965** Nationality: **BRITISH**

Occupation: **COMPANY DIRECTOR**

Company Director 3

Type: **Person**
Full forename(s): **MS SUZAN**

Surname: **WALSH**

Former names:

Service Address recorded as Company's registered office

Country/State Usually Resident: **ENGLAND**

Date of Birth: **21/08/1971** *Nationality:* **BRITISH**

Occupation: **COMPANY DIRECTOR**

Company Director

Type: **Corporate**

Name: **GOLDSTAR INTERNATIONAL INDUSTRIES LIMITED**

Registered or principal address: **P O BOX 957 OFFSHORE INCORPORATIONS CENTRE
ROAD TOWN
TORTOLA
BVI**

Non European Economic Area (EEA) Company

Legal Form: **A BODY CORPORATE**

Law Governed: **TERRITORY OF THE BRITISH VIRGIN ISLANDS**

Register Location:

Registration Number:

Statement of Capital (Share Capital)

| | | | |
|------------------------|-----------------|--------------------------------|------------|
| Class of shares | ORDINARY | <i>Number allotted</i> | 2 |
| | | <i>Aggregate nominal value</i> | 200 |
| <i>Currency</i> | GBP | <i>Amount paid per share</i> | 100 |
| | | <i>Amount unpaid per share</i> | 0 |

Prescribed particulars

IF AT ANY TIME THE SHARE CAPITAL IS DIVIDED INTO DIFFERENT CLASSES OF SHARES, THE RIGHTS ATTACHED TO ANY CLASS MAY, WHETHER OR NOT THE COMPANY IS BEING WOUND UP, BE VARIED WITH THE CONSENT IN WRITING OF THE HOLDERS OF THREE FOURTHS OF THE ISSUED SHARES OF THAT CLASS, OR WITH THE SANCTION OF AN EXTRAORDINARY RESOLUTION PASSED AT A SEPARATE GENERAL MEETING OF THE HOLDERS OF THE SHARES OF THE CLASS. TO EVERY SUCH GENERAL MEETING THE PROVISIONS OF THE ARTICLES RELATING TO GENERAL MEETINGS SHALL APPLY BUT SO THAT THE NECESSARY QUORUM SHALL BE TWO PERSONS AT LEAST HOLDING OR REPRESENTING BY PROXY ONE THIRD OF THE ISSUED SHARES OF CLASS AND THAT ANY HOLDER OF SHARES OF THE CLASS PRESENT IN PERSON OR BY PROXY MAY DEMAND A POLL

Statement of Capital (Totals)

| | | | |
|-----------------|------------|--------------------------------------|------------|
| <i>Currency</i> | GBP | <i>Total number of shares</i> | 2 |
| | | <i>Total aggregate nominal value</i> | 200 |

Full Details of Shareholders

The details below relate to individuals / corporate bodies that were shareholders as at 31/10/2014 or that had ceased to be shareholders since the made up date of the previous Annual Return

A full list of shareholders for the company are shown below

Shareholding 1 : **2 ORDINARY shares held as at the date of this return**
Name: **GOLDSTAR LIMITED**

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Charity Commission Receiver and Manager, CIC Manager, Judicial Factor.



Companies House

Tab: 21__AR

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AR01 (ef)

Annual Return



X4KSSMQY

Received for filing in Electronic Format on the: 23/11/2015

Company Name: WHITE MID SLOAN LIMITED

Company Number: 05607552

Date of this return: 31/10/2015

SIC codes: 68100

Company Type: Private company limited by shares

Situation of Registered Office: 145-157 ST. JOHN STREET
LONDON
EC1V 4PW

Officers of the company

Company Director 1

Type: **Person**
Full forename(s): MS SARAH

Surname: BLEACH

Former names:

Service Address recorded as Company's registered office

Country/State Usually Resident: UNITED KINGDOM

Date of Birth: ****/02/1972** Nationality: **BRITISH**

Occupation: **COMPANY DIRECTOR**

Company Director 2

Type: **Person**
Full forename(s): MS EDNA GERTRUDE

Surname: GRANT

Former names:

Service Address recorded as Company's registered office

Country/State Usually Resident: ENGLAND

Date of Birth: ****/11/1928** Nationality: **BRITISH**

Occupation: **COMPANY DIRECTOR**

Company Director 3

Type: **Person**
Full forename(s): **MR MARTIN**

Surname: **WALSH**

Former names:

Service Address recorded as Company's registered office

Country/State Usually Resident: **HONG KONG**

Date of Birth: ****/07/1965** Nationality: **BRITISH**

Occupation: **COMPANY DIRECTOR**

Company Director

Type: **Corporate**
Name: **GOLDSTAR INTERNATIONAL INDUSTRIES LIMITED**

Registered or
principal address: **P O BOX 957 OFFSHORE INCORPORATIONS CENTRE
ROAD TOWN
TORTOLA
BVI**

Non European Economic Area (EEA) Company

Legal Form: **A BODY CORPORATE**
Law Governed: **TERRITORY OF THE BRITISH VIRGIN ISLANDS**
Register Location:
Registration Number:

Statement of Capital (Share Capital)

| | | | |
|------------------------|-----------------|--------------------------------|------------|
| Class of shares | ORDINARY | <i>Number allotted</i> | 2 |
| | | <i>Aggregate nominal value</i> | 200 |
| <i>Currency</i> | GBP | <i>Amount paid per share</i> | 100 |
| | | <i>Amount unpaid per share</i> | 0 |

Prescribed particulars

IF AT ANY TIME THE SHARE CAPITAL IS DIVIDED INTO DIFFERENT CLASSES OF SHARES, THE RIGHTS ATTACHED TO ANY CLASS MAY, WHETHER OR NOT THE COMPANY IS BEING WOUND UP, BE VARIED WITH THE CONSENT IN WRITING OF THE HOLDERS OF THREE FOURTHS OF THE ISSUED SHARES OF THAT CLASS, OR WITH THE SANCTION OF AN EXTRAORDINARY RESOLUTION PASSED AT A SEPARATE GENERAL MEETING OF THE HOLDERS OF THE SHARES OF THE CLASS. TO EVERY SUCH GENERAL MEETING THE PROVISIONS OF THE ARTICLES RELATING TO GENERAL MEETINGS SHALL APPLY BUT SO THAT THE NECESSARY QUORUM SHALL BE TWO PERSONS AT LEAST HOLDING OR REPRESENTING BY PROXY ONE THIRD OF THE ISSUED SHARES OF CLASS AND THAT ANY HOLDER OF SHARES OF THE CLASS PRESENT IN PERSON OR BY PROXY MAY DEMAND A POLL

Statement of Capital (Totals)

| | | | |
|-----------------|------------|--------------------------------------|------------|
| <i>Currency</i> | GBP | <i>Total number of shares</i> | 2 |
| | | <i>Total aggregate nominal value</i> | 200 |

Full Details of Shareholders

The details below relate to individuals / corporate bodies that were shareholders as at 31/10/2015 or that had ceased to be shareholders since the made up date of the previous Annual Return

A full list of shareholders for the company are shown below

Shareholding 1 : **2 ORDINARY shares held as at the date of this return**
Name: **GOLDSTAR LIMITED**

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Charity Commission Receiver and Manager, CIC Manager, Judicial Factor.



Termination of a Director Appointment

Company Name: **WHITE MID SLOAN LIMITED**

Company Number: **05607552**



Received for filing in Electronic Format on the: **31/10/2016**

X5ISAAQX

Termination Details

Date of termination: **31/12/2015**

Name: **MS SARAH BLEACH**

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Liquidator, Administrator, Administrative Receiver, Receiver, Receiver manager, Charity Commission Receiver and Manager, CIC Manager, Judicial Factor.



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Termination of a Director Appointment

Company Name: **WHITE MID SLOAN LIMITED**

Company Number: **05607552**



X5ISABAY

Received for filing in Electronic Format on the: **31/10/2016**

Termination Details

Date of termination: **31/12/2015**

Name: **GOLDSTAR INTERNATIONAL INDUSTRIES LIMITED**

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Liquidator, Administrator, Administrative Receiver, Receiver, Receiver manager, Charity Commission Receiver and Manager, CIC Manager, Judicial Factor.



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Confirmation Statement

Company Name: **WHITE MID SLOAN LIMITED**

Company Number: **05607552**



X5IV1X14

Received for filing in Electronic Format on the: **01/11/2016**

Company Name: **WHITE MID SLOAN LIMITED**

Company Number: **05607552**

Confirmation **31/10/2016**

Statement date:

Statement of Capital (Share Capital)

| | | | |
|-------------------------|-----------------|--------------------------|------------|
| Class of Shares: | ORDINARY | Number allotted | 2 |
| Currency: | GBP | Aggregate nominal value: | 200 |

Prescribed particulars

IF AT ANY TIME THE SHARE CAPITAL IS DIVIDED INTO DIFFERENT CLASSES OF SHARES, THE RIGHTS ATTACHED TO ANY CLASS MAY, WHETHER OR NOT THE COMPANY IS BEING WOUND UP, BE VARIED WITH THE CONSENT IN WRITING OF THE HOLDERS OF THREE FOURTHS OF THE ISSUED SHARES OF THAT CLASS, OR WITH THE SANCTION OF AN EXTRAORDINARY RESOLUTION PASSED AT A SEPARATE GENERAL MEETING OF THE HOLDERS OF THE SHARES OF THE CLASS. TO EVERY SUCH GENERAL MEETING THE PROVISIONS OF THE ARTICLES RELATING TO GENERAL MEETINGS SHALL APPLY BUT SO THAT THE NECESSARY QUORUM SHALL BE TWO PERSONS AT LEAST HOLDING OR REPRESENTING BY PROXY ONE THIRD OF THE ISSUED SHARES OF CLASS AND THAT ANY HOLDER OF SHARES OF THE CLASS PRESENT IN PERSON OR BY PROXY MAY DEMAND A POLL

Statement of Capital (Totals)

| | | | |
|-----------|------------|--------------------------------|------------|
| Currency: | GBP | Total number of shares: | 2 |
| | | Total aggregate nominal value: | 200 |
| | | Total aggregate amount unpaid: | 0 |

Full details of Shareholders

The details below relate to individuals/corporate bodies that were shareholders during the review period or that had ceased to be shareholders since the date of the previous confirmation statement.

A full list of shareholders for a non-traded company are shown below

Shareholding 1: **1 ORDINARY shares held as at the date of this confirmation statement**
Name: **MARTIN WALSH**

Shareholding 2: **1 ORDINARY shares held as at the date of this confirmation statement**
Name: **EDNA VEALE**

Persons with Significant Control (PSC)

PSC notifications

Notification Details

Date that person became registrable: **06/04/2016**

Name: **MS EDNA GERTRUDE VEALE**

Service address recorded as Company's registered office

Country/State Usually Resident: **ENGLAND**

Date of Birth: ****/11/1928**

Nationality: **BRITISH**

Nature of control

The person has the right to exercise, or actually exercises, significant influence or control over the company.

Confirmation Statement

I confirm that all information required to be delivered by the company to the registrar in relation to the confirmation period concerned either has been delivered or is being delivered at the same time as the confirmation statement

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Charity Commission Receiver and Manager, CIC Manager, Judicial Factor



Confirmation Statement

Company Name: **WHITE MID SLOAN LIMITED**

Company Number: **05607552**



X6IZC8H6

Received for filing in Electronic Format on the: **11/11/2017**

Company Name: **WHITE MID SLOAN LIMITED**

Company Number: **05607552**

Confirmation **31/10/2017**

Statement date:

Confirmation Statement

I confirm that all information required to be delivered by the company to the registrar in relation to the confirmation period concerned either has been delivered or is being delivered at the same time as the confirmation statement

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Charity Commission Receiver and Manager, CIC Manager,
Judicial Factor



Appointment of Director

Company Name: **WHITE MID SLOAN LIMITED**

Company Number: **05607552**



Received for filing in Electronic Format on the: **01/06/2018**

X775LG57

New Appointment Details

Date of Appointment: **31/05/2018**

Name: **MR RICHARD DAVID GIBB**

The company confirms that the person named has consented to act as a director.

Service Address: **LOWER GROUND FLOOR 49 BLATCHINGTON ROAD
HOVE
EAST SUSSEX
UNITED KINGDOM
BN3 3YJ**

Country/State Usually Resident: **ENGLAND**

Date of Birth: ****/11/1959**

Nationality: **BRITISH**

Occupation: **COMPANY DIRECTOR**

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Administrator, Administrative Receiver, Receiver, Receiver manager, Charity Commission Receiver and Manager, CIC Manager, Judicial Factor



Termination of a Director Appointment

Company Name: **WHITE MID SLOAN LIMITED**

Company Number: **05607552**



Received for filing in Electronic Format on the: **10/07/2018**

X79X88EX

Termination Details

Date of termination: **10/07/2018**

Name: **MR MARTIN WALSH**

Authorisation

Authenticated

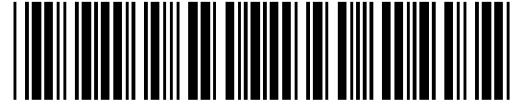
This form was authorised by one of the following:

Director, Secretary, Person Authorised, Liquidator, Administrator, Administrative Receiver, Receiver, Receiver manager, Charity Commission Receiver and Manager, CIC Manager, Judicial Factor.



**Notice of ceasing to be a person
with significant control (PSC)**

Company Name: **WHITE MID SLOAN LIMITED**
Company Number: **05607552**



Received for filing in Electronic Format on the: **09/11/2021**

XAGVP50I

Cessation Details

Date ceased: **01/01/2021**
Name: **EDNA VEALE**

Register entry date

Register entry date **09/11/2021**

Authorisation

Authenticated

This form was authorised by one of the following:

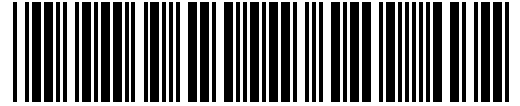
Director, Secretary, Person Authorised, Liquidator, Administrator, Administrative Receiver, Receiver, Receiver manager, Charity Commission Receiver and Manager, CIC Manager, Judicial Factor.



Termination of a Director Appointment

Company Name: **WHITE MID SLOAN LIMITED**

Company Number: **05607552**



Received for filing in Electronic Format on the: **09/11/2021**

XAGVP4YQ

Termination Details

Date of termination: **01/11/2021**

Name: **MS EDNA GERTRUDE VEALE**

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Liquidator, Administrator, Administrative Receiver, Receiver, Receiver manager, Charity Commission Receiver and Manager, CIC Manager, Judicial Factor.



**Notice of Individual Person
with Significant Control**

Company Name: **WHITE MID SLOAN LIMITED**

Company Number: **05607552**



XAHZV7J7

Received for filing in Electronic Format on the: **25/11/2021**

Notification Details

Date that person became **01/11/2021**
registrable:

Name: **MS SUZAN VEALE**

Service address recorded as Company's registered office

Country/State Usually **ENGLAND**
Resident:

Date of Birth: ****/08/1951**

Nationality: **BRITISH**

Nature of control

The person has the right to exercise, or actually exercises, significant influence or control over the activities of a firm that, under the law by which it is governed, is not a legal person; and the members of that firm (in their capacity as such) have the right to appoint or remove, directly or indirectly, a majority of the board of directors of the company.

The person has the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company.

Register entry date

Register entry date **25/11/2021**

Authorisation

Authenticated

This form was authorised by one of the following:

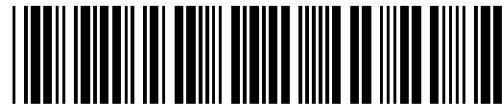
Director, Secretary, Person Authorised, Administrator, Administrative Receiver, Receiver, Receiver manager, Charity Commission Receiver and Manager, CIC Manager, Judicial Factor



**Notice of ceasing to be a person
with significant control (PSC)**

Company Name: **WHITE MID SLOAN LIMITED**

Company Number: **05607552**



XAZ4FQUW

Received for filing in Electronic Format on the: **05/03/2022**

Cessation Details

Date ceased: **01/01/2022**

Name: **SUZAN VEALE**

Register entry date

Register entry date **04/03/2022**

Authorisation

Authenticated

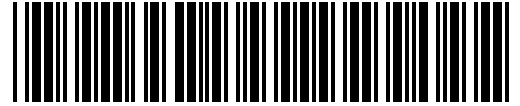
This form was authorised by one of the following:

Director, Secretary, Person Authorised, Liquidator, Administrator, Administrative Receiver, Receiver, Receiver manager, Charity Commission Receiver and Manager, CIC Manager, Judicial Factor.



Termination of a Director Appointment

Company Name: **White Mid Sloan Limited**
Company Number: **05607552**



Received for filing in Electronic Format on the: **04/03/2022**

XAZ1XB82

Termination Details

Date of termination: **04/03/2022**

Name: **MR RICHARD DAVID GIBB**

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Liquidator, Administrator, Administrative Receiver, Receiver, Receiver manager, Charity Commission Receiver and Manager, CIC Manager, Judicial Factor.

EX-PERSEUS-8 : PAGES 229 - 237

**In the High Court of Justice
King's Bench Division**

**In the matter of 94 Rope Street, Rotherhithe, London, SE16 7TF (“Property”)
and in the matter of the First Defendant: Suzan Caryl Cohen (AKA Susan
Veale)**

**Pursuant to section 9 of the Criminal Justice Act 1967 and section 11(1) of the
Company Directors Disqualification Act 1986 in the matter of a forged lease
between White Mid Sloan Ltd (“WMS”) and Perseus Ventures Ltd dated 6
September 2010**

AND:

**In the matter of Barclays Bank (UK) Ltd and the joint LPA Receivers
appointed over the Property.**

INDEX OF EXHIBIT: EX-PERSEUS-8

Exhibit of 9-pages referred to in the Claimant's letter dated 29 September 2023
proving Martin Walsh's ownership rights of the whole of the Property from 21
November 2006 when he transferred to Perseus Ventures Ltd on 14 February 2008.

