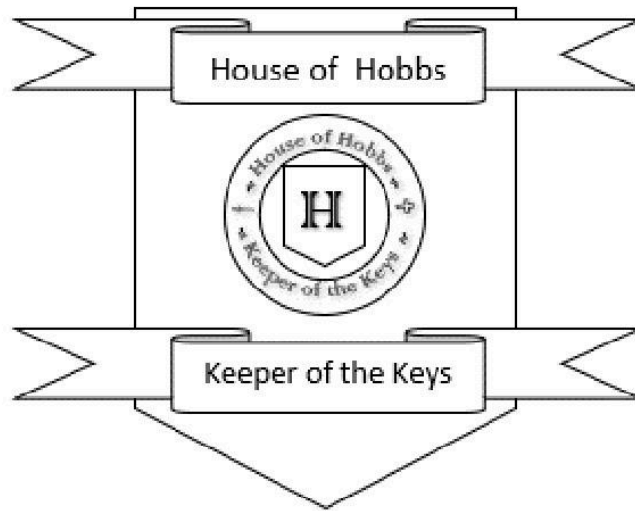




# 0 OH553\_HMCTS\_HOHO200 FULL LIEN

HOHO200 HOH—LYNNE CHAPMAN BAILIFF HM COURTS and TRIBUNALS SERVICES —  
HOHO200



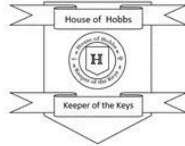
Surety for a Security by Way of a lien

## Lien Number

HOH—LYNNE CHAPMAN BAILIFF HM COURTS and TRIBUNALS SERVICES  
—HOHO200

MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for  
NUNEATON HM COURTS and TRIBUNALS SERVICES





33 Lea Close  
County Palatine of Leicestershire (LE9 6NW)

Baroness.oftheHouseof+Hobbs\_200\_OH553@gmail.com  
5 December 2023

To: MISS LYNNE CHAPMAN  
BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES Corporation/State  
Vicarage St Nuneaton [CV11 4JU] and 102 Petty France LONDON [SW1H 9AJ]  
Lynne Chapman Bailiff Nuneaton HMTCS c/o Yvonne\_Jane.Glynn@justice.gov.uk ,

e-filing.nuneaton.countycourt@justice.gov.uk King Charles, c/o Lord of the Privy Counsel Penny Mordaunt  
MP} ,hcnquiries@parliament.uk alex.chalk.mp@parliament.uk , Lady Chief Justice Sue Lascelles  
Carr} ,KBEnquiries@justice.gov.uk , contactholmember@parliament.uk , rob.nixon@leics.police.uk ,  
enquiries.nuneaton.countycourt@justice.gov.uk

Your ref}K1PP4006 Trespass on 30th October 2023 by Lynne Chapman and secretive locksmith citing Fraudulent instrument  
N54 of 27/SEP/23 as granting Power of Attorney and rights over our property to wrest our property real from us

Our Ref:HOH—LYNNE CHAPMAN BAILIFF HM COURTS and TRIBUNALS SERVICES —HOHO200

Dear MISS LYNNE CHAPMAN,

We have noted as of this day the 5 December 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 31 October 2023, 7 November  
2023 14 November 2023 , 21 November 2023 and 28 November 2023 respectively. We therefore note that there is a formal  
agreement to the following:

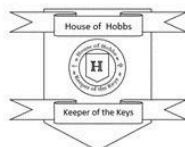
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**Security and Surety by way of: Lien HOH—LYNNE CHAPMAN BAILIFF HM  
COURTS and TRIBUNALS SERVICES —HOHO200  
Affidavit of Truth and Statement of Fact**

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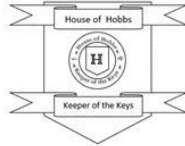
1. I, Baroness Yvonne of the House of Hobbs (being the undersigned), do solemnly swear, declare, and depose:
2. That I am competent to state the matters herein and that I do take oath and swear that the matters herein are accurate, correct, honest, and true as contained within this Affidavit of Truth 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.





