

SCHEDULE 0

Chronological table of false statements and misleading representations made under a statement of truth

Schedule verbatim quotations drawn from the attached verified pleadings, witness statements, and claimant materials.

Source note. Quotations in quotation marks are taken verbatim from the claimant's own verified pleadings, witness statements, and related claimant materials. Unless otherwise stated, each quotation was advanced as part of HNW's pleaded or evidential case and carried the weight of a verified forensic position.

Purpose of this Schedule. This Schedule is not concerned with minor inconsistency, loose language, or forensic overstatement. It identifies 65 verified statements and representations by which HNW advanced, maintained, and then shifted a materially false or misleading case as to the operative deed, execution, authority, provenance, consideration, completion, ratification, enforcement, and disclosure. Each entry shows: (a) what was said; (b) why it was false or misleading; (c) what it concealed; and (d) what finding, forensic advantage, or removal of safeguard it procured.

Why this matters. A small number of inaccuracies in verified material may, depending on context, be capable of explanation as mistake, confusion, or poor drafting. This Schedule is of a different character. The pattern it records is repeated, directional, and forensic in effect. On the Applicant's case, the claimant did not establish the operative instrument by transparent proof on a complete record. Rather, it advanced a shifting verified narrative which displaced the need to prove provenance, execution, delivery, consideration, and informed assent, while resisting disclosure of the material most capable of testing those matters. The significance of the pattern is therefore not merely factual. It is procedural and dispositive. It is said to have provided the platform on which forgery was rejected, ratification inferred, disclosure refused, and the Defence and Counterclaim struck out. If that is right, the judgment was reached on an unsafe basis and must be set aside.

Systemic significance. The court is invited to consider the pattern cumulatively. Repetition of the same or related mistruths across pleadings, witness statements, and multiple proceedings does not reduce their significance. It may increase it. A false narrative does not become reliable by being repeated in more than one forum. If a party advances shifting verified positions about the same instrument and transaction, and obtains forensic advantage from each version in turn, that is capable of amounting to a serious abuse of process and, on the Applicant's case, fraud on the court.

Consequences. On the Applicant's case, the effect was not limited to the presentation of facts. It extended to the removal or inversion of ordinary safeguards. Fraud was treated as fit for paper disposal. Authenticity was not proved by the party relying on the document. Provenance was displaced by assertion. Disclosure was refused, yet the absence of the withheld material was then used against the Applicant. This Schedule is therefore directed not only to why the judgment cannot safely stand, but also to whether the conduct disclosed is such as to justify adverse inferences, indemnity consequences, case-management sanctions, or such other relief as the Court considers just.

Core chronology relevant to A1–A9.

28 November 2018: Setfords undertaking later relied on as evidence of execution and witnessing.

30 November 2018, 10:20: Mr Shaw raises concern that the borrower will have no net cash and needs "£300k+".

30 November 2018, 10:20: Mr Shaw offers £300,000 in exchange for first or second charges on 8 further

properties.

30 November 2018, 15:28: Ms Bee sends the manuscript-amended deed.

30 November 2018, 16:21: Mr Kwatia states that the client is not able to sign at that time.

30 November 2018, 16:25: message later relied on as authority.

30 November 2018, 17:11: Mr Kwatia sends bank details for the £65,000 payment.

30 November 2018, 17:35: Ms Lawrence sends the £65,000 payment said to complete on the first agreement.

30 November 2018, later: completion proceeds without any identified fresh signature event for the annotated deed.

11 December 2018: Ms Lawrence refers to her understanding that the original loan was £900,000.

2021 onwards: HNW had already used the earlier unannotated deed in proceedings before later presenting the annotated deed as the operative instrument.

What was never positively proved before dispositive findings were made.

HNW never positively proved:

(i) who created the final annotated deed in the form relied upon;

(ii) how Ms Lawrence’s signature came to appear on that deed;

(iii) any fresh act of execution referable to that instrument;

(iv) any valid attestation of the altered deed;

(v) any lawful conversion of earlier escrow-held papers into unconditional delivery of the materially altered deed;

(vi) the native provenance trail, including version history and metadata;

(vii) any ordinary net borrower receipt sufficient to justify the finding that Ms Lawrence “took the full amount”; or

(viii) any proper evidential basis for treating later conduct as ratification of a stable and lawfully created

instrument. Yet dispositive findings were still made against the Applicant.

Reading this Schedule. The court is invited to read this Schedule cumulatively, not atomistically. The issue is not whether any single statement, taken in isolation, might be explained away. The issue is whether the overall pattern permits the conclusion that the claimant was presenting its case fairly, candidly, and on a proper evidential basis. The Applicant submits that it does not, and that the resulting judgment and order cannot safely stand.

A1. Core signing contradiction — contradictory verified positions concealed the signature-transplant issue, yet the court accepted non-signature and found no sustainable basis for forgery or fraud (Judgment §§52–53)

The signing case. HNW first advanced a verified case that Ms Lawrence had signed the operative deed. When that position became untenable, it shifted to the case that her non-signature of the annotated deed did not matter because she was nevertheless bound, whether through authority, ostensible authority, or later ratification. The effect of that shift was to displace the real issue: not whether handwriting resembled Ms Lawrence’s, but how her signature came to authenticate a materially different deed.

Source note. Quotations in quotation marks are taken verbatim from the attached claimant documents, including the Particulars of Claim, Reply and Defence to Counterclaim, the witness statement of Bridie Johnson-Power, the witness statement of Thomas George Edwards, and the attached schedule of inconsistent

statements. The "why false / why it mattered" column states, in Schedule A form, why the statement was false or materially misleading and why the claimant knew or must have known that the narrative was unsafe.

Core proposition. The claimant's case did not merely contain incidental errors. It advanced, maintained and then shifted a series of false or misleading verified positions which together built the platform on which the court concluded that the defence was unwinnable, refused trial safeguards, and struck out the defence and counterclaim in full.

No.	False statement / representation	Source / verification	Why false or misleading	What was concealed	How HNW knew	Finding / safeguard obtained
1	“the signature of the Defendant in the Loan Agreement is more likely than not her signature and not a forgery.”	Reply & Defence to Counterclaim §12; verified pleading	It recast the dispute as handwriting resemblance, not provenance.	The real issue was whether a later deed had been assembled using earlier signature material.	HNW’s own case later accepted non-signature of the annotated version.	Assisted the court to treat forgery as paper-answerable rather than provenance-sensitive.
2	“it is the Claimant’s case that the Defendant more likely than not signed the Loan Agreement [and] is bound by the same.”	Reply & DCC §62; verified pleading	It collapsed alleged signature into binding assent without proving the instrument relied upon.	That the deed first pleaded was not the same instrument later advanced.	HNW later changed to a non-signature/authority case.	Helped convert the gateway issue into its own answer.
3	“it is the Claimant’s case that the Defendant did sign the Loan Agreement and/or had authorised her solicitor to agree the amendments ... and to complete the Loan Agreement on her behalf and is bound by the same.”	Reply & DCC §64; verified pleading	It treated signature or authority as sufficient without proving execution, delivery, or provenance of the operative deed.	The unresolved mechanism by which the annotated deed came into existence.	HNW knew the case had already become unstable enough to plead alternatives.	Helped move the court away from disclosure, cross-examination, and trial.
4	Signature was “witnessed by her then acting solicitor.”	Reply & DCC §67; verified pleading	It falsely suggested regular execution of the deed relied upon.	The difference between earlier witnessed papers and the later annotated deed.	HNW’s own chronology said the manuscript bargain emerged later on 30 November.	Helped neutralise the fraud issue by appearance of regularity.
5	HNW reserved the right to seek handwriting evidence under CPR 35.4.	Reply & DCC §67; verified pleading	It showed the issue was unresolved, while HNW still pressed for paper disposal.	That expert scrutiny might be required precisely because authenticity was	HNW itself said the signature issue might need expert evidence.	Supported tactical flexibility while resisting the safeguards

