

# 0 HOD105 OCTENE OCTOPUS

0 HOD105 HOD-GREG SEAN JACKSON CEO OCTOPUS ENERGY-HOD105



Surety for a Security by Way of a lien

# Lien Number

# HOD—GREG S JACKSON CEO OCTOPUS ENERGY— HOD105

MR GREG SEAN JACKSON for OCTOPUS ENERGY Limited Corporation/State





Baroness.oftheHouseof+Dawson\_105\_00507@gmail.com 25 WOODSTOCK AVENUE County Palatine of Nottingham [NG7 5QP] 30 July 2023

To: MR GREG SEAN JACKSON {CLAIMANT} Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State 164 to 182 Oxford Street London [W1D 1NN]

tj.root@octoenergy.com , notices@octoenergy.com Your Ref: S 1 801 1 1100005765500 CORPS ID:10434397 , FCA /OFGEM ID:FC998064

cc. King Charles, c/o Lord of the Privy Counsel Penny Mordaunt MP penny.mordaunt.mp@parliament.uk, , , contactholmember@parliament.uk, , , , Lord Chief Justice , , firm.queries@fca.org.uk, , Chair@sec.gov , ,

Our Ref: HOD-GREG S JACKSON CEO OCTOPUS ENERGY-HOD105

### Dear MR GREG SEAN JACKSON,

We have noted as of this day the 30 July 2023 that there has been no formal legal response to our previous correspondence and we attach again under this same cover the Affidavit and the correspondence sent to you on 25 June 2023, 02 July 2023, 09 July 2023, 16 July 2023 and 23 July 2023 respectively. We therefore note that there is a formal agreement to the following:

# Security and Surety by way of: Lien HOD—GREG S JACKSON CEO OCTOPUS ENERGY—HOD105 Affidavit of Truth and Statement of Fact

- 1. I, Baroness Elaine of the House of Dawson (being the undersigned), do solemnly swear, declare, and depose:
- 2. That I am competent to state the matters herein and that I do take oath and swear that the matters herein are accurate, correct, honest, and true as contained within this Affidavit of Truth and Statement of Fact.
- 3. That I am herein stating the truth, the whole truth, and nothing but the truth, and that these truths stand as fact until another can provide the material, physical, and tangible evidence and substance to the contrary.
- 4. That I fully and completely comprehend that before any charges can be brought, it must be first proved, by presenting the material, physical, and tangible evidence and substance to support the facts, that the charges are valid and have substance that can be shown to have a foundation in fact.
- 5. That I have first-hand knowledge of the facts stated herein.
- 6. That all the facts stated herein are accurate, correct, honest, and true, and are admissible as material evidence, and that if I am called upon as a witness, that I will testify to their veracity.
- 7. That the eternal, unchanged principals of truth are as follows:
  - a) All are equal and are free by natural descent.
  - b) Truth is factual and not subjective to belief, which is nothing of any material, physical, or tangible substance in fact.
  - c) An un-rebutted Affidavit stands as the truth and fact.
  - d) An un-rebutted Affidavit is the documented fact and truth on and for the record.
  - e) All matters must be expressed to be resolved.
  - f) He who does not rebut the Affidavit agrees to it by default.
  - g) He who does anything by another's hand is culpable for the actions of the other's hand.

h) A security by way of a lien is, first and foremost, an agreement between the parties, as there is no disagreement between the parties.

i) That he who stands as surety, by providing the security by way of a lien, stands in honour, as that surety is undertaken by agreement, without coercion, duress, or protest, and without the threat of harm, loss, or injury, and, as such, stands in honour for the harm, loss, or injury by their own hand.



 That a security by way of a lien, which is a non-judicial and pre judicial, and:



commercial process (including this Affidavit), is

a. That no judge, court, government, or any agenci can abrogate the Affidavit of Truth and Statement of Fact of another, and;

agencies thereof, or any third parties whatsoever, er, and;

- b. That only a party affected by an Affidavit can speak and act for himself and is solely responsible for responding with his own Affidavit of Truth and Statement of Fact, which no one else can do for him, where there is material, physical, and tangible evidence and substance in fact, which definitively is a firm foundation to rebut the rebutted affidavit.
- 9. That these facts, which form the main body of this Affidavit of Truth and Statement of Fact, are as follows, and that the material, physical, and tangible evidence and substance to support these facts is provided as exhibits and material, physical, and tangible evidence and substance as a foundation of these facts.
- 10. It is now on and for the record and in perpetuity as of the 30 July 2023 that this is a formal agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State whereby MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State has agreed to stand as a surety for a security by the way of a lien for restoration for the criminal offences of fraud and malfeasance in the office of OCTOPUS ENERGY Limited Corporation/State.
- 11. It is now on and for the record and in perpetuity that MR GREG SEAN JACKSON {CLAIMANT} IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State has never, at any time provided valid, presentable material evidence to support the claim of authority under UK Public General Acts—for which the mandatory requirement for HM Government Corporation/State before any Acts and statutes can be legally acted upon—being the getting of the wet-ink consents of the 64.1 million 'governed' is required and that you had these consents as presentable, material fact before you brought your charges or made your claims.
- 12. It is now on and for the record and in perpetuity that MR GREG SEAN JACKSON {CLAIMANT} IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State has never, at any time provided valid, presentable material evidence to support the claim of exemption under UK Public General Acts—from the UK 1882 Bills of Exchange Act Section 23--Signature essential to liability and that you had these exemptions as presentable, material fact before you extorted our property, brought your charges or made your claims.
- 13. It is now on and for the record and in perpetuity that MR GREG SEAN JACKSON {CLAIMANT} IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State has never, at any time provided valid, presentable material evidence to support the claim of exemption under UK Public General Acts—from the UK 2006 Companies Act, including section 44, the Execution of documents.
- 14. It is now on and for the record and in perpetuity that MR GREG SEAN JACKSON {CLAIMANT} IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State has never, at any time provided valid, presentable material evidence to support the claim of exemption under UK Public General Acts—from the UK 2000 Terrorism Act, including section1-action taken for the benefit of a proscibed organisation.
- 15. It is now on and for the record and in perpetuity that MR GREG SEAN JACKSON {CLAIMANT} IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State has never, at any time provided valid, presentable material evidence to support the claim of exemption under UK Public General Acts—from the UK 2006 Fraud Act, including section 4-Abuse of position.
- 16. It is now on and for the record and in perpetuity that MR GREG SEAN JACKSON {CLAIMANT} IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State has never, at any time provided valid, presentable material evidence to support the claim that the judiciary, and all corporations/states have exemption from the getting of the wet-ink consent of the 64.1 million 'governed' before any of their private charter ; OR the superior branches of Executive or Legislature Acts or Statutes can be acted upon..
- 17. It is now on and for the record and in perpetuity that MR GREG SEAN JACKSON {CLAIMANT} IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State has never, at any time provided valid, presentable material evidence to support the claim of exemption under UK Public General Acts—from the UK 2006 Fraud Act, including section 2-Failing to disclose information.
- 18. It is now on and for the record and in perpetuity that MR GREG SEAN JACKSON {CLAIMANT} IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State has never, at any time provided valid, presentable material evidence to support the claim of all and any claims against our property including but not limited to, an Outstanding balance, balance due, bill outstanding, payment due,.
- 19. It is now on and for the record and in perpetuity that MR GREG SEAN JACKSON {CLAIMANT} IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State has never, at any time provided valid, presentable material evidence to support the claim that the statement by Sir Jack Beatson FBA, at that time the head of the judiciary, was false in his address to Nottingham University, the private corporations/states of the Executive and legislature are superior to the judiciary by way of re-examination of the relationship.
- 20. It is now on and for the record and in perpetuity that MR GREG SEAN JACKSON {CLAIMANT} IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State has never, at any time provided valid, presentable material evidence to support the claim contra the statement made by Chandran Kukathas in possiting that HM Government plc is an entity, a Corporation/State.
- 21. It is now on and for the record and in perpetuity that MR GREG SEAN JACKSON {CLAIMANT} IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State has never, at any



time provided valid, presentable material to the detriment of MISS ELAINE DAWSON. 22. It is now on and for the record and in



evidence to support the claim of right to act in bias

## perpetuity that MR GREG SEAN JACKSON

{CLAIMANT} IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State has never, at any time provided valid, presentable material evidence to support the claim there is authority for MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State to wilfuly and premeditatedly Act to cause alarm and distress which is a formally recognised act of terrorism which is also a recognised criminal offence upon MISS ELAINE DAWSON without the presentment of the wet ink signed consent of the 64.1 upon this land and including the wet ink signature of MISS ELAINE DAWSON and that you had these consents as presentable, material fact before you brought your charges or made your claims.

- 23. It is now on and for the record and in perpetuity that MR GREG SEAN JACKSON {CLAIMANT} IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State has chosen to enter into a lasting and binding tacit agreement through acquiescence by not negating the facts presented in Exhibit (A), and MR GREG SEAN JACKSON {CLAIMANT} IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State has agreed to the criminal offences documented on and for the record in this correspondence, thus establishing a formal agreement between the parties MR GREG SEAN JACKSON {CLAIMANT} IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State and MISS ELAINE DAWSON on and for the public record. Since there is no disagreement between the parties, this is a non-judicial matter by default.
- 24. It is now on and for the record and in perpetuity that all matters must be expressed to be resolved and MR GREG SEAN JACKSON {CLAIMANT} IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State was offered an opportunity to resolve (see Exhibit (B) as material, physical, and tangible evidence and substance and a foundation to this fact). Since it is MISS ELAINE DAWSON who is the victim of these agreed criminal offences of MR GREG SEAN JACKSON {CLAIMANT} IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State and a foundation to this fact). Since it is MISS ELAINE DAWSON who is the victim of these agreed criminal offences of MR GREG SEAN JACKSON {CLAIMANT} IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State, then MISS ELAINE DAWSON has the right to redress and choose the remedy for these agreed criminal offences.
- 25. It can be noted here, for and on the record, that the remedy for the criminal offence of fraud is seven to ten years' incarceration, the latter where there are multiple instances of fraud. MISS ELAINE DAWSON is under no legal or statutory obligation to observe and act upon the State policy regarding this matter and would consider that this extensive term of incarceration would be an insurmountable encumbrance on the public purse. For these reasons, it is decided by MISS ELAINE DAWSON to offer alternative remedy by way of a charge.
- 26. A second option was also proposed, which is by standing as a surety and, therefore, providing a security by way of a lien, allowing MR GREG SEAN JACKSON {CLAIMANT} IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State to regain honour without any cause for distress to MR GREG SEAN JACKSON {CLAIMANT} IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State (see Exhibit (B)).
- 27. It is important to note here on and for the record that MR GREG SEAN JACKSON {CLAIMANT} IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State has chosen by their actions not to resolve their debt by way of personal cheque or a commercial instrument. It is also important to state here on and for the record that MR GREG SEAN JACKSON {CLAIMANT} IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State has not communicated by any means reluctance or objection to stand as surety and provide security by way of a lien on the estate and future earnings of MR GREG SEAN JACKSON {CLAIMANT} IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State extended to the future generations of MR GREG SEAN JACKSON {CLAIMANT} IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Corporation/State where the sins of the father are the sins of the sons to the seventh generation, and where there may be an attachment of earnings on future generations of MR GREG SEAN JACKSON.
- 28. MR GREG SEAN JACKSON {CLAIMANT} IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State has not disagreed by any means of communication or correspondence to stand as surety for a security by way of a lien for their criminal offences, which have been fully documented and declared by way of this affidavit. As a consequence of not disagreeing with this proposed remedy, MR GREG SEAN JACKSON {CLAIMANT} IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State has formally agreed to this remedy to stand as surety, and agrees to be a security by way of a lien, and once again stands in honour by their actions by accepting the proposed remedy in full knowledge and understanding, without coercion or deception, and without the threat of harm, loss, or injury.

To this effect, the following is now true and on and for the record that MR GREG SEAN JACKSON {CLAIMANT} IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State has agreed to stand as surety and security by way of a lien to MISS ELAINE DAWSON as follows:

# Surety and security by way of a lien

1. For the formally agreed criminal offence of fraud by misrepresentation where the claim being made by MR GREG SEAN JACKSON under the of authority under UK Public General Acts—for which the



mandatory requirement for HM any Acts and statutes can be legally acted consents of the 64.1 million 'governed' is



Government Corporation/State before upon—being the getting of the wet-ink required and that you had these

consents as presentable, material fact before you brought your charges or made your claims is fraudulent in nature which is also wilful and premeditated fraud by misrepresentation. Where this is an agreed chargeable criminal offence we will elect to formally charge MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State Five Million Pounds GBP

#### £5,000,000.00

£5,000,000.00

- 2. For the formally agreed criminal offence of Malfeasance in the office of OCTOPUS ENERGY Limited Corporation/State, where MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State has agreed to this criminal offence of malfeasance in the office. Where this is an agreed chargeable criminal offence we will elect to formally chargeMR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State Five Million Pounds GBP
- 3. For the formally agreed criminal offence of fraud by misrepresentation where the claim being made by MR GREG SEAN JACKSON that of exemption under UK Public General Acts—from the UK 1882 Bills of Exchange Act Section 23--Signature essential to liability and that you had these exemptions as presentable, material fact before you extorted our property, brought your charges or made your claims is fraudulent in nature which is also wilful and premeditated fraud by misrepresentation. Where this is an agreed chargeable criminal offence we will elect to formally charge MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State Five Million Pounds GBP £5.000.000.00
- 4. For the formally agreed criminal offence of Malfeasance in the office of OCTOPUS ENERGY Limited Corporation/State, where MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State has agreed to this criminal offence of malfeasance in the office. Where this is an agreed chargeable criminal offence we will elect to formally charge MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State Five Million Pounds GBP
- 5. For the formally agreed criminal offence of fraud by misrepresentation where the claim being made by MR GREG SEAN JACKSON that of exemption under UK Public General Acts—from the UK 2006 Companies Act, including section 44, the Execution of documents is fraudulent in nature which is also wilful and premeditated fraud by misrepresentation. Where this is an agreed chargeable criminal offence we will elect to formally charge MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State Five Million Pounds GBP
- 6. For the formally agreed criminal offence of Malfeasance in the office of OCTOPUS ENERGY Limited Corporation/State, where MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State has agreed to this criminal offence of malfeasance in the office. Where this is an agreed chargeable criminal offence we will elect to formally charge MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State Five Million Pounds GBP
- £5,000,000.00 7. For the formally agreed criminal offence of fraud by misrepresentation where the claim being made by MR GREG SEAN JACKSON that of exemption under UK Public General Acts—from the UK 2000 Terrorism Act, including section1-action taken for the benefit of a proscibed organisation is fraudulent in nature which is also wilful and premeditated fraud by misrepresentation. Where this is an agreed chargeable criminal offence we will elect to formally charge MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State Five Million Pounds GBP
- 8. For the formally agreed criminal offence of Malfeasance in the office of OCTOPUS ENERGY Limited Corporation/State, where MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State has agreed to this criminal offence of malfeasance in the office. Where this is an agreed chargeable criminal offence we will elect to formally charge MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State Five Million Pounds GBP
- £5,000,000.00 9. For the formally agreed criminal offence of fraud by misrepresentation where the claim being made by MR GREG SEAN JACKSON that of exemption under UK Public General Acts—from the UK 2006 Fraud Act, including section 4-Abuse of position is fraudulent in nature which is also wilful and

£5.000.000.00

£5,000,000.00

£5.000.000.00



premeditated fraud by misrepresentation. criminal offence we will elect to formally THE POSITION OF Chief Executive Officer Corporation/State Five Million Pounds GBP



Where this is an agreed chargeable charge MR GREG SEAN JACKSON IN for OCTOPUS ENERGY Limited

£5,000,000.00

- 10. For the formally agreed criminal offence of Malfeasance in the office of OCTOPUS ENERGY Limited Corporation/State, where MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State has agreed to this criminal offence of malfeasance in the office. Where this is an agreed chargeable criminal offence we will elect to formally charge MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State Five Million Pounds GBP
  - £5,000,000.00
- 11. For the formally agreed criminal offence of fraud by misrepresentation where the claim being made by MR GREG SEAN JACKSON that that the judiciary, and all corporations/states have exemption from the getting of the wet-ink consent of the 64.1 million 'governed' before any of their private charter ; OR the superior branches of Executive or Legislature Acts or Statutes can be acted upon. is fraudulent in nature which is also wilful and premeditated fraud by misrepresentation. Where this is an agreed chargeable criminal offence we will elect to formally charge MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State Five Million Pounds GBP
- £5,000,000.00 12. For the formally agreed criminal offence of Malfeasance in the office of OCTOPUS ENERGY Limited Corporation/State, where MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State has agreed to this criminal offence of malfeasance in the office. Where this is an agreed chargeable criminal offence we will elect to formally charge MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State Five Million Pounds GBP
- 13. For the formally agreed criminal offence of fraud by misrepresentation where the claim being made by MR GREG SEAN JACKSON that of exemption under UK Public General Acts—from the UK 2006 Fraud Act, including section 2-Failing to disclose information is fraudulent in nature which is also wilful and premeditated fraud by misrepresentation. Where this is an agreed chargeable criminal offence we will elect to formally charge MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State Five Million Pounds GBP
- 14. For the formally agreed criminal offence of Malfeasance in the office of OCTOPUS ENERGY Limited Corporation/State, where MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State has agreed to this criminal offence of malfeasance in the office. Where this is an agreed chargeable criminal offence we will elect to formally charge MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State Five Million Pounds GBP
  £5.000.000.00
- 15. For the formally agreed criminal offence of fraud by misrepresentation where the claim being made by MR GREG SEAN JACKSON that of all and any claims against our property including but not limited to, an Outstanding balance, balance due, bill outstanding, payment due, is fraudulent in nature which is also wilful and premeditated fraud by misrepresentation. Where this is an agreed chargeable criminal offence we will elect to formally charge MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State Five Million Pounds GBP

£5,000,000.00

£5,000,000.00

- 16. For the formally agreed criminal offence of Malfeasance in the office of OCTOPUS ENERGY Limited Corporation/State, where MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State has agreed to this criminal offence of malfeasance in the office. Where this is an agreed chargeable criminal offence we will elect to formally charge MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State Five Million Pounds GBP
- 17. For the formally agreed criminal offence of fraud by misrepresentation where the claim being made by MR GREG SEAN JACKSON that that the statement by Sir Jack Beatson FBA, at that time the head of the judiciary, was false in his address to Nottingham University, the private corporations/states of the Executive and legislature are superior to the judiciary by way of re-examination of the relationship is fraudulent in nature which is also wilful and premeditated fraud by misrepresentation. Where this is an agreed chargeable criminal offence we will elect to formally charge MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State Five Million Pounds GBP

£5,000,000.00



£5,000,000.00

-

£5,000,000.00

18. For the formally agreed criminal offence of ENERGY Limited Corporation/State, where POSITION OF Chief Executive Officer for



Malfeasance in the office of OCTOPUS MR GREG SEAN JACKSON IN THE OCTOPUS ENERGY Limited

Corporation/State has agreed to this criminal offence of malfeasance in the office. Where this is an agreed chargeable criminal offence we will elect to formally charge MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State Five Million Pounds GBP

- 19. For the formally agreed criminal offence of fraud by misrepresentation where the claim being made by MR GREG SEAN JACKSON that contra the statement made by Chandran Kukathas in possiting that HM Government plc is an entity, a Corporation/State is fraudulent in nature which is also wilful and premeditated fraud by misrepresentation. Where this is an agreed chargeable criminal offence we will elect to formally charge MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State Five Million Pounds GBP £5.000.000.00
- 20. For the formally agreed criminal offence of Malfeasance in the office of OCTOPUS ENERGY Limited Corporation/State, where MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State has agreed to this criminal offence of malfeasance in the office. Where this is an agreed chargeable criminal offence we will elect to formally charge MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State Five Million Pounds GBP

21. For the formally agreed criminal offence of fraud by misrepresentation where the claim being made by MR GREG SEAN JACKSON that of right to act in bias to the detriment of MISS ELAINE DAWSON is fraudulent in nature which is also wilful and premeditated fraud by misrepresentation. Where this is an agreed chargeable criminal offence we will elect to formally charge MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State Five Million Pounds GBP

- 22. For the formally agreed criminal offence of Malfeasance in the office of OCTOPUS ENERGY Limited Corporation/State, where MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State has agreed to this criminal offence of malfeasance in the office. Where this is an agreed chargeable criminal offence we will elect to formally charge MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State Five Million Pounds £5,000,000.00
- 23. For the formally agreed wilful and premeditated Act of causing alarm and distress which is a formally recognised act of terrorism which is also a recognised criminal offence. Where this is an agreed chargeable criminal offence we will elect to formally charge MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State A Hundred and Ten Million Pounds GBP
- 24. For the formally agreed criminal offence of Malfeasance in the office of OCTOPUS ENERGY Limited Corporation/State, where MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State has agreed to this criminal offence of malfeasance in the office. Where this is an agreed chargeable criminal offence we will elect to formally charge MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State Five Million Pounds GBP £5.000.000.00

Total agreed debt as resolution for the above listed criminal offences equals Two Hundred and Twenty Five million pounds GBP

£225,000,000.00

- 29. In accordance with the traditions of this land and as this is a lien then this will be published in all the necessary places.
- 30. Ignorance is no defence for committing criminal acts. Considering the position of Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State, MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State should have shown more diligence and accountability in the office. It is our considered opinion, due to the severity of the most grievous agreed criminal offences, that MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State is no longer a fit and proper person to hold any trusted position in service in the office.
- 31. It can also be considered that since these most grievous agreed criminal offences have been committed in the office of OCTOPUS ENERGY Limited Corporation/State which is detrimental to the function and the interests of OCTOPUS ENERGY Limited Corporation/State and that MR GREG SEAN JACKSON IN THE



# £5,000,000.00

£5,000,000.00

£5.000.000.00

£110.000.000.00

POSITION OF Chief Executive Officer for acted in an ultra vires capacity in the position Limited Corporation/State and without the



OCTOPUS ENERGY Limited Corporation/State has as Chief Executive Officer for OCTOPUS ENERGY legal authority to do so, thus it can be concluded

that MR GREG SEAN JACKSON (Claimant) in the position of Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State could be held culpable for their actions as not in the best interests of OCTOPUS ENERGY Limited Corporation/State.

- 32. Let it be known on and for the record that MR GREG SEAN JACKSON (Claimant) In the position of Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State has chosen, of their own free will, to stand as surety for a security by the way of a lien to the amount of Two Hundred and Twenty Five million pounds GBP (225,000,000.00 GBP). From Exhibit (C) of this Affidavit, in the House of Ward Affidavit of Truth and Statement of Fact, which is on and for the record, it is noted that the legal tender or fiscal currency, which ever term is used, is representative of confidence, faith, and belief, so this surety for a security by way of a lien is equal to Two Hundred and Twenty Five million pounds GBP (225,000,000.00 GBP) of confidence, faith, and belief.
- 33. Let it be known on and for the record that confidence, faith, and belief are nothing of any material, physical, or tangible substance or evidence in fact.
- 34. Let it be known on and for the record that since MR GREG SEAN JACKSON (Claimant) in the position of Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State has agreed to this remedy of their own free will, in full knowledge and understanding, without coercion or deception, and without threat of harm, loss, or injury, that MR GREG SEAN JACKSON (Claimant) in the position of Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State stands in honour, and their dignity is restored by their own hand in the community regarding this matter.

Silence creates a binding agreement. So let it be said. So let it be written. So let it be done.

Without ill will or vexation

For and on behalf of the Principal legal embodiment by the title of MISS ELAINE DAWSON.

For and on behalf of the Attorney General of the House of Dawson. For and on behalf of Baroness Elaine of the House of Dawson. All rights reserved.





Exhibit (A)

# Material evidence of claim by MR GREG SEAN JACKSON {CLAIMANT} IN THE

# POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited

Corporation/State.

and

Also Respondents correspondence By MISS ELAINE DAWSON



# octopusenergy

Elaine Dawson 25 Woodstock Avenue Nottingham NG7 5QP



# Your energy account

2nd Dec. 2022 - 3rd Jan. 2023

On 2nd Dec. 2022 your previous balance was		£5.95	
1. We have charged you			
VAT included.			
	2nd Dec. 2022 - 31st Dec. 2022 2nd Dec. 2022 - 31st Dec. 2022 1st Jan. 2023 - 2nd Jan. 2023	- £28.85 - £53.36 - £0.47	

### 2. We have credited you

Gas

HM Government Discount	2nd Dec. 2022	+ £67.00
Energy Bills Support		
Scheme		

1st Jan. 2023 - 2nd Jan. 2023

# On 3rd Jan. 2023 your new balance is

Your Account Number: A-B781B67B Bill Reference: 120743935 (4th Jan. 2023)

# Your estimated annual cost

£352.81 a year for electricity

## £491.24 a year for gas

This is an estimate based on your expected annual energy usage, and your current tariff rates, charges and discounts, including VAT. Actual billings will vary depending on your usage and tariff selection. More information about your current tariff can be found overleaf.

# Could you pay less?

Remember - it might be worth thinking about switching your tariff or supplier.

For your **electricity** (on meter point 1100005765500) Good to know.

You're already on our cheapest tariff for your **electricity** usage. We'll let you know if this changes.

For your gas (on meter point 2067240603)

# Good to know.

- f364

-£13.37

You're already on our cheapest tariff for your **gas** usage. We'll let you know if this changes.

# Emergency numbers

Smell gas?

Call 0800 111 999 (24hrs)

Power cut? Call **105** to get help

Your Electricity Distributor is: Western Power Distribution (0800 678 3105)

Octopus Energy Limited W octopus.energy E hello@octopus.energy

**P** 0333 344 2268

#### Registered Office UK House, 5th floor, 164-182 Oxford Street, London, W1D 1NN

Registered in England & Wales No. 09263424 VAT Number: 358672751 The Group assembles a set of sophisticated financial forecasting models from all divisions which it tracks and calibrates carefully based on actual performance. The largest cashflow movements are driven by the energy supply business and this forecasting includes changes in both the hedge book and forward wholesale market prices. The Directors have actively considered downside sensitivities of cashflows from operations including that which would arise from a cold winter in the context of the energy crisis. The Directors have evaluated risks based on historic weather data, which is used to model a range of increased consumption that could arise from an unusual, sustained cold winter weather event. This is considered together with significant but correlated wholesale price increases combined with high wholesale prices and set off against the higher proportion of cash collection that tracks consumption volume as a result of the Energy Price Guarantee scheme.

The going concern analysis assumes that a majority of customers are retained on the standard variable tariff reflecting the protections provided under the current price cap mechanism and the stability afforded by the Market Stabilisation Charge mechanism. Higher potential customer bad-debt could arise as a result of current macroeconomic trends. The Directors accordingly continue to monitor performance and sensitivity analyses closely and note that the Group is sufficiently well funded and capitalised to withstand a range of compounded scenarios over the 12 month period following the date of signing of the financial statements.

Octopus Energy Group Limited has received equity injections as well as access to financing through committed loans from banks, trading counterparties and cash generated by other Group businesses. The bank loans are backed by investor guarantees. The business also continues to actively consider further investments and additional working capital facilities although the Going Concern position does not assume these facilities are secured. Corporate investment across the Group and acquisition activity is also being tailored to reflect the current economic and regulatory environment.

Following the process above the Directors have a reasonable expectation that the Group will have sufficient funds to continue to meet its liabilities as they fall due for at least 12 months from the date of approval of the financial statements and consequently have prepared the financial statements on a going concern basis.

#### 2.4 Revenue

The Group's revenue is mainly derived from energy supply. The Group also derives income from licensing, leasing of electric vehicles, energy smart meter installation and energy generation. Revenue from contracts with customers is recognised when its performance obligations are satisfied, i.e., when control of an asset (i.e. the goods or services) is transferred to the customer at an amount that reflects the consideration to which the Group expects to be entitled in exchange for those goods or services. An asset is transferred when (or as) the customer obtains control of that asset. Depending on the nature of the performance obligations, revenue is recognised either over time or at a point in time.

Revenue is measured as the amount of the transaction price that is allocated to that performance obligation. The transaction price is the amount of consideration to which the Group expects to be entitled in exchange for transferring the promised goods or services to a customer, excluding amounts collected on behalf of third parties (for example, Value Added Tax).

The majority of revenue arose within the United Kingdom; however revenue is also generated in Australia, Germany, Spain, France, Italy, New Zealand and the United States.

The Group applies the five-step process set out in IERS 15, Revenue from contracts with customers, to ensure an appropriate revenue recognition policy is in place, i.e.:

- 1. Identify the contract with a customer.
- 2. Identify the separate performance obligations in the contract.
- Determine the transaction price.
- 4. Allocate the transaction price to the separate performance obligations.
- 5. Recognise revenue when/as each performance obligation is satisfied.

The nature of the services the Group provides, and of the amounts which the customer is charged, is such that the result of this process is generally clear, since the services provided are separately identifiable and priced, and the customer is generally invoiced either upfront or on completion of the service. The invoiced prices in the contract are considered standalone selling prices, and therefore determining the transaction price does not require significant judgements.

# Plüm énergie, France

As the latest and largest expansion to date, in January 2022, Octopus Energy acquired French retailer Plüm énergie. Plüm is a six-year-old EnTech startup that looks after over 100,000 energy accounts, including retail customers, larger companies, and local authorities such as Ville de Paris. Just like Octopus, Plüm is consistently one of the highest scored providers in the French energy market. An impressive tech team was also included in the acquisition.

"Plüm énergie shares the same vision and ambition as Octopus: to lead the energy transition by rewarding demand flexibility and providing affordable green energy. By joining OE Group our project grows stronger as we join a phenomenal global team to address the greatest issues for humanity today."

Vincent Maillard CEO Octopus Energy France

30.1m

# Total no. of households in France today

25% renewable energy penetration Customer book acquisitions in countries where we already have presence:

# Avro, United Kingdom

 As the single largest acquisition of the Group to date, c.600k customers of the supplier Avro Energy were appointed to Octopus Energy Limited as SOLR at the end of September. This was the single largest SOLR appointment during the energy crisis of 2021. 17

- The Octopus team took on responsibility for the defaulted supplier, believing that the team could provide a smooth migration onto our technology platform, Kraken.
- With a close focus on supporting Avro customers through the transition, the migration of account data and customer finances was a well-ordered and highly efficient process. Teams working around the world and around the clock, from UK to New Zealand, meant that finishing the migration of all accounts was possible in less than six months.
- A total of 85,000 refunds were made to customers.
- 28 Avro staff also joined Octopus Energy by 31 January 2022.
- A YouGov survey showed that >70% of Avro customers were happy with the migration to Octopus. This survey included all of the largest customer migrations across failed suppliers in FY22.\*

# Iberdrola, Germany

In September, the German team took on just under 10,000 retail electricity customers from Iberdrola, who had entered the B2C market just a few months before. The customers migrated smoothly and easily onto the new Kraken instance set up in Germany, thanks to excellent collaboration between the parties.

# **GREENa**, Japan

 This year, Tokyo Gas Octopus Energy (TGOE) made an acquisition of GREENa's energy customers via an asset sale in December. This was the first acquisition and first migration for the Octopus and Kraken Japanese teams. The 14,000 customers drastically increased our early customer base as well as expanding our coverage of Japan into five new regions, integrating ourselves with five new grid operators.

Total sample size of 11,013 adults (aged 18+), of which, 1,247 were former customers of the listed small energy suppliers. >70% were somewhat or very satisfied. Fieldwork undertaken between 28,01-04.02.22 and survey carried out online. Figures have been weighted and are representative of all GB adults. Kingdom, five working days after it was put in the post or given to the delivery agent and, in proving that it was duly sent, it shall be sufficient to prove that the document or information was properly addressed, prepaid and put in the post or duly given to the delivery agent,

- 74 1 3 where the document or information is not sent by post or other delivery service but delivered personally or left at the intended recipient's address, on the day (whether or not a working day) and time that it was sent,
- 7414 where the document or information is properly addressed and sent or supplied by electronic means, on the day (whether or not a working day) and time that it was sent and proof that it was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that it was sent,
- 74 1 5 where the document or information is sent or supplied by means of a website, when the material was first made available on the website or (if later) when the intended recipient received (or is deemed to have received) notice of the fact that the material was available on the website

### 75. COMPANY SEALS

75.1 Any common seal may only be used by the authority of the Directors

## 75.2 The Directors may decide by what means and in what form any common seal is to be used

- 75.3 Unless otherwise decided by the Directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature
- 75.4 For the purposes of this article, an authorised person is
  - 75.4.1 any Director of the Company,
  - 75 4 2 the company secretary (if any), or
  - 75 4 3 any person authorised by the Directors for the purpose of signing documents to which the common seal is applied

# 76. NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

761 Except as provided by law or authorised by the Directors or an ordinary resolution of the Company or pursuant to the provisions of the Shareholders' Agreement, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a Member

### 77. PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS

77 1 The directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a Director or former Director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary

#### 78. SECRETARY

78 1 Subject to the Companies Act, the Directors may appoint a company secretary (or two or more persons as joint secretary) for such term, at such remuneration and upon such conditions as the Directors may think fit, and any company secretary (or joint secretary) so appointed may be

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removed by the Directors The Directors may also from time to time appoint on such terms as they think fit, and remove, one or more assistant or deputy secretaries

# 79. INDEMNITY

Subject to Article 79.2 (but without prejudice to any indemnity which a Relevant Officer is otherwise entitled)

- 7911 a Relevant Officer may be indemnified out of the Company's assets to whatever extent the Directors may determine against
  - (a) any liability incurred by that officer in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or a group undertaking,
  - (b) any liability incurred by that officer in connection with the activities of the Company or a group undertaking in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act),
  - (c) any other hability incurred by that officer as an officer of the Company or a group undertaking,
- 79 1 2 the Company may, to whatever extent the Directors may determine, provide funds to meet expenditure incurred or to be incurred by a Relevant Officer in defending any criminal or civil proceedings brought or threatened against him in connection with any alleged negligence, default, breach of duty or breach of trust by him in relation to the Company or any of its group undertakings, or any investigation, or action proposed to be taken , by a regulatory authority in that connection, or for the purposes of an application for relief, or in order to enable a director to avoid incurring such

expenditure

79 2 This article does not authorise any indemnity that would be prohibited or rendered void by any provision of the Companies Act or by any other provision of law.