CONTENTS

*Hyperlinks to section

| <u>Doc. title:</u> | <u>Description:</u> |
|-------------------------------|---|
| *EX-1: Pages: 2 – 3 | Transfer dated 9 August 1990 from Arif Ramadan to Suzan Cohen. |
| *EX-2: Pages: 4 – 5 | Transfer dated 3 August 2005 from SuZan Veale to Martin Walsh & SaZan Veale. |
| *EX-3: Pages: 6 – 7 | Transfer dated 21 November 2006 from SuZan Veale and Martin Walsh to Martin Walsh. |
| *EX-4: Pages: 8 – 9 | Transfer dated 14 February 2008 from Martin Walsh to Perseus Ventures Ltd (417774) a company incorporated under the laws of the British Virgin Islands. |

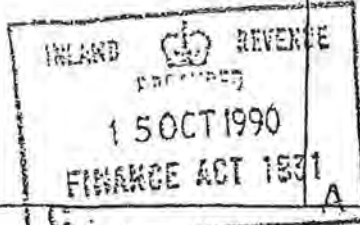
Transfer of Whole ⁽¹⁾

HM Land Registry

Land Registry
Official Copy
Form
(Rules 98 or 115 of Registration Rules. 1)
This copy may not be the same size as the original

Stamp pursuant to section 28 of the Finance Act, 1931, to be impressed here.

When the transfer attracts Inland Revenue duty, the stamps should be impressed here before lodging the transfer for registration.



(1) For a transfer by a Company or Corporation form 19(Co) is printed. For a transfer to joint proprietors form 19(JP) is printed.

County and district (or London borough) } LONDON BOROUGH OF SOUTHWARK

Title number(s) TGL 374/2

Property 94, ROPE STREET, SWEDISH QUAYS, LONDON, S.E.16
(formerly PLOT 94, SWEDISH QUAYS)

Date 9th August 19 90 In consideration of TWO HUNDRED THOUSAND

pounds (£ 200,000.00) the receipt of which is hereby acknowledged.

I/We (3) ARIF RAMADAN
of 94, ROPE STREET, SWEDISH QUAYS, LONDON, S.E.16
(hereinafter referred to as "The Transferor")
as beneficial owners hereby transfer to (4)

(5) SUZAN COHEN
of 1, HAWKE PLACE
ROTHERHITHE
LONDON S.E.16
(hereinafter referred to as "The Transferee")
(6) (Company registration number)

the land comprised in the title(s) above mentioned (7) (8) with the object of affording to the Transferor a full and effective indemnity in respect thereof but not further or otherwise the Transferee hereby covenants with the Transferor that the Transferee and the persons deriving title under her Will henceforth observe and perform the restrictive covenants and conditions referred to in the Charges Register of the above property and will keep the Transferor and his estates and effects indemnified in respect of any breach thereof so far as the same affect the land hereby transferred and are still subsisting and capable of being enforced.

Enter any special clause here.

A transfer for charitable purposes should follow form 36 in the schedule to the Land Registration Rules 1925 (see rules 121 and 122).

9) If a certificate of value for the purposes of the Stamp Act, 1891, and amending Acts is not required, this paragraph should be deleted.

~~(9) I do hereby certify that the transaction hereby effected does not form part of a charge of the assets or accounts of transaction in respect of which the amount of value for stamp duty purposes exceeds £1000~~

Signed, sealed and delivered by the said

... ARIF. RAMADAN
.....

in the presence of

Name JANE HARE Signature of witness *J. Hare*
Address 3 THE DOCK OFFICES SURREY QUAYS
Occupation LICENSED CONVEYANCER

Signed, sealed and delivered by the said

... SUZAN. COHEN
.....

in the presence of

Name ROSEMARY GREEN Signature of witness *R. Green*
Address 8 ROTHERHITHE NEW ROAD ROTHERHITHE SE
Occupation RECEPTIONIST

Land Registry

TR1

of registered title(s)

If you need more room than is provided for in a panel, use continuation sheet CS and attach to this form.

| |
|--|
| 1. Stamp Duty |
| <p>Place "X" in the appropriate box or boxes and complete the appropriate certificate.</p> <p><input checked="" type="checkbox"/> It is certified that this instrument falls within category <input type="checkbox"/> in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987</p> <p><input type="checkbox"/> It is certified that the transaction effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of £ <input type="text"/></p> <p><input type="checkbox"/> It is certified that this is an instrument on which stamp duty is not chargeable by virtue of the provisions of section 92 of the Finance Act 2001</p> |
| 2. Title Number(s) of the Property <i>Leave blank if not yet registered.</i> TGL 37412 |
| 3. Property 94 Rope Street, Swedish Quays, London SE16 7TF |
| 4. Date 03 August 2005 |
| 5. Transferor <i>Give full names and company's registered number if any.</i> SuZan Veale |
| 6. Transferee for entry on the register <i>Give full name(s) and company's registered number, if any. For Scottish companies use an SC prefix and for limited liability partnerships use an OC prefix before the registered number, if any. For foreign companies give territory in which incorporated.</i> Martin Walsh & SuZan Veale <i>Unless otherwise arranged with Land Registry headquarters, a certified copy of the Transferee's constitution (in English or Welsh) will be required if it is a body corporate but is not a company registered in England and Wales or Scotland under the Companies Acts.</i> |
| 7. Transferee's intended address(es) for service (including postcode) for entry on the register <i>You may give up to three addresses for service one of which must be a postal address but does not have to be within the UK. The other addresses can be any combination of a postal address, a box number at a UK document exchange or an electronic address.</i> Unit A 11/F CMA Building, 64-66 Connaught Road Central, HKSAR, HONG KONG Messrs Needleman Treon, Solicitors, Meridien House, 42 Upper Berkeley Street, London W1H 5QJ 94 Rope Street, Swedish Quays, London SE16 7TF |
| 8. The Transferor transfers the Property to the Transferee |
| 9. Consideration <i>Place "X" in the appropriate box. State clearly the currency unit if other than sterling. If none of the boxes applies, insert an appropriate memorandum in the additional provisions panel.</i> <input type="checkbox"/> The Transferor has received from the Transferee for the Property the sum of <i>In words and figures.</i> <input type="checkbox"/> <i>Insert other receipt as appropriate.</i> <input checked="" type="checkbox"/> The transfer is not for money or anything which has a monetary value |

10. The Transferor transfers with Place "X" in the appropriate box and add any modifications.

- full title guarantee limited title guarantee

11. Declaration of trust Where there is more than one Transferee, place "X" in the appropriate box.

- The Transferees are to hold the Property on trust for themselves as joint tenants
 The Transferees are to hold the Property on trust for themselves as tenants in common in equal shares
 The Transferees are to hold the Property Complete as necessary.

12. Additional provisions Insert here any required or permitted statements, certificates or applications and any agreed covenants declarations, etc.

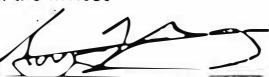
13. Execution The Transferor must execute this transfer as a deed using the space below. If there is more than one Transferor, all must execute. Forms of execution are given in Schedule 9 in the Land Registration Rules 2003. If the transfer contains Transferee's covenants or declarations or contains an application by the Transferee (e.g. for a restriction), it must also be executed by the Transferee (all of them, if there is more than one).

Executed as a Deed by the SuZan Veale in the presence of the witness



on 03 August 2005

Witness




Name Tony JENKS

Address 76 EDGWARE RD

LONDON

W2 2EQ

**WE CERTIFY THIS TO BE A
TRUE COPY OF THE ORIGINAL**

 NEEDLEMAN TREON
SOLICITORS

3 August 2005


NEEDLEMAN TREON
SOLICITORS

Meriden House, 42 Upper Berkeley Street
London W1H 5QJ
Tel: 020 7723 0766 Fax: 020 7724 9878

© Crown copyright (ref: LR/110/CD-RGM) 6/03

le
of registered title(s)

Land Registry

TR1

If you need more room than is provided for in a panel, use continuation sheet CS and attach to this form.

1. Stamp Duty

Place "X" in the appropriate box or boxes and complete the appropriate certificate.

- It is certified that this instrument falls within category in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987
- It is certified that the transaction effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of £
- It is certified that this is an instrument on which stamp duty is not chargeable by virtue of the provisions of section 92 of the Finance Act 2001

2. Title Number(s) of the Property *Leave blank if not yet registered.*

TGL 37412

3. Property

94 Rope Street, Swedish Quays, London SE16 7TF

4. Date

21 November 2006

5. Transferor *Give full names and company's registered number if any.*

SuZan Veale & Martin Walsh

6. Transferee for entry on the register *Give full name(s) and company's registered number, if any. For Scottish companies use an SC prefix and for limited liability partnerships use an OC prefix before the registered number, if any. For foreign companies give territory in which incorporated.*

Martin Walsh

Unless otherwise arranged with Land Registry headquarters, a certified copy of the Transferee's constitution (in English or Welsh) will be required if it is a body corporate but is not a company registered in England and Wales or Scotland under the Companies Acts.

7. Transferee's intended address(es) for service (including postcode) for entry on the register *You may give up to three addresses for service one of which must be a postal address but does not have to be within the UK. The other addresses can be any combination of a postal address, a box number at a UK document exchange or an electronic address.*

Unit A 11/F CMA Building, 64-66 Connaught Road Central, HKSAR, HONG KONG
Messrs Needleman Treon, Solicitors, Meridien House, 42 Upper Berkeley Street, London W1H 5QJ
94 Rope Street, Swedish Quays, London SE16 7TF

8. The Transferor transfers the Property to the Transferee

9. Consideration *Place "X" in the appropriate box. State clearly the currency unit if other than sterling. If none of the boxes applies, insert an appropriate memorandum in the additional provisions panel.*

- The Transferor has received from the Transferee for the Property the sum of *In words and figures.*
- Insert other receipt as appropriate.*
- The transfer is not for money or anything which has a monetary value

10. The Transferor transfers with Place "X" in the appropriate box and add any modifications.

- full title guarantee limited title guarantee

11. Declaration of trust Where there is more than one Transferee, place "X" in the appropriate box.

- The Transferees are to hold the Property on trust for themselves as joint tenants
 The Transferees are to hold the Property on trust for themselves as tenants in common in equal shares
 The Transferees are to hold the Property Complete as necessary.

12. Additional provisions Insert here any required or permitted statements, certificates or applications and any agreed covenants, declarations, etc.

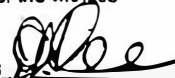
13. Execution The Transferor must execute this transfer as a deed using the space below. If there is more than one Transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains Transferee's covenants or declarations or contains an application by the Transferee (e.g. for a restriction), it must also be executed by the Transferee (all of them, if there is more than one).

Executed as a Deed by the SuZan Veale in the presence of the witness



on 21 November 2006

Witness



Name

D DOWNING

Address

23 Marlow Park St
London
SW1H 9NE

Executed as a Deed by the Martin Walsh in the presence of the witness



on 21 November 2006

Witness



Name

D DOWNING

Address

23 Marlow Park St
LONDON
SW1H 9NE

vided for in a panel, use continuation sheet CS and staple to this form)

1. Stamp Duty



Place "X" in the box that applies and complete the box in the appropriate certificate

- I/We hereby certify that this instrument falls within category in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987
- It is certified that the transaction effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of
- I/We hereby certify that this instrument is exempt from stamp duty by virtue of the provisions of Section 92 of the Finance Act 2001

2. Title Number(s) of the Property (leave blank if not yet registered)

TGL37412

3. Property

94 Rope Street, Swedish Quays, London, SE16 7TF

If this transfer is made under section 37 of the Land Registration Act 1925 following a not-yet-registered dealing with part only of the land in a title, or is made under rule 72 of the Land Registration Rules 1925, include a reference to the last preceding document of title containing a description of the property.

4. Date 14 February 2008

5. Transferor (give full names and Company's Registered Number if any)

Martin Walsh

6. Transferee for entry on the register (Give full names and Company's Registered Number if any; for Scottish Co. Reg. Nos., use an SC prefix. For foreign companies give territory in which incorporated.)

Percus Ventures Limited (417774) a company incorporated under the laws of the British Virgin Islands

Unless otherwise arranged with Land Registry headquarters, a certified copy of the transferee's constitution (in English or Welsh) will be required if it is a body corporate but is not a company registered in England and Wales or Scotland under the Companies Acts.

7. Transferee's intended address(es) for service in the U.K. (including postcode) for entry on the register

94 Rope Street, Swedish Quays, London, SE16 7TF and its registered office is situate at Pasea Estate, Road Town, Tortola, British Virgin Islands

8. The Transferor transfers the property to the Transferee.

9. Consideration (Place "X" in the box that applies. State clearly the currency unit if other than sterling. If none of the boxes applies, insert an appropriate memorandum in the additional provisions panel.)

The Transferor has received from the Transferee for the property the sum of (in words and figures)

(insert other receipt as appropriate)

The Transfer is not for money or anything which has a monetary value

WE CERTIFY THIS TO BE A TRUE COPY OF THE ORIGINAL SIGNED

NEEDLEMAN TREON
SOLICITORS

10. The Transferor transfers with (place "X" in the box which applies and add any modifications)

full title guarantee limited title guarantee

11. Declaration of trust *Where there is more than one transferee, place "X" in the appropriate box.*

- The transferees are to hold the property on trust for themselves as joint tenants.
- The transferees are to hold the property on trust for themselves as tenants in common in equal shares.
- The transferees are to hold the property *(complete as necessary)*

12. Additional Provision(s) *Insert here any required or permitted statement, certificate or application and any agreed covenants, declarations, etc.*

12.1 Jurisdiction

This transfer is and shall be governed and construed in all respects in accordance with the laws of England

13. *The Transferors and all other necessary parties should execute this transfer as a deed using the space below. Forms of execution are given in Schedule 3 to the Land Registration Rules 1925. If the transfer contains transferees' covenants or declarations or contains an application by them (e.g. for a restriction), it must also be executed by the Transferees.*

Signed as a Deed by
MARTIN WALSH

In the presence of:

Witness Signature:

Witness Name
(PRINTED): *N. J. [Signature]*

Address: *NICHOLAS HARRISON*
8 E.T. HORPE HSE
1, KILNOURSG ROAD
C. GUYARDS CROSS
BUNCELS SQ. PH. 1

Sign here

MJ Walsh

EX-PERSEUS-9 :

In the High Court of Justice
King's Bench Division

Case ref:

Schedule: EX-PERSEUS-9

Pages: 1 - 60

Pursuant to section 9 of the Criminal Justice Act 1967, the Pre-Action Protocol for Professional Negligence in the matter of David Keith Foskett, LPA Receiver, Emma Jane Atkinson (Solicitor for Mr Foskett) and Perseus Ventures Ltd with its Property at 94 Rope Street

EX-PERSEUS-9

This schedule sets out the correspondences between the parties on which the Claimant ("C") relies in chronological order (most recent first). The schedule below hyperlinks to the respective page for electronic viewing navigation:

| TAB | TITLE | DESCRIPTION | PAGES |
|------------|------------------------------------|---|--------------|
| 1. | LO_AddG__94_Rope 29_09_2023_JB1 | C's position statement letter 29/09/2023 in response to D's letter of the same date at tab 2 below. | 2 - 13 |
| 2. | ATKIEDUFFJ339727-7 | Letter from J. Duffy solicitor for Ds dated 29/09/2023 in response to C's issues skeleton at tab 4 below dated 21/08/2023. | 14 - 16 |
| 3. | TRANSCRIPT- -18-09-2023 | Transcript of the call between C's agent & Mr Foskett on 18/09/2023. | 17 - 30 |
| 4. | ISSUES-SKE-21-08-2023 | C's skeleton setting out the issues dated 21/08/2023. | 31 - 42 |
| 5. | AddG__94_Rope_04_09_2023_JB1 | C's letter to D's solicitors dated 04/09/2023. | 43 - 46 |
| 6. | L-B-C_18_08_2023 | C's letter to D's dated 18/08/2023. | 47 - 59 |

By email only: John.Duffy@addleshawgoddard.com & emma.atkinson@addleshawgoddard.com

John Duffy
Addleshaw Goddard LLP

POSITION STATEMENT AND RESPONSE TO DEFENDANTS

Your reference: ADDGDD-LIVE.FID2825096

Dear Mr Duffy,

29th September 2023

We write with numbered paragraphs in response to your letter dated today and your email at 18.05PM where you stated:

"To update you per the comments in the paragraph headed "Next step" in our letter of today's date, the Receivers have now taken possession of the Property and secured it".

Should PVL and/or Martin Walsh seek to re-take possession of the Property, our clients will have no alternative than to consider injunctive relief.

1. We assume, by your statement, and correct us if wrong, that your client has broken and entered knowing that they engineered any liability with the Bank through alleged fraudulent abuse of position. You have been engaged in the civil course of justice in claim proceedings which you responded to. You and your client had full knowledge of circumstance.
2. Your client has no order for possession of residential property. You and they knew that the Claimant ("C") has an order for possession and was occupying the Property. Where is your application to have set aside C's possession order and where is an order granting your client possession? There is certainly no consent from C, who made clear that you are acting outside jurisdiction by virtue of a fraudulent breach of fiduciary duty.
3. The letter before claim ("LBC") was sent to you and your client on 18th August 2023 pursuant to the rule 6.2 of the Pre Action Protocol for Professional Negligence. Rule 8.2 provides you 3-months to investigate and respond to the LBC by the provision of a Letter of Response and/or a Letter of Settlement. 90-days runs from your letter of 13 September 2023.

4. C claims aggravated damages and a claim will be filed after the longstop of 4PM on Tuesday 12 December 2023 on the basis below. An electronic and a hard copy bundle will be served on you shortly after the longstop date.

5. You should notify your insurers now of all the material facts.

A declaration of fraud by breach of fiduciary duty

6. C intends to make an interim application for a declaration by the Court of fraudulent, and or negligent breach of the LPA Receiver's duty to have collected in rent from the Property.

7. On 9 May 2018 it is evident that both defendants were in direct contact with the purported Tenant, and their lawyer, Mr Khankhara. You and your client knew of the rent that was to be received, and failed to have received a sum over a tenancy of three-years, estimated to be £180,000. There are other leases and rental income that have, to date, been concealed by you, your client, Ms Cohen and Mr Rise.

8. The rental income is derived from the purported 3-year Live Work Study London Limited ("LWSL") lease dated 29 April 2017 referred to in your letter of 29 September 2023. It is that lease, and we believe one of several, that you and your client have withheld from us after numerous written requests for disclosure since January 2023.

9. A conspiracy in fraudulent breach of fiduciary duty is centered around failure to have collected in the rents, when just one-year of rent would have disbursed the arrears to the Bank.

10. The fraud is aggravated and compounded by the fact that you and your client seek to make a gain of around £240,000 on top of the loss and damages caused by fraudulent breach of fiduciary duty and gross negligence on the part of both.

11. Just one-year's income from the LWSL lease, estimated to be £60,000 (which could also have been recovered from WMS), would have brought the Bank's loan account into credit and sustained the ongoing commitments.

12. In essence, you and your client have failed in duty to receive income from the Property. You then leverage on your fraud by reliance on the Bank covering up for you (perverting) and failing to have dismissed your client as LPA Receivers to force C into paying you those sums prior to disposal of the Property. That will not happen. C's claim sets off entirely any purported claim the Bank had, including the security.