No.	False statement / representation	Source / verification	Why false or misleading	What was concealed	How HNW knew	Finding / safeguard obtained
				not straightforward.		the issue required.
6	Overall case that the signature issue was effectively answerable on paper.	Pleaded and witness-statement case overall	It replaced proof with narrative.	The missing execution pathway, provenance file, and native document trail.	Those materials were within HNW's side of the transaction.	Assisted the court to treat the defence as unwinnable.
7	Ms Lawrence "had authorised her solicitor to agree the amendments ... and to complete the Loan Agreement on her behalf."	Reply & DCC §64; verified pleading	It displaced the signature problem onto agency without proving authority over the deed actually relied upon.	That the final form, timing, and communication of the deed were disputed.	HNW's own documents recorded same-day confusion and inability to sign.	Shifted the issue from provenance to authority, avoiding the harder question.
8	Again relying on the signature "having been witnessed by her then acting solicitor."	Reply & DCC §67; verified pleading	It kept personal signature and solicitor authority in play at the same time.	That neither route had been properly proved for the annotated deed.	HNW knew it was preserving inconsistent routes to binding effect.	Maximised tactical flexibility while avoiding commitment to one proved execution route.
9	If she did not sign, Mr Kwatia had authority, actual or ostensible.	Verified authority case adopted by HNW	It assumed authority over the very deed whose final form and timing were disputed.	The unresolved issue whether any authority extended to the altered deed.	HNW had the 16:21 message saying the client was not able to sign.	Helped substitute "authority" for proof of lawful execution.
10	16:25 message: "Your client had spoken to mine about me signing as I have their consent."	TGE §37.6; verified witness statement	It retrofitted clear authority from an equivocal message.	The immediately preceding 16:21 message and the unstable chronology.	HNW had the surrounding email chain.	Invited the court to decide authority on assertion rather than full evidence.

A1 — Part I: the false and misleading platform

HNW presented the transaction as a lawfully completed and binding deed while never disclosing how the operative annotated instrument had been created or how Ms Lawrence's signature came to appear on a document she did not sign. The case first proceeded on the basis that she had signed the operative instrument. When that position became untenable, HNW shifted to the position that her non-signature of the annotated version did not matter because she was nevertheless bound. The judgment then recorded that it was common ground that Ms Lawrence did not sign the annotated version, held that she was nevertheless bound, and concluded that there was "no sustainable basis" for forgery or fraud. It also treated the substitution objection as misconceived.

That result was only possible because the provenance issue was displaced. The court was not shown a proved execution pathway for the deed relied upon. It was instead presented with a false simplicity: that the issue was merely whether Ms Lawrence was bound despite not signing the annotated form. That was not the real issue. The real issue was how a signed signature page came to authenticate a materially different deed. HNW did not answer that question. It replaced it with a shifting verified narrative of signature, authority, and later conduct.

A1 — Part II: knowledge of falsity and unlawful concealment

On the Applicant's case, HNW knew this presentation was false or materially misleading because its own solicitor, Ms Bee, was the person said to have made the manuscript alterations and dated the document on 30 November 2018, while the later case accepted that Ms Lawrence had not signed that altered version. The same contemporaneous chronology included the 15:28 transmission of the annotated form, the 16:21 message that the client was not able to sign, and the later attempt to rely on a 16:25 authority message as curing the point. On the Applicant's case, those facts meant HNW knew that:

- (a) Ms Lawrence had not signed the annotated deed;
- (b) the signature page was not placed there by a fresh act of execution against those terms; and
- (c) the attestation / authority narrative did not answer the provenance question.

HNW nonetheless advanced a verified case that allowed the court to treat non-signature as legally immaterial without ever confronting how the operative deed had been assembled. This was not mere incompleteness. It concealed the very issue that required trial.

A1 — finding / safeguard obtained

The litigation advantage obtained by this shifting signature case was the displacement of the real issue: not whether handwriting resembled Ms Lawrence's, but how a signature page came to authenticate a materially different deed. That displacement assisted the findings at §§52–53 that non-signature was not fatal and that there was no sustainable basis for forgery or fraud. It also fed into the broader conclusion that the defence was unwinnable, which the sealed order then

translated into dismissal of the Defendant's application, permission to rely on the amended claim, dispensation with service of that amended claim, strike-out of the Defence and Counterclaim, possession, and the interim costs order.

A1 — short conclusion

The point is not merely that HNW advanced an inaccurate statement about signature. The point is that it used contradictory verified positions about signature and authority to prevent the court from ever reaching the real anterior question: how the annotated deed was created and how the signature came to appear on it. On the Applicant's case, once that concealed issue is restored, the findings at §§52–53 cannot safely stand.

A2 — Deed substitution wrongly treated as clerical

A2 — Part I: the false and misleading platform

HNW induced the court to treat substitution of the founding instrument as a harmless clerical mistake. The annotated deed was introduced in place of the unannotated deed originally annexed to the claim, and the change was presented as though the wrong exhibit had simply been attached in error. The judgment accepted that explanation and treated the objection as not misleading or otherwise objectionable.

That was a false platform. This was not a mere filing correction. It was a change to the very instrument on which the claim depended. The earlier deed was the version originally pleaded and used. The later annotated deed was the materially different instrument later said to be operative. To describe that substitution as clerical did not answer the document-identity problem; it disguised it.

A2 — Part II: knowledge of falsity and unlawful concealment

On the Applicant's case, HNW knew the "mistake" explanation was false or materially misleading because the earlier deed had not been used once by accident. It had been used because it matched the claimant's earlier execution case. Once the claimant needed to rely on the later annotated deed, the original instrument was retrospectively recast as an annexure error. On the Applicant's case, that was not correction of an administrative slip but concealment of a change in deed identity and case theory.

No.	Statement	Source	Why false or misleading	What was concealed	Finding obtained
11	“the agreement annexed... was not the Loan Agreement... annexed... due to what appears to be a filing error.”	TGE §23 / BJP §23 (verified WS)	Recast a different instrument as a clerical error	Change in operative deed	Amendment treated as harmless (§§39–40)
12	Substitution presented as correction of annexure	Application narrative (verified case)	Disguised change in case theory	Identity of operative instrument	Deed-switch treated as procedural housekeeping
13	Earlier POC relied on original agreement then said to be “in error”	POC (2021)	Retrospectively recast earlier pleaded case	That earlier deed was deliberately relied upon	Avoided scrutiny of inconsistency
14	Earlier proceedings used unamended deed	Possession / Reply materials	Shows repeated reliance, not mistake	Multi-forum inconsistency	Enabled shift without abuse finding
15	“seeks to amend... to substitute that annexure”	TGE §24	Minimised foundational change	Change in loan amount and security	Amendment granted without safeguards
16	“terms... were agreed”	WS-BS §13	Assumed validity of disputed deed	Whether annotated deed was agreed at all	Deed treated as operative

A2 — finding / safeguard obtained

The forensic advantage obtained was permission to replace the founding instrument while presenting that replacement as harmless case housekeeping rather than a change in operative deed and case theory. That is how the court was invited at §§39–40 to dismiss the deceit objection, allow reliance on the amended case, and proceed on the footing that the £1.6 million

deed was the operative instrument. The sealed order then granted permission to rely on the Amended Claim Form and Amended Particulars of Claim and dispensed with service.

A2 — short conclusion

The description of the substitution as clerical did not resolve the deed-switch problem. It concealed it. On the Applicant’s case, that concealment procured the amendment outcome and helped install the false platform on which later dispositive findings were made.

A3 — Provenance never proved

A3 — Part I: the false and misleading platform

The court rejected forgery without deciding who created the annotated deed, how the signature page came to appear on it, or what the creation trail showed. The judgment still concluded there was “no sustainable basis” for forgery or fraud and treated the defence as unwinnable.

This was not mere lack of detail. It was a false presentation of completeness. The court was invited to decide a provenance-sensitive fraud issue as though the essential creation question did not matter.

A3 — Part II: knowledge of falsity and unlawful concealment

On the Applicant’s case, HNW knew provenance had not been proved because the key materials were within its own side of the transaction: the version history, internal communications, creation route, solicitor-side assembly trail, and transmission history. Yet no transparent account of that creation process was positively pleaded. Instead, the claimant asked the court to reject forgery while leaving unanswered how the deed relied upon came into existence in that form.