# 80. INSURANCE

- 80.1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any Relevant Officer in respect of any relevant loss
- 80 2 In this article, a "**relevant loss**" means any loss or liability which has been or may be incurred by a Relevant Officer in connection with that officer's duties or powers in relation to the Company, any of its group undertakings or any pension fund or employees' share scheme of the Company or of any of its group undertakings

Community, Environment, and Customers. The Group continues to strive to continually improve across all key areas in FY23.

#### Events after the balance sheet date

The Group continues to develop at pace and subsequent to the balance sheet date its subsidiary Octopus Energy Limited has signed an agreement. to early finance the industry levy receivables. related to the Avro SOLR customer acquisition. This agreement accelerated the receipt of £633m of receivables from other industry counterparties.

OEGL has received cash in from CPPIB (£106m), Origin Energy (£94m) and Tokyo Gas (£45m) on 9 August 2022 as part of Tranche 2 for the committed equity investment.

In September 2022 the UK Government announced the Energy Bills Support Scheme (EBSS). The EBSS is a scheme which forms part of the Government's cost of living assistance package for energy consumers from October 2022 to March 2023. The EBSS provides domestic electricity customers in Great Britain with £400 of support, delivered by electricity suppliers, such as OEL, over six months from October 2022.

Additionally, the UK Government announced the Energy Price Guarantee (EPG). The EPG will reduce the unit cost of electricity and gas so that a typical household in Great Britain will save around £700 this winter. The EPG will be in place from 1 October 2022 until 31 March 2023 and will pay suppliers, such as OEL, any consumption used by consumers over and above the Government's Price Cap.

Following an industry consultation subsequent to year end and determination in September 2022 a further claim has been submitted for consideration by Ofgem in recent weeks relating to the Avro SOLR process and represents a further c.10% of the increased total claim of £760m. No value has been recognised for this additional claim submitted post year-end reflecting the additional basis for a further determination only being provided subsequent to 30 April 2022 and it accordingly has been treated as a non-adjusting post balance sheet event. It is also subject to agreement and finalisation with Ofgem and at an early stage of that process.

On 28 October 2022 the Group executed an agreement with the special administrators of Bulb Energy to acquire a business containing Bulb's 1.5 million customers. The sale will be completed following a statutory process called an Energy Transfer Scheme, which will transfer the relevant assets of Bulb into a new separate entity that will protect consumers during the transfer process. On 29 November 2022 the High Court set a timeline for transfer on 20 December 2022. Whilst the decision of the Secretary of State for Business, Energy and Industrial Strategy

has been challenged through a judicial review expected in early 2023, transfer will be on the 20 December 2022.

#### Directors

The Directors who served throughout the year were as follows: G Jackson, S Jackson, J Eddison, C Hulatt, S Rogerson, M Lawrence, J Briskin, T B Hodges (appointed 18 October 2021).

#### **Directors' indemnities**

The Company has made qualifying third party indemnity provisions for the benefit of its Directors which were made during the year and remain in force at the date of this report.

#### Auditor

Each of the persons who is a Director at the date of approval of this report confirms that: so far as that Director is aware, there is no

- relevant audit information of which the Company's auditor is unaware; and
- the Director has taken all the steps that they ought to have taken as a Director in order to make themselves aware of any relevant audit information and to establish that the Company's auditor is aware of that information.

This confirmation is given and should be interpreted in accordance with the provisions of Section 418 of the Companies Act 2006.

Pursuant to Section 487 of the Companies Act 2006, the auditor will be deemed to be reappointed and Deloitte LLP will therefore continue in office.

Approved by the Board and signed on its behalf by:

Director

7 December 2022 Registered office: UK House, 5th Floor, 164-182 Oxford Street London, United Kingdom, W1D 1NN

#### **Operational risk**

Operational risk arises from a weakness or failure in a business's systems and controls. The Group continues to enhance its controls and processes, particularly with respect to its IT system and security. The potential impact and likelihood of processes failing is assessed on a regular basis and aspects have been subject to external assessment. 27

Where these likelihoods are felt to be outside of the Directors' appetite for risk, management actions and/or control improvements are identified to bring each potential risk back to within acceptable levels. Octopus also has a disaster recovery plan in place covering current business requirements.

OEGL is built to minimise significant risks. Kraken enables the Company to maintain a highly granular, continuously updated view of key metrics in energy. By automating processes which elsewhere are delivered by humans and spreadsheets, Octopus is able to deliver additional control and reliability through automated software testing and defined coding standards - as well as reducing manual error. Kraken's continuous release, continuous deployment system means that Kraken is typically updated through c.100 small changes per day - with full rollback - as opposed to a more traditional release cycle. And Kraken's ability to manage data from across the business and across functions reduces risk of error in translation, extraction and manipulation.

#### **Regulatory risk**

The regulatory environment within which the Group operates is evolving. The introduction of the Energy Bills Support Scheme and the Energy Price Guarantee have been positive in supporting consumers to pay their energy bills over this winter as prices are at unprecedented highs. The introduction of the Energy Prices Bill allows Government to make changes to the Energy Price Guarantee and associated arrangements and they have stated they will review the scheme with the intention of creating a more targeted version from April 2023.

Depending on the extent of revision to the scheme, there is a potential for higher levels of bad debt that will come from exposing more customers to higher prices. However, this will occur during the cash-accretive part of the annual cycle and therefore is unlikely to present liquidity issues through the Going Concern period.

With other retailers, we will engage with Government and Ofgem to ensure the implications on retailer finances are understood and considered in policy changes.

# 24. Events after the reporting date

On 9 May 2022, OEL signed an agreement to early finance the industry levy receivables related to the Avro SOLR customer acquisition. This agreement accelerated the receipt of £633m of receivables from other industry counterparties.

OEGL has received cash in from CPPIB (£106m), Origin Energy (£94m) and Tokyo Gas (£45m) on 9 August 2022 as part of Tranche 2 for the committed equity investment

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# **Directors' responsibilities statement**

For the year ended 30 April 2022

The Directors are responsible for preparing the Annual Report and the consolidated and Company financial statements in accordance with applicable law and regulations.

Company law requires the Directors to prepare consolidated and Company financial statements for each financial year. Under that law the Directors have elected to prepare the consolidated and Company financial statements in accordance with international accounting standards in conformity with the requirements of the Companies Act 2006 and International Financial Reporting Standards (IFRS) as issued by the International Accounting Standards Board (IASB). Under company law the Directors must not approve the financial statements unless they are satisfied that they give a true and fair view of the state of affairs of the Group and Company and of the profit or loss of the Group for that year.

In preparing these consolidated and Company financial statements, the Directors are required to:

- select suitable accounting policies and then apply them consistently;
- make judgements and estimates that are reasonable and prudent;
- state whether applicable IFRS Standards have been followed, subject to any material departures disclosed and explained in the financial statements; and
- prepare the financial statements on the going concern basis unless it is inappropriate to presume that the Group and Company will continue in business.

The Directors are responsible for keeping adequate accounting records that are sufficient to show and explain the Group and Company's transactions and disclose with reasonable accuracy at any time the financial position of the Group and Company and to enable them to ensure that the financial statements comply with the Companies Act 2006. They are also responsible for safeguarding the assets of the Group and Company and hence for taking reasonable steps for the prevention and detection of fraud and other irregularities.

The Directors are responsible for the maintenance and integrity of the corporate and financial information included on the Group and Company's website. Legislation in the United Kingdom governing the preparation and dissemination of financial statements may differ from legislation in other jurisdictions.

- 32.1.2 procuring, or agreeing to procure, subscription for Shares
- 32.2 Any such commission may be paid
  - 32.2.1 in cash, or in a fully paid or partly paid Shares or other securities, or partly in one way and partly in the other, and
  - 32.2.2 in respect of a conditional or an absolute subscription

### 33. COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS

33 I Except as required by law, no person is to be recognised by the Company as holding any Share upon any trust, and except as otherwise required by law or these Articles, the Company is not in any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it

## 34. FRACTIONAL ENTITLEMENTS

- 34.1 Where there has been a consolidation or division of shares and, as a result, Members are entitled to fractions of Shares, the Directors may
  - 34.1.1 sell the Shares representing the fractions to any person including the Company for the best price reasonably obtainable;
  - 34.1.2 authorise any person to execute an instrument of transfer of the Shares to the purchaser or a person nominated by the purchaser, and
  - 34.1.3 distribute the net proceeds of sale in due proportion among the holders of the Shares
- 34.2 Where any holder's entitlement to a portion of the proceeds of sale under article 34.1 amounts to less than a minimum figure determined by the Directors, that Member's portion may be retained for the benefit of the Company
- 34.3 The person to whom the Shares are transferred pursuant to article 34.1 is not obliged to ensure that any purchase money is received by the person entitled to the relevant fractions. The transferee's title to the shares is not affected by any irregularity in or invalidity of the process leading to their sale.

#### Lien and Forfeiture

### 35. COMPANY'S LIEN OVER SHARES

- 35.1 The Company shall have a first and paramount hen on every Share (whether or not a fully paid Share) for all moneys (whether presently payable or not) payable or otherwise owing by the holder of such Share (or any Associate of such holder) to the Company or any other Group Company (either alone or jointly with any other person) The Directors may at any time declare any Share to be wholly or in part exempt from the provisions of this article. The Company's lien on a Share shall extend generally as aforesaid as well as to any amount payable in respect of it
- 35.2 The Company may sell any Shares on which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within 14 clear days after notice in writing has been given to the holder of the Share or to the person entitled to it in consequence of the death or Bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the Shares may be sold. The provisions of article 6 shall apply to any sale of Shares made by the Company pursuant to this article (on the basis that a Mandatory Transfer

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"Encumbrance" any interest or equity of any person (including any right to acquire, option or right of pre-emption or conversion) or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention or any other security agreement or arrangement, or any agreement to create any of the above

"E Ordinary Shares" E Ordinary Shares of £0 10 each in the capital of the Company

"ESS Shares" shall have the meaning given to it in the Shareholders' Agreement

"ESS Shareholder" a holder of ESS Shares

"fully paid" in relation to a share, that the nominal value and any premium to be paid to the Company in respect of that Share have been paid to the Company

"Good Leaver" a member who ceases to be a director or employee of or consultant to a Group Company

- (a) as a result of death, or
- (b) as a result of disability or incapacity through ill health (other than where such ill health arises from the abuse of alcohol or drugs) where in the opinion of the Board (with Investor Approval) (acting reasonably, having obtained the opinion of an independent physician) such ill health has prevented, or is likely to prevent, the Member from performing his normal duties for a period of at least six months, or
- (c) as a result of serious illness of husband, wife, common law spouse, civil partner or child in respect of whom the relevant Member becomes the primary carer, or
- (d) in circumstances where his employment was terminated by the relevant Group Company as a result of (i) redundancy, (ii) wrongful dismissal, (iii) unfair dismissal or (iv) constructive dismissal (in the case of each of (ii) to (iv) as determined by an employment tribunal or court), or
- (c) m circumstances where he is determined by an Investor Majority to be treated as a Good Leaver

"Group Company" the Company and any other company which is for the time being a subsidiary undertaking of the Company (and "Group" shall be construed accordingly)

"holder" in relation to Shares, the person whose name is entered in the register of members as the holder of the Shares

"holding company" a holding company within the meaning of section 1159 Companies Act but in addition as if that section provided that a body corporate is deemed to be a member of another body corporate where its rights in relation to that body corporate are held on its behalf or by way of security by another person but treated for the purposes of that section as held by it

"Instrument" a document in hard copy form

"Investor" shall have the meaning given to it in the Shareholders' Agreement

"Investor Approval" the prior consent or approval in writing of an Investor Majority

"Investor Director" a person appointed as a director of the Company pursuant to article 3.5.1

"Investor Majority" the holders of not less than one half of the total number of A Ordinary Shares for the relevant time being in issue

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- 53 1 3 sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the Directors may otherwise decide, or
- 53.1.4 any other means of payment as the Directors agree with the distribution recipient either in writing or by such other means as the Directors decide
- 53.2 Dividends may be paid in such manner as the Directors decide and may be declared or paid in any currency. The Directors may agree with any distribution recipient that dividends which may at any time or from time to time be declared or become due on his Shares in one currency shall be paid or satisfied in another, and may agree the basis of conversion to be applied and how and when the amount to be paid in the other currency shall be calculated and paid and for the company or any other person to bear the costs involved.
- 53.3 In these Articles, the "distribution recipient" means, in respect of a Share in respect of which a dividend or other sum is payable
  - 53 3 1 the holder of the Share, or
  - 53.3.2 if the Share has two or more joint holders, whichever of them is named first in the register of members; or
  - 53.3.3 if the holder is no longer entitled to the Share by reason of death or Bankruptcy, or otherwise by operation of law, the Transmittee

54. DEDUCTIONS FROM DISTRIBUTIONS IN RESPECT OF SUMS OWED TO THE COMPANY

- 54.1 If
  - 54.1.1 a Share is subject to the Company's lien, and

54.1.2 the Directors are entitled to issue a lien enforcement notice in respect of it,

they may, instead of issuing a lien enforcement notice, deduct from any dividend or other sum payable in respect of the Share any sum of money which is payable to the Company in respect of that Share to the extent that they are entitled to require payment under a hen enforcement notice

- 54.2 Money so deducted must be used to pay any of the sums payable in respect of that Share
- 54.3 The Company must notify the distribution recipient in writing of
  - 54 3 1 the fact and amount of any such deduction;
  - 54.3.2 any non-payment of a dividend or other sum payable in respect of a Share resulting from any such deduction, and
  - 54 3 3 how the money deducted has been applied

#### 55. NO INTEREST ON DISTRIBUTIONS

The Company may not pay interest on any dividend or other sum payable in respect of a Share unless otherwise provided by the terms on which the Share was issued or the provisions of another agreement between the holder of that Share and the Company

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- 547 where a Priority Notice has been given, to any prospective transferees specified in such notice and, where Shares have been transferred to Custodians (as referred to in article 7 4), to any subsequent transfer by them of all or any such shares made in accordance with article 7 4 3, or
- 5.4.8 If the Member is an individual, to an Associate (within the meaning of paragraphs (a) and (b) of the definition of "Associate" contained in article 8.2.3) of such Member, or
- 5 4 9 if the transfer is made in accordance with the Buy-Out Model
- 5.5 No such Permitted Transfer as is referred to in articles 5.4.2, 5.4.3 or 5.4.8 may be made in respect of or in relation to any Share which for the relevant time being is the subject of any Transfer Notice or Mandatory Transfer Notice

#### 6. SHARE TRANSFERS - PRE-EMPTION PROVISIONS

- 61 Except in the case of a Permitted Transfer, the right to transfer or otherwise dispose of a Share or any interest or right in or arising from a Share (an option, warrant or other right to acquire any Share (whether by subscription, conversion or otherwise) being deemed (without limitation) to be an interest in a Share for this purpose) shall be subject to the provisions contained in this article and any such transfer or other disposal made otherwise than in accordance with such provisions shall be void.
- 6.2 Except in the case of a Permitted Transfer, before transferring or otherwise disposing of any Share or any interest or right in or arising from any Share the person proposing to transfer or otherwise dispose of the same (the "Transferor") shall give notice in writing (a "Transfer Notice") to the Company specifying the Shares, interest and/or rights of which the Transferor wishes to dispose The Transferor shall, contemporaneously with the giving of a Transfer Notice, deliver up and lodge with the Company the share certificate(s) in respect of the relevant shares
- 6.3 Notwithstanding that a Transfer Notice specifies that the Transferor wishes to dispose only of an interest or right in or arising from or attaching to, the Shares referred to therein, the Transfer Notice shall (notwithstanding anything in the Transfer Notice to the contrary) unconditionally constitute the Company as the agent of the Transferor in relation to the sale of all the legal title to, beneficial ownership of and all interests and rights attaching to the Shares referred to therein (the "Sale Shares") at the Sale Share Price in accordance with the provisions of this article. A Transfer Notice shall not be revocable except with the consent of the Directors
- 6.4 Except in the case of a Transfer Notice which a Member is required to give or is deemed to have given pursuant to article 7 (a "Mandatory Transfer Notice"), a Transfer Notice may include a condition (a "Total Transfer Condition") that if all the Sale Shares (of whatever class) are not sold to Approved Transferees, then none of the Sale Shares shall be so sold
- 6.5 Except in the case of a Mandatory Transfer Notice, the Transfer Notice may state, in addition to details of the Sale Shares
  - 6.5.1 the name or names of a person or persons (such person or persons being hereinafter referred to as the "Proposed Transferee") to whom the Sale Shares (or an interest or right in or ansing therefrom) are proposed to be transferred in the event that the Sale Shares are not acquired by Approved Transferees (as hereinafter defined), and

6.5.2 the entire consideration per share for which any such transfer or transfers of Sale Shares will be made (and, if any of the said consideration is not a cash price expressed

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in pounds sterling, an amount per share which is so expressed and which is commensurate with the entire consideration). In such event, subject to the Directors

being satisfied (and to that end being provided with such evidence as they may reasonably require) that the consideration so stated is a bona fide consideration (not inflated for particular reasons) agreed between the Transferor and the Proposed Transferee at arms' length and in good faith, such consideration shall be the Sale Share Price and the Prescribed Period shall commence on the date on which the Transfer Notice is given and shall expire 60 days thereafter

- 6.6 In the case of a Mandatory Transfer Notice or a Transfer Notice which does not state the further details referred to in article 6.5 then, subject always to article 7.3
  - 6.6.1 if, not more than 30 days after the date on which the Transfer Notice was given or was deemed to be given, the Transferor and the Directors shall have agreed a price per Share as representing the fair value of the Sale Shares or as being acceptable to the Transferor and not more than the fair value thereof then such price shall be the Sale Share Price and the Presented Period shall commence on the date on which such agreement is reached and shall expire 60 days thereafter, or
  - 6.6.2 failing such agreement, upon the expiry of 30 days (or such longer period (if any) as aforesaid) after the date on which the Transfer Notice was given or was deemed to be given the Directors shall instruct the auditors for the time being of the Company to determine and report to the Directors the sum per Share considered by them to be the fair value of the Sale Shares and (subject always to article 7.3) the sum per Share so determined and reported shall be the Sale Share Price and the Prescribed Period shall commence on the date on which the auditors shall so determine and report and shall expire 60 days thereafter
- 6.7 For the purposes of article 6.6, the auditors shall act as experts and not as arbitrators and (save only for manifest error) their determination shall be final and binding upon the Company and all Members. The costs and expenses of the auditors in relation to the making of their determination shall be borne by the Company unless the Sale Share Price as so determined is less than 110% of that (if any) which the Directors had notified to the Transferor as being in their opinion the Sale Share Price, in which event such costs and expenses shall be borne by the Transferor). For the purposes of article 6.6 and this article, the fair value of Sale Shares shall be the Market Value thereof.
- 6.8 Subject as provided in articles 6.9 and 7.4, Sale Shares shall be offered for sale to all the Members of the Company for the relevant time being holding A Ordinary Shares, B Ordinary Shares, C Ordinary Shares, D Ordinary Shares or E Ordinary Shares but so that
  - 6.8.1 If and to the extent that the Sale Shares consist of A Ordinary Shares the holders for the time being of A Ordinary Shares (other than the Transferor or any Associate of the Transferor) shall have a prior right to purchase the same ahead of the holders of B Ordinary Shares, C Ordinary Shares, D Ordinary Shares and E Ordinary Shares, or
  - 6.8.2 of and to the extent that the Sale Shares consist of B Ordinary Shares, the holders for the time being of B Ordinary Shares (other than the Transferor or any Associate of the Transferor) shall have a prior right to purchase the same ahead of the holders of A Ordinary Shares, C Ordinary Shares, D Ordinary Shares or E Ordinary Shares, or
  - 6.8.3 If and to the extent that the Sale Shares consist of C Ordinary Shares, the holders for the time being of A Ordinary Shares (other than the Transferor or any Associate of the

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accordance with articles 8.4 and 8.5 to all the holders of all Shares in the Company at the relevant time (of whatever class) (other than the Buyer if he is already such a holder) to purchase from them their entire holdings of Shares in the capital of the Company

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Each such offer as is referred to in article 8.3 (an "Offer") must, in respect of each class of the Company's share capital, provide for the consideration per share to be not less than the highest consideration given or agreed to be given by the Buyer for shares of any class during the period when the Offer remains open for acceptance or within 12 months prior to its commencement (the "relevant period") but taking into account the provisions of article 3.2 For these purposes, "highest consideration" means

- 8 4 1 if only cash is offered under the Offer, or if the Buyer has acquired any shares of that class for cash in the relevant period, the highest amount of cash per share thus offered or paid,
- 8.4.2 if, in the absence of this article, a non-cash consideration with a cash alternative would be offered under the Offer, or if the Buyer has acquired any shares of that class for cash in the relevant period, the highest amount of cash per share thus offered or paid,
- 8.4.3 if, in the absence of this article, a non-cash consideration with no cash alternative would be offered under the Offer, but the Buyer has acquired any shares of that class for cash in the relevant period, the highest amount of cash per share thus paid, and
- 8.4.4 if, in the absence of this article, a non-cash consideration with no cash alternative would be offered under the Offer, and the Buyer has not acquired any shares of that class for cash in the relevant period, the highest non-cash consideration per share thus offered
- 8.5 In addition, any Offer must be made in writing, must be open for acceptance and irrevocable for a period of not less than 30 and not more than 60 days, must not save with Investor Approval and the approval of the holders of a majority of the Ordinary Shares then in issue contain any requirement for any holder of A Ordinary Shares to give any representation, warranties or undertakings other than as to their capacity and capability to sell the relevant Shares and all rights thereto and interests therein free from any option, lien, charge or other encumbrance and must not be subject to any condition save only, if the Buyer so wishes, that acceptances must be received for a specified percentage of all the Shares in respect of which the Offer is made
- 8.6 If within 60 days of the making of an Offer, the Buyer has not acquired a Controlling Interest then such Offer shall be deemed not to have been made to the extent that the Buyer shall not be entitled to acquire a Controlling Interest at any time thereafter unless and until he has made further Offers
- 8 7 If, in respect of an Offer the holders of not less than 50 per cent (by number) of all the issued A Ordinary Shares then in issue (the "Accepting Shareholders") have indicated that they wish to accept the Offer, then the Accepting Shareholders shall give written notice to the remaining holders of the Shares (the "Other Shareholders") and the Company of their wish to accept the Offer and the Other Shareholders shall thereupon
  - 8 7 1 become bound to accept the Offer in respect of all Shares held by him,
  - 872 if the Accepting Shareholders have indicated that they wish to accept a contemporaneous offer from the Buyer in respect of any Loan Stock held and/or beneficially owned by them, be deemed to have accepted that offer in respect of any Loan Stock held and/or beneficially owned by them or any of their Associates (on the

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#### 32.1.2 procuring, or agreeing to procure, subscription for Shares

# 32.2 Any such commission may be paid

32.2.1 in cash, or in a fully paid or partly paid Shares or other securities, or partly in one way and partly in the other, and

32.2.2 in respect of a conditional or an absolute subscription

#### 33. COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS

33 I Except as required by law, no person is to be recognised by the Company as holding any Share upon any trust, and except as otherwise required by law or these Articles, the Company is not in any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it

#### 34. FRACTIONAL ENTITLEMENTS

- 34.1 Where there has been a consolidation or division of shares and, as a result, Members are entitled to fractions of Shares, the Directors may
  - 34 I 1 sell the Shares representing the fractions to any person including the Company for the best price reasonably obtainable;
  - 34 1.2 authorise any person to execute an instrument of transfer of the Shares to the purchaser or a person nominated by the purchaser, and
  - 34.1.3 distribute the net proceeds of sale in due proportion among the holders of the Shares
- 34.2 Where any holder's entitlement to a portion of the proceeds of sale under article 34.1 amounts to less than a minimum figure determined by the Directors, that Member's portion may be retained for the benefit of the Company
- 34.3 The person to whom the Shares are transferred pursuant to article 34.1 is not obliged to ensure that any purchase money is received by the person entitled to the relevant fractions. The transferree's title to the shares is not affected by any irregularity in or invalidity of the process leading to their sale.

Lien and Forfeiture

#### 35. COMPANY'S LIEN OVER SHARES

- 35.1 The Company shall have a first and paramount hen on every Share (whether or not a fully paid Share) for all moneys (whether presently payable or not) payable or otherwise owing by the holder of such Share (or any Associate of such holder) to the Company or any other Group Company (either alone or jointly with any other person). The Directors may at any time declare any Share to be wholly or in part exempt from the provisions of this article. The Company's hen on a Share shall extend generally as aforesaid as well as to any amount payable in respect of it
- 35.2 The Company may sell any Shares on which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within 14 clear days after notice in writing has been given to the holder of the Share or to the person entitled to it in consequence of the death or Bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the Shares may be sold. The provisions of article 6 shall apply to any sale of Shares made by the Company pursuant to this article (on the basis that a Mandatory Transfer

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#### 50. TRANSMITTEES BOUND BY PRIOR NOTICES

If a notice is given to a Member in respect of Shares and a Transmittee is entitled to those Shares, the Transmittee is bound by the notice if it was given to the Member before the Transmittee's name has been entered in the Register of Members

Dividends and Other Distributions

#### 51. PROCEDURE FOR DECLARING DIVIDENDS

- 51.1 Subject to these Articles (including without limitation, article 3.1), the Company may by ordinary resolution declare dividends, and the Directors may decide to pay interim dividends
- 51.2 A dividend must not be declared unless the Directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the Directors.
- 51.3 No dividend may be declared or paid unless it is in accordance with Members' respective rights
- 51.4 Except as the terms on which Shares are issued specify otherwise, all dividends must be paid by reference to each Member's holding of Shares on the date of the resolution or decision to declare or pay it.
- 51.5 If the Company's share capital is divided into different classes, no interim dividend may be paid on Shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear.
- 51.6 The Directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment
- 51.7 If the Directors act in good faith, they do not incur any liability to the holders of Shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on Shares with deferred or non-preferred rights

#### 52. CALCULATION OF DIVIDENDS

- 52.1 Except as otherwise provided by these Articles or the rights attached to Shares, all dividends must be declared and paid according to the amounts paid up on the Shares on which the dividend is paid and apportioned and paid proportionately to the amounts paid up on the Shares during any portion or portions of the period in respect of which the dividend is paid.
- 52.2 If any Share is issued on terms providing that it ranks for dividend as from a particular date, that Share ranks for dividend accordingly
- 52.3 For the purposes of calculating dividends, no account is to be taken of any amount which has been paid up on a Share in advance of the due date for payment of that amount

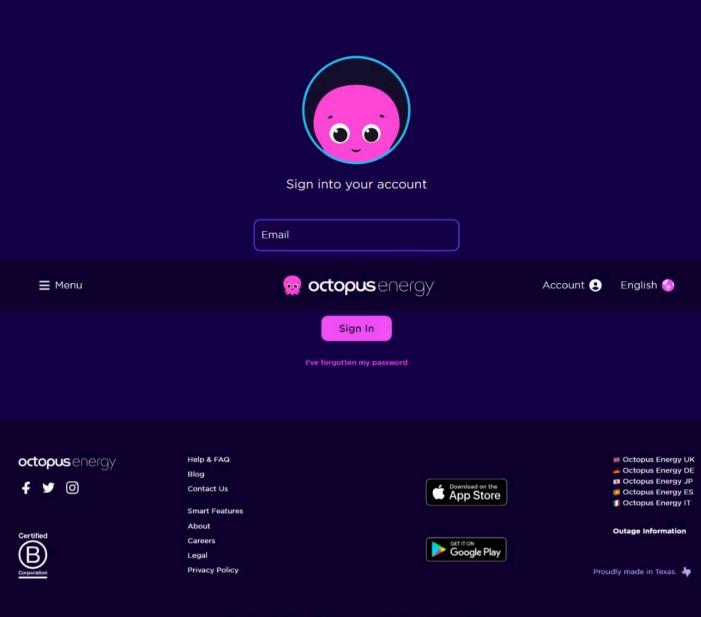
#### 53. PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS

- 53 1 Where a dividend or other sum which is a distribution is payable in respect of a Share, it must be paid by one or more of the following means
  - 53.1.1 transfer to a bank or building society account specified by the distribution recipient either in writing or as the Directors may otherwise decide,
  - 53.1.2 sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the Share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide,

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https://octopusenergy.com > signin
 <u>Sign into your account | Octopus Energy</u>
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Searches related to  $t\,j\,root\,at\,octopus\,energy$ 

21.5 Except to the extent that article 7.9, article 21.4, or the terms of any authority given under that article 21.4, may otherwise provide, and without prejudice to his obligation of disclosure in accordance with the Companies Act, a Director (including an alternate Director) shall be counted for the purposes of calculating whether there is a quorum and shall be entitled to vote at a meeting of the Directors or a committee of the Directors (or be an eligible director for the purposes of article 15) on any resolution concerning a matter in which he has directly or indirectly an interest or duty which is material and which conflicts or may conflict with the interests of the Company.

#### 22. RECORDS OF DECISIONS TO BE KEPT

The Directors must ensure that the Company keeps a record, in hard copy form, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the Directors

#### 23. DIRECTORS' DISCRETION TO MAKE FURTHER RULES

Subject to these Articles, the Directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors

#### Appointment of Directors

# 24. METHODS OF APPOINTING AND REMOVING DIRECTORS

- 24 1 Any person who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director.
  - 24.1.1 by ordinary resolution, or
  - 2412 by a decision of the Directors
- 24.2 In any case where, as a result of death or bankruptcy, the Company has no Members and no Directors, the Transmittee of the last Member to have died or to have a Bankruptcy order made against him has the right, by notice in writing, to appoint a person to be a Director
- 24.3 For the purposes of article 24.2, where two or more Members die in circumstances rendering it uncertain who was the last to die, a younger Member is deemed to have survived an older Member

#### 25. TERMINATION OF DIRECTOR'S APPOINTMENT

- 25.1 A person ceases to be a Director as soon as
  - 25.1.1 that person ceases to be a director by virtue of any provision of the Companies Act or is prohibited from being a director by law,
    - 25.1.2 a Bankruptcy order is made against that persor
    - 2513 a composition is made with that person's creditors generally in satisfaction of that person's debts,
    - 2514 he becomes, in the opinion of all his co-Directors, incapable by reason of mental disorder or physical incapacity of discharging his duties as a director,
    - 2515 notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms, or

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Baroness.oftheHouseof+Dawson\_105\_00507@gmail.com 25 WOODSTOCK AVENUE County Palatine of Nottingham [NG7 5QP] 25 June 2023

To: MR GREG SEAN JACKSON {CLAIMANT} Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State 164 to 182 Oxford Street London [W1D 1NN]

tj.root@octoenergy.com , notices@octoenergy.com Your Ref: S 1 801 1 1100005765500 10434397 , FC998064

cc. King Charles, c/o Lord of the Privy Counsel Penny Mordaunt MP penny.mordaunt.mp@parliament.uk, , Rob.Nixon@leics.police.uk, , Rob.Nixon@leicestershire.pnn.police.uk, , contactholmember@parliament.uk, , andrew.bridgen.mp@parliament.uk, , Lord Chief Justice alberto.costa.mp@parliament.uk, , firm.queries@fca.org.uk, , Chair@sec.gov , \_\_\_\_\_,

Our Ref: HOD-GREG S JACKSON CEO OCTOPUS ENERGY-HOD105

## Dear MR GREG SEAN JACKSON,

Thank you for the following: your electronic mail claims of indebtedness under contracts and material evidence of your expectation that we collude in the frauds by your failings to provide within the Subject Access Request. :

- 1. We have noted that Mr Greg S Jackson is the claimant.
- 2. We have noted a claim of a First hand knowledge.
- We have noted a claim of the contract, outstanding bill or other liabilities, obligations or agreements upon MISS ELAINE DAWSON to their private corporation/state and refusal to provide the books or accounting under the Subject Access Requests.
- 4. We have noted a claim of authority upon and over Our private property of property including real and intangible property which usurps our authority.
- We have noted a claim We have a Contract/Supply ID number within the private Corporation/State predicated upon which MISS ELAINE DAWSON incurs debt or other liabilities without presentation of aforesaid contract or agreement or such.
- 6. We have noted a claim We have a Contract/Supply within the private Corporation/State predicated upon which Octopus Energy Corps/State is at liberty to alter, change or otherwise increase the debt or other liabilities Octopus Energy Corps/State wish to 'charge' and take from MISS ELAINE DAWSON.
- 7. We have noted that this document has not been signed in wet ink by an embodied hand.
- 8. We have noted a claim under the UK Public General Acts—within a private Corporation/State.
- 9. We have noted a claim that the representatives of Octopus Energy Corps/State are exempt from the UK 1882 Bills of Exchange Act Section 23--Signature essential to liability
- 10. We have noted a claim that the representatives of Octopus Energy Corps/State are exempt from the UK 2006 Companies Act, section 44, the Execution of documents—the getting of the wet-ink consent of MISS ELAINE DAWSON before any of their private charter; OR the superior branches of Executive or Legislature Acts or Statutes can be acted upon.
- 11. We have noted a claim that the representatives of Octopus Energy Corps/State are exempt from the UK 2006 Fraud Act, including section 2—Fraud by false representation
- 12. We have noted the omissions Under the UK 2018 Data Protection Act--Consents Protection of personal data.
- 13. We have noted a claim that Octopus Energy Corps/State and all corporations/states have exemption—for Covid or any other—from the getting of the wet-ink consent of the 64.1 million 'governed' before any of their private charter; OR the superior branches of Executive or Legislature Acts or Statutes can be acted upon.
- 14. We have noted a claim that Octopus Energy and all corporations/states have exemption from providing equal contract or agreement consideration under their private charter terms or articles ;
- 15. We have noted a claim that Sir Jack Beatson FBA when head of the judiciary, was false in possiting that HM Government plc Corporation/State is superior to the judiciary by way of re-examination of the relationship.
- 16. We have noted a claim that Chandran Kukathas was false in possiting that HM Government plc is a Corporation/State.
- 17. We have noted a claim of exemption from the getting of the wet-ink consent of the 64.1 million 'governed' before any of HM Government plc Corporation/state private charter, Acts or Statutes can be acted upon.



