PROJECT SPARTA

For fraternity members only.

3rd Edition.

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Disclaimer

This is open-source copyright free information only, and not legal advice.

The strength of everything written within this document is dependent on the number of people who understand and use it.

The more people who get off their knees and stand their ground, the stronger each remedy becomes.

"A new age has begun. An age of freedom for those who take it."

INTRODUCTION

The following is an introduction to the process of how the ***"council tax deception"*** is carried out.

Bill

What appears to be a bill is sent to every house hold within the UK, in an attempt to get people to pay without questioning to see the correct legal documents that supports the alleged bill.

People have a choice as follows:

- Pay the bill.
- Ignore the bill.
- Send the bill back.
- Contact the council to verify the validity of the ***"bill"***.

Magistrate Court

If the bill is ignored or sent back, the council will incorrectly assume that you have accepted the obligation to pay, and have now refused, and will begin an ADR process.

Note: councils cannot use the official legal court system, pursuant to statute, as no legal paperwork supports the bill, therefore ***"council tax"*** is treated as a ***"private matter"*** outside the legal system.

Furthermore, the word ***"resident"*** is in fact a ***legal title*** within a ***contract*** that does ***not*** exist.

Magistrates court is where the council hire a room for bulk processing and although not an ADR conducted within a business centre, it is the start of the ADR process.

Note: see the ***Bulk Batch Processing*** document.

The purpose for the ***"internal summons"*** is for you to make payment, as ***"the council"*** have already accepted your obligation to pay on your behalf, which you must correct.

Therefore, if you do not turn up to the ***"internal summons"*** and pay, the process follows the next steps:

1. Council tax office sends threatening letters. If ignored they move to step 2.
2. Debt collectors get involved. If they fail debt validation, they move to step 3.
3. Solicitor begins ADR with a business centre, and not a court.

The ***ADR Correction Process*** is in response to receiving any documentation you get from a ***"business centre court"*** with the words ***"business centre"*** written within the ***"court address"***.

Note: in most cases there will not be a ***case number***, just a ***claim number***, which is not recognised by any court pursuant to statute.

The template notice within the ***ADR Correction Process*** is sent to the person who filled out the application form for the ***"business centre court"***.

Note: you get their name from the application form sent to the ***"business centre"***.

In most cases it is not ***"the council"*** itself that completed the application form, but a third party ***"agent"*** such as a solicitor, so the notice template is directed at them and not ***"the council"***.

If you are contacting the council over a ***"summons"***, which does ***not*** say ***"business centre"*** but ***"magistrate court"*** then you can query the legitimacy of the ***"summons"***, as the court has no record of said summons.

When it is found to be an ***"internal summons"*** for an ADR, with no legal documentation supporting it, you can decline the offer and have no further communication with ***"the council"***.

When a third party gets involved, such as a debt collector, you should only deal with them and have nothing to do with ***"the council"***.

Note: carry out the basic debt validation process.

When a solicitor gets involved after the debt collector gives up, then you use the ***ADR correction process***.

You still do not get involved with the council, just the solicitor only.

It is not a good move to bypass the ***"agent"*** and contact the ***"principal"*** or ***"the council"*** because in most cases the ***"agent"*** is not legally connected to the ***"principal"*** anyway.

They often make the claim that they are just ***"acting on behalf"***, so have no legal authority; basically, they are bluffing.

It is always a much more prudent move to just focus on the alleged ***"agent"*** and make them verify their claim, and not even acknowledge their ***"client"*** whoever it maybe.

Remember PJ/COD: once a claim has been made upon you, you must ascertain your ***position*** first, and ***never*** argue over ***obligation***.

Although not legal advice, the following is a suggested remedy process to deal with documentation that has been sent to you in error.

1. Contact the ***"local council"*** to see the underlining original contract that produced the bill.
2. If contract is not forthcoming, consider your options and if you wish to continue paying.
3. If you decide that without contract there can be no obligation to pay, consider your next move.
4. Consider if you have the right to terminate contract, and act upon said right.
5. Zero the account of any pre-existing obligation, if you choose to.
6. When letters turn up requesting you to attend a bulk processing centre at a magistrate court, notify the sender of the violation of your rights, and potential liability, then decline the offer.
7. If the alleged debt is sent to a debt collecting agency, follow the debt validation process.
8. If the debt collector fails to perform, consider taking legal action for your time and damages.
9. If a solicitor contacts you and has started an ADR process without your permission or consent, follow the ***ADR correction process***.
10. Once the ***ADR correction process*** is complete, file a claim against the solicitor for your administration costs plus damages.

Commerce is a linear process of paperwork, and you should only be focusing directly on the party in direct contact with you, and do not do any of the following:

1. Do not contact the alleged ***"principal"*** when it is suggested by a ***"third-party interloper"*** that they are ***"working on behalf"*** of.
2. Do not click on any internet links to gain information, the ***"agent"*** is responsible to supply you with all the information you requested.
3. Do not accept any Acts or statutes quoted.
    - Request they quote the section and paragraph they are using.
    - On their reply, request to see the underlining contract that caused pursuant to statute.
4. Correct any paperwork that assumes obligation on your behalf, such as:
    - ***"Regarding your non-payment"***
    - ***"Regarding your statement or account"***
    - ***"Regarding your council tax bill"***
5. Do not follow any requests, or answer any of their questions.
6. Do not make phone calls or send e-mails, only written notifications.

CLASSIC MISTAKES AND CONTRADICTIONS

RE: "COUNCIL TAX"

Council tax is a statutory charge proposed by the Local Government Finance Act 1992, whereby ***"the resident"*** is obligated to pay.

However, because the source of this Act is from ***legislation*** within a ***legal system***, we know that ***"the resident"*** is in fact a ***legal title*** and ***not*** a ***word***.

Note: if the ***word resident,*** where used, this would make every ***living*** person a slave, which would violate the slavery Act within the ***legal system***.

It would also violate contract law and the 7th rule in commerce: ***"No involuntary slavery"***.

Note: ***Contract law*** is above ***all*** laws by man, as beyond this point the sword is used.

"Legis" is a ***Latin*** word referring to a proposal, offer, or suggestion of law.

The suffix ***"-al"*** indicates ***"pertaining to"*** or ***"in the nature of"***, which means the word ***"Legal"*** pertains to the ***"source of the law"***, which is ***"law within contract"***.

Note: if the ***source*** of the law is ***unknown***, then it has ***no legal standing*** as the ***author*** is ***unknown***.

Furthermore, just quoting acts and statutes is ***not*** proof of source, as an agreed upon contract must first be produced accepting the source within commerce.

"Legis" and ***"legal"*** implies an offer or proposal of law, or a draft of legislation, ***before*** it can become law; It becomes law once accepted by the one the offer is made to, creating the contract.

Therefore ***"legislation"*** encompasses the process of composing, proposing, drafting, negotiating, debating and endorsing laws within a suggested contract.

Once all parties are in agreement, the contract has been accepted and can now be enforced.

Summary: Because all tax ***policy*** is found within ***legislation***, then by very definition we now know that all tax is in fact ***contractual***. Anything else would mean slavery.

Tax ***policy*** does ***not*** violate a person's freedom by making them a slave, ***if*** it is ***enforced*** through ***accepted contract*** within ***legislation*** and the ***legal system***.

- ***Force:*** To compel someone to do something ***without*** right; which is ***not*** lawful and is a crime.
- ***Enforce:*** To compel someone to carry out their duty to satisfy an obligation within contract; which is lawful.
- ***Forced Taxation:*** is theft.
- ***Enforced Taxation:*** is contractual through mutual agreement, and therefore ***not*** theft.

Note: Any government employee, including Judges and the police, found to be deliberately ignoring or going against legislation, will be acting unlawfully and carrying out a criminal act.

The Resident

In the context of commerce, the legal title ***"The Resident"*** typically refers to an entity or person who holds legal right to use a property, based within a specific jurisdiction, such as:

- Resident Physician.
- Professor in Residence.
- Hotel resident.
- Nursing home resident.
- Residential tenant.

Note: within commerce, ***"person"*** refers to a legal persona or corporation, and ***never*** the living.

The legal title ***"resident"*** refers to the holder in due course that holds the formal ownership to the ***user rights*** recognised by legislation, meaning the ***person*** or ***entity*** has the legal authority and rights over the use of the property.

Note: the word property does ***not*** always refer to the physical building, and in most cases, property is referring to a title.

The ***"resident"*** is the entity that ***occupies***, but does ***not*** own, a domicile or dwelling as their principal place of business, which can be relevant for legal, tax, or contractual purposes within commercial transactions.

Before any claim of failed obligation or payment can be made against the resident, the ***original contract*** that formed the contractual relationship within commerce, must be presented upon request.

Without the original contract being available for review, the resident shall be unable to comment on any alleged claim being made upon them, as their position with the alleged contract is unknown.

Furthermore, evidence that the ***"legal persona"*** has accepted to ***"hold office"*** and act as ***"the resident"*** must also be provided, in the form of a signed written contract.

Contradictions with the official narrative

Regarding the official narrative where council tax is concerned, there are many contradictions regarding the payment of council tax.

The council will call the ***resident*** a ***customer***, but then send a ***"tax bill"***.

- ***Customers*** should receive a bill evidenced by an invoice, based on a contract.
- A ***taxpayer*** pays tax once obligation of legal title has been accepted.

The difference between ***"customer bill"*** and a ***"tax bill"***, is that a customer receives consideration, whereas a tax payer does not.

If council tax is a statutory charge, then it is ***not*** a payment for services, furthermore Councils have been obliged to admit the following:

- Council tax does ***not*** pay for council services.

- No one is obligated to accept council services.
- Having a named council on a property title from land registry only shows the property is eligible to receive services from said council, and ***not*** to pay a council.

Note: all services must be itemised on both the contract and invoice for the customer to be obligated to pay the council.

Councils will make the claim that ***"the statutory charge or demand is enforced without contract"***; however, this statement is in conflict and makes no legal sense.

- ***Enforcement*** can only be done through contract.
- Statutory charge only applies when contract is accepted.
- A ***demand*** is a ***"bill"*** once obligation within contract has been fulfilled.

Note: to be ***forced*** to pay anything ***without contract*** makes you a ***slave***.

MISTAKES WITHIN REMEDIES

My Council

The first mistake many people make with regards to council tax is considering ***"the council"***, ***"their council"***; it is not.

These people have allowed themselves to be brainwashed and believe that they ***live*** within a County, District or Borough council; they do not.

They go on to contact a ***body corporate*** and make claim to ***"their council"*** often referring to ***"my council"***, which implies joinder has been accepted and obligation to pay council tax is now duty bound.

This is all the employees of the council tax office need to ***"legally enforce"*** council tax.

Remedy: before starting any course of action, the idea of ***"my council"*** must be changed to ***"what council?"***.

My Council Tax Bill

The same brainwashing conditions people to believe they have a ***"council tax bill"***, often even quoting ***"my council tax bill"*** over the phone or in writing when contacting a council office.

Just by simply stating you have a council tax bill means you have accepted the obligation to pay it.

If you truly believe you have a council tax bill, then just pay it.

Remedy: if you receive a document in the post that appears to allege a bill, then question the validity of the document, but ***never*** claim to own it.

Get out of paying

When someone asks how to ***"get out of paying"***, they have also acknowledged they have an agreement that creates an obligation to pay, and now wish to ***"get out"*** of paying.

Making this request can create a legal or contractual obligation to pay, even if there was no initial obligation to begin with.

The simple act of trying to ***"get out"*** of an obligation, has just created it.

This is all the council tax employees need to come after you at full force to ensure you pay.

It is for this very reason, when someone requests ***"how do I get out of paying"***, that you can ***never*** help, as the state will now come after you for interfering in commerce and attempting to break a contract.

If you are ever asked ***"how do I get out of paying?"***, your response to them should be ***"you can't, just pay it"***, and walk away as you ***cannot*** help the brainwashed.

Appeal for Compassion

The ***Latin*** phrase, ***argumentum ad misericordiam***, means ***"an argument for mercy"***; ergo ***"appeal for pity"***.

The term refers to when someone appeals to another party hoping they have compassion, are merciful, or are forgiving, in an attempt to avoid consequences of an obligation.

Not only is it a logical fallacy where a person bypasses evidence or accountability by focusing on emotional, personal, or sympathetic factors, it is also a terminal move to make in commerce.

This is done by making appeals, excuses, statements or claims as follows:

- ***"I cannot afford the amount due to losing my job."***
- ***"I have an illness and therefore cannot pay."***
- ***"I am not saying I do not want to contribute to the community, but my bill is too much."***

By attempting to appeal for compassion you have agreed to, and highlighted, the following:

- You accept the obligation to pay
- You do not know what you are doing
- You are vulnerable
- You are prey

Making an appeal for pity means you shall be slaughtered and fed to the scavengers known as third party debt collectors.

It is a serious, almost fatal legal move, to think anyone working for a council tax department has any compassion, empathy or sympathy at all, they do not, for if they did, they would never choose that profession to begin with.

VAT

Many people make the claim that the ***"council tax bill"*** is fraudulent as no VAT is charged, however there are many errors to this remedy:

- VAT is not charged on taxes like income tax, council tax, or other statutory charge.
- VAT applies to goods and services sold by businesses that are VAT registered.
- Residents are not authorised tax inspectors and therefore do not have the right to ask regarding VAT or any other tax issue pertaining to any business.

How my tax is spent

People are under the delusion that when the tax is paid, it is somehow ***"their tax"*** and have a say in how ***"their tax"*** is spent; this is ***not*** the case.

Before we understand why, we need to understand basic contract law within commerce.

Contract law

Within contract law and commerce, once a contract has been agreed upon and completed by one party, usually the service provider, the other party, which is the customer, is now obligated to pay consideration.

The consideration is usually in some form of monetary payment, which is stated first within the contract, and then in an invoice once the work has been completed.

When a bill from the service provider is produced, the customer is legally obligated to conclude the agreed upon contract, and carry out their duty by paying the bill.

This concludes the contract with both parties, who are now free to conduct business elsewhere with ***no interference*** from the party they just concluded business with.

Ownership of the "money"

- ***Payment as consideration:*** The ***"money"*** paid by the customer is the consideration for the service providers performance.
- ***Transfer of ownership:*** After payment, the funds become the service providers property, whereby the customer no longer controls or owns the ***"money"***.
- ***Control over use:*** The customer has ***no*** legal right to dictate how the service provider spends the ***"money"*** once paid, meaning the service provider is free to spend the funds as they see fit regardless of any objection from the customer.

The nature of how the money is spent once you have paid, including state sponsored terrorism, is ***not*** your concern.

However, within both contract law and commerce, you are free to ***not*** engage with any corporation or business you wish for ***any reason***, and to ***terminate contract*** at any time.

Remedy: if you do not want the money you pay a corporation to fund criminal activities, such as war and terrorism, then you have the right to ***not*** engage and terminate any existing contract.

Conditional Acceptance

A remedy that has been used by many, but is fundamentally flawed, is to send a Notice of Conditional Acceptance when the ***alleged*** council tax bill is received.

This approach is flawed on many levels, one of which is that conditional ***acceptance*** is ***acknowledgement*** that the ***bill*** has ***legal standing***, and also ***agreement*** that you have an ***obligation*** to pay.

The conditions offered usually refer to many reasons, such as:

- How the money should be spent once paid.
- The quality of service provided by the council.
- If a contract is produced before payment.
- The money is held in trust until the conditions are met.

However, by sending such a response highlights that you have no knowledge of how contract law or commerce functions, as a ***bill*** is a ***demand*** that ***cannot*** be negotiated.

To offer conditional acceptance, means you wish to negotiate, which should have been done at the contract stage, ***not*** when the bill is issued.

Note: sending any correspondence with the phrase ***"I am not refusing to pay, but…"*** is also acceptance to pay, whereby the rest of your notice is irrelevant as you have already lost.

In layman's terms, if you claim you are ***not*** refusing, then you should just pay.

The correct approach when receiving a bill, which is considered sent in error, is to demand to see the ***contract*** and ***invoice*** that supports the alleged bill.

If the contract and invoice is shown to be in conflict with the bill, or does ***not*** even exist, you can instruct the ***"claim of bill"*** to be withdrawn within a timeframe, before litigation begins for damages.

Note: a legal true bill would be written as a sum certain and be supported by proof of order, contract and invoice, anything else is nothing more than an article with no legal standing.

Remedy: question the sender of any bill to provide evidence that supports the validity of said bill, until that point it is an alleged bill, with no legal standing.

Different Law

One remedy used is for people to state that they are operating under a different law to the form the court is using, such as:

- Common law
- Law of the land
- Natural law
- Universal law
- Constitutional law

However, this is a fundamental critical error and a fatal mistake to do in any court, as by doing so you have made it clear that you have ***no authority*** of your own, and therefore have already lost, and have become prey.

- When you wish to use the authority of the court in your favour, then you must use ***"your"*** Ens Legis name, and therefore you can use Acts, statutes, case law and regulation ***against*** the one making the claim.
- When the court is attacking you, the Ens Legis is used to ***trap you within*** Acts, Statutes, case law and regulation, and therefore you must use your ***own authority***.

Note: if you cannot prove the source of the law, the judge will disregard it and determine his own source.

What the judge is attempting to do within his court is direct you away from your own authority and into an authority he controls, which is legislation controlled by the BAR association.

However, many people make it easy for the judge to do this as they defer from their own authority and accept one of the many traps within the legal system, such as:

Common law

Without a source, the ***"common law"*** that shall be applied to you is ***"English common law"***, whereby you have become a commoner without house or rights and are now under the authority of the BAR association.

Law of the Land

Law of the land is ***not*** universal or a collective, but an ***individual claim*** of land for ***a*** man.

If you are ***not*** the authority behind the claim to land, then you are ***not*** the one making the law upon it, your land lord would be.

This means you are a serf, living in a dwelling upon your master's land, and are obligated to follow his law.

Natural Law

Although natural law has merit, it is not a law upon itself, but more of a guide of what people would naturally accept or reject.

There is no source for natural law, and thus the judge shall dismiss this claim and treat you as chattel without freedom, rights, authority and the ability to make law.

Remember this, even in nature there is death, with both predators and prey living within it.

Universal Law

The only universal law is the one that governs the universe and is beyond man's reach.

The fundamental truth within the ***law of man*** is it ***cannot*** be universal, as everyone must be allowed to choose their own path in life, and captain their own ship.

- The paradox of rights: everyone has the right to give up their rights.

- The paradox of freedom: everyone is free to give up their freedom.

It is for these reasons that each person alive will have different rights, and some may have even willingly given up their freedom.

Although it shows good character for a person to consider that universal law protects everyone, this is not the case, as they do not have the right to impose ***"universal law"*** on to others who do not want it.

Note: universal law, like natural law, can only be used as a guide for consideration, but not forcibly applied to all.

However, within the legal world, if the source of the law is not known, then the law does not exist and therefore to claim you operate within ***"universal law"*** shows you do not know what you are doing.

This means, you have become naive prey ***without*** authority and shall be treated as such.

Constitutional law

The fundamental law within the law of man is ***"he who creates controls"***, and thus a man's pen has the authority to write ***his law***.

If you did ***not*** write the constitution, but claim to operate ***under it***, then you are ***under*** the authority of the man who did write it, and thus have ***no authority*** of your own.

Note: to be under the authority of a man means to be tethered to him, which positions you as a boy.

Within the legal word, to claim to operate under constitutional law, places you within a ***ward*** called ***"party of interest"*** and have become a ***constituent***, or debtor to the authority who created the ward.

This means if you quote constitutional law, you have just agreed to pay the debt within court.

Promissory Note

There have been attempts to pay council tax with a promissory note; however, this exposes the inexperience of the person and traps them, such as:

- Obligation to pay has been accepted
- The ***"council tax bill"*** has been legitimised
- Naivety of the one using the promissory note

One fundamental problem with this remedy is a promissory note is a ***"tender to pay"*** based on an offer to buy; it ***cannot*** be used against a bill as it does not balance the account.

Other issues are as follows:

- You have to attain the position of ***creditor*** first, to be able to issue promissory notes within the ***financial system*** operating within the ***legal system***.
- The source of the credit has to be identified within the promissory note in the form of the account number.

- Promissory notes autographed by the ***"living man"*** are ***not*** recognised within the ***legal system***, only signatures operating under the authority of the source of the credit are.
- Only financial instruments ***owned*** and ***controlled*** within the legal system, with executor signatures pointing to the authority of said legal system, has any ***"value"***.

Bills of Exchange Act 1882

Although the bills of exchange Act is a valid remedy to take, there are serious pitfalls in using it, and should only be attempted by those who really know what they are doing, and even then, you can fail.

People using this method make the mistake of assuming the bills of exchange Act 1882 even applies to council tax, without verification, such as:

- Not all bills are negotiable instruments; this would be determined by seeing the original contract that supports the bill.
- The ***"courtroom"*** claimed to send the ***"summons"*** does not recognise the Bills of Exchange Act.
    - It should be noted, if the ***"courtroom"*** does not recognise the Bills of Exchange Act, it also cannot use the Local Government Finance Act 1992 either, which negates their claim.
- The ***"Council Tax Bill"*** or article is not written as a sum certain and therefore cannot be recognised as a bill.
    - It should be noted, all commerce is text only, with the language and dictionary known to both parties.
- To be successful with this remedy would expose the truth of how the system works, so they will ***never*** let you win.

Uniform Commercial Code

Similar to the Bills of exchange Act 1882, using UCC codes is a valid remedy, but requires an even higher understanding of how the system truly works, than the Bills of exchange Act.

This remedy should never be used by those who do not know what they are doing, as getting it wrong can result in an even higher ***"tax bill"*** and even possible imprisonment for securities fraud.

Furthermore, it is the folly of the fool if you choose to do the following:

- Pay large sums of money up front to groups or business offering a ***"UCC service"***.
- Sign a non-disclosure agreement before paying.
- Trust someone else to carry out your remedy, which you do not understand yourself.

Although you could have a perfected case, this remedy will never be allowed to succeed as it would expose the truth of how the system works, so they will ***never*** let you win.

Summary:

Now you know this, what should you do? Well, you cannot ask anyone this question, this is the paradox of the system, so instead here is a question for you:

"Do you have the right to demand to see the contract that alleges you are obligated to pay?"

COMMON QUESTIONS

There are many similarly asked questions regarding council tax, and unfortunately many reveal their total lack of what is going on, their illiteracy, their lack of legal comprehension and a severe slave mentality.

There are no quick solutions to this problem, it is down to you to learn how to handle this issue.

The following are real questions, pulled at random, from social media.

Each question will have a breakdown of what this type of question reveals about the person asking, and why they have no chance of winning.

This technique of deconstructing questions is used by council employees, debt collectors and solicitors so they can better go after you as you have revealed your weaknesses to them.

1. ***"Is there anyone here who has stopped paying council tax and bills but gets universal credit, plus also has little ones at home?"***
    - ***"Stopped paying council tax"***: this statement shows they believe they have to pay it, but want to stop; however, they have accepted the obligation to pay, so to stop means legal action will be taken against them.
    - ***"Universal credit"***: Not working, no wealth and will lack the ability to afford real legal advice, so an easy target for debt collectors.
    - ***"Little ones"***: Referring to children is an appeal for mercy and shows they have no legal skills at all.
    - Also social services can now get involved and possibly take the children.
    - Appeal for mercy means you have accepted the obligation to pay.

2. ***"Also how do people with little ones at home deal with bailiffs coming etc, not being able to park your car in front of your house, constantly being hunted?"***
    - ***"Little ones"***: An appeal for mercy and shows they have no legal skills at all.
    - ***"Park your car"***: Shows lack of legal knowledge, highlights an asset the debt collectors can go after.
    - ***"Constantly being hunted"***: Their mind set is that of a slave, the position they have taken is as prey.
    - They also lack the legal knowledge to even attempt to stop this.

3. ***"I have received another liability order; shall I ignore it?"***
    - ***"Received liability order"***: Has assumed that the document they received is a genuine liability order.
        - Shows lack of legal understand and the inability to recognise a real liability order.
        - Shows they have not even considered contacting the court to see if it is real.
    - ***"Shall I ignore it?"***: This is a question of decision making meaning the person asking cannot make their own decisions.

- Making the assumption that they have received a real liability order sent by the court and then considering to ignore it shows total incompetents.