13. Breaking and entering to take possession of something you do not have is an aggravating feature. Your client must immediately remedy this by handing over the keys to C. C will contact you to arrange collection of the keys.
14. Should you decide not to hand over the keys, C may obtain an interim injunction and may apply for Magistrates warrant application to expedite, for the trespass and breaking and entering. Naturally, you knew a police investigation was in progress.
15. Once again, we reiterate there are serious breaches of AML and PoCA 2002 reporting duties. That issue has not gone away. Your client account received laundered proceeds of crime.

Criminal damage to property and negligent breach by failing to remediate

16. We refer to our letter dated 21 August 2023 of which no response was given. Page 1 set out the points at issue in the hyperlinked table of contents.
17. You failed to address any of the points at issue as you promised to. You then implied in your response of 29 September 2023 that you are intent on refusing to correspond further with C. Your actions are contrary to the spirit of ADR, and in fact all the pre-action protocols under the CPR generally. We place that on record.
18. Issue F, page 7 of that 12-page letter (**ISSUES-SKE-21-08-2023**), para. 36 and 37 refers to evidence, which is also referred to at page 6, para. 14 – 28 of the C's LBC.
19. It is attested beyond doubt that you and your client knew that illegal, unauthorised works were completed and that work was done in breach of planning regulations for the Grade II listed Property, and in breach of the C's lease, by Cohen whilst an undischarged bankrupt purporting to be director of WMS.
20. The occupiers, known to you, the purported tenant who your client referred to as prospective purchaser of the Property, who you were transacting with, was said by Mr Khankhara to have spent around £40,000 carrying out that work on the Property.
21. You and your client subsequently became aware that it was those unauthorised works which prevented disposal of the Property by sale on the open market, causing a breach of the lease and an obvious issue with change of use.
22. Neither you, nor your client took any action to have recovered any of the rent, nor did you manage the Property by pursuing Ms Cohen / WMS for damages causing defective title.

23. Until the remediation works are carried out, the lease is breached and there is unauthorised change of use. The remediation works are estimated to cost at least £100,000 to put right. The Property is defective and is not good and marketable due to the acts and failures by you and your client to have managed the Property.
24. Once again, you knew the sales fell through for these reasons and in full knowledge of circumstance, you had the conscious and premeditated intent to evade the issues. One cannot dispose of property with a defective title and nobody is going to purchase a leasehold absent remediation of the breach.
25. We will of course be referring the Court to all the letters and evidence you appear to have to date sought to evade.
26. You and your client were in direct communication with the solicitor of the Tenant and the company causing those damages to the Property. It is an aggravating feature that you did nothing to collect in the rent, or to have taken action to remediate the damages caused by the unauthorised occupiers of residential property.
27. In your letter you stated that you intend to “robustly defend” but provided no defence and no compliance in accordance with, and as required under the Pre Action Protocol.
28. It appears to us you are seeking to conceal your own fraud and obvious serious breach of fiduciary duty and in doing so you are in breach of your duties under the SRA Code of Conduct.
29. You are on notice in that respect, as you are in respect of the contents of this letter generally.
30. You and your client have at all times since January 2023, known that there is a private criminal investigation, in progress, a course of public justice was underway. Our investigation led to a police investigation based on our evidence and reporting. You will be aware of the consequences of telling a lie with intent to prevent justice being served or to conceal material facts or evidence.

Criminal Property & the Proceeds of Crime Act 2002 (“PoCA 2002”)

31. All the rental income derived from the Property is criminal property derived from criminal conduct as defined in sections;

340(2)(a) & 340(2)(b), 340(3)(a) & 340(3)(b), 340(4)(a), 340(4)(b) & 340(4)(c), 340(9)(a), 340(9)(a), 340(9)(b) & 340(9)(c).

32. In our previous correspondence we referred to the indictable only criminal offence under section 329(1) of PoCA 2002. That offence was complete when the LPA Receivers received rental proceeds originating from two statutory offences;
- a. **Section 1(1) of the Forgery & Counterfeiting Act 1981** when on 6 September 2010, whilst an undischarged bankrupt, Cohen forged that 10-year lease purporting to be between WMS and Perseus. Thereafter on multiple counts in respect of the sub-leases which have to date been withheld by you and your client.
 - b. **Section 11(1) of the Company Directors Disqualification Act 1986** on multiple counts between 21 August 2009 and 21 August 2018 when Cohen purported to act as a director of WMS and acted in management of the Companies affairs at a time she was an undischarged bankrupt.
33. Unquestionably, the proceeds arose through this offending, through the forged lease and Cohen's offending and fraud whilst an undischarged bankrupt.

Real evidence that the defendants received criminal property

34. Mr Foskett admitted during a recorded call with C's investigator on 18 August 2023 that he had received 2 – 3 months of rental income from the Property.
35. Whilst we have not yet transcribed the orally recorded evidence, we at this stage adduce two recordings in audio format only which can be listened to by clicking on the following auto file titles:

[Foskett_16_08_2023-1](#) ("16A")

[Foskett_18_08_2023-2](#) ("18B")

36. At approximately 12 minutes and 3 seconds into the recording (18B) it was said:

Mr Foskett: *"The people that were paying White Mid Sloan, I can't even remember their name, London something or other. I managed to get them out, right"*

Mr Baines: *Did you?*

Mr Foskett: *So first of all, first of all I managed to get rent being paid to me, rather than White Mid Sloan. I then managed to get them out, right, so then we had the property vacant, whilst we were selling to other occupiers.*

Then, we had the issue with license, first then we had the issue once with the bloody Land Registry coz Suzanne Veale put caution on the title. Then, we're about to sell on the other one when we had license to assign issues with the Landlords regarding Martin converting it from a property to a HMO. And then, we had issues with the license to assign, so, the Charity wanted to then go and get a further survey carried out but they couldn't because Suzanne Veale had broken in. And at that juncture all the rent had been going to Suzanne Veale, it's quite straight forward.

And since that period of time, I, as the receiver have been trying to get the Bank to pursue a possession order, for, well, since two thousand and nineteen.

Mr Baines: *It's mental that they've not done it.*

Mr Foscett: *Ok, right. Martin has now by himself, via yourselves you've gone in and you've changed the locks, and, and got these people out, well, good, well done, excellent, now we can work together and I can get the property sold.*

37. At approximately 13.44 minutes into the recording:

Mr Foscett: *I need you to give me the keys, I'll then crack on with it...*

38. At approximately 15.23 minutes into the recording:

Mr Foscett: *So, I could have charged him another fifty odd thousand quid, which I haven't, but I probably will do actually, if he's going to start suing and everything, sod it, I'll charge the whole lot.*

39. At approximately 15.40 minutes into the recording:

Mr Foscett: *It's got nothing to do with the Law of Property Act receivers, it's to do, 100% with the Bank.*

Mr Baines: *So, so you have been receiving rents?*

Mr Foscett: *No*

Mr Baines: *You have received some of the rents out of it, yes?*

Mr Foscett: *I, I received, I received very very early on, I received two or three months and that was it, and then the person stopped paying the rent coz they wanted to buy the;*

property. And, basically it came to a situation where they weren't going to buy the property so I said look, you know, and I had a result coz actually, coz I would have had to have gone down a possession order which would have cost £50, £60, a hundred grand

Mr Baines: *Well, we've done that, yeah, we've done it, obviously, yeah..*

Mr Foskett: *I've managed to get them to go.*

Mr Baines: *We know about it, we've done it.*

Mr Foskett: *I'm not talking, I'm not talking about, no, I'm not talking about, you're not talking about the same people. Your, I'm talking about 5 years ago..*

Mr Baines: *Right*

Mr Foskett: *I'm talking about the tenants 5 years ago, who were supposed to be paying the money to White Sloan, but I ended up getting a couple of months rent out of them.*

False representations intended to make a gain and to cause loss

40. We refer to **EX-PERSEUS-5**, page 2, where we exhibit the letter from your client dated 9 May 2018. We cite from that letter:

"we have been advised by our lawyer that the purported lease between Perseus Ventures Ltd and White Mid Sloan Ltd is not valid, due to the fact it was never consented to by the Bank, and is therefore not binding to us"

"Please note that we have written to Live Work Study London to inform them that the rent is due to us, and that any rent paid to White Mid Sloan LTD will be lost, as it is still due to us.

This is in spite of the co-director of White Mid Sloan Ltd, Ms S. Veale assumption that the receivers do not collect the rent"

41. In your letter dated 29 September 2023 you made a representation you knew, or ought to have known was false. You stated this:

"The Receivers were previously aware that Live Work Study London Limited (LWSL) occupied the Property pursuant to a purported company let agreement dated 29 April 2017. We understand that the purported company let agreement was for a term of three years, commencing from 29 April 2017"

42. Your client's letter dated 9 May 2018 proves that on that date your clients were acutely aware that the rent is due to them and that the rent paid to WMS is still due to them.

43. Mr Walsh and Perseus never had knowledge or sight of lease you refer to of three years. We requested before, and still require, standard disclosure of that lease by return. How much was the monthly rent your client was to have collected in?

44. In your letter you falsely represented by stating this:

Collection of rents

The Receivers do not recognise the purported rights of WMSL and LWSL to occupy the Property. To avoid any question that a periodic tenancy has been created or implied, the Receivers have not collected rents from WMSL, LWSL or other any occupiers of the Property.

45. Your client, by his own admission knew of his duty to have collected in the rent from LWSL on 9 May 2018 and that the rent paid to WMS would be lost, as the rent is still due to them.

46. Your client had to approve your letter before it was sent to us during our private criminal investigation. Your statement that the Receivers have not collected rents from WMSL, LWSL or any other occupiers of the Property is false, and on the balance of probabilities both you and your client knew the representation was false.

47. It is apparent to us that you lied to conceal the criminal property which had passed through your client account, which your client has admitted has passed through his client account.

48. You knew, or ought to have known that makes you and your client criminally liable and it is apparent that your lie was told not only to conceal a blatant fraudulent breach of duty in failing to receive rents, but an intended serious perversion of the course of justice in respect of the offence under section 329(1) of PoCA 2002 committed by your client.

Ex turpi causa non oritur action

49. The doctrine precludes, you, your client and the Bank from making those gains, and for avoidance of doubt, the sums you seek to extort as a result of your fraudulent breach of duty and with assistance of the Bank, are founded by fraud and are considered void ab initio.

50. The doctrine prevents a plaintiff from taking any action founded by a civil or criminal wrongdoing.

51. Failure to receive, breach of primary fiduciary duty is at the heart of it, presenting insuperable obstacles in respect of any form of defence.

Further material information and facts

Evidence from the Property's Land Registry entries:

52. **EX-PERSEUS-8** is C's 9-page exhibit of evidence, being the Land Registry official transfers of the Property from 9 August 1990 – 14 February 2008. The evidence proves that on 21 November 2006 Cohen transferred her remaining 50% interest in the Property to Mr Walsh.

53. On 21 August 2009 Cohen was adjudged bankrupt.

Evidence from Companies House:

54. **EX-PERSEUS-7** is C's evidence from the WMS Companies House Registry. Tab-5, page 20 attests that Suzan Veale resigned as a director of WMS on 14 March 2009.

55. Cohen, the undischarged bankrupt, did not re-appoint herself as a director until 21 August 2011 and was disqualified under section 11(1) of the Company Director's Disqualification Act from acting as one or managing the affairs of a Company from August 2009 – November 2018.

56. The purported lease between WMS and Perseus was forged by Cohen and was said to have been completed on 6 September 2010.

57. Conclusively therefore, the Land Registry evidence proves that after 21 November 2006 Cohen had no personal interest in the Property. The Companies House record proves that Cohen, nor Veale were directors of WMS in 2010 when purporting to act as one Cohen forged the lease.

Evidence from the Official Public Register:

58. When searching "*94 Rope Street*" in [the London Gazette for the Property](#), there is wide publication of Cohen's bankruptcy and that she is acting under the alias of "**Suzan Veale**" at the Property. The Defendants were to have conducted those pre-requisite searches of the Property's public records in fulfilment of their duties.

Screenshot of the London Gazette record for the search “94 Rope Street”

The screenshot shows the London Gazette website with the search results for '94 Rope Street'. The page header includes the Royal Coat of Arms and 'THE GAZETTE OFFICIAL PUBLIC RECORD'. The search results are displayed in a list format, showing four entries for 'Suzan Cohen' with various bankruptcy notices. The search filter on the left shows 'Text search' and 'Notice type' options. The right sidebar contains 'Actions', 'Resources', and 'Digital Signature' sections.

Search and filter [clear all](#)
[Help with search](#)
 Update results

Text search [clear](#)
 Please use this option to search all Gazette data and specifically for notices published before 1998. You can also filter using the publication date and Gazette edition below.

94 Rope Street
 E.g. keyword, company name, company number or person

Notice type [clear](#)
 Please only use the search function below for notices appearing from 1998 onwards. This will search all main Gazette editions (excluding supplements).

Show all
 State
 Royal family
 Parliament Assemblies & Government
 Church
 Companies
 People
 Money
 Environment &

All notices
 1 - 10 of 287 notices
 Sort by: Default Show: 10

Publication Date 1 September 2009
Suzan Cohen
 Cohen, Suzan Caryl Also Known As Suzan Veale Also Known As Mrs Walsh Of 94 Rope Street London SE16 7TF Occupation Unknown ...
 Bankruptcy Orders [View full notice](#)

Publication Date 29 December 2011
Suzan Cohen
 ...t of Justice No 5571 of 2009 Suzan Caryl Cohen Also known as Suzan Veale, also known as Mrs Walsh of 94 Rope Street, London SE16 7TF ...
 Meeting of Creditors [View full notice](#)

Publication Date 7 April 2016
Suzan Cohen
 ... bankrupt carried on business, and under which any debt was incurred: Not Known. Previous addresses: 94 Rope Street, London SE16 7FT. 145-157 St John Street, London EC1V 4PW. PO Box 957, Offshore Incorporations Cent...
 Notices to Creditors [View full notice](#)

Publication Date 27 September 2016
Suzan Cohen
 ...h 21/08/71; Suzan C Downing 22/08/51 and 22/08/61; Suzan Grant 22/08/61. Previous trading addresses: 94 Rope Street, London, SE16 7FT; 145-157 St John Street, London, EC1V 4PW; PO Box 957, Offshore Incorporations Ce ...
 Notice of Intended Dividends [View full notice](#)

Actions
[Take advantage of The Gazette research service](#)

Resources
[Creditor duty: what directors need to know](#)
 Following the recent case of Hunt v Singh [2023] EWHC 1784 (Ch), Lauren Hartigan-Pritchard, Head of Restructuring & Insolvency at Higgs LLP, explains the considerations directors ought to have with regards to the duties owed to creditors.
 Date: 27 September 2023

[Power of attorney process set to go online](#)
 New legislation paves the way for a fully online service for lasting power of attorney (LPA). The Powers of Attorney Act aims to make the LPA system quicker, easier to access and more secure.
 Date: 21 September 2023

[Monthly UK insolvency statistics - August 2023](#)
 The individual and company August 2023 insolvency statistics for England and Wales have been published by the Insolvency Service, together with related insolvency figures for Scotland and Northern Ireland.
 Date: 18 September 2023

59. The record was in 2018, the same as it is evidenced today. From 1 September 2009 – 27 September 2016 it shows that Cohen / Veale is an undischarged bankrupt.

A screenshot of the publication notice of 1 September 2009

The screenshot shows the details of a bankruptcy notice for Suzan Cohen, published on 1 September 2009. The page header includes 'All insolvency notices Resources Place a notice'. The notice details are displayed in a table format, showing the type of notice, publication date, edition, issue number, and notice ID. The bankruptcy orders section provides further details about the notice, including the name of the debtor, the court, the filing date, the order date, and the type of petition. The right sidebar contains 'Actions' and 'Digital Signature' sections.

Notice details

| | |
|-------------------|--|
| Type: | Personal Insolvency > Bankruptcy Orders |
| Publication date: | 1 September 2009 |
| Edition: | London |
| Issue number: | 59172 |
| Notice ID: | L-59172-909710 |

Bankruptcy Orders
Cohen, Suzan Caryl
 Also Known As Suzan Veale Also Known As Mrs Walsh Of 94 Rope Street London SE16 7TF Occupation Unknown
 In the High Court Of Justice
 Petition filing date: 26 June 2009
 No 5571 of 2009
 Bankruptcy order date: 21 August 2009
 Type of petition: Creditor's
 21 Bloomsbury Street, London, WC1B 3SS.

Actions
[Save notice to My Gazette](#)
[Download PDF of this issue](#)
[Print notice](#)
[Share this notice](#)
[Linked data view](#)
[Provenance trail](#)

Digital Signature
[Signed Document HTML](#)
[Signature for HTML Document](#)

Conclusion

Evidence from Land Registry, Companies House and the London Gazette:

60. The evidence proves beyond a reasonable doubt that in April 2018, anyone acting with reasonable diligence could have discovered that it was implausible for Cohen or WMS to have had any interest in the Property whatsoever.
61. The Defendants, who are both you and your clients (including the Bank) were duty bound to have conducted reasonable diligence in respect of the assets and ownership of the Property. The evidence proves that you have failed.
62. Your lie, that your client did not collect in any rent “goes to the heart” of the case for fraudulent breach of fiduciary, it could be considered a perversion of the course of public justice.
63. For avoidance of doubt, an act, or series of acts intended to, or which to pervert the course of justice, is a criminal offence and so is fraud by abuse of position.
64. Your conduct is a clear and obvious breach of your overriding duty to act in the interests of justice, and violations of the SRA core duties and principles.
65. You are now required to respond substantively to this letter and the points at issue prior to the expiration of the statutory 90-day period prescribed by the Pre Action Protocol for Professional Negligence.

An order for standard disclosure pursuant to CPR Part 31:

66. If you fail to provide disclosure of all the leases which we requested from you in our letter of January 2023 by the longstop date of 4PM on Tuesday 10 October 2023 C will apply to the Court for an interim order for disclosure in preparation for trial. It is critical that C understands the total amount of the rent that was due to have been received.

Please refer to the appendix below. Thank you and I look forward to hearing from you.