No.	Statement	Source	Why false or misleading	What was concealed	Finding obtained
17	Undertaking confirmed execution and witnessing	TGE §45	Related only to earlier deed	No attestation of annotated deed	Provenance bypassed
18	Ms Bee “made amendments... then dated document”	TGE §38	Replaced proof with hearsay	Who created deed and how	Creation treated as routine

No.	Statement	Source	Why false or misleading	What was concealed	Finding obtained
19	Forgery “fanciful”	BJP §47	Dismissed mechanism without analysis	Signature transplant issue	Fraud rejected (§§52–53)
20	Change in case framed as inconsistency	WS-BS §30.2	Mischaracterised refinement of allegation	Composite deed mechanism	Credibility attack substituted for proof
21	Undertaking included revised arrangement	WS-BS §22	Bridged two different deeds	Separation between Deed 1 and Deed 2	Execution assumed
22	Reliance on undertakings to justify completion	WS-BS §23	Assumed validity of disputed deed	Missing execution pathway	Enabled “no sustainable fraud” finding
23	Undertaking proves execution generally	WS-BS §31	Collapsed negotiation and execution	Absence of signature event	Authenticity assumed

A3 — finding / safeguard obtained

The advantage obtained was rejection of forgery without the claimant ever having to prove who assembled the deed, how the signature page came to appear on it, or how the provenance trail could lawfully be reconstructed. That is what made the findings at §§52–53 and 59 possible on paper and helped support the strike-out outcome reflected in the order.

A3 — short conclusion

The claimant did not defeat forgery by proving provenance. On the Applicant’s case, it defeated forgery by suppressing provenance as an anterior issue and replacing proof with assertion.

A4 — £300,000 contradiction

A4 — Part I: the false and misleading platform

HNW presented the enlarged arrangement as an ordinary consensual commercial bargain and denied that any £300,000 development inducement formed part of the transactional reality. The court was thereby invited to treat the enlarged security package as coherent, voluntary, and fully supported by consideration.

That presentation was misleading because it erased the commercial mechanism by which the additional security was said to have been procured. It did not simply deny a disputed term. It suppressed the inducement narrative on which the restructuring depended.

A4 — Part II: knowledge of falsity and unlawful concealment

On the Applicant’s case, HNW knew that denial was false or materially misleading because its own contemporaneous documents linked the enlarged security package to the need for extra development funding and to the borrower having no net cash absent that additional tranche. On the Applicant’s case, HNW also knew that no such £300,000 development tranche was ever advanced in the manner later implied by its clean narrative.

No.	Statement	Source	Why false or misleading	What was concealed	Finding obtained
24	Transaction presented as straightforward loan	POC / Reply / WS	Removed inducement context	£300k funding need	Transaction treated as consensual (§§14–15, 50)
25	Arrangement described as voluntary agreement	WS narrative	Used formal language to mask pressure	Contemporaneous insufficiency	Pressure neutralised
26	“no agreement for £300,000”	Claimant case	Denied central inducement mechanism	Link between security and funding	Failed consideration removed
27	“cannot amount to duress”	TGE §61	Asserted conclusion without trial	Commercial pressure evidence	Duress rejected on paper

No.	Statement	Source	Why false or misleading	What was concealed	Finding obtained
28	Denial of profit extraction	WS-BS p.67	Concealed enlarged return structure	Economic mechanism	Normalised enlarged deal
29	Increased risk justified enlarged loan	WS-BS p.96	Misrepresented benefit vs burden	Shift from £900k to £1.6m structure	Supported consensual narrative

A4 — finding / safeguard obtained

The advantage obtained was to recast a transaction said to have been induced by promised development funding and enlarged security pressure into a clean consensual lending narrative, thereby assisting the court’s treatment of the structure as coherent and voluntary at §§14–15 and 50, and helping neutralise the failed-consideration and pressure case before trial.

A4 — short conclusion

The £300,000 issue was not collateral. It was the commercial engine of the enlarged structure. On the Applicant’s case, concealment of that inducement helped procure the court’s treatment of the transaction as ordinary and consensual.

A5 — “Took the full amount” mischaracterisation

A5 — Part I: the false and misleading platform

The court was led to proceed on the basis that Ms Lawrence “took the full amount of the loan,” and that proposition was used as part of the route to acceptance and ratification. The judgment expressly relied on that benefit narrative.

That statement did not merely summarise the transaction. It recast disputed completion mechanics in a form favourable to the claimant. It treated unilateral redemptions and controlled deployment of funds as though they were equivalent to an ordinary borrower receipt.

A5 — Part II: knowledge of falsity and unlawful concealment

On the Applicant’s case, HNW knew that description was false or materially misleading because the completion mechanics were known to it: redemptions were made externally, no ordinary client receipt occurred, and Ms Lawrence herself made the £65,000 payment on completion day.

To present that structure as her having simply taken the full amount was not compression. It was inversion.

No.	Statement	Source	Why false or misleading	What was concealed	Finding obtained
30	13:09 email shows agreement to full structure	TGE §36	Treated urgency as assent	No knowledge of final deed	Consent inferred
31	15:51/16:25 messages = authority	Claimant narrative	Converted urgency into authority	Lack of informed consent	Authority assumed
32	18:26 message = approval	TGE §37.12	Retrofits approval	Deed still evolving	Ratification supported
33	Later conduct consistent with knowledge	TGE §41.4	Ignores 11 Dec contradiction	£900k understanding	Knowledge inferred
34	Correspondence makes agreement “clear”	Claimant case	Selective reading	Contradictory emails	Case treated as obvious
35	Broker chain proves agreement	TGE §39–40	Narrative replaces proof	Pressure and renegotiation	Defence weakened
36	Contemporaneous correspondence proves agreement	TGE §40	Converts willingness into execution	Distinction between charge and deed	Mercury issue bypassed
37	“mutual consent” and full awareness	WS-BS §19	Assumes knowledge	Lack of disclosure of terms	Ratification supported
38	Security always understood	WS-BS §27	Collapses general intent into assent	Specific deed not proved	Validity assumed

No.	Statement	Source	Why false or misleading	What was concealed	Finding obtained
39	Money advanced in ordinary sense	Claimant narrative	Simplifies complex structure	No net receipt	Benefit assumed
40	Funds to be released normally	TGE §37.10	Blurs gross vs net	Controlled deployment	Acceptance inferred
41	Charges reflect agreement	Claimant case	Treats consequence as proof	Lawful execution missing	Validity assumed
42	Denial of unauthorised redemptions	Reply §90	Circular reasoning	Authority not proved	Benefit narrative preserved
43	Alternative restitution case	Claimant narrative	Avoids proving deed	Execution question	Claim preserved despite defect
44	Refinancing failure normalised	TGE §62	Conceals exit trap	Blocked redemption	Commercial fairness assumed

A5 — finding / safeguard obtained

The advantage obtained was the ratification platform. Once the court was invited to believe that Ms Lawrence had simply taken and retained the full benefit of the revised facility, later conduct could be portrayed as adoption rather than as the consequence of externally imposed redemptions, trapped equity, and no ordinary net receipt. That directly supported §52.

A5 — short conclusion

The “took the full amount” narrative did not prove assent. It manufactured the appearance of voluntary benefit from disputed completion mechanics and used that appearance to strengthen ratification.

A6 — Ratification inferred on paper

A6 — Part I: the false and misleading platform

HNW invited the court to infer ratification from later conduct, subsequent dealings, and acceptance of the consequences of the transaction. That case was advanced as though later conduct could safely cure earlier defects in execution, provenance, authority, and consideration. The judgment accepted a ratification route.

This was not simply inferential reasoning. It was the mechanism by which the claimant escaped the need to prove the operative deed first.

A6 — Part II: knowledge of falsity and unlawful concealment

On the Applicant’s case, HNW knew the ratification presentation was materially misleading because the supposed preconditions of ratification remained absent or disputed: a stable target deed, informed knowledge, free choice, and absence of pressure. The claimant also knew that the surrounding circumstances included non-disclosure, financial pressure, failed consideration, and a transaction from which the Applicant said she had been unable realistically to escape.

No.	Statement	Source	Why false or misleading	What was concealed	Finding obtained
45	“took the full amount” = ratification	Judgment adoption / WS	Uses benefit to prove consent	No valid execution	Ratification inferred (§§51–52)
46	Redemptions show acceptance	Reply / WS	Treats lender acts as consent	Lack of borrower control	Consent inferred
47	£65,000 part of revised deal	Claimant narrative	Reframes payment	Payment linked to £900k deal	Contradiction suppressed
48	Further advances confirm agreement	TGE §42	Uses later conduct to prove earlier consent	Invalid deed	Ratification assumed
49	Payment holiday confirms agreement	TGE §41.6	Retrofits affirmation	Prior defects unresolved	Ratification strengthened

No.	Statement	Source	Why false or misleading	What was concealed	Finding obtained
50	Correspondence contradicts denial	TGE §43	Selective reading	Contradictory evidence	Defence treated as ill-founded

A6 — finding / safeguard obtained

The advantage obtained was to convert later pressure-bound conduct into an answer to anterior defects in execution, authority, and consideration. Instead of proving a valid instrument first, the claimant invited the court to infer that later dealings cured the earlier problem. That is how the findings at §§51–52 were made to appear available on paper.