4. ***"How are debt collectors able to gain a court order to arrest funds from a bank? How do they get access? How do they find out about this bank?"***
    - ***"Gain a court order"***: Made the assumption that debt collectors obtain real court orders, which are judicial instruments.
    - ***"Arrest funds from a bank"***: Can only be done through a judicial instrument, so if the bank should attempt to do this, you demand to see the judicial instrument.
    - ***"Find out about this bank"***: Your details are with the council and easily shared, although this does breach GDPR.

5. ***"How do I stop a AOE to my benefits?"***
    - ***"Benefits"***: Not working, no wealth and will lack the ability to afford real legal advice, so an easy target for debt collectors.
    - ***"Stop AOE"***: Serve notice on the department who has done this and demand they produce the judicial instrument that allows for the AOE.

6. ***"When you stop paying your council tax does it affect your credit rating, please does anyone know?"***
    - ***"Stop paying your council tax - affect your credit rating"***: Stop paying ***your*** council tax means you have accepted the obligation to pay so the council will attempt to damage your credit rating.
    - If they realise they are not obligated to pay they can correct their credit rating and sue the council for damages.

7. ***"Thought they couldn't touch a vehicle on finance? They've just clamped my van and are refusing to remove it, after trying to force their way into my house!"***
    - ***"Thought they"***: Did not do any research and just followed what they heard on social media.
    - ***"Couldn't touch a vehicle on finance"***: If they had done any research they would already have the answer to their own question.
        - Legally debt collectors cannot take a vehicle on finance as the vehicle belongs to the finance company and not the debtor.
        - Legally they can only take property that has been proven to belong to the debtor.
        - A V5 is not proof of ownership and is stated as such on the document.
        - Registered keeper is not the legal owner.
        - Debt collectors acting criminally can do anything they want.
    - ***"Clamped my van"***: Refusing to remove the clamp without the correct paperwork constitutes an illegal act, whereby you can now sue for damages.
    - ***"Force their way into my house"***: If they did any research they would know this is a criminal act and can now sue for damages.

8. ***"Why is council tax illegal?"***
    - It is not illegal if you accept obligation to pay.
    - Council tax becomes ***"illegal"***, or unlawful, if you challenge the obligation to pay first, and then the council attempt to force you to pay.
    - To imply a contract upon you that does not exist is a tort.
    - To force you to pay without contract is a crime.

9. ***"If Council Tax is illegal, wouldn't a law firm have contested it successfully by now?"***
    - Hiring a lawyer to challenge council tax shows lack of legal understanding, because you have just challenged an obligation that you were never duty bound to satisfy.
    - Lawyers by default will always accept obligation to pay on your behalf, meaning it is now legal; therefore you have already lost.
    - If any lawyer had a conscience and did the right thing they would lose their licence and be out of work, so they just keep quiet.
    - Lawyers make way too much money fighting fake cases on your behalf, and they would be out of business if the council tax scam ended.

10. ***"Does anyone run a business and not pay council tax? Does this also affect your business/personal credit with CCJ's?"***
    - Running a business has nothing to do with council tax.

11. ***"They are taking money out of my wages… can I stop this?"***
    - Serve notice on your boss to provide you with the judicial instrument that allowed for the AOE.
    - If there is no judicial instrument in the form of a liability order, sue your boss for damages.
    - It is the fault of your boss and not the council as your boss decided to act on a deficient instrument.

12. ***"Where can I find proof that the liability order is not legal anymore?"***
    - There is no proof as liability orders are still granted through court.
    - Since 2003 councils have no longer been able to bypass the court and produce a liability order without the signature of a judge.
    - Therefore the council just send ***"Notice of Liability order"***, but can never produce it when challenged.

13. ***"I have a question, can bailiffs call out a locksmith to gain entry to your property?"***
    - This is a question of decision-making meaning if you asked a bailiff this they would decide for you, as you do not know the answer, and say yes.
    - Legally they cannot, nor can they force entry, only the police with a warrant can do this.
    - Criminal bailiffs can do whatever they want.
    - The correct way to ask this is to ask the bailiff directly for them to provide written evidence of their legal right to use a locksmith.

14. ***"How do I not pay council tax when I'm in a council property?"***
    - ***"Not pay council tax"***: This statement means they have already accepted the obligation to pay, so they must pay regardless of the council property.
    - Council tax and council properties are not related.

15. ***"Anyone here work for the council and not pay council tax?"***
    - ***"Not pay council tax"***: This statement means they have already accepted the obligation to pay, so they must pay regardless of who they work for.
    - Council tax and council employment are not related.

16. ***"At what point can any type of bailiff force entry into a home?"***
    - This question shows they have not done any research otherwise they would already know the answer to this.
    - ***"Force entry into a home"***: Shows the mind set of a slave and would allow forced entry.
    - No type of bailiff can force entry into you home, legally or otherwise; only the police with a judicial instrument in the form of a warrant can do this.
    - If there are no police outside your home and only ***"debt collectors"***, they cannot force entry.

17. ***"I've been summons to court for non-payment. Any advice please?"***
    - ***"Summons to court"***: has not taken the time to verify the document to see if it is a real court summons.
        - Has assumed it is a real summons and therefore already lost.
    - ***"Any advice please?"***: looking for an advisor meaning they cannot make their own decisions and when things go wrong will blame the advisor.

18. ***"How long does it take for the council to issue a council tax summons?"***
    - ***"Council tax summons"***: question lacks definition, are they referring to a court summons or an internal council summons for an ADR?
    - ***"How long does it take"***: How long is a piece of string? There are too many variables within a personnel remedy to even comment.
    - Whole question shows lack of any legal knowledge.

19. ***"Can we not set up a petition to stop Council Tax?"***
    - There is no obligation to pay council tax, but by petitioning, everyone who signed has now agreed to pay and has also handed over all their details to the government.
    - Petitions have very little legal clout in the states legal system, and is in fact securitised which makes the state even more money.
    - By petitioning you bring in the thing you petition against, faster.
    - To put your name into form on a petition shows total lack of any legal comprehension making you an easy target for debt collectors.

- Professional who have a disagreement over contract do not petition, they serve notice.

20. ***"Is there anything written in legislation that we can use to prove council tax is a contract?"***
    - This question shows total lack of any legal comprehension and the inability to read.
    - Shows they inability to see a contract when presented with one.
    - Legislation means contract, so the one who asked this question just asked the following:
    - ***"Is there anything written in this contract that we can use to prove council tax is a contract"***

21. ***"Anyone know if it really states in the council tax handbook that we are not obliged to pay?"***
    - Asking this question shows a total lack of how legislation and policy works.
    - It does not state this in the council tax handbook.
    - The question should be as follows:
    - ***"Where does it state in the council tax handbook that I am obligated to pay?"***: It doesn't.

22. ***"Is not paying council tax a crime?"***
    - Asking this question shows they do not know the difference between legal and lawful.
    - For something to be a crime requires a victim.
    - Government only deals in legal, not anything to do with law.
    - The state cannot be the ***"victim"*** and also the prosecutor.
    - You can only go to prison if you agree through consent.
    - You cannot go to prison over a debt, only contempt of court if your consent is given.
    - Someone who believes they have not choice but to pay tax, will also believe they have no choice but to go to prison.
    - However they will never realise that their legal representative signed a memorandum of consent on their behalf, and that is why they are behind bars.

Project Sparta 1 webinar Q&A Summary

Question: ***"If I registered online with the council to pay council tax, does that mean I have entered into a contract or agreement with them?"***

Answer: Registering online with the council and opening an account to pay council tax could be treated as entering into a contractual arrangement.

However, this is a pseudo-contract if full disclosure was not given.

It can be considered by the one who registered that if they believe they registered in error, they have the right and could attempt to terminate the account formally by notice.

Question: ***"If I remove my name from the electoral roll, will that affect my council tax liability or stop the council from pursuing me?"***

Answer: Removing a name from the local electoral roll database does not automatically affect council tax matters.

The electoral roll and council tax systems are separate issues, however the information can be shared between systems, although this could raise GDPR concerns.

Question: ***"Has anyone successfully removed themselves from the electoral roll, and how difficult was the process?"***

Answer: Although removing the name of the Ens Legis from the main governmental database is impossible, removing it from a local council database is permitted.

Note: it is not your name on the register, but the name of the Ens Legis, or ***"surname"***, which is owned by the state.

To remove the name of the Ens Legis from the local electoral roll is done by contacting the relevant council office in writing directly and issuing instruction of removal.

Question: ***"If I have already made council tax payments in the past, can those payments be used as evidence that I accepted liability or agreed to the terms?"***

Answer: Previous payments could potentially be interpreted as acceptance or agreement within contract.

However, when any payments are made to a body corporate, the payee has the right to question, and to see the original underlining contract, as new evidence may suggest payments were made in error.

Once it has been determined that payments were made in error, a request for all payments made to be returned can now be put forward.

Question: ***"When responding to council tax demands, reminders, or enforcement letters, what information should I include and what should I avoid saying?"***

Answer: Although no advice could be given, for obvious legal reasons, it was suggested consideration should be made towards a response that should focus on requesting documentation and evidence relating to the alleged claim, rather than answering any questions or submitting any information.

Any response should be written in legal instrument style, which should remain factual, avoid emotional language, and avoid making statements that could be interpreted as accepting liability.

Question: ***"If I am moving into a new property, what is the best way to handle council tax correspondence and registration without creating unnecessary issues?"***

Answer: It was suggested that a person moving into a property should avoid volunteering unnecessary information and instead wait for correspondence addressed to the occupier before responding.

They should also consider if they are even obligated to contact a council.

It was also emphasised that direct debit payments should not simply be stopped without first considering the current balance and wider situation.

Zeroing the account under a notice of termination is legal proof that all business has been concluded.

Question: ***"If I have an old charging order or liability order connected to council tax, is there any way to challenge or remove it?"***

Answer: Any document including older charging orders can be challenged, particularly where there are concerns about the validity of the underlying liability orders.

The recommendation is to continue requesting evidence and documentation and to pursue the matter through formal correspondence, then small claims court.

Question: ***"Has the overall system become more aggressive and corrupt over time compared with previous years?"***

Answer: Yes, it has become progressively worse over time, particularly as administrative bodies have become increasingly desperate to support a collapsing financial system.

Note: tax does not pay for ***"government services"*** it just pays the interest on the national debt that is owed to the people, who are actually the creditors for the corporate country.

As the national debt becomes ever increasingly unsustainable, the tax burden and therefore interest payments also go up.

However, this has exposed so many cracks within the system that many people are beginning to wake up.

All that is needed is for people to get off their knees, to come together and commit to doing something about it, rather than just complaining in ignorance.

Question: ***"Is one-to-one help or private assistance available for people dealing with complicated council tax disputes?"***

Answer: It was explained that individual support is generally not offered on a private consultancy basis due to time limitations and workload of the Sovereign Project team.

It was further highlighted that we do not know the character of the person we would be working with, who may turn out to be irresponsible and just wants to be told what to do.

This means if things go wrong they will blame the team and not themselves.

It is important to know that no one within the Sovereign Project team will ever tell anyone what to do, nor do we give advice; we only give out information for free to those who appreciate it.

However, the team are working to create more webinars for smaller trusted groups who have the experience and sovereign mindset, and who wish to learn more information to help others.

When these project are ready they shall be announced within the global newsletter.

However, it is about personnel involvement, if individuals want this to happen, then it is up to them to make it happen.

Question: ***"If there is a CCJ or charging order attached to my property relating to council tax, what options do I have to challenge it?"***

Answer: The process would depend on challenging the underlying liability order and examining whether proper procedures were followed and supporting evidence is available.

The remedy is to contact land registry for all the information regarding the party who submitted the application.

This will give you the address and name of the one who submitted the application.

With this information you serve notice giving 30 days for said party to submit to you all the documents that supports their claim.

If the document are lacking, missing or deficient, you sue for damages.

Question: ***"If enforcement agents or bailiffs have mishandled my information, can I take action against them for possible data protection breaches?"***

Answer: This would depend on the circumstances and evidence available, which is why it is important to first serve notice on them when they first send you documentation.

The emphasise is on the importance of documenting all interactions and correspondence, which can be used in your case against them at a later date.

If it is found that they did not have the right paperwork to gain access to your data then you can now sue using GDPR protocols.

Question: ***"Why does my council tax bill show separate charges for the council, police, and fire authorities, and does that affect the validity of the claim to see the contract?"***

Answer: Council tax bills often include a separate itemise list showing allocations of funds issued to the council by central government.

This technique is used to make you assume that the council tax bill is for services rendered, which is not the case.

It is similar to how utility companies create documents that make it appear you are paying for gas and electricity, so you will assume as much, but not realise you are buying debt from a credit broker.

Therefore, this does not change the nature of the overall claim of demanding to see the underlining contract that supports the alleged bill.

Note: if you did not accept contract then any bill or how funding is spent is irrelevant to you as you have no obligation to pay anyway.

Question: ***"If I receive a council tax bill, reminder, or notice for the first time, what is the best initial response I should make?"***

Answer: This type of question is asking what to do, which cannot be answered directly to the person asking it.

However, in general and hypothetically, it was discussed that the first response should be a request for documentation and evidence relating to the alleged claim, without making unnecessary admissions or assumptions.

Project Sparta 2 webinar Q&A Summary

Question: ***"A debt collector is refusing to provide a deed of assignment for an alleged council tax debt. They have ignored all requests and instead sent a Notice of Enforcement saying they will send an enforcement agent. I have also been writing to the council for many months, but they ignore all requests to supply me with a contract."***

Answer: If you are dealing with a third-party interloper, like a debt collector, you do not deal with the council anymore; You only deal with them as they are making the claim and ***"the council"*** is no longer relevant as it has become an ***"alleged client"***.

When a third-party interloper, such as a debt collector, is knocking on your door, sending you letters and making a claim, it is a form of phishing.

They are trying to get you to admit to certain things and for you to assume they have the right to ask, which they do not.

If you admit to ***"the council tax"***, they will take that as an agreement to their claim of debt; this is why it is prudent to not even mention the words ***"council tax"***, and call it an alleged debt.

If the council will no longer respond to your questions, then they are at fault as you are trying to remedy the situation, and after three attempts without a response, you can consider the matter closed and no longer deal with them again.

Moving forward you now just deal with the debt collectors directly and ask them the questions as they must give you the information requested because they are the ones making the claim.

If they do not, then you proceed from there in the form of litigation against them for failing to perform and refusing to supply you with the documentation that supports their alleged claim.

Deed of assignment (DOA)

Note: When using acronyms for the first time you should write it out in full, then put the acronym in brackets. After that you can use the acronym within your notice.

Regarding council tax the ***deed of assignment*** does not actually exist, that is why you ask for it.

This is the same reason you ask for the ***novation agreement***, because that does not exist either.

The reason you ask for these documents, is not because you require them, but to put the debt collector into conflict within their own claim, which shall lead onto a default you can use later.

Remedy:

The following outlines a strategy that involves repeatedly requesting documents from a debt collection agency in relation to an alleged ***"council tax"*** debt.

The underlying legal principle is that the organisation making the claim should be able to provide the documents upon which it relies.

This approach shows that repeated failure to do so can later be relied upon as evidence that the organisation has failed to fulfil its obligations.

Requesting Documents

The strategy begins by requesting documents that are said to support the debt collector's claim, such as:

- A deed of assignment.
- A novation agreement.
- A liability order.
- Any other document that is claimed to give the organisation authority to act.

These requests are made to determine whether the organisation can produce the documents it relies upon.

If the organisation responds by telling you to obtain the documents from ***"the council"*** or another ***"third party"***, this is a diversion tactic as the responsibility rests with the organisation making the claim.

- They are the party contacting you.
- They are making the claim against you.
- They are sending correspondence demanding payment.

Therefore, they should be responsible for supplying you with the documents that supports their claim.

A key part of the strategy is to request the same document on ***three*** separate occasions, within ***three*** separate notices, with ***each*** request clearly identifying the document being sought.

If the requested document is ***not*** supplied after three requests, then the organisation has ***"failed to perform"***.

Note: In this context, ***"perform"*** means providing the documentation, or ***"form"*** that has been requested, or prove your claim ***"per-the-form"***.

Once the repeated failure has been established, the failure can now be treated as a ***refusal*** to ***provide*** the requested documentation.

Note: to get the claimant into a position of ***refusal*** means they have now accepted the ***obligation*** to supply the document, but have now ***failed*** in carrying out their duty to do so.

Once a ***refusal*** has been placed on the record, then existence of the alleged document is now in question.

If the organisation states that it does not possess the requested document, then further questions should include:

- Why do you not have the document?
- On what authority are you acting without it?
- What documents are you relying upon instead?

The objective is to establish exactly what evidence, if any, supports the organisation's claim.

Summary:

- Request the documents that allegedly supports their claim.
- Make the request on three separate occasions if necessary.
- Maintain that the organisation making the claim is responsible for providing the documents.
- Record any failure to provide the requested documentation.
- If no documents are produced after repeated requests, regard that as a refusal to provide them.
- Continue asking questions about the authority under which the organisation is acting if they admit that they do not possess the requested documents.
- Keep detailed records of all correspondence for potential future use in court.

Question: ***"If I have paid a few instalments towards an alleged council tax debt to a debt collector, does that mean I have accepted the contract, and am I now obligated to keep paying?"***

Answer: No, people can make mistakes, and you can make payments in error, which can be corrected and retracted.

Within contract law and basic commerce, everyone has the right to see the underlying contract at any time.

Note: The Twelve Hidden Rules of Commerce are covered within the Advanced Course.

Remedy:

The following outlines an approach that centres on requesting the underlying contract that is said to create an obligation to make payments.

The principle behind the strategy is that anyone making payments to an organisation should be able to request the contract or agreement that establishes the obligation to pay.

If the organisation cannot produce the contract after being given the opportunity to do so, the payer can challenge the basis upon which the payments have been made.

Note: The ***right*** to request the underlying contract is yours if you want it, you do not look it up.

This approach only works with the assertion from the person making payments to any organisation that they have the ***right*** to request the ***underlying contract*** that creates the obligation to pay.

Said right applies regardless of the identity of the organisation receiving the payments, with the purpose of requesting the contract being to establish the legal basis upon which payment is being demanded.

If the organisation responds by stating that it does not possess the underlying contract, this can be interpreted as evidence that ***no contract exists***.

This means that if no contract exists:

- There is no contractual obligation to make payments.
- Previous payments may have been made in error.
- Those payments can be challenged and potentially reclaimed.
- Future payments are no longer required because the contractual basis for the payments has not been established.

Note: to have a legal obligation to pay requires a contract, it is impossible to have a legal obligation to do anything without a contract, as the contract would be the proof of said obligation.

Recovering Payments Made in Error

If it is established that no underlying contract exists, a person has the option to write to the organisation requesting the return of payments that were made under the mistaken belief that an obligation existed.

The payments are characterised as having been made in error because the organisation has been unable to produce the agreement upon which the payment obligation is said to rely.

Note: the right to request the return of the payments depends on whether the organisation contacted you first with an alleged demand to pay.

If they did, then the payments were made in error due to the incorrect information you were supplied inferring you had to pay, meaning you now have the right to recover payments.

Zero the account

Within commerce it is not advisable to simply stopping payments without first following a formal process.

Instead, the recommended approach is to ***"zero the account"***.

This involves challenging the foundation of the account itself rather than merely refusing to continue making payments.

The legal justification is as follows:

- If there is no underlying contract, there is no agreement.
- Without an agreement, there can be no valid account.
- Without an account, there can be no outstanding balance.
- Therefore, the balance should be regarded as zero.

The formal process would begin by sending a notice to request proof of contract and would be written as:

"We hereby serve notice in relation to the monthly payments we have been making to your authority.

It has come to our attention that we do not possess a copy of the underlying contract or agreement that is said to give rise to the obligation to make these payments.

In the interests of clarity and to properly ascertain the legal basis upon which these payments have been requested, we hereby formally request that you provide us with a complete copy of the relevant contract or agreement.

Be advised to treat this correspondence as formal notice and not a complaint, and that said request for the required document be provided within thirty (30) days of the date of this notice."

Summary:

You always have the ability to review and challenge agreements you have entered into:

If a person later discovers that payments have been made under a mistaken understanding of their obligations, they may seek to correct that position by requesting the documents upon which the obligation is said to be based and challenging the validity of the account if those documents cannot be produced.

Question: ***"I received a letter from the council referring to my property, were they write to inform me that an interim charging order has been obtained or an application for a charging ordered has been made, the letter appears vague."***

Answer: Whenever you receive a document that appears vague or elusive, you should serve notice of clarification and get them to make clear their position and supply evidence to support it.

In this case the letter makes reference to an interim charging order in connection with an application, so the following should be asked:

Question: ***"What is an Interim Charging Order?"***

An interim charging order is a temporary document used in place of the official, judicial instrument known as the ***charging order***.

The term ***"interim"*** means ***"temporary"***, indicating that the document is ***not*** the final or official version.

Instead, it is a provisional piece of paper used until the court issues the legitimate, legally binding judicial instrument.

- The official charging order is issued by a judge and is a judicial instrument.
- The interim document is not the final authority, nor does it carry the full legal weight of a judicial order.

Common Misconceptions: There is no such thing as a ***"final charging order"*** issued by a judge, as it would just be called a ***"charging order"***.

When you hear references to an ***"interim"*** document, recognise it as a temporary placeholder, ***not*** the final and enforceable order, whereby you can now exercise your rights:

- You have the right to reject the interim document.

- You have the right to request to see the original judicial instrument, such as the liability order, that legally initiates the process.

Note: It is important to assert your rights and demand proper judicial oversight, as no one else can do this for you.

As detailed within this manual, many documents you receive may originate from a Business Centre engaged in an ***Alternative Dispute Resolution (ADR)*** process, and ***not*** from a court, which means:

- It is not a court proceeding.
- There are no judges involved; instead, decisions are made by ***"legal advisers"*** or ***"administrative personnel"***.
- Documentation may state phrases like ***"a legal adviser has determined"*** or ***"a legal adviser has judged"*** that the interim order is valid and the process may proceed.
- This process is ***"private"*** and ***"administrative"***, ***not*** judicial.

When dealing with a business centre:

- You can object to the process by sending a formal notice to the Business Centre.
- You should demand that the matter be overseen by a judicial officer (a judge).
- Once you object, the Business Centre must halt the ADR process and refer the matter to the courts.

When you contact the official Court you request to see the ***original judicial instrument***, such as the liability order, which is supposed to have initiated the process.

If they cannot produce this document, you have grounds to challenge the process legally, as it was conducted ***without*** proper authority, or your consent.

Summary:

If anyone should make claim that they have any document referred to as ***interim***, then they have told you they do ***not*** have the correct, legal, judicial or official document, and actually hold nothing at all.

COUNCIL TAX OR BILL

One of the clerical errors committed by employees within the council tax department of a local council, is to confuse tax with a bill.

They imply that they send you a bill, and then attempt to treat the alleged bill as ***"private debt"*** for services rendered.

This will involve sending ***"reminders"*** and then ***threats*** to alleged debtors if they do not pay the bill for services rendered.

However, as these documents, which are alleged to be bills and are sent out to all dwellings across the UK are deficient, when questioned the council are unable to answer.

You should query the document and ask if they are making a ***direct demand*** for payment, and if so they must produce the ***legal demand notice***.

Note: a legal demand notice must be supported with proof of contract and of services delivered as a bare minimum.

The legal reality that employees at the council office are either unaware of, or do not wish to tell you is as follows:

"Council tax" is a ***statutory tax*** and ***not*** based on a contractual service provided by the council.

This means because it is a ***tax*** based on ***statute*** code, the council does ***not*** have a contract with you, meaning they ***cannot*** simply bill you.

Although the council can exercise a power granted by parliament, they must follow the strict instructions as per statute, and follow the guidance of their ***Valuation Office Agency's Council Tax Manual***, which they currently are not.

Council employees are mandated to comply with a statutory trigger within regulation 9 of the Council Tax Regulations act 1992.

The Council Tax Administration and Enforcement Regulations 1992, Part 5, Regulation 9, paragraph 1

Service of demand notices

> 19.— (1) The demand notice is to be served on or as soon as practicable after the day the billing authority first sets an amount of council tax for the relevant year for the category of dwellings which includes the chargeable dwelling to which the notice relates.

Link: https://www.legislation.gov.uk/uksi/1992/613/regulation/19

Without the ***demand notice*** and ***statutory Instrument***, a court cannot issue a ***liability order***, and without a liability order ***no*** debt can be collected.