Yours faithfully,


John Baines


CC: Barclays Bank UK Ltd Management Team - Met Police (Crime ref: 3031834/23)

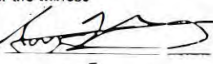
APPENDIX – SUZAN CARYL COHEN'S SIGNATURES

EX-1 – Screenshot of Cohen's signature on the 3 August 2005 Property transfer:


13. Execution *The Transferor must execute this transfer as a deed using the space below. If there is more than one Transferor, all must execute. Forms of execution are given in Schedule 9 in the Land Registration Rules 2003. If the transfer contains Transferee's covenants or declarations or contains an application by the Transferee (e.g. for a restriction), it must also be executed by the Transferee (all of them, if there is more than one).*


Executed as a Deed by the SuZan Veale in the presence of the witness


on 03 August 2005

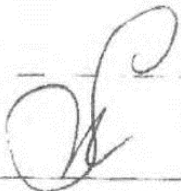
Witness 
Name TONY JENKS
Address 76 EDGWARE RD
LONDON
W2 2EQ

WE CERTIFY THIS TO BE A TRUE COPY OF THE ORIGINAL

 NEEDLEMAN TREON SOLICITORS
3 August 2005

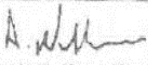
 NEEDLEMAN TREON SOLICITORS
Meridien House, 42 Upper Berkeley Street
London W1H 5QJ
Tel: 020 7723 0786 Fax: 020 7724 9878

EX-2 – Screenshot of Cohen's signature on the 6 September 2010 forged lease:

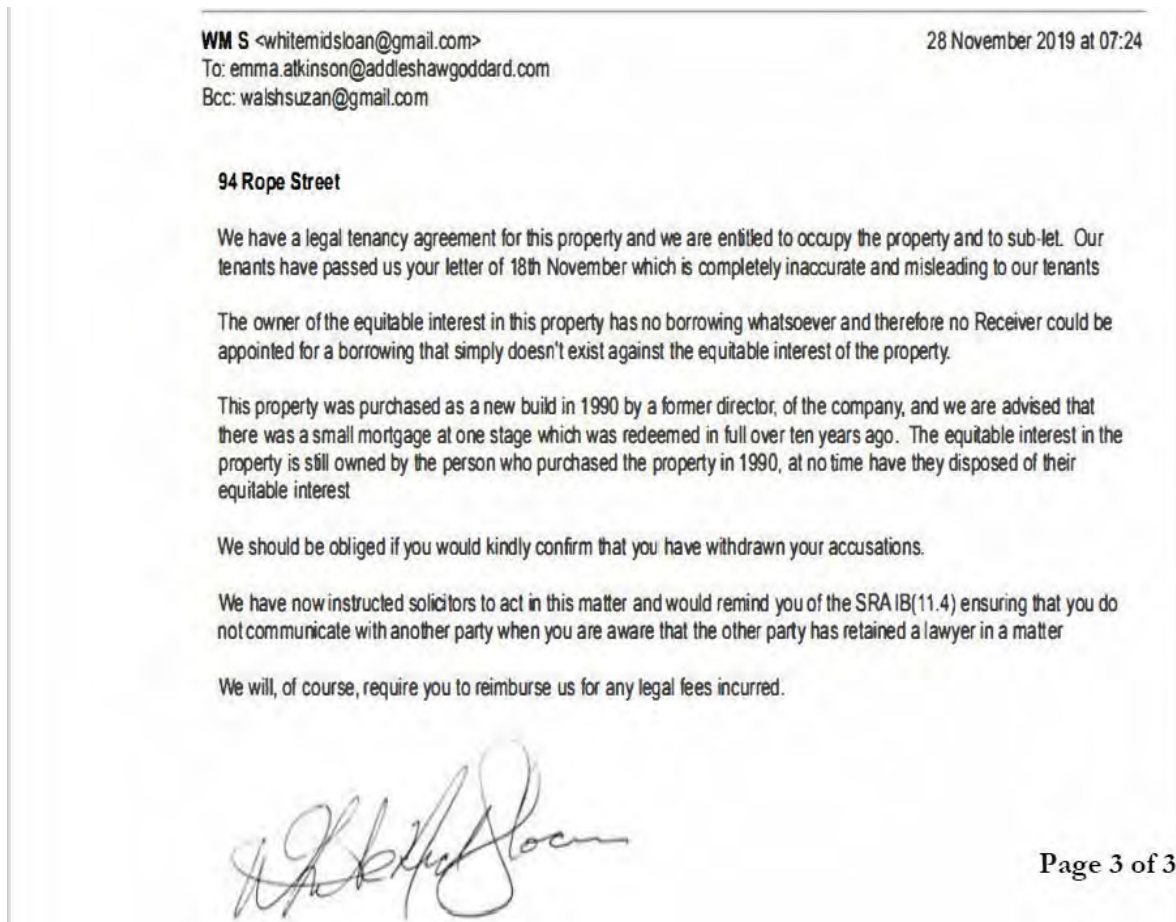
SIGNED 

Signed by White Mid Sloan Ltd

WITNESS'S SIGNATURE, NAME AND ADDRESS


Andrew Louis Howard Needleman
Partner
Needleman & Treon Solicitors
Meridien House
42 Upper Berkeley Street
London W1H 5QJ
DX 44403 Marble Arch

EX-3 – Screenshot of Cohen’s signature for WMS in 2019:



Whilst we do not profess to be handwriting experts, it is established that Cohen was the author of the email above and that Cohen’s signature in that email in the name of the Company is therein exhibited.

Cohen’s signature in EX-1, the 2005 Property transfer has the same unmistakable characteristic as the signatures at EX-2 and EX-3.

On the balance of probabilities therefore, all three signatures are Cohens.

Mr Needleman and Mr Walsh have testified that the lease of 6 September 2010 was forged by Cohen. The sub leases are void ab initio and all the rental income is proceeds of crime.

All such rental income arising from the Property was to have been received by your client, who has done nothing but cause loss and delay through fraudulent abuse of fiduciary duty.

In 2010, the only party lawfully authorised to have signed a lease for WMS was Mr Walsh. The most basic commercial diligence would have revealed that fact.



Our reference ATKIE/DUFFJ/339727-7

29 September 2023

(1) Martin Walsh (walsh@sepulveda-asset.net); and

(2) John Baines
Intelligence UK International (int@intjustice.com)

BY EMAIL ONLY

Dear Sirs

**Our clients: (i) Barclays Bank UK PLC and (ii) David Foskett and Richard Alford of Copping Joyce Surveyors as joint fixed charge receivers of the Property
Property: Leasehold property known as 94 Rope Street, London SE16 7TF**

We refer to your correspondence dated 17 August 2023, 23 August 2023, 1 September 2023, 4 September 2023 and 15 September 2023 and our letters dated 16 August 2023 and 13 September 2023.

White Mid Sloan Limited

The Bank and the Receivers are aware of a purported tenancy agreement of the Property dated 6 September 2010 being granted by Perseus Ventures Limited (**PVL**) to White Mid Sloan Limited (**WMSL**) for a term of 10 years commencing on 6 September 2010.

The purported tenancy agreement in favour of WMSL was granted without the consent of Barclays Bank UK PLC (**Barclays**) as required pursuant to the terms of the legal charge over the Property dated 22 December 2006. As such, the purported tenancy agreement in favour of WMSL does not bind Barclays as registered chargeholder.

The purported tenancy agreement appears to have been signed by Martin Walsh on behalf of PVL as registered proprietor of the Property. It is unclear who signed the agreement on behalf of WMSL. We are aware that Suzan Walsh, Susan Veale and Suzan Veale are former directors of WMSL, however we have not seen evidence of Bankruptcy Orders against these people or whether they are the person who signed the purported agreement on behalf of WMSL.

As the purported lease to WMSL was granted without Barclays' knowledge or consent, the Receivers and Barclays do not recognise any rights of WMSL to occupy the Property. The Receivers have therefore not investigated WMSL's purported tenancy agreement any further.

To avoid any questions of a periodic tenancy or other tenancy arrangement being established or implied, the Receivers have not collected rents from WMSL or any other occupiers during their appointment as fixed charge receivers over the Property.

Live Work Study London Limited

The Receivers were previously aware that Live Work Study London Limited (**LWSL**) occupied the Property pursuant to a purported company let agreement dated 29 April 2017. We understand that the purported company let agreement was for a term of three years, commencing from 29 April 2017.

10-76062066-31339727-7

Addleshaw Goddard LLP, One St Peter's Square, Manchester M2 3DE
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(1) Martin Walsh (walsh@sepulveda-asset.net); and

(2) John Baines
Intelligence UK International (int@intjustice.com)

29 September 2023

The purported letting agreement in favour of LWSL was granted without Barclays' knowledge or consent.

The Receivers also did not recognise LWSL's purported letting agreement and did not collect any rents from LWSL whilst they remained in occupation of the Property.

LWSL subsequently vacated and voluntarily surrendered possession of the Property to the Receivers in November 2018.

Collection of rents

The Receivers do not recognise the purported rights of WMSL and LWSL to occupy the Property. To avoid any question that a periodic tenancy has been created or implied, the Receivers have not collected rents from WMSL, LWSL or other any occupiers of the Property.

As stated in our letter dated 16 August 2023, the Receivers were made aware of residential occupiers occupying the Property in November 2019.

The residential occupiers were in occupation of the Property without the Receivers' knowledge or consent and steps were taken to request that they voluntarily vacate the Property. Unfortunately the occupiers did not vacate as requested.

Due to the unauthorised occupiers being residential occupiers, the Receivers were unable to further steps to remove them from the Property in the absence of a Possession Order being granted by the Court.

Next steps

Our clients are aware that PVL and/or Martin Walsh is in possession of the Property. In our letter dated 13 September 2023, we requested that voluntary possession of the Property be handed over to the Receivers immediately.

No steps have been taken by PVL and/or Martin Walsh to hand over the Property to the Receivers. The Receivers are now taking steps to secure possession of the Property as they are entitled to do under the powers given to them in the legal charge over the Property.

Should PVL and/or Martin Walsh seek to re-take possession of the Property, our clients will have no alternative than to consider injunctive relief.

Allegations against Barclays, the Receivers, Addleshaw Goddard LLP, Emma Atkinson and John Duffy

All allegations made against Addleshaw Goddard LLP, Ms Emma Atkinson, Mr John Duffy, Barclays and the Receivers are denied and will be robustly defended, should a claim be pursued.

Our clients have confirmed that the offer to settle your claims (as detailed in paragraphs 22 and 23 of your letter dated 4 September 2023) is declined.

Reporting obligations

We are aware of our obligations under the Proceeds of Crime Act 2002. If there has been any contact between ourselves and the NCA and/or any other prosecuting authority then this is confidential and we are unable to confirm whether or not a report has been made to the NCA.

(1) Martin Walsh (walsh@sepulveda-asset.net); and

(2) John Baines
Intelligence UK International (int@intjustice.com)

29 September 2023

For the reasons detailed in this letter and our letter dated 16 August 2023, we will not be engaging in any further correspondence regarding the allegations made by Martin Walsh, PVL and/or Intelligence UK International.

Yours faithfully

Addleshaw Goddard

Addleshaw Goddard LLP

Direct line +44 (0)113 209 4905
Email emma.atkinson@addleshawgoddard.com

**TRANSCRIPT OF THE CALL ON 18 SEPTEMBER 2023 BETWEEN
MR BAINES AND MR FOSKETT**

Transcribed on: 21 October 2023
By: Intelligence UK International S.A
Client: Deuda Ltd
Start time: Not applicable
Length: 24.06 minutes.

STATEMENT OF ACCURACY:

I confirm by signing below that the transcription of the audio file titled: [Foskett-18-08-2023-1](#), a copy of which is retained as evidence and can be heard by following the link online, is a true and accurate transcription to the best of my knowledge and belief:

1 **David Foskett:** Uh, hello there.

2 **John Baines:** Mr. Foskett. Hello there, it's uh, Mr. Baines, John Baines here, um,
3 calling about 94 Rope Street.

4 **David Foskett:** Yeah, I'm not prepared to talk to you anymore. Please, put
5 everything through the lawyers.

6 **John Baines:** me. Well, that's not very helpful. That's not very helpful, is it? Right.
7 I want to ask you a question about the rents.

8 **David Foskett:** Um, just go through it and speak to the lawyers, because, to be
9 honest with you, you're probably recalling every telephone call. Um, so, why, why
10 don't you just put all your queries and everything through --

11 **John Baines:** the... Ok think, okay, alright, the best way, the best way to deal with
12 it, and obviously we've sent you the letter, you should have received the letter
13 before action from us, pre action?

14 **David Foskett:** Everything will be coming, the letter, everything will be coming
15 back via the lawyer, I will not be corresponding with you. Everything will be done,
16 everything will be coming back by the lawyers.

17 **John Baines:** Okay, well we're going to take all kinds of action against you. You
18 know what you've done, we know what you've done, and we're going to deal with
19 it.

20 **David Foskett:** Well you don't know anything to be honest with you, you haven't
21 got a clue, you haven't any idea about the law of property act quite clearly --

1 **John Baines:** Ok, we'll see about that.

2 **David Foskett:** So I'm not prepared to spend my time, wasting my time listening
3 to you guys ranting on to me. Ok?

4 **John Baines:** Well you know what we're going to do?

5 **David Foskett:** This is, this is your, your claim here, and all, everything here is to
6 do with the bank. I am, I am acting on behalf of the bank --

7 **John Baines:** Yeah.

8 **David Foskett:** -- and my fees are paid by the bank. All actions I have taken...
9 And everything I have done has been with the bank --

10 **John Baines:** How much rent did you collect?

11 **David Foskett:** I have been keeping Martin involved, as to exactly what's been
12 going on the whole time. And if he has a claim, it is with the bank, not me. And I
13 am indemnified by the assets.

14 **John Baines:** Well that's fine. We haven't got a problem with that. We just want..
15 You know, we're not attacking you. We want to get to the issues and sort it all out..

16 **David Foskett:** Well no. You know, are, you just said you're attacking me in all
17 sorts of ways --

18 **John Baines:** Listen to this.

19 **David Foskett:** -- and I've had this on Martin for the last five years. I understand
20 his frustration, but this frustration is not with me, it is with the bank. So if you start
21 off saying you're going to sue me, in all different which way, well then that's not
22 very helpful is it?

23 **John Baines:** David, you know, you're an experienced guy, you've been in this
24 business many years.

25 **David Foskett:** I am a very experienced guy, I'm a very, very experienced Law of
26 Property Act receiver. I know the Law of Property Act inside out. Yep. All these
27 spurious claims and this, that and the other. Every single thing that he does is
28 costing me more money. And you're costing him more money --

29 **John Baines:** Well no, hang on, you don't know --

1 **David Foskett:** Because every single thing will come out. All costs will come out
2 of any proceeds that are due to him. And every single phone call, every single
3 letter, is more, and more, and more time costs --

4 **John Baines:** Well, David?

5 **David Foskett:** -- and everything that you do with me will go straight back to the
6 bank's lawyer for them to, and, and the, the lawyer acting on behalf of me too,
7 right? And every single thing will be defended, and it's in terms of you making a
8 claim against me for my actions as an LPA receiver --

9 **John Baines:** Yeah.

10 **David Foskett:** Well, you can try, but all the money will come out of the
11 proceeds due to Martin. Right? If you want to take up anything, take it up with the
12 bank's action. Alright?

13 **John Baines:** We know what your duties are --

14 **David Foskett:** I've had many different bank managers on this case. Umm?

15 **John Baines:** -- we know what your duties are as an LPA receiver. Your duty is to
16 collecting property associated with your receivership. Rent is part of that property.
17 How much rent did you collect in?

18 **David Foskett:** It's not. Not, not, not.

19 **John Baines:** Of course it is.

20 **David Foskett:** No, no, course it's not, because I couldn't get possession, the rent
21 wasn't coming to me.

22 **John Baines:** Well, you knew (interrupting) --

23 **David Foskett:** This the, this this is the sort of telephone call, right, and the sort
24 of conversation that we're having and the comments you're making, actually tell me
25 you know nothing about receivership, okay?

26 **John Baines:** Well, we'll see about that then won't we?

27 **David Foskett:** So, I think that actually, to be honest with you. Well, we will,
28 because your, your, your, your attitude --

29 **John Baines:** I haven't got any attitude.

1 **David Foskett:** Okay? And. Okay. And at the end of the day, we'll see, won't we?
2 So when, when you, when you see through this and, and you will, any inquiries that
3 you have, you can make to me and all responses will be backed via the lawyer.

4 **John Baines:** What, in 10 months or six months time or, or will we actually get
5 some sort of decent feedback, uh, within a reasonable timeframe? Coz waiting six
6 months for a response to a simple letter --

7 **David Foskett:** I very much, I very much hope so. Right? Because I have wanted
8 this case off my desk two, three, four years ago. Right? We had, it's very difficult
9 when you're dealing with a large bank. And at the end of the day, it's also very
10 difficult when your client has created probably one of the most complicated
11 property. Um.

12 **John Baines:** But we sorted it out there, didn't we? We sorted it out in no time. It
13 took us less than a year to do it. Why didn't you do it? You know, that's your job to
14 have done it.

15 **David Foskett:** You'd better ask the bank, mate. You're telling me what I should
16 do and shouldn't do.

17 **John Baines:** Well no I'm not I'm just asking you. You're the receiver. You're
18 meant to gather in property.

19 **David Foskett:** You know. Well, you know. You know. I do, yeah.

20 **John Baines:** I know, the issues, yeah.

21 **David Foskett:** Don't you? So well.

22 **John Baines:** I do, yeah.

23 **David Foskett:** You know it so well. I do, yeah. That you're telling me what I
24 should do.

25 **John Baines:** I'm not telling you what you should do, David. I'm not actually.

26 **David Foskett:** You are. You are. You've just told me what I should have done.
27 Listen, there is no point in me talking to you whatsoever. Um, so if you want
28 anything, please ask, please drop me a line with another one of your thousands and
29 thousands of emails. Who's thousands of emails?

30 **John Baines:** Who's thousands of emails?

1 **David Foskett:** And I will then forward it to the lawyer, and I will then, then,
2 then it will be, then it will be answered. In due course.

3 **John Baines:** There's no thousands of emails from us. You know, we've sent you
4 a letter --

5 **David Foskett:** um, Oh, oh my God. Oh my God. Um, I have tried to be as
6 helpful as I possibly could to Martin and I have expressed my frustrations about
7 how this case has, has trundled along. But I think the bank's view has always been
8 that this is such a complicated issue and, and, um, potentially, um --

9 **John Baines:** It's actually very simple.

10 **David Foskett:** The main, the, the main problem actually was, um, In respect, the
11 main reason it got delayed initially to be perfectly honest with you was --

12 **John Baines:** A lack of diligence.

13 **David Foskett:** and they put all, they put all sorts of moratoriums on it. But there
14 is no point in you having a go at me, or Martin having a go at me, because I am
15 acting for the bank.