A6 — short conclusion

Ratification was not used as a consequence of a proved deed. On the Applicant’s case, it was used as a substitute for proof of the deed itself.

A7 — False chronology / attestation / escrow

A7 — Part I: the false and misleading platform

HNW presented the completion narrative as orderly, coherent, and legally regular. The deed was treated as validly executed and delivered, while the chronology, attestation problem, and escrow issue were all normalised rather than tested. The court treated the chronology as sufficiently coherent to support dispositive conclusions at §§50–52.

That was a false appearance. A deed cannot be properly signed and witnessed in a form that did not yet exist, nor can earlier escrow-held papers automatically become unconditional delivery of a materially altered deed without an identified lawful act of release.

A7 — Part II: knowledge of falsity and unlawful concealment

On the Applicant’s case, HNW knew the chronology was false or materially misleading because its own documents fixed the sequence: the undertaking and earlier execution materials were tied to the earlier instrument, while the annotated deed was said to have been created later. HNW also knew that no lawful mechanism was identified by which the earlier escrow-held papers became delivery of the later deed.

No.	Statement	Source	Why false or misleading	What was concealed	Finding obtained
51	Signed docs received pre-completion	TGE §31–32	Shows escrow only	No execution of new deed	Continuity assumed
52	Amendments made on 30 Nov; undertaking 28 Nov	TGE §38 / §45	Chronology impossible	Attestation mismatch	Chronology treated as coherent
53	16:21 message: cannot sign	TGE §37.5	Shows no execution event	Lack of signing	Ignored
54	Undertaking proves execution	WS-BS §15	Misapplied to later deed	No attestation of Deed 2	Validity assumed

A7 — finding / safeguard obtained

The advantage obtained was to make an impossible chronology look merely untidy rather than legally fatal. Once the chronology was normalised, the claimant could resist the need for trial of execution, attestation, delivery, and escrow release, and the court could treat the transaction as sufficiently coherent at §§50–52.

A7 — short conclusion

The chronology was not reconciled. It was assumed away. On the Applicant’s case, that assumption helped convert an execution problem into a paper finding of regularity.

A8 — Counterclaim extinguished

A8 — Part I: the false and misleading platform

The counterclaim was struck out on the footing that the underlying deed, authority, and enforceability issues had no realistic prospect of undermining the claimant’s position. The judgment thereby severed the downstream enforcement, eviction, and loss issues from the still-disputed anterior validity questions and extinguished the counterclaim at §58. The order then struck out the Defence and Counterclaim in full.

That was a false platform. The counterclaim was not defeated by determination. It was disabled by assumption.

A8 — Part II: knowledge of falsity and unlawful concealment

On the Applicant’s case, HNW knew the counterclaim could not safely be extinguished in that way because the authority for the receiver and the downstream enforcement chain was derivative from the very deed whose validity and provenance remained disputed. If the deed was void or ineffective, the downstream acts could not be treated as settled or lawful on paper.

No.	Statement	Source	Why false or misleading	What was concealed	Finding obtained
55	No prior challenge to validity	TGE §63	Constructs silence	Earlier disputes	Defence seen as opportunistic
56	No challenge “at any time”	Reply §77	Absolute denial	Existing objections	Credibility undermined
57	Enforcement ordinary and lawful	Claimant narrative	Cleans enforcement conduct	Illegal eviction allegations	Counterclaim weakened
58	Actors not responsible for enforcement	Claimant narrative	Distances involvement	Participation evidence	Liability avoided
59	Agreement valid and enforceable	WS-BS §53	Assumes gateway issue	Validity unproven	Counterclaim struck out (§58)
60	Defence has no real prospect	WS-BS §59–60	Conclusion without proof	Untried issues	Strike-out obtained

A8 — finding / safeguard obtained

The advantage obtained was not only victory on the main claim platform but extinction of the downstream claims as well. Once deed validity and authority were treated as settled, the

counterclaim for enforcement, eviction, and loss consequences could be struck out at §58 without ever testing whether the enforcement chain was lawfully constituted in the first place.

A8 — short conclusion

The counterclaim was not answered. It was rendered impossible by prior assumptions about validity and authority. On the Applicant’s case, that was a downstream consequence of the same false platform.

A9 — Disclosure refused

A9 — Part I: the false and misleading platform

The court refused targeted disclosure of the execution, delivery, escrow, and provenance trail, yet maintained that there was no sustainable fraud. The judgment expressly refused further disclosure and maintained the no-fraud position.

That was not a neutral procedural stance. It was the mechanism by which the false platform was preserved. The claimant’s position did not merely resist inquiry; it sought to defeat inquiry while keeping the court on an incomplete record.

A9 — Part II: knowledge of falsity and unlawful concealment

On the Applicant’s case, HNW knew the withheld materials were directly probative because they included the very documents capable of exposing the creation route: internal email chains, version history, deed assembly trail, execution communications, completion records, and solicitor-side documents. The refusal of disclosure therefore did not leave a peripheral gap. It removed the very materials most likely to answer the provenance question.

No.	Statement	Source	Why false or misleading	What was concealed	Finding obtained
61	Creation explained via hearsay	TGE §38	Not direct evidence	Provenance trail	Disclosure resisted
62	Expert evidence reserved but fraud “hopeless”	Reply §67	Internal contradiction	Need for testing	Summary disposal justified
63	No evidence of signing method	WS-BS §31	Admits lack of knowledge	Key signing evidence	Disclosure avoided

No.	Statement	Source	Why false or misleading	What was concealed	Finding obtained
64	Undertaking proves execution	BJP §40–41	Would fail under disclosure	Scope of undertaking	Misleading narrative preserved
65	Later conduct makes disclosure unnecessary	TGE §47	Reverses proper order	Provenance first	Disclosure refused (§§61, 79)

A9 — finding / safeguard obtained

The advantage obtained was the clearest and most consequential of all: the claimant kept the provenance trail out, and then invited the court to say there was nothing sustainable in the fraud case. That combination—concealment of the creation materials and rejection of fraud—underpinned the refusal of disclosure and the maintenance of the “no sustainable fraud” conclusion at §§61 and 79.

A9 — short conclusion

A party cannot safely maintain that fraud is unsustainable while withholding the very materials most capable of proving or disproving it. On the Applicant’s case, that is the clearest single example of the order being procured on a curated record.

Revised cumulative proposition

The nine matters above are not isolated complaints. They describe a single mechanism. The claimant advanced verified positions that were false, materially incomplete, or both; withheld or displaced the materials needed to test them; and thereby obtained procedural and substantive advantages it could not safely have obtained on a transparent record. Those advantages included permission to substitute the operative deed, treatment of forgery as unsustainable, refusal of disclosure, inference of ratification, extinguishment of the counterclaim, strike-out of the Defence and Counterclaim, possession, and the interim costs order. That is why this Schedule matters. It shows not merely that the court may have reached the wrong answer, but that the answer was reached by means of a false and shifting verified platform from which the required safeguards were removed. The result was not adjudication of the anterior integrity issues, but

conclusions reached instead of trying them. On that basis, the judgment and order cannot safely stand.

Conclusion

A court may reject a fraud case after trial. What it cannot safely do is reject it on a platform built from shifting verified positions, unresolved provenance, impossible chronology, suppressed disclosure, and assumptions treated as proof. Schedule A shows that the problem here was not one disputed fact in isolation. It was the verified construction of an unreal case theory from which every later procedural and substantive disadvantage followed.