This means any and all attempts by third party interlopers, such as debtor collectors and solicitors, to claim a debt is owed, or to act upon the assumption there is a debt, is unfounded and can be challenged.

Note: debt collectors who are not FCA registered may make claims that they are collecting ***"non-regulated debt"*** or ***"private debt"*** on behalf of a ***"local authority"*** which conflicts with council tax being a ***"statutory tax"***.

Furthermore, if any challenge to these alleged agents for proof of debt should go as unproven or even ignored, then all further action carried out by them is now both unlawful and illegal, allowing for a counter claim.

No contract

Council employees are sending out documents to people claiming they do not have or need a contract to send you a bill.

Although on the surface this appears to be true, it is not nor does it have any lawful or legal basis.

What they are doing, either mistakenly or deliberately, is conflating two different issues in an attempt to muddy the water.

It is factually true that the council has no contract with you, however there must be an underlining contract to be able to produce a bill.

This leaves only two possible positions the council hold:

1. They do not have a contract with you, and therefore have no right to even contact you, regardless of any alleged bill.
2. They are acting as agents for the principal, who must have the underlining contract that supports the bill.

Statutory Tax

Council offices submit documentation that makes a claim the council tax is a statutory tax and therefore a contract is not required to carry out enforcement.

This statement is also factually untrue and legally incorrect, with said statement being legally incoherent and an oxymoron.

Everything written within the legal system is contract based, which means a contract is required to enforce the policy within it.

Somone cannot make a claim that there is no contract and yet they are attempting to enforce a contract.

Statute codes are no different and require a trigger to become active, before a claim ***pursuant to statute*** can be made.

Therefore, there has to be a cause that activates the statute, which would be an agreed upon contract.

Summary:

Either the council is sending a ***bill*** to a ***customer*** for ***services rendered***, or is acting as an ***agent*** for ***parliament*** and is collecting a ***statutory tax***.

The council will have to make their position clear and then supply you with all relevant, ***legal*** and ***juridical*** documentation to support their claim, otherwise their claim is unfounded.

HMRC and FCA

Facts:

1. HMRC is the sole statutory authority for collecting statutory tax.
2. Council Tax is a statutory tax.

Note: tax must be authorised by a specific statute to be valid, and if a tax cannot be traced to a specific statute or legislative act, it is invalid and unenforceable.

Regulated Activity

Taxation is not currently a fully regulated activity in the United Kingdom in the same way as legal or financial services, but it is ***"partially regulated"***.

- Providing a general tax advice service is ***not*** regulated.
- Collection of ***tax debts*** are regulated and supervised by the FCA.

Evoke Statute

The underlying contract that evokes statutes is typically a legally binding agreement, which can be expressed or implied, such as a contract for the sale of goods, a lease, employment agreement, or registration, which falls within the scope of specific legislation.

Note: any assumed or implied ***"contract"*** made against you must be corrected, followed by a demand to see the written agreement.

Statutes are evoked to regulate, enforce, or override terms in these contracts to ensure compliance with government policy within the legal system.

Statutory Tax collection

Third-party debt collection agencies hired by ***HMRC*** are required to be authorised and regulated by the ***Financial Conduct Authority*** (FCA).

All debt collection agencies working on behalf of ***HMRC*** must adhere to strict regulatory standards, which includes holding a valid consumer credit licence from the ***FCA***.

Key Requirements and Qualifications:

- ***FCA Authorisation:*** The agency must be registered on the Financial Services Register.
- ***Approved Status:*** HMRC only works with a specific panel of officially approved debt collection agencies (currently eight) that are vetted to ensure they follow HMRC's procedures.
- ***Trade Body Membership:*** These agencies are often members of professional bodies, such as the ***Credit Services Association*** (CSA).
- ***Data Protection:*** They must comply with the ***Data Protection Act*** (DPA) and ***GDPR*** regulations when handling personal tax information.

Important Limitations of HMRC Debt Collectors:

- ***No Enforcement Powers:*** Unlike bailiffs or court enforcement agents, these debt collection agencies are desk-based and cannot visit homes or workplaces, seize assets, or force entry.
- ***Function:*** Their role is limited to contacting individuals by phone, letter, or text to request payment or arrange a time-to-pay agreement.

If an agency claims to be acting for HMRC, taxpayers can verify their legitimacy by checking the official, approved list on the GOV.UK website.

Link: https://www.gov.uk/government/collections/check-a-list-of-genuine-hmrc-contacts

Note: Councils are ***not*** FCA regulated.

FCA Part 4A Permission

A FCA Part 4A permission is the authorisation from the ***Financial Conduct Authority*** (FCA) under the ***Financial Services and Markets Act 2000*** that a firm needs to legally carry out regulated financial activities in the UK.

This permission is not a one-size-fits-all document; it is tailored to a firm's specific activities, including the types of investments it can handle and any limitations.

To get a Part 4A permission, a firm must apply to the FCA and show it meets the threshold conditions.

Link: https://www.legislation.gov.uk/ukpga/2000/8/part/4A

A third party ***cannot*** claim to have its own ***Part 4A permission*** simply because it is ***acting on behalf*** of an authorised firm.

In the UK, regulatory framework, permissions are entity-specific, which means if a third party makes such a claim without being directly authorised, they risk committing a criminal offence.

With this information the following can now be ascertained:

1. Council tax is a statutory tax regulated by the FCA.
2. Proof that ***affirmation of statute*** is required ***before*** the statute can be used.
3. Councils ***cannot*** act on a statutory tax ***without*** said proof of ***statute ratification***.
4. Councils ***cannot*** send out a ***statutory demand*** without proof of ***statute ratification***.
5. To collect a ***statutory tax*** the body corporate or entity must have ***FCA Part 4A*** permission.
6. Councils are ***not*** FCA regulated.
7. Debt collectors working on behalf of the council are ***not*** FCA regulated.
8. Solicitors attempting ***"court orders"*** are ***not*** FCA regulated and ***cannot*** collect a ***statutory tax***.
9. Debt collectors and solicitors acting as ***"agent" cannot*** gain ***FCA Part 4A*** permission from their client.
10. Debt collectors and solicitors ***not*** authorised by HMRC ***cannot*** collect ***tax debts***.
11. Without proof that the statute was accepted by the alleged debtor, any act of attempting to collect an alleged debt becomes a criminal activity.

Note: ratification means the action of signing or giving formal consent to a treaty, ***contract***, or agreement, making it officially valid.

This means for council tax to apply to you requires your acceptance and signing of a contract to ***ratify*** and ***affirm*** the statute, whereby the debt is now created and can be collected.

No contract needed

AI response to this direct question: ***"if someone says you have to pay them and they do not need a contract, is that a crime?"***

Answer:

Demanding payment for unasked-for services without a contract is not automatically a crime, but it is often illegal, legally unenforceable, or fraudulent behaviour.

If someone performs unsolicited work, like cleaning, repairs, or unwanted services, you are not legally obligated to pay, and coercing payment can constitute extortion or fraud.

Key Considerations:

- ***Unsolicited Services:*** If you did not ask for a service and it was provided, you have no obligation to pay.
- ***Fraud/Extortion:*** If the person uses threats or deception to get money, it may be a criminal matter.
- ***Verbal/Implied Contracts:*** A contract does not have to be written down to be legally binding; it can be implied by actions. However, if there is no agreement at all, they cannot demand payment.
- ***Actionable Advice:*** If you are being threatened for payment for a service you did not request, report the incident to the police or appropriate local authorities.

If this is related to a dispute over services actually provided, it is likely a civil matter rather than a criminal one.

COURT VS BUSINESS CENTRE

Within the United Kingdom Corporation jurisdiction, a court and a business centre serve different purposes and function in distinct ways:

Court:

- A court is a body of adjudication held within a judicial building know as a house, with an official seal, where legal cases are heard and decided by a judge under oath.
- It is part of the administrative judiciary system that handles civil, criminal, family and other official legal matters.
- Examples include Magistrates' Courts, Crown Courts, County Courts and the High Court.
- Its primary role is to administer justice according to UK legislation as written by parliament.
- Official courts are supported by Acts and statutes, and can act upon and make judgement regarding all legislation within the UK.
- Only a court can issue an official court summons, which is supported by a court case number and memorandum of entry.
- Official court case numbers vary slightly depending on the type of court; however, they combine the year, court identifier and a unique serial number, often six-digits.

Business Centre:

- A business centre is a commercial facility that provides office space and support services to businesses within a dispute, usually over payment.
- It offers amenities like meeting rooms, reception services and sometimes virtual office solutions.
- County courts can hire out courtrooms to business centres for alternative dispute resolution (ADR) purposes, but are not legally affiliated with the process in any capacity.
- Arbitration is carried out over contractual disputes, where a neutral third party acts as a judge to resolve such disputes outside of the official court system.
- Voluntary conciliation can also be conducted within a business centre to help disputing parties reach an amicable settlement such as payments due.
- Business centres are not involved in legal proceedings, but support business activities.
- Business centres are not supported by acts and statutes and cannot impose legislation, only offer a service to assist parties that have already agreed to said act and statute.
- Any summons sent are just offers to voluntarily take part in an arbitration or conciliation process and are not part of the UK legal system pursuant to statute.
- Any case or claim number stated is for internal use only and has nothing to do with the UK court system, and usually does not include dates or court identifiers, as no courts are involved.
- The case or claim number supplied usually has less than six-digits.
- There is no corresponding memorandum of entry with any summons or case/claim number.

In summary:

A court is a legal institution for resolving disputes and administering ***"justice"***, while a business centre is a commercial space that provides office facilities for businesses to negotiate over disputes.

BULK BATCH PROCESSING RE: COUNCIL TAX

Prosecuting a group of people together in a single case and court, rather than individually, can raise serious legal and ethical issues because it will violate principles of fairness and justice.

Listed below are some reasons why it is considered unlawful and illegal:

Right to a Fair Trial

Each individual has the right to a fair trial, which includes the right to be tried separately, regardless whether or not their defences or circumstances differ significantly from the ***"group"***.

Ens Legis: a citizen or person has the ***"constitutional right"*** to a fair trial within the administrative court system of the corporate country they operate within. Re: commerce.

Prosecuting multiple people together without proper consideration can compromise this right.

A court can only group people together for the same offence if they were all involved in it together, and not if they committed separate offences that happen to be of the same kind.

Risk of Prejudice

When multiple defendants are tried together, there is a risk that the judge or jury might be prejudiced against one or more defendants, especially if their actions or defences are different.

This can lead to unfair judgments, and violations of legislation regarding discrimination and prejudice.

Differences in Evidence and Defence

Different defendants may have different evidence applicable to them or different defences.

Combining cases can make it difficult, if not impossible, to ensure that each person's individual rights are protected and that they receive a fair trial.

Within commerce, each respondent has the right to see the ***"Case"*** or ***"Bundle"*** of documentation that supports the claimant in respect of their alleged claim.

Placing the respondent within a group would make this impossible, rendering the respondent unable to speak on the matter at hand or the alleged claim, which is clearly legal entrapment.

Not providing the written evidence supporting the alleged claim violates both contract law and commerce, rendering the court at best null and void, and at worst, illegal and unlawful—as law has collapsed.

Curia est documenta; ***"The court is the paperwork"*** and without it there is no court.

Legal Requirements for Joinder

Many legal systems may request that all defendants be joined in a single trial only, if their cases are sufficiently connected.

For example: being part of the same crime or scheme, like a bank robbery.

However, even within this scenario, each respondent has the right to be tried separately.

If their cases are separate, and not part of the same ***"crime"***, then trying them together may violate procedural rules, and create legal conflicts.

Potential for Double Jeopardy

Prosecuting and punishing individuals in a joint trial, when they should have been tried separately, can lead to violations of double jeopardy protections, especially if it results in unfair convictions.

Potential for "double jeopardy" and repeat enforcement in bulk listings in England and Wales

In bulk-listed proceedings (e.g., council tax liability orders, committal applications, and energy rights-of-entry warrant lists), poor case separation and weak record-keeping can create a "repeat jeopardy" problem.

This means the same person may be subjected to multiple applications, repeated hearings, or duplicated enforcement steps for the same underlying debt or alleged default.

Where a matter has already been finally determined (or should have been determined on a properly constituted, case-specific record), re-listing it or pursuing it again risks infringing the core finality protections—***in criminal proceedings, the double-jeopardy principle***, and ***in civil/enforcement contexts, res judicata / issue estoppel and abuse of process***—and can lead to unfair outcomes grounded more in administrative throughput than lawful adjudication.

Criminal (England & Wales)

"Double jeopardy" is the long-standing rule that, once a person has been ***finally acquitted or convicted*** of an offence, they ***cannot be tried again for the same offence*** (traditionally raised by the pleas of ***autrefois acquit*** / ***autrefois convict***).

A key modern ***exception*** is in ***Part 10 of the Criminal Justice Act 2003***, which (for a defined list of very serious ***"qualifying offences"***) allows the ***Court of Appeal*** to ***quash an acquittal and order a retrial*** where there is ***new and compelling evidence*** and it is in the ***interests of justice***; this ***"lifting"*** can only happen ***once per qualifying offence***.

Civil (England & Wales)

Civil proceedings do not usually use the label ***"double jeopardy"***, but the ***equivalent finality principle*** is that parties should not be vexed twice over the same matter: ***res judicata*** (including ***cause of action estoppel*** and ***issue estoppel***) and the ***Henderson v Henderson*** / ***abuse of process***

doctrine can prevent ***re-litigation*** of claims or issues that were, or properly should have been, determined in earlier proceedings.

Procedurally, this is commonly enforced by ***strike-out for abuse of process*** under the CPR.

Due Process Violations

Due process guarantees fairness in legal proceedings—not trying individuals separately when circumstances warrant it can be seen as a denial of due process.

In summary:

Trying multiple defendants together in one case and court, rather than individually, can undermine their legal rights, lead to unfair outcomes and violate established legal procedures, making such practice both unlawful and illegal in many, if not all, jurisdictions.

Legal and Statutory Concerns

- **Violation of the Right to a Fair Trial** (Article 6, European Convention on Human Rights / Human Rights Act 1998):

  The practice of attempting to claim against or prosecute multiple defendants collectively without proper individual notice, examination and opportunity to defend, infringes upon the fundamental right to a fair trial.
- **Breach of the Criminal Procedure Rules 2020** (CPR):

  The CPR mandates that proceedings must be conducted fairly and with respect to individual rights. Conducting trials in a manner that compromises these principles may render such proceedings unlawful under Rule 1.1 and Rule 2.1.
- **Contravention of the Courts Act 2003, Section 55**:

  This Act requires that court proceedings be conducted in accordance with statutes, rules, and principles of justice. Group trials that do not adhere to these provisions may be deemed invalid.
- **Violation of the Police and Criminal Evidence Act 1984 (PACE) and related statutes**:

  These Acts stipulate that evidence and proceedings must be individualised and that procedural fairness be maintained throughout.
- **Potential Breach of the Legal Aid, Sentencing and Punishment of Offenders Act 2012 (LASPO)**:

  Composite or group trials may deny defendants access to proper legal representation and procedural safeguards, potentially violating their statutory rights.
- **Breach of the Equality Act 2010**:

  Group proceedings that treat individuals differently without justification may constitute discrimination.

Body of Notice:

NOTICE OF ILLEGAL COURT PROCEEDINGS AND POTENTIAL VIOLATION OF STATUTES

To claimant

It has come to our attention that certain individuals and entities within the United Kingdom court system have engaged in the practice of trying individuals in court via group or bulk listings, rather than individual proceedings.

Such practices are highly irregular and may constitute violations of established legal standards and statutory requirements.

Legal Concerns

Violation of the Right to a Fair Trial:

The practice of grouping multiple defendants or cases into a single trial without proper individual assessment may infringe upon the right to a fair trial as protected under English common law principles and the Human Rights Act 1998, specifically Article 6 of the European Convention on Human Rights.

Link: https://www.legislation.gov.uk/ukpga/1998/42/schedule/1/part/I/chapter/5

Breach of the Criminal Procedure Rules

The Criminal Procedure Rules (CPR) and related statutes stipulate that trials must be conducted fairly, with individual notice and opportunity to defend oneself.

Potential Contravention of the Courts Act 2003:

Link: https://www.legislation.gov.uk/ukpga/2003/39/contents

Procedures must comply with statutory requirements for court proceedings; any deviation may be unlawful.

Violation of the Legal Aid, Sentencing and Punishment of Offenders Act 2012 (LASPO):

Link: https://www.legislation.gov.uk/ukpga/2012/10/contents

When legal representation or proper notice is compromised, proceedings may be deemed invalid.

Legal Recourse

Individuals affected by such illegal proceedings have the right to seek legal counsel and consider initiating litigation to challenge the validity of these processes.

Such actions may include, but are not limited to, applications to quash the proceedings or seek damages for violations of procedural rights.

This notice serves as a formal warning to all parties involved that such practices are subject to review, investigation and potential legal action for breaches of statutory duties and rights.

RE: council tax

The local government finance Act 1992 evidences no mandatory obligation to make payments towards the council.

The council is under legal obligation to prove that the individual is under an obligation to comply with the legislation.

ADR CORRECTION PROCESS

Business Centre Process

Business centres are not part of the official court system and only offer an arbitration, conciliation and dispute resolution process service. They are not at fault.

Although this is a voluntary mediation service, any application put forward must still be backed by official court documentation that has been signed by a judge.

Therefore, if someone is attempting to bypass the courts in an attempt to mislead you by using this service, then they have submitted a fraudulent application.

The following is a legal strategy to counter a process initiated within a business centre that attempts to simulate or mimic formal legal proceedings, without the involvement of an official court.

The outcomes of this process are as follows:

- Have the application rejected.
- Obtain evidence for your counter claim.
- Sue for damages.

Step 1

Create documented evidence that establishes the nature and legitimacy of the process.

Note: this shall be used at a later date and submitted as your bundle with your counterclaim.

Clarify the non-judicial nature:

Highlight that the process initiated within the business centre is purely a commercial or voluntary dispute resolution mechanism, such as arbitration or conciliation, and is not an official court proceeding.

Distinguish from legal proceedings: highlight that any summons, case numbers, or case references used by the business centre are internal, non-legislative identifiers and do not have legal standing within the UK judicial system.

Step 2

Assert the Lack of Legal Authority

Refute enforceability:

Question the processes or agreements conducted within the business centre, as they appear to not be legally binding judgments enforceable by law, unless formalised by an official court order.

For example: Ask for the following official court documents:

- Warrants
- Court orders
- Liability orders
- Memorandum of entry

Identify the absence of statutory backing: point out that the business centre's procedures are not supported by Acts or statutes and do not have the power to impose legal obligations or sanctions.

Official courts within the courts of appeal operating within the United Kingdom corporate jurisdiction are supported by a statute; business centres are not, and therefore carry no authority.

Note: you question the statutory support for the business centre first, and when said evidence is not supplied you can now build your case for a counterclaim.

Step 3

Protect Your Legal Rights

Reject voluntary processes that overstep boundaries:

Note: your rights are yours to take, if you want them.

Question whether participation is voluntary and whether the business centre's processes are not a substitute for, nor do they replace, formal legal proceedings involving courts.

Limit engagement: avoid engaging or complying with any summons or notices unless they are issued by an official court with a valid court case number.

Note: do not ignore said documents, just question their legitimacy, but do not engage.

Step 4

Document and Communicate

Note: although written documents are preferred, work with the business centre and use their preferred method of communication.

Maintain records:

Throughout the process, keep detailed records of all communications, notices and documents received from the business centre, and the third party who submitted the application.

Issue formal rebuttals: send a written statement clarifying that you do not recognise the process as legally binding and that any attempt to enforce or act upon internal case numbers or summons will not be acknowledged as a legal action.

Note: statements should only be sent once you have attained the evidence to support it.

Submit the correct forms to the business centre to have the application revoked, and once confirmation has been received, begin a counterclaim upon the third party who submitted the application.

If appropriate, inform clients, partners, employers or other parties that the dispute process within the business centre is not a formal legal proceeding and does not affect your legal rights.

For example: Attachment of Earnings with your employer.

Note: if your employer should act upon a deficient instrument, they are liable to pay you damages.

Summary

Your counter-strategy hinges on establishing that the process initiated within the business centre is voluntary, internal and non-legally binding.

Focus on the distinction between official UK courts and the business centre's dispute resolution processes, and gather documentation to reinforce your position and prepare for any escalation.

Notice body Template:

Subject: Clarification Regarding Dispute Resolution Process

To: [Third party applicant]

We hereby serve notice to formally address the recent communication and procedures initiated within [Business Centre Name] concerning [brief description of dispute or issue].

After a thorough investigation detailing your response to questions put to you, and as per the information provided within relevant UK law, the procedures conducted and offered within [business centre name] are purely a voluntary dispute resolution mechanism, such as arbitration or conciliation, and are therefore not part of, nor supported by, any Acts or statutes.

You are hereby advised that we have not requested or accepted such dispute resolution process and therefore we do not recognise any process, summons, or case/claim number issued by [business centre name] as having any legal standing within the United Kingdom judicial system.

Furthermore, internal case or claim references used by [business centre name] are for internal identification only and do not constitute official court case numbers or legal notices.

You should also be made aware that no official court documents, as listed below, can be found within the legal system.

1. Case number
2. Liability order
3. Court order
4. Warrant
5. Memorandum of entry

Any attempt to interpret or enforce documents or processes as submitted by [Business centre name] as binding legal actions is not recognised and has no effect regarding our legal rights or obligations, and therefore shall result in a counterclaim being made against you for damages.

We will only engage in official claims that are conducted under the authority of a formal court order issued by an appropriate UK court, supported by statute code, whereby you shall be required to support evidence of your claim before any discussion regarding obligation shall be considered.

Therefore, you are hereby instructed to cease any actions or communications that imply the existence of a legal process or to seek to impose obligations outside the framework of UK law.

Failure to do so shall compel us to begin litigation against you and consider appropriate measures to resolve this matter.

Appendix:

Statutory Demand

- ***Demand:*** a Bill once contract has been completed.
- ***Statutory:*** a mandated duty created through an original contract.

Meaning: the term ***"statutory demand"*** is referring to a bill that has been created due to one side of a previous agreed upon contract, which has now been fulfilled, creating the ***statutory obligation*** to pay.

Within legislation, it means a ***"demand"*** created through a statute code.

Therefore, you need to know which statute code to determine your alleged position, then you can ascertain the cause of the demand.

In others words, a demand is created through contract, requiring position to be known and accepted.

However, the cause is often assumed and not confirmed, resulting in someone arguing a position they were not even obligated to take.

Interim court order

- ***Court order:*** official document issued by a court and signed by a judge.
- ***Interim:*** provisional and temporary arrangement until something permanent is established.

Meaning: any legal document or financial instrument that is referred to as ***"interim"*** means that a temporary stand-in is being used until the original legal document is found or produced.

LIABILITY ORDER

Council tax operates within a system of commerce that utilises the legal system within the United Kingdom corporation, and for due process to legally proceed documents must be in place.

The following information will detail one document, which is critical within the process, and why you want to see it.

A Liability Order is a legal document used primarily by corporate agencies such as local councils or tax agencies to recover unpaid debts, such as council tax, business rates, or other municipal charges.

Note: people can also use liability orders through the small claims court, against corporate agencies, including councils regarding unfounded claims made upon them.

It is an important legal step in the ***debt recovery process*** within the ***court process*** to ensure ***legal due process*** is carried out correctly.

Without this document any attempt to collect an alleged debt would be both illegal and unlawful, allowing the victim of such fraud to carryout a counter claim for damages.

How a Liability Order is Created:

1. ***Debt Assessment:*** The process begins when a debtor, which can be an individual or business, has been proven to have failed to pay a debt to the creditor by a specified deadline.
2. ***Notification:*** Following due process the debtor is sent reminders, notices, or warnings about the unpaid amount.
3. ***Application for a Liability Order:*** If the debt remains unpaid, the creditor applies to the relevant court or tribunal to obtain a Liability Order.
4. ***Court Hearing:*** A court hearing is scheduled where the creditor presents evidence of the debt. The debtor can also attend and present their case.
5. ***Issuance of the Liability Order:*** If the judge is satisfied that the debt exists and all legal procedures have been followed, the court issues the Liability Order, which formally confirms the debtor's liability.