 We have noted a claim of exemption from the disclose information.



UK 2006 Fraud Act, including section 2-Failing to

19. We have noted a claim of right to bias to the

detriment of MISS ELAINE DAWSON.

29. We have noted the further claims upon the documents hereto attached

It is a Maxim of the rule of law that he who makes a claim also carries the obligation by way of the fact that a claim has been made to present as material evidence, the material and factual substance of that claim. We would note that where there is no material evidence to support a claim then the claim would be fraudulent in nature which is recognized fraud by misrepresentation, a known criminal offence that is chargeable.

We would also draw to the attention of MR GREG SEAN JACKSON {CLAIMANT} IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State the Baron David Ward Affidavit, herewith attached to this letter—and served upon every MP in the office of HM Parliament Corporation/State. This is a formal and legal process where, when left unrebutted on a point by point basis leads to a formal, legal agreement in fact and law and we shall refer to it in detail from hereonin. The self initialed MPs who are employees of a private corporation, were served the Affidavit again—in October 2022—without rebuttal. The link to the public notices is given here: <a href="https://justpaste.it/MP\_SECURITISED\_LIENs">https://justpaste.it/MP\_SECURITISED\_LIENs</a> And <a href="https://justpaste.it/MP\_SECURITISED\_liens">

We have also noted and it is fact, that a Chief Executive Officer is culpable and liable for the activities of the staff of that corporation which is why we write to you. There is established a clear and noted obligation of service for MR GREG SEAN JACKSON {CLAIMANT} IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State to provide the valid and presentable material evidence to support the claims being made.

1. We have noted a claim of authority under UK Public General Acts—for which the mandatory requirement for HM Government Corporation/State before any Acts and statutes can be legally acted upon—being the getting of the wet-ink consents of the 64.1 million 'governed' is required and that you had these consents as presentable, material fact before you brought your charges or made your claims. MR GREG SEAN JACKSON {CLAIMANT} IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State has an obligation of service in the position of Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State to provide the valid, presentable material evidence to support this claim.

We refer you to Exhibit C of the David Ward Affidavit where Chandran Kukathas PhD details over 7 pages that the State is a private corporation and specifically a legal embodiment by act of registration; And of no material substance. Fraud however has been defined as a criminal act with full knowledge and intent to engage in criminal behaviour to benefit one, at the expense of another. To bring about by an act of force, support of this fraud is also recognised as an act of terrorism.

From Exhibit (B). —Case Authority WI-05257F David Ward V Warrington Borough Council, 30thDay of May 2013. Which is a case at court tribunal undertaken by recognised due process.

It is evident David Ward did not challenge the PCN or the traffic Management Act 2004 section 82 but the presumption of the consent of the governed.

What is a mandatory requirement before the Acts and statutes can be legally acted upon is for the consent of the governed to be valid and that it can be presented as material fact before any charges or claims can be brought. It is clear from this case authority undertaken by due process that: -(1) It is illegal to act upon any of the Acts or statutes without the consent of the governed [where the governed have actually given their consent] and that consent is presentable as material physical evidence of the fact that the governed have given their consent. (2) Where the Acts and statutes are acted upon then this is illegal and a criminal action by the Corporation/State. (3) The criminal action is Malfeasance in a public office and fraud. (4) Where there is no consent of the governed on and for the public record then there is no governed and where there is no governed then there is no government. The one cannot exist without the other-they are mutually exclusive. (5) As this criminal activity is observed to be standard practice and has been for nearly 800 years, then this is clear observable evidence to the fact that LAW is a presumption and there is no such thing as LAW. See Exhibit (A) the twelve presumptions of law.

Without this legal consent—the circa 64.1 million wet ink signed consents of the Governed—there is no legal authority under which there is a recognised officer of the Private Corporation/State that carries the necessary legal authority to create culpability, liability or agreement or otherwise enforce private corporate policy.

We refer you to the Baron David Ward unrebutted Affidavit Exhibit A—Formal challenge to the twelve presumptions of law. At the time of the taking without Our consent Our property corporeal and property real to extort in terrorem, We challenged the Presumptions of Law.

We have formally challenged all presumptions of law and as we have formally challenged all the twelve presumptions of law then the presumption of law formally has no substance in material FACT.

We will recognise the rule of law, when and only when there is the material evidence of that assumed rule of law has some material evidence of substance in presentable material fact.



2. We have noted a claim of exemption under UK Exchange Act Section 23--Signature essential presentable, material fact before you extorted



Public General Acts—from the UK 1882 Bills of to liability and that you had these exemptions as our property, brought your charges or made your

claims. MR GREG SEAN JACKSON {CLAIMANT} IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State has an obligation of service in the position of Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State to provide the valid, presentable material evidence to support this claim.

And to further underline the malfeasance being demonstrated by the taking of our property—intangible and real to ensure subjugation and to extort we refer you again to the Facts From Exhibit (C)—The Material evidence of the FACTS.

It has been confirmed by the Rt. Hon. Lord Chief Justice Sir Jack Beatson FBA, on and for the record that:- (1) Whilst there is no material and physical evidence presented to the fact that the governed have given their consent then the office of the Judiciary has no greater authority than the manageress of McDonalds being as the office of the Judiciary is a sub office of a legal embodiment by an act of registration where this act of registration creates nothing of physical material substance and which is also fraud by default. Any objection to this observation of fact should be taken up with the Rt. Hon. Lord |Chief Justice Sir Jack Beatson FBA, whereupon the Rt. Hon. Lord Chief Justice Sir Jack Beatson FBA, whereupon the Rt. Hon. Lord Chief Justice Sir Jack Beatson FBA.

As the office of the Judiciary is nothing more than a private commercial and fraudulent enterprise built upon fraud and criminal intent. This is by no stretch of the imagination a valid government by the people for the people as it is by default a private company providing a judicial service for profit and gain but where there is also and always a conflict of interests—where there is a conflict of interests between the needs of the people and the state (Corporate) Policy which has no obligation to the people or even the needs and wellbeing of corporation staff. This has been confirmed by Chandran Kukathas of the London School of Economics and state office titled the Department of Government.

Disagreements arising from 'contracts' are non-judicial and outside the scope of the private courts of the judiciary these being the sub-offices of the private Corporation/State of HM Government plc as shown above. As has been confirmed by the esteemed Rt. Hon. Lord Chief Justice Sir Jack Beatson FBA the office of the Judiciary (Court) is a sub office of a Private Limited corporation (HM Parliaments & Governments PLC) and that such an officer of a Private corporation court does not have the status to give or grant a Court Order outside of that Private corporation Office.

MR GREG SEAN JACKSON {CLAIMANT} IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State has made a demand for payment, but has not presented Us with a valid and legal Bill—predicated upon a pre existing commercial contract or agreement—which is recognised under the Bills of exchange act of 1882. Because there is no commercial arrangement in place under which to raise a Bill for the bill there arises a direct violation of the 1882 Bills of Exchange Act of 1882. Additionally without the wet ink signed commercial arrangement and Bill presented, this Act would also be a contravention of the UK 2006 Fraud Act and to demand payment under threats contravenes the UK 2000 Terrorism Act. We are not in the habit of knowingly conspiring to fraud and/or terrorism. See Bills of exchange act of 1882. http://www.legislation.gov.uk/ukpga/Vict/45-46/61.

3. We have noted a claim of exemption under UK Public General Acts—from the UK 2006 Companies Act, including section 44, the Execution of documents. MR GREG SEAN JACKSON {CLAIMANT} IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State has an obligation of service in the position of Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State to provide the valid, presentable material evidence to support this claim.

From Exhibit (D) of the Affidavit and Statement of Fact for Case Authority WI-05257F. 30d of May 2013 it is evident there is due process for the execution of legal and commercial documents. Where these processes are not followed then the very presence of a document which does not comply with these processes, is itself is the physical and material evidence of Malfeasance in a public office and fraud. We would point your attention to the FACTs that a corporation must execute documents legally and failure to do so renders the documents non legal and void—(1) Under the law of England and Wales or Northern Ireland a document is executed by a company—(a) by the affixing of its common seal, or (b) by signature in accordance with the following provisions. (2) A document is validly executed by a company if it is signed on behalf of the company— (a) by two authorised signatories, or (b) by a director of the company in the presence of a witness who attests the signature. (4) A document signed in accordance with subsection (2) and expressed in whatever words, to be executed by the company, has the same effect as if executed under the common seal of the company. The legal effect of the statute is that documents and deeds must be signed on behalf of the company by a director in the presence of a witness, or by two authorised signatories. Without adherence to these provisions no contracts can be considered duly executed by a company and their terms are therefore legally unenforceable.

4. We have noted a claim of exemption under UK Public General Acts—from the UK 2000 Terrorism Act, including section1-action taken for the benefit of a proscibed organisation. MR GREG SEAN JACKSON {CLAIMANT} IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited



Corporation/State has an obligation of service OCTOPUS ENERGY Limited Corporation/State to support this claim.



in the position of Chief Executive Officer for to provide the valid, presentable material evidence

To bring about by an act of force, support of this fraud is also recognised as an act of terrorism Under the UK 2000 Terrorism Act,s.1,5-action taken for the benefit of a proscibed organisation. It is evident from the omissions that there is no wet-ink signed contract between the Corporation/State of HM Government plc and OCTOPUS ENERGY Limited Corporation/State.

We refer you to Exhibit C of the David Ward Affidavit where under the —Including the taking of Our property of data and using it as your own without Our knowledge or consent, the threats against Our property and the further claims to benefit a private Corporation/State and extorting money with neither signature nor contract is an act of force *in terrorem*.

5. We have noted a claim of exemption under UK Public General Acts—from the UK 2006 Fraud Act, including section 4-Abuse of position. MR GREG SEAN JACKSON {CLAIMANT} IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State has an obligation of service in the position of Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State to provide the valid, presentable material evidence to support this claim.

We would further add that the claims made by MR GREG SEAN JACKSON {CLAIMANT} IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State acting with and under the UK 2006 Fraud Act, Part 35, section 2--FRAUD by ABUSE of POSITION (1)A person is in breach of this section if he—(a) occupies a position in which he is expected to safeguard, or not to act against, the financial interests of another person, (b) dishonestly abuses that position, and (c) intends, by means of the abuse of that position—(i) to make a gain for himself or another, or (ii) to cause loss to another or to expose another to a risk of loss. (2) A person may be regarded as having abused his position even though his conduct consisted of an omission rather than an act.

Fraud is a deliberate action to defraud where the victim of the crime is unaware having no knowledge of a situation or fact. This crime carries a penalty of incarceration for 7 to 10 years and the latter, where there is multiple instances of. 64.1 million people are subject to this crime everyday as it is now commonplace and is carried out by the largest and most ruthless criminal company in this country. This same company is also a public office with the enforcement to execute this crime which is inclusive of but not limited to:- The office of the police, The office of the Judiciary, Local government and central government. Independent Bailiff Companies which are licensed by the same company.

- 6. We have noted a claim that the judiciary, and all corporations/states have exemption from the getting of the wet-ink consent of the 64.1 million 'governed' before any of their private charter; OR the superior branches of Executive or Legislature Acts or Statutes can be acted upon. MR GREG SEAN JACKSON {CLAIMANT} IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State has an obligation of service in the position of Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State to provide the valid, presentable material evidence to support this claim.
- 7. We have noted a claim of exemption under UK Public General Acts—from the UK 2006 Fraud Act, including section 2-Failing to disclose information. MR GREG SEAN JACKSON {CLAIMANT} IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State has an obligation of service in the position of Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State to provide the valid, presentable material evidence to support this claim.

We also draw attention to the UK 2006 Fraud Act, Part 35, section 3--Fraud by failing to disclose information A person is in breach of this section if he—(a) dishonestly fails to disclose to another person information which he is under a legal duty to disclose, and (b) intends, by failing to disclose the information—(i)to make a gain for himself or another, or (ii)to cause loss to another or to expose another to a risk of loss.

8. We have noted a claim of all and any claims against our property including but not limited to, an Outstanding balance, balance due, bill outstanding, payment due,. MR GREG SEAN JACKSON {CLAIMANT} IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State has an obligation of service in the position of Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State to provide the valid, presentable material evidence to support this claim.

We would turn your attention to Exhibit D of the Baron David Ward Affidavit of Fact whereby a registered entity making false claims is liable under the UK 2006 Fraud Act, Part 35, section 2--FALSE REPRESENTATION A representation is false if—(a) it is untrue or misleading, and (b)the person making it knows that it is, or might be, untrue or misleading. (3)"Representation" means any representation as to fact or law, including a representation as to the state of mind of—(a)the person making the representation, or (b)any other person.



We would draw attention to the Contempt of to conduct which is not in itself a crime, but that its orders are observed. Civil contempt is



Court Reporting Restriction, "Civil contempt refers which is punishable by the court in order to ensure usually raised by one of the parties to the

proceedings. Although the penalty for civil contempt contains a punitive element, its primary purpose is coercion of compliance. We would add that the use of force in a civil matter is a wilful and belligerent act of terrorism and the above Contempt of Court Reporting Restrictions further prevent a judge from holding Miss Elaine Dawson in contempt in a civil matter. A claim of 'contractual obligations is a non-judicial matter.

- 9. We have noted a claim that the statement by Sir Jack Beatson FBA, at that time the head of the judiciary, was false in his address to Nottingham University, the private corporations/states of the Executive and legislature are superior to the judiciary by way of re-examination of the relationship. MR GREG SEAN JACKSON {CLAIMANT} IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State has an obligation of service in the position of Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State to provide the valid, presentable material evidence to support this claim.
- 10. We have noted a claim contra the statement made by Chandran Kukathas in possiting that HM Government plc is an entity, a Corporation/State. MR GREG SEAN JACKSON {CLAIMANT} IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State has an obligation of service in the position of Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State to provide the valid, presentable material evidence to support this claim.
- 11. We have noted a claim of right to act in bias to the detriment of MISS ELAINE DAWSON. MR GREG SEAN JACKSON {CLAIMANT} IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State has an obligation of service in the position of Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State to provide the valid, presentable material evidence to support this claim.

Failure to provide the valid, presentable material evidence to support the above listed claims made by MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State in the next seven (7) days will enter MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State in to a lasting and binding tacit agreement through acquiescence to the following effect:

- 1. Whereby there is now a formal and binding agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that the claim of MR GREG SEAN JACKSON {CLAIMANT} IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State of authority under UK Public General Acts—for which the mandatory requirement for HM Government Corporation/State before any Acts and statutes can be legally acted upon—being the getting of the wet-ink consents of the 64.1 million 'governed' is required and that you had these consents as presentable, material fact before you brought your charges or made your claims is fraudulent in nature which is also wilful and premeditated fraud by misrepresentation, which carries a term of incarceration of seven to ten years and the latter where there is multiple instances of, And there is a formal agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that MR GREG SEAN JACKSON Has formally agreed to be bound for commercial charges to the same degree.
- 2. Whereby there is now a formal and binding agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that the above wilful and premeditated agreed fraud by misrepresentation is also wilful and premeditated Malfeasance in the office which carries a term of incarceration of twenty five years and the latter where there is multiple instances of; And that there is a formal agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that MR GREG SEAN JACKSON will stand for commercial charges to the same degree.
- 3. Whereby there is now a formal and binding agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that the claim of exemption under UK Public General Acts—from the UK 1882 Bills of Exchange Act Section 23--Signature essential to liability and that you had these exemptions as presentable, material fact before you extorted our property, brought your charges or made your claims is fraudulent in nature which is also wilful and premeditated fraud by misrepresentation, which carries a term of incarceration of seven to ten years and the latter where there is multiple instances of, and there is a formal agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that MR GREG SEAN JACKSON has formally agreed to be bound for commercial charges to the same degree. s
- 4. Whereby there is now a formal and binding agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that the above wilful and premeditated agreed fraud by misrepresentation is also wilful and premeditated Malfeasance in the office which carries a term of incarceration of twenty five years and the latter where there is multiple instances of; And that there is a formal agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that MR GREG SEAN JACKSON will stand for commercial charges to the same degree.
- 5. Whereby there is now a formal and binding agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited



Corporation/State that the claim of exemption Companies Act, including section 44, the which is also wilful and premeditated fraud by



under UK Public General Acts—from the UK 2006 Execution of documents is fraudulent in nature misrepresentation, which carries a term of

incarceration of seven to ten years and the latter where there is multiple instances of, and there is a formal agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that MR GREG SEAN JACKSON has formally agreed to be bound for commercial charges to the same degree.

- 6. Whereby there is now a formal and binding agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that the above wilful and premeditated agreed fraud by misrepresentation is also wilful and premeditated Malfeasance in the office which carries a term of incarceration of twenty five years and the latter where there is multiple instances of; And that there is a formal agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that MR GREG SEAN JACKSON will stand for commercial charges to the same degree.
- 7. Whereby there is now a formal and binding agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that the claim of exemption under UK Public General Acts—from the UK 2000 Terrorism Act, including section1-action taken for the benefit of a proscibed organisation is fraudulent in nature which is also wilful and premeditated fraud by misrepresentation, which carries a term of incarceration of seven to ten years and the latter where there is multiple instances of, and there is a formal agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that MR GREG SEAN JACKSON has formally agreed to be bound for commercial charges to the same degree.
- 8. Whereby there is now a formal and binding agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that the above wilful and premeditated agreed fraud by misrepresentation is also wilful and premeditated Malfeasance in the office which carries a term of incarceration of twenty five years and the latter where there is multiple instances of; And that there is a formal agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that MR GREG SEAN JACKSON will stand for commercial charges to the same degree.
- 9. Whereby there is now a formal and binding agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that the claim of exemption under UK Public General Acts—from the UK 2006 Fraud Act, including section 4-Abuse of position is fraudulent in nature which is also wilful and premeditated fraud by misrepresentation, which carries a term of incarceration of seven to ten years and the latter where there is multiple instances of, and there is a formal agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that MR GREG SEAN JACKSON has formally agreed to be bound for commercial charges to the same degree.
- 10. Whereby there is now a formal and binding agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that the above wilful and premeditated agreed fraud by misrepresentation is also wilful and premeditated Malfeasance in the office which carries a term of incarceration of twenty five years and the latter where there is multiple instances of; And that there is a formal agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that MR GREG SEAN JACKSON will stand for commercial charges to the same degree.
- 11. Whereby there is now a formal and binding agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that the claim that the judiciary, and all corporations/states have exemption from the getting of the wet-ink consent of the 64.1 million 'governed' before any of their private charter; OR the superior branches of Executive or Legislature Acts or Statutes can be acted upon. is fraudulent in nature which is also wilful and premeditated fraud by misrepresentation, which carries a term of incarceration of seven to ten years and the latter where there is multiple instances of, and there is a formal agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that MR GREG SEAN JACKSON has formally agreed to be bound for commercial charges to the same degree.
- 12. Whereby there is now a formal and binding agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that the above wilful and premeditated agreed fraud by misrepresentation is also wilful and premeditated Malfeasance in the office which carries a term of incarceration of twenty five years and the latter where there is multiple instances of; And that there is a formal agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that MR GREG SEAN JACKSON will stand for commercial charges to the same degree.
- 13. Whereby there is now a formal and binding agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that the claim of exemption under UK Public General Acts—from the UK 2006 Fraud Act, including section 2-Failing to disclose information is fraudulent in nature which is also wilful and premeditated fraud by misrepresentation, which carries a term of incarceration of seven to ten years and the latter where there is



multiple instances of, and there is a formal GREG SEAN JACKSON IN THE POSITION OF Limited Corporation/State that MR GREG SEAN commercial charges to the same degree.



agreement between MISS ELAINE DAWSON and MR Chief Executive Officer for OCTOPUS ENERGY JACKSON has formally agreed to be bound for

- 14. Whereby there is now a formal and binding agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that the above wilful and premeditated agreed fraud by misrepresentation is also wilful and premeditated Malfeasance in the office which carries a term of incarceration of twenty five years and the latter where there is multiple instances of; And that there is a formal agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that MR GREG SEAN JACKSON will stand for commercial charges to the same degree.
- 15. Whereby there is now a formal and binding agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that the claim of all and any claims against our property including but not limited to, an Outstanding balance, balance due, bill outstanding, payment due, is fraudulent in nature which is also wilful and premeditated fraud by misrepresentation, which carries a term of incarceration of seven to ten years and the latter where there is multiple instances of, and there is a formal agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that MR GREG SEAN JACKSON has formally agreed to be bound for commercial charges to the same degree.
- 16. Whereby there is now a formal and binding agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that the above wilful and premeditated agreed fraud by misrepresentation is also wilful and premeditated Malfeasance in the office which carries a term of incarceration of twenty five years and the latter where there is multiple instances of; And that there is a formal agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that MR GREG SEAN JACKSON will stand for commercial charges to the same degree.
- 17. Whereby there is now a formal and binding agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that the claim that the statement by Sir Jack Beatson FBA, at that time the head of the judiciary, was false in his address to Nottingham University, the private corporations/states of the Executive and legislature are superior to the judiciary by way of re-examination of the relationship is fraudulent in nature which is also wilful and premeditated fraud by misrepresentation, which carries a term of incarceration of seven to ten years and the latter where there is multiple instances of, and there is a formal agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that MR GREG SEAN JACKSON has formally agreed to be bound for commercial charges to the same degree.
- 18. Whereby there is now a formal and binding agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that the above wilful and premeditated agreed fraud by misrepresentation is also wilful and premeditated Malfeasance in the office which carries a term of incarceration of twenty five years and the latter where there is multiple instances of; And that there is a formal agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that MR GREG SEAN JACKSON will stand for commercial charges to the same degree.
- 19. Whereby there is now a formal and binding agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that the claim contra the statement made by Chandran Kukathas in possiting that HM Government plc is an entity, a Corporation/State is fraudulent in nature which is also wilful and premeditated fraud by misrepresentation, which carries a term of incarceration of seven to ten years and the latter where there is multiple instances of, and there is a formal agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that MR GREG SEAN JACKSON has formally agreed to be bound for commercial charges to the same degree.
- 20. Whereby there is now a formal and binding agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that the above wilful and premeditated agreed fraud by misrepresentation is also wilful and premeditated Malfeasance in the office which carries a term of incarceration of twenty five years and the latter where there is multiple instances of; And that there is a formal agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that MR GREG SEAN JACKSON will stand for commercial charges to the same degree.
- 21. Whereby there is now a formal and binding agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that the claim of right to act in bias to the detriment of MISS ELAINE DAWSON is fraudulent in nature which is also wilful and premeditated fraud by misrepresentation, which carries a term of incarceration of seven to ten years and the latter where there is multiple instances of, and there is a formal agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that MR GREG SEAN JACKSON has formally agreed to be bound for commercial charges to the same degree.



22. Whereby there is now a formal and binding GREG SEAN JACKSON IN THE POSITION OF Limited Corporation/State that the above



agreement between MISS ELAINE DAWSON and MR Chief Executive Officer for OCTOPUS ENERGY wilful and premeditated agreed fraud by

misrepresentation is also wilful and premeditated Malfeasance in the office which carries a term of incarceration of twenty five years and the latter where there is multiple instances of; And that there is a formal agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that MR GREG SEAN JACKSON will stand for commercial charges to the same degree.

- 23. Whereby there is now a formal and binding agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State THAT the above noted and formally agreed fraud by misrepresentation and Malfeasance in the office of OCTOPUS ENERGY Limited Corporation/State is a demonstrated intention to cause MISS ELAINE DAWSON distress and alarm, which is a recognised act of terrorism And that there is a formal agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that MR GREG SEAN JACKSON will stand for commercial charges to the same degree.
- 24. Whereby there is now a formal and binding agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that the above wilful and premeditated agreed fraud by misrepresentation is also wilful and premeditated Malfeasance in the office which carries a term of incarceration of twenty five years and the latter where there is multiple instances of; And that there is a formal agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that MR GREG SEAN JACKSON will stand for commercial charges to the same degree.

Where there is a known crime there is an obligation to resolve. We would draw MR GREG SEAN JACKSON {CLAIMANT} attention to the following public record. –

a. https://www.youtube.com/watch?v=E545q2jAgeQ We would note here formally that the High Court Bailiff in this matter re-evaluated his options and declared no goods to Levy

We would draw your attention to a recent perfected and published lien's undertaken against officers of the Government.

b. <u>https://www.barondavidward.com/public/</u> And here: <u>https://tinyurl.com/3mas98t5</u> And here: <u>https://bdwfacts.com/wp-content/uploads/2022/06/BIT\_LY\_LINKS\_LIENS-UptoDate.pdf</u>

We await your response. Silence creates a tacit and binding agreement through acquiescence. No Assured Value. No Liability. No Errors and Omissions Accepted. Without ill will or vexation





Baroness.oftheHouseof+Dawson\_105\_00507@gmail.com 25 WOODSTOCK AVENUE County Palatine of Nottingham [NG7 5QP] 02 July 2023

To: MR GREG SEAN JACKSON {CLAIMANT} Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State 164 to 182 Oxford Street London [W1D 1NN]

tj.root@octoenergy.com , notices@octoenergy.com S 1 801 1 1100005765500 CORPS ID:10434397 , FCA /OFGEM ID:FC998064

cc. King Charles, c/o Lord of the Privy Counsel Penny Mordaunt MP penny.mordaunt.mp@parliament.uk, , , contactholmember@parliament.uk, , Lord Chief Justice , , firm.queries@fca.org.uk, , Chair@sec.gov , ,

Our Ref: HOD-GREG S JACKSON CEO OCTOPUS ENERGY-HOD105

Dear MR GREG SEAN JACKSON,

We have noted as of this day the 02 July 2023 there has been no response to our previous correspondence of the 25 June 2023. In the interests of clarity we repeat the same by presenting our letter of the 25 June 2023 again. In the interest of candour we extend the deadline by another seven (7) Days.

We await your response. Silence creates a tacit and binding agreement through acquiescence. No Assured Value. No Liability. No Errors and Omissions Accepted. We await your response. Silence creates a binding agreement. Without ill will or vexation





Baroness.oftheHouseof+Dawson\_105\_00507@gmail.com 25 WOODSTOCK AVENUE County Palatine of Nottingham [NG7 5QP] 09 July 2023

To: MR GREG SEAN JACKSON {CLAIMANT} Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State 164 to 182 Oxford Street London [W1D 1NN]

tj.root@octoenergy.com , notices@octoenergy.com S 1 801 1 1100005765500 CORPS ID:10434397 FCA /OFGEM ID:FC998064 CORPS ID:10434397 , FCA /OFGEM ID:FC998064

cc. King Charles, c/o Lord of the Privy Counsel Penny Mordaunt MP penny.mordaunt.mp@parliament.uk, , , contactholmember@parliament.uk, , , , Lord Chief Justice , , firm.queries@fca.org.uk, , Chair@sec.gov , ,

Our Ref: HOD-GREG S JACKSON CEO OCTOPUS ENERGY-HOD105

Dear MR GREG SEAN JACKSON,

We have noted as of this day the 09 July 2023 that there has been no response to our previous correspondence of the 25 June 2023 and 02 July 2023 respectively. In the interests of clarity we repeat the same by presenting our letter of the 25 June 2023 again. In the interest of candour we extend the deadline by another seven (7) Days.

We await your response. Silence creates a tacit and binding agreement through acquiescence. No Assured Value. No Liability. No Errors and Omissions Accepted. We await your response. Silence creates a binding agreement. Without ill will or vexation





# <u>Exhibit (B)</u>

Opportunity to resolve

and

Notice of Default.





Baroness.oftheHouseof+Dawson\_105\_00507@gmail.com 25 WOODSTOCK AVENUE County Palatine of Nottingham [NG7 5QP] 16 July 2023

To: MR GREG SEAN JACKSON {CLAIMANT} Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State 164 to 182 Oxford Street London [W1D 1NN]

tj.root@octoenergy.com , notices@octoenergy.com Your Ref: S 1 801 1 1100005765500 CORPS ID:10434397 , FCA /OFGEM ID:FC998064

cc. King Charles, c/o Lord of the Privy Counsel Penny Mordaunt MP penny.mordaunt.mp@parliament.uk, , , contactholmember@parliament.uk, , , , Lord Chief Justice , , firm.queries@fca.org.uk, , Chair@sec.gov , ,

Our Ref: HOD-GREG S JACKSON CEO OCTOPUS ENERGY-HOD105

#### Dear MR GREG SEAN JACKSON,

We have noted as of this day the 16 July 2023 that there has been no legal response to our previous correspondence dated the 25 June 2023, 02 July 2023 and 09 July 2023 respectively. There is now a formal agreement due to the absence of any valid material legal evidence.

If there is a crime to be redressed then it is important to comprehend the full extent of the crime before a solution or a remedy can be executed. You Chief Executive Officer MR GREG SEAN JACKSON have already been instrumental in this remedy as you have provided vital material evidence which is a part of the solution or remedy. For this material evidence, we thank you.

This may not be evident at first but the solution or remedy will benefit all including yourself. Complex matters have complex solutions, we can assure you that this solution is complex and these complexities may not be comprehended at first.

#### In the interests of candour and clarity:

It is a maxim of the rule of law that whomsoever brings a claim has the obligation to provide the material substance of that claim, else the claim is fraudulent in nature which is fraud by Misrepresentation and Malfeasance in the office. In addition to this an act of force where there is no material evidence and substance to a valid claim is also an act *in terrorem*, a wilful and belligerent act of terrorism.

There is therefore a formal legal requirement for MR GREG SEAN JACKSON {CLAIMANT} IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State to present the valid material evidence to the following effect.

1. We have noted a claim of authority under UK Public General Acts—for which the mandatory requirement for HM Government Corporation/State before any Acts and statutes can be legally acted upon—being the getting of the wet-ink consents of the 64.1 million 'governed' is required and that you had these consents as presentable, material fact before you brought your charges or made your claims. MR GREG SEAN JACKSON {CLAIMANT} IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State has an obligation of service in the position of Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State to provide the valid, presentable material evidence to support this claim.

We refer you to Exhibit C of the David Ward Affidavit where Chandran Kukathas PhD details over 7 pages that the State is a private corporation and specifically a legal embodiment by act of registration; And of no material substance. Fraud however has been defined as a criminal act with full knowledge and intent to engage in criminal behaviour to benefit one, at the expense of another. To bring about by an act of force, support of this fraud is also recognised as an act of terrorism.

From Exhibit (B). —Case Authority WI-05257F David Ward V Warrington Borough Council, 30thDay of May 2013. Which is a case at court tribunal undertaken by recognised due process. It is evident David Ward did not challenge the PCN or the traffic Management Act 2004 section 82 but the presumption of the consent of the governed.



What is a mandatory requirement before the consent of the governed to be valid and that it charges or claims can be brought.



Acts and statutes can be legally acted upon is for the can be presented as material fact before any

It is clear from this case authority undertaken by due process that: -(1) It is illegal to act upon any of the Acts or statutes without the consent of the governed [where the governed have actually given their consent] and that consent is presentable as material physical evidence of the fact that the governed have given their consent. (2) Where the Acts and statutes are acted upon then this is illegal and a criminal action by the Corporation/State. (3) The criminal action is Malfeasance in a public office and fraud. (4) Where there is no consent of the governed on and for the public record then there is no governed and where there is no governed then there is no government. The one cannot exist without the other-they are mutually exclusive. (5) As this criminal activity is observed to be standard practice and has been for nearly 800 years, then this is clear observable evidence to the fact that LAW is a presumption and there is no such thing as LAW. See Exhibit (A) the twelve presumptions of law.

Without this legal consent—the circa 64.1 million wet ink signed consents of the Governed—there is no legal authority under which there is a recognised officer of the Private Corporation/State that carries the necessary legal authority to create culpability, liability or agreement or otherwise enforce private corporate policy.

We refer you to the Baron David Ward unrebutted Affidavit Exhibit A—Formal challenge to the twelve presumptions of law. At the time of the taking without Our consent Our property corporeal and property real to extort in terrorem, We challenged the Presumptions of Law.