Itemised list of false statements verified statements

No.	False statement / representation	Why false / why it mattered
1	Reply & DCC §12: " the signature of the Defendant in the Loan Agreement is more likely than not her signature and not a forgery. "	False verified assertion / unlawful concealment: the statement did not address the provenance issue; it recast it as mere handwriting resemblance. In legal reality, the issue was whether a later manuscript-amended deed had been assembled using earlier signature pages. By reducing the dispute to appearance of signature, it replaced the missing execution pathway with assertion and invited paper disposal of a document-sensitive fraud issue.
2	Reply & DCC §62: "it is the Claimant's case that the Defendant more likely than not signed the Loan Agreement [and] is bound by the same."	False verified assertion: the statement did not prove assent; it collapsed resemblance of signature into contractual binding effect. That was not merely overstatement; it concealed that the deed first pleaded was not the annotated instrument later relied upon. It assumed the validity of the very instrument whose provenance was in dispute. That is how the gateway issue was converted into its own answer.
3	Reply & DCC §64: " it is the Claimant's case that the Defendant did sign the Loan Agreement and/or had authorised her solicitor to agree the amendments ... and to complete the Loan Agreement on her behalf and is bound by the same."	This was not merely a pleaded position; it was a verified shortcut to judgment. The statement treated signature or solicitor authority as sufficient without proving execution, delivery, or provenance of the operative deed. It displaced attention from the Mercury-style document switch and moved the court away from disclosure, cross-examination, and trial.

4	Reply & DCC §67: the claimant relied on the Defendant's signature " having been witnessed by her then acting solicitor " and reserved the right to seek handwriting evidence.	Knowingly misleading: the statement did not answer the provenance problem; it disguised it. On its face, reliance on witnessed signature suggested regular execution. In legal reality, the claimant's own case was that the final manuscript bargain emerged later on 30 November 2018. The statement falsely bridged the gap between earlier witnessed papers and the later deed, and that is how the fraud issue was neutralised without trial.
5	Reply & DCC §67: "The Claimant reserves its right to seek permission to rely upon expert handwriting evidence pursuant to CPR 35.4. "	This reservation was not merely caution; it exposed the claimant's own recognition that the signature issue was unresolved. The statement did not support summary disposal; it undermined it. If expert evidence still might be required, the issue could not honestly be portrayed as obvious or hopeless. That is how what required trial was presented as fit for paper determination.
6	Verified signature case overall: the claimant maintained in its pleaded and witness-statement case that the signature issue was effectively answerable on paper, without full disclosure of the execution chain, native versions, or a trial of the disputed instrument.	The statement did not merely overstate the evidence; it replaced proof with narrative. It invited the court to treat a document-sensitive fraud case as if it were only an implausible denial of signature. That is how the court was moved away from safeguards and toward paper disposal.

THE CLAIMANTS SHIFTED CASE– the Defendant Solicitor Signed

No.	False statement / representation	Why false / why it mattered
7	Reply & DCC §64: the Defendant "had authorised her solicitor to agree the amendments ... and to complete the Loan Agreement on her behalf. "	This was a concealed switch in case theory. The statement did not answer the signature problem; it displaced it onto alleged agency. That was not merely alternative pleading; it recast an unresolved execution question as a question of authority and thereby diverted the court from the deed-provenance issue that required trial.
8	Reply & DCC §67: the claimant again relied on the signature " having been witnessed by her then acting solicitor. "	The statement kept two inconsistent routes in play at once: personal signature and solicitor authority. That was not merely incomplete; it concealed that neither route had been properly proved for the later manuscript deed. It created the appearance of regularity while preserving maximum tactical flexibility against the Defendant.

9	Verified authority case adopted by the claimant: if Ms Lawrence did not personally sign the amended deed, Mr Kwatia had authority, actual or ostensible, to bind her to it.	The statement assumed authority over the very deed whose final form, timing, and communication were disputed. On its face, it presented agency as straightforward. In legal reality, the claimant's own documents recorded late-day confusion, inability to sign, and urgent pressure to complete. It treated as proved the very question that required trial.
10	TGE §37.6: at 16:25, Mr Kwatia wrote, "Your client had spoken to mine about me signing as I have their consent." The claimant treated that as sufficient authority for the manuscript deed.	The statement did not prove clear authority; it retrofitted authority from an equivocal message. It suppressed the immediately preceding 16:21 email that the client was not able to sign. Read in context, the statement could not safely carry the manuscript deed. Used as it was, it invited the court to decide authority on assertion rather than evidence.

CONCLUSION: HNW presented a transaction as lawfully completed knowing the operative deed had been created by transplanting a signature page without Ms Lawrence's knowledge or authority. The mechanism was withheld from the court. The finding at §§52–53 that there was no sustainable basis for forgery was procured by that concealment. This is fraud on the court. The order must be set aside.

A2 Deed substitution wrongly treated as clerical — the change of operative instrument concealed provenance failure and misled the court into treating the defect as harmless (Judgment §§39–40).

The deed-switch case: the narrative that the substituted manuscript deed was merely the correct version of the same bargain, innocently omitted earlier.

No.	False statement / representation	Why false / why it mattered
11	TGE §23 / BJP §23: "the agreement annexed to the Particulars of Claim was not the Loan Agreement ... A copy without the handwritten amendments agreed between the Parties was annexed ... due to what appears to be a filing error."	Materially misleading: the statement did not merely correct an annexure; it replaced one instrument with another materially different deed. It concealed the identity problem of the operative instrument and presented deed substitution as clerical housekeeping. That is how provenance was obscured and the claimant obtained procedural latitude without proving the deed on which it sued.
12	Application narrative: the substitution was presented as a correction of an annexure "in error" , not as the replacement of the operative instrument with a materially different annotated deed.	Knowingly misleading: the statement was not merely a description of amendment; it concealed a change in case theory. The

		claimant had itself previously relied on the earlier deed. By relabelling substitution as correction, it displaced attention from why the operative instrument changed at all. That is how the court was invited to treat a foundational switch as harmless.
13	PT-24-12 POC (2021): the claimant pleaded the original agreement then annexed, before later saying that document had been put before the court "in error".	This statement mattered because it showed the claimant had positively chosen the earlier deed when first suing. The later 'error' explanation therefore did not merely tidy the record; it retrospectively recast the history. It concealed that the deed identity problem emerged only once the original document became difficult to defend.
14	Reply / earlier possession materials also proceeded on the earlier unamended loan document, before the claimant later advanced the manuscript version as the true operative deed.	The repeated use of the earlier deed was not merely background inconsistency; it showed that the claimant itself had normalised the wrong instrument across proceedings. The later 'mistake' narrative concealed that repeated reliance and made a strategic shift appear accidental.
15	TGE §24: "the Claimant seeks to further amend the Particulars of Claim to substitute that annexure accordingly."	The statement did not merely seek amendment; it minimised the prejudice of changing the operative deed, loan amount, and security architecture. It treated a foundational alteration as a routine procedural step. That is how the Defendant was pushed toward meeting a different case without the safeguards such a change required.
16	WS-BS §13: "Ms Lawrence's suggestion that the Revised Agreement is "false and misleading" is denied. The terms were set out within it and these were agreed."	This was not merely a denial; it was a verified assertion that the manuscript-amended deed was a straightforward agreed instrument. It assumed as proved the very issue that required trial: that the later deed was the document actually agreed, executed, and delivered. That is how the deed-history dispute was made to appear unreal rather than triable.

CONCLUSION: The description of the substitution as a clerical mistake was false. HNW knew it was false. The court was induced at §§39–40 to permit the amendment and dismiss the deceit objection on that false basis. This is fraud on the court. The order must be set aside.

A3 Provenance never proved — the court rejected forgery without deciding who signed, how the signature appeared, or how the deed was created (Judgment §§52–53, 59).

The authority-shift case: once personal signature became difficult to maintain, the case moved to alleged solicitor authority.