Uses of a Liability Order:

The liability order is the key document that allows for the legal due process and ***enforcement*** to continue, and is the foundational document for the following:

- To formally establish the debtor's obligation to pay the debt.
- To enable enforcement actions such as attachment of earnings, liens on property's, bank arrestment's, or other collection methods.
- To serve as a legal basis for further action in recovering the debt.

Key Information That Should Be on a Liability Order:

- ***Court Details:*** Name and jurisdiction of the court issuing the order.
- ***Case Number:*** Unique identifier for the case.

- ***Debtor's Details:*** Name, address, and sometimes other identifiers like date of birth or company registration number.
- ***Creditor Details:*** Name and contact information of the person or organisation claiming the debt.
- ***Amount Owed:*** Clear statement of the total debt, including the principal sum, interest, and any applicable penalties.
- ***Description of the Debt:*** Explanation of what the debt relates to i.e. council tax for a specific period.
- ***Date of the Order:*** When the order was issued.
- ***Legal Authority:*** Reference to the law or regulation under which the order is issued.
- ***Instructions for Enforcement:*** Details on how the debtor must settle the debt or the next steps for enforcement.
- ***Notice of Rights:*** Information about the debtor's right to appeal or dispute the order within a certain period.

Having these elements ensures the ***Liability Order*** is ***legally enforceable*** and can be used to take further legal action if necessary.

Not only is it your right to have a copy of the liability order, but it is an essential part of the legal process to ensure that you have all the relevant information pertaining to the claim made against you.

If you do not have in your possession a certified copy of the liability order, you will be unable to ascertain your position in the matter and therefore act accordingly.

In other words, due process has been broken, and the case collapses.

Official legal precedent:

Lord Widgery made a statement in regards to granting court orders, which include:

- Summons
- Warrants
- Liability orders

Re: ***Judicial*** vs ***Administrative*** Duty:

In the case Regina v Brentford Justices, ex parte Catlin [1975] QB 455, Lord Widgery made it clear that a ***Justice of the Peace*** must ***"apply his/her mind"*** to the decision to issue a court order.

This establishes that issuing a warrant, summons or liability order is a ***judicial act***, and ***not administrative***, requiring a ***Justice of the Peace*** to actively apply their mind to the case.

Lord Widgery Chief Justice emphasised this duty to avoid dereliction.

The case highlights that a ***Justice of the Peace*** must ensure valid, informed decisions rather than ***"rubber-stamping"*** requests within ***administration***.

He ruled that this determination is a ***judicial process***, and failing to apply one's mind to it would constitute a dereliction of duty.

Questions that can be asked:

1. Evidence of any law, lawful precedent and/or legislation which states explicitly that an individual who is ***not*** a ***Justice of the Peace*** may approve the issue of a summons to the Magistrates' Court, in relation to a civil matter, through an ***administrative*** process.
2. Evidence of any law, lawful precedent and/or legislation which states explicitly that ***no judicial process*** is required by an individual who is ***not*** a ***Justice of the Peace*** when issuing a summons in relation to a civil matter.

Unauthorised Filing of Liability Order Applications

The act of issuing or filing liability order applications with the Magistrates' Court constitutes the conduct of litigation, a ***reserved legal activity*** as stipulated within sections 12–14 and Schedule 2 of the Legal Services Act 2007.

Legal services act 2007, section 12, paragraph (1)

12 Meaning of "reserved legal activity" and "legal activity"

(1) In this Act "reserved legal activity" means—
- (a) the exercise of a right of audience;
- (b) the conduct of litigation;
- ***(c) reserved instrument activities;***
- (d) probate activities;
- (e) notarial activities;
- (f) the administration of oaths.

Link: https://www.legislation.gov.uk/ukpga/2007/29/section/12

Legal services act 2007, section 14, paragraph (1)

14 Offence to carry on a ***reserved legal activity*** if not entitled

(1) It is an offence for a person to carry on an activity ("the relevant activity") which is a ***reserved legal activity*** unless that person is entitled to carry on the relevant activity.

Link: https://www.legislation.gov.uk/ukpga/2007/29/section/14

Legal services act 2007, schedule 2, paragraph (5)

5 (1) "Reserved instrument activities" means—
- (a) preparing any instrument of transfer or charge for the purposes of the Land Registration Act 2002 (c. 9);
- (b) making an application or lodging a document for registration under that Act;
- (c) preparing any other instrument relating to real or personal estate for the purposes of the law of England and Wales or ***instrument relating to court proceedings in England and Wales***.

Link: https://www.legislation.gov.uk/ukpga/2007/29/schedule/2

Only an authorised person as defined by section 18 of that Act—such as a solicitor holding a current practising certificate—may personally perform such acts.

Legal services act 2007, section 18, paragraph (1)

18 Authorised persons

(1) For the purposes of this Act "authorised person", in relation to an activity ("the relevant activity") which is a reserved legal activity, means —
  (a) a person who is authorised to carry on the relevant activity by a relevant approved regulator in relation to the relevant activity (other than by virtue of a licence under Part 5), or
  (b) a licensable body which, by virtue of such a licence, is authorised to carry on the relevant activity by a licensing authority in relation to the reserved legal activity.

Link: https://www.legislation.gov.uk/ukpga/2007/29/section/18

Supervision by an authorised person does not confer legality upon an unauthorised act; the statute prohibits delegation of the reserved function itself.

Case law

As confirmed in Mazur & Anor v Charles Russell Speechlys LLP [2025] EWHC 2341 (KB), the physical or procedural filing of proceedings is inseparable from the conduct of litigation and cannot lawfully be undertaken, even under supervision, by an unqualified individual.

Accordingly, if any officer, employee or contractor of a local authority filed or caused to be filed a liability order documentation without being individually authorised by the Solicitors Regulation Authority, that act would be contrary to statute and render the process procedurally defective.

When presented with any claim that a lability order exists, you required said document to not only verify its authenticity, but you also require the name of the person who filed it.

The following request should be as follows:

The name and title of the one who filed the summons and liability order application.

Furthermore, I require immediate confirmation of:

1) Their qualifications and authorisation status.
2) Are they a solicitor holding a current practising certificate?
3) Are they a fellow of the Chartered Institute of Legal Executives with litigation rights?
4) Were they otherwise authorised under the Legal Services Act 2007 to conduct litigation?

If they were not authorised I require the following information:

1) The legal basis on which she was permitted to issue the summons and conduct the application.
2) The Council's policy on compliance with the Legal Services Act 2007.

DEBT COLLECTOR VISIT

When dealing with a debt collector, they often make threats that they will attend your premises and seize goods.

If the debt collector does ***not*** have the correct paperwork to support their claim of debt, then all documentation they send you is now considered ***malicious*** and any visit ***trespass***.

However, within legislation they have the legal right to ***assume*** that their client has the correct documentation, ***unless otherwise challenged***.

This means it is an extremely prudent move to immediately conduct a ***debt validation process*** when you first receive any letter in the post alleging a debt is due.

Upon your ***third*** notice, if the debt collector fails to perform or refuses to supply you with all the documentation you have requested, then their ***legal right*** of access is now in question.

You can now revoke their ***perceived*** and ***implied*** right of access, resulting in any attempt to call at your address being considered ***trespass*** with damages now due.

However, some debt collectors will try and appeal that ***"the council"*** gave them the right to call at your address, which is fundamental and legally ***incorrect***.

Paragraph 26 of Schedule 12 to the Tribunals, Courts and Enforcement Act 2007 stipulates that any enforcement agent must supply proof of their identity and authority to enter the premises.

Paragraph 26(1)(b) requires an enforcement agent, upon request, to show:

A. evidence of identity, and
B. evidence of authority to enter the premises.

This is not the same as ***"authority to act on behalf of the council"***; these two concepts are legally distinct.

The only document that can give authority to enter the premisses must come from a court of law supported by statute, which does not include any council tax office.

The following page is a template notice that can be used if debt collectors have failed to supply you with any proof of debt and are attempting to enter your premises because ***"the council said so"***.

Paragraph 66 of Schedule 12 to the Tribunals, Courts and Enforcement Act 2007:

66 (1) This paragraph applies where an enforcement agent—

a) breaches a provision of this Schedule, or
b) acts under an enforcement power under a writ, warrant, liability order or other instrument that is defective.

(2) The breach or defect does not make the enforcement agent, or a person he is acting for, a trespasser.

(3) But the debtor may bring proceedings under this paragraph.

(5) In the proceedings the court may—

a) order goods to be returned to the debtor;
b) order the enforcement agent or a related party to pay damages in respect of loss suffered by the debtor as a result of the breach or of anything done under the defective instrument.

Note: breach or defect does not make the enforcement agent, or a person he is acting for, a trespasser, unless a request for the judicial document was done prior to the visit.

If the debt collocutor chose to ignore the lack of a judicial document before the visit, then this proves intent to trespass.

BAILIFF AT DOOR

Within the United Kingdom Corporation Jurisdiction, debt enforcement agents, court-appointed bailiffs and enforcement officers are regulated by legislation to ensure they act fairly and within legal boundaries.

These agents are only authorised to collect certain debts depending on ***registration***, ***licensing***, ***certification*** and ***authorisation*** by the relevant authority that regulates said debt type.

In general, their regulation is primarily governed by the ***Tribunal, Courts and Enforcement Act 2007*** (TCEA 2007) and associated regulations, along with the ***Taking Control of Goods Regulations 2013*** and the ***Financial Conduct Authority*** (FCA).

Key Points Enforcement Agents are obligated to undertake in the UK:

Information they must bring and, upon your request, produce:

1. ***Enforcement Authority Documentation:***

- Enforcement agents must carry evidence of their authority.
- Judicial instrument such as a liability order, warrant, or other order issued by the court must be given to you.
- A warrant card and identity card issued by their organisation.
- Certification proving authority to collect the debt.
- Licence proving permission to collect the debt.

2. ***Notification of Debtor's Rights:***
    - They must provide information about the alleged debtor's rights (Ens Legis).
    - An order of enforcement from a court, explaining the debt and how to appeal the judgement must be given to you.
    - Full details on who the creditor is and how to contact them.
    - A full breakdown of the exact amount owed.
    - All documentation requested by the alleged debtor before the visit.

Note: ***"debtors rights"*** are contractual rights between ***the state*** and the ***Ens Legis*** operating in commerce, and ***not*** rights of the ***"living breathing"*** man or woman.

It is the ***Ens Legis*** (all caps name) that is the ***debtor***, and ***not*** the ***"living breathing"*** man or woman.

Your rights and that of the ***Ens Legis*** should ***not*** be conflated, as they are different: your rights are yours, if you want them, and are ***not*** found within the legal system.

Note: before calling, the agent must inform the alleged debtor about their rights and request a reasonable time before enforcement actions are taken.

What Enforcement Agents Are Allowed to Do

1. ***Visit the Debtor's Premises:***
    - Seize goods to settle debts, provided they follow all legal procedures.
    - Comply with all requests from the debtor for documentation.
    - Have documented evidence of their right to claim the alleged debt.
    - Be directly authorised by the right governmental agency to collect the debt.

- Have the correct judicial instrument that supports their claim and actions.

2. ***Visiting time:***
    - Debt collectors and enforcement agents are generally permitted to visit a debtor's home between 6:00 am and 9:00 pm.
    - Visits are typically allowed on any day, including weekends and public holidays, within the permitted hours.
    - While there are no restrictions on visiting homes on Sundays or bank holidays, enforcement agents are advised to exercise discretion and avoid causing undue disturbance.

3. ***Request Payment or Arrange Payment Plans:***
    - They can discuss options for settling the debt.

4. ***Take Control of Goods:***
    - Under the ***Taking Control of Goods Regulations 2013***, agents can seize goods to be sold to recover the debt, however they must follow strict rules.

5. ***Enter Business Premises (if permitted):***
    - Under certain conditions, such as if authorised by the court through a judicial instrument or if the premises are open to the public.
    - If a judicial instrument issued by the court allows for entering the premises, then a police presence is also required.

6. ***Use Reasonable Force:***
    - Only when necessary and legally authorised by a judge, however said action would be undertaken by police officers and ***not*** enforcement agents themselves.

What Enforcement Agents Are Not Allowed to Do

1. ***Enter Residential Premises Without Permission:***
    - They cannot forcibly enter a home or business premises unless they have the debtor's consent or a warrant with the assistance of the police.

2. ***Use Violence or Threats:***
    - Under the ***Criminal Law Act 1977***, violence or threats are prohibited.

3. ***Harass or Coerce Debtors:***
    - They must not intimidate, harass, or use aggressive behaviour.

4. ***Ignore Debt Disputes:***
    - They cannot ignore disputes or evidence that the debt has been paid, is incorrect, or a counterclaim has been made with the court.

5. ***Seize Essential Items:***
    - They cannot seize items necessary for basic living needs such as clothing, beds, or essential household items.

6. ***Visits at Prohibited times:***
    - Visits before 6:00 am or after 9:00 pm are not permitted under UK legislation.

When they call

Enforcement agents in the UK must carry proper identification and documentation that allows them to act within the scope of legislation and respect debtor rights.

They are only allowed to seize goods if they have the correct paperwork and they must follow strict procedures. They are prohibited from entering homes forcibly, using violence, or harassing debtors.

When they call, you are under no obligation to open your door or engage with them, however it may be beneficial to engage if you know what to say.

If you choose to engage, go with caution and consider the following:

1. ***Do not let them in:*** you are not required to let them into your home.
2. ***Ask for proof of ID:*** you can ask them to put the ID through the letterbox or show it at a window.
3. ***Verify their identity:*** if they cannot—or refuse to—prove their identity you can terminate the conversation.
4. ***Tell them to leave:*** if they cannot prove who they are, you can tell them to leave.

The following is a general script that you can use with all enforcement agents who call at your home.

Note: a professional court-appointed officer with the correct paperwork will have no problem with you asking these questions—a scammer will object to answering for obvious reasons.

The person you are directing the questions at may try and evade answering, therefore you must ask each question a minimum of three times.

If they still do not answer, state on your recording that they have ***refused*** to answer.

You are not obligated to answer any of ***their*** questions.

Script:

1. **Statement:** ***this conversation is being recorded whereby your answers shall be reviewed by my legal team.***
    - It is always advisable to record any encounter before you start your questions.
    - The answers given shall be used to construct your counterclaim at a later date.

2. ***Who are you?***
    - Never assume the identity of anyone, even if they are wearing a uniform.

3. ***Are you formally identifying yourself as an enforcement officer?***
    - You must get them on the record making a formal claim that they are an enforcement officer or agent.

4. ***What kind of enforcement agent are you?***
    - Depending on what type of agent they are determines the following:
        - The authority they are acting under.
        - What licensing they require.
        - What certification they need.
        - What regulations they must follow.
        - The type of debt they are allowed to collect.

    - The limitations of the actions they can take.

5. ***Do you have proof in the form of an ID card displaying your full name?***
    - An ID card does ***not*** automatically mean they have authority from the court.
    - ID cards can be private and issued by the company the agent is working for, and therefore has ***no official authority*** to act.
    - If the ID does ***not*** have a full name, or it is just a number, it has ***not*** been issued by a court and therefore has ***no legal standing***.
    - ID cards are issued to civilians and employees for general identification only.
    - You have the right to physically inspect any identity card presented.
    - You have the right to record the information from any identity card presented.

6. ***Do you have a Warrant Card or Certification?***
    - A warrant card serves as ***official identification***, proof of their granted authority and status.
    - A warrant card proves court authority and is issued to court agents such as the police, court-appointed bailiffs and judicial officers.
    - Some agents are certified by their employing organisation, which is a ***certificated*** enforcement agency authorised by the ***Ministry of Justice***.
    - If they do ***not*** have a warrant card or certification, they do ***not*** represent a court or governmental agency.
    - A warrant card or certification is required confirming their authority to enforce court orders.

7. ***Are you a certified enforcement agent registered with the Ministry of Justice?***
    - If they say no:
        - You now know their powers are extremely limited.
        - It is also extremely unlikely they have genuine judicial instruments with them.
        - It is highly probable they have no connection with any court.
    - If they say yes:
        - Inform them that you wish to pause your questioning while you check with the government website.
        - If they are working for the court, they will have no problem with this as it is standard protocol.
        - See ***Relevant Acts and Statutes*** below for the link.

8. ***Which company do you work for?***
    - If they are appointed by a court, then the name of the court will be given.
    - If the name of a private business is given, then this information confirms they do not work for a court.
    - You require the company's full details for the record, such as address and phone number.

9. ***Did your company purchase the alleged debt?***
    - If they purchased the debt they will need to show you proof.
    - If they purchased the debt but ***not*** the right to claim, they have effectively paid off the debt for you because they have ***no right to claim***.
    - They ***cannot*** purchase the debt without either a novation agreement or deed of assignment.
    - If they did ***not*** purchase the debt, then they have limited authority:

    - They require official documentation to be able to act as an agent.
    - They have no right to claim and cannot make a direct demand for payment.

10. ***Are you making a direct demand for payment?***
    - A demand means a bill that is payable immediately upon presentation.
    - A direct demand for payment requires supporting legal documentation to be valid, namely proof of order, a contract and invoice.
    - Only the ***creditor*** or ***authorised agent*** can make a direct demand for payment.

11. ***Do you have FCA Part 4A Permission?***
    - If they say yes, then they are regulated by the FCA and must follow their protocols.
    - If they say no, then they have no authority to claim most debts, such as:
        - Credit and store card debt.
        - Personal loans.
        - Overdrafts.
        - Hire purchase and motor finance.
        - Statutory tax debt.
    - If they say no, then it is most likely they can only collect private debt.
    - If they say no, they do ***not*** represent HMRC or the CSA.

12. ***Have you brought evidence of your licence?***
    - Most types of debt collection require a licence, such as Statutory tax debt.
    - If they do not have a license, they are limited to only collecting ***private debt***.

13. ***Is the alleged debt enforceable within FCA rules?***
    - If the debt is enforceable within FCA rules then the agent will need ***FCA Part 4A Permission*** to collect.
    - If the debt collector states that the alleged debt is ***not*** enforceable within FCA rules, but it is later found to be enforceable, the agent has carried out an illegal act.

14. ***Are you a member of the CSA?***
    - The CSA requires members to comply with statutory legislation and adhere to its Code of Practice on authorised debt collection.
    - If the agent states they are a member, they have revealed that they are bound by the CSA's rules and protocols.
    - If the agent states they are not, their ability to collect debt is limited to ***private debt*** only.

15. ***Is the alleged debt regulated by the CSA?***
    - If the debt is regulated by the CSA and the agent is ***not*** a member of the CSA, they have ***no authority*** to collect.
    - If the debt collector states that the alleged debt is not regulated by the CSA, but is later found to be so, the agent has carried out an illegal act.

16. ***Are you authorised by HMRC to collect tax debts?***
    - If the agent states they are not, they ***cannot*** collect any form of tax debt.
    - If they are found to be attempting to collect a tax debt without authorisation by HMRC, they are committing a criminal act.

17. ***Are you only able to collect private debt?***

- If they say yes, they have admitted their lack of authority, limitations and ability to collect.
- If they say no, they must provide written evidence, such as a licence or certification, to be able to collect other forms of debt.

18. ***Are you making the claim that the alleged debt is private and for service rendered?***
    - Private debt must be supported and governed by a contract whereby consideration is agreed upon.
    - When claiming private debt, proof of contract and evidence of service supplied must be produced to support any claim of the alleged debt.
    - If the agent makes a claim of a private debt, which then turns out to be a tax debt, they have made an illegal claim.

19. ***Do you have the full name and contact details of the principal creditor?***
    - A principal creditor is the primary party to whom a debt is owed and if the agent cannot provide you with this information, it is unlikely that there is one.
    - If there is no principal creditor, then there is no authority for the debt collector to operate.
    - If there is no principal creditor, then it is likely the debt collector has just bought information regarding an alleged debt and is attempting to defraud you.

20. ***Do you have written proof of the original offer of service from the principal creditor, including the name of the offeror and on what date?***
    - If the name of the principal creditor is given, then documented evidence must be supplied to you upon request, which would include the following:
        - Details regarding the original offer made by the principal creditor.
        - Copy of the accepted contract detailing the goods or service and the cost.
        - Proof that the goods or service was provided, usually in the form of an invoice.

    - If the principal creditor has already stated to you that they do not have a contract or do not need one, then the information given by the debt collector may now be incorrect.

21. ***Do you have written proof of acceptance of service from the principal creditor, detailing on what date and by whom?***
    - If the claim of debt is based on private debt for goods or service rendered upon order, then proof of said order must be supplied.

22. ***Do you have the original copy of the contract obligating the alleged debt?***
    - If the debt is private the proof of contract must be supplied upon demand.
    - If the debt is pursuant to statute, then the underlying contract that ratified the statute coded must be supplied upon demand.
    - If they have no contract, then there is no proof of debt.
    - If they make a statement that they do not need a contract, this is legally untrue and can be taken as a threat.

23. ***Do you have a copy of a novation agreement?***
    - A novation agreement authorises the original debtor's obligation to be legally transferred to a new creditor.

- A debt collector acting as agent for the new creditor must have this document to prove they now possess the right to claim.
- If you have already served notice on the debt collection agency requesting said document, you must have it in your possession before any visit.
- Novation agreements must be signed by the debtor allowing transfer of the debt.

24. ***Do you have a copy of a deed of assignment?***
    - A deed of assignment is a legal document that formally transfers debt rights, usually the right to claim, from the creditor to an agent obligated to collect the debt.
    - The equitable title and controlling interest usually stays with the creditor, with only the right to claim being transferred to the debt collector agent.
    - It serves as legal proof that the right to collect the debt has been assigned, which is essential in legal proceedings or negotiations.
    - Once the assignment is in place, the assignee can take legal action or enforce the debt without needing further approval from the original creditor.
    - A deed of assignment can only be created if the original contract allowed for it.
    - If you have already served notice on the debt collection agency requesting said document, you must have it in your possession before any visit.

25. ***Have you brought written proof of a court-issued liability order, signed by a justice of the peace?***
    - If the debt collector makes a claim they hold a liability order, they must provide written evidence of this.
    - If they make claim, they do not need one, this is legally untrue and can be taken as an attempt to defraud.
    - A liability order is a judicial instrument and must be signed by a judge.
    - Images on electronic devices, such as mobile phones and tablets, are ***not*** written proof and could also be in violation of GDPR.
    - If they make claim to this document, and it is later determined they do not have it, then all actions from the moment you requested it are illegal with grounds to sue.

26. ***Do you have the full name of the justice of the peace who authorised the liability order and on what date?***
    - If they make claim to hold a liability order, then they would also know the name of the justice of the peace who signed it and when.
    - If they cannot give you this information then it is extremely unlikely they have a liability order.

27. ***Do you have details of the memorandum of entry that supports the alleged liability order?***
    - A ***Memorandum of Entry*** (MOE) is a legal document used to record the entry of a liability order with the court records.
    - It serves as an official record that a ***liability order*** has been issued against a debtor and that the amount owed has been acknowledged and recognised by the court.
    - If there is ***no*** MOE then there is ***no*** liability order.

28. ***Do you have a case number issued by the court that relates to the alleged liability order that I can verify by calling the court?***
    - A case number serves as a unique identifier for a specific legal case, including the proceedings that led to the issuance of the liability order.
    - A case number must accompany a Memorandum of Entry (MOE) and any court order.

- If you are given a case number, pause your questioning while you check with the court that the case number is real.
- If they attempt to pass off a ***"private case number"*** or ***"claim number"*** as a genuine court case number, this can be seen as an attempt to defraud.
- If there is ***no*** case number, then there can be ***no*** MOE and ***no*** liability order.

29. ***Are you claiming that the paperwork you rely on is a judicial instrument?***
    - The difference between ***administration paperwork*** and a ***judicial instrument*** is as follows:
    - Admin paperwork just covers routine court operations, record-keeping, scheduling and internal processes with no legal authority, such as:
        - Docket sheets
        - Filing receipts
        - Case management records
        - Notices of hearings or adjournments
        - Internal memos
    - A judicial instrument is a formal document, signed by a judge and issued by a court, that carries legal authority and effect, such as:
        - Judgments and decrees
        - Warrants of arrest
        - Summonses
        - Orders of execution
        - Writs, such as a writ of habeas corpus.
        - Liability orders or memorandum of entry.

Note: historically, judicial instruments would have a court seal in red, whereas admin paperwork would be stamped in black.