We have formally challenged all presumptions of law and as we have formally challenged all the twelve presumptions of law then the presumption of law formally has no substance in material FACT.

We will recognise the rule of law, when and only when there is the material evidence of that assumed rule of law has some material evidence of substance in presentable material fact.

2. We have noted a claim of exemption under UK Public General Acts—from the UK 1882 Bills of Exchange Act Section 23--Signature essential to liability and that you had these exemptions as presentable, material fact before you extorted our property, brought your charges or made your claims. MR GREG SEAN JACKSON {CLAIMANT} IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State has an obligation of service in the position of Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State to provide the valid, presentable material evidence to support this claim.

And to further underline the malfeasance being demonstrated by the taking of our property—intangible and real to ensure subjugation and to extort we refer you again to the Facts From Exhibit (C)—The Material evidence of the FACTS.

It has been confirmed by the Rt. Hon. Lord Chief Justice Sir Jack Beatson FBA, on and for the record that:- (1) Whilst there is no material and physical evidence presented to the fact that the governed have given their consent then the office of the Judiciary has no greater authority than the manageress of McDonalds being as the office of the Judiciary is a sub office of a legal embodiment by an act of registration where this act of registration creates nothing of physical material substance and which is also fraud by default. Any objection to this observation of fact should be taken up with the Rt. Hon. Lord [Chief Justice Sir Jack Beatson FBA, whereupon the Rt. Hon. Lord Chief Justice Sir Jack Beatson FBA, whereupon the Rt. Hon. Lord Chief Justice Sir Jack Beatson FBA, were the material and physical evidence that the governed have given their consents.

As the office of the Judiciary is nothing more than a private commercial and fraudulent enterprise built upon fraud and criminal intent. This is by no stretch of the imagination a valid government by the people for the people as it is by default a private company providing a judicial service for profit and gain but where there is also and always a conflict of interests—where there is a conflict of interests between the needs of the people and the state (Corporate) Policy which has no obligation to the people or even the needs and wellbeing of corporation staff. This has been confirmed by Chandran Kukathas of the London School of Economics and state office titled the Department of Government.

Disagreements arising from 'contracts' are non-judicial and outside the scope of the private courts of the judiciary these being the sub-offices of the private Corporation/State of HM Government plc as shown above. As has been confirmed by the esteemed Rt. Hon. Lord Chief Justice Sir Jack Beatson FBA the office of the Judiciary (Court) is a sub office of a Private Limited corporation (HM Parliaments & Governments PLC) and that such an officer of a Private corporation court does not have the status to give or grant a Court Order outside of that Private corporation Office.

MR GREG SEAN JACKSON {CLAIMANT} IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State has made a demand for payment, but has not presented Us with a valid and legal Bill—predicated upon a pre existing commercial contract or agreement—which is recognised under the Bills of exchange act of 1882. Because there is no commercial arrangement in place under which to raise a Bill for the bill there arises a direct violation of the 1882 Bills of Exchange Act of 1882. Additionally without the wet ink signed commercial arrangement and Bill presented, this Act would also be a contravention of the UK 2006 Fraud Act and to demand payment under threats contravenes the UK 2000 Terrorism Act. We are not in the habit of knowingly conspiring to fraud and/or terrorism. See Bills of exchange act of 1882. http://www.legislation.gov.uk/ukpga/Vict/45-46/61.



3. We have noted a claim of exemption under UK Act, including section 44, the Execution of IN THE POSITION OF Chief Executive Officer



Public General Acts—from the UK 2006 Companies documents. MR GREG SEAN JACKSON {CLAIMANT} for OCTOPUS ENERGY Limited Corporation/State

has an obligation of service in the position of Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State to provide laterial evidence to support this claim.

From Exhil there is du then the ve evidence o must execu England ar or (b) by si nd Statement of Fact for Case Authority WI-05257F. 30d of May 2013 it is evident ion of legal and commercial documents. Where these processes are not followed ent which does not comply with these processes, is itself is the physical and material c office and fraud. We would point your attention to the FACTs that a corporation id failure to do so renders the documents non legal and void—(1) Under the law of sland a document is executed by a company—(a) by the affixing of its common seal, with the following provisions. (2) A document is validly executed by a company if it

is signed on behalf of the company— (a) by two authorised signatories, or (b) by a director of the company in the presence of a witness who attests the signature. (4) A document signed in accordance with subsection (2) and expressed in whatever words, to be executed by the company, has the same effect as if executed under the common seal of the company. The legal effect of the statute is that documents and deeds must be signed on behalf of the company by a director in the presence of a witness, or by two authorised signatories. Without adherence to these provisions no contracts can be considered duly executed by a company and their terms are therefore legally unenforceable.

4. We have noted a claim of exemption under UK Public General Acts—from the UK 2000 Terrorism Act, including section1-action taken for the benefit of a proscibed organisation. MR GREG SEAN JACKSON {CLAIMANT} IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State has an obligation of service in the position of Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State to provide the valid, presentable material evidence to support this claim.

To bring about by an act of force, support of this fraud is also recognised as an act of terrorism Under the UK 2000 Terrorism Act,s.1,5-action taken for the benefit of a proscibed organisation. It is evident from the omissions that there is no wet-ink signed contract between the Corporation/State of HM Government plc and OCTOPUS ENERGY Limited Corporation/State.

We refer you to Exhibit C of the David Ward Affidavit where under the —Including the taking of Our property of data and using it as your own without Our knowledge or consent, the threats against Our property and the further claims to benefit a private Corporation/State and extorting money with neither signature nor contract is an act of force *in terrorem*.

5. We have noted a claim of exemption under UK Public General Acts—from the UK 2006 Fraud Act, including section 4-Abuse of position MR GREG SEAN JACKSON {CLAIMANT} IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State has an obligation of service in the position of Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State to provide the valid, presentable material evidence to support this claim.

We would further add that the claims made by MR GREG SEAN JACKSON {CLAIMANT} IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State acting with and under the UK 2006 Fraud Act, Part 35, section 2--FRAUD by ABUSE of POSITION (1)A person is in breach of this section if he—(a) occupies a position in which he is expected to safeguard, or not to act against, the financial interests of another person, (b) dishonestly abuses that position, and (c) intends, by means of the abuse of that position—(i) to make a gain for himself or another, or (ii) to cause loss to another or to expose another to a risk of loss. (2) A person may be regarded as having abused his position even though his conduct consisted of an omission rather than an act.

Fraud is a deliberate action to defraud where the victim of the crime is unaware having no knowledge of a situation or fact. This crime carries a penalty of incarceration for 7 to 10 years and the latter, where there is multiple instances of. 64.1 million people are subject to this crime everyday as it is now commonplace and is carried out by the largest and most ruthless criminal company in this country. This same company is also a public office with the enforcement to execute this crime which is inclusive of but not limited to:- The office of the police, The office of the Judiciary, Local government and central government. Independent Bailiff Companies which are licensed by the same company.

6. We have noted a claim that the judiciary, and all corporations/states have exemption from the getting of the wet-ink consent of the 64.1 million 'governed' before any of their private charter ; OR the superior branches of Executive or Legislature Acts or Statutes can be acted upon. MR GREG SEAN JACKSON {CLAIMANT} IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State has an obligation of service in the position of Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State to provide the valid, presentable material evidence to support this claim.



7. We have noted a claim of exemption under UK including section 2-Failing to disclose {CLAIMANT} IN THE POSITION OF Chief



Public General Acts—from the UK 2006 Fraud Act, information. MR GREG SEAN JACKSON Executive Officer for OCTOPUS ENERGY Limited

Corporation/State has an obligation of service in the position of Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State to provide the valid, presentable material evidence to support this claim.

We also draw attention to the UK 2006 Fraud Act, Part 35, section 3--Fraud by failing to disclose information A person is in breach of this section if he—(a) dishonestly fails to disclose to another person information which he is under a legal duty to disclose, and (b) intends, by failing to disclose the information—(i)to make a gain for himself or another, or (ii)to cause loss to another or to expose another to a risk of loss.

8. We have noted a claim of all and any claims against our property including but not limited to, an Outstanding balance, balance due, bill outstanding, payment due,. MR GREG SEAN JACKSON {CLAIMANT} IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State has an obligation of service in the position of Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State to provide the valid, presentable material evidence to support this claim.

We would turn your attention to Exhibit D of the Baron David Ward Affidavit of Fact whereby a registered entity making false claims is liable under the UK 2006 Fraud Act, Part 35, section 2--FALSE REPRESENTATION A representation is false if—(a) it is untrue or misleading, and (b)the person making it knows that it is, or might be, untrue or misleading. (3)"Representation" means any representation as to fact or law, including a representation as to the state of mind of—(a)the person making the representation, or (b)any other person.

We would draw attention to the Contempt of Court Reporting Restriction, "Civil contempt refers to conduct which is not in itself a crime, but which is punishable by the court in order to ensure that its orders are observed. Civil contempt is usually raised by one of the parties to the proceedings. Although the penalty for civil contempt contains a punitive element, its primary purpose is coercion of compliance. We would add that the use of force in a civil matter is a wilful and belligerent act of terrorism and the above Contempt of Court Reporting Restrictions further prevent a judge from holding Miss Elaine Dawson in contempt in a civil matter. A claim of 'contractual obligations is a nonjudicial matter.

- 9. We have noted a claim that the statement by Sir Jack Beatson FBA, at that time the head of the judiciary, was false in his address to Nottingham University, the private corporations/states of the Executive and legislature are superior to the judiciary by way of re-examination of the relationship. MR GREG SEAN JACKSON {CLAIMANT} IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State has an obligation of service in the position of Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State to provide the valid, presentable material evidence to support this claim.
- 10. We have noted a claim contra the statement made by Chandran Kukathas in possiting that HM Government plc is an entity, a Corporation/State. MR GREG SEAN JACKSON {CLAIMANT} IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State has an obligation of service in the position of Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State to provide the valid, presentable material evidence to support this claim.
- 11. We have noted a claim of right to act in bias to the detriment of MISS ELAINE DAWSON. MR GREG SEAN JACKSON {CLAIMANT} IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State has an obligation of service in the position of Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State to provide the valid, presentable material evidence to support this claim.

Failure to provide the valid presentable, material evidence to support the above listed claims made by MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State in the next SEVEN (7) days will enter MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State in to a lasting tacit agreement through acquiescence to the following effect:

- 1. Whereby there is now a formal and binding agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that the claim of MR GREG SEAN JACKSON {CLAIMANT} IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State of authority under UK Public General Acts—for which the mandatory requirement for HM Government Corporation/State before any Acts and statutes can be legally acted upon—being the getting of the wet-ink consents of the 64.1 million 'governed' is required and that you had these consents as presentable, material fact before you brought your charges or made your claims is fraudulent in nature which is also wilful and premeditated fraud by misrepresentation, which carries a term of incarceration of seven to ten years and the latter where there is multiple instances of, And there is a formal agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that MR GREG SEAN JACKSON has formally agreed to be bound for commercial charges to the same degree.
- Whereby there is now a formal and binding agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited



Corporation/State that the above wilful and also wilful and premeditated Malfeasance in twenty five years and the latter where there is



premeditated agreed fraud by misrepresentation is the office which carries a term of incarceration of multiple instances of; And that there is a formal

agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that MR GREG SEAN JACKSON will stand for commercial charges to the same degree.

- 3. Whereby there is now a formal and binding agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that the claim of exemption under UK Public General Acts—from the UK 1882 Bills of Exchange Act Section 23--Signature essential to liability and that you had these exemptions as presentable, material fact before you extorted our property, brought your charges or made your claims is fraudulent in nature which is also wilful and premeditated fraud by misrepresentation, which carries a term of incarceration of seven to ten years and the latter where there is multiple instances of, and there is a formal agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that MR GREG SEAN JACKSON has formally agreed to be bound for commercial charges to the same degree. s
- 4. Whereby there is now a formal and binding agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that the above wilful and premeditated agreed fraud by misrepresentation is also wilful and premeditated Malfeasance in the office which carries a term of incarceration of twenty five years and the latter where there is multiple instances of; And that there is a formal agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that MR GREG SEAN JACKSON will stand for commercial charges to the same degree.
- 5. Whereby there is now a formal and binding agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that the claim of exemption under UK Public General Acts—from the UK 2006 Companies Act, including section 44, the Execution of documents is fraudulent in nature which is also wilful and premeditated fraud by misrepresentation, which carries a term of incarceration of seven to ten years and the latter where there is multiple instances of, and there is a formal agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that MR GREG SEAN JACKSON has formally agreed to be bound for commercial charges to the same degree.
- 6. Whereby there is now a formal and binding agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that the above wilful and premeditated agreed fraud by misrepresentation is also wilful and premeditated Malfeasance in the office which carries a term of incarceration of twenty five years and the latter where there is multiple instances of; And that there is a formal agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that MR GREG SEAN JACKSON will stand for commercial charges to the same degree.
- 7. Whereby there is now a formal and binding agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that the claim of exemption under UK Public General Acts—from the UK 2000 Terrorism Act, including section1-action taken for the benefit of a proscibed organisation is fraudulent in nature which is also wilful and premeditated fraud by misrepresentation, which carries a term of incarceration of seven to ten years and the latter where there is multiple instances of, and there is a formal agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that MR GREG SEAN JACKSON has formally agreed to be bound for commercial charges to the same degree.
- 8. Whereby there is now a formal and binding agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that the above wilful and premeditated agreed fraud by misrepresentation is also wilful and premeditated Malfeasance in the office which carries a term of incarceration of twenty five years and the latter where there is multiple instances of; And that there is a formal agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that MR GREG SEAN JACKSON will stand for commercial charges to the same degree.
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MR GREG SEAN JACKSON IN THE POSITION OF Limited Corporation/State that MR GREG SEAN same degree.



Chief Executive Officer for OCTOPUS ENERGY JACKSON will stand for commercial charges to the

- 11. Whereby there is now a formal and binding agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that the claim that the judiciary, and all corporations/states have exemption from the getting of the wet-ink consent of the 64.1 million 'governed' before any of their private charter; OR the superior branches of Executive or Legislature Acts or Statutes can be acted upon. is fraudulent in nature which is also wilful and premeditated fraud by misrepresentation, which carries a term of incarceration of seven to ten years and the latter where there is multiple instances of, and there is a formal agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that MR GREG SEAN JACKSON has formally agreed to be bound for commercial charges to the same degree.
- 12. Whereby there is now a formal and binding agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that the above wilful and premeditated agreed fraud by misrepresentation is also wilful and premeditated Malfeasance in the office which carries a term of incarceration of twenty five years and the latter where there is multiple instances of; And that there is a formal agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that MR GREG SEAN JACKSON will stand for commercial charges to the same degree.
- 13. Whereby there is now a formal and binding agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that the claim of exemption under UK Public General Acts—from the UK 2006 Fraud Act, including section 2-Failing to disclose information is fraudulent in nature which is also wilful and premeditated fraud by misrepresentation, which carries a term of incarceration of seven to ten years and the latter where there is multiple instances of, and there is a formal agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that MR GREG SEAN JACKSON has formally agreed to be bound for commercial charges to the same degree.
- 14. Whereby there is now a formal and binding agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that the above wilful and premeditated agreed fraud by misrepresentation is also wilful and premeditated Malfeasance in the office which carries a term of incarceration of twenty five years and the latter where there is multiple instances of; And that there is a formal agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that MR GREG SEAN JACKSON will stand for commercial charges to the same degree.
- 15. Whereby there is now a formal and binding agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that the claim of all and any claims against our property including but not limited to, an Outstanding balance, balance due, bill outstanding, payment due, is fraudulent in nature which is also wilful and premeditated fraud by misrepresentation, which carries a term of incarceration of seven to ten years and the latter where there is multiple instances of, and there is a formal agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that MR GREG SEAN JACKSON has formally agreed to be bound for commercial charges to the same degree.
- 16. Whereby there is now a formal and binding agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that the above wilful and premeditated agreed fraud by misrepresentation is also wilful and premeditated Malfeasance in the office which carries a term of incarceration of twenty five years and the latter where there is multiple instances of; And that there is a formal agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that MR GREG SEAN JACKSON will stand for commercial charges to the same degree.
- 17. Whereby there is now a formal and binding agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that the claim that the statement by Sir Jack Beatson FBA, at that time the head of the judiciary, was false in his address to Nottingham University, the private corporations/states of the Executive and legislature are superior to the judiciary by way of re-examination of the relationship is fraudulent in nature which is also wilful and premeditated fraud by misrepresentation, which carries a term of incarceration of seven to ten years and the latter where there is multiple instances of, and there is a formal agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that MR GREG SEAN JACKSON has formally agreed to be bound for commercial charges to the same degree.
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19. Whereby there is now a formal and binding GREG SEAN JACKSON IN THE POSITION OF Limited Corporation/State that the claim



agreement between MISS ELAINE DAWSON and MR Chief Executive Officer for OCTOPUS ENERGY contra the statement made by Chandran Kukathas

in possiting that HM Government plc is an entity, a Corporation/State is fraudulent in nature which is also wilful and premeditated fraud by misrepresentation, which carries a term of incarceration of seven to ten years and the latter where there is multiple instances of, and there is a formal agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that MR GREG SEAN JACKSON has formally agreed to be bound for commercial charges to the same degree.

- 20. Whereby there is now a formal and binding agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that the above wilful and premeditated agreed fraud by misrepresentation is also wilful and premeditated Malfeasance in the office which carries a term of incarceration of twenty five years and the latter where there is multiple instances of; And that there is a formal agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that MR GREG SEAN JACKSON will stand for commercial charges to the same degree.
- 21. Whereby there is now a formal and binding agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that the claim of right to act in bias to the detriment of MISS ELAINE DAWSON is fraudulent in nature which is also wilful and premeditated fraud by misrepresentation, which carries a term of incarceration of seven to ten years and the latter where there is multiple instances of, and there is a formal agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that MR GREG SEAN JACKSON has formally agreed to be bound for commercial charges to the same degree.
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- 23. Whereby there is now a formal and binding agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State THAT the above noted and formally agreed fraud by misrepresentation and Malfeasance in the office of OCTOPUS ENERGY Limited Corporation/State is a demonstrated intention to cause MISS ELAINE DAWSON distress and alarm, which is a recognised act of terrorism And that there is a formal agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that MR GREG SEAN JACKSON will stand for commercial charges to the same degree.
- 24. Whereby there is now a formal and binding agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that the above wilful and premeditated agreed fraud by misrepresentation is also wilful and premeditated Malfeasance in the office which carries a term of incarceration of twenty five years and the latter where there is multiple instances of; And that there is a formal agreement between MISS ELAINE DAWSON and MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State that MR GREG SEAN JACKSON will stand for commercial charges to the same degree.

These are very serious crimes MR GREG SEAN JACKSON and under current state legislation there is a cumulative period of incarceration in excess of 150 years' incarceration. We would not wish to encumber the public purse for the costs of this incarceration as the public purse can ill afford this financial encumbrance. There is however an alternative and recognised process as suitable remedy.

As there is now an agreement between the parties by way of lasting tacit agreement through acquiescence, as you have already agreed to the crime then we elect to charge you under this agreement. As the crime was committed against Us then we reserve the right to choose the remedy for these crimes.

Where there is a crime then there is a requirement for a remedy otherwise the crime goes unresolved. As we now have an obligation to bring this crime to resolution we therefore are giving MR GREG SEAN JACKSON an opportunity to resolve.

Opportunity to resolve

 For the formally agreed criminal offence of fraud by misrepresentation where the claim being made by MR GREG SEAN JACKSON under the of authority under UK Public General Acts—for which the mandatory requirement for HM Government Corporation/State before any Acts and statutes can be legally acted upon—being the getting of the wet-ink consents of the 64.1 million 'governed' is required



and that you had these consents as brought your charges or made your claims wilful and premeditated fraud by



presentable, material fact before you is fraudulent in nature which is also misrepresentation. Where this is an

agreed chargeable criminal offence we will elect to formally charge MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State Five Million Pounds GBP £5.000.000.00

- For the formally agreed criminal offence of Malfeasance in the office of OCTOPUS ENERGY Limited Corporation/State, where MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State has agreed to this criminal offence of malfeasance in the office. Where this is an agreed chargeable criminal offence we will elect to formally chargeMR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State Five Million Pounds GBP
- 3. For the formally agreed criminal offence of fraud by misrepresentation where the claim being made by MR GREG SEAN JACKSON that of exemption under UK Public General Acts—from the UK 1882 Bills of Exchange Act Section 23--Signature essential to liability and that you had these exemptions as presentable, material fact before you extorted our property, brought your charges or made your claims is fraudulent in nature which is also wilful and premeditated fraud by misrepresentation. Where this is an agreed chargeable criminal offence we will elect to formally charge MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State Five Million Pounds GBP
- 4. For the formally agreed criminal offence of Malfeasance in the office of OCTOPUS ENERGY Limited Corporation/State, where MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State has agreed to this criminal offence of malfeasance in the office. Where this is an agreed chargeable criminal offence we will elect to formally charge MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State Five Million Pounds GBP
- 5. For the formally agreed criminal offence of fraud by misrepresentation where the claim being made by MR GREG SEAN JACKSON that of exemption under UK Public General Acts—from the UK 2006 Companies Act, including section 44, the Execution of documents is fraudulent in nature which is also wilful and premeditated fraud by misrepresentation. Where this is an agreed chargeable criminal offence we will elect to formally charge MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State Five Million Pounds GBP
- 6. For the formally agreed criminal offence of Malfeasance in the office of OCTOPUS ENERGY Limited Corporation/State, where MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State has agreed to this criminal offence of malfeasance in the office. Where this is an agreed chargeable criminal offence we will elect to formally charge MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State Five Million Pounds GBP
- 7. For the formally agreed criminal offence of fraud by misrepresentation where the claim being made by MR GREG SEAN JACKSON that of exemption under UK Public General Acts—from the UK 2000 Terrorism Act, including section1-action taken for the benefit of a proscibed organisation is fraudulent in nature which is also wilful and premeditated fraud by misrepresentation. Where this is an agreed chargeable criminal offence we will elect to formally charge MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State Five Million Pounds GBP
- 8. For the formally agreed criminal offence of Malfeasance in the office of OCTOPUS ENERGY Limited Corporation/State, where MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State has agreed to this criminal offence of malfeasance in the office. Where this is an agreed chargeable criminal offence we will elect to formally charge MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State Five Million Pounds GBP
- 9. For the formally agreed criminal offence of fraud by misrepresentation where the claim being made by MR GREG SEAN JACKSON that of exemption under UK Public General Acts—from the UK 2006 Fraud Act, including section 4-Abuse of position is fraudulent in nature which is also wilful and premeditated fraud by misrepresentation. Where this is an agreed chargeable criminal offence we will elect to formally charge MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State Five Million Pounds GBP

£5.000.000.00

£5,000,000.00

£5,000,000.00

£5,000,000.00

£5.000.000.00

£5,000,000.00





£5,000,000.00

- 10. For the formally agreed criminal offence of Malfeasance in the office of OCTOPUS ENERGY Limited Corporation/State, where MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State has agreed to this criminal offence of malfeasance in the office. Where this is an agreed chargeable criminal offence we will elect to formally charge MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State Five Million Pounds GBP £5.000.000.00
- 11. For the formally agreed criminal offence of fraud by misrepresentation where the claim being made by MR GREG SEAN JACKSON that that the judiciary, and all corporations/states have exemption from the getting of the wet-ink consent of the 64.1 million 'governed' before any of their private charter; OR the superior branches of Executive or Legislature Acts or Statutes can be acted upon. is fraudulent in nature which is also wilful and premeditated fraud by misrepresentation. Where this is an agreed chargeable criminal offence we will elect to formally charge MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State Five Million Pounds GBP
- £5,000,000.00 12. For the formally agreed criminal offence of Malfeasance in the office of OCTOPUS ENERGY Limited Corporation/State, where MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State has agreed to this criminal offence of malfeasance in the office. Where this is an agreed chargeable criminal offence we will elect to formally charge MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State Five Million Pounds GBP
- 13. For the formally agreed criminal offence of fraud by misrepresentation where the claim being made by MR GREG SEAN JACKSON that of exemption under UK Public General Acts—from the UK 2006 Fraud Act, including section 2-Failing to disclose information is fraudulent in nature which is also wilful and premeditated fraud by misrepresentation. Where this is an agreed chargeable criminal offence we will elect to formally charge MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State Five Million Pounds GBP
- 14. For the formally agreed criminal offence of Malfeasance in the office of OCTOPUS ENERGY Limited Corporation/State, where MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State has agreed to this criminal offence of malfeasance in the office. Where this is an agreed chargeable criminal offence we will elect to formally charge MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State Five Million Pounds GBP
  £5.000.000.00
- 15. For the formally agreed criminal offence of fraud by misrepresentation where the claim being made by MR GREG SEAN JACKSON that of all and any claims against our property including but not limited to, an Outstanding balance, balance due, bill outstanding, payment due, is fraudulent in nature which is also wilful and premeditated fraud by misrepresentation. Where this is an agreed chargeable criminal offence we will elect to formally charge MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State Five Million Pounds GBP
  - £5,000,000.00
- 16. For the formally agreed criminal offence of Malfeasance in the office of OCTOPUS ENERGY Limited Corporation/State, where MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State has agreed to this criminal offence of malfeasance in the office. Where this is an agreed chargeable criminal offence we will elect to formally charge MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State Five Million Pounds GBP
  - £5,000,000.00 ng made
- 17. For the formally agreed criminal offence of fraud by misrepresentation where the claim being made by MR GREG SEAN JACKSON that that the statement by Sir Jack Beatson FBA, at that time the head of the judiciary, was false in his address to Nottingham University, the private corporations/states of the Executive and legislature are superior to the judiciary by way of re-examination of the relationship is fraudulent in nature which is also wilful and premeditated fraud by misrepresentation. Where this is an agreed chargeable criminal offence we will elect to formally charge MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State Five Million Pounds GBP

£5,000,000.00



£5.000.000.00

5

#### £5,000,000.00

 For the formally agreed criminal offence of ENERGY Limited Corporation/State, where POSITION OF Chief Executive Officer for



Malfeasance in the office of OCTOPUS MR GREG SEAN JACKSON IN THE OCTOPUS ENERGY Limited

Corporation/State has agreed to this criminal offence of malfeasance in the office. Where this is an agreed chargeable criminal offence we will elect to formally charge MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State Five Million Pounds GBP £5.000.000.00

- 19. For the formally agreed criminal offence of fraud by misrepresentation where the claim being made by MR GREG SEAN JACKSON that contra the statement made by Chandran Kukathas in possiting that HM Government plc is an entity, a Corporation/State is fraudulent in nature which is also wilful and premeditated fraud by misrepresentation. Where this is an agreed chargeable criminal offence we will elect to formally charge MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State Five Million Pounds GBP £5.000.000.00
- 20. For the formally agreed criminal offence of Malfeasance in the office of OCTOPUS ENERGY Limited Corporation/State, where MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State has agreed to this criminal offence of malfeasance in the office. Where this is an agreed chargeable criminal offence we will elect to formally charge MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State Five Million Pounds GBP

£5,000,000.00

- 21. For the formally agreed criminal offence of fraud by misrepresentation where the claim being made by MR GREG SEAN JACKSON that of right to act in bias to the detriment of MISS ELAINE DAWSON is fraudulent in nature which is also wilful and premeditated fraud by misrepresentation. Where this is an agreed chargeable criminal offence we will elect to formally charge MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State Five Million Pounds GBP
  £5.000.000.00
- 22. For the formally agreed criminal offence of Malfeasance in the office of OCTOPUS ENERGY Limited Corporation/State, where MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State has agreed to this criminal offence of malfeasance in the office. Where this is an agreed chargeable criminal offence we will elect to formally charge MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State Five Million Pounds
  £5,000,000.00
- 23. For the formally agreed wilful and premeditated Act of causing alarm and distress which is a formally recognised act of terrorism which is also a recognised criminal offence. Where this is an agreed chargeable criminal offence we will elect to formally charge MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State A Hundred and Ten Million Pounds GBP
- 24. For the formally agreed criminal offence of Malfeasance in the office of OCTOPUS ENERGY Limited Corporation/State, where MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State has agreed to this criminal offence of malfeasance in the office. Where this is an agreed chargeable criminal offence we will elect to formally charge MR GREG SEAN JACKSON IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State Five Million Pounds GBP
  £5.000.000.00

Total agreed debt as resolution for the above listed criminal offences equals Two Hundred and Twenty Five million pounds GBP

£225,000,000.00

£110.000.000.00

Please make remedy by way of commercial instruments or personal cheque to the above address. If this is by personal cheque then please make the cheque in the name of Elaine Dawson.

If you MR GREG SEAN JACKSON elect not to resolve this matter and debt in the next seven (7) days from the receipt of this correspondence then seven (7) days later we will issue a further reminder as you MR GREG SEAN JACKSON are in default of your agreement and your agreed obligation. There will be a Notice of Default.

In the event where MR GREG SEAN JACKSON elects not to make settlement THEN it will be noted that MR GREG SEAN JACKSON has formally and of their own free will and without coercion elected to stand as a surety for a security by way of a Lien on the estate of MR GREG SEAN JACKSON and by way of the sins of the father extended



to the seventh generation where there may be an Grand Children's Pension.



attachment of earning on your Grand Children's

It is not our intent to place you MR GREG SEAN JACKSON in a state of distress or cause any distress loss or harm by this legal action. MR GREG SEAN JACKSON {CLAIMANT} IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State—we have expressed the criminal offences and there is an obligation to resolve. We have also noted that others in association are also complicit in the same criminal offences. Whomever is complicit in any criminal offences also carries the obligation to bring those also complicit in the same criminal offences to resolution.

This may be viewed to be an excessive action to take as a remedy but we bring your attention back to the affidavit Exhibit (F) No Body gets Paid. The Bank of England note GBP is based upon confidence and Belief where belief is a concept in the abstract which is of no material substance. So is this an excessive action where there is no monetary value. http://bit.ly/1WV48P

No injury loss or harm can be caused by the action. This is just numbers of no commercial significance as there cannot be commerce without money and there is no such thing as money so there is no such thing as economics.

It could be said that to take this action is to destabilise the economy. WHAT economy? The destabilization of the economy was done generations ago when the government licensed fraudulent Banking Practice—by that we mean Federal Reserve Banking practices, fractional lending and quantitative easing.

We did ask ourselves "Are we committing Fraud" Our response to this was. "Is there full disclosure?" YES. "Is there an agreement between the parties as a result of that disclosure?" YES. "Is there any injury loss or harm?" NO. Then there is no fraud.

Are we destabilising Government? See above. Without the consent of the governed on and for the record then there is no governed and no government by default. What Government? See Exhibit under the affidavit Exhibit (H). Without a valid and accountable government then there is no such thing as the public or the public purse.

MR GREG SEAN JACKSON we have expressed the criminal offences and there is an obligation to resolve. MR GREG SEAN JACKSON is either by wilful intent or ignorance from this day forward is not a fit and proper person to be in a position of trust. Ignorance of the law is no defence.

MR GREG SEAN JACKSON You have seven (7) days to make reparation for your criminal offences. Seven (7) days after that there will be a legal notice of default. Seven (7) days after that there will be a security by way of a lien.

We await your response. Silence creates a tacit and binding agreement through acquiescence. No Assured Value. No Liability. No Errors and Omissions Accepted. We await your response. Silence creates a binding agreement. Without ill will or vexation





Baroness.oftheHouseof+Dawson\_105\_00507@gmail.com 25 WOODSTOCK AVENUE County Palatine of Nottingham [NG7 5QP] 23 July 2023

### NOTICE of DEFAULT

To: MR GREG SEAN JACKSON {CLAIMANT} Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State 164 to 182 Oxford Street London [W1D 1NN]

tj.root@octoenergy.com , notices@octoenergy.com Your Ref: S 1 801 1 1100005765500 CORPS ID:10434397 , FCA /OFGEM ID:FC998064

cc. King Charles, c/o Lord of the Privy Counsel Penny Mordaunt MP penny.mordaunt.mp@parliament.uk, , , contactholmember@parliament.uk, , , , Lord Chief Justice , , firm.queries@fca.org.uk, , Chair@sec.gov , ,

Our Ref: HOD—GREG S JACKSON CEO OCTOPUS ENERGY—HOD105

Dear MR GREG SEAN JACKSON,

Notice of Default - Non Negotiable

Important Legal Information - Do not Ignore

Re: By Formal Agreement dated 09 July 2023 and opportunity to resolve dated 16 July 2023.

This is to notify you that you are now in default of your obligations under the above written formal agreement as a result of your failure to make remedy by way of commercial instrument.

I hereby declare as of the date above, Chief Executive Officer MR GREG SEAN JACKSON is now in default.

So there can be no confusion, this legal Notice is lawfully executed as of the date above. If, however, you make remedy by way of commercial instrument within the next 7 (Seven) days, the Notice of Default will not be entered against MR GREG SEAN JACKSON.

For the avoidance of doubt: failure to make remedy by way of commercial instrument of the Final Demand dated, the 23 July 2023 within the 7 (Seven) days allowance, we will enforce the Notice of Default in its entirety. Further legal action will be taken to recover the outstanding debt.

Legal proceedings will be taken to resolve this matter by raising a security by way of a lien.