16 **John Baines:** Okay. Let's deal with this letter.

17 **David Foskett:** Every single thing to do with this is to do with the bank. Yeah.
18 So you can shout and scream at me as much as you want.

19 **John Baines:** No, no. We're not gonna shout and scream at you. Right? We're not.

20 **David Foskett:** And we've understood Martin's frustrations here. Always. Always
21 understood that. And I have been trying to move this thing along for the last five
22 years, cause I'm involved in some very, very large transactions. I do not need to be
23 dealing with the over spill of things like this. I'm sure.

24 **John Baines:** Well, let's get rid of it then. Let's get rid of it. You know, it's in your
25 interest and our interest to get rid of it. Let's get rid of the whole thing.

26 **David Foskett:** And I no longer deal with Barclays Bank. Indeed. And I have tried
27 to push this along for five years --

28 **John Baines:** But now we can.

29 **David Foskett:** I get you and I get Martin shouting at me, telling me what I
30 should be doing and what the law is.

1 **John Baines:** No, no.

2 **David Foskett:** Well I know the law. Right?

3 **John Baines:** Okay, let's get off to a better start on it, okay? If that's the case, I
4 apologize. I certainly didn't want to come across that way.

5 **David Foskett:** Well you are.

6 **John Baines:** Um, let's get off to a better footing.

7 **David Foskett:** You and Martin are extremely threatening. And listen, ur, ah, ah,
8 I've had more threatening people than you in my life.

9 **John Baines:** Oh, I apologize if you feel that way.

10 **David Foskett:** So, you can say what you want, and it's water off a duck's back,
11 okay? Because I am indemnified by the assets of this property by the bank, right?
12 So, whatever costs and whatever you throw against me, goes back to the bank and
13 comes out of Martin's pot. Until there's nothing left. So, you know. It.

14 **John Baines:** Well that's how you work, we know that.

15 **David Foskett:** I have done absolutely nothing. No, I have done absolutely
16 nothing, because all I want to do now, all I want to do, is for you give me the keys,
17 I'll then sell this property and off we go. Right?

18 **John Baines:** But you've not got possession of it at the moment.

19 **David Foskett:** But if you wanted to, you wanted to fight this and fight that, then
20 it is not anybody's fault, that on the, on the day, that because of Martin's structure
21 and the way that he dealt with this, we've had, we've had so many issues. One of
22 them has been, that in actual fact, on one of the transactions that we were just
23 about to complete, notwithstanding that we had the overarching scenario on the
24 land registry, which complicated matters for one purchaser.

25 **John Baines:** We've seen it --

26 **David Foskett:** That still remains.

27 **John Baines:** Yeah, we've seen all the emails, we've seen the email chains, we
28 know what's what, yeah.

1 **David Foskett:** Right? Yeah, that, that, that still matters. But then, because of he
2 carried out work and effectively created an HMO out of what is an existing
3 residential property, he didn't obtain landlord's consent. We've still got to deal with
4 landlord's consent.

5 **John Baines:** Correct, and that's the biggest issue (overspeaking) because that's
6 what stopped the second one

7 **David Foskett:** Right. That has to be dealt with, and I have to get some chartered
8 surveyors in there with them to prove that there are no structural damages to that
9 property. At that stage they will then let us have the licence to sign, and then we
10 can actually sell it. So, the sooner you give me the keys, the sooner I can get on
11 with it and complete it.

12 **John Baines:** But you haven't got possession of it.

13 **David Foskett:** If you wish to go through this myriad of legal situation, it's just
14 going to cost Martin more money.

15 **John Baines:** What we want to do, what we want to do, right, is quite simply, we
16 want to get to the issues about this rent issue. So we're quite happy to do the
17 professional...

18 **David Foskett:** What rent issue? What rent issue?

19 **John Baines:** Well, the fact is that...

20 **David Foskett:** Okay. The woman broke in --

21 **John Baines:** Yeah.

22 **David Foskett:** -- right, and we have no idea what Martin's relationship with this
23 person is. The situation where this thing was created is the most complicated and
24 convoluted legal agreement arrangement I have ever seen for such a small
25 property. It's ridiculous, right? And at the end of the day, we don't know what
26 happened. I was, I was waiting for license to assign, selling this property at a very
27 good price for an excellent purchaser. The next thing, someone breaks in.

28 **John Baines:** Yeah.

29 **David Foskett:** Now, we have advised Martin what the legalities were, and in
30 terms of the receiver possibly trying to take possession, which were, we were
31 advised was not the way to go, because we may or may not get possession --

1 **David Foskett:** -- and then we'll be lumbered with AST's for God knows how
2 long, and possibly have, assured tenancies, which would have smashed the value of
3 the property. So then from that moment onwards, all that's happened is Suzanne
4 Walsh has taken the rent and not withstanding my lawyers and dealing with her
5 lawyers and this, that and the other, she has kept the rent.

6 **John Baines:** But she was... Yeah, we know, what we've done is we've done an
7 investigation over nearly two years into all of this. And we've gone through
8 everything with a very fine tooth comb. We've interviewed parties like Needleman
9 and all the rest of it. We've proven that the lease was forged. Because at the time,
10 even if the lease wasn't forged, the position is that it was...

11 **David Foskett:** What lease?

12 **John Baines:** The originating lease, the originating lease between, purporting to
13 be between White, Mid Sloan and Perseus. Because it was that that was all of these
14 --

15 **David Foskett:** That's as far as I'm concerned. That, that, that, you can go way,
16 again, you can go way back to the lawyer. What I managed to do was I managed to
17 get the... The White Mid Sloan, uh, the people that were paying white mid sloan, I
18 can't remember their name, London something or other, I managed to get them
19 out.

20 **John Baines:** Did you? Oh.

21 **David Foskett:** So, so first of all, first of all, I managed to get rent being paid to
22 me, rather than White Mid Sloan, I then managed to get them out. Right? So then
23 we had the property vacant, whilst we were selling to owner occupiers. Then, we
24 had the issue with... First, then we had the issue once with bloody Land Registry
25 because Suzanne Veale put Caution on the title. Then, we were about to sell it on
26 the other one when we had license to assign issues with the landlord regarding
27 marking, converting it from a property to an HMO. Then, we had the issues with
28 the license to assign. So, the charity then wanted to go and get a further survey
29 carried out but they couldn't because Suzanne Veale had broken in. And at that
30 juncture, all the rent has been going to Susanne Veale. It's quite straightforward.
31 And since that period of time, I have, as the receiver, have been trying to get the
32 bank to pursue a possession order for, well, since 2019.

33 **John Baines:** It's mental that they've not done it.

34 **David Foskett:** Martin has now, by yourself, you've gone in and you've changed
35 the locks and got these people out. Well, good. Well done. Excellent.

1 **David Foskett:** Now we can work together and I can get the property sold
2 because Martin, if he sells it to, I mean, to be honest with you, I've got a local
3 agent who's been very good down there. Um, and he's been, um, you know,
4 excellent in terms of finding buyers.

5 **John Baines:** Well, now we're talking in the right direction, aren't we? Yeah. Yeah.

6 **David Foskett:** Well, we are talking in the right direction, but I need you to give
7 me the keys. I'll then crack on with it. And then what if, if Martin wants to, if he's
8 got. An estate agent who he knows, well, I mean these people know Martin, by the
9 way. Um, if there's someone down there that knows Martin, or Martin feels that
10 there's an agent down there which is particularly good, right?

11 **David Foskett:** We'll get a couple of people, two or three agents in there, to give
12 us an idea of what they think it's worth. And I don't even mind if Martin chooses
13 the agent. I don't care. It doesn't bother me. Right? That I want to get the thing
14 sold and left it done and dusted because, you know, I understand Martin's
15 frustration but my frustration on this is that I will have a very chunky bill at the
16 end of this without question but actually in comparison to my opportunity cost
17 and what I could have dealt with at others, I've lost a fortune.

18 **John Baines:** Okay, we need to know what those costs, we need to know what
19 your costs are, we need transparency in that respect, don't we?

20 **David Foskett:** You, you, you will do that, and I can give you a complete and
21 utter breakdown on how it works, and it's based on insolvency rules, where you get
22 a proportion of every sixth of an hour is broken down by any phone call or email.
23 And I can give you that since 2019, and in, and actually... Normal set
24 circumstances. I also charge a sitting fee of man, of a, um, of an annual, on an
25 annual basis, which is standard insolvency Law of Property practice, law of
26 property practice, to which I haven't charged. So I could have charged him 50 odd
27 thousand quid, which I haven't, but I probably will do. I see the way he's gonna go.
28 Coz if he's gonna start, sod it, I'll charge the whole lot, you know, at the end of the
29 day, I'm trying to be reasonable and I understand his frustration, but it's nothing to
30 do with the Law of Property Act receiver. It's to do 100% with the bank.

31 **John Baines:** So, so you have been receiving rent the bank, you have received
32 some of the rents out of it, yeah?

33 **David Foskett:** No. I, I received, I received very, very early on I received two or
34 three months and that was it. And then the person stopped paying the rent because
35 they wanted to buy the property --

36 **John Baines:** OK.

1 **David Foskett:** Um, and. Basically, it came to a situation where they weren't
2 going to buy the property, so I said look, you know, and I had a result, because
3 actually I would have gone down a possession order which would have cost 50, 60,
4 100 grand.

5 **John Baines:** We've done it, yeah, we've got that, obviously, yeah, we know about
6 it, we've done it.

7 **David Foskett:** I'm not talking, I'm not talking about, no I'm not talking about,
8 you're not talking about the same people, I'm talking about five years ago. I'm
9 talking about the tenants five years ago who were supposed to be paying the
10 money to White Sloan, but I ended up getting a couple of months rent out for
11 nothing to do with it, AST people who illegally took possession by a Walsh or
12 whatever.

13 **John Baines:** You need to sack your lawyers, mate. Honestly, you need to sack,
14 look, very seriously consider your lawyers because your lawyers have got you into a
15 world of shit. They really have, right?

16 **David Foskett:** Well ur, to be honest with you, you can say, you can say what you
17 like, right, in terms of, they've got me into a world of shit. They haven't got me
18 into a world of shit at all, right? As the receiver. Because, at the end of the day, I
19 can't do anything without the bank --

20 **John Baines:** True, yeah.

21 **David Foskett:** -- and there's nothing that I could have done about that rent,
22 okay? In terms of the advice that I got by the lawyers. And if you think the lawyers
23 have cocked up and... Crack on. Crack on. You know.

24 **John Baines:** The thing, the issue is, the, and being (overspeaking) completely
25 transparent --

26 **David Foskett:** The argument here is with the bank, and --

27 **John Baines:** Correct, and we'll take it up with them.

28 **David Foskett:** That is the truth of the matter.

29 **John Baines:** Absolutely, and we'll take it.

30 **David Foskett:** You take it up with the bank and Suzanne Veale.

1 **David Foskett:** Don't have a go at the lawyer or the LPA receiver because all it's
2 going to do is cost you fortunes.

3 **John Baines:** No, we're up for that. We're up for sorting it with the bank because
4 they've got the readies to sort it. Right, so we're up for doing that

5 **David Foskett:** Then that's have a pop at me, because at the end of the day, I
6 have been acting for the bank, and I have been waiting for banks instructions, and
7 this has been the, one of the most complicated instructions of all time, and
8 therefore it has cost a lot of time and effort, which then results in money, right.

9 **John Baines:** Can I explain in just a few sentences, David, what the actual issue is
10 and why the lease was a sham. The originating lease was a sham and why there's
11 been a complete lack of diligence. Not from you, but from the lawyers originating.

12 **David Foskett:** Don't ask me, in terms of the original situation, that is something
13 you're going to have to take up with the lawyers. Right.

14 **John Baines:** We have, we've already got judgement. We've got judgement for
15 680, 000 quid.

16 **David Foskett:** I suggest you do, because that, I mean you're going back 5 years,
17 so you're going back to when the original situation, it was all very murky in terms
18 of who was who and what was what, to be perfectly honest with you, in terms of
19 the relationship between Martin and Suzanne. So I think, I think Martin's going to
20 have to answer a lot of that.

21 **John Baines:** What we've done is we've given you that exhibit that we've sent
22 across to you. So you've got a lot of the background information, the forged leases
23 that we've obtained. We need to get the other ones because what we're doing is
24 we're going to bring a private criminal prosecution.

25 **David Foskett:** What leases? What, what, what leases?

26 **John Baines:** The leases between the tenants and such. The original forged lease
27 that Cohen signed on the 6th of September 2010. Have you seen that?

28 **David Foskett:** I haven't got any, I haven't got any, look I may well have done,
29 right? I may well have done, but you're going back five years, all I'm interested in is
30 here and now, frankly.

31 **John Baines:** Interested in the forgery and the proceeds of crime.

32 **David Foskett:** What?

1 **John Baines:** We're interested in the forgery, in the proceeds of crime, the
2 criminal property, um, which is getting on for 700, 000 in rental income, that's
3 been accrued for a forged lease, i.e. Forgery and Counterfeiting Act. So we're
4 talking about Section 340 of the Proceeds of Crime Act, and criminal property.

5 **David Foskett:** Yeah but what's that got to do, with the LPA Receiver?

6 **John Baines:** Well, it's got to do with the bank and it's got to do with the lawyers
7 that have been involved in this because all of this should have been dealt with. The
8 conveyancing, like your man, Mafoose, on the other side there, right? He should
9 have been on to all of this because --

10 **David Foskett:** Who's Mafoose?

11 **John Baines:** He was the vendor's, the buyer's solicitor working with you, at the
12 time, on this sale.

13 **David Foskett:** Well, look, look, I mean, I'll be honest with you, um, you know, at
14 the end of the day, all I'm gonna say to you is this, I want it sold. So I told you --

15 **John Baines:** what I there's common ground there, right? Yeah.

16 **David Foskett:** -- and in terms of, and in terms of all of the legal legalities
17 regarding God knows what, then it is 100 percent for you to deal with the lawyers
18 and not me.

19 **John Baines:** Okay, well let's deal with them.

20 **David Foskett:** The only thing that's going to happen, the only thing that's going
21 to be happening now is either you play ball with me and give me the keys and I can
22 crack on or actually, um, then that will just be some sort of protracted situation.
23 Um, but ultimately Martin cannot sign this. Um, cannot sign the property away
24 because I'm still in situ.

25 **John Baines:** So... That's the issue isn't it?

26 **David Foskett:** I've seen the letters. Yeah. Saying how useless David Foskett is
27 and get rid of him and this that and the other. Like I'm telling you the bank won't
28 do that. The bank will not give the property back to Martin. Um, uh, they will see
29 this thing through with the LPA receivers. Um, unless they have a change of heart.
30 And basically they decide to write the whole thing off and give it back to him. I
31 don't know, but that's for you to chase through the bank.

1 **John Baines:** sort it with the bank. Right. So let's leave it open. Let's leave things
2 open. Alright. We, and amiable, we've had a good conversation. You have a nice
3 weekend. Let's have a think about it and, and, and all start working in the same
4 direction. That's cool.

5 **David Foskett:** Well, I'm, I'm happy to work with Mark and as I say, the
6 conclusion of all this is I, am, I, I understand his frustration. I really do. Because
7 this has taken too long. Right?

8 **John Baines:** Very long. Yeah.

9 **David Foskett:** Um, And, and, and, you know, I personally have been pushing
10 this every single year and have dealt with something like 11 different bank
11 managers or 10 different bank managers or something like this, but, um, we are
12 where we are, right?

13 **David Foskett:** And at the end of the day, you know, you have got to take on
14 Barclays Bank.

15 **John Baines:** Yeah. Yeah. We're quite happy to do.

16 **David Foskett:** All I want to do, all I want to do is get out of here. And I have
17 asked, I have provided, I'm actually just in the middle of..

18 **John Baines:** We want your costs because we're going to claim your costs off
19 them.

20 **David Foskett:** I've... Pardon?

21 **John Baines:** We want your fees because we're going to fee... We're going to claim
22 your fees.

23 **David Foskett:** Yeah, well, I'm sending that, I'm sending that to the lawyers now -
24 -

25 **John Baines:** Cool, alright.

26 **David Foskett:** -- Um, I'm just, I'm just sending that to them now. And then, I've
27 no doubt they'll send you through what's called an estimated outcome statement.

28 **John Baines:** That's it.

29 **David Foskett:** Um...

1 **David Foskett:** Um, and then, you know, and then basically, the sooner we get it,
2 the sooner that we get this thing sorted, the less my costs will go up by, the less
3 legal costs will go up by, and then there will be a residue left to Martin. Um, but if
4 there's going to be... If there's going to be millions and millions of, oh, or not
5 millions and millions, if there's going to be potential legal suits and this, that and
6 the other, I, Barclays may well turn around and go actually, David. Um, you know,
7 there's going to be an awful lot of legal costs here.

8 **John Baines:** Get rid of it.

9 **David Foskett:** They may advise me. Yep. So, so, it's for you, it's for you to deal
10 with the bank.

11 **John Baines:** Yep. Yeah, well that's what we're going to do. Yeah.

12 **David Foskett:** Well just, just, just do, just do that. Yeah. Right, and in terms of all
13 of your cases and this that and the other, well, that's nothing to do with me. All I
14 want to do is flog it.

15 **John Baines:** Yeah, okay.

16 **David Foskett:** All I want to do.

17 **John Baines:** Alright, that's cool. Alright, nice speaking with you David.

18 You have a good weekend. Take care. Cheers.

--- 24 MINUTES AND 6 SECONDS ---

- - - TRANSCRIPTION ENDS - - -



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Restoring the rule of law & holding the unaccountable to account

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By email only: emma.atkinson@addleshawgoddard.com
Emma Atkinson of Addleshaw Goddard LLP

Your reference: ADDGDD-LIVE.FID2825096

Dear Ms Atkinson,

21st August 2023

We write further to our helpful initial discussion with your client on Friday.

I am sure Mr Foskett will relay to you what he did to us, which is essentially that the inaction, delays of over 5-years, the Claimant's ("C") resultant losses, failure to have collected in and realised any property, and the failure to manage, was due to the Bank. Consequentially, we were advised by Mr Foskett to take it up with the Bank.