If the agent holds nothing more than admin paperwork, then they have ***no authority*** to act. If they intentionally attempt to pass off admin paperwork as a ***judicial instrument***, this is a criminal offence.

30. ***Are you aware that council tax is a statutory tax?***
    - If the debt collector is making a claim of private debt and then makes reference to council tax, this could be in error.
    - If you inform them of this, and they continue with their claim, it is no longer done in error, but has become intentional.

31. ***Are you aware that a debt collector acting as an agent cannot gain FCA part 4a permission from their client, and attempt to collect a tax debt?***
    - Debt collectors will often claim they get ***"legal authority"*** to act via their client—however this is incorrect.
    - Being granted authority to act on behalf of a client does ***not*** legally extend the client's licensing or certification to the agent.
    - This means the agent ***cannot*** gain ***legal authority*** supported by government agencies, and therefore ***cannot*** rely on the client's permission to use said legislation, codes or policies.
    - While the tax debt is not regulated, HMRC approved debt collection agencies must be registered with and regulated by the FCA to operate legally.

Transcript and Serve notice

Once the encounter is over, you must serve written notice on the agency that made the claim upon you and sent an employee to your door.

With the recording you made, you are now in a position to turn the audio into a transcript and use this to continue further questioning regarding the many mistakes, errors, omissions and deficiencies the agent made during the visit.

Digital Devices

If the debt collector attempted to offer fake documentation on a tablet, which you should have recorded when engaged with your list of questions, serve notice on them and ask:

Question: ***"Where is the provision within the Electronic Communications Act 2000 that allows for digitally generated and unsigned judicial instruments such as liability orders, warrants and writs?"***

If they are unable to provide you with this information, then they have now attempted to pass off digital images as judicial instruments, which would constitute a crime.

Note: if it is found the debt collectors had no right to claim the debt, they are also now in violation of GDPR protocols, as they had no right to hold your personal data on their private devices.

Judicial instruments, or court orders, must be signed by a judge and sealed by a courthouse.

However, although the modern UK court system is becoming more digital, with ***"wet ink"*** signatures becoming less common, an electronic signature with a pre-printed name and court seal incorporated into the document is being trialled.

Regardless of how the document is processed within the court, you still have the right to receive the printed version, on paper, that shows the judges name, signature and court seal.

The following are Judicial Instruments that require a Judge's Signature:

- ***Liability Orders:*** these demand payment for council tax or business rates and are issued by a Magistrates' Court and must be authenticated with the justice's name and court seal to be valid.
- ***Warrants of Control/Arrest/Commitment:*** warrants that compel a person to attend court, prison, or allow for the seizure of goods must be signed by a justice of the peace.
- ***Writ of Control:*** a High Court enforcement document, typically used after a County Court Judgment (CCJ) is transferred up.
- ***Committal Orders:*** orders for imprisonment, for example: for contempt of court for ***"non-payment"*** of debt.
- ***Injunction Orders:*** including Anti-Social Behaviour Injunctions (N16) and orders under the Protection from Harassment Act 1997.
- ***Charging Orders:*** an order placing a charge on a debtor's property.
- ***Consent Orders:*** while agreed upon by parties, these must be drawn up, signed by the legal representatives or the parties themselves, and sealed by the court to be made by a judge.
- ***Attachment of Earnings Orders:*** an order that directs an employer to make deductions from an employee's earnings.

Note: if these documents are not signed, then they have no legal standing.

Relevant Acts and Statutes

Tribunal, Courts and Enforcement Act 2007 (TCEA 2007): provides the overarching legal framework for enforcement procedures.

Link: https://www.legislation.gov.uk/ukpga/2007/15/contents

Taking Control of Goods Regulations 2013: details control of goods procedures, including rights and restrictions.

Link: https://www.legislation.gov.uk/uksi/2013/1894/contents

Criminal Law Act 1977: prohibits violence and threats.

Link: https://www.legislation.gov.uk/ukpga/1977/45

Consumer Protection from Unfair Trading Regulations 2008: ensures fair treatment.

Link: https://www.legislation.gov.uk/uksi/2008/1277/contents

The Consumer Rights Act 2015: protects consumer rights, including debt collection.

Link: https://www.legislation.gov.uk/ukpga/2015/15/contents

Bailiff Register

The Certificated Enforcement Agent Register or ***Bailiff Register*** is the official ***Ministry of Justice*** database used to verify if an enforcement agent in England and Wales has a valid certificate to take control of goods.

You can search by the agent's name, employer, or the court that issued the certificate.

Note: certificates must be renewed every two years

Link: https://certificatedbailiffs.justice.gov.uk/

Bailiff Identification

Tribunal and Courts Enforcement Act 2007, Schedule 12, Part 2, Paragraph 26

26 (1) The enforcement agent must on request show the debtor and any person who appears to him to be in charge of the premises evidence of—

a) his identity, and
b) his authority to enter the premises.

(2) The request may be made before the enforcement agent enters the premises or while he is there.

SOVEREIGN APP

Our Sovereign App is available for download. You can download it from our website, **it is not** available in apple or Google play stores.

Please, watch the installation and how to use videos at
https://www.thesovereignproject.live/sovereign-app

- The cost is £20 per year.
- Use the same login details as you use for logging into our site.
- Purchase the app before accessing it.

Please ensure that you have done the basic course video as a minimum to know what the answers should be.

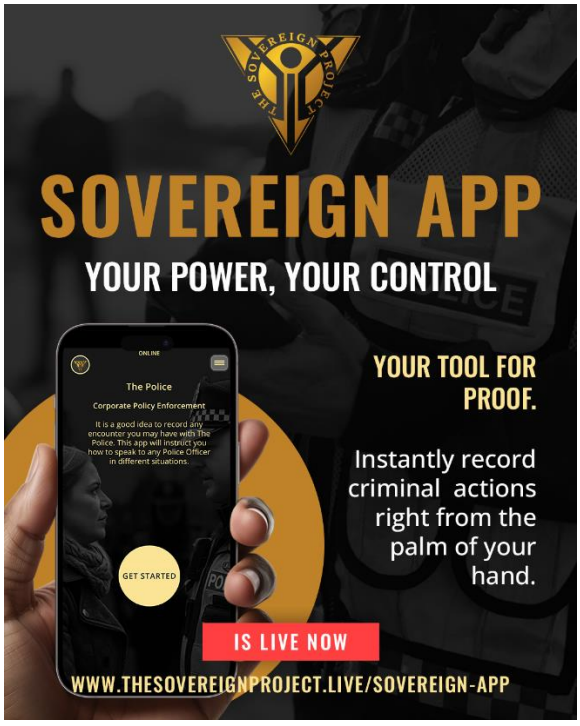
Also, please remind yourself how to talk to the police. We cannot be responsible if the conversation turns in the wrong direction and you ending up being detained.

We have the following questionnaires available. We are adding new scripts all the time. Available in English and Dutch soon.

- Cold Caller at Your Door
- Police Assisting Bailiffs
- Police in Traffic
- TV Licence

IF YOU HAVE AN iPhone 15.8 OR BELOW DO NOT BUY THE APP - IT WILL NOT WORK.

If you have any issues, please report them by emailing:
thesovereignapp@proton.me



Time sensitive document
Estoppel conditions apply

In the matter of:
Your Name (I, we, us, our)
Address line 1
Address line 2
Address line 3
[POSTCODE]

Respondent:
Name (you, your)
Address line 1
Address line 2
Address line 3
[POSTCODE]

Date: [date]

Document Reference No: *****

Office Found

Within the universal maxim of law, notice to agent is notice to principal, notice to principal is notice to agent. All addressed parties jointly and severally as well as their successors, nominees and assigns.

Notice of estoppel

Re: Your Non-Compliance with Paragraph 26, Schedule 12 TCEA 2007.

To: Billy bob
Title: Enforcement agent

We hereby give you written Notice of Estoppel regarding your presumption that you can legally visit the address given above.

This notice is in regards your correspondence dated [day month year], in which we have reviewed including the documents you have sent.

Unfortunately, you still have not complied with our statutory request under Paragraph 26 of Schedule 12 to the Tribunals, Courts and Enforcement Act 2007.

1. Paragraph 26 requires evidence of authority to enter, not authority to act
Paragraph 26(1)(b) requires an enforcement agent, upon request, to show:
   A. evidence of identity, and
   B. evidence of authority to enter the premises.

This is not the same as “authority to act on behalf of the council”; these two concepts are legally distinct.

A council officer cannot grant a power of entry as only Parliament can create such power, and no such power exists for council tax enforcement.

This position is confirmed not only by statute and case law, but also by other local authorities.

For example: North Yorkshire Council has explicitly stated that Bristow & Sutor's "authority to enter" letter does not confer authority to enter, but merely authorises you to act on the council's behalf. If that is the case, then your document does not satisfy Paragraph 26(1)(b).

2. Your "authority to enter" document is misleading
Your document regarding "authority to enter", cites legislation that does not create a power of entry for council tax, is signed by a council Head of Service who has no legal ability to grant entry powers, and implies that Schedule 12 "includes the power to enter relevant premises", which is incorrect.

Schedule 12 only governs the procedure if lawful entry is available. It does not create a power of entry for council tax.

This is confirmed by:

a) Regulation 45 Council Tax (Administration and Enforcement) Regulations 1992 - No power of entry.
b) HHJ Harrison – Leighton v Bristow & Sutor - No forced entry for council tax.
c) Local Government Ombudsman guidance - Bailiffs must not misrepresent powers of entry.

Your document therefore cannot be relied upon as evidence of authority to enter.

3. Your claim that you are not required to provide authority before attendance is incorrect
Paragraph 26(2) states: "The request can be made before the enforcement agent enters the premises."

Your assertion that you are not required to provide this information before a visit is therefore contrary to statute.

4. Your threat to seize goods "without my cooperation" is unlawful
You cannot:

- force entry
- enter without consent
- enter without a Controlled Goods Agreement
- enter without peaceful entry
- enter without producing lawful authority under Paragraph 26

Your threat is a misrepresentation of powers and will be included in my claim for damages made upon you, to the Council and, if necessary, the Local Government Ombudsman.

5. You remain required to comply with Paragraph 26
It is required that you now provide:

A. Evidence of the enforcement agent's identity
B. Evidence of the enforcement agent's lawful authority to enter my premises, as required by Paragraph 26(1)(b).

Until you comply with the statute, no enforcement action may lawfully proceed.
You are hereby placed on notice that any attempt to enter my property without lawful authority will be treated as unlawful and may give rise to a claim for further damages under Paragraph 66 of Schedule 12.

This notice cannot and will not be overruled, superseded or overturned by anyone as no authority has been given to do so. Any attempt to undermine or interfere with this notice shall be considered a criminal act by all those who do so.

Signed with respect and honour, and without malice, vexation, argument or merriment.

My regards
By:

All Rights Reserved
YOUR NAME
No assured value, no liability
Errors and Omissions Excepted
without recourse – non assumpsit

END OF NOTICE

Time sensitive document

In the matter of:
[Your Name] (I, we, us, our)
Address line 1
Address line 2
Address line 3
[POSTCODE]

Respondent:
[Their Name] (you, your)
Address line 1
Address line 2
Address line 3
[POSTCODE]

Date: 11th May 2026

Document Reference No: **[your reference number]**

Office Found

Within the universal maxim of law, notice to agent is notice to principal, notice to principal is notice to agent. All addressed parties jointly and severally as well as their successors, nominees and assigns.

Notice of Request for Documentation and Verification

RE: Response to Unsolicited Bill and Request for Verification

To: **[Name of person who sent you the bill]**

Title: **[title of person who sent you the bill]**

With regards to your recent correspondence dated **[insert date]**, which includes an alleged bill that may be connected with the supply of goods or services, which at this time is unknown.

You are hereby informed that we are unable to locate any evidence regarding a contractual obligation or valid order associated with this bill.

Therefore, to investigate this allegation further we hereby serve notice upon you that we require the following documentation for verification purposes:

1. A copy of the original order and contract.
2. A detailed supporting invoice.
3. Any relevant correspondence or documentation related to this matter.

We also take this opportunity to inform you that responding to unsolicited mail incurs administrative costs and therefore a fee will be applicable for the verification process; details are as follows:

Fee Schedule

- Payment for each administration correspondence five hundred pounds (£500)

- Payment for unsolicited telephone calls up to and including every 15 minutes, e-mails, SMS text, one hundred and ninety-five pounds (£195.00)
- Returning unsolicited e-mails one hundred and fifty pounds (£150.00)
- Damages five thousand pounds (£5000.00) per incident.
- Any expenses incurred with dealing with this matter shall become the responsibility of the claimant.

Note: listing administration fees for phone calls, texts and e-mails, is not to be taken as an offer to use these forms of communication, as they have not been permitted.

We hereby give you 30 days' notice to respond. If we receive no reply within those 30 days given it shall hereby be taken as your assent and agreement.

i. The alleged bill was sent in error
ii. The matter is finalised, and
iii. It is acknowledged that you agree to all the conditions within this notice.

Please be advised that we have taken the time and courtesy to write to you in person, and we would respectfully request that you, in all good conscience, return the courtesy and respond in writing.

It is for this reason we require a response by letter only, as emails, phone calls and texts, will not be accepted.

We understand mistakes can be made and with your cooperation we hope that any confusion and errors shall be swiftly corrected.

Signed with respect and honour, and without malice, vexation, argument or merriment.

My regards

By:

All Rights Reserved
[YOUR NAME]
No assured value, no liability
Errors and Omissions Excepted
without recourse – non assumpsit

END OF NOTICE

GDPR AND COLD CALLERS

Within UK legislation, GDPR protocols refer to the set of data protection standards and practices that registered organisations must follow to comply with the ***UK General Data Protection Regulation*** (UK GDPR).

The UK GDPR, widely hailed as a landmark in personal privacy, is in reality a tool crafted by Parliament not to safeguard individual rights, but to serve a more covert purpose.

Originally, the GDPR system was presented as a ***"shield for ordinary citizens"***, a safeguard against the invasive reach of data-hungry corporations, however this does not fit with reality today.

The truth is that government is nothing more than a business that offers the service to govern those who are incapable of governing themselves, and considers those who accept this service as nothing more than a human resource, better known as chattel.

Parliament recognised that rapid development of new business ideas, especially in human resources and technology, could pose a threat to their authority.

Smaller businesses registered to companies house could exchange data relating to government controlled human resources, in an attempt to undermine the government and set up their own service.

Consider this similar to small franchise owners collaborating and sharing operational knowledge, with the goal of launching a new, independent business.

To counter this, Parliament systematically redefined the scope of GDPR, and although it was framed as ***"protect personal data"***, in reality it became a mechanism to monitor and control all businesses registered under their jurisdiction.

By enforcing strict data regulations, they could scrutinise the internal workings of companies, especially those developing disruptive systems undermining state authority.

In effect the rules were manipulated to prevent ***"insider trading"*** by making any access to employee data a tightly controlled process.

Note: GDPR protocols only apply to government entities, such as the ***Ens Legis*** and ***legal persona*** and ***not*** personnel data of any living man or woman.

With that said, and now you know the game, you can use UK GDPR to your advantage, and to do so the official narrative should be played.

The official narrative regarding UK GDPR is that it is a legal framework designed to protect individuals' personal data and ensure that organisations handle this data responsibly.

A brief overview regarding GDPR is as follows:

- ***Personal Data Protection:*** Organisations must ensure that personal data is processed lawfully, fairly, and transparently.

- ***Rights of Individuals:*** Individuals have rights regarding their data, such as access, correction, deletion, and data portability.
- ***Accountability:*** Corporations are responsible for implementing appropriate measures to safeguard data.
- ***Data Breach Notification:*** Organisations must report certain data breaches to the Information Commissioner's Office (ICO) and affected individuals.
- ***Lawful Basis for Processing:*** Data must be processed only if there is a valid reason, such as consent, contract, legal obligation, or legitimate interests.

How to use GDPR protocols upon corporations:

1. ***Conduct Data Audits:*** Identify what personal data corporations hold on you, why it is held, and how it is processed.
2. ***Implement Policies:*** Ensure they follow clear policies on data handling, privacy notices, and consent management.
3. ***Obtain Consent:*** Ensure consent is informed, explicit, and recorded where necessary.
4. ***Secure Data:*** Verify they use appropriate technical and organisational measures to protect personal data.
5. ***Train Staff:*** Confirm that employees are educated on GDPR requirements and data protection practices.
6. ***Respond to Requests:*** Corporations must have procedures in place to handle data access, correction, or deletion requests.
7. ***Report Incidents:*** Businesses must have a plan for managing data breaches, including timely notification to authorities and individuals.

Proof of ID

When using GDPR protocols, a request to provide evidence of your identity may be put forward before the GDPR request is carried out.

Although an organisation is required under GDPR to verify your identity before releasing any personal data, this generally applies where you have contacted them for the ***first time*** and they have ***not*** contacted you previously.

The GDPR rule regarding requests for identification is intended to ensure that, when a business is contacted for the ***first time***, it does not accidentally share your private information with someone else.

However, proof of identity is ***not*** required if you are contacted by a corporation ***first***, usually regarding some form of claim made against you.

It is the ***responsibility*** of the corporation issuing the claim to ensure that it has contacted the correct person ***before*** sharing any sensitive information.

What this means is that you are ***not obligated*** to provide evidence of your identity when contacted by an ***unknown party*** making a claim against you.

In fact, as a matter of personal security, you should ***never*** divulge sensitive personal information to any cold caller, as they could potentially be fraudsters attempting to gain information about you as part of a scam.

When third-party interlopers making a claim against you are then issued with a DSAR, they often respond by requesting that you prove your identity.

This is viewed as a delay tactic used by debt collectors and solicitors against people who request the ***debt validation process*** in response to disputed claims of debt.

When submitting a DSAR, you must know your position first: Ref ***PJ/COD***

What this means is as follows:

- If you are contacting a corporation for the ***first time*** and request a DSAR, you may be required to provide proof of identity before the data is released.
- If you have been contacted by a corporation ***first***, you are ***not*** obligated to provide proof of identity before the data is sent to you.

If a third-party interloper attempts this tactic, you can respond in writing with a notice such as:

<u>One-step process, requiring one notice</u>

"Are you aware that you first contacted us on [date] making an allegation pertaining to an alleged debt?

To be able to make such an accusation, you must have already determined who we are and confirmed that you sent the details of the alleged debt to the correct party.

If you are now requesting that we send you proof of our identity, then we can determine that you have sent the wrong information to the wrong party.

Are you aware that this could place you in breach of GDPR rules and protocols, as you may have shared sensitive data with a party before determining their identity?

Therefore, we hereby serve notice upon you to either confirm you have sent the alleged claim of debt to the correct party or retract your entire claim.

If you wish to continue with your alleged claim and confirm you have contacted the correct party, then you are hereby instructed to carry out our previous instructions and complete our GDPR request."

<u>Two-step process, requiring two notices</u>

If you wish to create a stronger remedy for court, then a two-step process can be used to ensure the first request for identification was not a mistake.

This process removes the confirmation statement from the first notice, allows for withdrawal, and, when the opportunity to withdraw is declined, you can then issue your confirmation statement.

<u>First notice:</u> ***Notice of mistake and opportunity to withdraw***

"Are you aware that you first contacted us on [date] making an allegation pertaining to an alleged debt?

To be able to make such an accusation, you must have already determined who we are and confirmed that you sent the details of the alleged debt to the correct party.

If you are now requesting that we send you proof of our identity, then it would appear that you may have sent the wrong information to the wrong party.

Although we are not in a position to advise you, out of courtesy we wish to make you aware that this could place you in breach of GDPR rules and protocols, as you may have shared sensitive data with a party before determining their identity.

Therefore, we hereby serve notice upon you to either confirm you have sent the alleged claim of debt to the correct party or retract your entire claim.

If you wish to continue with your alleged claim and confirm you have contacted the correct party, then you are hereby instructed to carry out our previous instructions and complete our GDPR request."

If they do not withdraw their request for you to provide evidence of your identity, you can then move to the second step, thereby locking them legally into their position.

Second notice: ***Notice of mistake***

"As this is the second time you have requested that we send you proof of our identity, we can now determine that you have sent the wrong information to the wrong party.

Furthermore, as you have also now confirmed that you do not know who we are, this places your entire claim into question.

This information may be used in court proceedings to highlight your errors and potential breach of GDPR protocols."

DSAR deflection

When a company is challenged in this way, it has been known for them to claim that they are a ***"separate department"*** from the one that issued the alleged claim of debt.

However, when issuing a ***Data Subject Access Request*** (DSAR), it is directed to the entire registered organisation or corporation, ***not*** just a specific department.

This means that the organisation as a whole is responsible for complying with your request, and all relevant departments that hold your personal data must cooperate to provide the information.

Legal implications:

1. ***Legal Responsibility***
    - Under UK GDPR, the data controller, which is the organisation, is ultimately responsible for responding to a DSAR request.
    - This includes ensuring that all departments processing your data are involved in fulfilling the request.

2. ***Comprehensive Response***
    - Your personal data may be stored across multiple departments, such as HR, marketing, customer service, or IT.
    - The organisation must gather all relevant information in order to provide a complete response.

3. ***Not Limited to One Department***
    - You do not need to specify a particular department when making a DSAR, and the organisation cannot restrict your request to only one part of its business.

What this means in practice

- When you submit a DSAR, the organisation will typically forward your request to all relevant departments or data processors that hold your data.
- All parts of the business that process or store your personal data are required to assist in providing the full set of information.
- The organisation must coordinate internally to ensure your request is fully complied with within the legal timeframe.

Summary:

- When you are contacted by a company regarding a claim, you are ***not*** obligated to provide proof of your identity.
- When you issue a DSAR, it applies to the whole corporation, ***not*** just a single department.

WRITS AND WARRANTS

Many third-party interlopers, such as debt collectors and solicitors, will often make reference to, or suggest they have in their possession a ***"writ"*** or a ***"warrant"***, with many people assuming this is true.

However, in many cases they do not as these third-party interlopers are only making reference to ***"internal"*** or ***"private"*** writs and warrants, and not those created by order of the court.

The following information is in response to receiving a letter claiming they have a warrant or writ and are planning on visiting your property to seize goods.

Civil Procedure Rules

Under ***CPR 83.8A***, enforcement agents, such as bailiffs or High Court Enforcement Officers, must give residential occupants a minimum of 14 days' notice before executing a court order for possession or eviction.

The alleged debtor can make a formal request under ***CPR 31.14*** to inspect a document that is explicitly mentioned or relied upon in the court papers, such as the original statement of case, judgment, or application notice.

- ***The Rule:*** Under ***CPR 31.15***, once the debtor gives written notice that they wish to inspect the document, the disclosing party must permit inspection within no more than 7 days after receipt of the notice.

Link: https://www.justice.gov.uk/courts/procedure-rules/civil/rules/part31

CPR 83.8: Writs and Warrants

In the context of English civil law, ***CPR 83.8*** refers to Rule ***83.8*** of the ***Civil Procedure Rules (CPR)***, which dictates the rules for obtaining information about the execution of a court writ or warrant.

It states the following:

- ***Requesting Information:*** If either the creditor or debtor formally serves a notice requesting reasonable information regarding the execution of a writ or warrant, the enforcement agent or officer is legally required to provide this information within 7 days.
- ***Failure to Comply:*** If the enforcement agent or officer fails to provide the requested information within 7 days, the party who issued the notice can apply to the court for an order directing them to comply.

Link: https://www.justice.gov.uk/courts/procedure-rules/civil/rules/part-83-writs-and-warrants-general-provisions

Form N317

Form ***N317*** is a Bailiff's Report sent by the County Court in England and Wales to a creditor who is trying to recover a debt.

Here is what it means and how it works:

The Purpose: When a creditor is owed money, they can ask court bailiffs to collect it or seize goods, which is known as a ***"Warrant of Control"***.

Form ***N317*** is the official update the bailiff sends the creditor regarding their progress.

The court typically sends this form to the creditor at the end of every month while the warrant is active, or if the bailiff cannot execute the warrant.

For example: because the debtor has no goods worth seizing.

Form ***"N317A"*** is referenced in internal court systems, legal software, or specific court correspondence.

It typically refers to an updated administrative or automated repeat process of the same Bailiff's Report template used by Her Majesty's Courts and Tribunals Service (HMCTS).