No.	False statement / representation	Why false / why it mattered
17	TGE §45: Setfords’ Undertaking of 28 November 2018 stated: “[The Defendant] executed the Loan Agreement and the form of Legal Charge in the presence of a solicitor engaged by this firm who then witnessed the signatures.”	Materially misleading on provenance: the statement did not merely rely on an undertaking; it falsely bridged Deed 1 and Deed 2. In legal reality, the undertaking related to the earlier £900,000 instrument and could not attest to a manuscript-amended deed not yet created. By deploying it as if it covered both, the claimant concealed the absence of direct execution evidence for the operative deed.
18	TGE §38: “I have been informed by Mr Shaw and Ms Bee that Ms Bee held the original Loan Agreement. Following Ms Bee agreeing the amendments with Mr Kwatia over the telephone, Ms Bee made the hand annotated amendments to the Loan Agreement and then dated the document.”	The statement did not merely describe how Deed 2 came into existence; it replaced proof with interested hearsay. It assumed as regular the unilateral creation of the operative deed by the claimant’s own solicitor after the earlier signed instrument already existed. That is the very issue that required trial, yet it was presented as routine completion history.
19	BJP §47: “The suggestion that the Defendant’s signatures are not genuine is entirely at odds with the contemporaneous documents ... the allegation that Mr Kwatia committed the fraud as described, is so unlikely as to be fanciful.”	This was not merely advocacy; it was evidence-shaped advocacy verified as fact. The statement converted an unresolved provenance allegation into supposed fantasy without confronting how genuine signature pages came to appear on a different deed. It diverted the court from the mechanism of the alleged fraud and helped portray a triable composite-document issue as fanciful.
20	WS-BS §30.2: “Initially, Ms Lawrence claimed that her signatures on the Revised Agreement were forged by Mr Kwatia. However, in the NL Witness Statement, she no longer asserts forgery but instead claims that substituted signature pages were used without her consent.”	The statement did not merely attack credibility; it concealed the forensic refinement of the Defendant’s case. Moving from ‘forgery’ to ‘substituted signature pages’ was not retreat but clarification of mechanism. By recasting that development as inconsistency, the claimant converted an unresolved execution question into a credibility point against the Defendant.
21	WS-BS §22: “therefore the Undertaking clearly includes the redemption of the Aldermore Charge and Shawbrook Charge, which only formed part of the Revised Agreement.”	False verified assertion: the statement did not deny a peripheral conversation; it positively asserted the opposite factual position. That was not merely responsive pleading; it replaced the authority problem with a flat

		assertion that instruction had been given. In light of the 16:21 exchange, it treated as proved the very issue that required trial.
22	WS-BS §23: “relying on the assurances and Undertakings from Setfords that they had been instructed to proceed, HNW advanced the funds and redeemed the Seculink and the Flexible Funding charge to partially complete the Revised Agreement.”	The statement did not merely deny lack of agreement; it presented the manuscript deed as a straightforward agreed instrument. That concealed that agreement, execution, and delivery of that deed were the disputed questions. It assumed the validity of the very instrument whose provenance was in dispute and invited the court to bypass the Mercury problem.
23	WS-BS §31: “Setfords sent an Undertaking to Ms Bee to confirm that Ms Lawrence had executed the documents in the presence of a solicitor engaged by Setfords ...”	False verified assertion: the statement compressed negotiation, assent, execution, and delivery into one sentence of 'mutual consent'. It did not prove consent; it replaced the missing execution pathway with conclusion. That is how a composite-deed dispute was made to look like a simple completed bargain.

CONCLUSION: HNW maintained that forgery had no sustainable basis while suppressing the documents that proved it. The court at §§52–53 and §79 rejected the forgery defence on a record from which the entire provenance trail had been removed. This is fraud on the court. The order must be set aside.

A4 £300,000 contradiction — failed consideration was denied, the inducement narrative was concealed, and the enlarged security package was treated as consensual (Judgment §§14–15, 50).

The inducement case: the suppression of the promised £300,000 development tranche and of the pressure that surrounded the enlarged deal.

No.	False statement / representation	Why false / why it mattered
24	POC / Reply / WS case: the transaction was advanced as a straightforward agreed commercial loan, while omitting from the clean narrative Mr Shaw’s own 10:20 concern that the borrower "has no net cash at the end but she needs £300k+ to finish the works".	The statement did not merely describe a commercial loan; it suppressed the contemporaneous insufficiency that drove the security expansion. By cleaning the narrative of the 'no net cash / £300k+ needed' problem, it concealed the inducement pressure built into the enlarged structure. That is how the transaction was made to appear orderly rather than coercive and unstable.

25	WS-BS2 / claimant narrative: the claimant described the arrangement as agreed and voluntary, while not squarely pleading the 10:20 email as an inducement problem generated by the insufficiency of the original structure.	The statement was not merely incomplete; it used later formal language of agreement to suppress the contemporaneous evidence of insufficiency, leverage, and inducement. It created the appearance of voluntary commercial consensus while concealing why the structure had to be enlarged at all.
26	Claimant case: there was "no agreement for £300,000 as part of the initial advance under the Loan Agreement" .	This statement did not answer the £300,000 issue; it denied it in a form that suppressed the contemporaneous email explaining why the deal was being changed. It treated failed consideration as if it had never been part of the transactional reality. That is how the inducement problem was pushed off the page.
27	TGE §61: "the Claimant maintains the matters as pleaded by the Defendant cannot amount to duress and/or undue influence on the part of the Claimant."	The statement did not merely resist a duress case; it normalised a structure that only appeared coherent if the insufficiency email and security expansion were ignored. Once those are restored, the denial of pressure ceases to be straightforward and becomes the very issue that required trial.
28	Verified statement BS/reply p.67 "it is denied that the Claimant has sought to unlawfully gain profits from the Defendant in the sum described or at all"	This statement did not merely interpret the undertaking; it recast it as proof that the Revised Agreement already governed the transaction. That concealed that the undertaking arose in the context of the earlier signed papers and was being used to carry a later deed. It falsely bridged Deed 1 and Deed 2.
29	Verified statement BS/reply p.96 Whilst the Claimant had the benefit of charging interest on a larger capital sum, the Claimant was also exposed to an increased risk.	The statement did not merely deny profit-seeking; it concealed the economic mechanism by which the claimant's return was said to have been transformed. It suppressed the shift from an exit-capable facility to an enlarged structure with wider security, no matching additional advance, and extraction far beyond the original return profile.

CONCLUSION: HNW denied a £300,000 inducement and asserted full consideration, knowing the inducement had been promised and never delivered, and knowing the £65,000 payment contradicted its own case. The court at §§14–15 and §50 accepted those representations without access to the complete financial picture. This is fraud on the court. The order must be set aside.

A5 “Took the full amount” mischaracterisation — a false financial narrative concealed the £65,000 payment and absence of any ordinary net advance (Judgment §52).

No.	False statement / representation	Why false / why it mattered
30	TGE §36: the Defendant "confirmed this in an email sent to Mr Shaw at 13:09 on 30 November 2018 ... [and] requested that the loan complete that day and confirmed her agreement to either first or second charges over all of the properties ".	The statement did not merely present risk and return; it normalised the enlarged arrangement as ordinary lending. In legal reality, the complaint was that the Defendant paid to complete the original facility, did not receive the promised further funding, and lost unencumbered equity across the portfolio. It replaced the trapping of equity with the safer language of commercial exposure.
31	Claimant authority narrative: the 15:51 / 16:25 consent messages were treated as authority to complete the amended manuscript deal, not merely authority to progress the original bargain.	The statement did not prove informed assent; it treated practical urgency as informed assent. On its face the 13:09 email showed a desire to complete that day. In legal reality, it did not establish knowledge, execution, or delivery of the final manuscript deed. It converted urgency into consent and diverted the court from provenance.
32	TGE §37.12: at 18:26 the Defendant wrote, "Thank you very much, greatly appreciated! I will ask my broker to arrange valuations", which the claimant treated as affirmation of the amended deed.	The statement did not prove approval of the final deed; it retrofitted approval from same-day messages sent while documents were still evolving. It created the appearance of settled authority while concealing that the operative instrument was still being formulated later that afternoon.
33	TGE §41.4 and later reliance materials treated subsequent correspondence as consistent with prior knowledge, notwithstanding the 11 December 2018 email asking to confirm that "the original loan was £900,000".	The statement did not prove knowledge of deed architecture; it treated a brief post-completion expression of thanks as if it cured all prior defects. It presents consequence as proof. That is how later conduct was used to manufacture antecedent consent.
34	Claimant case from broker / email chain: the contemporaneous correspondence was said to make it "clear" that the Defendant knew and agreed the enlarged facility on 30 November 2018.	This statement did not merely rely on later correspondence; it converted a damaging email into supposed confirmation. The 11 December email pointed back to an understanding that the original loan was £900,000. By treating later correspondence as consistent with prior knowledge of the enlarged deed, the claimant disguised the very inconsistency that required trial.