We reserve the right to publish this by way of any media at our disposal. We await your response. Silence creates a binding agreement. So let it be said. So let it be written. So let it be done. Without ill will or vexation





# Exhibit (C)

Affidavit of Truth and Statement of Fact.

Placed formally on the record of Government and the State.

As of March 2015





House of Ward 145 Slater Street Warrington [WA4 1DW] 20<sup>th</sup> Day of March 2015

# Ladies and Gentlemen. It is our Duty and obligation and very great honour to make the following announcement and Decree.

## On this Day the 20thDay of March 2015.

It is now confirmed Formally, on and for the Record as of this Day the 20thDay of March 2015 Agreed by the State and the Crown By way of un-rebutted Affidavit and statement of Fact and that there is a lasting tacit and binding agreement through Acquiescence and Royal Assent by Default. That there has never been any such thing as LAW. But only the presumption of law, where a presumption is nothing of material substance and any presumption can be dismissed by a formal challenge.

It is now confirmed Formally, on and for the Record as of this Day the 20thDay of March 2015 Agreed by the State and the Crown By way of un-rebutted Affidavit and statement of Fact and that there is a lasting tacit and binding agreement through Acquiescence and Royal Assent by Default. That Parliament does not reign supreme and that any notion of government has no legitimacy without the Material evidence that the governed have given their consent and that there cannot be any Government For the one cannot exist in isolation without the other. Also that any action taken by way of Act or statute of Parliament is and always has been a criminal offence of FRAUD and Malfeasance in the office at the very least.

It is now confirmed Formally, on and for the Record as of this Day the 20thDay of March 2015 Agreed by the State and the Crown By way of un-rebutted Affidavit and statement of Fact and that there is a lasting tacit and binding agreement through Acquiescence and Royal Assent by Default. That the office of the Judiciary is nothing more than a sub office of a commercial body and the status and standing of any Judge or Magistrate currently on this land has no greater status or standing or authority than the Manageress of McDonalds. Also it is formally recognised on and for the record that the state is a is legal embodiment by an act of registration which is of no material substance and therefore fraud by default and that the interests of the State are the interests of the State alone to the detriment of anybody and anything else including its own officers of the state. That the actions of the State are now recognised as an unconscionable and criminal fraternity capable of highness crimes without measure.

It is now confirmed Formally, on and for the Record as of this Day the 20<sup>th</sup> Day of March 2015 Agreed by the State and the Crown By way of un-rebutted Affidavit and statement of Fact and that there is a lasting tacit and binding agreement through Acquiescence and Royal Assent by Default. That any and all executable Orders and Documents must carry an affixed common seal which denotes point of origin and that any and all excitable Orders and Documents must be signed by human hand and in wet ink by a named authoritative living being who takes full responsibility for the content of that formal excitable Order or document. Any deviation from this standing process where there is no affixed common seal or signature in wet ink by a living hand with authority to do so, will be recognised in perpetuity as a criminal offence.

It is now confirmed Formally, on and for the Record as of this Day the 20thDay of March 2015 Agreed by the State and the Crown By way of un-rebutted Affidavit and statement of Fact and that there is a lasting tacit and binding agreement through Acquiescence and Royal Assent by Default. That all imposed Taxation and Duty is and always has been not only a criminal offence but is also detrimental to all the people of this planet.

C&G. AC&G. ONC. HNC. MCP. MCP+i. MCSE. RBA.Para Legal. Attorney at Law. No Assured Value. No Liability. No Errors and Omissions Excepted. All Rights Reserved.



Page 1 of 2



House of Ward 145 Slater Street Warrington [WA4 1DW] 20<sup>th</sup> Day of March 2015

That from this day forward and as of the 20<sup>th</sup> Day of March 2015 and in perpetuity the enforcement of all Taxation and duty is a recognised Act of Terrorism. It is now confirmed Formally, on and for the Record as of this Day the 20thDay of March 2015 Agreed by the State and the Crown By way of un-rebutted Affidavit and stamen of Fact and that there is a lasting tacit and binding agreement through Acquiescence and Royal Assent by Default. That there is no such thing as money or commerce. No body gets paid or has been paid. No Body has the capability to Pay anybody or for any thing or Item without Money. All commercial instruments are nothing more than pieces of paper with marks on them. That there value is only confidence and belief where confidence and Belief is recognised as being of no material substance. The continued use of these commercial instruments is for the feeble of mind who insist on living in a make believe world of their own making. Capitalism will forever be recognised and in perpetuity as the exploitation of another for personal gain. This has always been an unconscionable and detrimental activity to the human race since Babylonian times.

It is now confirmed Formally, on and for the Record as of this Day the 20<sup>th</sup> Day of March 2015 Agreed by the State and the Crown By way of un-rebutted Affidavit and statement of Fact and that there is a lasting tacit and binding agreement through Acquiescence and Royal Assent by Default. There is no greater Sanctuary than the human home, be this home a castle or a wood hut or a blanket on the ground. From this day forward as of the 20<sup>th</sup> Day of March 2015 let it be known that any transgression of this sanctuary other than by invitation, that any transgression of this Sanctuary is a recognised Act of War and aggression. We have the right by the very fact that we live to protect our life and the life of our loved ones. Any transgression of this Sanctuary can be met with equal or great force with impunity. This is the long standing law and traditions of this land. So say we all.

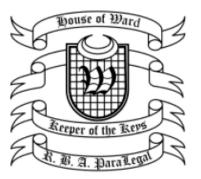
It is now confirmed Formally, on and for the Record as of this Day the 20<sup>th</sup> Day of March 2015 Agreed by the State and the Crown By way of un-rebutted Affidavit and statement of Fact and that there is a lasting tacit and binding agreement through Acquiescence and Royal Assent by Default. That the practice of election by way of secret ballot is and always has been an abomination and deception with no credibility or redeeming qualities. By the very fact that this is a SECRET Ballot by any means of notarisation or recording renders the outcome obsolete by definition that is a secret Ballot. By the very fact that there is no recognised un-elective or reveres process and by the very fact that there is no such word to this effect in the recognised dictionaries. Then this elective process by way of secret ballot is and always has been void ab initio. Have a nice Day. On and for the record.

Bring out the town crier and let the Bell ring. Let it be known across this planet, that from this day the 20thDay of March 2015 that the satanic Roman Empire is no more. Let it be by Decreed that this is the day and will always be the day in perpetuity when the days of austerity and tyranny end for all time to come. Let this day go down in history across this planet as a day of celebration for all time. So say we all.

## Let the celebrations begin.

So say we all.





House of Ward 145 Slater Street Warrington [WA4 1DW] 13<sup>th</sup> Day of February 2015

## Affidavit of Truth and statement of Fact.

- 1. I, Baron David of the House of Ward (being the undersigned) do solemnly swear, declare and depose .....
- THAT I am competent to state the matters herein, and do take oath and swear that the matters herein are true, certain and correct as contained within this David of the House of Ward Affidavit of Truth and Fact.
- 3. I am herein stating the truth, the whole truth & nothing but the truth; and these truths stand as fact until another can provide the material and physical evidence to the contrary.
- 4. THAT I fully and completely understand, before any charges can be brought, it must be firstly proved, by presenting the material evidence to support the facts that the charges are valid and have substance that can be shown to have material physical substance as a foundation in fact.
- 5. From Exhibit (A). —Formal challenge to the twelve presumptions of lawl A presumption is something that is presumed to be true and as a presumption then there is only a need for a formal challenge to that presumption to dismiss that presumption until the physical and material evidence can be presented to support that presumption.
- 6. From Exhibit (B). —Case Authority WI-05257Fl David Ward V Warrington Borough Council, 30thDay of May 2013. Which is a case at court tribunal undertaken by recognised due process It is clear in the case that David Ward did not challenge the PCN or the traffic Management Act 2004 section 82. But what was challenged was the presumption of the consent of the governed. What is a mandatory requirement before the Acts and statutes can be legally acted upon is that the consent of the governed has some validity and that it can be presented as material fact before any charges can be brought. It is clear from this case authority undertaken by due process that: -(1) It is illegal to act upon any of the Acts or statutes without the consent of the governed where the governed have actually given their consent. (2) Where the Acts and statutes are acted upon then this is illegal and a criminal action by the State. (3) The criminal action is Malfeasance in a public office and fraud. (4) Were there is no consent of the governed on and for the public record then there is not governed and where there is no governed then there is no government. The one cannot exist without the other. (5) As this criminal activity is observed to be standard practice and has been for nearly 800 years, then this is clear observable evidence to the fact that LAW is a presumption and there is no such thing as LAW. See Exhibit (A) the twelve presumptions of law.

From Exhibit (C). —The Material evidence of the FACTSI It has been confirmed by the Rt. Hon. Lord Chief Justice Sir Jack Beatson FBA, on and for the record that:-(1) Whilst there is no material and physical evidence to the fact that the governed have given their consent. Then the office of the Judiciary has no greater authority than the local manageress of McDonalds. As the office of the Judiciary is a sub office of a legal embodiment by an act of registration. Where this act of registration creates nothing of physical material substance and is also fraud by default. Any objection to this observation of fact should be taken up with the Rt. Hon. Lord |Chief Justice Sir Jack Beatson FBA, Where the Rt. Hon. Lord Chief Justice Sir Jack Beatson FBA would then have to present the material and physical evidence that the governed have given their consent. As the office of the Judiciary is nothing more than a private commercial and fraudulent enterprise built upon fraud and criminal intent. This is by no stretch of the imagination a valid government by the people for the people as it is by default a private company providing a judicial service for profit and gain but where





House of Ward 145 Slater Street Warrington [WA4 1DW] 13<sup>th</sup> Day of February 2015

there is also and always a conflict of interests where there is a conflict of interests between the needs of the people and the state (Company) Policy which has no obligation to the people or even the needs and wellbeing company staff. This has been confirmed by Chandran Kukathas of the London School of Economics and state office titled the Department of Government. See Exhibit (C) The Material evidence of the FACTS.

- 7. From Exhibit (D). It is quite clear that there is due process for the execution of legal and commercial documents. Where these processes are not followed then the very presence of a document which does not comply with these processes then the document it's self is physical and material evidence of Malfeasance in a public office and fraud.
- 8. From Exhibit (E). It is very clear that all instances of Taxation and Duty, VAT is not only not necessary but only serves to deplete and subtract from the populations prosperity. Not only this but as we have shown it is also illegal and criminal to do so without the agreement or the consent of the governed. It is unconscionable and a recognised act of terrorism. The Exhibit speaks for its self.
- 9. From Exhibit (F). The Facts are the Facts. There is no money. The facts are the Facts. A great number of people live their lives in a world of make believe. Let us consider this. Two barristers or lawyers will and do enter into a court room and one of them will lose. For some reason which is beyond our comprehension it is a professionally accepted practice to have a 50% failure rate. In a world of reality there is some people who service the planes at the local airport between flights. If these people had a 50% failure rate then 50% of the planes would fall out of the sky. THAT IS A FACT. There is no money, just the illusion of money. There is legal tender and fiscal currency and commercial instruments and promissory Bank notes, but there is no money. It is not possible to pay for anything without money. You never paid for anything and you never got paid. That is a fact.
- 10. There is no valid, legal or lawful government on this land. See Exhibit (H) The Hypocrisy of the Secret Ballet Elective Process.
- 11. From Exhibit (G). My rights end where your rights begin. Your rights end where my rights begin. Rights are not granted by government or the crown and they cannot be taken away or violated by government or the crown. A Judge does not have the right to trespass on my property so the judge cannot give a Bailiff or a civil enforcement officer or a policeman the right by means of a warrant or an order because the Judge, who is a company servant by default, does not have that authority unless I agree. A public servant is a servant by default with the status of servant and a servant has no authority above the one who grants that authority. Until the Judge can present the agreement or the consent of the governed then the Judge has no authority to grant a warrant or a court order. Exhibit Case Authority WI-05257F. David Ward V Warrington Borough Council. 30thday of May 2013. Also Exhibit (C) The Material evidence of the FACTS. These are the facts. The material evidence of these facts has been provided.
- 12. This Affidavit of Truth and statement of Fact stands on and for the record as FACT until some other can present the material physical evidence to the contrary which is valid.

Without ill will or vexation.

For and on behalf of the Principal legal embodiment by the title of MR DAVID WARD. For and on behalf of the attorney General of the House of Ward. For and on behalf of Baron David of the House of Ward. All rights reserved.





# Exhibit (A)

# Formal challenge to the twelve presumptions of law

# 19th Day of January 2015



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#### Formal challenge to the twelve presumptions of law

Definition of presumption: http://www.oxforddictionaries.com/definition/english/presumption

1. An idea that is taken to be true on the basis of probability:

As a presumption, is a presumption on which must be agreed by the parties, to be true.

#### THEN and EQUALY

If one party challenges the presumption to be true on the basis of probability. Then this is all that is recognised to be required to remove the presumption is a formal challenge to that presumption. The presumption then has no standing or merit in FACT.

A probability: http://www.oxforddictionaries.com/definition/american\_english/probability

1. The extent to which something is probable; the likelihood of something happening or being the case:

By definition then this is not substantive as it is only a probability of what may be and therefore has no substance in material FACT.

A **State Court** does not operate according to any true rule of law, but by presumptions of the law. Therefore, if presumptions presented by the private Bar Guild are not rebutted they become fact and are therefore said to stand true. There are twelve (12) key presumptions asserted by the private Bar Guilds which if unchallenged stand true being *Public Record, Public Service, Public Oath, Immunity, Summons, Custody, Court of Guardians, Court of Trustees, Government as Executor/Beneficiary, Agent and Agency, Incompetence, and Guilt:* 

(i) The Presumption of Public Record is that any matter brought before a state Court is a matter for the public record when in fact it is presumed by the members of the private Bar Guild that the matter is a private Bar Guild business matter. Unless openly rebuked and rejected by stating clearly the matter is to be on the Public Record, the matter remains a private Bar Guild matter completely under private Bar Guild rules;

We, the undersigned formally challenge the *Presumption of Public Record* as it is by definition a presumption by definition and has no standing or merit in presentable or material fact.





(ii) The Presumption of Public Service is that all the members of the Private Bar Guild who have all sworn a solemn secret absolute oath to their Guild then act as public agents of the Government, or "public officials" by making additional oaths of public office that openly and deliberately contradict their private "superior" oaths to their own Guild. Unless openly rebuked and rejected, the claim stands that these private Bar Guild members are legitimate public servants and therefore trustees under public oath;

We, the undersigned formally challenge the *Presumption of Public Service* as it is by definition a presumption, by definition and has no standing or merit in presentable or material fact.

(iii) The Presumption of Public Oath is that all members of the Private Bar Guild acting in the capacity of "public officials" who have sworn a solemn public oath remain bound by that oath and therefore bound to serve honestly, impartiality and fairly as dictated by their oath. Unless openly challenged and demanded, the presumption stands that the Private Bar Guild members have functioned under their public oath in contradiction to their Guild oath. If challenged, such individuals must recues themselves as having a conflict of interest and cannot possibly stand under a public oath;

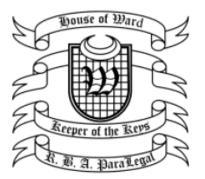
We, the undersigned formally challenge the *Presumption of Public Oath* as it is by definition a presumption, by definition and has no standing or merit in presentable or material fact.

(iv) The Presumption of Immunity is that key members of the Private Bar Guild in the capacity of "public officials" acting as judges, prosecutors and magistrates who have sworn a solemn public oath in good faith are immune from personal claims of injury and liability. Unless openly challenged and their oath demanded, the presumption stands that the members of the Private Bar Guild as public trustees acting as judges, prosecutors and magistrates are immune from any personal accountability for their actions;

We, the undersigned formally challenge the *Presumption of Immunity* as it is by definition a presumption, by definition and has no standing or merit in presentable or material fact.

(v) The Presumption of Summons is that by custom a summons unrebutted stands and therefore one who attends Court is presumed to accept a position (defendant, juror, witness) and jurisdiction of the court. Attendance to court is usually invitation by summons. Unless the summons is rejected and returned, with a copy of the rejection filed prior to choosing to visit or attend, jurisdiction and position as the accused and the existence of "guilt" stands;





We, the undersigned formally challenge the *Presumption of* **Summons** as it is by definition a presumption, by definition and has no standing or merit in presentable or material fact.

(vi) The Presumption of Custody is that by custom a summons or warrant for arrest unrebutted stands and therefore one who attends Court is presumed to be a thing and therefore liable to be detained in custody by "Custodians". Custodians may only lawfully hold custody of property and "things" not flesh and blood soul possessing beings. Unless this presumption is openly challenged by rejection of summons and/or at court, the presumption stands you are a thing and property and therefore lawfully able to be kept in custody by custodians;

We, the undersigned formally challenge the *Presumption of Custody* as it is by definition a presumption, by definition and has no standing or merit in presentable or material fact.

(vii) The Presumption of Court of Guardians is the presumption that as you may be listed as a "resident" of a ward of a local government area and have listed on your "passport" the letter P, you are a pauper and therefore under the "Guardian" powers of the government and its agents as a "Court of Guardians". Unless this presumption is openly challenged to demonstrate you are both a general guardian and general executor of the matter (trust) before the court, the presumption stands and you are by default a pauper, and lunatic and therefore must obey the rules of the clerk of guardians (clerk of magistrates court);

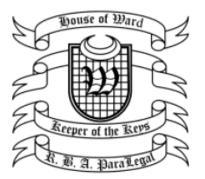
We, , the undersigned formally challenge the *Presumption of Guardians* as it is by definition a presumption, by definition and has no standing or merit in presentable or material fact.

(viii) The Presumption of Court of Trustees is that members of the Private Bar Guild presume you accept the office of trustee as a "public servant" and "government employee" just by attending a Roman Court, as such Courts are always for public trustees by the rules of the Guild and the Roman System. Unless this presumption is openly challenged to state you are merely visiting by "invitation" to clear up the matter and you are not a government employee or public trustee in this instance, the presumption stands and is assumed as one of the most significant reasons to claim jurisdiction simply because you "appeared";

We, the undersigned formally challenge the *Presumption of Trustees* as it is by definition a presumption, by definition and has no standing or merit in presentable or material fact.

(ix) The Presumption of Government acting in two roles as Executor and Beneficiary is that for the matter at hand, the Private Bar Guild appoints the judge/magistrate in the capacity of Executor while





the Prosecutor acts in the capacity of Beneficiary of the trust for the current matter. if the accused does seek to assert their right as Executor and Beneficiary over their body, mind and soul they are acting as an Executor De Son Tort or a "false executor" challenging the "rightful" judge as Executor.

Therefore, the judge/magistrate assumes the role of "true" executor and has the right to have you arrested, detained, fined or forced into a psychiatric evaluation. Unless this presumption is openly challenged to demonstrate you are both the true general guardian and general executor of the matter (trust) before the court, questioning and challenging whether the judge or magistrate is seeking to act as Executor De Son Tort, the presumption stands and you are by default the trustee, therefore must obey the rules of the executor (judge/magistrate) or you are an Executor De Son Tort and a judge or magistrate of the private Bar guild may seek to assistance of bailiffs or sheriffs to assert their false claim against you;

We, the undersigned formally challenge the *Presumption of* **Government acting in two roles as Executor and Beneficiary** as it is by definition a presumption, by definition and has no standing or merit in presentable or material fact.

(x) The Presumption of Agent and Agency is the presumption that under contract law you have expressed and granted authority to the Judge and Magistrate through the statement of such words as "recognize, understand" or "comprehend" and therefore agree to be bound to a contract. Therefore, unless all presumptions of agent appointment are rebutted through the use of such formal rejections as "I do not recognize you", to remove all implied or expressed appointment of the judge, prosecutor or clerk as agents, the presumption stands and you agree to be contractually bound to perform at the direction of the judge or magistrate;

We, the undersigned formally challenge the *Presumption of* **Agent** and **Agency** as it is by definition a presumption, by definition and has no standing or merit in presentable or material fact.

(xi) The Presumption of Incompetence is the presumption that you are at least ignorant of the law, therefore incompetent to present yourself and argue properly. Therefore, the judge/magistrate as executor has the right to have you arrested, detained, fined or forced into a psychiatric evaluation. Unless this presumption is openly challenged to the fact that you know your position as executor and beneficiary and actively rebuke and object to any contrary presumptions, then it stands by the



BDW B 'CASE AUTHORITY'

# Exhibit (B)

# **Case Authority**

Case No WI 05257F

David Ward

## And

Warrington Borough Council

Date: 30<sup>th</sup> Day of May 2013

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Case Overview.

What the Government would like people to believe is that a procedural impropriety is an acceptable mistake which can be overlooked. But what this is, is a deliberate act of fraud and also malfeasance in a public office.

These are very serious crimes with criminal intent.

Fraud is a deliberate action to defraud where the victim of the crime is unaware having no knowledge of a situation or fact. This crime caries a penalty of 7 to 10 years incarceration and there latter, where there is multiple instances of. 63.5 million People are subject to this crime everyday as it is now commonplace and is carried out by the largest and most ruthless criminal company in this country.

This same company is also a public office with the enforcement to execute this crime which is inclusive of but not limited to:- The office of the police, The office of the Judiciary, Local government and central government. Independent Bailiff Companies which are licensed by the same company.

Malfeasance, Misfeasance and Nonfeasance is also a very severe crime with a period of incarceration of Life in prison. Malfeasance is a deliberate act, with criminal intent to defraud. Ignorance is no defense. Malfeasance has been defined by appellate courts in other jurisdictions as a wrongful act which the actor has no legal right to do; as an act for which there is no authority or warrant of law; as an act which a person ought not to do; as an act which is wholly wrongful and unlawful; as that which an officer has no authority to do and is positively wrong or unlawful; and as the unjust performance of some act which the party performing it has no legal right.

Crimes of this nature cannot go unpunished. If crime goes unpunished then the criminal will undertake the action again and again. When the criminal is rewarded for the crime by their peers and superiors it then becomes difficult to know that a crime has been committed in the first place. However, it is everyone's obligation to be fully conversant with there actions, and the consequences of their actions in every situation.

"I was just following orders" Or "I was just doing my Job" Is no excuse.

When the full extent of these crimes is realised, it then becomes blatantly obvious that these crimes are deliberate and in full knowledge if not by the lower subordinates but defiantly by the executive officers of the company.

The cost of these crimes has been estimated to be in the region of £4,037.25 Trillion over the past 35 years. This is the cost to the people of this small country which is far in excess by many times the global GDP.

The simplicity of this case is very often overlooked as it involves a simple PCN. (Penalty Charge Notice)

It is important to note here that the appellant at tribunal did not challenge the PCN, or the Traffic Management Act. But the appellant took out the very foundation to any claim made under any Act or statute of Parliament. All of which have the same legal dependency which has never been fulfilled in 800 years.

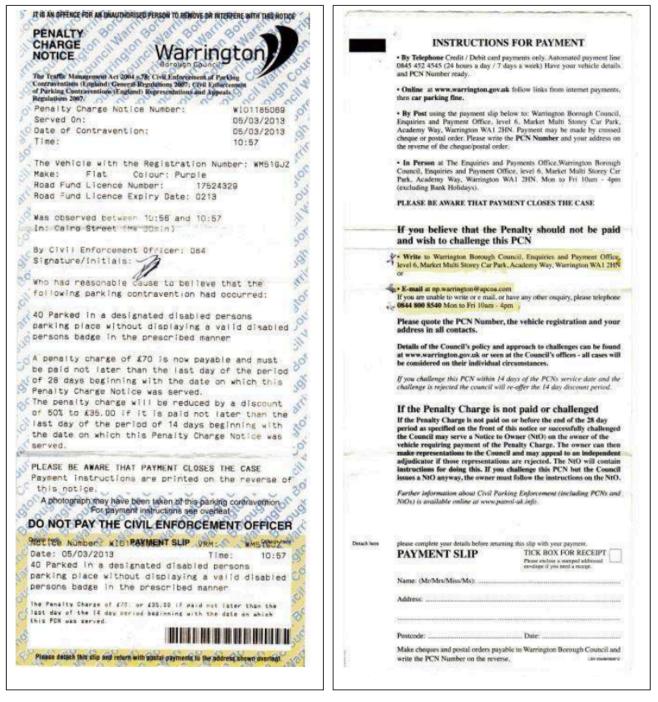
There are in excess of 8 million Act's and statutes. None of which can be acted upon without the legal authority to do so. To act upon these same Act's/Statutes without the legal authority to do so is Malfeasance in a public office and fraud at the very least.

This case which was undertaken at tribunal and there for recognized due process confirms this to be the facts of the matter.

### Case details.

This may be a simple PCN (Penalty Charge Notice) but close observation of the details will conclusively show otherwise.

This is the PCN (Penalty Charge Notice) issued by Warrington Borough Council which clearly shows that a claim is being made under the traffic management Act 2004. There is clearly no disclosure to the fact that there is no liability to pay as the outcome will show.



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The Next document and physical evidence is the notice to owner from the same Warrington borough Council which also quite clearly makes the claim that there has been a violation of the traffic Management Act 2004 section 82. On the 08<sup>th</sup> April 2013.

Enforcement of Parking Contraventions (Engla Mr David Ward 145 Slater Street Warrington WA4 1DW		cement of Parking Contraventions (England) General Regulations 2007; Civil nd) Representations and Appeals Regulations 2007 WI01185069					
		の正を話ける	Borough Co paid in full	ouncil becau and you ar	ise the P	en issued to you by Warringto enalty Charge Notice has not bee gistered owner/keeper/hirer on th le Notice was served to the vehicle	
Date of this Notice to Owner and date of post			ting 08/04/2013				
		1.1.1.	Mr David Ward	the second se	-4.22	Sector and an and the	
This Notice to Owner has been s				Warrington Bo			
Vehicle Registration Number		WM51GJZ			Make		
Tax Disc In respect of Penalty Charge Notice (PCN) Number		17524329 WI01185069			Expiry Served on	05/03/2013	
By Civil Enforcement Officer (CEO)		W1084					
who had reason to believe that the following contravention had occurred and that a penalty charge was payable.		40 Parked in a designated disabled persons parking place without displaying a valid disabled persons badge in the prescribed manner					
Location of contravention		Cairo Street (MW 30min)					
Date of Contravention		05/03/2013			Time	10:57:04	
Penalty Charge Amount: £7	70	510		_			
		AND CARGO CONSERVE					

#### YOU THE OWNER/KEEPER/HIRER ARE LIABLE FOR THE PENALTY CHARGE NOTICE – DO NOT IGNORE THIS NOTICE OR PASS IT TO THE DRIVER

You may make representations to Warrington Borough Council as to why this penalty charge should not be paid. These Representations should be made not later than the last day of the period of 28 days beginning on the date on which this Notice is served and any representations made outside that period may be disregarded.

Note: If you do not pay the penalty charge or make Representations before the period specified above, the penalty charge will increase by 50% to £105 and a Charge Certificate will be served on you. If you do not pay the full amount shown on the Charge Certificate, Warrington Borough Council may register it as a debt at the County Court and then put the case in the hands of the bailiffs who will add their own costs to the penalty charge.

## Payment Slip WI011

WI01185069

For payment options please see overleaf

You must complete this slip in BLOCK CAPITALS and return it to the address below:

Penalty Charge Notice:WI01185069 Vehicle Registration Number:WM51GJZ Date of Contravention:05/03/2013 Payment Amount Due: £70

Warrington Borough Council, Enquiries & Payments Office, Level 6, Market Multi Storey Car Park, Academy Way, Warrington, WA1 2HN



We would also point out at this point that this is an unsigned NOTICE and not a legal document. The mitigating circumstances is that there has been a procedural impropriety, which is clearly an option as this is clearly stated on the notice to owner. So it is apparent that there is a procedural impropriety in place and this is known by Warrington Borough Council otherwise this option would not be a part of the Notice to owner. We also took the opportunity to utilise a second option which confirms there is a procedural impropriety and that the order which is alleged to have been contravened in relation to the vehicle is invalid. Why ells would these possibilities be on this notice to owner if there was not a procedural impropriety. We also took the opportunity to complete section 3 of the notice to owner to clarify the procedural impropriety on a separate piece of paper as advocated by Warrington Borough Council as there was not enough space on the notice to owner provided. These presentations were as follows.

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# **Notice to Warrington Borough Council**

Warrington Borough Council, Enquiries & Payments Office Level 6 Market Multi Story Car Park Academy Way Warrington WA1 2HN 145 Slater Street Latchford Warrington WA4 1DW 16<sup>th</sup> of April 2013

## Notice of opportunity to withdraw Notice to Agent IS NOTICE TO PRINCIPAL AND NOTICE TO PRINCIPAL IS NOTICE TO AGENT APPLIES DO NOT IGNORE THIS LETTER. IGNORING THIS LETTER WILL HAVE LEGAL CONCEQUENCES

#### You're Reference: WI01185069

#### Dear Sir's

We do not know who to name as the recipient of this communication as the sender failed in his/her duty of care and did not sign the document sent to Mr David Ward at his address. The action of not signing the document sent to Mr David Ward legally means that no living person has taken legal responsibility for the content of the document on behalf of Warrington Borough Council and the document cannot be legally responded to. That very act of not signing the document renders the document void and therefore none legal and unusable in law under current legislation. Strike one. Deliberate Deception.

This Document will now be kept on file as physical presentable evidence, as it represent the criminal activities of the representatives of Warrington Borough Council whether they are aware of this transgression or not. Ignorance of the law is no defence and all of the representatives of Warrington Borough Council are now culpable under the current legislation because one individual failed to sign the document. This is a fact which must be understood. Strike two. Ignorance of current legislation.

The second big mistake on the document is that the document is a notice to owner. Under current legislation the owner of any motorised vehicle is the DVLA Swansea SA99 1BA, this means that some imbecile at Warrington Borough Council has sent a notice to owner to the registered keeper and not the official owner. Strike three. Document sent to the wrong address. We have not progressed beyond the first line yet and we are falling around on the floor in a state of hysteria at the competence levels demonstrated by the representatives of Warrington Borough Council. Mr David Ward is the official registered keeper not the owner.

The very next line refers to the Traffic Management Act 2004. Now this is where things get really interesting because the Act referred to is an act of HM Parliament and governments PLC, a recognised corporation or an all for profit business. An Act which is not law in the UK, it is not even referred to as law as it is an Act of a corporation or an all for profit business, or policy, but it is not a law. **Strike four**. Displays lack of understanding and competence regarding what is the difference between law and legislation. Act's and statutes of HM Parliament and governments **PLC** can only be given force of law by the consent of the governed which have agreed to those Act's and statutes of HM Parliament and governments PLC. There for there is a mandatory legal requirement under current legislation that the governed must have given their <u>consent</u> legally which can be physically presented as <u>fact</u> before the Act's and statutes of HM Parliament and governments PLC can be given force of law. Not Law, Not enforceable. Sixty three and a half million people in the UK have not legally entered into those agreements in full knowledge and understanding and of their own free will, which must be kept on the public record for the Act's and statutes of HM Parliament sPLC to be given an <u>action</u> which involves <u>force</u>. Or Law.

The next item we come to is a demand for payment. A demand for payment without a signed Bill is a direct contravention of the Bills of Exchange Act 1882. Strike Five. The Bills of exchange act of 1882 is based upon a pre existing commercial contract or agreement. See Bills of exchange act of 1882. <u>http://www.legislation.gov.uk/ukpga/Vict/45-46/61</u>.

Profiteering through deception is an act of fraud. Strike six. See Fraud Act 2006. http://www.legislation.gov.uk/ukpga/2006/35/contents. Insisting or demanding payment without a pre existing commercial

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arrangement which is based on presentable fact in the form of a commercial agreement is an act of deception. Payment is a commercial activity.

## You have been served LEGAL NOTICE

Mr David ward has no recognisable legal means to respond to a demand for payment without a signed bill which is based upon a pre existing commercial contract or arrangement or agreement, because there is no standing commercial contract or arrangement or agreement between Mr David Ward and Warrington Borough Council. If Mr David Ward was to willingly comply with the demand for payment without a commercially recognised bill, then Mr David Ward would have knowingly given consent and conspired to a commercially fraudulent action. This in turn would make Mr David Ward culpable under current regulation for that action. Mr David Ward will not knowingly create that liability against himself or create that culpability.

The very presentation of the document that we are responding to from Warrington Borough Council, which is also a document that will be kept on file for future presentation as physical evidence, which is presentable physical evidence and a list of transgressions against the currently held legislation.

This same document supplied by Warrington Borough Council recognises that there may be, or has been a procedural impropriety by the enforcement authority. This is the only saving grace on this document which allows for a honourable withdrawal, of the proceedings implemented illegally by the enforcement authority.

This document is representation as to the procedural impropriety by the enforcement authority and as stated at the outset of the document, gives an <u>opportunity to withdraw</u> due to the procedural impropriety by the enforcement authority. This process is also a matter of complying with current legislation, without which Mr David Ward would be unsuccessful if he were to pursue legal proceeding against the enforcement authority and or the members of Warrington Borough Council.

As the opportunity to withdraw has now been presented to the enforcement authority and the members of Warrington Borough Council under a procedural impropriety by the enforcement authority. Should the above mentioned not take the opportunity to make an honourable withdrawal and confirm such in writing to Mr David Ward, then Mr David Ward will be left with no other option in the future but to start legal proceedings against the enforcement authority and the members of Warrington Borough Council.

The content of this document will be in the public domain in the next few days as there is no agreement in place which is legally binding with which to prevent this.

We don't expect to be hearing from the enforcement authority and or the members of Warrington Borough Council again unless it is in the form of a written confirmation of withdrawal of proceedings. No further correspondence will be entered into regarding this matter.