While the debtor will not get a copy of the ***N317***, legislation dictates that a debtor must be given specific, transparent documentation during a Warrant of Control:

1. ***The Enforcement Notice:*** Bailiffs must provide at least 7 clear days' notice before making their first visit.
2. ***Notice of After-Visit Actions:*** If the bailiff enters a property or seizes goods, they must leave a formal notice detailing what they have done and an inventory of any items logged.
3. ***The Court Record:*** If a debtor wants to dispute a bailiff's claims, for example, if an N317 report claims the bailiff visited on a day the debtor has proof they were away, the debtor or their legal representative can request a full printout of the court case history directly from the County Court office.

When a claim is made upon you regarding debt and a statement given in writing that the claimant has a ***"warrant"*** a notice should be drafted and submitted to formalise your request to see said warrant.

As an alleged debtor, you have a strict legal right under ***Paragraph 33 of the Taking Control of Goods Regulations 2013*** to demand proof of the bailiff's authority and a full accounting of the debt.

Notice Template

Date: [Current Date]
NOTICE OF REQUEST FOR PROOF OF AUTHORITY AND ACCOUNTING

RE: Formal Notice and Demand for Proof of Authority and Warrant Information

To: [Name of the Bailiff / Enforcement Agency]

We write to you regarding your recent communications from your agency alleging that you hold a Warrant of Control against us.

Within legislation, as stipulated by parliament, an alleged debtor can exercise their explicit legal right to request verification of the alleged debt and to see any legal authority to enforce it.

This request is a formal notice served pursuant to Civil Procedure Rule (CPR) 83.8(1).

Under CPR 83.8(1), the alleged debtor can require you to provide the information requested regarding the execution of the alleged writ or warrant within 7 days of service of this notice.

You should be advised that under CPR 83.8(2), should your agency fail to comply with this notice and provide the requested information within the strict 7-day statutory timeframe, we reserve the right to apply directly to the County Court for an order directing your compliance, and we will seek the recovery of all legal costs associated with that application.

As we have no record of the underlying debt or judgment you refer to we hereby serve notice upon you to provide the following information and documentation within 7 days:

1. ***Copy of the Warrant of Control / Writ of Control:*** It is required you provide a copy showing the court of issue, the exact name of the debtor, the execution address, and the date of issue.
2. ***Details of the Judgment:*** It is required you provide the original County Court Judgment (CCJ) case number, the claimant's name, and the date the judgment was entered.
3. ***The Notice of Enforcement:*** It is required you provide proof of service and the date on which the mandatory Notice of Enforcement was issued to us, in compliance with Schedule 12 of the Tribunals, Courts and Enforcement Act 2007.
4. ***Statement of Accounts:*** It is required you provide a full itemised breakdown of the alleged debt, including the original judgment amount, court fees, and any enforcement fees added by your agency to date.

We also take this opportunity to make you aware that under ***Paragraph 33 of the Taking Control of Goods Regulations 2013***, you are required to provide a clear statement of data and a copy of the enforcement power upon request.

Until you provide this validation and evidence of a valid court order, we consider this matter strictly in dispute, and therefore all enforcement action must be put on hold while this information is gathered.

You are also hereby instructed to not attempt to visit the forementioned property, and do not attempt to take control of any goods.

We require all further communications from your firm to be made strictly in writing via post so that a permanent log of these proceedings is maintained.

Note: A ***"court of issue"*** refers to the specific legal body that formally creates, initiates, or publishes a document.

In legal contexts, the word ***"issue"*** means to formally produce or send out.

Therefore, the ***"court of issue"*** is the court responsible for generating an order, writ, or the initial claim documents.

SRA AND DOCUMENT DISCLOSURE

The ***Solicitors Regulation Authority*** (SRA) is the independent regulator of solicitors and most law firms in England and Wales.

Official narrative:

Its job is to protect the public, maintain confidence in the legal profession, and make sure solicitors meet proper professional and ethical standards, such as:

- Sets the rules solicitors must follow;
- Authorises and regulates solicitors and law firms;
- Investigates allegations of misconduct;
- Takes disciplinary action where appropriate (such as fines, practising restrictions, referrals to the Solicitors Disciplinary Tribunal, or striking solicitors off the roll); and
- Provides guidance on ethical and professional issues.

The SRA's rules are contained in its Standards and Regulations, which include the SRA Principles and the Code of Conduct.

The principles are the fundamental duties of solicitors. They require solicitors to act:

- in a way that upholds the rule of law;
- with honesty;
- with integrity;
- independently;
- in the best interests of each client;
- in a way that maintains public trust and confidence; and
- in a way that encourages equality, diversity and inclusion.

The Code of Conduct explains how those principles apply in practice. It sets standards of behaviour and professionalism, including that solicitors:

- must not take unfair advantage of others;
- must not mislead clients, courts or other people;
- must perform undertakings within a reasonable time;
- must only make assertions that have a proper basis; and
- must provide competent legal services.

In summary:

The SRA exists to regulate solicitors in the public interest, and its codes exist to ensure that solicitors act honestly, fairly, competently and ethically when dealing with clients, courts and members of the public.

If a solicitor makes claim to a document that allegedly allows them to act against you, such as a charging order or attachment of earnings, SRA codes can be used, in conjunction with a court, to compel the solicitor to disclose the document to you.

Solicitors Regulation Authority SRA Code of Conduct for Solicitors

Paragraph 1 – ***Maintaining trust and acting fairly***

Paragraph 1.4

"You do not mislead or attempt to mislead your clients, the court or others, either by your own acts or omissions or allowing or being complicit in the acts or omissions of others (including your client)."

The SRA's own guidance on conduct in disputes explains that solicitors conducting litigation:

- must act fairly,
- must not take unfair advantage of others,
- must not mislead others, and
- should only make assertions that have a proper basis. ([Solicitors Regulation Authority][2])

If a solicitor:

- asserts that a judicial instrument exists,
- relies upon it to demand payment or threaten enforcement, and
- refuses to identify the court, case number, date, or nature of the instrument,

then they must still comply with the above obligations. In particular:

- they must not mislead or attempt to mislead you (paragraph 1.4);
- they must not take unfair advantage of you (paragraph 1.2); and
- any representation that such an instrument exists must be properly arguable and have a proper basis (paragraph 2.4).

This means that a solicitor cannot properly claim to have a judicial instrument if they have no proper basis for doing so, or use ambiguity about its existence to exert improper pressure.

SRA Code:

Link 1: https://guidance.sra.org.uk/solicitors/standards-regulations/code-conduct-solicitors

Link 2: https://www.sra.org.uk/solicitors/guidance/conduct-disputes

The Local Government Ombudsman and case law

Official narrative:

The position has been criticised because many councils historically declined to provide copies of liability orders. The Local Government and Social Care Ombudsman has previously stated that councils should provide sufficient information to enable a taxpayer to understand and verify the debt being enforced.

This means if a solicitor says: ***"There is a liability order against you."***

You can write requiring them to provide:

- the magistrates court that issued it.

- the date of the order.
- The case number.
- the liability order number/reference (to locate it).
- the amount covered by the order.
- a copy of the order.

If they refuse, you can seek the following:

- Confirmation from the issuing magistrates court and request a copy of the instrument.
- Begin litigation against them for making an unfounded claim.
- Complain to the council through its complaints procedure.
- Escalate to the Local Government and Social Care Ombudsman.

If the solicitor has made unsubstantiated assertions or refused to identify the order while pursuing enforcement, you may raise the matter with the ***Solicitors Regulation Authority*** on the basis of paragraphs 1.2, 1.4 and 2.4 of the SRA Code.

If a County Court claim has already been issued

This is where you can use the court process to compel disclosure.

CPR 31: DISCLOSURE AND INSPECTION OF DOCUMENTS

If the claimant refers to a document in the Particulars of Claim, you may request inspection of it under ***CPR 31.14***.

You can ask for copies of:

- agreements
- notices
- deeds of assignment
- judgments
- orders
- schedules
- and any other documents expressly mentioned in the claim

Link: https://www.justice.gov.uk/courts/procedure-rules/civil/rules/part31

Before allocation to the small claims track

You can often make a ***CPR 31.14*** request before allocation. If the claimant refuses, you may apply to the court for an order compelling disclosure.

After allocation to small claims

Once allocated to the small claims track, ***CPR 27.4*** gives the court power to order a party to provide documents.

CPR 27.4(1) provides: ***"The court may give such directions as it considers appropriate..."***

This includes directing that the claimant provides copies of documents relied upon that supports their claim.

If they fail to comply, the court may:

- exclude the documents.
- strike out their claim.
- adjourn the hearing.
- make other case management orders.

Link: https://www.justice.gov.uk/courts/procedure-rules/civil/rules/part27

Notice Template

Based on SRA regulations and CPR protocols, it is clear that a solicitor should ***not*** make assertions without a proper legal basis, should ***not*** mislead or take unfair advantage, and that where they rely upon a document to justify enforcement action, they should identify and disclose sufficient particulars to enable the recipient to understand and verify the basis of that action.

The draft notice template below is framed in those terms and should be used when first contacted by any solicitor for the first time:

Note: it is not advisable to begin quote acts, statutes, CPR, or any legislation at the start of this process as jurisdiction has not yet been determined, and you must consider the following:

- You may not be in a position to legally use the codes.
- The codes you quote may not be applicable to the situation.
- In court you request the judge to apply the codes, not you.

Note: this is a general template and ***not*** legal advice, and should only be used as ***guidance*** to assist you in creating your ***own notice*** based on ***your*** personal circumstances.

Applications for charging orders and Land Registry restrictions can involve specific procedural rules, so if proceedings are active you will have to adapted this template to your circumstances.

Date: [Insert Date]

Your Reference: [Insert Reference]

NOTICE REQUIRING DISCLOSURE

To: [Name of Solicitor]

We write concerning your application to HM Land Registry seeking the registration of a charging order, restriction, notice, or other entry against the above property.

You assert that you possess documentation entitling your client to seek such registration and enforcement. However, despite requests, you have refused to disclose the documentation upon which you rely.

Therefore, we hereby serve you formal notice requiring you to identify and provide copies of the documents said to justify your application.

In particular, it is required that you provide the following within 30 days of the date of this letter:

1. ***A copy of the charging order, interim charging order, final charging order, judgment, order, or other judicial instrument relied upon.***
2. ***The name of the court said to have issued the instrument.***
3. ***The claim number and/or case number.***
4. ***The date upon which the instrument was made.***
5. ***The identity of the parties to the proceedings.***
6. ***Confirmation of the amount allegedly secured.***
7. ***Copies of any application, witness statement, certificate, or supporting material lodged with HM Land Registry in support of the application.***
8. ***Confirmation of the statutory basis upon which you contend your client is entitled to seek registration against the property.***
9. ***Confirmation of the nature of the Land Registry application made, including the application reference number.***

We also take this opportunity to make you aware of your professional obligations under the Solicitors Regulation Authority Standards and Regulations, including the requirement not to mislead others, not to take unfair advantage of third parties, and only to make assertions that have a proper legal basis.

If you maintain that such documentation exists while refusing to identify or disclose its particulars, we require you to explain the legal basis upon which you consider such refusal compatible with your professional obligations.

Furthermore, if you are unable or unwilling to provide the requested material, we require written confirmation that:

a) no charging order exists in the form asserted.
b) no final charging order exists.
c) no order affecting the property exists.
d) you do not presently possess the documentation relied upon.

Should you fail to provide the requested information, it shall be established that you do not have said documentation and therefore we reserve all rights, including but not limited to:

- ***Raising the matter directly with HM Land Registry and objecting to the application.***
- ***Seek disclosure through the court where appropriate.***
- ***Relying upon your refusal in any application concerning costs or case management.***
- ***Making a formal complaint to the Solicitors Regulation Authority concerning any apparent breach of professional obligations.***
- ***Pursuing any other remedy available to challenge the validity of the application.***

Nothing in this notice should be taken as an admission that any debt, judgment, charging order, or other liability exists, is enforceable, or has been validly registered.

You may also wish to adapt the final paragraph depending on the stage reached.

For example: if the Land Registry application is still pending, you could expressly state that you intend to lodge an objection with HM Land Registry pending production of the alleged charging order.

If court proceedings are already underway, references to disclosure under the Civil Procedure Rules may also be appropriate.

Notice Template

The first template notice can be reframed to now include the following:

Further, insofar as the documents referred to above have been mentioned in any statement of case, witness statement, witness summary or affidavit in proceedings to which CPR Part 31 applies, this notice is to be treated as a request for inspection pursuant to CPR 31.14.

CPR 31.14 provides that a party may inspect a document mentioned in "(a) a statement of case; (b) a witness statement; (c) a witness summary; or (d) an affidavit".

In addition, CPR 31.15 requires that where a party is exercising their right to inspect a document, the party in control of that document must permit inspection not more than seven days after the date on which the right to inspect arises and, if requested, provide a copy upon payment of any prescribed charge.

Accordingly, to the extent that you rely upon any judgment, charging order, interim charging order, final charging order, application notice, witness statement, affidavit, notice, deed, assignment or other document falling within CPR Part 31, you are required to permit inspection and provide copies of those documents.

Should you contend that CPR Part 31 does not apply, you are hereby required to identify the basis upon which you say the documents requested are exempt from inspection and disclosure, whilst maintaining reliance upon them in support of your client's position.

Note: the following should be considered depending on your own circumstances.

- CPR 31.14 creates the right to inspect documents mentioned in specified court documents.
- CPR 31.15 sets out the obligation to allow inspection within seven days of the right arising.
- If there are no county court proceedings, or the documents have not been mentioned in a statement of case or witness evidence, the solicitor may argue that CPR Part 31 does not apply.
- In that situation, your request would instead rest on their professional obligations under the SRA Code and the fact that they are seeking to affect title to your property whilst refusing to disclose the basis for doing so.

COURT PROCESS AND DOCUMENT DISCLOSURE

When dealing with solicitors and applying acts and statutes with regards to document disclosure, the strongest approach is not to frame it as a ***"notice compelling disclosure"*** as only the court can compel disclosure, but rather as a ***"Notice Seeking Directions and Specific Disclosure"***, drafted in a way that assists the judge by identifying the legal basis upon which the order is sought.

The template below is designed to be sent to a solicitor in reference to an application notice, attached to witness evidence, or adapted into a draft order.

It focuses on the fact that the solicitor is relying upon alleged judicial instruments affecting property rights whilst refusing to disclose them.

Notice Template:

To: [Solicitor's Name]

We hereby give notice that we are seeking directions from the Court requiring disclosure and inspection of the documents relied upon by you and/or your client in support of assertions made concerning the existence of judicial instruments affecting our rights and interests in the property known as:

[Property Address]

This also includes, but is not limited to, any application made to HM Land Registry.

You have asserted that a judicial instruments and/or enforcement documents exist which entitle your client to seek enforcement action and/or registration against the above property.

Despite requests for clarification, you have refused to provide copies of those documents or sufficient particulars to enable their existence, validity and scope to be verified.

The documents sought include, but are not limited to:

- **any judgment relied upon**
- **any interim charging order**
- **any final charging order**
- **any order for sale**
- **any warrant or writ**
- **any application notice**
- **any witness statement or affidavit relied upon**
- **any certificate, notice or schedule lodged in support of enforcement**
- **any Land Registry application and supporting documentation**
- **any other judicial instrument said to confer authority to act against the property**

The documents requested are central to the issues before the Court because they constitute the foundation of the assertions being made against us and our property.

Where CPR Part 31 applies:

CPR 31.6(a)provides that a party giving standard disclosure must disclose: “the documents on which he relies”.

Any judgment, charging order, warrant, writ, judicial instrument or supporting evidence relied upon by the opposing party falls squarely within this category.

Further, CPR 31.14 provides: “A party may inspect a document mentioned in [statement of case]”.

Accordingly, to the extent that any such documents have been referred to in pleadings, witness evidence or affidavits, inspection and copies should be provided.

If disclosure has been refused, the Court is invited to exercise its powers under CPR 31.12 and order specific disclosure and/or specific inspection of the documents identified above.

Professional Obligations

The refusal to identify or disclose the documents relied upon is also relevant to the Court’s consideration of fairness and case management.

Solicitors are subject to the Solicitors Regulation Authority Standards and Regulations and are required to comply with the SRA Principles and Code of Conduct.

In particular:

- Paragraph 1.2 requires that solicitors do not take unfair advantage of others.
- Paragraph 1.4 provides: “You do not mislead or attempt to mislead your clients, the court or others, either by your own acts or omissions or allowing or being complicit in the acts or omissions of others”.
- Paragraph 2.4 requires that solicitors only make assertions or submissions which are legally arguable.

If a solicitor asserts the existence of judicial instruments whilst refusing to identify their court of origin, reference number, date, terms, or to provide copies when requested, such conduct is capable of undermining the transparency required for the just disposal of proceedings.

The Court is respectfully invited to order that the Claimant/Applicant and/or its solicitors of the following as the relief sought by the Defendant:

1. Provide copies of all judgments, charging orders, warrants, writs, court orders and other judicial instruments relied upon.
2. Provide copies of all witness statements, affidavits, application notices and supporting documents relied upon.
3. Identify:
    - the issuing court
    - the claim number or case number
    - the date of issue
    - the parties to the proceedings
    - the amount allegedly secured or enforceable
4. Permit inspection of such documents within such period as the Court considers appropriate.

5. Confirm whether any application has been made to HM Land Registry and provide copies of all documents lodged in support of that application.
6. Direct that, in the absence of compliance, the party relying upon such documents be prohibited from relying upon them at trial or at any further hearing.
7. Make such further directions as are necessary to further the overriding objective and ensure that the proceedings are dealt with justly and fairly.

For the avoidance of doubt, this Notice does not constitute an admission that any debt, judgment, charging order, warrant, writ or other liability exists or is enforceable.

It is a request for the disclosure of the documents said to found the opposing party's case so that the issues in dispute may be properly understood and determined by the Court.

CAUSE OBLIGATION DUTY

When a claim is made upon most people, they make the mistake of taking the position of ***defence*** and argue over an ***obligation***, which ultimately creates the ***duty*** to comply.

In almost all cases the ***cause*** of the ***obligation*** is either forgotten or not even considered; this is a fatal mistake.

However, before ***cause*** can even be considered, ***position*** and ***jurisdiction*** must be known.

Within both contract law and commerce, the position is known through a ***label*** or ***legal title***, such as:

- UK citizen
- Resident
- Registered keeper
- Defendant

Jurisdiction is known through the ***source*** of the law.

- If you use your paperwork using your authority, it is your law, and therefore your jurisdiction.
- If you fill in a form issued by the state, you are operating in the state's jurisdiction.
- If you quote a code, regulation or rule you created, the jurisdiction is yours.
- If you quote a code, regulation or rule created by the state, it is the state's jurisdiction.

If both the ***position*** and ***jurisdiction cannot*** be determined, then the subject of the claim ***cannot*** be discussed and the claim must be withdrawn, or face a ***counterclaim*** backed by the ***sword***.

If a ***position*** and ***jurisdiction*** are ***suggested*** then the nature of the ***cause*** must be provided to establish both ***position*** and ***jurisdiction*** before moving on to the ***obligation***.

Cause

The ***cause*** that created the ***obligation*** can only be one of the following two reasons:

- Contract
- Trespass

Upon demand, the one making the claim must supply evidence of either cause, or the alleged obligation ***cannot*** be discussed.

When a summons to court is accepted, it should be for the purpose of hearing the claim asserted against you, thereby placing you in the position of ***respondent***.

This means that you have ***not*** accepted any obligation, and are at court through ***special appearance*** solely to hear the claim and the evidence presented in support thereof.

Respondent: a position via special appearance to only hear the claim made against them and the evidence to support said claim.

A ***respondent*** does ***not*** defend their position; no ***legal argument*** is offered.

Note: you ***cannot*** defend a position that has not yet been determined or accepted.

Obligation

Before moving on to the obligation, the following conditions must be determined:

- The position of the one the claim has been made against.
- The jurisdiction in which the claim has been made.
- If the claim of obligation has been caused by either contract or trespass.

Once these conditions have been met and proof of claim determined, then duty may now be established.

If you are in court and have accepted both ***cause*** and ***obligation***, then you have taken on the position of ***defendant***, and have to defend why you are ***not*** duty bound to satisfy the obligation.

Defendant: a position via general appearance of one who has accepted both cause and obligation, and are now in court to defend why they have not carried out their duty.

A ***defendant*** has to defend their position; a ***legal argument*** is given.

Duty

Once ***cause*** and ***obligation*** have been established, ***duty*** refers to the moral or legal requirement to perform a specific action or uphold a certain commitment that satisfies the obligation.

This is usually done in some form of servitude, payment or even punishment such as imprisonment.

Note: within commerce a prison bond shall be created in your name and sold, whereby you are required to be locked up as collateral, until the bond is paid via your estate.

Duty is the action required to ***satisfy*** the ***obligation***.

With these facts now known, an equation to depict this can now be put together:

P	**Position**	Label or Legal Title	
J	**Jurisdiction**	Source of law	
C	**Cause**	Contract or Trespass	Respondent
O	**Obligation**	Defended	Defendant
D	**Duty**	Payment or Punishment	

P	**-**	**J**	**/**	**C**	**:**	**O**	**:**	**D**	**PJ/C:O:D**

Slavery vs Indentured Servitude

Although slavery and indentured servitude may involve the exploitation of workers, and are often considered the same, this is not true, as there are significant differences between them.

- One is contractual.
- The other is not.

Slavery

Slavery is a system in which people are treated as property, owned by another person and considered chattel, and in some cases even branded by their master's mark.

They are forced to work against their will and were typically captured, or born into slavery, and are not free to leave their condition.

Slaves are often subjected to harsh treatment, including physical abuse, corporal and capital punishment, and are subject to the following:

- Lack of autonomy and freedom.
- Forced labour with no choice or compensation.
- No rights or protections as they cannot use their law.
- Involves physical punishment and even death.

Every slave has the right to their freedom, if they are willing to take it and fight for it.

Indentured Servitude

The word ***indentured*** comes from the ***Medieval Latin*** word ***indentare***, which means ***"to furnish with teeth"*** and the ***Old French*** word ***endenter*** meaning ***"to notch"***.

"To notch" refers to a 13th-century legal practice where contracts were written in duplicate on one parchment, then separated by a jagged-toothed line creating matching edges proving authenticity.

Indentured servitude is a system in which people would either ***sign a contract*** to work for a set period of time, or are ***obligated*** to work to repay some form of ***debt***.

In the past, this would include an exchange for passage to a new country, food, shelter and clothing.

Although indentured servants are ***not*** owned by their employers or masters, they are ***contractual workers*** who are obligated to work for a fixed period of time.

The key characteristics of indentured servitude are as follows:

- Voluntary signing of a contract, or trespass requiring atonement.
- Fixed period of time stated within the contract.
- Servants or workers would receive some form of consideration.
- Servants are entitled to certain privileges within the contract and can even leave.

Most people today are living a life as an indentured servant without question, as they have the mind-set of a slave and are therefore unable to see their own freedom.

They do not realise or do not even care, that they are bound by contract that they accepted, which had no legitimacy to even begin with.

Before just wilfully accepting obligation, and fulfilling a duty, consider the cause first, or you are acting just like a slave and deserve your slavery.

GLOSSARY: LEGAL PHRASES AND TERMS

Within ***state-controlled legal documents*** words, phrases and terms are often mentioned. However, most are not taken from assumed common sources, but have been ***redefined*** and even operate within an ***assumed contract***.

The apparent words can actually be a ***word*** sourced from another dictionary, a ***label*** that has been classified, or a ***legal title*** within a contract or jurisdiction.

It is for this reason that ***Latin*** is the language of administration for all governments, to stop any confusion with what is written upon the page.

The following is a breakdown of what each mean:

Legal words

Apply: is derived from the ***Latin*** word ***applicare,*** which means ***"attached"***, ***"connect"*** or ***"join"***; therefore, within commerce to ***"apply"*** within ***form*** means to ***"join in contract"***.

- Note: by applying you have accepted all conditions within a unilateral contract, resulting in a higher authority granting you permission, which can be revoked.

Contract: a legally binding arrangement between two or more parties that creates enforceable rights and obligations; whereby something of value is exchanged, known as consideration.

Agreement: mutual understanding or arrangement between parties about their respective rights and duties where there is no consideration, which can be informal and not necessarily legally enforceable.

Legal: Complying with a policy agreed upon through contract, which can be an allowance or privilege, or following the rules within the agreement.