Pursuant to section 6.1 of the Pre-Action Protocol C encloses at pages 2 – 12 herewith, its skeleton argument, consolidating the points at issue in the hyperlinked table below:

| | |
|--|---------------|
| A. AGGRAVATED BREACH OF FIDUCARY DUTY | Page: 1 |
| B. The primary duties of an LPA Receiver | Page: 1 - 6 |
| C. Breach of statutory duties and obligations | Page: 6 |
| D. Property that the LPA Receiver failed to receive | Page: 6 |
| E. The LPA Receivers knew of the rental income prior to 26th July 2018 | Page: 7 |
| F. The LPA Receivers breached their duty to manage the Property | Page: 7 - 8 |
| G. The forged WMS lease & the locus of Cohen to have completed it | Page: 8 - 9 |
| H. Gross dereliction of duty in conveyancing due diligence inquiries | Page: 9 - 10 |
| I. Cohen was an undischarged bankrupt with no locus to sign a lease | Page: 10 - 11 |
| J. Failures in respect of Theset Ltd & Live Work Study London Ltd | Page: 11 - 12 |
| K. What the Defendants are asked to do and by when | Page: 12 |

We expect same level of articulation and diligence from the Defendants in its responses. Likewise, we expect the same expeditious responses, as we afforded to you.

Yours faithfully,



INTELLIGENCE UK INTERNATIONAL

CLAIMANT'S SKELETON ARGUMENT DATED 21st AUGUST 2023 - CONSOLIDATING THE POINTS AT ISSUE –

Perseus Ventures Ltd, the Claimant (“C”) provides this skeleton following service on the putative Defendants of our pre-action letter dated 18th August 2023 (“LBC”). This skeleton refers to that and its exhibit: EX-PERSEUS-3 of 144-pages (“EX3”).

A. AGGRAVATED BREACH OF FIDUCIARY DUTY

1. C alleges that the LPA Receiver and the Bank breached its equitable duty to C, failing to act in good faith in performance of the duty to receive and realise property associated with the Bank's mortgage and the receivership, for over 5-years and 4-months.
2. The LPA receiver owes the guarantor of a mortgage, or other secured debt, a duty to take reasonable care. Acting in “*good faith*” means acting diligently, playing fair and doing as law intended in exercise of one's duties.
3. C substantiates in its concise evidence that the Defendants grossly failed, aggravated by the length of time and multiple serious breaches of duty.
4. In full knowledge of the illegal works causing damages to the Property, and having been in communication with the guilty party's lawyer who admitted they carried out those works in breach of lease, the Defendants did absolutely nothing in their duty to manage the Property. Those serious issues are compounded by grossly negligent and or fraudulent failure to receive rents, or to have exercised any reasonable legal due diligence and duty of care in establishing that all the income from the Property was to have been collected in by the Defendants.
5. Failures by the Defendants collectively has caused severe delay, loss of good and marketable title, serious depreciation of value through damages to the Property, superfluous LPA Receiver and Bank lending costs, and damages far exceeding the total liability owed by C to the Bank.

B. The primary duties of an LPA Receiver

6. The LPA Receiver's primary duty is to collect all property associated with the receivership. The Law of Property Act defines “property” as “*any thing in action*”, all and “*any interest in real or personal property.*”

7. LPA receiver's duty is to collect all income from the mortgaged property, including rent, or any other derived incomes, or any part thereof, where that income is subject to a mortgage.
8. A breach of duty, whether either negligent or fraudulent, occurs when the receiver fails in his primary duty to recover property to discharge liability to the Bank, and the surplus to the Mortgagor. (See: LBC; page 3, para. 3(a) – 3(j)).
9. Where a property is let, an LPA receiver has a duty to collect the rents, and to insure, repair and maintain the property. Maintenance clearly does include taking immediate action to remedy any damage and any breach of lease caused by the purported tenants criminally damaging property with their substantial unauthorised and unlawful changes to the interior of the Property.
10. The LPA receiver owes the mortgagor a duty to use reasonable skill and care in obtaining a proper price for the property and in managing the property. As a fixed charge receiver, an LPA receiver carries on the business of the mortgagor, and is under a duty to try and trade profitably and with diligence. Failure to collect in the rents is a wholesale aggravated failure in duty to manage, causing serious loss and delay to C, but also failing in duty of care to the Bank.
11. Just one-year of rent would have discharged the outstanding contractual monthly payments and interest to the Bank, which was £43,000 as of 2nd March 2023. There was more than sufficient capital remaining to have met the ongoing monthly lending commitments with the Bank. The receivership was entirely superfluous, counter-productive and served only to cause significant and easily avoided loss and delay to C and indeed the Bank themselves. There was no management from the Bank, no diligence from the lawyers, not even the most basic prerequisite legal due diligence, and there was no action taken to remedy the breaches and absolute non-performance from the LPA Receivers in over 5-years.
12. In consequence, C was forced to take on a costly and lengthy private investigation and civil prosecution, resulting in obtaining a double-barrelled order for possession and a money judgment for the fraudulently obtained rents in the sum of £668,850 against White Mid Sloan Ltd and Suzan Caryl Cohen.
13. On 17th August 2023 at 16.34PM Ms Burgess, a manager from the Bank wrote to Mr Walsh of C, and this firm, stating the following:

“As you are aware, Barclays have appointed David Foskett and Richard Alford as joint fixed charge receivers over 94 Rope Street to take possession, manage and ultimately sell the property”

“Until recently, we understood that the property was occupied by unauthorised residential occupiers, and we were in the process of commencing possession proceedings”.

“For the avoidance of doubt, you and/or Perseus Ventures Limited do not have the Bank's consent to manage or sell the property and you should handover possession of the property to the Receivers with immediate effect”

14. For avoidance of doubt, C has lawful possession of its Property, and there is a corresponding claim of far greater value than the sum of the security and the Receiver's costs. The claim has, one will agree, more than a reasonable prospect of success, in the sum exceeding £814,000, which extinguishes C's purported liability with the Bank, as a result of fraudulent, and or, negligent breaches by the Defendants.
15. C will not hand over possession of the Property and no consent by the Bank was required under the terms of the facility, to sell the Property, or to manage it in circumstances where the Defendants have absolutely failed in every way, for over 5-years. C demands that the Bank dismisses the LPA Receivers immediately.
16. C refers to EX3, TAB-3, pages 109 – 119 contain our letter to the Defendants dated 31st January 2023. Pages 113 – 119 contain “EX-PERSEUS-2” the exhibit relied on with that letter.
17. EX3, page 116 exhibits the email from Mr Foskett to C of November 11th 2019 at 12.17PM GMT, of which we cite what Mr Foskett stated:

“The landlord has raised various breaches of the lease with the buyer's solicitor, particularly relating to the layout and use of the property. These of course concerned the buyer, however they are still willing to proceed subject to receiving confirmation from the landlord that they will give retrospective consent to the breaches. We are awaiting confirmation from the landlord that they will give this retrospective consent.

The documents themselves do not feel too far off being agreed, however we are in the hands of the landlord and awaiting their response”.

18. EX3, at bottom of page 13 and on to 114 contains the email from Mr Foskett to C of 17th December 2019 at 13.33PM GMT. From that email C cites what Mr Foskett stated:

"We informed the Police, they are aware but unable to do anything until a possession order has been obtained.

We wrote to the bank after getting legal opinion from our lawyers.

The bank have now got to decide what to do, but have a moratorium on all legal action until the new year.

Our agent has been down to the property to arrange a structural survey on behalf of the buyers and told the tenants they are in their illegally, but the tenants won't let him in".

This obviously is a headache for you and us. We are afraid that it looks like there will have to be a court case taken by the bank, which gives them far more chance of obtaining possession more quickly than by us as receivers.

19. On 17th August 2023, exactly 3-years and 8-months later, in its letter, the Bank had the audacity to state this:

Until recently, we understood that the property was occupied by unauthorised residential occupiers, and we were in the process of commencing possession proceedings

20. Having told their Agent that the "tenants" are in the Property illegally and that they are refusing the LPA Receiver the right to access the Property, no further action was taken by the Defendants to receive or protect the property interests of C despite those criminal offences being committed. Likewise, tenants pay rent and nothing was done.
21. Since 17th December 2019, 3-years 8-months and 5-days (1344-days) ago, had they acted properly, the Defendants would have received rental income, crudely (44-months) in the sum of £220,000.
22. It is asserted that the Defendants are asset stripping founded by their own fraudulent breach of duty and we refer to our letter dated 31st January 2023. The issues at TAB-3, page 109, para. 3 - para. 24 remain outstanding and left unaccounted by the Defendants.

23. The Defendant's purported response to that letter is at TAB-4 (pages 120 – 122), dated 16th August 2023. The half-baked response came only after several hours' worth of emails having to consistently chase every few weeks or so over the 5-months and 17-days (167-days) it took.
24. Crudely, calculating the rent that the Defendants failed to collect in over that period of failing to have responded to the letter alone, that's circa £27,000.

C. Breach of statutory duties and obligations

25. In addition to the legal framework and duties set out in C's LBC, an LPA receiver must also comply with the applicable requirements of the Insolvency Act 1986 / Insolvency Rules 2016.
26. Of the statutory duties, there was outright failure to have sought directions from the Court pursuant to section 35(1) and 35(2) of the Insolvency Act 1986. On the balance of probabilities, any judge would have easily identified that neither Ms Cohen nor WMS had any interest in the Property.
27. Failure to receive, to manage the Property and to have acted diligently in establishing the correct factual position in respect of the unlawful occupiers by the LPA Receivers appears to be largely centred around failure to exercise the power to obtain directions from the Court in respect of those matters.

D. Property that the LPA Receivers failed to receive

28. Rental income over 5-years 4-months, and 4-days from 14th April 2018 to 17th August 2023 in the sum of at minimum £291,200, or circa £60,000 per annum.
29. During C's call with Mr Foskett on Friday 18th August 2023, Mr Foskett admitted that he had collected only 2 – 3 months of rental income for the Property during his 64-month receivership.
30. The figure collected in was not disclosed, neither the lease originating it. C requires disclosure of that lease, and all leases obtained by the LPA Receivers.
31. C requires disclosure of the exact sum of the rents collected in by the LPA Receivers, the dates of receipt and details of the bank account and account holder where the payments came from. [See: LBC, page 4 para. 3(j) and 3(i)].

E. The LPA Receivers knew of the rental income prior to 26th July 2018

32. LBC, page 6, para. 14 cites from Mr Khankhara's email that he is acting '*for the current tenant*', and that he admitted to Mr Foskett that his client had "*expended circa £40,000*" making illegal and unauthorised alterations to the Property causing the defects preventing the sale. The email confirmed his client's offer to purchase the Property: '*I am instructed to put forward my client's offer of £775,000.00*'.
33. The LPA Receivers fraudulently, and or negligently breached by failing in their primary duty to have collected in rent from Mr Khankhara's client when it is evidenced that Mr Foskett and by default his co-Defendant, Mr Alford, knew of the income. Clearly a tenant is not going to occupy the Property for free.
34. As far as C is aware, the LPA Receivers failed to obtain a copy of this lease, or any of the leases, necessary in proper management of the Property and failed to have collected in rental income derived from the Property, from all but one of the purported tenants.
35. It is apparent that the 2018 purported sub-lease over the Property with Mr Khankhara's client was well established and yet nothing was done by the LPA Receivers to receive this income.

F. The LPA Receivers breached their duty to manage the Property

36. The Defendants had full knowledge that Mr Khankhara's client, the prospective purchaser of the Property had carried out the unlawful, unauthorised and very significant changes to the interior of the Property, changing its lawful use without planning permission. The Defendants did absolutely nothing to remediate, nor to have sought damages from the offenders to mitigate loss.
37. LBC, page 7, para. 22, refers to Mr Khankhara's client increasing his offer to purchase to £840,000 on 1st October 2018. The reader at this juncture should digest para. 23 – 28.
38. C refers to EX3; TAB-3, page 119 contains an email from Ms Cohen of WMS to Emma Atkinson, the second defendant, of 27th November 2019 at 07.24AM. In that email, Ms Cohen falsely represented that:

“We have a legal tenancy agreement for this property and we entitled to occupy the property and to sub let...”

“The owner of the equitable interest in this property has no borrowing whatsoever and therefore no Receiver could be appointed for a borrowing that simply doesn’t exist against the equitable interest in the property”

39. At EX3; TAB-3, page 118 is the email from Mr Rise of 1st December 2019 at 8.16PM. Mr Rise is known by C to be one of the squatters it evicted earlier this month after obtaining possession of the Property. In that email, Rise refuses to leave and refers to Andrew Rafferty, a solicitor purporting to act for WMS; Bramsdon & Childs, who entered the 2018 illegal charges in respect of the forged lease purporting to act for Cohen, an undischarged bankrupt.
40. It is apparent that D2s, lawyers acting, LPA Receivers and the Bank did nothing whatsoever to conduct even the most basic due diligence to protect or realise the property interests of the parties, in particular, the equitable interests of C.

G. The forged WMS lease & the locus of Cohen to have completed it

41. Mr Foskett confirmed during our call of Friday 18th August 2023 that he had not seen the originating forged lease dated 6th September 2010 obtained during C’s investigation. C refers to EX3; TAB-1, page 2, at sub-tabs 1 – 13 hyperlinked from pages 2 – 3. If viewing electronically, click sub tab 2, the reader is taken to pages 7 – 12 of 144 where C exhibits that lease.
42. The LPA Receivers and the Bank were aware of circumstance. The most basic legal due diligence would have revealed that neither Cohen nor WMS could possibly have any interest in the Property whatsoever. It took Intelligence UK less than a day’s initial work to establish those facts. The Defendants had over 5 years.
43. EX3; page 12 of 144 is the signature page of that purported lease. The WMS signature is known to be Cohen’s usual signature.
44. The signature of Mr Walsh was forged by Ms Cohen. Mr Needleman, the solicitor said to have witnessed the lease, testified in his statement (see: TAB-1; sub-tab 9, pages 29 – 32 of 144 that:

P5: *“My company seal on the Lease was “Needleman and Treon”, however my firm was called “Needleman Treon” and I do not believe the seal is legitimate”*

P6: *“It is said that I witnessed the Lease on 6th September 2010. I do not recognise the signatures on behalf of Perseus Ventures Ltd or White Mid Sloan Ltd and whilst ‘my’ signature has similarities to my usual signature, I have no recollection of ever witnessing the lease”.*

P7: *“I note that nobody witnessed the alleged signature on behalf of Perseus Ventures Limited and if it is ascertained that my alleged signature purports to witness this, it is clearly false”*

45. Within C’s successful possession proceedings, Mr Walsh testified as below:

P4: *“Firstly, I testify that I had no sight or knowledge of the lease purportedly entered into between White Mid Sloan Ltd (“WMS”) and Perseus. I am the only person with signing authority on behalf of the Claimant. I testify that the lease at tab-2 of my exhibit is a forgery”*

P5: *“Secondly, I affirm that I would not have entered into a lease with WMS or Ms Cohen in 2010 or at any time thereafter”*

H. Gross dereliction of duty in conveyancing due diligence inquiries

46. The Defendants were duty bound to have conducted searches and inquiries to establish that they first had locus and title to manage, receive and dispose of property. Any such diligent inquiry would have revealed that WMS has never had rights over the Property and that Mr Walsh purchased the Property from Ms Cohen in January 2007. It is apparent that the Defendants in fact did nothing.
47. C refers to EX3; TAB-1, pages 2 – 3, containing the evidence obtained during C’s investigation.
48. TAB-1 (page-2), sub-tab 4 (page 18 of 144) contains the completion statement from Needleman Treon dated 02/01/2007, who were acting for Ms Cohen.
49. The completion statement evidenced that of the £200,000 consideration paid by Mr Walsh for purchase of Ms Cohen’s remaining 50% share in the Property. The sum of £168,308.73 was transferred from Needleman Treon’s client account to redeem Cohen’s mortgage on the Property at completion of sale.

50. Real evidence proves beyond doubt that neither Ms Cohen or WMS could possibly have had any interest in the Property after completion in January 2007.
51. The sentiment in the latter of paragraph 42 above (para. 5 of Mr Walsh's first statement in the civil proceedings) is substantiated by Ms Cohen herself, sworn under oath. C refers to EX3; TAB-2, page 108.
52. On 22nd September 2010, just 16-days after forging the lease, Ms Cohen declared in her affidavit, within her bankruptcy proceedings at para. 4 that:

"I have no personal connection with the premises known as 94 Rope Street, London SE16 7TF"

53. C refers to EX3; TAB-1, sub-tab 6 (page 23 of 144). The public notice published on 29th December 2011 about a meeting of Ms Cohen's creditors in Ms Cohen's bankruptcy, Cohen's correct name, her fake names, and reference to the Property was all a matter of open public record. Citing from that public notice:

"Suzan Caryl Cohen" "Also known as Suzan Veale, also known as Mrs Walsh of 94 Rope Street, London, SE16 7TF"

I. Cohen was an undischarged bankrupt with no locus to sign a lease

54. It was always a matter of public record that Ms Cohen, said to have acted as a director of WMS, was adjudged bankrupt by order of Registrar Baister on 21st August 2009, and remained an undischarged bankrupt until November 2018.
55. It is a matter of public record that Ms Cohen, acting under various false names, was acting as a director of WMS whilst disqualified. Therefore, on this sole ground, in law, it would have been impossible for Ms Cohen, acting for WMS, to have completed any lease with Perseus at any time after 21st August 2009.
56. Both Mr Walsh and Mr Needleman testified that the WMS lease is forged.
57. The ordinary informed lay observer could easily have determined those material pertinent facts, fundamentally that neither Cohen or WMS could have possibly had any interest in the Property, simply by examining the public record.
58. It is asserted that the Defendants and their lawyers altogether lack diligence.

59. There was gross breach of duty leading to the Property being unlawfully occupied and causing all the delay and loss to C and indeed to the Bank, in consequence, but the latter being of its own making.
60. C refers to TAB-1 (page 2 of 144), sub-tab 5 at pages 19 – 22 of 144. This is important evidence, because it proves that Nigel Fox, Ms Cohen's Trustee in Bankruptcy had aborted proceedings alleging that the transfer of the Property by Ms Cohen to Mr Walsh in 2007 was a transaction at undervalue. This evidence proved beyond reasonable doubt that the Property was never an asset of Ms Cohen's bankruptcy estate and was therefore, after January 2007, never an asset of Ms Cohen's. Once again, the ordinary informed lay observer could have made the discovery in exercise of reasonable diligence.
61. It was grossly negligent of the Defendants to have failed to have made proper inquiries to establish the correct circumstances in respect of the Property and the trespassers and squatters who unlawfully occupied it. More so to have then been told of the correct factual circumstances by C multiple times, and still to have done nothing. The latter being an aggravating factor.