WITHOUT PREJUDICE, i.e. all natural and Unalienable Rights Reserved

For and on behalf of David Ward

Mr David Ward reserves the right to use force to defend himself, his family and his family home, which he has an unalienable right to do so.

Response to this notice should be forwarded within 10 days of receipt of this notice to the postal address known as, 145 Slater Street, Latchford, Warrington WA4 1DW No assured value, No liability. No Errors & Omissions Accepted. All Rights Reserved. WITHOUT RECOURSE – NON-ASSUMPSIT

## You have been served LEGAL NOTICE

Warrington Borough council decided at this point not to recognise the representation given or the requirement for Warrington Borough council to present the legal and presentable "Consent of the governed" Which is mandatory for Warrington Borough council to have the correct legal authority before acting under the Act's and statutes of parliament.

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It is also important to note that Warrington Borough council did not at this point contest the presentations made.

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*	
WARRINGTON	
WARRINGTON Borough Council	David Boyer Assistant Director
Borough Council	Transportation, Engineering and Operations
	Parking Services Unit
	Enquiries & Payment Office Level 6, Market Multi Storey Car Park
Mr David Ward	Academy Way
145 Slater Street	Warrington WA1 2HN
Warrington WA4 1DW	
	Interim Chief Executive Professor Steven Broomhead
	www.warrington.gov.uk If you have difficulty making contact
	please dial 0844 800 8540
	Apoos, working in partnership with Warrington Borough Council
23/04/2013	PARKING
Dear Mr Ward.	
Bear wir Ward,	
Re: Notice of Rejection of Repr	esentations
	vil Enforcement of Parking Contraventions
(England) General Regulations 2007; C (England) Representations and Appeal	Civil Enforcement of Parking Contraventions
(inighting) representations and representations	s regulations 2007.
	: WI01185069
	: 05/03/2013 10:57:04
Location of Contravention	: Cairo Street (MW 30min)
Your representations against the	above Penalty Charge Notice have been
	of the circumstances at the time and in
	ement Act 2004. Grounds for cancellation of
	shed and this letter is the formal Notice of
'Rejection of Representations'.	( ) ( <b>7</b>
The reasons for rejection are:	of what?
	nated disabled persons parking place without
displaying a valid disabled persons t	
Unfortunately, you cannot park in	n a Disabled Bay unless you are clearly
	adge. The Traffic Information Sign on Cairo
displaying a valid Disabled Blue Ba	arly states.
Street (adjacent to your vehicle) clea	any states.
Street (adjacent to your vehicle) clea "Disabled badge holders only,	any states.
Street (adjacent to your vehicle) clea "Disabled badge holders only, Mon – Sat,	
Street (adjacent to your vehicle) clea "Disabled badge holders only, Mon – Sat, 8am – 6.30pm",	whicle) there is a white 'bay' marking with the

There is no effective contest to the presentations made. So the presentations made stand as fact.

Also at this point Warrington Borough council invited Mr D Ward to take Warrington Borough council to tribunal and the outcome would be legal and binding on both parties. So we took advantage of this generous offer and we also included

copy of all documents up to this point as physical evidence.. This was the same process as before. Along with same presentations sent to Warrington Borough council. Along with a letter to the adjudicator as follows.

\_\_\_\_\_

Dear Adjudicator

Please forgive the informality as we have not been made aware of the name of the adjudicator.

This is in response to Warrington Borough Councils decision to reject our challenge against the PCN. Clearly the PCN has been challenged by Mr David Ward, But that challenge has not been rebutted by Warrington Borough Council, as Warrington Borough Council have only repeated the grounds under which the PCN was raised. Copy under same cover which is highlighted. Also a PCN is a penalty charge Notice and as such a notice of a penalty charge. A recognisable Bill has not been raised and presented to Mr David Ward complete with a wet ink signature.

As the presentations made by Mr David Ward where not addressed. Then the challenge made by Mr David Ward still stands and the PCN is not valid or enforceable.

Warrington Borough Council has made a demand for payment, but has not presented Mr David Ward with a Bill which is recognised under the Bills of exchange act of 1882. (Which also must have a signature in wet ink?) Warrington Borough Council cannot raise a Bill because there is no commercial arrangement in place between Warrington Borough Council and Mr David Ward under which to raise a Bill.

For Mr David Ward to respond by paying without a bill signed in wet ink, then that would be a direct violation of the bills of exchange act of 1882. In addition to this as there is no commercial arrangement and Bill presented, then this would also be a contravention of the fraud act of 2006. Mr David Ward is not in the habit of knowingly conspiring to fraud. This action would also create a liability against Mr David Ward.

Warrington Borough has also listed in their "rejection of presentations" the Traffic Management Act 2004 - s78 in support of their claim. The Act's and statutes of HM Parliaments and Governments PLC can only be given force of law by the consent of the governed. What is mandatory in the first instance is the consent of the governed which is also presentable as fact. As the consent of the governed is not presentable as fact, then the Act's and statutes of HM Parliaments and Governments PLC cannot be acted upon in any way which would cause loss to the governed. What is mandatory in this instance is the presentable as fact, three and a half million governed to be in place before an Act or Statute can be acted upon. We fail to see how this is in support of the PCN presented to Mr David Ward.

We fail to see how listing the Traffic Management Act 2004 - s78 supports the claims made by Warrington Borough Council in any way other than to create obfuscation in attempt to confuse the mind.

There are no agreements in place between the 22000 residents of the Warrington Borough and Warrington Borough Council, which can be presented as fact complete with signatures in wet ink, which can be presented to support the claim of Warrington Borough Council in support of a demand for payment. Without violating the Bill's of exchange Act of 1882 and the fraud act of 2006 section 2 Fraud by false representation see: <u>http://www.legislation.gov.uk/ukpga/2006/35/section/2</u>. And section 4 part 2 A person may be regarded as having abused his position even though his conduct consisted of an omission rather than an act. See: <u>http://www.legislation.gov.uk/ukpga/2006/35/section/4</u>. An omission in the form of an omitted signature would constitute an act of fraud under section 4 section 2 of the fraud act of 2006.

So let us summarise regarding the grounds for appeal with reference to the form provided for appeal.

- (A) The alleged contravention did not occur. No contravention has occurred, because there are no agreements between the 220,000 members of the Warrington Borough and Warrington Borough Council, which can be legally presented as fact in support of the alleged contravention.
- (C) There has been a procedural impropriety by the council. The council did not respond to the challenge made by Mr David Ward in a manner which would make any sense or would constitute a rebuttal to the challenge. Warrington Borough Council are advocating to Mr David Ward in their demand for payment without a bill presented, a direct contravention of the Bill's of exchange Act 1882 and the Fraud Act 2006.
- (D)The traffic Order which is alleged to have been contravened in relation to the vehicle concerned is invalid. The
  traffic order (that's a new approach, can't find a listing for that.) is illegal because there is no agreement between the parties
  which is legally presentable as fact and signed in wet ink. You have got to love that word legal, legally blind, legal consent.

All presentable as fact complete with a signature in wet ink, and without the signature in wet ink on a legal document in the form of an agreement, then it is not legal or is illegal and therefore not lawful. You have to love the word legal.

Need we continue? It is obvious at this point that there is no body at Warrington Borough Council that is capable of understanding the challenge made by Mr David Ward, or capable of responding, there for an Adjudicator becomes necessary.

There is only one outcome to this tribunal, where the adjudicator is a recognised lawyer and is independent of the council.

- A challenge has been made and has not been effectively rebutted by Warrington Borough Council.
- The action of demanding payment without the presentation of a lawful legal Bill which is subject to The Bill's of exchange Act of 1882 and signed in wet ink cannot be responded to in the manner expected by Warrington Borough Council, without a second transgression against the fraud act of 2006.
- Regardless of the policies or legislation of Warrington Borough Council or HM Parliaments and Governments PLC, any
  commercial activity would constitute an act of fraud without the commercial agreements in place beforehand.
- The continued activates where demands for payment are made without observing the bills of exchange act 1882 and a
  recognised bill is presented complete with wet ink signature is a continued procedural impropriety by the council and the
  members of Warrington Borough Council are culpable in law for their actions.

There can only be one outcome to this tribunal which is acceptable under current legislation and that outcome will be found in favour of the appellant Mr David Ward and not in favour of continued transgressions against current legislation by Warrington Borough Council.

In the document provided outlining procedure to make presentations in this tribunal process, there is a section concerning Costs in favour of the appellant, where a party has behaved wholly unreasonable.

We have taken a considerable amount of time and energy responding to Warrington Borough Council when making representation and in preparation for this tribunal. It is not without reason that a consideration could be expected. This would also serve to enforce the decision made by the adjudicator in this tribunal. If the adjudicator is truly an independent and an honourable individual then a consideration is in order.

### Mr David Ward also notes that as this Tribunal is informal then it is also recognised as not legally binding regardless of the findings of the Adjudicator.

We would also like a response in writing from the adjudicator to relay the outcome of this tribunal conveying the reasons for the adjudicator's decisions.

For and on behalf of Mr David Ward

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Mr David Ward reserves the right to use force to defend himself, his family and his family home, which is his unalienable right to do so.

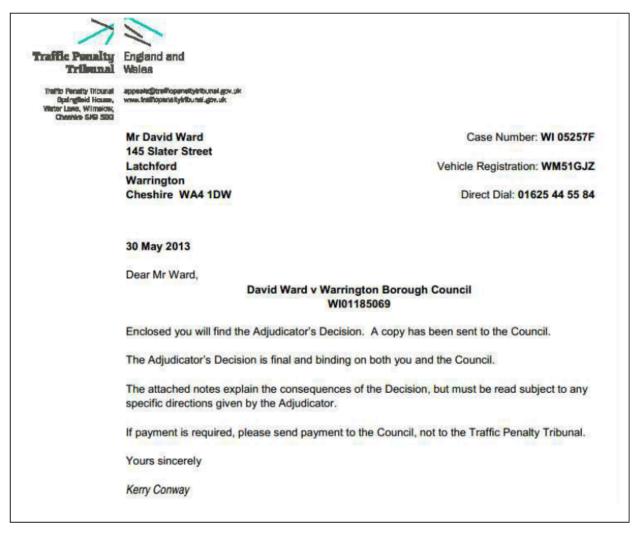
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There are addition changes in international law that the adjudicator may not be aware of at this time. Please consider the following which also has some bearing on this tribunal.

\_\_\_\_\_

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The results from the tribunal are as follows. Decision Cover Letter (Appellant) 1249270-1.pdf



Clearly this is a tribunal and as such recognised due process which is legal and binding on both Parties. In addition to this there was the adjudicator's decision.

Adjudicator Decision 1249267.pdf

X	-		Case Number WI 05257
Ad	judicator's	Decision	
	id Ward		
and War	rington Borough	Council	
Pena	ity Charge Notice	WI01185069	£70.00
Appe		round that the Counc	il does not contest the
Reas	ions		
Stree	t for being parked in a		vehicle WM51GJZ in Cairo erson's parking place without
direc			. The adjudicator has therefore eration of any evidence or the
The a	appellant is not liable t	to pay the outstanding	penalty charge.
The	Proper Officer on be	ehalf of the	
Adju	dicator		30 May 2013

"Appeal allowed on the ground that the council does not contest the appeal" "The council has decided not to contest this appeal"

Warrington Borough Council cannot contest the appeal. There is a mandatory requirement for Warrington Borough council to present as physical evidence and factual foundation for the claim, which is the legally signed on and for the public record "Consent of the Governed" This is the legal authority that Warrington Borough council would have to present as physical evidence and foundation for there claim, for the claim to have any legal substance in presentable fact.

He who makes the claim must also provide the foundation and the physical proof of that claim other wise the moon could be made from cream cheese just because Warrington Borough council claim this is so.

Without this physical evidence then the claim is fraudulent. Hence a crime is committed by Warrington Borough council and that crime is fraud not a procedural impropriety or a mistake. Also, there is a second crime. This second crime is Malfeasance in a public office. A clear and intended action to extort funds where there is no legal authority to do so.

"The adjudicator has therefore directed that the appeal is allowed without consideration of any evidence or the merits of the case"

Clearly there are merits of the case which have been presented here.

The appellant is not liable to pay. Case No WI 05257F Dated 30th day of May 2013.

There is also confirmation of this fact from Warrington Borough council and signed in wet ink by an officer of the state Scott Clarke Dated 29<sup>th</sup> of May 2013.

Name of Enforcement Authority Iraffic Penality Tribunal reference Appellant's name Appellant's address		Latchf	S7F Ward Street ord	ncil				
Name of Enforcement Authority Traffic Penality Tribunal reference Appellant's name Appellant's address Penality Charge Notice number VRM Centravention date Centravention time Location	Warris	WI052 Mr David 145 Slater Latchf Warring	S7F Ward Street ord	ncil				
Traffic Penalty Tribunal reference Appellant's address Penalty Charge Notice number VPM Contravention date Contravention time Jordina		WI052 Mr David 145 Slater Latchf Warring	S7F Ward Street ord	ustra				
Appellant's name Appellant's address Penalty Charge Notice number VRM Centravention date Centravention time Jordin	50	Mr David 145 Slater Latchf Warring	Ward Street ord					
Penalty Charge Notice number VRM Centravention date Centravention time Section	50	Latchf	ord					
Penalty Charge Notice number VRM Contravention date Contravention time ocation	PCN Details	20120	145 Slater Street Latchford Warrington WA4 LDW					
VEM Contravention date Contravention time ocation			1222					
Contravention date Contravention time location		W10118						
Contravention time location		WM51						
ocation		05/03/2						
	Cair	10:57 ro Street (M						
Cre Isone Date	- Carro	05/03/2		12				
Full Penalty Charge		670.0	00					
Amount Paid	£0.00							
Contravention Code PCN Type: Parking ST Pa		40	and the second se					
Postal PCN	Yes -	moval D	Bus Lan	90				
TOSCAT PC.N	the second se							
	and a first second s	lus Lane)	0					
Reason for Postal PCN		(arking)	0					
	Drive away		0					
Release and Storage Charge (if vehicle	Issue prevent		0					
veniouse and storage Charge (if venicle removed)								
The Enforcement Authority does not	Intend to cont	and this of	no furthe	- hereiten				
Due to an unanticipated shortage of Park to alternative except to exercise our disc Authorising Signature	pretion and canc	at the abov	re Penalty	Charge Notice.				
3012 vanien								

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### "Due to the unanticipated shortage of parking services staff. Warrington Borough Council has no alternative except to exercise our discretion and cancel the above Penalty Charge Notice"

This is a very interesting choice of words which is obfuscator in nature. Warrington Borough Council will never be able to provide staff which can provide the legal consent of the governed because for the past 800 years the governed have never once been so much as asked to provide the legal consent of the governed on and for the public record. Warrington Borough council or it's parking services staff cannot provide something that does not exist and is of no physical substance for the foundation to the claim.

"Warrington Borough Council has no alternative except to exercise our discretion"

As there is no legal consent of the governed then Warrington Borough Council does not have any authority or discretion to exercise. This also applies to HM Parliaments and Government PLC, the parent company.

\_\_\_\_\_

The ramifications to this case authority are huge and not all apparent at first glance. Consider the following.

A licence is a permission to undertake an action that would otherwise be illegal. HP Parliaments and Governments PLC clearly do not have the legal Authority to issue any form of licence without the legal and physically presentable signed in wet ink consent of the governed. Also. HM. Parliaments and Governments PLC do not have the legal authority to determine that an action is illegal without the legal and signed consent of the governed physically on and for the public record. There is no physical record of the fact. 63.5 million People have not signed the consent of the governed.

63.5 million People have never once been asked and have never once signed the consent of the governed and as the office of Parliament is only a four year office then there must be this signed legal document every four years on and for the public record.

All forms of Tax, VAT, Duty, Council tax etc is illegal and constitutes fraud and malfeasance in a public office without this legal dependency being fulfilled.

The enforcement of these Act's/Statutes, by the Police, the local authority, the Judiciary, and government licensed Bailiffs is also illegal and constitutes malfeasance without this legal authority to do so.

It is a known fact and this has been documented by Chartered accountants that the populace pays all manner of tax to the tune of 85% in the £. Sometimes where fuel is concerned this is a much as 92% in the pound. The argument has been made that it is necessary to pay tax to pay for the cervices that we need such as police, ambulance and so on. Then it can also be argued that these people who provide these services should not pay any form of Tax. They should live a tax free life.

This is not in evidence. In fact the contrary is true.

It would also be accurate to argue that the 15% that the populace gets to keep actually pays for all the services inclusive. People provide services not government. This would be an accurate assessment of the available facts. There is no valid reason to pay tax at all and the cost of living would drop by 85% at a minimum.

Do the math.

All the public officials are also victims of this crime. Including the Police, Ambulance, Paramedic, Teachers and so on. In fact there is not an instance where there is not a victim of this crime.

The ramifications span well beyond the content of this case authority undertaken by recognised due process at tribunal.

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BDW C 'The MATERIAL EVIDENCE of the FACTS'



# Exhibit (C)

### The Material evidence of the FACTS

# 19th Day of January 2015



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It is on and for the public record by way of published records at <u>http://www.judiciary.gov.uk/wp-content/uploads/JCO/Documents/Speeches/beatsonj040608.pdf</u>

That at the NOTTINGHAM TRENT UNIVERSITY 16 APRIL 2008 the HON. SIR JACK BEATSON FBA spoke the following words. (Supplement 1 Provided)

"The 2003 changes and the new responsibilities given to the Lord Chief Justice necessitated a certain amount of reexamination of the relationship between the judiciary and the **two stronger branches of the state** --- the executive and the legislature."

It is clear from the HON. SIR JACK BEATSON FBA spoke words that the office of the Judiciary is a sub office of the state. Therefore there will always be a conflict of interests between any private individual who is not a state company employee, AND there is and will always be a conflict of interests Where a Judge or a magistrate is acting in the office of the judiciary, where the office of the judiciary is a sub office of the state!

#### What is a State?

See (Supplement 2) from the London School of Economics

"1) The state should not be viewed as a form of association that subsumes or subordinates all others. 2) The state is not an entity whose interests map closely onto the interests of the groups and individuals that fall under its authority, but has interests of its own. 3) The state is, to some extent at least, an alien power; though it is of human construction, it is not within human control. 4) The state is not there to secure peoples deepest interests, and it does not serve to unify them, reconcile them with one another, bring their competing interests into harmony, or realize any important good such as justice, freedom, or peace. While its power might be harnessed from time to time, that will serve the interests of some not the interests of all. 5) The state is thus an institution through which individuals and groups seek to exercise power (though it is not the only such institution); but it is also an institution that exercises power over individuals and groups. 6) The state is, ultimately, an abstraction, for it has no existence as a material object, is not confined to a particular space, and is not embodied in any person or collection of persons."

#### Also:-

"The question now is: what does it mean to say that a state is a corporate entity? The state is a corporation in the way that a people or a public cannot be."

A number of things are clear from this definition of state from the London School of Economics.

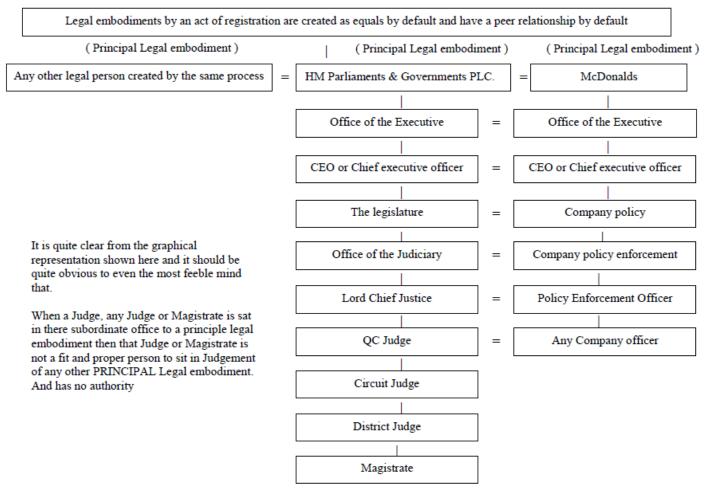
- 1. A state is a corporate entity by an act of registration. A legal embodiment by an act of registration.
- 2. A state has no obligations to anything other than the state and to the exclusion of anything or anybody else.
- 3. A state is nothing of material substance but only a construct of the mind.





All that is created by the same process is equal in status and standing to anything else that is created by the same process. There is a peer relationship of equals that are separate legal embodiments.

Consider the graphic representation for those that are feeble of mind.



If there is any disagreement to the above stated FACT. Then they should take this up with the Rt. Hon Lord Chief Justice Sir Jack Beatson FBA.

The Facts Are the Facts. This is the material evidence of the FACTS.



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From the Supplement 2, Definition of State from the London School of economics.

"The question now is: what does it mean to say that a state is a corporate entity? The state is a corporation in the way that a people or a public cannot be. "

A Corporation is a legal embodiment by an act of registration...... To be legal then there has to be a meeting of the minds and an agreement between two parties. Legal is by agreement.

So by agreement:-

- 1. The state should not be viewed as a form of association that subsumes or subordinates all others.
- 2. The state is not an entity whose interests map closely onto the interests of the groups and individuals that fall under its authority, but has interests of its own.
- 3. The state is, to some extent at least, an alien power; though it is of human construction, it is not within human control.
- 4. The state is not there to secure peoples deepest interests, and it does not serve to unify them, reconcile them with one another, bring their competing interests into harmony, or realize any important good such as justice, freedom, or peace. While its power might be harnessed from time to time, that will serve the interests of some not the interests of all.
- 5. The state is thus an institution through which individuals and groups seek to exercise power (though it is not the only such institution); but it is also an institution that exercises power over individuals and groups.
- 6. The state is, ultimately, an abstraction, for it has no existence as a material object, is not confined to a particular space, and is not embodied in any person or collection of persons.

If a carpenter were to register a chair he had made. There is the act of registration, then the certificate of registration where two parties have agreed that there is a chair...

The point being that there is a chair and this chair is of material substance.

A legal embodiment by an act of registration where there is nothing of material substance created, is nothing more than a figment of the mind that has agreed to create nothing of material substance.

This very legal agreement is an act of fraud by deception.

The state is, ultimately, an abstraction, for it has no existence as a material object, is not confined to a particular space, and is not embodied in any person or collection of persons.

The State which is a legal embodiment is of no material substance.





How is it possible that:-

- A legal embodiment by an act of registration which is of no material substance by default, or
- · A State, which is of no material substance by default, or
- · A corporation, which is of no material substance by default

How is it possible that something of no material substance in fact or which is a fiction of the mind can:-

- Have a life of its own, or
- · Claimed to have Authority over another, or
- Can be held responsible, or
- Have a liability, or
- holds property, or
- Have any form of powers or
- Be in any way or have any form of legitimacy in existence, or
- Undertake an act of force.

It is quite clear that, Chandran Kukathas, Department of Government and the London School of Economics, have had great difficulty defining what a state is. Why are we not surprised at this? It is not possible to define or give definition to or to legitimise something which is of no material substance and is a figment of the imagination.

Fraud however has been clearly defined as a criminal act with full knowledge and intent to engage in criminal behaviour for the personal gain of oneself or another, to the expense of another party.

To bring about by an act of force, support of this same fraud and criminal intent is also clearly recognised as act of terrorism.

So it is quite clear and has been confirmed by the Rt. Hon Lord Chief Justice Sir Jack Beatson FBA, who has achieved the highest status within the office of the Judiciary as Lord Chief Justice that.

This Land by the name of England and the (United Kingdom (Private corporation)) which extends to the common wealth is run definitively by terrorists who maintain their status by fraud and deception to the expense of others by acts of force where there is no legitimacy and can be no legitimacy to the fact that a state is a legal embodiment by an act of registration of which there is no material substance to support that fact and

By maintaining that parliament reigns supreme, where the legal definition of Statute which is a" legislative rule given force of law by the consent of the governed" Where there has been no consent of the governed and there is no material evidence that the governed have given their consent to legitimise this claim to supremacy and authority

See Case authority and exhibit (B) Case Authority No WI 05257F. David Ward. V. Warrington Borough Council,

Which by all accounts holds executive status within the STATE. Above that of the legislation and cannot be held accountable to that legislation as the status of the officers is superior to the legislation.

The Facts Are the Facts. This is the material evidence of the FACTS.





### Supplement 1.



ENGLAND AND WALES

### Supplement 1.

SPEECH BY THE HON. SIR JACK BEATSON FBA

JUDICIAL INDEPENDENCE AND ACCOUNTABILITY: PRESSURES AND **OPPORTUNITIES** 

NOTTINGHAM TRENT UNIVERSITY

16 APRIL 2008

A quiet constitutional upheaval has been occurring in this country since 1998. That year saw the enactment of the Human Rights Act and the devolution legislation for Scotland, Northern Ireland and to a lesser degree, Wales. These developments have led to new interest in the judiciary. Today, however, I am primarily concerned with events since June 2003 when the government announced the abolition of the office of Lord Chancellor, bringing to an end a position in which a senior member of the Cabinet was also a judge, Head of the Judiciary, and Speaker of the House of Lords. The government also announced the replacement of the Judicial Committee of the House of Lords by a United Kingdom Supreme Court. These events led to the Constitutional Reform Act 2005 (hereafter "CRA") and to the Lord Chief Justice becoming Head of the Judiciary of England and Wales.

The 2003 changes and the new responsibilities given to the Lord Chief Justice necessitated a certain amount of re-examination of the relationship between the judiciary and the two stronger branches of the state ---- the executive and the legislature. Moreover, in the atmosphere of reform and change, branded as "modernisation", not all have always remembered the long accepted rules and understandings about what judges can appropriately say and do outside their courts. Others have asked whether the rules and understandings remain justified in modern conditions. The "pressures" to which my title refers arise because of the view of some that judges should be more engaged with the public, the government, and the legislature than they have been in the past. The "Opportunities" arise from

#### http://www.judiciary.gov.uk/wp-content/uploads/JCO/Documents/Speeches/beatsonj040608.pdf





http://philosophy.wisc.edu/hunt/A%20Definition%20of%20the%20State.htm

#### Supplement 2

### A Definition of the State

### Chandran Kukathas

#### Department of Government

### London School of Economics

### <u>c.kukathas@lse.ac.uk</u>

### Presented at a conference on Dominations and Powers: The Nature of the State, University of Wisconsin, Madison, March 29, 2008

#### 1. The problem of defining the state

A state is a form of political association, and political association is itself only one form of human association. Other associations range from clubs to business enterprises to churches. Human beings relate to one another, however, not only in associations but also in other collective arrangements, such as families, neighbourhoods, cities, religions, cultures, societies, and nations. The state is not the only form of political association. Other examples of political associations include townships, counties, provinces, condominiums, territories, confederations, international organizations (such as the UN) and supranational organizations (such as the EU). To define the state is to account for the kind of political association it is, and to describe its relation to other forms of human association, and other kinds of human collectively more generally. This is no easy matter for a number of reasons. First, the state is a form of association with a history, so the entity that is to be described is one that has evolved or developed and, thus, cannot readily be captured in a snapshot. Second, the concept of the state itself has a history, so any invocation of the term will have to deal with the fact that it has been used in subtly different ways. Third, not all the entities that claim to be, or are recognized as, states are the same kinds of entity, since they vary in size, longevity, power, political organization and legitimacy. Fourth, because the state is a political entity, any account of it must deploy normative concepts such as legitimacy that are themselves as contentious as the notion of the state. Although the state is not uniquely difficult to define, these problems need to be acknowledged.

The aim of this paper is to try to offer a definition of the state that is sensitive to these difficulties. More particularly, it seeks to develop an account of the state that is not subject to the problems that beset alternative explanations that have been prominent in political theory. The main points it defends are these. 1) The state should not be viewed as a form of association that subsumes or subordinates all others. 2) The state is not an entity whose interests map closely onto the interests of the groups and individuals that fall under its authority, but has interests of its own. 3) The state

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is, to some extent at least, an alien power; though it is of human construction, it is not within human control. 4) The state is not there to secure peoples deepest interests, and it does not serve to unify them, reconcile them with one another, bring their competing interests into harmony, or realize any important good such as justice, freedom, or peace. While its power might be harnessed from time to time, that will serve the interests of some not the interests of all. 5) The state is thus an institution through which individuals and groups seek to exercise power (though it is not the only such institution); but it is also an institution that exercises power over individuals and groups. 6) The state is, ultimately, an abstraction, for it has no existence as a material object, is not confined to a particular space, and is not embodied in any person or collection of persons. The state exists because certain relations obtain between people; but the outcome of these relations is an entity that has a life of its own though it would be a mistake to think of it as entirely autonomous and to define the state is to try to account for the entity that exists through these relations.

#### The concept of the state

A state is a form of *political association* or *polity* that is distinguished by the fact that it is not itself incorporated into any other political associations, though it may incorporate other such associations. The state is thus a supreme *corporate* entity because it is not incorporated into any other entity, even though it might be subordinate to other powers (such as another state or an empire). One state is distinguished from another by its having its own independent structure of political authority, and an attachment to separate physical territories. The state is itself a *political community*, though not all political communities are states. A state is not a *nation*, or a *people*, though it may contain a single nation, parts of different nations, or a number of entire nations. A state arises out of *society*, but it does not contain or subsume society. A state will have a *government*, but the state is not simply a government, for there exist many more governments than there are states. The state is a modern political construction that emerged in early modern Europe, but has been replicated in all other parts of the world. The most important aspect of the state that makes it a distinctive and new form of political association is its most abstract quality: it is a *corporate* entity.

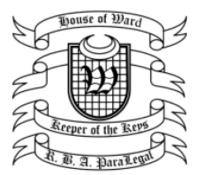
To understand this formulation of the idea of a state we need to understand the meaning of the other terms that have been used to identify it, and to distinguish it from other entities. The state is a political *association*. An association is a collectivity of persons joined for the purpose for carrying out some action or actions. An association thus has the capacity for action or agency, and because it is a collectivity it must therefore also have some structure of *authority* through which one course of action or another can be determined. Since authority is a relation that exists only among agents, an association is a collectivity of agents. Other collectivities of persons, such as classes or crowds or neighbourhoods or categories (like bachelors or smokers or amputees) are not associations, for they do not have the capacity for agency and have no structures of authority to make decisions. A mob is not an association: even though it appears to act, it is no more an agent than is a herd.

On this understanding, *society* is not itself an association, for it is not an agent. It may be made up of or contain a multiplicity of associations and individual agents, but it is not an association or agent. Unless, that is, it is constituted as one by an act or process of incorporation. So, for example, Californian society is not an association, but the state of California is: for while a society is not, a *polity* is an association a *political* association. In pre-civil war America, the southern states were a society, since they amounted to a union of groups and communities living under common laws some of which sharply distinguished it from the North but they did not form a single (political) association until they constituted themselves as the Confederacy. A society is a collectivity of people who belong to different communities or associations that are geographically contiguous. The boundaries of a society are not easy to specify,

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since the contiguity of societies makes it hard to say why one society has been left and another entered. One way of drawing the distinction would be to say that, since all societies are governed by law, a move from one legal jurisdiction to another is a move from one society to another. But this has to be qualified because law is not always confined by geography, and people moving from one region to another may still be bound by laws from their places of origin or membership. Furthermore, some law deals with relations between people from different jurisdictions. That being true, however, a society could be said to exist when there is some established set of customs or conventions or legal arrangements specifying how laws apply to persons whether they stay put or move from one jurisdiction to another. (Thus there was not much of a society among the different highland peoples of New guinea when they lived in isolation from one another, though there was a society in Medieval Spain when Jews, Muslims and Christians coexisted under elaborate legal arrangements specifying rights and duties individuals had within their own communities and as outsiders when in others.)

A society is different, however, from a community, which is in turn different from an association. A community is a collectivity of people who share some common interest and who therefore are united by bonds of commitment to that interest. Those bonds may be relatively weak, but they are enough to distinguish communities from mere aggregates or classes of person. However, communities are not agents and thus are not associations: they are marked by shared understandings but not by shared structures of authority. At the core of that shared understanding is an understanding of what issues or matters are of *public* concern to the collectivity and what matters are *private*. Though other theories of community have held that a community depends for its existence on a common locality (Robert McIver) or ties of blood kinship (Ferdinand Tonnies), this account of community allows for the possibility of communities that cross geographical boundaries. Thus, while it makes perfect sense to talk of a village or a neighbourhood as a community, it makes no less sense to talk about, say, the university community, or the scholarly community, or the religious community. One of the important features of a community is the fact that its members draw from it elements that make up their identities though the fact that individuals usually belong to a number of communities means that it is highly unlikely (if not impossible) that an identity would be constituted entirely by membership of one community. For this reason, almost all communities are partial communities rather than all-encompassing or constitutive communities.

An important question, then, is whether there can be such a thing as a political community, and whether the state is such a community. On this account of community, there can be a political community, which is defined as a collectivity of individuals who share an understanding of what is public and what is private within that polity. Whether or not a state is a political community will depend, however, on the nature of the state in question. States that are divided societies are not political communities. Iraq after the second Gulf War, and Sri Lanka since the civil war (and arguably earlier), are not political communities because there is serious disagreement over what comprises the public. Arguably, Belgium is no longer a political community, thought it remains a state.

