

Mr Hussin and Mr Ahmed

Claimant

v

Mr Yediayli

Defendant

Before Judge

on

2023

CONSENT ORDER for a G02EC632 transfer from the County Court to the High Court and Shop Sale Completion Claim 2019 003741 and G02EC632 Case Records Disclosure for the Claimant and Defendant against the Clerkenwell & Shoreditch County Court Chief Administrator REASONS:

1. The Business Partnership of Mr Yediayli and bought the residue of the Long Commercial Lease of 222 Devons Road Bow, London. In a Partnership Dissolution got Sole Ownership for Mr Yediayli of All Partnership Assets including the Long Lease but not a Lease Transfer from Joint Names to the Sole Name of Mr Yediayli. He carried on in business alone for 14 years and lost all contact with his Former Business Partner
2. In 2019 the Business Sale from Seller, Mr Yediayli to the Buyers, Mr Hussin and Mr Ahmed got Sale Instructions for the Seller Lawyers, Taj Solicitors and Buy Instructions for Buyer Lawyers, TV Edwards.
3. The Seller Lawyers and Buyer Lawyers ignored the Transaction Priority, which was a Lease Transfer into the Sole Name of Mr Yediayli
4. Legal Service Failures by the Seller Lawyers and Buyer Lawyers resulted in Premature Possession for the Buyer and Sale Price Payment Refusal Advice from the Buyer Lawyers to the Buyers
5. The Sale Price Payment Claim 2019 003741 of the Seller, Mr Yediayli, vested jurisdiction in the High Court. The Buyer Lawyers ignored the Transaction Priority. The Defence Advice was a Transaction Admission and Unjust Enrichment Reason for Sale Price Payment Refusal. The Sale Completion Advice was a County Court Claim for Sale Specific Performance that got reference G02EC632. It used the County Court for a Jurisdiction Usurpation Contempt Fraud against the High Court
6. G02EC632 Defence Instructions, Counterclaim Instruction and Hearing Instructions from the Seller to Silvine Law used the Case History for Jurisdiction Deficit Arguments. They got an Instruction Execution Undisclosed Refusal and Case Management Sabotage by Silvine Law against the Seller. A Case Transfer + Case Instructions by the Seller from Silvine Law to Noble Law got Instruction Execution Failures and a No Jurisdiction Finding by a County Court Judge for the High Court against the County Court
7. The Seller has paid about £11,000 to the G02EC632 Defence Lawyers. The Buyers have paid more than £60,000 to the Buyer Lawyers. The Seller and Buyer want Judicial Guidance from the High Court on Settlement Terms for them that does not compromise their Legal Service Failure Claims
8. The Case Transfer will enable use of High Court Claim 2019 003741 for applications:
  - 8.1. By the Seller for 3<sup>rd</sup> Party Status for the Former Business Partner + Service Waiver + Lease Transfer and for 4<sup>th</sup> Party Status for the Lessor + Lease Renewal Time Extensions
  - 8.2. By the Seller and Buyer for Party Status Orders against their Respective Lawyers n
  - 8.3. By the Seller and Buyers for Settlement Directions that achieve the Sale Completion with Damage Mitigation for the Legal Service Failure Claims of the Seller and Buyers
9. Disclosures by the County Court and Parties will enable Disclosure Comparisons by the High Court
10. The Buyer paid the Consent Order Fee because poverty prevents the Seller sharing the cost