J. Failures in respect of Theset Ltd & Live Work Study London Ltd

62. LBC, page 7, para. 25 – 28 deals with the defects to title as a result of the breach of planning regulations, unlawful conversion to a HMO, the absence of HMO license, and breach of the lease, aggravated by the LPA Receivers being aware of all these issues, and the fact that Mr Khankhara, acting for both parties, confirmed that they were the current tenants.
63. In Mr Khankhara's email dated 7th November 2018 at 17.46PM to the Defendants, he stated specifically to Mr Foskett that:

"...my client has great concerns in relation to the permitted user in the Lease.

The current use of the property (although this is without any express planning consent my client is prepared to take a view on this) is as a HMO and my client had valued this investment accordingly.

However given that the Lease restricts this use the property value would be based on a 4-bedroom residential house and not as a commercial HMO.

My client has made enquiries with the management company (on an anonymous basis) and is of the opinion that the Landlord/Freeholders are unlikely to give consent to a change of use".

64. The completed terms of the superior lease restrict the use to a 4 / 5 bedroomed dwelling, not a HMO. The changes are illegal, constituting a breach of planning regulations, causing breach of the lease and defect to the Property and title adversely affecting saleability.
65. It was at the very least, grossly negligent, but asserted to be fraudulent of the Defendants, who had full knowledge of circumstance, as evidenced above, to have failed in their duty to have sought ramifications against Theset Ltd, Live Work Study London Ltd and its directors.
66. Had the LPA Receivers performed on their duty to manage the Property in 2018 upon discovery of those circumstances, on the balance of probabilities the Property would have been sold by the last quarter of 2019.
67. Instead, on today's date, the defects remain against the title and the breaches of the lease remain unremedied. The damages to the Property, likely to be to the tune of at the very least £150,000 to covert back to a townhouse due to the unlawful actions of those purported tenants, remains unaccounted. Until the works in remedy of the damages are completed, no buyer conducting proper due diligence would purchase the leasehold.

K. What the Defendants are asked to do and by when

68. The Defendants are requested to substantively respond to the points at issue by way of formal witness statements setting out any defence or mitigation, and, by return, to provide the outstanding disclosure requested in its letter dated 31st January 2023 and, in this letter, and its LBC.
69. Furthermore, expressly, the Bank is asked to immediately exercise its power conferred in section 109(5) of the Law of Property Act 1925 and terminate the appointment of the Joint LPA Receivers. C requests that the Bank write by email to confirm that this has been done.
70. The Defendants are to respond substantively with those witness statements in defence, by 4PM GMT on Thursday 7th September 2023.

By email only: emma.atkinson@addleshawgoddard.com

Emma Atkinson
Addleshaw Goddard LLP
3 Sovereign Square
Sovereign Street
Leeds
LS1 4ER

NOTICE - FAILURE TO RESPOND & OFFER TO SETTLE

Your reference: ADDGDD-LIVE.FID2825096

Dear Ms Atkinson,

4th September 2023

We refer to the Claimant's pre-action letter served on you by email on 18th August 2023 and we note we have received no response.

On 31st August 2023 you wrote back to Mr Walsh of the Claimant ("C"), stating that:

"we, the Receivers and Barclays Bank UK PLC will not be engaging further with correspondence received from Intelligence UK and we would ask that you await our written response to your previous correspondence".

Intelligence UK International, of which Mr Walsh is a member is the duty authorised representative of C. There is no reason why you would seek to obfuscate from the issues in question by attempting to stonewall C.

Subsequently, on the same day, C wrote to you to reject your unreasonable last-minute request for an extension of time to respond. There is no reason for failure to have responded to the pre-action letter and the points contained within it within the given timeframe.

Your last letter enclosed the Bank's redemption statement referring to £200,027.30 in receivership fees and £37,588.80. C considers that these costs are gained through criminal fraudulent abuse of position contrary to section 4 of the Fraud Act 2006. C considers that the costs are founded by fraudulent and or negligent acts.

There was fraudulent, and or negligent failure by the Receivers, the Bank, and their lawyers to have conducted prerequisite due diligence.

The evidence and submissions below are numbered for ease in reference:

1. Referring to EX-PERSEUS-6, page 2, we exhibit the signature page of the forged 6th September 2010 lease purporting to be between WMS and C.
2. The lease is signed by Cohen for WMS on 6th September 2010 at a time when Cohen was an undischarged bankrupt, committing the criminal offence contrary to [section 11 of the Company Director Disqualification Act 1986](#). The purported lease stands a nullity on this sole ground.
3. We refer to EX-PERSEUS-7. The table of evidence hyperlinked at pages 1 & 2 set out the WMS Companies House Register evidence in chronological order the showing who the directors and controlling parties were and when.
4. Tab 2, page 17 is the legitimate appointment of Martin Richard Walsh (“**MRW**”) of C on 31st October 2005. MRW resigned on 1st December 2010 (see: tab 8, page 24).
5. Tab 3, page 18 is the fictitious director in the name of Suzan Veale with a date of birth of 21st August 1971. Veale was appointed on 31st October 2005. Veale’s resignation was on 14th March 2009 (see: tab 5, page 20).
6. Tab 4, page 19 is the appointment of a solicitor director, Andrew Louis Howard Needleman (“**ALHN**”) on 2nd November 2005. Tab 6, page 21 is the ALHN resigned on 1st October 2010.
7. Between 14th March 2009 when Veale resigned, and 6th September 2010 when the purported lease was completed, the only two parties lawfully authorised to act for WMS in executing any such deed was neither ALHN or MRW.
8. Referring to EX-PERSEUS-6, page 2. The WMS signature is Cohen’s not ALHN or MRW’s, who both later testified that the lease is a forgery, and that ALHN’s signature and company seal is forged.
9. The Defendants made no attempt to collect in and receive the income from the leases yet it was discovered by C during its investigation that the Defendants were each abundantly aware of the substantial rental incomes being derived by Cohen.

10. There was no execution of reporting duties. There was no basic due diligence which would have revealed, simply by making use of the evidence in the public domain, that Cohen was an undischarged bankrupt, and that the only person who could feasibly have authorised any such lease, was either MRW and ALHN.
11. Essentially, C has an open shut case for fraudulent and or negligent breach of duty which is quantified with a high degree of certainty.
12. C's claim extinguishes the Bank's claim and the purported fees sought to have been charged through grossly negligent, and or fraudulent breach of duty.
13. It is attested by virtue of their actions that the Defendants did cause serious loss and delay to C, and that their actions can be nothing other than grossly negligent at best.
14. C considers however, given that it is evidential that the Defendants knew of the rental income, as they did that Cohen was bankrupt, and that the Property was being unlawfully occupied, the wilful failure to act, and in doing so causing serious and protracted loss to C, is nothing other than fraudulent.
15. There is no reasonable rationale for the conduct, and it is apparent that the Defendants seek not to remedy their wrongdoing, but to profiteer from it.
16. There can be no reasonable explanation for failure to have collected in over £291,000 in rental income when the ordinary informed lay observer can determine that neither Cohen or WMS were ever entitled to that rent.
17. There can be no reasonable explanation for the breach of AML enhanced screening duties and the red flags that the WMS public record would have immediately raised to any trained eye.

OFFER TO SETTLE

18. Without prejudice to the foregoing, in consideration of the circumstances, C puts forward the Claimant's offer to settle:
19. Page 12, para. 5G of C's pre-action letter set the quantified claim in the sum of £814,542.44.
20. C wholly rejects any claim whatsoever by the Defendants for costs accrued;

Through fraudulent, and or negligent breach of duty and as such considers the legal fees and the receiver's fees written off by the Bank and as such is not computed for the purpose of this offer.

21. The sum of £500,486.03, being the Bank's principal sum of the security, plus interest, be set off against C's claim, leaving a balance of £314,056.41.
22. Subject to payment being received by C in full by the longstop date for acceptance of this offer, C offers the Defendant's the opportunity to settle fully and finally by payment of £250,000.

LONGSTOP FOR ACCEPTANCE & FURTHER STEPS

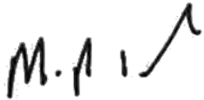
23. This offer shall remain open for acceptance until 4PM on Friday 29th September 2023.
24. If by that date C is not in receipt of funds then it reserves the right to commence proceedings against the Defendants without further notice.

ACCEPTANCE & CONFIRMATION

I have read, and I agree to the terms of the Claimant's offer to settle

For the Claimant:

For the Defendants:

| | |
|--|--|
|  Martin Richard Walsh Perseus Ventures Ltd Date: 4 th September 2023 | |
|--|--|

By email only: emma.atkinson@addleshawgoddard.com

Emma Atkinson
Addleshaw Goddard LLP
3 Sovereign Square
Sovereign Street
Leeds
LS1 4ER

LETTER BEFORE CLAIM

Your reference: ADDGDD-LIVE.FID2825096

Dear Ms Atkinson,

18th August 2023

We write for Perseus Ventures Ltd, Martin Walsh also being a member of this firm, as its authorised representative, in response to your letter dated 16th August 2023.

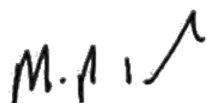
We enclose its letter before claim setting out its cause of action, particulars, evidence, quantum and what you are asked to do by the longstop.

In this letter of claim particulars of which are set out at pages 2 – 12, we refer to our tabulated and paginated exhibit of evidence relied on entitled: **EX-PERSEUS-3**.

Within the particulars below we refer to the exhibit by tab, page number and paragraph (hereafter) abbreviated to “p”).

Please treat this with utmost priority. Given the resources wasted through you and your client’s negligence, we do have a duty to try and mitigate further costs, and that is not aided when you fail to respond for months on end. Thank you.

Yours faithfully,



INTELLIGENCE UK INTERNATIONAL

CLAIM PURSUANT TO THE CIVIL PRODECURE RULES PRE-ACTION PROTOCOL FOR PROFESSIONAL NEGLIGENCE - SECTION 5

1. THE PARTIES:

- a. **Claimant:** Perseus Ventures Ltd (incorporated in British Virgin Islands) with its registered place of business at Pasea Estate, Road Town, Tortola, British Virgin Islands (“**C**”)
- b. **First Defendants:** David Foskett and Richard Alford of Copping Joyce Surveyors Ltd (“**D1s**”) acting as joint fixed charge receivers for C’s property at 94 Rope Street, London, SE16 7TF (“**Property**”).
- c. **Second Defendants:** Emma Jane Atkinson & John Patrick Duffy of Addleshaw Goddard LLP, Solicitor for D1s, of 3 Sovereign Square, Sovereign Street, Leeds LS1 4ER (“**D2s**”).
- d. **Respondent:** Barclays Bank UK PLC of 1 Churchill Place, London E14 5HP (“**Bank**”)

2. CAUSE OF ACTION

- a. C alleges that D1s have fraudulently and or negligently breached their equitable duty to C and the Bank as LPA Receivers by failing to collect in, at the very least, £291,200 in rental income gained from the Property following their appointment on 14th March 2018.
- b. C is claiming that D1s and D2s have caused loss in fraudulent abuse of their positions by failing to have collected in rent over 5-years, 4-months and 4-days from 14th April 2018 to 17th August 2023. C applies for interest on the lost rental income and aggravated damages.
- c. C alleges that D1s and D2s have breached their equitable duty by grossly negligent failings resulting in the loss of 2 separate sales close to completion, frustrating disposal of the Property, and failing to obtain possession of the Property in knowledge that it was criminally occupied by squatters.
- d. C alleges that D1s and D2s criminally breached their fiduciary duty by failing to report proceeds of crime, knowing that the originating lease was forged.

3. THE LEGAL FRAMEWORK

- a. A Law of Property Act receiver (hereinafter referred to as an LPA receiver) is appointed under the Law of Property Act 1925 (“**Act**”), dealing with conveyancing and property law in England and Wales. Sections 99 to 110 of the Act relate to receivers.
- b. Section 109(3) of the Act is about the LPA receiver’s primary duty to deal with the assets under his control, involving collection of income (including rent) from the mortgaged property. An LPA receiver would be in breach of his/her duty if he/she did not act to preserve and realise property connected with the receivership for the benefit of the mortgagee.
- c. The LPA receiver has the power to demand and recover all the income (which includes rent) of which he/she is appointed by action, distress or otherwise and must provide valid receipts for that income.
- d. The LPA receiver owes the mortgagor a duty to use reasonable skill and care in obtaining a proper price for the property, and in managing the property. Where the LPA receiver carries on the business of the mortgagor he/she has a duty to try and trade profitably and with due diligence.
- e. An LPA receiver appointed in respect of a company’s property, or a mortgagee, may apply to the court for directions in connection with the performance of his/her functions. The court may give such directions or order as it thinks just.
- f. Section 109(5) of the Act determines that an LPA receiver may be removed by the mortgagee. The notice of removal must be in writing. The mortgagee then has the power to appoint a new LPA receiver if it deems necessary.
- g. Personal liability against an LPA receiver arises only when the receiver acts in bad faith, either negligently, fraudulently, or outside jurisdiction. This can arise if, for example, he overlooks a rent review, fails to recover property, fails to manage the property, or sells the property at an undervalue.
- h. LPA Receiver may have a duty of care to third parties. This duty extends to any party who may suffer as a result of maintenance by the Receiver and therefore would extend to other mortgagees, guarantors of the borrower’s debt as well as a duty to the mortgagor and the appointing mortgagee.

Statutory reporting obligations: Arrangements (section 328 PoCA 2002):

- i. An offence is committed if a person enters into, or becomes concerned, in an arrangement they know or suspect facilitates (by whatever means) the acquisition, retention, use or control of criminal property, by or on behalf of another. 'Arrangement' is not defined, and potentially involves a wide range of activity in money laundering offences. There are many ways professionals could be used in arrangements, such as sham litigation, improper transfer or retention of funds, or improper transfer of restrained assets, such as sale of a property, sham arbitration, mediation or other firms of alternative dispute resolution.

Acquisition, use and possession (section 329 PoCA 2002):

- j. A person commits an offence under s.329 if they acquire, use, or have possession of criminal property. Firms do not need to do any more than hold the funds or assets they receive to commit this offence – it would be enough that it passed through their custody or client account.

4. PARTICULARS & EVIDENCE

1. D1s were appointed by the Bank as joint LPA Receivers on 14th March 2018. D2s acted for D1s throughout the transaction. D1s failed to recover property.
2. The principal fixed charge amount is with the Bank is £456,547.43. On 2nd March 2023 the total outstanding, including interest was £43,938.40. It is estimated therefore the total liability to the Bank is now circa £508,000.
3. It is common ground that the Property has been unlawfully occupied Since November 2019 when, contrary to section 7 of the Criminal Law Act 1977, persons unknown to C broke in and trespassed in the Property, thereafter criminally occupying as squatters.

A matter of public record - Cohen could not act for White Mid Sloan Ltd ("WMS")

4. C's exhibit (**EX-PERSEUS-3**) is best viewed electronically. Referring to tab 2 (page 108), C exhibits an email from Suzan Caryl Cohen ("**Cohen**") containing the first page of her affidavit sworn in her bankruptcy proceedings dated 22nd September 2010. At p4 of her affidavit, Cohen swears that:

"I have no personal connection with the premises known as 94 Rope Street, London, SE16 7TF"

5. Cohen had no interest then, and no interest ever since. It is a matter of public record (see tab 1, page 2 of 144, click tab 7, taking the reader to page 24 containing a screen shot of the London Gazette notice history), that Cohen was adjudged bankrupt by order of Chief Registrar Baister on 21st August 2009 and was not discharged until after end of November 2018.
6. The evidence from the London Gazette for “Suzan Cohen” details all her aliases, reference to the Property and the registered office address of White Mid Sloan Ltd (“WMS”). It was all widely available to the Defendants.
7. At tab 1, page 23, C exhibits a screenshot of the London Gazette notice in the public domain published on 29th December 2011 referring to Cohen being “*also known as Mrs Walsh*”, of 94 Rope Street.
8. It is alleged that the Defendants each knew that Cohen had no interest in the Property, and that the Defendants knew, or ought to have known that Cohen was acting as a director of WMS whilst bankrupt, and therefore disqualified by law, at the time it purported to have completed the lease with C.
9. The forged lease dated 6th September 2010, purportedly between C and WMS is at pages tab 1, pages 7 – 12. The signature page at page 12 contains the forged signatures of Mr Needleman and Mr Walsh, and the forged company seal of Needleman Treon. The lease that Mr Needleman testified he did not witness, contains the usual signature of Cohen.
10. Even if the lease was not forged, Cohen had no lawful authority to have signed the lease for WMS on 6th September 2010, she was an undischarged bankrupt. The signature on the lease for WMS is Cohen’s usual signature.
11. Tab 1, pages 33 – 51 contain the false instrument lease dated 8th October 2011 between WMS and the occupiers of the Property, persons listed at p2 of that lease at page 34. The annual lease states a rent payable of £4,550 per calendar month / £54,600 per annum. Page 51 contains the forged signature of Martin Walsh. That lease was obtained during C’s private investigation in 2021.
12. Tab 1, pages 68 – 105 contain the public record from Companies House proving beyond reasonable doubt that Cohen was acting as a director of WMS under those aliases whilst bankrupt and when she forged the lease for the Property.

13. The Defendants knew, or ought to have known that Cohen was an undischarged bankrupt on the day she purported to complete the lease in the name of WMS. The ordinary informed lay observer could determine by search of the public record that Cohen was acting under those aliases whilst an undischarged bankrupt and that therefore she had no locus to have completed any lease for WMS. It is alleged that this failure was grossly negligent and is at the heart of the damages caused to C.

14. C refers to tab 5, page 144 which is the email of 26th July 2018 at 13.32PM from Mehfooz Khankhara, solicitor acting for Theset Ltd and Live Work Study London Ltd to David Foskett (D1s). Quoting from that email:

I confirm I act for Theset Ltd and LiveWorkStudyLondon Ltd who is the current tenant of the above property.

I understand you are the LPA receiver and are authorised in the sale of the property for which I am instructed to make a formal offer, subject to contract.

As you may be aware my client has expended substantial sums (circa £40k) in the above property and I am instructed to put forward my client's offer of £775,000.00.

15. C refers to tab 5, page 143 contains Mr Foskett's response to that email of 6th August 2018 at 12.01PM, also referring to an increased offer to purchase the Property at £825,000. It is proven beyond doubt that Mr Foskett knew that it was Theset Ltd and Live Work Study London Ltd who were purporting to be the tenants of the Property. Clearly, Mr Foskett knew, as any professional in his role would have done, that any tenant would be paying rent. D1s knew rent was being paid, and they failed whatsoever to have collected in the rent in breach of their fiduciary duty.

16. The solicitor acting for Theset Ltd and Live Work Study London Ltd confirmed that they are the current tenants. C requires further and better particulars of the copies of the leases obtained by the Defendants in respect of their tenancies and the amount of rent they paid to WMS unlawfully, which is an asset that D1s have failed to collect in.