35	TGE §39-40: because the Defendant and her solicitors later provided redemption figures and charges, the claimant said it "therefore relies on the contemporaneous correspondence that the Defendant had agreed to the Loan Agreement and its completion on 30 November 2018."	The statement did not merely say the deal was 'clear'; it replaced proof with narrative. The broker chain showed pressure, insufficiency, and renegotiation. It did not safely prove that Ms Lawrence knew and accepted the final manuscript deed. Used as it was, it made a triable knowledge issue appear obvious.
36	TGE §40 / claimant case adopted at judgment: "The Claimant therefore relies on the contemporaneous correspondence that the Defendant had agreed to the Loan Agreement and its completion on 30 November 2018."	This was not merely a broad security point; it collapsed general willingness to give security into assent to this particular charge instrument. It concealed the distinction between understanding that a property would be charged and valid execution of the specific £1.6m deed relied upon. That false equivalence helped route around Mercury and escrow.
37	WS-BS §19: "As such, by mutual consent, we agreed the Revised Agreement." / "I understand that Ms Lawrence was fully aware of the terms of the Revised Agreement; that she fully understood them; that she had agreed to them; and that the Revised Agreement had been formally communicated to her."	The statement did not prove assent at completion; it treated later provision of charges and redemption figures as if they validated the earlier deed. It presents later mechanics as proof of earlier authority. That is how post-event conduct was used to fill a missing gateway.
38	WS-BS §27: "On any understanding of what the agreement was, it was always mutually understood and agreed that the charge on the Property would be security for the loan."	The statement did not simply summarise correspondence; it converted contested exchanges into proof of knowing agreement. It treated as resolved the very issue that required trial and helped make a document-sensitive fraud case look like mere borrower denial.

SHE TOOK THE MONEY

The drawdown case: the narrative that the borrower received, controlled and benefited from the enlarged facility in a manner inconsistent with fraud.

No.	False statement / representation	Why false / why it mattered
39	Claimant narrative: the money was presented as having been advanced to Ms Lawrence in the ordinary sense during the 9-month term and as having placed her in possession of the enlarged facility.	Misleading: the statement did not describe a simple borrower cash advance; it replaced a complicated drawdown and redemption structure with the appearance of ordinary receipt of funds. It concealed immediate deductions, held sums, and encumbrance. That is how 'she took the money' was made to sound simpler than the transaction was.
40	TGE §37.10 and completion narrative treated the balance as funds to be released to the Defendant's	The statement did not prove benefit in the ordinary sense; it blurred gross drawdown with

	solicitors in the usual way once the further charges and redemption figures were supplied.	unencumbered net receipt. That was not merely imprecise; it concealed that monies were being channelled through redemptions and controlled releases. It presents consequence as proof of voluntary benefit.
41	Claimant case: the first and second charges over 10 properties were presented as agreed security for the amended facility.	The statement did not prove a valid bargain; it treated immediate multi-property charging as if it were evidence of agreement rather than one of the central consequences imposed through the disputed deed. It replaced the issue of lawful execution with the fact of later encumbrance.
42	Reply §90: it was denied "that the Claimant discharged the pre-existing mortgages or charges on the properties of the Defendant without her knowledge or consent".	The statement did not merely deny lack of consent; it made the claimant's own redemptive acts do evidential work for it. If redemption occurred without proper authority, later reliance on those redemptions as proof of assent is circular. It uses consequence as proof.
43	Claimant alternative-relief narrative: even if the loan documents were set aside, the claimant said it had advanced monies used to redeem pre-existing charges and was entitled to restitutionary or subrogation-based relief.	The alternative-relief narrative did not answer the gateway issue; it diverted attention from it. Restitution or subrogation may address consequences of payments made, but they do not prove execution, delivery, or validity of the deed. The statement helped keep the claim alive while sidestepping the fraud issue that required determination first.
44	TGE §62: "The Defendant did indeed raise a loan to replace the Claimant's loan, but the amount she could raise was insufficient to redeem the Claimant's loan in full."	The statement did not prove a realistic exit; it normalised refinancing failure without confronting opaque redemption figures, blocked security release, and disputed debt structure. It concealed that the supposed ability to refinance was itself part of the trap said to have prevented escape.

CONCLUSION: The representation that Ms Lawrence 'took the full amount' was false. No client receipt occurred. Shaw knew this when he verified the evidence. The court at §52 built its ratification finding on that false foundation. This is fraud on the court. The order must be set aside.

A6 Ratification inferred on paper — shifting deeds, failed consideration, and unproved knowledge were used to convert post-event conduct into adoption of a disputed instrument (Judgment §§51–52).

The ratification case: the narrative that later conduct cured the earlier problem and adopted the deed in any event.

No.	False statement / representation	Why false / why it mattered
45	Claimant case adopted at judgment: "Ms Lawrence took the full amount of the loan" / "had the benefit of monies advanced", and that later conduct therefore affirmed the deal.	Misleading: the statement did not prove valid execution; it used alleged financial benefit as a substitute for it. That was not merely argumentative; it treated receipt of value as curing foundational defects. It converted a deed-validity question into a conduct point against the Defendant.
46	Reply / witness case: redemption of prior charges and release mechanics were treated as ordinary completion steps showing acceptance of the enlarged facility.	The statement did not prove assent; it recast the lender's own implementation steps as evidence of borrower consent. Unilateral redemption of prior charges is a consequence of completion machinery, not proof that the manuscript deed was lawfully authorised. It presents consequence as proof.
47	Claimant narrative treated the same-day £65,000 broker-related payment within the completion arrangements as part of the ordinary implementation of the amended deal, not as evidence pointing back to the original £900,000 bargain.	The statement did not explain the £65,000 payment; it normalised it within the amended-deal story. In legal reality, that payment pointed back toward the earlier bargain and pre-existing completion arrangements. It suppressed evidence inconsistent with the claimant's later clean narrative.
48	TGE §42: "Each of the respective agreements for the Further Advances ... confirmed she was a party to the Loan Agreement and the Loan Agreement continued in full force and effect."	The statement did not prove ratification; it assumed it. Later further advances could not by themselves validate a void, fraudulently assembled, or unproved foundational deed. It uses later conduct to manufacture antecedent consent and bypasses the prior question whether the deed ever lawfully came into existence.
49	TGE §41.6: the claimant relied on the April 2020 payment holiday documents, signed and witnessed, as confirmation that "the Loan Agreement and Further Advances continued in full force and effect."	The payment-holiday material did not merely continue the contractual story; it was used to retrofit affirmation onto an earlier disputed instrument. That was not merely inferential; it reversed the legal sequence by treating later paperwork as curing prior provenance defects.
50	TGE §43 / claimant case at judgment: "any suggestion that the Defendant had not agreed to the Loan Agreement is ill founded and is directly contradicted by the contemporaneous correspondence described above."	The statement did not fairly describe the correspondence; it converted a mixed document set into one-way proof. It suppressed the very documents that destabilised the claimant's narrative, including insufficiency, inability to sign, and

		the 11 December £900,000 understanding. That is how a triable issue was portrayed as ill founded.
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CONCLUSION: HNW advanced a ratification case knowing that authority had been expressly withdrawn at 10:20, that Kwatia supplied no signatures, and that no stable instrument existed to ratify. The findings at §§51–52 were procured on verified evidence HNW knew to be false or materially incomplete. This is fraud on the court. The order must be set aside.

A7 False chronology / attestation / escrow — an undelivered amended deed was treated as coherent despite temporal impossibility and unresolved escrow release (Judgment §§50–52).

The complaint-silence case: the narrative that no real objection existed until enforcement pressure made denial convenient.

No.	False statement / representation	Why false / why it mattered
51	TGE §31–32: The signed legal charges were delivered on or around 15 November 2018 and the signed loan agreement was received on 21 November 2018, both “undated” and “in anticipation of completion.”	The statement confirmed escrow delivery of the earlier signed papers, but it was then used in a way that concealed the critical gap: no fresh act of execution or unconditional delivery of the later manuscript deed was identified. It created the appearance of continuity while suppressing the break between Deed 1 and Deed 2.
52	TGE §38: Ms Bee “made the hand annotated amendments to the Loan Agreement and then dated the document” on 30 November 2018. The Undertaking relied upon (TGE §45) was dated 28 November 2018.	The statement did not merely present chronology; it normalised a chronology that only appears coherent if the provenance question is never asked. An undertaking dated 28 November could not attest to amendments made on 30 November. The statement falsely bridged that temporal gap and concealed the absence of attestation for the operative deed.
53	TGE §37.5: At 16:21 on 30 November 2018, Mr Kwatia stated: “My client is not able to sign the loan agreement at the present time.” Ms Bee replied confirming “they couldn’t complete until the Defendant had signed.”	This contemporaneous exchange did not support regular completion; it exposed its impossibility. The statement that the client was not able to sign showed that no same-day signing event occurred for the operative deed. Later reliance on completed regularity did not answer that problem; it disguised it. That is how the provenance issue was prevented from being properly tried.
54	WS-BS §15: “On 28 November 2018, Ms Lawrence’s solicitors, Setfords Law Limited, provided an Undertaking in which they confirmed that: they had explained the legal nature of and implications of the loan ... that they had witnessed her signature.”	The statement did not merely rely on the 28 November undertaking; it reused it as if it authenticated the final transaction. That concealed that the undertaking could only speak to the earlier instrument. It created the appearance of regular execution while suppressing the absence of direct attestation for Deed 2.