- Note: not-legal just means ***"no contract"*** and does not mean ***"not allowed"***, which would be ***"illegal"***.

Illegal: To violate a rule, policy, regulation or directive agreed upon through agreement or contract, often referred to as ***"breach of contract"***.

Breach: the action where one party fails to perform or does not fulfil their obligation within a valid contract.

Notice: Formal and legal communication usually within written documentation.

Compliance: Meeting legal requirements within an agreement; i.e. contract.

Possession: refers to the one who holds the controlling interest of the title allowing repossession and seizures.

Repossession: the action the party who holds the controlling interest of a title carrys out, to seize the title from the holder in due course.

- Note: you can only repossess something that you already own.

Seize: the right to take back control of a title from the one who was just holder in due course.

- Note: you can only seize something that you already own;, otherwise it would be theft as no right to seize exists.

Consent: An agreement through contract or trespass.

- For example: Consent makes the law.

Service: Formal delivery following policy, regulations or conditions within contract.

Account: Record or ledger of transactions, actions or obligations.

Statement: a summarised report or document that presents information from one or more accounts over a defined period.

Consideration: Something of value exchanged within a contract.

- Note: agreements do not have an exchange of consideration.

Performance: To carry out a duty and satisfy an obligation.

Interim: provisional and temporary arrangement until something permanent is established.

- For example: any legal document or financial instrument that is referred to as ***"interim"*** means that a temporary stand-in is being used until the original legal document is found or produced.

Obligation: a legal tie linking two parties, creating a duty enforceable by either contract or law.

Duty: The action required to satisfy an obligation.

Enforcement: To compel someone to carry out their duty to satisfy an obligation owed within contract, or obligation created through trespass.

If: The word ***"if"*** offers to introduce a condition or a contingency that must be satisfied before a certain legal effect can occur.

- For example: the conditions of ***"if"*** only applies if obligation has been accepted; in laymen's terms, ***"if"*** is an offer to contract.

Jurisdiction: The authority of the law being used either in contract or over a geographical area regarding trespass.

Liability: The legal responsibility or obligation of a one party to compensate for harm, damages, or losses caused to another party, either through breach of contract, tort or trespass.

Fine: a monetary penalty for violating policy, regulation, or rule usually within a ***unilateral contract***, which is imposed by the author of said contract, on to the violator.

Principal (Financial context): The original amount of money invested or loaned, excluding interest or profits.

- For example: the ***principal*** of a loan is the initial sum borrowed.

Offence: the act of violating a policy within a legally binding contract that results in a form of punishment being administered, usually a fine.

Tenancy: Having possession, or holding a title, that establishes the legal relationship between two parties, typically between a landlord and tenant concerning the rights involved over the use of accommodation.

Incident: an event or occurrence that has legal significance or lawful implications, such as a breach of contract, or trespass, which triggers legal rights or duties, such as compensation or atonement.

Claim: a formal assertion of a right or a demand for compensation for something that a person believes they are legally entitled to, such as money, property, or a right.

- Note: for any claim to have substance, the name of the claimant must be known, and either the contract or proof of trespass brought forth.

Fund: a sum of money that is set aside, allocated, or available for a specific purpose, which can be held privately or ***"off book"***.

- For example: a trust fund is money held by a trustee for beneficiaries, and a settlement fund is money used to pay damages or settle legal claims.

Invoice: a formal written document that a seller provides to a buyer once a contractual obligation has been satisfied, detailing the goods or services supplied and when, which precedes a bill.

- Note: an invoice can serve as a bill but is a request for payment with proof of record that details the sale, which can also be used as evidence of a debt or transaction in case of disputes.

Bill: a bill is a demand for payment based on an invoice or a statement of money owed, which is sent to a customer outlining what is due for products or services received.

- Note: an invoice is typically a ***request*** for payment sent before payment is due, whereas a bill is a ***demand*** for the amount due after or at the point of service.

Office: a legal position within a hierarchy created within a corporate body where specific duties and responsibilities are conducted, which are authorised by the creator of said corporate body.

Official: legally connected to an office, indicating a document, or action is recognised, authorised, or sanctioned by the governing body controlling the office.

- Note: if something is said to be official, then a prudent move would be to verify the origin of the office and the alleged authority behind it.

Instrument: a document written with precise language to serve as formal, legally binding evidence of a transaction, agreement, legal dispute, or obligation.

Presentment: formal process of presenting a document, such as a demand, bill of exchange, note, or draft, to hold the party accountable and to invoke their obligation under the instrument.

Article (publication context): a piece of journalistic or editorial content, which reflects the writer's opinions, analysis, or commentary rather than legally binding information.

- Note: flyers, junk mail and unsigned unsolicited letters are considered articles with no legal standing.

Article (legal context): refers to a specific section or clause within a formal legal document, such as a contract, statute, or agreement.

- Note: just making reference to an ***"article"*** is not considered sufficient enough to hold legal standing, as the underlining contract, linked to the article, must be presented.

Trespass (commerce context): the illegal intrusion or interference with another party's rights, primarily involving documents, property rights, or contractual obligations, due to not having the correct paperwork.

- For example: The unauthorised use or interference with another's confidential information, digital data, records, titles, legal boundaries or contractual rights without official court authority.

Legal labels:

The following are ***not*** words taken from the Oxford English dictionary, but ***labels*** that have been classified and operate within the system of ***state-controlled commerce***.

Person: a legal entity, such as an Ens Legis or corporation, which is the subject to the jurisdiction within legislation.

Property: within commerce it is the legal interest within title and not the physical object, such as a car or house.

Custodian: a person or organisation entrusted with the legal safekeeping and management of a property title on behalf of the holder of the controlling interest or equitable title.

Defendant: a position in court via general appearance of one who has accepted both cause and obligation, and are now in court to defend why they have not carried out their duty.

Respondent: a position in court via special appearance to only hear the claim made against them and the evidence to support said claim, whereby obligation and duty has not been accepted.

Appellant: a person, party, or legal entity who appeals a court decision to a higher court within the courts of appeal system.

- Note: the appellant is challenging the ruling or judgment made by a judge within a lower court, seeking its reversal, modification, or new trial.

Keeper: someone who holds a custodial or supervisory position regarding another person's property, but does not equate to owning the property, or holding the legal controlling rights.

Officer: a position within a legally constructed corporate hierarchy whereby the person who holds office is granted limited authority from the one who created said office.

- Note: their title would indicate their position within the hierarchy of the office, such as ***"Mr"*** or ***"Police"***.

Principal (Legal context): The party who authorises another party, known as the agent, to act on their behalf in dealing with a third party.

Agent: the party authorised to act on behalf of another party, known as the principal, in legal or business matters.

Representative: a representative is a person who acts or speaks on behalf of another party, often to carry out tasks, make informal decisions, or communicate the interests of the entity they represent.

- Note: the difference between a ***representative*** and an ***agent*** is the agent is legally authorised to act and bind the principal in specific matters, but the Representative does not have formal or legal authority to make binding decisions.

Occupier (holder in due course): Often referred to as ***"legal occupier"***, refers to a person or entity that holds the legal title of a property or asset allowing user rights.

- Note: the controlling interest and equitable title stays with the owner of the property or asset, and is not related to, or in the possession of, the occupier.
- Although, the occupier has possession of the title, the owner can repossess or take back control of said title.

Occupier (holds a position): an entity who occupies a position or office within a property for the purposes of conducting commerce in a commercial capacity.

- Note: the occupier does not have possession of the property or asset, and is not the same as the owner.

Resident: the party who holds the legal title to use a property or asset that does not belong to them, and can be based at said property, or within a jurisdiction, for the purposes of commerce.

Phrase:

Without prejudice

The legal phrase ***"without prejudice"*** means that a statement, offer, or communication is made without affecting the legal rights or claims of the parties involved.

It is often used in negotiations, settlements, or legal discussions to indicate that what is said or offered cannot be used as evidence against a party if the case goes to court later.

For example: if parties are negotiating a settlement ***"without prejudice"***, they can speak freely and make offers without fear that their words will be used against them in court.

This means all parties within a dispute can conduct open discussion and settlement without risking the loss of legal rights or the ability to pursue claims later.

Deemed service

The word ***"deem"*** means to regard, consider, assume, ponder, or treat something as being a certain way, but is actually not.

Within a legal context, ***"deemed"*** is often used in an attempt to establish an assumption or interpretation as a legal or formal contract, where one did not original exist.

The word ***"service"*** refers to the act of delivering or providing something of value, based on a pre-existing contract supported by either an offer or an order.

If the service is considered ***"deemed"***, then there is no underling contract and therefore no obligation to pay consideration.

Note: if there was an original underlining contract, then a ***"deemed"*** contract would not be necessary, as the original contract would be brought forth in any claim.

In default

The legal term ***"in default"*** means failing to fulfil a legal obligation or meet a deadline, which can lead to legal consequences like court judgments, fines, or debt repayments.

For example: if a defendant in a lawsuit does not respond to a summons or claim within a designated time frame, they are considered in default.

Failing to respond to written notices or make payments as agreed can also result in being in default, which can then lead to legal consequences.

Although a default can be legitimate, some nefarious agencies will invent a cause and send you an alleged claim hoping you will ignore their documents to create a default.

They are attempting to skip past the alleged cause and focus on a new default that has caused a new obligation to base their case upon.

For example: the police will send an alleged speeding offence without evidence, and if you do not respond in time, you are now in default and prosecuted for not supplying the driver's name.

This is why it is prudent to always respond to any claim and enquire to the position the claimant has alleged you are in, to stop this underhanded tactic.

Litigant in person

Litigation is the legal method of resolving disputes by taking the accused party to court, as the formal and final stage within an official dispute resolution process.

A "***litigant"*** is the named party directly involved within the claim or lawsuit, meaning the person who sues and the person who gets sued are both litigants.

A "***litigant in person"*** is an individual, company, or organisation lacking legal training, who attends court without legal representation from a lawyer, solicitor, or barrister.

Once a litigant in person is known to the judge, they are supposed to follow legislative guidelines and consider the disadvantaged position the litigant is in, such as:

- Ensure a fair balanced trial, known as ***"equality of arms"***.
- Prevent procedural or technical ambush, known as ***"trial by ambush"***.
- Allow for reasonable correction of errors, omission, or procedural mistakes.

This means that someone who is not legally trained should not lose a case because the lawyer or barrister has a better understanding of the administrative process of the court.

Attorney-in-fact

Legally, an ***"attorney-in-fact"*** is a person authorised to act on behalf of another person through a legal document called a ***"power of attorney"***.

This individual is granted specific powers to perform certain acts or make decisions for the principal, who is the person who grants the authority.

The ***attorney-in-fact*** acts as an ***agent*** but does ***not*** need to be a licensed attorney; however, their authority is limited to what is specified in the ***"power of attorney"*** document.

Pursuant to statute

The word ***"pursuant"*** originated in ***Middle English*** around 1150 - 1500, and is derived from the ***Anglo-Norman*** and ***Old French*** word ***poursuiant***, meaning ***"following"*** or ***"chasing"***.

Over time it began to mean ***"in pursuit of"*** before evolving into its modern legal and formal usage today meaning ***"in accordance with"***.

The word ***"statutory"*** relates to the ***Latin*** word ***statutorius,*** which means ***"to set up"*** or ***"establish"***.

Therefore, ***"pursuant to statute"*** means ***"in accordance with what has been set up and established"***.

However, if the ***cause*** of the ***alleged obligation*** is ***unknown***, then nothing has yet been ***established***, and therefore it ***cannot*** be acted upon or ***pursued***.

Note: for an allegation or claim to act ***"within the pursuant to statute"***, the underlining contract must be produced that ***invoked*** and supports the ***statutory*** policy or act.

Many people fall into the trap of not questioning their ***alleged position*** in the matter, and just accept the ***cause***, and agreed to carry out their duty to satisfy the claimed obligation.

Legal requirement

A legal requirement is a rule, policy, or obligation established by ***contract*** that an individual, organisation, or entity is duty bound to follow.

Said legal requirement, or obligation, is ***enforceable*** due to the consent given regarding the ***underlying contract***, whereby failure to comply can result in penalties, fines, or other legal actions.

When receiving any documentation where a statement is given that you have failed a ***"legal requirement"***, the author has notified you that you are in contract with them, but failed your duty to perform.

Such documents can be in relation with the following:

- Safety standards
- Tax payments
- Licensing
- Regulations
- Traffic tickets

The details of the ***"legal requirement"*** must be supplied once requested so the one responding to the claim can ascertain their ***position*** within the alleged contract.

Note: it is your right, if you choose to take it, to give the one making the claim notice to supply you with the evidence of the alleged legal requirement, within a set timeframe, usually 30 days.

If no proof of ***"legal requirement"*** can be supplied, then the original claim was false, causing an obligation to pay damages that the one making the claim is now duty bound to pay.

Regulatory matter

A ***"regulatory matter"*** is similar to ***legal requirement***; however, it is referring to specific regulation that was contractual agreed to by all parties involved.

When questioned over a regulatory matter, the regulation must be quoted in full, to determine your alleged position.

Furthermore, the underlining contract would need to be referenced to establish that the regulation in question has been agreed to, and therefore applies.

Subject to tax

In commerce, the term ***"subject to tax"*** means that a particular transaction, product, or service is liable for taxation according to a secondary tax contract made prior to the new business transaction.

When something is ***"subject to tax"***, it indicates that a third party is involved, such as the government, who has the legal right to impose taxes on an item or contractual activity.

This is done by three ways:

- You are selling a government asset: A registered property
- You are using a government service: An agency
- You are operating within a governmental jurisdiction: Statute code or regulation

To determine what ***"subject is being taxed"*** you must first determine one of the following:

- The legal title you are using
- The jurisdiction
- What registered title is attached to the item, which is being purchased or sold

In all cases you will be using a ***legal title*** as the ***"holder in due course"***; however, you still have the right to see the original underling contract that produced the ***"tax bill"***.

Underlining Contract

An underlying contract refers to a primary or foundational agreement upon which other agreements or arrangements are based.

It is often used as a framework within derivatives, securities, mortgages, loans, or other layered contractual arrangements.

For example: within a mortgage agreement, the signee agrees to the underlying contract of being the creditor, and a secondary or layered contract of being the debtor.

Note: it is prudent to always ask for the underlying contract as you may only be sent a layered contract instead, which does not give you all the information you need to ascertain your true position.

THE GRAMMATICAL RULES OF ENGLISH

To be able to read and understand any legal document the reader must know the ***language*** being used and the ***dictionary*** the words are referenced.

Once the ***language*** is known, the grammatical rules of said language can now be applied to the document.

Once the ***dictionary*** is known the meaning behind the words can now be verified.

Without knowing these two most basic and fundamental facts, the reader will be unable to ascertain what the document is, and determine their position within any claim of contract.

Note: although once the language and dictionary are known, the reader must question the author of the document to highlight any confusion regarding what are ***words***, ***labels*** and ***legal titles*** within the text.

Grammatical Rules of English

The English Language is ***not*** owned by anyone or any group; it is ***"open source"*** and free to be used by anyone without restriction or censorship, and ***cannot*** be claimed.

It is for this reason that there is no jurisdiction placed upon any language, which means it ***cannot*** be policed, regulated or controlled with any threat of financial or corporal punishment.

Although language does adapt and change over time, through interactions and culture, no one has the right to redefine a word, as the ***origin*** of the word is the true and accepted foundation of the meaning.

Any attempt by anyone trying to redefine words should result in dismissal of the attempt, as it is a fool's folly to even try.

Words

Words are the basic descriptive building blocks of a language and are used in speech and writing to describe and convey a meaning.

Most modern written languages today are not ***recognised*** as a sign, but are ***read*** similar to music, requiring the knowledge of the alphabet to convey the sounds of each letter.

Sentence Structure

A basic sentence typically follows the order of a ***Subject*** first, then a ***Verb*** followed by an ***Object***.

For example: ***"She (subject) reads (verb) a book (object)."***

Sentence Types

There are four main types of sentences, based on their purpose and structure.

1. ***Declarative:*** Makes a statement.

- For example: ***"The sky is blue."***

2. ***Interrogative:*** Asks a question.
    - For example: ***"Do you have the contract?"***
3. ***Imperative:*** Gives a command.
    - For example: ***"Close the door."***
4. ***Exclamatory:*** Shows strong emotion.
    - For example: ***"What a beautiful day!"***

Nouns

A noun is a word that names a person, place, thing, or idea, and is a part of speech used to identify a specific object or concept. Such as:

- ***Person:*** teacher, John, doctor
- ***Place:*** park, city, school
- ***Thing:*** book, car, apple
- ***Idea:*** freedom, happiness, love

Pronouns

Pronouns replace nouns to avoid repetition within a sentence.

For example: once the subject's name is used, the sentence will switch to pronouns, such as he, she, they, them and it.

Within the English language, pronouns refer to three classifications of gender; male, female and neutral.

The neutral classification is usually used when a group of both, males and females, are being referenced, but can also be applied to the individual.

For example: ***"They all went to the party."***

It is the language that is gendered, and ***not*** the item or person the language is being used in reference.

This means it is the person's sex that changes how the language is used.

For example: if a man buys a handbag, it is ***his*** handbag. If he then gives it to his wife as a present, it becomes ***her*** handbag.

The handbag itself did not change, just the sex of the owner, and therefore the language adapted to suit.

Note: no one can make laws regarding how language is used, but can offer policy within agreement allowing censorship and punishment for violation, once jurisdiction has been accepted.

Verbs

The word ***"verb"*** comes from ***Latin verbum*** meaning ***"word"*** via Old French, meaning ***"word"*** or ***"speech"***, and entered Middle English in the late 14th century.

A verb is a word that describes an action, occurrence, or state of being, and describes what the subject does or what happens to the subject. Such as:

- ***Action:*** run, jump, write, eat
- ***Occurrence:*** happen, occur, become
- ***State of being:*** is, am, are, was, were

Adjectives and Adverbs

The word ***"adjective"*** comes from ***Latin nōmen adjectīvum*** meaning ***"beside"*** or ***"additional name"***.

Adverb means to ***"add a word"***, hence ***ad-verb***.

The main difference between an ***adjective*** and an ***adverb*** is what they describe, and how they function within a sentence.

An ***adjective*** describes or modifies a ***noun***, such as a person, place, thing, or idea, and gives more information about the noun.

For example: The ***red*** car is fast: the word ***red*** is adding description to the noun ***"car"***.

An ***adverb*** describes or modifies a ***verb***, ***adjective***, or another ***adverb***, and provides more information about how, when, where, or to what extent something happens.

- The ***red*** car is fast: the word ***red*** is adding description to the car: ***adjective***.
- The red car is ***fast***: the word ***fast*** describes the car: ***adjective***.
- The red car is ***very*** fast: the word ***very*** modifies the adjective ***fast***: ***adverb***.

Adjectives describe nouns such as:

- Red
- Tall
- Happy
- Beautiful

Adverbs modify verbs, adjectives, or other adverbs such as:

- Very
- Quickly
- Extremely
- Amazing

Tense

A tense is a grammatical way to express the time when an action or event occurs; past, present, future, or a general truth.

The use of a tense within a sentence indicates whether something happened in the past, is happening now, or will happen in the future, such as:

1. ***Past Tense:*** Indicates an action that has already happened.
    - For example: She ***walked*** to school.

2. ***Present Tense:*** Indicates an action happening now or a general truth.
    - For example: She ***walks*** to school, or a general truth: ***"Water boils at 100°C"***.
3. ***Future Tense:*** Indicates an action that will happen.
    - For example: She ***will walk*** to school.

Articles

In English grammar, an article is a word used before a noun to specify or clarify what the noun refers to.

Articles help indicate whether the sentence is referencing something specific or something in general.

There are two types of articles:

1. ***Definite Article:*** ***"the"***
    - Used when referring to a specific noun that both the speaker and listener, or author and reader, know about.
    - For example: ***The*** dog chased ***the*** ball: Both parties know ***which dog*** and ***which ball*** are being talked about.
2. ***Indefinite Articles:*** ***"a"*** and ***"an"***
    - Used when talking about a non-specific noun, or something not previously mentioned.
    - For example: I saw ***a*** dog in the park: any dog, ***not*** a specific one.

The use of grammatical articles within ***informal*** documents such as newspapers, magazines and flyers, requires the reader to under or ***assume*** what the nouns refer to, which has little risk.

However, within legal documents, such as agreements and contracts, ***assumption*** should never be used, as noun modifies can change the meaning of what is written to what you ***assume*** is written.

For example: Placing the word ***"the"*** in front of a noun can become a modifier of the noun, changing the meaning from a word to a possible ***label***, or even ***legal title***, such as:

- The resident
- The occupier
- The taxpayer

Prepositions

Prepositions are words that show the relationship between a noun or pronoun, and other parts of a sentence, and often indicate such things as direction, place, time, cause, manner, or possession.

They are usually followed by a noun or pronoun, which is called the ***"object"*** of the preposition, such as:

- ***in*** the house
- ***on*** the table
- ***before*** dinner
- ***with*** a smile

- ***by*** the river
- ***about*** the movie

Within the grammatical rules of English, and more importantly within ***legal documents***, prepositions help connect ideas, claims and ***positions***, and clarify relationships within sentences.

They are typically used as part of a prepositional phrase, which includes the preposition and the object it is referring to, which provides additional information about the action or subject.

This can indicate what your position is within a legal claim or dispute, whether it is founded or unfounded.

For example: ***"The resident of the dwelling is legally bound to pay."***

It is a prudent move to challenge any assumed position within a legal document, for if not you will hold the position of someone with no authority, and will have already lost.

Subject-Verb Agreement

Subject-Verb Agreement refers to the rule within the English language that the ***subject*** of a sentence and the ***verb*** must agree in number.

This means that if the subject is singular, the verb should be singular; if the subject is plural, the verb should be plural.

1. Singular subjects take singular verbs.
    - For example: ***The cat runs fast:*** Singular subject ***"cat"***, singular verb ***"runs"***.
2. Plural subjects take plural verbs.
    - For example: ***The cats run fast:*** Plural subject ***"cats"***, plural verb ***"run"***.
3. When the subject is a compound subject joined by ***"and"***, use a plural verb.
    - For example: ***My brother and sister are coming:*** Compound subject, plural verb.
4. When the subject is singular and joined by ***"or"*** or ***"nor"***, use a singular verb.
    - For example: ***Either the doctor or the nurse is responsible: "is"*** is the singular verb.
5. Indefinite pronouns, such as everyone, each, someone, are usually singular and take a singular verb.
    - For example: ***Everyone is invited***.

Note: compound subject is a ***subject*** in a sentence that consists of two or more individual words or phrases joined together, usually by a conjunction like ***"and"***, ***"or"***, or ***"nor"***.

Modifiers

In grammatical terms, a modifier is a word, phrase, or clause that provides additional information about another word in a sentence.

A modifier helps to clarify, describe, or give more detail about the word the author of the document is modifying.

Types of Modifiers:

- ***Adjectives:*** Modify nouns or pronouns.

- ***Adverbs:*** Modify verbs, adjectives, or other adverbs.

Phrases used as modifiers:

- ***Adjective phrases:*** The book on the table is mine: ***"on the table"*** modifies ***"book"***.
- ***Adverbial phrases:*** He arrived in the morning: ***"in the morning"*** modifies ***"arrived"***.

Clauses used as modifiers:

For example: ***"The person who called yesterday was a stranger"***: The clause ***"who called yesterday"*** modifies ***"the person"***.

Modifiers add detail but should be placed carefully to avoid confusion, with misplaced modifiers leading to ambiguity or awkward sentences, which should be verified before proceeding.

For example: A ***"jury trial"*** vs a ***"trial by jury"***.

- ***Jury Trial:*** The word ***jury***, placed before ***trial*** has modified the word ***trial***, which may have now become a ***label*** that can now be ***classified*** by the author.
- ***Trial by Jury:*** The word ***jury*** has modified the word ***trial*** with the sentence stating it is ***by the jury***.

It is therefore recommended to place modifiers close to the words they describe to avoid confusion, and for the reader of any document to see them within the text, especially when viewing a legal document.

Space within Text

A space is generally considered ***"whitespace"*** or a separator rather than a traditional punctuation mark.

While it functions similarly to punctuation by separating words to guide reading, it is technically categorised under ***typography*** or layout rather than ***grammatical punctuation***.

In short, a space acts as a blank area to structure text.