Now, there is one philosopher who has denied that a political society or a state or at least, a well-ordered democratic society can be a community. According to John Rawls, such a society is neither an association nor a community. A community, he argues, is a society governed by a shared comprehensive, religious, philosophical, or moral doctrine. 1[1] Once we recognize the fact of pluralism, Rawls maintains, we must abandon hope of political community unless

1[1]

Rawls, Political Liberalism (New York: Columbia University Press, second ed.1996), 42.

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we are prepared to countenance the oppressive use of state power to secure it.2[2] However, this view rests on a very narrow understanding of community as a collectivity united in affirming the same comprehensive doctrine. It would make it impossible to recognize as communities a range of collectivities commonly regarded as communities, including neighbourhoods and townships. While some common understanding is undoubtedly necessary, it is too much to ask that communities share as much as a comprehensive doctrine. On a broader understanding of community, a state can be a political community. However, it should be noted that on this account political community is a much less substantial thing than many might argue. It is no more than a partial community, being only one of many possible communities to which individuals might belong.

Though a state may be a political community, it need not be. Yet it must always be an association: a collectivity with a structure of authority and a capacity for agency. What usually gives expression to that capacity is the states *government*. Government and the state are not however, the same thing. States can exist without governments and frequently exist with many governments. Not all governments have states. Australia, for example, has one federal government, six state governments, two territorial governments, and numerous local governments. The United States, Canada, Germany, Malaysia and India are just a few of the many countries with many governments. States that have, for at least a time, operated without governments (or at least a central government) include Somalia from 1991 to 2000 (de facto, 2002), Iraq from 2003 to 2004, and Japan from 1945 to 1952 (when the post war Allied occupation came to an end). Many governments are clearly governments of units within federal states. But there can also be governments where there are no states: the Palestinian Authority is one example.

Government is an institution whose existence precedes that of the state. A government is a person or group of persons who rule or administer (or govern) a political community or a state. For government to come into being there must exist a public. Ruling within a household is not government. Government exists when people accept (willingly or not) the authority of some person or persons to address matters of public concern: the provision of non-excludable good, the administration of justice, and defence against external enemies being typical examples of such matters. Until the emergence of the state, however, government did not attend to the interests of a corporate entity but administered the affairs of less clearly defined or demarcated publics. With the advent of the state, however, government became the established administrative element of a corporate entity.

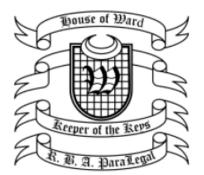
The question now is: what does it mean to say that a state is a corporate entity? The state is a corporation in the way that a people or a public cannot be. It is a corporation because it is, in effect and in fact, a legal person. As a legal person a corporation not only has the capacity to act but also a liability to be held responsible. Furthermore, a corporation is able to hold property. This is true for incorporated commercial enterprises, for institutions like universities and churches, and for the state. A corporation cannot exist without the natural persons who comprise it and there must be more than one, for a single individual cannot be a corporation. But the corporation is also a person separate from the persons who comprise it. Thus a public company has an existence because of its shareholders, its agents and their employees, but its rights and duties, powers and liabilities, are not reducible to, or definable in terms of, those of such natural persons. A church or a university has an existence because of the officers who run them and the members who give them their point, but the property of such an entity does not belong to any of these individuals. The state is a corporation in the same way that these other entities are: it is a legal person with rights and

2[2] Ibid., 146n.

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duties, powers and liabilities, and holds property that accrues to no other agents than itself. The question in political theory has always been not whether such an entity can come into existence (since it plainly has) but how it does so. This is, in a part, a question of whether its existence is legitimate.

The state is not, however, the only possible political corporation. Provinces, counties, townships, and districts, as well as condominiums (such as Andorra), some international organizations, and supranational organizations are also political corporations but not states. A state is a supreme form of political corporation because it is able to incorporate within its structure of authority other political corporations (such as provinces and townships) but is not subject to incorporate organizations). Political corporations the state is unable to incorporate are themselves therefore states. Any state incorporated by any other political corporation thereby ceases to be a state. By this account, prior to the American Civil War, the various states of the Union were not provinces of the United States but fully independent states. After the war, to the extent that the war established that no state could properly secede or cease to be incorporated into the one national state, the United States became a fully independent state and not a supranational organization.

The significance of the capacity for political corporations to hold property ought to be noted. Of critical importance is the fact that this property does not accrue to individual persons. Revenues raised by such corporations by the levying of taxes, or the imposition of tariffs or licensing fees, or by any other means, become the property of the corporation not of particular governments, or officials, or monarchs, or any other natural person who is able to exercise authority in the name of the corporation. The political corporation, being an abstract entity, cannot enjoy the use of its property only redistribute it among the agents through whom it exercises power and among others whom those agents are able, or obliged, to favour. The state is not the only political corporation capable of raising revenue and acquiring property, though it will generally be the most voracious in its appetite.

One question that arises is whether the best way to describe the state is as a *sovereign* power. The answer depends on how one understands sovereignty. If sovereignty means supreme authority within a territory (Philpott SEP 2003), it is not clear that sovereignty captures the nature of all states. In the United States, the American state incorporates the 50 states of the union, so those states are not at liberty to withdraw from the union. However, authority of the various states and state governments does limit the authority of the American state, which is unable to act unilaterally on a range of issues. To take just one example, it cannot amend the Constitution without the agreement of two-thirds of the states. Indeed many national states find themselves constrained not just because they exist as federated polities but because their membership of other organizations and associations, as well as their treaty commitments, limit what they can legally do within their own territorial boundaries. Sovereignty could, on the other hand, be taken to be a matter of degree; but this would suggest that it is of limited use in capturing the nature of states and distinguishing them from other political corporations.

One aspect of being a state that is sometimes considered best identified by the concept of sovereignty is its *territoriality*. People belong to a state by virtue of their residence within borders, and states, it is argued, exercise authority over those within its geographical bounds. While it is important to recognize that states must possess territory in order to exist, they are not unique in having geographical extension. Provinces, townships, and supranational entities such as the EU, are also defined by their territories. Moreover, residence within certain borders does not make people members of that state any more than it removes them from the authority of another under whose passport they might travel. Nor is the states capacity to control the movement of people within or across its territory essential to its being

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a state, for many states have relinquished that right to some degree by membership of other associations. Citizens of the EU have the right to travel to and reside in other member states. To exist, states must have territory; but not entire control over such territory. Webers well-known definition of the state as a body having a monopoly on the legitimate use of physical force in a given territory is also inadequate. The extent of a states control, including its control of the means of using violence, varies considerably with the state, not only legally but also in fact.

Though they are supreme corporate entities, states do not always exist in isolation, and usually stand in some relation to other forms of political association beyond their territorial borders. States may belong to *international organizations* such as the United Nations or alliances such as NATO. They may be a part of *supranational associations* that are loosely integrated defence and trading blocs (such as ASEAN) or more substantially integrated governmental associations (such as the EU). They might be members of *international regimes*, such as the International Refugee Convention, as a result of agreements they have entered into. States might also be parts of *empires*, or operate under the *sphere of influence* of another more powerful state. States might exist as *associated states* as was the case with the Philippines, which was from 1935-46 the first associated state of the United States. The Filipino state was responsible for domestic affairs, but the US handled foreign and military matters. Even today, though in different circumstances, the foreign relations of a number of states are handled by other states Spain and France are responsible for Andorra, the Switzerland for Liechtenstein, France for Monaco, and India for Bhutan. States can also bear responsibility for territories with the right to become states but which have not yet (and may never) become states. Puerto Rico, for example, is an *unincorporated territory* of the United States, whose residents are un-enfranchised American citizens, enjoying limited social security benefits, but not subject to Federal income tax; it is unlikely to become an independent state.

The state is, in the end, only one form of political association. Indeed, the range of different forms of political association and government even in recent history is astonishing. The reason for paying the state as much attention as it is given is that it is, in spite of the variety of other political forms, the most significant type of human collectively at work in the world today.

#### A theory of the state

According to Martin Van Creveld, the state emerged because of the limitations of the innumerable forms of political organization that existed before it.3[3] The crucial innovation that made for development of the state was the idea of the corporation as a legal person, and thus of the state as a legal person. In enabled the emergence of a political entity whose existence was not tied to the existence of particular persons such as chiefs, lords and kings or particular groups such as clans, tribes, and dynasties. The state was an entity that was more durable. Whether or not this advantage was what caused the state to emerge, it seems clear enough that such an entity did come into being. The modern state represents a different form of governance than was found under European feudalism, or in the Roman Empire, or in the Greek city-states.

3[3] Van Creveld, The Rise and Decline of the State (Cambridge: Cambridge University Press, 1999), 52-8.

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Having accounted for the concept of the state, however, we now need to consider what kind of theory of the state might best account for the nature of this entity. Ever since the state came into existence, political philosophers have been preoccupied with the problem of giving an account of its moral standing. To be sure, philosophers had always asked why individuals should obey the law, or what, if anything, could justify rebellion against a king or prince. But the emergence of the state gave rise to a host of new theories that have tried to explain what relationship people could have, not to particular persons or groups of persons with power or authority over them, but to a different kind of entity.

To explain the emergence of the state in Europe from the 13<sup>th</sup> to the 19<sup>th</sup> centuries would require an account of many things, from the decline of the power of the church against kingdoms and principalities to the development of new political power structures with the transformation and eventual disappearance of the Holy Roman Empire; from the disappearance of towns and city-states, and extended associations like the Hanseatic League, to the rise of movements of national unification. Attempts by theorists to describe the state that was emerging are as much a part of the history of the state as are the political changes and legal innovations. Bodin, Hobbes, Spinoza, Locke, Montequieu, Hume, Rousseau, Madison, Kant, Bentham, Mill, Hegel, Tocqueville, and Marx were among the most insightful thinkers to offer theories of the state during the course of its emergence, though theorizing went on well into the 20<sup>th</sup> century in the thought of Max Weber, the English pluralists, various American democratic theorists, and Michael Oakeshott. They offered theories of the state in the sense that they tried to explain what it was that gave the state its point: how it was that the existence of the state made sense. To some, this meant also justifying the state, though for the most part this was not the central philosophical concern. (Normative theory, so called, is probably a relatively recent invention.)

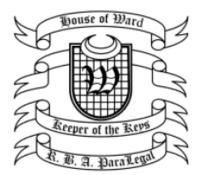
The question, however, remains: what theory best accounts for the state? Since there is time and space only for some suggestions rather than for a full-scale defence of a new theory of the state, I shall come to the point. The theorist who gives us the best theory of the state we have so far is Hume, and any advance we might make should build on Humans insights. To appreciate what Hume has to offer, we should consider briefly what the main alternatives are, before turning again to Hume.

We might usefully do this by posing the question in a way that Hume would have appreciated: what interest does the state serve? Among the first answers to be offered was that presented, with different reasoning, by Bodin and Hobbes: the interest of everyone in peace or stability or *order*. Each developed this answer in politically similar circumstances: religious wars that reflected the declining power of a church trying to hold on to political influence. Both thinkers defended conceptions of the state as absolutist (or at least highly authoritarian) to make clear that the point of the state was to preserve order in the face of challenges to the peace posed by the Church or by proponents of group rights such as the Monarchomachs. The state was best understood as the realm of order, to be contrasted with the state of war signified by its absence and threatened by its dereliction. Crucially, for both thinkers, the state had to be conceived as a single sovereign entity, whose powers were not divided or to be shared either by different branches of government or by different elements in a mixed constitution. Among the problems with this view is that it is not clear that the state is needed to secure order, nor plausible to think that divided government is impossible. The conception of the state as condition in which order is possible looks unlikely not only because the state may sometimes act in ways that are destructive of order (and even self-destructive) but also because order has existed without states. Indeed, one of the problems for Hobbess social theory in particular is explaining how the state could come into being if it really is the result of agreement voluntarily to transfer power to a corporate agent since the state of war is not conducive to

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making or keeping agreements. It does not look as if the point of the state is to serve our interest in order even if that were our sole or primary interest.

Another view of the point of the state is that it serves our interest in freedom. Two theories of this kind were offered by Rousseau and Kant. In Rousseau's account, the emerges of society brings with it the loss of a kind of freedom as natural man is transformed into a social being ruled directly and indirectly by others. The recovery of this freedom is not entirely possible, but freedom of a kind is possible in the state, which is the embodiment of the general will. Living in such a state we can be free as beings who are, ultimately, subject not to others but to laws we give ourselves. Drawing inspiration from Rousseau's conception of freedom, Kant presents a slightly different contractarian story, but one with a similarly happy ending. The antithesis of the state is the state of nature, which is a state of lawless freedom. In that condition, all are morally obliged to contract with one another to leave that state to enter a juridical realm in which freedom is regulated by justice so that the freedom each can be compatible with the freedom of all. The state serves our interest in freedom by first serving our interest in justice. If Hobbes thought that whatever the state decreed was, eo ipso, just; Kant held that justice presupposed the existence of the state. What's difficult to see in Kant's account is why there is any obligation for everyone in the state of nature to enter a single juridical realm, rather than simply to agree to abide by the requirements of morality or form different ethical communities. Why should freedom require the creation of a single juridical order? It is no less difficult to see why the state might solve the problem of freedom in Rousseau's account . If, in reality, there is a conflict between different interests, and some can prevail only at the expense of others, it seems no better than a cover-up to suggest that all interests are served equally well since all are free when governed by laws that reflect the general will. If this is the case, the state serves our interest in freedom only by feeding us the illusion that we are free when in fact we are subordinated to others.

Hegel also thinks that our deepest interest is in freedom, but for him it can only be fully enjoyed when we live in a community in which the exercise of that freedom reflects not simply the capacity of particular wills to secure their particular interest but the existence of an ethical life in which conflicts of interest are properly mediated and reconciled. The institution that achieves this is the state, which takes us out of the realm of particularity into the realm of concrete universality: a realm in which freedom is given full expression because, for the first time, people are able to relate to one another as individuals. This is possible because the state brings into existence something that eluded people in society before the state came into being: a form of ethical life in which, at last, people can feel at home in the world.

The most serious challenge to Hegel's view is that offered by Marx. The state might appear to be the structure within which conflicts of interest were overcome as government by the universal class Hegel's state bureaucracy acted to serve only the universal interest, but in reality the state did no more than masquerade as the defender of the universal interest. The very existence of the state, Marx argued, was evidence that particularity had not been eliminated, and discrete interests remained in destructive competition with one another. More specifically, this conflict remained manifest in the class divisions in society, and the state could never amount to more than a vehicle for the interests of the ruling class. Freedom would be achieved not when the state was fulfilled but when it was superseded.

What is present in Marx but missing in the previously criticized theories is a keen sense that the state might not so much serve human interests in general as serve particular interests that have managed to capture it for their own purposes. This is why, for Marx, social transformation requires, first, the capture by the working class of the apparatus of the state. The cause of human freedom would be served, however, only when the conditions that made the state

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inevitable were overcome: scarcity and the division of labour, which brought with them alienation, competition and class conflict.

What is most persuasive in Marx's analysis is his account of the state as an institution that embodies the conflict of interest found in the world rather than as one that reconciles competing interests. What is less convincing, however, is the expectation that particular interests will one day be eradicated. What is missing is any sense that the state itself has its own interests, as well as being the site through which a diverse range of interests compete to secure their own advantage. To gain an appreciation of these dimensions of the state, we need to turn, at least initially, to Hume.

Hume's theory of the state does not appear conveniently in any one part of his political writings, which address a variety of issues but not this one directly. His analysis is to be found in part in his *Treatise*, in an even smaller part of his second *Enquiry*, in his *Essays*, and in his multi-volume *History of England*. What can be gleaned from these writings is Hume's view of the state as an entity that emerged in history, in part because the logic of the human condition demanded it, in part because the nature of strategic interactions between individuals made it probable, and finally because accidents of history pushed the process in one way or another.

The first step in Hume's analysis is to explain how society is possible, given that the facts of human moral psychology suggest cooperation is unprofitable. The answer is that repeated interactions reveal to individuals the advantage of cooperating with potential future cooperators and out of this understanding conventions are born. The emergence of society means the simultaneous emergence therefore of two other institutions without which the idea of society is meaningless: justice and property. Society, justice and property co-exist, for no one of them can have any meaning without the other two. What these institutions serve are human interests' in prospering in a world of moderate scarcity. Interest accounts for the emergence of other institutions, such as law, and government, though in these cases there is an element of contingency. Government arises because war as eminent soldiers come to command authority among their men and then extent that authority to their groups more broadly. Law develops in part as custom becomes entrenched and is then further established when authorities in power formalize it, and judges and magistrates regularize it by setting the power of precedent. In the course of time, people become attached to the laws, and even more attached to particular authorities, both of which come to acquire lives of their own. A sense of allegiance is born.

Of crucial importance in Hume's social theory is his understanding of human institutions as capable of having lives of their own. They come into the world without human design, and they develop not at the whim of any individual or by the wish of any collective. Law, once in place, is a hardy plant that will survive even if abused or neglected. Government, once in place, will evolve as it responds to the interests than shape and try to control it. The entire edifice of society will reflect not any collective purpose or intention but the interplay of interests that contend for pre-eminence. The state, in this analysis, is not the construction of human reason rooted in individual consent to a political settlement; nor a product of the decrees of divine providence, even if the construction appears ever so perfect. It is simply the residue of what might (anachronistically) be called a Darwinian struggle. What survives is what is most fit to do so.

The state in this story is the product of chance: it is nothing more than the way political interests have settled for now the question of how power should be allocated and exercised. It would be a mistake to think that they could do this simply as they pleased, as if on a whim. The facts of human psychology and the logic of strategic relations will

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constrain action, just as will the prevailing balance of power. But chance events can bring about dramatic and unexpected changes.

The important thing, however, is that for Hume the state cannot be accounted for by referring to any deeper moral interest that humans have be that in justice, or freedom, or reconciliation with their fellows. The state, like all institutions, is a evolutionary product. Evolution has no purpose, no end, and no prospect of being controlled.

Hume's theory of the state is, in the end, born of a deeply pluralistic outlook. Hume was very much alive to the fact of human diversity of customs, laws, and political systems. He was also very much aware of the extent to which human society was marked by conflicts among contending interests. The human condition was always going to be one of interest conflict, and this condition was capable of palliation but resistant to cure. All human institutions had to be understood as the outcome of conflict and efforts at palliation, but not as resolutions of anything. If there are two general tendencies we might observe, Hume suggests, they are the tendency to authority and the tendency to liberty. Both elements are there at the heart of the human predicament: authority is needed to make society possible, and liberty to make it perfect. But there is no particular balance to be struck, for every point on the scale is a possible equilibrium point, each with its own advantages and disadvantages. To understand the state is to recognize that we are in this predicament and that there is no final resolution.

Hume's theory of the state, as I have presented, in some ways recalls the theory offered by Michael Oakeshott, which presents the modern European state as shifting uneasily between two competing tendencies. One tendency is towards what he called society as an enterprise association: a conception of the role of the state as having a purposive character, its purpose being to achieve some particular goal or goals such as producing more economic growth and raising levels of happiness. The other tendency is towards the idea of society as a civil association: a conception of the state as having not particular purpose beyond making possible its members pursuit of their own separate ends. The states historical character is of an institution that has oscillated between these two tendencies, never at any time being of either one kind or the other. Hume's theory of the state shares with Oakeshott's account this unwillingness to set down in definitive or snapshot form a picture or description of something that embodies important contradictions. Even if it seems not particularly satisfying, I suspect it's about as satisfying a portrait of the state as we can hope to get.

http://philosophy.wisc.edu/hunt/A%20Definition%20of%20the%20State.htm



### BDW D 'The COMPANIES ACT 2006'



# Exhibit (D)

### The Companies Act 2006

### "44 Execution of documents.

### 26th Day of January 2015



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The Companies Act 2006

"44 Execution of documents.

(1) Under the law of England and Wales or Northern Ireland a document is executed by a company—(a) by the affixing of its common seal, or (b) by signature in accordance with the following provisions. (2) A document is validly executed by a company if it is signed on behalf of the company—(a) by two authorised signatories, or (b) by a director of the company in the presence of a witness who attests the signature. (4) A document signed in accordance with subsection (2) and expressed in whatever words, to be executed by the company, has the same effect as if executed under the common seal of the company."

The legal effect of the statute is that documents and deeds must be signed on behalf of the company by a director in the presence of a witness, or by two authorised signatories. Without adherence to these provisions no mortgage contracts can be considered duly executed by a company and their terms are therefore legally unenforceable, as was clearly implied when the Court of Appeal endorsed the view of Lewison J in the case of Williams v Redcard Ltd [2011]:

"For a document to be executed by a company, it must either bear the company's seal, or it must comply with s.44 (4) in order to take effect as if it had been executed under seal. Subsection (4) requires that the document must not only be made on behalf of the company by complying with one of the two alternative requirements for signature in s.44 (2): it must also be "expressed, in whatever words, to be executed by the company. That means that the document must purport to have been signed by persons held out as authorised signatories and held out to be signing on the company's behalf. It must be apparent from the face of the document that the people signing it on the company's behalf in such a way that the document is to be treated as having been executed "by" the company for the purposes of subsection (4), and not merely by an agent "for" the company."

In addition to this. A company which is by default of no material substance cannot commit a crime. However. The Directors and the secretary of a company are liable for any fraudulent or criminal activities of that company.

Without ill will or vexation.

For and on behalf of the Principal legal embodiment by the title of MR DAVID WARD. For and on behalf of the attorney General of the House of Ward For and on behalf of Baron David of the House of Ward.



### BDW E 'The INSANITY of TAX'



# Exhibit (E)

# The Insanity of Tax

# On and for the record

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### There is a loaf of bread on Morrison's Shelf.

There is a loaf of bread on Morrison's shelf. But it didn't just appear there by magic, the loaf of bread started its journey on John the farmers' farm.

Whoops, hang on a minute,

John the farmer pays council tax on his hard standing and that council tax is added to the cost of the loaf of bread.

So John the farmer rises early in the morning to plough the field and plant some grain. Just hold it right there.

In the tractor there is red diesel fuel and that fuel carries a fuel duty of 36% plus the vat on the duty, plus the vat on the diesel and all that tax goes to the cost of the loaf of bread.

So now john has ploughed the field to plant the grain but the grain is not in the ground yet, the grain has to be sawed. So john the farmer fires up the tractor again to saw the grain.

Just hang on.

In the tractor there is red diesel fuel and that fuel carries a fuel duty of 36% plus the vat on the duty plus the vat on the diesel and all that tax goes to the cost of the loaf of bread.

Now the grain is sawed and is in the ground and John the farmer has to wait three of six months whilst the grain grows and is ready for harvesting.

Wight a minute,

John the farmer pays council tax on his hard standing and that council tax is added to the cost of the loaf of bread.

So now it is time for harvesting, John the farmer fires up the big, monster combine harvester and harvests the field. Woes stop. In the combine harvester there is red diesel fuel and that fuel carries a fuel duty of 36% plus the vat on the duty plus the vat on the diesel and all that tax goes to the cost of the loaf of bread.

Now John the farmer has a big pile of hay and a whole pile of grain, so john the farmer calls up Bob the haulage truck driver to carry the grain to the grain storage silo.

Stop the bus right there.

Bob haulage truck driver drives a truck on the road, now this has white diesel fuel in the tank and whit diesel fuel carries a duty of 80% plus the vat on the duty plus the vat on the diesel and all that tax goes to the cost of the loaf of bread. Also Bob haulage truck driver pays road tax to drive on the road, also Bob haulage truck driver lives in a house and pays council tax and all that tax goes to the cost of the loaf of bread.

It gets better the grain has now been delivered to the grain storage silo. Stop. The grain storage silo company pays commercial council tax and all the employees of that company live in houses and they all pay domestic council tax and all that tax is added to the cost of the loaf of bread.

Are we beginning to see a trend here? So the grain sits in the storage silo until it is called upon by the flower mill. Just hang on. That's even more commercial council tax and all that tax is added to the cost of the loaf of bread.





That's absolutely correct the tax man just loves the tax.

So the flour mill calls up Bob the haulage truck driver to carry the grain to the flower mill.

Stop, my ears are bleeding and my brain hurts.

No Pain no gain knowing the truth is a painful experience and if you can't stand the pain go back to sleep and keep paying the tax.

Are you insane?

Aren't we all, we have been doing this insanity for donkey's years, now shut up and take it. Nooooo.

Bob the haulage truck driver drives a truck on the road, now this has white diesel fuel in the tank and whit diesel fuel carries a duty of 80% plus the vat on the duty plus the vat on the diesel and all that tax goes to the cost of the loaf of bread. Also Bob haulage truck driver pays road tax to drive on the road, also Bob haulage truck driver pays lives in a house and pays council tax and all that tax goes to the cost of the loaf of bread. Why, why, Why.

Shut up and take it.

OMG No.

Now the grain is at the flower mill.

Stop plies no, I can't take any more.

Shut up and take it, take it,

take it,

take the pain what doesn't kill you will only make you stronger.

The flower mill company pays commercial council tax and all the employees of that company live in houses and they all pay domestic council tax and all that tax is added to the cost of the loaf of bread. Whimper!

Somebody has to pay the tax man now take it.

Having made the grain into flower now the flower is ready to go to another storage depot. St-- Suck it up!! The flower mill calls Bob the haulage truck driver to carry the flower to the storage depot.

Bob the haulage truck driver drives a truck on the road, now this has white diesel fuel in the tank and whit diesel fuel carries a duty of 80% plus the vat on the duty plus the vat on the diesel and all that tax goes to the cost of the loaf of bread. Also Bob haulage truck driver pays road tax to drive on the road, also Bob haulage truck driver lives in a house and pays council tax and all that tax goes to the cost of the loaf of bread.

The storage depot company pays commercial council tax and all the employees of that company live in houses and they all pay domestic council tax and all that tax is added to the cost of the loaf of bread. Do you have a gun? Somewhere:

Now the bakery has an order for some bread so they call Bob to collect the flower from the storage depot and take it to the bakery.

Not saying anything anymore. Bob the haulage truck driver drives a truck on the road, now this has white diesel fuel in the tank and whit diesel fuel carries a duty of 80% plus the vat on the duty plus the vat on the diesel and all that tax goes to the cost of the loaf of bread. Also Bob haulage truck driver pays road tax to drive on the road, also Bob haulage truck driver pays lives in a house and pays council tax and all that tax goes to the cost of the loaf of bread.

The bakery company pays commercial council tax and all the employees of that company live in houses and they all pay domestic council tax and all that tax is added to the cost of the loaf of bread.





#### Can I find that gun?

No, you're not allowed a gun it's against legislation, besides you might just use it to shoot the tax man, and we can't have that now: can we?

Silence:-

So the bakery calls up Bob to take the bread to Morrison's.

#### Silence:

Bob the haulage truck driver drives a truck on the road, now this has white diesel fuel in the tank and whit diesel fuel carries a duty of 80% plus the vat on the duty plus the vat on the diesel and all that tax goes to the cost of the loaf of bread. Also Bob haulage truck driver pays road tax to drive on the road, also Bob haulage truck driver lives in a house and pays council tax and all that tax goes to the cost of the loaf of bread.

Morrison's is a that company pays commercial council tax and all the employees of that company live in houses and they all pay domestic council tax and all that tax is added to the cost of the loaf of bread. What you looking for in that draw? Nothing:-

#### Where you going?

There's a peaceful occupy Downing Street on today I thought I would keep them company: What's that in your pocket? Nothing:

Well don't be too long, you have work to do so you can keep paying the tax man: And when you get old you're going to need plenty of money to spend on the grandkids, things like mobile phones and Xbox's and computer games: The door closes.

Now the first question is how much is the tax on a loaf of bread when it is still on the shelf? The tax man has already had more than he should. He does not care if it is sold or it goes stale. It does not matter who pays for the bread weather the purchaser is employed or unemployed it's all the same to the tax man. So how much is the tax value on a loaf of bread on Morison's shelf?

If all the tax was removed from the loaf of bread just leaving the cost of each loaf inclusive of all the growing, manufacture and transport costs, even allowing for some profit for all the processes involved how much would it cost? The answer to that question will astonish you. These calculations have been made by two chartered accountants burning the midnight oil and plenty of coffee. Coffee, cool: Here's the answer.

85% of the cost of the loaf of bread is nothing but TAX: This means that if a loaf of bread costs £1 then the price on the shelf should be 15p. Ouch! Isn't that amazing? Now take this example and apply it across the board. From a lollypop to a colour TV, to the tarmac on the road, to the cost of a house or a car.

A £20K car would now be say £3K. Doesn't that sound good, a £100K house would cost £15K. This is an economically valid example. Let it sink in for a while. -----

There's more. We pay 24% of our income out of our gross earning to the NHS. I know if you are employed you only pay 8% but you boss pays 16% and who do you think earns that 16%? You do, you pay your part of your bosses 24% as well. Now the NHS pays for a lot of things such as Hospitals and staff and medication and ambulances and unemployment from the department of works and pensions. And I hear the words "so what" well all that money is spent and the taxman rakes back in 85% of it: That's





85% that will never return to the NHS. Now you can also say that our tax is necessary because it pays for the police and the schools and the bin men and the park keeper and fire brigade: Well this is also true but as that money is spent the taxman rakes back in 85%. Now the question is when do you get the value of that money? And the answer is never: Never, ever, ever and if you can find it then let me know.

There's more. This means that the only money you get to keep is the 15%. Oh s---t yes. That 15% pays for everything ells, your home and furnishings, the car, the holiday, the food, on and on. Yes you live your life on 15% and that is a fact, oh yes and some credit cards. Now that is a very sobering thought. This is exactly the reason why we are all broke. So what is it that the tax man does that makes him worth so much of your life energy???? Anybody please let me know.

There's more. The opposite side of the coin! The cost of a £100K house is £15K you could save up for that in say 5 years on minimum wage and buy the house cash with no mortgage. Having a mortgage means you pay for three houses and only get to keep one. So you would save the cost of two houses, that's money back in your pocket that the bank will never see. Minimum wage would be equal to current day without paying tax say £50 per hour. You could buy your car cash, no loan. We would be a cash rich nation in no time at all and the banks would just be a service to move our cash around as usual. There would be no national debt. We would have roads that do not wreck our cars. Let the mind wonder. And don't forget that all tax is illegal, it contravenes the bills of exchange act and is an act of fraud without the consent of the governed, and the consent of the governed is not a presentable fact.

So the last observation is this. We pay all this tax for the Fireman and the policeman and everybody else who gets paid from the public purse. But all those paid from the public purse also pay tax to the tune of 85%. How insane is that?....

It is no wonder that this country is commercially ruined and cannot compete in the world market place. That is just bad business management. I blame Parliament. This country is not economically viable. Fubar'ed beyond all recognition.

### What's wrong with the world?

What is wrong with the world and what can we do about it?

# Lots and lots

Without ill will or vexation.

For and on behalf of the Principal legal embodiment by the title of MR DAVID WARD. For and on behalf of the attorney General of the House of Ward For and on behalf of Baron David of the House of Ward.



### BDW F 'NOBODY GETS PAID'



# Exhibit (F)

# No Body Gets Paid

### On and for the record

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### No Body gets paid and nobody pays for anything ever.

### The Facts

What does this mean? What happened and when did this happen and what is the outcome?

This is becoming more and more difficult to validate from reputable sauce as much of that which was available has been removed from the public record. It is however a well known fact that the victors rewrite the public record to suit their needs. It has also been noted that where there is something to hide then hidden it will be. There is however still a great deal of information still available. One such resource is this. <u>http://mises.org/library/gold-standard-and-its-future</u> Published by, E. P. DUTTON & CO., INC. By All accounts this is the work of a young London University economist.

#### A commentary on the book made by T.E. Gregory

"Between 1919 and 1925 a co-operative and successful effort was made to replace the monetary systems of the world upon a:firm foundation, and the international gold standard was thereby restored. In the last few years a variety of circumstances have combined to imperil this work of restoration. The collapse of the gold standard in a number of raw material producing countries in the course of 1930 was followed by the suspension of the gold standard in a number of European countries in 1931. The most important country to be driven off was Great Britain, which had reverted to gold after the War by the Gold Standard Act of April 1925. The Gold Standard (Amendment) Act, passed on September 25th 1931, by suspending the gold standard in this country, led not only to suspension by the Scandinavian countries and by Finland, but also to suspension in Ireland and India. Other countries followed, including Japan and the U.S.A"

Followed by the usual disclaimer:-

"Note: The views expressed on Mises.org are not necessarily those of the Mises Institute."

We find it very strange how these days that there is always a disclaimer and nobody stands by their words.

It is very strange that there is no record of this The Gold Standard Amendment Act 1931 at the .legislation.gov.uk website. I wonder why?

Google brings up 36,600 results but nothing on the .legislation.gov.uk web..... Very strange that?

So was the gold standard Act abolished and is there other evidence to support this?

Well for the older ones of us there is the living memory. People used to get paid with gold sovereigns and silver coins. Imagine that!!! People used to get paid with real money!!! How absurd. Back in the day and for thousands of years merchants used to use real gold and silver coins to trade. Back in the day the Merchants would make use of the gold smith's safe to keep their money safe in exchange for a cashier note to the value of what was deposited in the gold smiths safe.

So what happened?

Fractional lending happened were it was legalised by the government by agreement that the Banks could lend more money in the form of Bank notes than the Bank had sufficient gold or money to support. A bank note is not money. A Bank note has never been money but a note supported by the money on deposit in the Bank (The gold and the silver) This is also licence fraud legalised by

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agreement. Fraud is still fraud legalised or not. Fraud by agreement is still fraud. The Banks do not have enough money on deposit to support the notes in circulation.