CONCLUSION: The completion chronology presented to the court was false. HNW knew the attestation clause was false, the escrow was structurally incapable of fulfilment, and the deed had been

assembled after Ms Lawrence left the country. The court at §§50–52 accepted the completion narrative without access to those facts. This is fraud on the court. The order must be set aside.

A8 Counterclaim extinguished — enforcement, eviction, and loss claims were struck out on the false platform that the disputed deed and authority questions were already settled (Judgment §58).

The complaint-silence case: the narrative that no real objection existed until enforcement pressure made denial convenient.

No.	False statement / representation	Why false / why it mattered
55	TGE §63: "Prior to the issue of the Possession Claim, the Defendant has not challenged the validity of the Loan Agreement, the Legal Charge, nor the legal charges in respect of the other properties."	False verified assertion: the statement did not merely describe silence; it constructed silence to undermine the defence. If prior complaint existed, the statement recast a long-running validity dispute as late opportunism. That is how an unresolved composite-document issue was made to appear as mere borrower inconsistency.
56	Reply & DCC §77: "The Defendant has at no time prior to the issue of the subject proceedings queried the validity of the Loan Agreement or the Legal Charge in correspondence or at all."	The statement did not simply deny earlier challenge; it used supposed absence of complaint to make the Defendant's case look tactical and untrustworthy. That was not merely narrative colour; it helped move the court away from safeguards and toward dismissing the defence as opportunistic.

The enforcement-conduct case: the narrative that HNW or its principals had no meaningful knowledge of, or responsibility for, unlawful eviction activity.

No.	False statement / representation	Why false / why it mattered
57	Claimant enforcement narrative: HNW or its side presented itself as carrying out ordinary enforcement, without meaningful acknowledgment of prior knowledge of unlawful eviction or removal of goods.	The statement did not merely present ordinary enforcement; it cleaned the enforcement narrative of alleged unlawful eviction and removal of goods. That mattered because a false clean enforcement picture made the counterclaim look insubstantial and helped strip it of procedural protection.
58	Related representation: that claimant-side actors could distance themselves from eviction knowledge notwithstanding payments, directions, attendance, or approvals connected with enforcement activity.	The statement did not merely distance claimant-side actors from enforcement knowledge; it recast linked payments, directions, attendances, or approvals as if they carried no responsibility. That diversion helped the court treat enforcement-related allegations as peripheral rather than central to fairness and counterclaim viability.

59	WS-BS §53: “there was a valid agreement between the parties, and the legal charge was effective. Sums were clearly owed to HNW under the Revised Agreement, and we were fully entitled to enforce our rights under the Revised Agreement and the legal charge on the Property.”	This was a direct verified conclusion on the very gateway issue that required trial. It did not prove validity or effectiveness; it assumed them. That is how the claimant obtained strike-out without proving the deed on which the strike-out depended.
60	WS-BS §59–60: “The evidence shows that Ms Lawrence was fully aware of the Revised Agreement and that she authorised Mr Kwatia to proceed with it.” / “The Defendant’s Defence and Counterclaim have no real prospect of success ...”	These were not merely summary paragraphs; they compressed disputed provenance, authority, assent, and validity into apparent findings of fact. They replaced proof with narrative and invited the court to treat the defence as hopeless. That is how the Defence and Counterclaim were stripped of the procedural protection they required.

CONCLUSION: HNW enforced through a receiver with an undisclosed conflict, under a void deed, and denied the conflict in verified correspondence. The counterclaim was extinguished at §58 on a false platform HNW's own principals had constructed and maintained. This is fraud on the court. The order must be set aside.

A9 Disclosure refused — the court denied access to the execution, delivery, escrow, and provenance trail while the claimant’s misleading document narrative remained untested, while maintaining a finding of “no sustainable fraud” (Judgment §§61, 79).

The drawdown case: the narrative that the borrower received, controlled and benefited from the enlarged facility in a manner inconsistent with fraud.

No.	False statement / representation	Why false / why it mattered
61	TGE §38: the only account of Deed 2’s creation is hearsay from Mr Shaw and Ms Bee. Ms Bee’s own evidence was never tested: “Ms Bee has said that it is then her practice to email amended agreements ... and believes that is what she did in this case.”	The statement did not merely recount Ms Bee’s role; it made her untested account the whole provenance pathway for Deed 2. Without her evidence, file, emails, and metadata, the assembly and timing of the operative deed remained unproved. Refusal of disclosure therefore prevented the very issue that required trial from being properly examined.
62	Reply §67: “The Claimant reserves its right to seek permission to rely upon expert handwriting evidence pursuant to CPR 35.4.” Yet the claimant simultaneously argued the fraud case was hopeless and disclosure unnecessary.	This was internally contradictory. The statement reserved the claimant’s own right to expert evidence while resisting the Defendant’s access to the underlying materials needed for expert scrutiny. It did not support summary disposal; it exposed that the

		signature issue remained open while the court was being asked to dispose of it anyway.
63	WS-BS §31: “Ms Lawrence also denies ever having had a video call with Mr Kwatia and/or Setfords in which he witnessed her signing any documents. I have not seen any evidence as to whether a video call did or didn’t take place.”	The statement did not answer the signing question; it admitted lack of knowledge about it. In legal reality, Setfords held the only independent material capable of resolving whether and how signing occurred. Refusal of third-party disclosure therefore removed the most direct route to testing provenance.
64	BJP §40–41: Setfords’ Undertaking of 28 November 2018 was relied upon as proof of proper execution, exhibited at BJP1 pages 247–251.	The statement did not merely rely on the undertaking; it relied on it in a way disclosure would have tested and likely broken. The Setfords file would have shown what the undertaking actually covered. Without that disclosure, the claimant’s false bridge between the earlier escrow papers and the later deed was left unexamined.
65	TGE §47: “Furthermore, as described above, the Claimant claims the Defendant acknowledged the Loan Agreement ... on multiple occasions” — treated as rendering disclosure unnecessary.	The statement did not answer the provenance question; it used later acknowledgments to argue that disclosure was unnecessary. That reverses the proper sequence. Whether the deed was validly created is anterior to whether later conduct adopted it. By treating ratification as a substitute for provenance inquiry, the claimant helped keep the gateway issue from proper determination.

CONCLUSION: HNW maintained there was no sustainable basis for fraud while withholding the documents that proved it. The court refused disclosure at §§61 and 79 and found no fraud on a record from which the most probative evidence had been systematically excluded by the party that created the fraud. This is the clearest instance of fraud on the court in these proceedings. The order was procured by that fraud and must be set aside.

CUMULATIVE PROPOSITION

The nine matters above are not isolated complaints. They form a coherent mechanism by which the claimant obtained dispositive findings without proving the instrument on which those findings depended. The same pattern repeats throughout: a false or misleading statement is made; the material capable of exposing it is withheld or displaced; the court is invited to treat a fraud-sensitive dispute as clear; and safeguards are removed.

On the Applicant’s case:

- the signing case shifted while the provenance issue was concealed,

- the deed substitution was falsely presented as clerical,
- forgery was rejected without proof of creation or execution,
- the £300,000 inducement was denied despite contemporaneous documents,
- forced deployment was misdescribed as voluntary receipt,
- later pressured conduct was converted into ratification,
- an impossible chronology was normalised,
- the counterclaim was extinguished on assumed authority,
- and disclosure was refused while the claimant maintained there was no sustainable fraud.

That pattern is not mere inconsistency. It is, on the Applicant's case, a deliberate false platform by which the court was induced to dispense with trial safeguards and make findings it could not safely have made had the true position been disclosed. The order was therefore procured by fraud on the court and must be set aside.