

---

**From:****Sent:** 10 May 2013 12:03**To:** Pubs Consultation Responses**Subject:** PubCo Reform Submission**Attachments:** ALLEGATION OF PUBCO OBTAINING PROPERTY BY DECEPTION.doc

Dear Sir/Madam/Ms,

PSA a statement regarding an Allegation of Obtaining property by deception (PubCo bullying) against my wife and myself. I am not allowed to pursue this action through the Courts as [redacted] made me Bankrupt which has stopped all my ongoing claims against them and [redacted] company [redacted] (these causes of action now are vested with the Official Receiver who will not act against [redacted]).

If there are any further questions I would be delighted to help, my contact details are as follows:

Kind Regards,

-----  
This email was received from the INTERNET.

Communications via the GSi may be automatically logged, monitored and/or recorded for legal purposes.  
-----

Witness Statement of

..., former leaseholder of the

It is alleged that fraudulently obtained property and a pecuniary advantage by deception resulting in our loss of sale of the for an agreed sum of £49,000.

Mrs and I, through a limited company, took a 10 year lease on the with in The performance did not live up to expectations and rent arrears were due, advised Mr to sell the lease to clear the debt and concentrate on his other business interest; a suitable buyer was found and a price agreed – SUBJECT TO SURVEY.

At a forfeiture hearing at , the Circuit Judge gave direction that the proposed sale be allowed to proceed which would have serviced any debt to – it is now claimed that have used cynical, underhand and no doubt well rehearsed practices to deliberately contradicting this court order and prevent the sale completing.

Regarding the predicted assignment of the Lease, were at all times aware, and fully supported, the assignment of the lease to the prospective purchasers – – who have been interviewed and accepted by the

It is false and deliberately misleading for to claim that the could not re-assign the lease in the first 2 (two) years as agreed in principle to an early release premium (value not specified and only if demanded); this is perfectly normal practice and we were made aware of this by both . I also have customer contact sheets which show agreement to the sale and several examples where assignment has occurred within the first 2 years of a lease.

Solicitors acting for issued Mrs & I with a seller's pack which was duly completed and returned. A separate enclosure, a buyer's pack was given to and they also returned the document via their solicitors. Part of the sellers pack was the agreement by to conduct a survey from which a "Schedule of Dilapidations" would be compiled – the detail of which would be negotiated between the seller and buyers as to where the costs would lie (i.e. discounted asking price etc) – The sale COULD NOT progress without this.

Both the purchasers and the seller have fully complied with the Landlords wishes but were made to wait for a survey – which did not happen. FAILED to conduct the survey within the agreed timescale. It now transpires that wrote to informing them that she could not contact Mrs and/or me and requested to contact us via – has made no such effort either by phone or personal visit. This deliberate inaction by resulted in a position where

Mrs [redacted] & I COULD NEVER sell the lease and is a deliberate obstruction, contrary to Court order for the sale not to progress.

It is therefore apparent that [redacted] had no desire or prospect of completing the survey in the 28 days as promised. Furthermore, [redacted] deliberately deceived the purchasers saying that the property was now re-possessed (and it wasn't) resulting in withdrawing the offer to purchase.

The buyers solicitor wrote "It is my understanding that the property has actually been repossessed, with the keys being taken back last week meaning there is in fact no business to purchase". This information was false; the business was shut due to a HV fault on the electrics which was fixed within a couple of days. The buyers were informed by Mr [redacted] this was incorrect but on advice from [redacted] they confirmed their offer was withdrawn.

This is not an isolated incident, I am aware now that this is a well rehearsed procedure used by Pubco's to obstruct assignment of a lease. It is a win-win for the Pubco and new Licensee, the only party to lose is the outgoing retailer; (who are usually financially disadvantaged by this stage and unable to put up a fight through the Courts).

The particulars above are to the best of my knowledge correct and truthful. I have all original documents and e-mails from [redacted] and the Court should the Bench wish to see them.

We are also more than willing to comment on these or any other points relating to the relationship between the Pubco and retailer. We have lost in excess of £500,000 through this and other issues which are no fault of our own; this cannot be allowed to continue.

[redacted] gave now taken over the lease on the receiving the keys the day Mr [redacted] was evicted. They were offered the lease on a "Take it or leave it" basis only without legal advice – Under [redacted] terms, without a survey.

Former Licencees