At some point in the 1800's the Banks claimed the gold/silver as there would never be enough money to pay back all the debt that the Banks had created by licensed agreement with the government.

The facts are this. A Bank note is not money and never has been but only a note or a record of something of value. As long as there was a gold standard Act then the Bank note would be something of perceived value as it would have a relationship with something of value on deposit in the form of gold or silver.

What if there was no gold or silver to give the Bank note some value? What then? What then is the value of a Bank note? If there is no Gold standard Act and there is no money that the Bank note represents then what is the value of the Bank note?

If there is no money to support the Bank note then the Bank note is nothing more than a piece of paper with marks on it of no value. It would be Monopoly Money. How can we show this to be factual? Simple...

Take some Bank notes to the Bank of England, walk up to the cashier and demand the money that the Bank of England promises to pay on demand. How easy is that?? Don't be too surprised when the cashier looks at you strange and if you become insistent then the Bank security will be summoned to remove you from the premises for disturbing the peace. How much proof do you need?

What else do we have as evidence? Well there is the Bills of Exchange Act of 1882. Why was there no Bills of exchange Act before 1882? Did we not need any Bills of exchange Act before 1882?? Why is this date significant??

Could this be because the government went into the 11th chapter of insolvency prior to 1882 due to the fractional lending fraud?

How about you take out a loan and then ask the Bank to provide the sauce of the funds dating back by three accounts and be compliant with The Money Laundering Regulations 2007. Don't hold your breath waiting for a response. The Bank cannot provide the historic record of the sauce of the funds.

What really happens when you enter a retail outlet and purchase some goods with Bank of England Promissory notes? You then approach the **cashier** and make an **offer** of payment, which is a piece of paper from the bank of England where there is a promise to pay but no actual payment takes place. It is not possible to pay for anything without money. A Bank Note is not money.

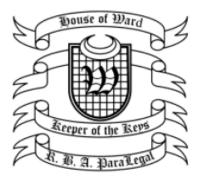
The cashier then gives you a receipt for the offer of payment. So in effect pieces of paper have changed hands both with words and numbers on them. This complies with the Bills of Exchange act 1882 as two pieces of paper to the same perceived value has changed hands. But when did you ever return to the retail outlet and PAY for the Goods with money??

When did you ever pay for anything with real money?? A Bank Note has never been money. There is no monetary system. The economics is based upon confidence and belief in a monetary system where there is no money. Can somebody let me know where I can buy 20 pounds of confidence or 20 pounds of belief?

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Confidence and belief is of no material substance. Confidence and belief is a figment of the imagination.

We continue to use these words Money and Pay, without ever thinking of the actual meaning of the words. How can there be economics without money? Commerce is a scam. How is it possible for there to be Debt when there is no money? Every contractual obligation you have ever entered into is void by default because there has never been full disclosure by the parties.

You work for pay but you never get paid. There is no money to pay you with, just Bank notes that make promises that can never be kept. Even when there was real money in the form of gold and silver coins the weight of the silver coins adding up to 1 pound never ever weighed 1 pound (lb) Back in the day when there was 10s coins, two of them never weighed 1lb (1 pound) it never happened. Stop living in dream land and face the facts.

What is £100.00 BPS? British sterling silver weighed in troy ounces? Well 100 pounds is 100lb is 45kg. This is more than 25kg it is greater than the deemed safe carrying weight under the Health and Safety at Work etc Act 1974 where more than 25kg is a two man lift. It never happened. Ever. When are people going to wake up and smell the coffee Beans? Face the Facts!!

To be in a capitalistic society is to exploit another for personal gain. But there has never been any gain because you never get paid. The Bankers and the politicians are going to be really pissed when they find out they got conned as well!! £100,000,000 is still nothing of value because there is no money. 100,000,000 times 0 = 0. Zero. These are the facts.

It could be said that I am making this all up as I go along. That may be true, but only maybe? It's a two way street. The politicians and the Bankers and the governments have been making it up as they go along for years and nobody ever noticed. Somebody made it all up. So the real question is this!!!

It is also true that where there is no physical material evidence to the contrary then the obvious stands as fact. Were the statement or the document containing the details of the obvious is then the documented fact that cannot be challenged as there is no material physical evidence to the contrary of the obvious.

Sherlock Holmes is a fictional character created by Scottish author and physician Sir Arthur Conan Doyle, a graduate of the University of Edinburgh Medical School. It is clear that Sir Arthur Conan Doyle was a learned man who was very skilled in analytical and deductive reasoning. From these writings by Sir Arthur Conan Doyle there is the following.

#### A Study in Scarlet (1886) Part 2, chap. 7, p. 83

"In solving a problem of this sort, the grand thing is to be able to reason backward. That is a very useful accomplishment, and a very easy one, but people do not practise it much. In the everyday affairs of life it is more useful to reason forward, and so the other comes to be neglected. There are fifty who can reason synthetically for one who can reason analytically."

The Sign of the Four (1890), Is the second novel featuring Sherlock Holmes written by Sir Arthur Conan Doyle. *"When you have eliminated the impossible, whatever remains, however improbable, must be the truth?"* 

Where there is the lack of material evidence to support the claim then is the claim being made not an act of fraud by the very fact that there is no material evidence to support the claim. The very lack of material physical evidence to support the claim is the evidence that is the material evidence that proves that the claim is fraud.

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Consider the following:-

There are some fundamentals to be give consideration before an agreement or a contract is valid and enforceable.

- Full disclosure by the parties. If there is no full disclosure by the parties then the agreement is void from the outset. There would not be any material physical evidence to any missing disclosure but the absence of this material physical evidence is the evidence of the fraud.
- Agreed Consideration by both parties. There must be a consideration by both parties! There must be material
  evidence of this consideration. Where Banks are concerned then this would be the record as to the source of the
  funds lent to the Borrower. If the Bank has not provided this material evidence of the source of the funds then the
  bank have not given any consideration and cannot suffer any loss.
- There should be a signed agreement by both parties. Without the signature from both parties then there is no
  material evidence to the agreement or contract.
- To be compliant with The Companies Act 2006 (1) Under the law of England and Wales or Northern Ireland a
  document is executed by a company—(a) by the affixing of its common seal, or (b) by signature in accordance with
  the following provisions. (2) A document is validly executed by a company if it is signed on behalf of the company—
  (a) by two authorised signatories, or (b) by a director of the company in the presence of a witness who attests the
  signature.

The very absence of the company (Bank) seal or signatures from the company is the material evidence of the fact that their activities are fraudulent from the start.

(Account Holder) Signs the Bank's Loan Contract or Mortgage or credit card agreement (The Bank officer does not so there is no agreement or contract).

(Account Holder) Signature transforms the Loan Contract into a Financial Instrument worth the Value of the agreed amount. Bank Fails to Disclose to (Account Holder) that the (Account Holder) Created an Asset.

(Financial Instrument) Asset Deposited with the Bank by the (Account Holder).

Financial Instrument remains property of (Account Holder) since the (Account Holder) created Financial Instrument with the signature.

Bank Fails to Disclose the Bank's Liability to the (Account Holder) for the Value of the Asset of the commercial instrument. Bank Fails to Give (Account Holder) a Receipt for Deposit of the (Account Holders) Asset or commercial instrument.

New Credit is created on the Bank Books credited against the (Account Holder) Financial Instrument

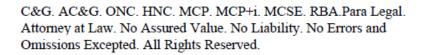
Bank Fails to Disclose to the (Account Holder) that the (Account Holder) Signature Created New credit that is claimed by the Bank as a Loan to the Borrower

Loan Amount Credited to an Account for Borrower's Use as a credit.

Bank Deceives Borrower by Calling Credit a "Loan" when it is a Deposited Asset created by the (Account Holder)

Bank Deceives Public at large by calling this process Mortgage Lending, Loan and similar

Bank Deceives Borrower by Charging Interest and Fees when there is no consideration provided to the (Account Holder) by the Bank







Bank Provides None of own Money or commercial instruments so the Bank has No Consideration in the transaction and so no True Contract exists.

Bank Deceives (Account Holder) that the (Account Holder's) self-created Credit is a "Loan" from the Bank, thus there is No Full Disclosure so no True Contract exists.

(Account Holder) is the True Creditor in the Transaction. (Account Holder) Created the new credit as a commercial instrument. Bank provided no value or consideration.

Bank Deceives (Account Holder) that (Account Holder) is Debtor not Creditor

Bank Hides its Liability by off balance-sheet accounting and only shows its Debtor ledger in order to Deceive the Borrower and the Court. The Bank is licensed by the government to commit actions that would otherwise be illegal (Banking Fraud) The court is a sub office of the same company. See Exhibit (C) The material evidence of the fact. The Court has an obligation to support actions licensed by the state. There is a clear conflict of interests here.

Bank Demands (Account Holder) payments without Just Cause, which is Deception, Theft and Fraud Bank Sells (Account Holder) Financial Instrument to a third party for profit

Sale of the Financial Instrument confirms it has intrinsic value as an Asset yet that value is not credited to the (Account Holder) as Creator and Depositor of the Instrument.

Bank Hides truth from the (Account Holder), not admitting Theft, nor sharing proceeds of the sale of the (Account Holder's) Financial Instrument with the (Account Holder) and creator of the financial instrument.

The (Account Holder's) Financial Instrument is converted into a Security through a Trust or similar arrangement in order to defeat restrictions on transactions of Loan Contracts.

The Security including the Loan Contract is sold to investors, despite the fact that such Securitization is Illegal Bank is not the Holder in Due Course of the Loan Contract.

Only the Holder in Due Course can claim on the Loan Contract.

Bank Deceives the (Account Holder) that the Bank is Holder in Due Course of the Loan Contract

Bank makes Fraudulent Charges to (Account Holder) for Loan payments which the Bank has no lawful right to since it is not the Holder in Due Course of the Loan Contract.

Bank advanced none of own money to (Account Holder) but only monetized (Account Holder) signature.

Bank Interest is Usurious based on there being No Money Provided to the (Account Holder) by the Bank so that any interest charged at all would be Usurious

#### Thus BANK "LOAN" TRANSACTIONS ARE UNCONSCIONABLE!

Bank Has No True Need for a Mortgage over the Borrower's Property, since the Bank has No Consideration, No Risk and No Need for Security.

Bank Exploits (Account Holder) by demanding a Redundant and Unjust Mortgage.

Bank Deceives (Account Holder) that the Mortgage is needed as Security

Mortgage Contract is a second Financial Instrument Created by the (Account Holder)

Deposit of the Mortgage Contract is not credited to the (Account Holder)

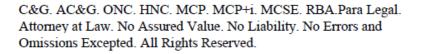
Bank sells the (Account Holder) Mortgage Contract for profit without disclosure or share of proceeds to (Account Holder)

Sale of the Mortgage Contract confirms it has intrinsic value as an Asset yet that value is not credited to the (Account Holder) as Creator and Depositor of the Mortgage Contract

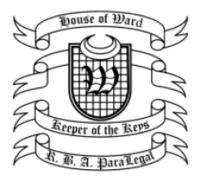
Bank Deceives (Account Holder) that Bank is the Holder in Due Course of the Mortgage

Bank Extorts Unjust Payments from the (Account Holder) under Duress with threat of Foreclosure

Bank Steals (Account Holder) Wealth by intimidating (Account Holder) to make Unjust and fraudulent Loan Payments Bank Harasses (Account Holder) if (Account Holder) fails to make payments, threatening Legal Recourse







Bank Enlists Lawyers willing to Deceive (Account Holder) and Court and Exploit (Account Holder) Bank Deceives Court that Bank is Holder in Due Course of Loan Contract and Mortgage. Bank's Lawyers Deceive and Exploit Court to Defraud (Account Holder)

The government license the Bank were a license is permission to partake in an activity which would otherwise be illegal. The court (Judiciary) is a sub office of the company which grants the license and has an obligation to find in favour of the holder of that license as the Judiciary is a sub office of the company (STATE) that grants the license.

See Exhibit (C) The material evidence of the Fact.

The Judiciary is a sub office of the (STATE) Company and this is confirmed by the Rt. Hon. Lord chief Justice Sir Jack Beatson FBA. This is a fact on and for the record.

The State (Company) has no legal authority to grant the license.

See Exhibit (B) Case authority No WI-05257F as definitive material evidence of this fact that the governed have not given their consent or the legal authority for the (STATE) (Government) company to create legislation or grant license. This is a fact on and for the record.

Bank Steals (Account Holder) Mortgaged Property with Legal Impunity.

Bank Holds (Account Holder) Liable for any outstanding balance of original Loan plus costs

Bank Profits from Loan Contract and Mortgage by Sale of the Loan Contract, Sale of the Mortgage, Principal and Interest Charges, Fees Charged, Increase of its Lending Capacity due to (Account Holder) Mortgaged Asset and by Acquisition of (Account Holder) Mortgaged Property in Foreclosure. Bank retains the amount of increase to the Money Supply Created by the (Account Holder) Signature once the Loan Account has been closed.

(Account Holder) is Damaged by the Bank's Loan Contract and Mortgage by Theft of his Financial Instrument Asset, Theft of his Mortgage Asset, Being Deceived into the unjust Status of a Debt Slave, Paying Lifetime Wealth to the Bank, Paying Unjust Fees and Charges, Living in Fear of Foreclosure, and ultimately having his Family Home Stolen by the Bank. Thus the BANK MORTGAGE LOAN BUSINESS IS UNCONSCIONABLE.

#### So what is the material evidence that is missing?

- · First there is the contract or agreement which bears no signature from the bank or the company seal.
- The true accounting from the Bank (Company) that shows the source of the funds that the Bank lent to the borrower.
- Full disclosure from the Bank (Company) to the fact that it is the (Account Holder's) signature that
  created the commercial instrument and the asset which is the true sauce of the funds.
- The consent of the governed (Exhibit (B))
- The recorded legal authority on and for the record. (Exhibit (B))

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Facts are facts because they are the facts. Facts have material substance. The material evidence of the facts is something of material substance. When there is no material substance to the facts then there is Bill and Ben making things up as they go along.

These are the FACTS. This is the documented evidence of the facts. It is the very lack of the material evidence to the contrary to these documented facts which is the very evidence itself.

Where there can be no physical evidence presented as material evidence that the opposite is true, IS By Default the Fact. And Fraud.

We are all victims of this same criminal and intentional and UNCONSCIONABLE crime. This is inclusive but not limited to:-

- The lawyers,
- The Barristers,
- The Judges,
- The Members of Parliament (MP's)
- The Banking Staff,
- The Police,
- The people of this land.

Who is not a victim of this UNCONSCIONABLE crime?

These are the Facts and the documented Facts on and for the record. These facts stand as facts until somebody presents the material evidence which stands as fact to the contrary to these stated, documented on and for the record facts.

## Who is the Fool? The Fool, Or the Fool that follows the Fool.

Without ill will or vexation.

For and on behalf of the Principal legal embodiment by the title of MR DAVID WARD. For and on behalf of the attorney General of the House of Ward For and on behalf of Baron David of the House of Ward

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BDW G 'An ENGLISHMAN's HOME is HIS CASTLE'



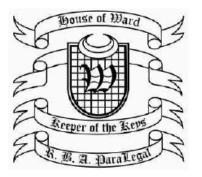
## Exhibit (G)

## An Englishman's Home is his castle



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## An Englishman's Home is his castle

Queen Elizabeth the second took a verbal oath when she entered into service (Status Servant) of her own free will. This oath was to uphold the Laws and "TRADITIONS" of this land.

An Englishman's home is his Castle and an assault on the Castle is a recognised Act of WAR. In a time of War then the casualties of War, are just that, the casualties of war. He that knowingly enters into an act of war knowingly or unknowingly has still entered into an act of war of his own volition. The occupants defending the Castle cannot be held culpable for any casualties of war even though these casualties of war should end up dead. This is recognised from the historic "traditions" of this land.

#### http://en.wikipedia.org/wiki/Castle\_doctrine

A castle doctrine (also known as a castle law or a defence of habitation law) is a legal doctrine that designates a person's abode (or any legally-occupied place [e.g., a vehicle or workplace]) as a place in which that person has certain protections and immunities permitting him or her, in certain circumstances, to use force (up to and including deadly force) to defend themselves against an intruder, free from legal responsibility/prosecution for the consequences of the force used.<sup>[11]</sup> Typically deadly force is considered justified, and a defence of justifiable homicide applicable, in cases "when the actor reasonably fears imminent peril of death or serious bodily harm to him or herself or another".<sup>[11]</sup> The doctrine is not a defined law that can be invoked, but a set of principles which is incorporated in some form in the law of many states.

The legal concept of the inviolability of the home has been known in Western Civilization since the age of the Roman Republic.<sup>[2]</sup> The term derives from the historic English common law dictum that "an Englishman's home is his castle". This concept was established as English law by 17th century jurist Sir Edward Coke, in his *The Institutes of the Laws of England*, 1628.<sup>[3]</sup> The dictum was carried by colonists to the New World, who later removed "English" from the phrase, making it "a man's home is his castle", which thereby became simply the castle doctrine.<sup>[3]</sup> The term has been used in England to imply a person's absolute right to exclude anyone from his home, although this has always had restrictions, and since the late twentieth century bailiffs have also had increasing powers of entry.<sup>[4]</sup>

There is a claim here that since the late twentieth century bailiffs have also had increasing powers of entry. This is incorrect because a Bailiff in the twentieth century is a crown corporation servant and the crown authority has no authority without a legal agreement that the crown has an authority. There is no material evidence to the fact that there is any legal agreement. This fact has now been confirmed. Case Authority No WI 05257F David Ward and Warrington Borough Council 30<sup>th</sup> Day of May 2013 at court tribunal.

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The crown has no power of entry. The crown Bailiffs do not have power of entry. It is done.

Any Crown Authority stops at the boundary of the property. To proceed beyond this point is a recognised Act of War.

Where no such legal agreement exists then the Bailiff who is only a Bailiff by title only has no powers of entry. Unless that authority can be presented in the form of a legal agreement: which must contain upon it two wet ink signatures, one of which must be yours.

So a Bailiff has no power of entry without your consent to do so and an assault upon the castle is a recognised Act of war.

We have case law to support this fact where for example, the Bailiff was smashed over the head with a milk Bottle.

#### A debtor is where there is proof of Debt. Where there is no proof of debt then you are not a debtor.

Case Law in the UK Queens Bench. http://www.dealingwithbailiffs.co.uk

Vaughan v McKenzie [1969] 1 QB 557 if the debtor strikes the bailiff over the head with a full milk bottle after making a forced entry, the debtor is not guilty of assault because the bailiff was there illegally, likewise R. v Tucker at Hove Trial Centre Crown Court, December 2012 <u>if the debtor gives the bailiff a good slap</u>.

If a person strikes a trespasser who has refused to leave is not guilty of an offence: Davis v Lisle [1936] 2 KB 434

A bailiff rendered a trespasser is liable for penalties in tort and the entry may be in breach of Article 8 of the European Convention on Human Rights if entry is not made in accordance with the law, Jokinen v Finland [2009] 37233/07 http://www.dealingwithbailiffs.co.uk

A debtor can remove right of implied access by displaying a notice at the entrance. This was endorsed by <u>Lord</u> <u>Justice Donaldson</u> in the case of Lambert v Roberts [1981] 72 Cr App R 223 - and placing such a notice is akin to a closed door but it also prevents a bailiff entering the garden or driveway, Knox v Anderton [1983] Crim LR 115 or R. v Leroy Roberts [2003] EWCA Crim 2753

Debtors can also remove implied right of access to property by telling him to leave: Davis v Lisle [1936] 2 KB 434 similarly, McArdle v Wallace [1964] 108 Sol Jo 483

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A person having been told to leave is now under a duty to withdraw from the property with all due reasonable speed and failure to do so he is not thereafter acting in the execution of his duty and becomes a trespasser with any subsequent levy made being invalid and attracts a liability under a claim for damages, Morris v Beardmore [1980] 71 Cr App 256.

Bailiffs cannot force their way into a private dwelling, Grove v Eastern Gas [1952] 1 KB 77

Excessive force must be avoided, Gregory v Hall [1799] 8 TR 299 or Oakes v Wood [1837] 2 M&W 791

A debtor can use an equal amount of force to resist a bailiff from gaining entry, Weaver v Bush [1795] 8TR, Simpson v Morris [1813] 4 Taunt 821, Polkinhorne v Wright [1845] 8QB 197. Another occupier of the premises or an employee may also take these steps: Hall v Davis [1825] 2 C&P 33.

Also wrongful would be an attempt at forcible entry despite resistance, Ingle v Bell [1836] 1 M&W 516

Bailiffs cannot apply force to a door to gain entry, and if he does so he is not in the execution of his duty, Broughton v Wilkerson [1880] 44 JP 781

A Bailiff may not encourage a third party to allow the bailiff access to a property (ie workmen inside a house), access by this means renders the entry unlawful, Nash v Lucas [1867] 2 QB 590

The debtor's home and all buildings within the boundary of the premises are protected against forced entry, Munroe & Munroe v Woodspring District Council [1979] Weston-Super-Mare County Court

A Bailiff may not encourage a third party to allow the bailiff access to a property (ie workmen inside a house), access by this means renders the entry unlawful, Nash v Lucas [1867] 2 QB 590

Contrast: A bailiff may climb over a wall or a fence or walk across a garden or yard provided that no damage occurs, Long v Clarke & another [1894] 1 QB 119

It is not contempt to assault a bailiff trying to climb over a locked gate after being refused entry, Lewis v Owen [1893] The Times November 6 p.36b (QBD)

If a bailiff enters by force he is there unlawfully and you can treat him as a trespasser. Curlewis v Laurie [1848] or Vaughan v McKenzie [1969] 1 QB 557

A debtor cannot be sued if a person enters a property uninvited and injures himself because he had no legal right to enter, Great Central Railway Co v Bates [1921] 3 KB 578

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If a bailiff jams his boot into a debtors door to stop him closing, any levy that is subsequently made is not valid: Rai & Rai v Birmingham City Council [1993] or Vaughan v McKenzie [1969] 1 QB 557 or Broughton v Wilkerson [1880] 44 JP 781

If a bailiff refuses to leave the property after being requested to do so or starts trying to force entry then he is causing a disturbance, Howell v Jackson [1834] 6 C&P 723 - but it is unreasonable for a police officer to arrest the bailiff unless he makes a threat, Bibby v Constable of Essex [2000] Court of Appeal April 2000.

The very presence of the Bailiff or third part company who is engaged in a recognised Act of war is an assault on the castle and it is reasonable for the police officer to arrest the bailiff where there is a recognised Act of War. If the police officer does not arrest the Bailiff on request then the police officer is guilty by default of an offence against legislation which is the offence of Malfeasance in a public office. The police officer is also guilty by default of an act of fraud as he is on duty and being paid for his inaction. The penalty under legislation for these offences are as follows. 25 years' incarceration for the offence of Malfeasance in a public officer is culpable.

Without ill will or vexation.

For and on behalf of the principal legal embodiment by the title of MR DAVID WARD For and on behalf of the attorney General of the House of Ward For and on behalf of: Baron David of the House of Ward All Rights Reserved



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#### LEGAL NOTICE TO BAILIFF/ or third Party Company.

#### NOTICE TO AGENT IS NOTICE TO PRINCIPAL AND NOTICE TO PRINCIPAL IS NOTICE TO AGENT APPLIES

#### DO NOT IGNORE THIS NOTICE IGNORING THIS NOTICE WILL HAVE CONCEQUENCES.

#### NOTICE OF REMOVAL OF IMPLIED RIGHT OF ACCESS FROM THIS TIME FORWARD AND IN PERPETUITY

Baron David of the House of WARD hereby gives notice that the implied right of access to the property known as 145 Slater Street. Latchford Warrington. [WA4 1DW]. And surrounding areas: Along with all associated property including, but not limited to, any private conveyance, in respect of the following:

Please also take notice that the land known as England has recognised historic traditions and any transgression of this notice will be dealt with according to the traditions of this land where it is recognised that an Englishman's House is his Castle and any transgressions upon that property is also a recognised Act of War. It is recognised that a state of war has been declared by you, let battle commence.

i, a man who has a recognised status by natural descent according to the traditions of this land being Baron David of the House of Ward claim indefeasible Right to self-defence, and to protect the House of Ward family Castle and the contents therein but not limited to, and surrounding areas.

Any transgressions will be dealt with using any force deemed necessary at the discretion of the HOUSE of Ward. You have been given legal warning. Your personal safety and the safety of any agents may be compromised if you ignore this legal warning. No quarter given.

Nothing will prevent us from defending our life, our family home (Castle) and all that is held within. All natural and Inalienable Rights Reserved as recognised by the historic traditions of this land.

You have been served LEGAL NOTICE

Without ill will or vexation.

For and on behalf of the principal legal embodiment by the title of MR DAVID WARD For and on behalf of the attorney General of the House of Ward For and on behalf of: Baron David of the House of Ward All Rights Reserved



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BDW H 'The HYPOCRISY of the SECRET BALLOT ELECTIVE PROCESS'



# Exhibit (H)

## The Hypocrisy of the Secret Ballot Elective Process.



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Do we really have a valid election process? Is Government truly government by the people for the people? Are we all members of the public? What are the known observable Facts?

#### What is an election?

An election is where the people elect into office the representatives they wish to represent them into local government and then Parliament. Everybody knows that, we have been doing this for decades. The concept is that we elect of ourselves and that is self government by the people for the people, it is obvious any fool can see that. The people elect of themselves and then the people tell the local government what they want and the local government pass this forward to the central government and therefore we have government by the people for the people and all is well. Is this really what happens?

#### Secret Ballot

Is this a valid process? Well we do have a choice of all the elected councillors. Is this a real choice? The first question would be as to where be the box to place the "X" in that states "None of the above?" Strange how this option is not present on the Ballot sheet! Where does this collection of candidates come from in the first place? 95% of the people would not be able to answer this question. Then there is the process it's self. The people place an "X" in a box to signify a choice. So there is only a Mr or Ms "X" who has voted in a secret Ballot.

Where is the accountability? Who was it that voted in this secret Ballot? Well that would be Mr or Mrs "X". What happens to all these Ballot sheets after an secret Ballot? Should they not be kept on and for the public record? But what would be the point? This is after all a SECRET Ballot.

So the first question is this. Where is the material evidence that there has been somebody elected into office? If an elected was asked to present the material evidence of the fact that they have been elected. Then. Where is this material evidence and accountability? How can the elected prove by presenting physical evidence that they have been elected? Where is the public record on and for the public record? In which public office can this evidence be seen?

Can our current Prime Minister present the material evidence of the fact that he has been elected? No He Cannot.

#### The un-election Process.

What is this? 63.5 million People on this land can tell and know what the elective process is. But not one of the 63.5 million People can tell or know what the un-election process is! How is this representative of the people's choice? The fact is there is no process to remove some one from office once they have been elected into office. How is this government by the people for the people where there is no known process to un-elect an officer of the state?

#### The Public and the Private.

It is a general consensus of opinion that the people of this land are the public. Is this correct? No, it is not. Only those in public office and who are paid from the public purse are members of the public. So the general consensus of opinion is incorrect. An opinion is not fact. A belief is not fact. So is a general consensus of opinion a fact? No, it is an opinion. We have searched all the Ordnance Survey Maps for a public road. We did not find one. So where is the material evidence that there is such a thing as

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a public road or a public highway? There is however designated public foot paths for pedestrians to pas and re-pas as long as the pedestrians do not obstruct the public foot path.

We have also had great difficulty finding the queens highway. It is a common held belief that we have the right to free travel down the queen's highway but for the life of us we cannot find the queen's highway on any Ordnance Survey Maps. We were hoping to locate this queen's highway; as if it has the right to free travel then we could travel this queen's highway without any speed restrictions. Additionally we could also have charged the queen for travelling expenses as we are travelling on the queen's highway for free as there is always an expense when travelling. But after consulting all of the Ordnance Survey Maps alas, there was no queen's highway to be found. So there is no material evidence to support the people's general consensus of opinion that there is such a thing as the queen's highway. Therefore the general consensus of opinion is incorrect.

So is there such a thing as a public road? This public road would be a public road if it was a designated public road only for the members of the public on the public payroll to drive upon. So which of the roads on this land is a designated public road purely and specifically for the purpose of the public use? The majority of the people are private individuals who are not paid from the public purse. If you are not on the public pay role then you are not a member of the public.

Is there such a thing as "The public"? It is quite clear from the Rt. Hon. Sir Jack Beatson speech at the Nottingham and Trent law university and the definition of a state by the London School of Economics that a state is a private company. See Exhibit (C) The Material evidence of the FACTS which is the material evidence that there is no such thing as public and that the general consensus of opinion is once again incorrect and there is no such thing as public. This is once again a belief and not a fact.

#### So do we have a valid election process and does this have any valid credibility.

Quite simply the answer is No. Let us sum up the facts.

- There is no un-election process.
- Only Mr and Mrs "X" have voted (No accountability)
- There is no material evidence to present on and for the public record that there has been an election. (No accountability).
- · No elected official in public office can present any material evidence to the fact that they have been elected.
- There is no public office as the office is the office of a private company. See Exhibit (C).
- The private policy of the private government company caries no authority or legal obligation under the private company
  government legal definition of statute where there is a requirement for the legal consent of the governed. See Exhibit (B).
- There is no legal obligation for the elected to act upon the wishes of the people. (No accountability).
- The office of the Judiciary is a sub office to a private company. See Exhibit (C).

Do we have an elected government by the people for the people where this government has responsibility and accountability to the people?

#### The answer is. <u>No we do not.</u> These are the facts on and for the record.

Without ill will or vexation.

For and on behalf of the Principal legal embodiment by the title of MR DAVID WARD. For and on behalf of the attorney General of the House of Ward For and on behalf of Baron David of the House of Ward. All rights reserved.

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Baroness.oftheHouseof+Dawson\_105\_00507@gmail.com 25 WOODSTOCK AVENUE County Palatine of Nottingham [NG7 5QP] 30 July 2023

To: MR GREG SEAN JACKSON Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State 164 to 182 Oxford Street London [W1D 1NN]

Reference Lien Number HOD-GREG S JACKSON CEO OCTOPUS ENERGY-HOD105

To the following by email: Lord President of the Privy Council to King Charles Temporary Chief Constable of Leics police London Gazette Edinburgh Gazette Belfast Gazette Land Registry Information Commissioners Office Experian Equifax Leicester Mercury Newspaper Daily Mail News Financial Conduct Authority

This is a formal Notification of the following.

There is a formal and civil obligation to publish this public notice. This is a notice of a formal and agreed lien by way of a resolution for the criminal offences of Fraud and Malfeasance in the office of claimant of MR GREG SEAN JACKSON.

#### Public Notice

NOTICE that I, Baroness Elaine of the House of Dawson, have an Affidavit of Obligation – Security by way of a lien against, and therefore an interest in, the personal estate of MR GREG SEAN JACKSON {CLAIMANT} IN THE POSITION OF Chief Executive Officer for OCTOPUS ENERGY Limited Corporation/State. For the amount of Two Hundred and Twenty Five million pounds GBP 225,000,000.00.

This is a formally published legal securitised commercial instrument in PDF format at Record location: <u>https://barondavidward.com/wp-content/uploads/2022/07/a-HOH-DALEWILLETT-LIEN-001.pdf</u> And here: <u>https://jpst.it/32SKA\_https://tinyurl.com/4eaannz9</u> And here: <u>https://www.facebook.com/groups/1191551411479810/</u> And here: <u>https://archive.org/details/@baron\_david\_ward</u>

#### End of Notice

Without ill will or vexation

For and on behalf of the Principal legal embodiment by the title of MISS ELAINE DAWSON. For and on behalf of the Attorney General of the House of Dawson. For and on behalf of Baroness Elaine of the House of Dawson. All rights reserved.





#### Notification Address List

Leicestershire Chief of Police TemporaryPolice Headquarters St Johns Enderby LE19 2BX Rob nixon@leics.police.uk

Information Commissions Office Wycliffe House Water Lane Wilmslow Cheshire SK9 5AF <u>www.ico.org.uk</u> 01625 545745 <u>icocasework@ico.org.uk</u>

Experian The Sir John Peace Building Experian Way NG2 Business Park Nottingham NG80 1ZZ consumer.helpservice@uk.experian.com

The London Gazette PO Box 3584 Norwich NR7 7WD T: +44 (0)870 600 33 22 F: +44 (0)20 7394 4572 E: london@thegazette.co.uk

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Equifax Credit File Advice Centre Capital House, 25 Chapel Street, London NW1 5DS <u>Customer RelationsUK@equifax com</u>

Land Registry Leigh Court, Torrington Avenue, Coventry, West Midlands CV4 9XZ T: 0300 006 0411 Email, contact@landregistry-uk.com.

#### Leicester Mercury /Reach Group

One Canada Square Canary Wharf London E14 5AP dataprotection@reachplc.com



# Bill of Exchange

N°. ( -HOD105 )

Sterling NOTTINGHAM July 30, 2023 .

Exchange for £ GBP 225,000,000.00

## FOURTEEN Days after sight of this Sole Bill of Exchange

Pay to me Elaine Dawson

or Order

The sum of pounds of Great Britain Two hundred and twenty five million Sterling, Value Received against our unrebutted Affidavit Lien -HOD105

for £ GBP 225,000,000.00 for Judgment in commerce claim of contract effected without mutual consideration or lawfull commercial instrument.

To M/s. OCTOPUS ENERGY Limited Corporation/State Registered Office 164 to 182 Oxford Street London [W1D 1NN]

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Nº. ( -- HOD105 ... ) .

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