17. The rent just for one-year would have paid off the £43,000 owed to the bank, with more than sufficient to meet any overheads, including circa £650 per month ongoing monthly loan commitment to the Bank.

18. The LPA Receivership is superfluous and the acts by the Defendants has served only to cause very substantial loss and delays of over 5-years, in breach of equitable duty.
19. It is proven that by 6th August 2018 the Defendants were aware of the rental income gained from the Property and they knew, or ought to have known, in conducting any reasonable level of prerequisite due diligence that WMS has no lease with C.
20. Mr Khankhara's 26th July 2018 email stated that his clients "*expended substantial sums (circa £40k) in the above property*". The admission would indicate that it was his client who was therefore reasonable for the unlawful criminal damage and unlicensed change of use from a townhouse to a House in Multiple Occupation (HMO).
21. It is alleged that the Defendants negligently breached their duty by failing to manage the Property by pursue Theset Ltd and Live Work Study London Ltd for the rent they were paying to occupy the Property, and for the criminal damage caused to the Property by the unauthorised substantial internal modifications, resulting in a defective title due to breach of covenant of the superior lease between C and the owner of the Freehold, the Landlord.
22. Tab 1, page 139 exhibits a further email from Mr Khankhara to Mr Foskett increasing his client's offer to £840,000 on 1st October 2018 at 17.50PM.
23. Tab 1, page 129 contains the email from Ms Atkinson of D2s of 5th November 2018 at 14.49PM indicating that documents are ready to execute and complete the sale.
24. Tab 1, page 127 contains the email from Mr Khankhara on 7th November 2018 at 17.46PM to the Defendants. This evidence is important as it proves that the sale was frustrated and did not go ahead directly as a result of the unlawful interior modifications made by his clients.
25. It is alleged that it was grossly negligent of the Defendants to have failed in their duty to manage the Property by seeking redress against Theset Ltd and Live Work Study London Ltd for the unlawful damages they caused to the property ultimately causing themselves to back out of the sale due to it. C cites the statements by Mr Khankhara in that email below:

“...my client has great concerns in relation to the permitted user in the Lease.

The current use of the property (although this is without any express planning consent my client is prepared to take a view on this) is as a HMO and my client had valued this investment accordingly.

However given that the Lease restricts this use the property value would be based on a 4-bedroom residential house and not as a commercial HMO.

My client has made enquiries with the management company (on an anonymous basis) and is of the opinion that the Landlord/Freeholders are unlikely to give consent to a change of use.

Having also sought professional advice from local agents my client has received valuations far lower than the price agreed and therefore would only be willing to proceed if the price was reduced to reflect the true value of the property as a residential house”

26. C assumes that Mr Khankhara was referring to “permitted use” in the opening paragraph above. The Defendants did nothing in their duty to manage the Property knowing that those changes had directly caused a marketability issue and therefore substantive damages to C, also in serious detriment to the interests of the Bank.
27. Page 125 contains the email from Mr Khankhara to Ms Atkinson of 13th November 2018 at 12.42PM confirming that his client was happy to proceed with the increased offer of £725,000 and that he is holding funds to exchange, referring to the aim of exchanging either “*tomorrow or Thursday*”.
28. Due to the marketability issue created by the buyer themselves, they pulled out and it is alleged that the Defendants negligently breached their duty by failing in their management duties to either collect in the rents from the tenant, or seek to recover the costs for remediating the Property after their unauthorised criminal damages.
29. C refers to tab 3, page 109 – 119 contain the letter from C dated 31st January 2023 to the Defendants requesting disclosure and further and better particulars. The 4-page letter refers to the 6-page exhibit at pages 113 – 117 (email chains between Mr Walsh of C and the Defendants).
30. Page 115 contains the email from Mr Walsh of 3rd December 2019 at 06.32AM GMT which stated:

“This statement lays out the movement of ownership and was enough to make coben/veale/walsh trustee to come to the conclusion that cmw has no interest in rope street. Breaking and entry is criminal damage and these lease that she has issued is fraud. The lawyers moon beaver once had her arrested for id fraud and a report needs to be filed with the police”.

31. Page 113 contains the response from Mr Foskett to that email from Mr Walsh on 17th December 2019 at 09.33AM. In that email Mr Foskett stated:

“Our agent has been down to the property to arrange a structural survey on behalf of the buyers and told the tenants they are in their illegally, but the tenants won't let him in”.

32. Naturally, by his own admission Mr Foskett knew that the tenants of the Property were in there illegally. In the same email, Mr Foskett stated this:

“We are afraid that it looks like there will have to be a court case taken by the bank, which gives them far more chance of obtaining possession more quickly than by us as receivers.

Sorry to advise you of this as we were so close, but we will re visit next year and start proceedings”.

33. It is alleged that the Defendants were grossly negligent in failing to obtain vacant possession of the Property and by failing whatsoever to have made any application for directions to Court in respect of the rent they were to have recovered, the unauthorised changes to the property, or the unlawful occupation by the squatters who frustrated and caused loss of another sale in 2019 as evidenced.

34. It is alleged that the Defendants were grossly negligent for failing to identify that the occupiers had committed the criminal offences of forgery, acting as a director whilst disqualified, trespass on residential property, squatting in residential property and offences under the Proceeds of Crime Act 2002 (“**PoCA 2002**”).

35. At page 115, C adduces the email from Mr Foskett to Mr Walsh of 2nd December 2019 at 09.15AM GMT. C cites from that email:

“Just found out last week that Susan Walsh has issued a new lease on the property and its let again!”

*I went down to confront the tenants and they wouldn't answer.
Waiting for my lawyers advice on how quickly we can get them all out".*

36. It is evident by his own admission that Mr Foskett knew on 2nd December 2019 of a new lease on the Property and that it was let out again. Therefore, he knew of more rental income that was to have been collected in from the purported Tenant of the Property.
37. By his own admission Mr Foskett knew that the Property was let and that he was seeking advice from D2s on how quickly he could get them out.
38. The Defendants negligently breached their duty by doing nothing whatsoever to either get the squatters out of the Property or by recovering the rental income.
39. Referring to tab 5, page 116, C exhibits the email chain between Mr Walsh and Mr Foskett from between 11th November 2019 and 2nd December 2019.
40. In his email of 11th November 2019 at 07.17AM, Mr Foskett referred to the new purchaser of the Property raising the same contentions as the first. Citing from that email, Mr Foskett said this, relayed from his lawyers, assumed to be D2s:

"The landlord has raised various breaches of the lease with the buyer's solicitor, particularly relating to the layout and use of the property. These of course concerned the buyer, however they are still willing to proceed subject to receiving confirmation from the landlord that they will give retrospective consent to the breaches. We are awaiting confirmation from the landlord that they will give this retrospective consent".

41. It is alleged that the Defendants were grossly negligent by failing to have pursued the previous tenants for the rent and for the remediation works to the Property which ultimately caused themselves to back out of the sale, and then the same issue was conveyed to the next buyer, as evident above.
42. In Mr Khankhara's email as cited at p25 above, it is evident that the Defendants knew that the Landlord would not give consent to the breaches.
43. The offenders, the purported tenants, Mr Khankhara's clients, who he admitted damaged the Property causing breach of the superior lease, said this:

“My client has made enquiries with the management company (on an anonymous basis) and is of the opinion that the Landlord/Freeholders are unlikely to give consent to a change of use”.

44. It is asserted by C that the Defendants negligently breached their duty by failing whatsoever in their duty to manage, by seeing restitution for the damages caused to the Property by those unauthorised internal changes.
45. It is an aggravating factor in this respect that the Defendants were in direct contact with the purported tenant’s solicitor, who had admitted that they were tenants, and therefore paying rent, yet the Defendants did nothing whatsoever to recover it. It is likewise in respect of the criminal damage caused to the Property by the same parties.
46. In his email of 12th November 2019 also at page 116, Mr Foskett admitted then that he was aware of the unauthorised changes to the Property. Citing from that email:

*“Changed some of the rooms around.
Garage to kitchen, kitchen and reception to beds”.*

47. C refers to tab 4. Pages 120 – 122 contain the Defendant’s response to C’s letter of 31st January 2023. Their letter in response to C is dated 16th August 2023, 6-months and 16-days later and nothing in C’s letter was addressed in the antiquated reply.
48. In the six-months wasted since 31st January 2023, it is established that D1s failed in their duty to have collected in the rent due on the Property in the sum of at least £30,000.
49. The second sale of the Property was lost as a result of the Defendant’s gross negligence in allowing squatters to occupy the Property whilst taking no action whatsoever to protect or manage the Property in accordance with the statutory duties and powers of an LPA receiver.
50. C submits therefore in light of the evidence and pleadings that it is adequately proven that both Defendants have acted recklessly in fraudulent breach of duty and that they are each personally liable for damages.

5. QUANTUM OF CLAIM

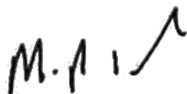
- a. The quantum of claim against the Defendants jointly and severally is quantified with a high degree of certainty based on the known minimum monthly rental income derived from the 2011 lease of £4,550 per month / £54,600 per annum, plus statutory monthly interest accruing of £471.21 which is 8% plus an average 2.5% base rate / £5,021.21 per month for 5-years and 4 months.
- b. C is therefore claiming the sum of £321,357.44 in lost rental income;
- c. Plus, the interest which would have otherwise accrued on the completion funds due to C from the £950,000 agreed purchase price for the second sale, less £500,000 assumed liability to the Bank and D1s, leaves the £450,000 net property belonging to C. The standard interest accruing from 30th November 2019 (the assumed completion date), to 17th August 2023 on the sum due to C is £175,580 or accruing at £3,937.50 per calendar month.
- d. C's Costs of the possession claim: The 3 possession hearings and obtaining possession of the Property is £22,105. C's costs for the private criminal investigation are £45,500. The total costs claimed is therefore £67,605.
- e. In consideration of the aggravating factors and protracted failure in duty by the Defendants C is seeking an award of aggravated damages in the sum of £250,000.
- f. The quantum of C's claim is therefore the total of the sum at 5(b) - £321,357.44, plus 5(c) - £175,580 and plus interest continuing to accrue at the rate of £3,937 per calendar month, the sum of 5(d) - £67,605 and the sum of 5(e) - £250,000.
- g. C is therefore claiming the total of the sums in paragraph 5(f) above in the sum of **£814,542.44** jointly and severally against the Defendants.

6. DISCLOSURE & NEXT STEPS

- a. Pursuant to CPR Part 31 C requests standard disclosure of information that is, or has been in possession of the Defendants prior to the longstop date given in this pre-action letter.
- b. C lists below the list of documents it requires disclosure of:

1. All the copies of the leases obtained by the Defendants in relation to the Property:
2. All email correspondence between the Defendants and the occupiers of the Property in respect of attempts to collect in the rental income.
3. D1s accounting statements showing all receipts and deductions to the LPA Receiver's account.
- c. The Bank is asked to explain why it employed an LPA Receiver who has done nothing but work against the interests of the lender by taking no action whatsoever to recover any of the rent owed to Perseus which could have paid off the liability in 2018 with the monthly contractual liability met through the monthly income coming in from the Property.
- d. The Bank, in consideration of this pre-action letter is asked to dismiss both Defendants with immediate effect pursuant to section 109(5) of the Act and is to write to C by the longstop below and confirm that has been done. Failing that, it would be clear that the Bank is intent on further causing loss by continuing to retain the parasitic Defendants who have done nothing but delay and cause loss, and C will take direct action accordingly as it would be clear that the Bank is equally culpable for this malfeasance, including failure to report proceeds of crime. The latter being a separate course of criminal action now being pursued separately by C against both Defendants.
- e. The Bank is required to provide a final binding redemption figure to C on the basis that C has possession of the Property and is now marketing the Property to be sold to the highest bidder. The Bank is required to respond in writing confirming that it has complied with C's requirements set out in this pre-action letter by the longstop.
- f. You are required to respond substantively to this pre-action letter by 4PM on Friday 1st September 2023. We look forward to hearing from you.

Yours faithfully,



Martin Richard Walsh

For and on behalf of Perseus Ventures Ltd

Order for Possession

| | |
|--|--|
| In the County Court at Clerkenwell & Shoreditch (L) | |
| Claim No. | K0PP7270 |
| Claimant (including ref.) | Perseus Ventures Ltd (94 Rope Street) |
| Defendant (including ref.) | The Occupiers , Ms Suzan Caryl Cohen , White Mid Sloan Ltd |

On the 26 July 2023, Deputy District Judge Orger,
at the County Court at Clerkenwell and Shoreditch, The Gee Street Courthouse, 29-41 Gee Street, London,
EC1V 3RE.

Upon reading the court file and hearing Mr Charles for the Claimant
and upon the Defendants not attending or providing a Defence

This order has been made on discretionary grounds: unauthorised occupiers and the court orders that

1. The following are added as named defendants:

Suzanne Caryl Cohen
White Mid Sloan
and 'the occupiers of 94 Rose Street'

2. The defendants give the claimant possession of 94 Rope Street, London, SE16 7TF on or before 09 August
2023.

3. The money judgment is adjourned generally with permission to restore.

4. Costs reserved.

To the defendant

The court has **ordered you to leave** the property by the date stated in paragraph 1 above. If you do not do so, the claimant can ask the court, without a further hearing, to authorise a bailiff or High Court Enforcement Officer to evict you. (In that case, you can apply to the court to stay the eviction; a judge will decide if there are grounds for doing so.)

The claimant will send you a copy of the bill of costs with a notice telling you what to do if you object to this amount. If you do object, the claimant will ask the court to fix a hearing to assess the amount.

Perseus Ventures Ltd
C/O Intelligence UK International
71-75 Shelton Street, Covent Garden
London
WC2H 9JQ

Payments should be made to the claimant, not to the court. If you need more information about making payments, you should contact the claimant. If you do not pay the money owed when it is due and the claimant takes steps to enforce payment, the order will be registered in the Register of Judgments, Orders and Fines. This may make it difficult for you to get credit. Further information about registration is available in a leaflet which you can get from any county court office.

Need help with your problem?

Contact CLS Direct, a free government-funded confidential advice service. <https://www.gov.uk/legal-aid>

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The court office at The Gee Street Courthouse, 29-41 Gee Street, London, EC1V 3RE is open between 10am and 4pm Monday to Friday. When corresponding with the court please address forms or letters to the Court Manager and quote the claim number. Tel: 0300 123 5577

Witness statement on behalf of: Claimant
Statement of: Martin Richard Walsh
Number: 1
Exhibit: 1:
Dated: 30/11/2023

**IN THE HIGH COURT OF JUSTICE
KING'S BENCH DIVISION**

CLAIM:

BETWEEN:

PERSEUS VENTURES LTD
(Claimant / "C")

DAVID FOSKETT & RICHARD ALFORD

Joint L.P.A Receivers (First Defendants / "D1")

EMMA JANE ATKINSON & JOHN PATRICK DUFFY

Solicitors for D1 and D3 (Second Defendants / "D2")

BARCLAYS BANK (UK) LTD

Third Defendant / "D3")

ORDER

Before _____ sitting at the Royal Courts of Justice,
Strand, London, WC2A 2LL on xx December 2023

UPON the court considering the Claimant's application dated 30
November 2023 for a remote only hearing.

AND UPON hearing the Claimant in person and Mr / Ms xxxxxx acting
for the Defendants.

AND UPON the Claimant seeking an order for interim remedies under
CPR 20.2(1)(b) for a declaration that the First Defendants as LPA
Receivers appointed over the Claimant's Property were under a
fiduciary duty to have (in the Claimant's own words):

- A. Received all the rent associated with the Property and distributed that rent to the Bank to clear the liability:**
- B. Managed the Property by taking action to remediate damage and to mitigate loss to enable a prompt disposal of the Property asset and realization by sale.**

AND UPON the Claimant having requested disclosure of the leases relating to its Property by the Defendants and the Defendants not having made any disclosure despite the Claimant's requests since 31 January 2022.

IT IS ORDERED AS FOLLOWS:

1. The Court declares by this Order that from the date of their appointment as LPA Receivers the First Defendants were under a fiduciary duty owed to the Bank, the Third Defendant and to the Claimant, owner of 94 Rope Street, Rotherhithe, London, SE16 7TF to have received all the rent under the leases for the Property.
2. Pursuant to Part 31.12 of the Civil Procedure Rules 2020 the Defendants do provide specific disclosure of the leases associated with the Property and the Claimant's alleged claim against the Defendants. Disclosure must be made to the Claimant within 14-days of service of this Order by email or any other means.
3. In the interests of justice the Defendants must, within 14-days of service of this order, provide to the Claimant a statement and evidence showing the total sum of rent received by the First Defendants, the Tenant and the period this rent was due from.

REASONS:

1. The primary duty of a Receiver appointed under the Law of Property Act 1925 ("LPA Receiver") is to receive all the assets associated with the property receivership of which they are appointed, and to manage the Property assets.

2. The Claimant took me to a letter from Mr Foskett, one of the Joint LPA Receivers appointed by Barclays Bank UK Ltd to the Claimant, dated 9 May 2018. Mr Foskett stated this:

“the rent is due to us, and that any rent payable to White Mid Sloan will be lost, as it is still due to us”

3. I declare that Mr Foskett was correct on 9 May 2018 when he stated that the rent was due to him and that it is still due to the LPA Receivers.
4. I find that the common law doctrine of ex turpi causa non oritur action may have effect in relation to any claim made by the First Defendant for LPA Receivership fees on the simple basis that one cannot fail to receive assets of which he is appointed to receive, and then seek to make a gain founded by that tortious act by charging fees for breach of one's duty.
5. Find that in addition, the First Defendants, the LPA Receivers were under a duty to manage the Property and that management of the Property includes taking necessary remedial action to remedy any breach of lease or other damages caused to the Property by its occupiers.
6. It is clear to me that the First Defendants did fail to receive a substantial amount of rent since their appointment in April 2018 and that they did fail to manage the Property by taking that remediation action after discovering that those issues prevented disposal of the Property.
7. The Claimant is entitled to disclosure of the leases associated with its Property and I see no reason as to why the Defendants have failed to provide that disclosure.
8. It is clear to me that the Claimant is entitled to know how much rent it has lost as a result both of the alleged forgery of the originating lease dated 6 September 2010 and the alleged fraudulent and or negligent breach of duty by the Defendants.

9. For these reasons I make this order on the terms sought by the Claimant.

10. The Defendants shall pay the Claimant's costs associated with this application within 21-days from the date of this order, summarily assessed if not agreed.