The introduction of a single spaces to separate words in English writing was first introduced by ***Irish*** and ***Anglo-Saxon*** monks during the 7th and 8th centuries AD.

Today, in ***English grammar*** and ***typography***, the primary role of a ***single space*** is to separate words, punctuation and other elements to improve readability and clarity.

After punctuation marks such as ***periods***, ***commas***, ***colons*** and ***semicolons***, a space is usually added before the next word to signal the ***end*** of one element and the ***beginning*** of another.

In formal writing and legal documents, a ***single space*** after punctuation is standard, ensuring the text confirms with the grammatical rules of English and ***recognised styles***.

Note: Modern style guides, such as ***American Psychological Association***, ***Modern Language Association*** and the ***Chicago Manual of Style*** recommend using only one space after punctuation.

Using more than one space is generally discouraged, because it can disrupt the uniform appearance of text and is not aligned with current style standards.

Punctuation Symbols

Punctuation symbols are marks used in writing to separate sentences, clarify meaning and make text easier to read.

They help show pauses, stops, questions and other nuances in writing; and are an important part of the information written within text that needs to be understood by the reader.

Writing a document with text only and omitting any form of punctuation can make determining the language being used almost impossible, rendering the document incoherent to read.

Here is a list of common punctuation symbols used in English, along with their meanings and typical uses:

Period .

A full stop, also known as a period, is used at the end of a sentence to show that the sentence is complete, and can indicate a pause before starting a new sentence.

Additionally, a period is used in abbreviations and in some numeric formats.

For example: ***"Dr."*** for doctor or ***"etc."*** for the ***Latin*** phrase ***"et cetera"***.

However, the primary function of a period is to signal to the reader that a thought or statement has concluded.

For example: ***"The end of this sentence will have a period as the statement is now concluded."***

Comma ,

A comma separates items in a list, usually after introductory words, before combinations in compound sentences, or to set off non-essential information.

They help clarify meaning, separate elements, and improve readability; the proper use of commas depends on the sentence structure and context, such as:

1. ***Separating items in a list***
    - For example: ***"I bought milk, fish, steak and eggs."***
2. ***Before coordinating conjunctions in compound sentences***
    - When connecting two independent clauses with words like and, but, or, nor, for, so, yet, use a comma before the conjunction.
    - For example: ***"I went for a drive, but it started to rain."***
3. ***After introductory words or phrases***
    - Place a comma after introductory words, phrases, or clauses at the beginning of a sentence.
    - For example: ***"Yes, I will attend the conference."***
4. ***Setting off non-essential information***

- Use commas to enclose additional information that can be removed without changing the main meaning of the sentence.
- For example: ***"My grandma, who lives in Canada, is visiting us next week."***

5. ***With adjectives***
    - When two adjectives equally describe a noun, they are separated by a comma.
    - For example: ***"It was a long, exhausting trip."***
6. ***With direct quotes***
    - Use a comma to introduce or interrupt a direct quotation.
    - For example: ***She said, "I'll be there for five."***

Semicolon ;

The semicolon serves specific grammatical purposes and is primarily used to connect closely related independent clauses, but it can also be used to separates items in a complex list.

It acts as a pause which is stronger than a comma, but weaker than a period; it enhances sentence flow by linking ideas directly.

Also, when two independent clauses are closely related in thought and the author wants to connect them without using a connecting word like ***"and"***, ***"but"***, or ***"so"*** a semicolon is used.

For example: ***"I wanted to go for a spirited drive in my car; it was a sunny day outside."***

Colon :

The function of the colon is to introduce or emphasise information that directly follows text, such as a list, explanations, facts or clarifications.

It acts as a signal that what comes next elaborates, specifies, or adds information to what was mentioned before.

Although what follows a colon is not always a fact, the information is linked to what was written before, and can be an element of a truthful statement or sentence.

The colon used within or immediately following a name is used to indicate a direct relationship, such as separating a title from a subtitle.

For example: ***"this example is an example of how a colon is used."***

Within commerce it can be extremely difficult to determine what is written are words, labels or legal title, and what appears to be a name, maybe in fact a legal title.

Therefore, a colon can be used to break up what appears to be a name, so it cannot be used as a legal title.

For example: ***"Bob: of the family Smith."***

Question Mark ?

A question mark is a punctuation symbol that is used at the end of a sentence to indicate that the sentence is a question.

The question mark signals to the reader that the sentence is asking for information or seeking an answer, and helps distinguish questions from statements or commands.

Here are some examples:

- ***"What is your name?"***
- "***Do you have the contract that supports the bill?***"
- ***"Where is the evidence that backs your claim?"***

One of the best techniques within constructing a legal document is to based it on a series of questions, rather than statements or claims.

Note: the burden of proof is always on the one making the claim; the burden of proof is always on the one being questioned.

Question marks are perfectly acceptable within legal documentation, as they can be used within negotiation, but should ***not*** be used within a contract, as all question should have been answered before signing.

Exclamation Point !

An exclamation point, also known as an exclamation mark, is a punctuation symbol placed at the end of a sentence.

It is used to express strong feelings or emphasis in a sentence and is commonly used to indicate excitement, surprise, anger, or commands.

Here are some examples:

- ***"Wow! That was amazing!"***
- ***"Watch out!"***
- ***"I can't believe it!"***

The exclamation point helps convey the ***tone*** and ***emotion*** behind a statement, making the meaning clearer to the reader.

This form of punctuation is perfectly acceptable within ***informal*** articles, such as newspapers, magazines and books of fiction, where ***entertainment*** is the main goal of the article, and ***not information.***

An exclamation point is used in storytelling, ***not*** conveying information.

Within legal documents, including agreements and contracts, it is only information that is pertinent and ***not*** emotional feelings, as tone of the document is irrelevant.

It is for this reason, and best practice, that emotions and exclamation marks are not used within formal notices and agreements; and are best avoided entirely within contracts.

Note: when writing official legal documentation, it is advisable to completely remove yourself from the document, and refer to the third person.

Apostrophe ‘

The apostrophe is used in English to show possession, form contractions and sometimes for plurals of letters or symbols; and helps indicate ownership or omitted letters in words.

1. ***Possession***
    - For singular nouns: Add an apostrophe before s.
    - For example: ***“The man’s car is fast.”***
    - For plural nouns ending in s: Add the apostrophe after the s.
    - For example: ***“The researchers’ projects are under development.”***
2. ***Contraction***
    - Combine two words by omitting certain letters and replacing them with an apostrophe
    - For example: ***“do not = don't”*** or ***“it is = it's”*** or ***“they are = they're”.***

Although contractions are acceptable within ***informal*** documents, such as magazines and books of fiction, for the use of storytelling, it is not good practice to use in formal and legal text.

Quotation Marks “”

A quotation mark is a punctuation symbol used to indicate that the words enclosed are a direct quote from ***someone else***, which could be from a speech, or specific text within a document.

It helps to show that the words are ***not*** the writer's own, but are taken directly from ***another source***.

Primary uses of quotation marks are as follows:

1. **Enclosing direct speech or dialogue:** To show what someone exactly said.
    - For example: She asked, ***“I have a warrant to search this house.”***
2. **Quoting text or sources:** To include a passage or phrase from a book, article, or speech.
    - For example: The newspaper article stated, ***“Climate change is a pressing issue.”***
3. **Highlighting titles of short works:** Such as articles, poems, songs, or chapters.
    - For example: I loved the poem ***“The Road Not Taken.”***
4. **Indicating irony, scepticism, or special meaning:** To signal that the word or phrase is used in a special or non-literal sense.
    - For example: The MP said ***“taxes help fight climate change”***, but I’m not convinced.

Double quote marks ***(“text”)*** are most commonly used, with single quote marks ***(‘text’)*** often used for quotes within quotes or in certain style guides. However, this can be reversed within ***American English*** and ***English***.

Whichever type used, they mark the beginning and end of direct speech, text, quotations, or titles, helping to clearly distinguish ***someone else’s words*** or ***specific text*** from the rest of the writing.

Although useful within legal documents, to help clarify confusion with a previous correspondence, they can be used to ***deceive*** the reader who is illiterate and ***not*** understanding of the grammatical rules.

For example: When writing a letter to a doctor for information regarding the effectiveness and safety concerns regarding a medical procedure, the reply may go something like this:

Doctor: Thank you for your query, which I am happy to help you with. As I am a ***"specialist"*** regarding this medical procedure, I can assure you that ***"experts"*** have studied this and have come to a consensus that the ***"vaccine"*** is both ***"safe"*** and indeed ***"effective"***.

- ***"Specialist"***: it is ***not*** the doctor making this claim, as the source is ***not*** him.
- ***"Experts"***: Who says they are experts, who are they, and what are they experts of?
- ***"Vaccine"***: It is ***not*** the doctor calling the medial procedure a vaccine, but someone else, who could redefine the meaning ***"vaccine"***.
- ***"Safe"***: Safe for whom? The doctor administrating it, or the one who was just injected?
- ***"Effective"***: Effective at what? Causing pain and swelling, headaches, nausea, blood clotting and then death?

It is for this reason that whenever you receive any formal documentation that uses quote marks, you should ***never*** assume what they mean, but instead question the author to clarify.

Furthermore, as quote marks are used to highlight a ***different source*** of information than that written by the original author of the document, they ***cannot*** be used in a contract, as it violates the 4 corners rule.

Hyphen -

Within the long history of a particular language, words are often combined together, and sometimes shortened, to create a new word.

The hyphen is the punctuation mark that indicates a new compound word written within the text by the author.

The following methods are used for contractions and to create compound words.

Compound Word

A compound word is a single word made up of two or more words combined to create a new word with a specific meaning.

1. The new word can be written as one word.
    - For example: ***"toothpaste"***: a compound word made from the word tooth and paste.
2. The new word can be written as two separate words.
    - For example: ***"Police officer"***: the words police and officer and connected via a space.
3. The new word can be written as a hyphenated word.
    - For example: ***"mother-in-law"***: the words mother, in and law are all now connected through a hyphen.

The purpose to compound words is to express a new concept or object by combining words.

Another way to compound a word is by way of a contraction, which is usually signified with the use of an apostrophe.

However, over time as the language adapts through use and in culture, an original compounded word or contractions may drop punctuation marks, letters and spacing to create a new single word, such as:

- Kingdom: ***"king"*** – ***"dominion"***
- Freedom: ***"Free"*** – ***"dominion"***
- Surname: ***"Surety"*** – ***"name"***

Dash —

In English, the dash symbol is used to add emphasis, introduce additional information, or set off parts of a sentence.

There are two main types:

1. ***The em dash***, which is the longer one, is commonly used to insert pauses, emphasise a point, or replace parentheses or commas for a more dramatic effect.
    - For example: ***"She was late—again."***
2. ***The en dash***, which is the shorter one, is often used to indicate ranges, such as numbers or dates.
    - For example: ***"Pages 10 - 20." There was a long dash***

Ellipsis ...

The ellipsis is a punctuation mark of three periods in a row, which is used to indicate the omission of words, a pause, or unfinished thoughts.

It is often used in quotations to show that part of the original text has been left out.

Additionally, the ellipsis can convey hesitation, suspense, or an incomplete thought in writing, especially in storytelling and books of fiction.

When used to show omission, it helps make quotations shorter or more concise, while in creative writing, it adds a sense of trailing speech or uncertainty.

For example: ***"I was thinking… maybe there is no contract."***

Although this punctuation can be used within formal documents, usually to show omission within quotations, it should not be used in any official legal documentation or contracts, as omission could invalidate the legality of said document.

Slash /

In English, the slash symbol is used mainly to show options, represent fractions or ratios, and sometimes in abbreviations or poetic line breaks.

It indicates choices, parts of a whole, or related terms, but in formal writing the use of the slash symbol is discouraged as it is often more clear to use words like ***"or"*** instead.

Here are some examples:

1. **Indicate alternatives or choices**

- The slash often shows that either of two, or more options can be used, and functions like ***"or"***.
- For example: ***"Please bring your parent/guardian to the meeting."***: Either a parent or guardian.
- The term ***"and/or"*** is often written with slashes to indicate either or both options.

2. **Denote fractions or ratios**
    - The slash is used in mathematical expressions and measurements to represent fractions or ratios.
    - For example: ***"The recipe calls for 1/2 cup of sugar."*** or ***"The ratio of students to teachers is 20/1."***
3. **Abbreviations and shorthand**
    - Sometimes, the slash is used in abbreviations or shorthand to combine related words or concepts.
    - For example: ***"Turn the a/c on to stay cool in this hot weather."***
4. **Separate lines in lyrics**
    - In informal song writing or poetic contexts, a slash can indicate a line break or separation within lyrics, however this is not good practice in formal writing.
    - For example: ***"Roses are red / Violets are blue."***

Parentheses ( )

Parentheses, sometimes referred to as ***"round brackets"*** are used to set off additional information, or clarifying text of a sentence.

They are used to include extra information, explanations, or afterthoughts that are ***not*** essential to the main sentence, or overall document.

The information with the parentheses is usually considered secondary additional information supplied and written by the author, and not part of the primary message.

For example: ***"The taxpayer (after filing in the form) is duty bound to pay."***

Although parentheses can be used in legal documents, it is best avoided within contracts; however, they can be used with Acronyms and Initialisms in formal agreements.

Brackets [ ]

In the grammatical rules of English, brackets, which are often referred to as ***"square brackets"***, to stop confusion with ***"round bracket"***, function similar to parentheses.

Similar to brackets they are mainly used to clarify, edit, or add information within quoted material or in technical writing.

However, the information within the brackets may have come from a ***different source*** and ***not*** from the original author of the document.

Furthermore, the ***"square bracket"*** is based upon the ***"four corner rule"*** of contract law from Ancient Rome, whereby anything within ***"4 corners"*** or ***"box"*** should ***not*** be considered part of any legal document or contract.

It is for this reason that the use of brackets within any legal text should be questioned, and within a contract, should be rejected.

Capital Letters

The English language uses a 26-letter alphabet, which is approximately 500 years old, and uses both lower-case and upper-case letters, with the latter being referred to as capital letters.

There are rules and best practices for using capital letters in sentences, which is dependent on what type of document is being written, usually either an article or contract.

- An article is a written document that just provides information, analysis, or commentary on a particular topic, and has no legal standing or legal relevance.
- A contract or legal agreement contains specific terms and conditions with the signatures of the involved parties, and has legal standing.

The rules for using All Caps in a Sentence are as follows:

Emphasis

Using all caps is often used to emphasise a word or phrase, similar to shouting or strong emphasis in ***informal*** writing.

For example: ***"I LOVE this song!"***

The use of all caps as an emphasis would be seen in ***non-legal text***, such as magazines, comic books and other disposable media as misinterpreting the text would not be considered a legal problem.

However, the use of all caps should ***not*** be used in any formal or legal documentation or paperwork as confusion of what is written would cause a critical ***conflict*** within any ***legal*** agreement.

This means that this type of use regarding all caps, should only be used in articles and not legal documents; otherwise, any proposed legal document must be either treated as an article or rejected.

Acronyms and Initialisms

Within formal documents and even many articles, all caps are typically used within a sentence for acronyms and initialisms.

An ***acronym*** is an abbreviation formed from the initial letters of other words and pronounced as a word.

For example: **NASA, NATO, SCUBA, LASER**

An ***initialism*** is formed when you combine the first letters of a phrase but pronounce the individual letters.

For example: **NHS, BBC, FBI, ATM, CEO**

Within a formal document, when an ***acronym*** or ***initialism*** is used for the first time, the words that are represented by each letter must be stated, or it can lead to confusion.

If all cap letters are displayed within a legal document, but details explaining the meaning behind the acronyms or initialisms has been excluded or omitted, the validity of the document is now in question.

Within commerce, to challenge the author over the irregularity of their document, would be a prudent move.

Headlines and Titles

All caps are sometimes used in headlines, titles, or headings for visual impact, but this is more common in casual print or design than in regular writing and formal documents.

For example: **BREAKING NEWS: EARTHQUAKE STRIKES CITY**

Although it is acceptable for a tabloid newspaper to use all capital letters this way, it is recommended to avoid using all caps for entire sentences in formal writing, and especially contracts.

Writing full sentences in all caps is generally discouraged in formal or professional writing because it can be perceived as a discrepancy or regulatory, voiding the document.

For example: **THIS IS NOT APPROPRIATE IN FORMAL WRITING**.

Because of the confusion surrounding emphasis, acronyms or initialisms within unsolicited mail, the document should be returned under the grounds that it cannot be read, until clarification.

For example: the meaning behind **THIS IS YOUR FINAL WARNING** and **YOU ARE SUMMONED TO COURT** cannot be determined and therefore addressed, until clarification by the author.

Therefore, in your own formal writing, it would be advantageous to use the standard capitalisation rules, such as the first word of a sentence and title, when appropriate.

- All caps could be emphasis, acronyms, initialisms or titles.
- Avoid using all caps for entire sentences in a formal context.

Underlining

Underlining something means to draw a line underneath the text to highlight it, and is a form of formatting used to draw attention to a specific word, title or phrase.

Similar to using all caps, to underline text is to emphasise important words or titles.

Although using both ***all caps*** and ***underlining*** is acceptable within ***informal***, non-legal and casual documents, such as newspapers and magazines, it is ***not*** recommended within contracts.

Within legal documents, including agreements and contracts, it is wise, and in some cases, essential to ***title*** the type of document it is, whereby the ***title*** can be ***underlined*** if the author chooses so.

- Bill
- Receipt
- Order
- Invoice
- Deed

- Certificate
- Affidavit

The font size of the title can be larger than the body of the text, which is usually done to signify the separation of the documents ***title*** and ***body*** of the ***text***.

Capital letter pronoun

The word ***capital*** comes from the ***Latin*** word ***capitale***—which is related to ***caput***, meaning ***"head"***—and evolved into the ***Medieval Latin*** word ***capitālis***, meaning ***"of the head"***, used to describe subjects that are ***"chief"***, ***"principal"*** or ***"leading"***.

For example: a ***captain*** is leader of the ship and also responsible for the ***capital*** on board, referring to the ***monetary*** value of the cargo, which originated from the term ***"head of cattle"***—meaning money.

In the ancient historical context of manuscripts and inscriptions, large or ***"head"*** letters were used at the beginning of text, titles, or important sections to indicate status and prominence.

In ***Latin,*** the word ***capitale*** refers to something of primary importance, which can be something at the ***"head"*** of text or section within a document.

The modern-day alphabet, which is officially referred to as either ***"Latin script"*** or ***"Roman alphabet"***, evolved from a ***symbolic alphabet*** in which objects were drawn representing the word.

For example: a man would be drawn as a man, then overtime lost the arms and legs, with just the dot and vertical line representing the head and body remaining, which resulted in the creation of the letter ***"i"***.

Overtime, this ***symbolic alphabet*** became the early ***Latin alphabet***, from around the 6th or 7th century BCE.

The early ***Latin*** language had two alphabets—one upper-case and one lower—with the upper-case showing importance, especially with formal inscriptions created by the Patricians.

The lower-case was considered for use within non-formal and trivial everyday documents, as used by the plebians.

Consider the use of upper-case for the upper-class, and lower-case for the lower-class, although both alphabets merged overtime to create the modern-day English language and alphabet.

Capital Letter I

In English, the letter ***"I"*** is always capitalised when used as a pronoun, regardless of where it appears in a sentence.

This is unlike other pronouns such as ***"you"***, ***"he"***, ***"she"***, or ***"they"***, which are only capitalised at the beginning of sentences or in proper or specific nouns.

This rule is standard and consistent because ***"I"*** is a unique pronoun that refers to oneself and the author of the document, whose status is prominent above all others referenced on the page.

Capitalising ***"I"*** makes it clearly visible, while emphasising the pronoun's importance when referenced to oneself.

Summary

The use of the capital ***"I",*** in the legal context, should only be used within documents where law is being indicated or created through the estate name, such as affidavits and deeds.

However, within commerce, corporate documents should not in general be written with the use of the pronoun ***"I"***, but only written in the third party, such as ***"we"***, ***"us"***, ***"our"***.

The reason for this within commerce is the ***"estate name"*** is signing on behalf of the ***"Ens Legis"***, so there are effectively two parties.

Note: whenever making reference to the ***body corporate*** or ***legal fiction***, it should always be done without the use of first-person pronouns referring to the author of the document.

Within modern day grammatical rules of ***Latin script English,*** failing to capitalise ***"I"*** is considered a grammatical error.

Font type and size

Legal documents, such as contracts, are typically written using the same font and size of text for several important reasons.

The origin for this came from Ancient Rome, before the printing press was invented, where scribes were hired to write out contracts between business parties, using their own style of writing.

A change in the font size or style of the script would highlight tampering with the document, rendering it null and void.

This standard has change very little over the past 2,000 years to this day, as the same font type and size are still used within contracts to ensure the following:

Clarity and Readability

Uniform font and size ensure that the document is easy to read and understand, with clear, consistent formatting helping to prevent misinterpretation or confusion about the terms.

Professionalism

Consistent font and size give the document a formal, professional appearance, which is important for legal credibility and authority.

Prevents Alterations and Fraud

Uniform formatting makes it more difficult to alter or add text unnoticed, which means variations in font or size could be used to insert additional text or obscure information.

Legal Validity

Courts and legal practitioners often rely on the clarity and integrity of the documents they view; whereby consistent formatting helps demonstrate that the document is complete and unaltered.

Standardisation

Many legal institutions and jurisdictions have formatting standards or guidelines that specify font type, size and formatting to ensure uniformity across legal documents.

Note: some fonts are copyrighted and can only be used by the author to show jurisdiction.

In general, and within the grammatical and stylistic conventions of English, the use of ***mismatched font styles*** and ***sizes*** is typically discouraged in a ***formal*** context, such as contract law and commerce.

Clear and consistent formatting helps ensure that the document is not only professionally written and therefore readable, but most importantly ***legally enforceable***.

While minor stylistic variations for emphasis are sometimes acceptable, generally, a word should not be written in ***mismatched font styles*** and ***sizes*** within contract law and documents within commerce.

Consistent formatting promotes clarity, professionalism and legal validity, with varied formatting suggesting that another ***jurisdiction of styles*** is at play, rather than the accepted norm.

Summary

There is a reason why grammar schools in England and Wales were phased out from the mid-1960s through to the 1970s, and the state education system transitioned to ***comprehensive*** schools.

It was deemed that the children of the common people only needed to ***comprehend*** a rudimentary level of education that all children, regardless of their academic ability or aptitude, could understand.

Educate the children just enough so they can accept the propaganda, but not too much so they can see it.

In 1998 the government passed the School Standards and Framework Act 1998 prohibiting the creation of any new grammar schools without the approval and administration of the government.

"I wonder why?"

SIMPLE GUIDE

The Hand of Justice

Check the following:

1. Obligation
2. Authority
3. Informed consent
4. Trespass
5. Contract

PJCOD

Check due process:

1. Position
2. Jurisdiction
3. Cause
4. Obligation
5. Duty

Positional triangle

Check your position, where do you stand, are you one of the following:

1. Debtor
2. Creditor
3. Observer

Rules of the text

Check the rules applied to the text, as follows:

1. Grammatical rules of the language
2. Dictionary for the words
3. What is written
    - Word
    - Label
    - Legal title

Sniper

Check for errors, conflicts, deficiencies and omissions, as follows:

1. Mistakes – correct it
2. Conflicts – question it
3. Deficiencies – request it
4. Statements – demand evidence

5. Claims – challenge it

Law Creation

Mans Law can only be created two ways, either through Contract or Trespass:

Contract: Party 1 + ***Contract*** + Party 2 = ***Law***

Trespass: Party 1 + trespass by Party 2 = ***Contract*** = ***Law broken***

Law is either agreed within contract or created when broken.

Lawful vs Legal

Legal: means contract, which may or may not be lawful.

Lawfully legal: means contract that is lawful and does not cause harm to anyone.

Lawful: means your actions do not violate the rights of others.

Rights

Rights are contractual, meaning they are agreed upon through contract, or created when violated through trespass requiring them to be up held.

Rights are yours if you want them, you do not look them up.

No Name No Claim

If a ***claim*** has been made upon you, yet you do ***not*** know the ***name*** of the one who made the ***claim***, then there is ***no claim***.

If you do ***not*** have a ***name***, you ***cannot*** make a ***claim*** and therefore ***cannot own anything***.

Maxim

A maxim is not a law, it is a principle that is difficult, if not impossible, to argue against.