8. That a security by way of a lien, which is a non-judicial and pre judicial, and:
- a. That no judge, court, government, or any agencies thereof, or any third parties whatsoever, can abrogate the Affidavit of Truth and Statement of Fact of another, 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 5 December 2023 that this is a formal agreement between MRS YVONNE HOBBS and MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES whereby MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 NUNEATON HM COURTS and TRIBUNALS SERVICES.
11. It is now on and for the record and in perpetuity that MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 of exemption under 1989 UK Law of Property (Miscellaneous Provisions) Act c.34, s.2—Contracts for sale etc. of land to be made by signed writing and that you had these exemptions as presentable, material fact before you brought your charges or made your claims.
13. It is now on and for the record and in perpetuity that MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 section 1-action taken for the benefit of a proscribed organisation.
15. It is now on and for the record and in perpetuity that MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 sections 2-Failing to disclose information ; And 4-Abuse of position
16. It is now on and for the record and in perpetuity that MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES has never, at any time provided valid, presentable material evidence to support the claim of an accounting ledger showing detail of a Contract/Agreement/Obligation of mutual consideration, all wet-ink signed to include an Outstanding balance, balance due, Bills raised, outstanding, missed payments made, owed on your account, arrears—for the principal legal embodiment of Mrs Yvonne Hobbs to peruse and rebut.
18. It is now on and for the record and in perpetuity that MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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
19. It is now on and for the record and in perpetuity that MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES has never, at any time provided valid, presentable material evidence to support the claim contra the statement made by Chandran Kukathas in positing that HM Government plc is an entity, a Corporation/State.
20. It is now on and for the record and in perpetuity that MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES has never, at any time provided valid, presentable material evidence to support the claim the HM Courts & Tribunal Services Corporation/State is not a sub-office of HM Government plc..
21. It is now on and for the record and in perpetuity that MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES has never, at any time provided valid,





presentable material evidence to support the detriment of MRS YVONNE HOBBS.

claim of right to act in contempt of court to bias to

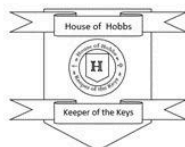
22. It is now on and for the record and in perpetuity that MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES has never, at any time provided valid, presentable material evidence to support the claim there is authority for MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES to wilfully and premeditatedly Act to cause alarm and distress which is a formally recognised act of terrorism which is also a recognised criminal offence upon MRS YVONNE HOBBS without the presentment of the wet ink signed consent of the 64.1 upon this land and including the wet ink signature of MRS YVONNE HOBBS 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 MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES has chosen to enter into a lasting and binding tacit agreement through acquiescence by not negating the facts presented in Exhibit (A), and MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES has agreed to the criminal offences documented on and for the record in this correspondence, thus establishing a formal agreement between the parties MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES and MRS YVONNE HOBBS 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 MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 MRS YVONNE HOBBS who is the victim of these agreed criminal offences of MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES, then MRS YVONNE HOBBS 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. MRS YVONNE HOBBS 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 MRS YVONNE HOBBS 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 MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES to regain honour without any cause for distress to MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES. (see Exhibit (B)).
27. It is important to note here on and for the record that MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES extended to the future generations of MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 MISS LYNNE CHAPMAN (CLAIMANT).
28. MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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, MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES has agreed to stand as surety and security by way of a lien to MRS YVONNE HOBBS 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 MISS LYNNE CHAPMAN (CLAIMANT) 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. Where this is an



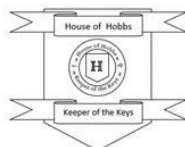


agreed chargeable criminal offence we will elect to formally charge MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES Five Million Pounds GBP

elect to formally charge MISS BAILIFF for NUNEATON HM Five Million Pounds GBP

- £5,000,000.00
2. For the formally agreed criminal offence of Malfeasance in the office of NUNEATON HM COURTS and TRIBUNALS SERVICES, where MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES Five Million Pounds GBP
- £5,000,000.00
3. For the formally agreed criminal offence of fraud by misrepresentation where the claim being made by MISS LYNNE CHAPMAN (CLAIMANT) that of exemption under UK Public General Acts—from the UK 1882 Bills of Exchange Act Section 23--Signature essential to liability ; And of exemption under 1989 UK Law of Property (Miscellaneous Provisions) Act c.34, s.2—Contracts for sale etc. of land to be made by signed writing and that you had these exemptions 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 MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES Five Million Pounds GBP
- £5,000,000.00
4. For the formally agreed criminal offence of Malfeasance in the office of NUNEATON HM COURTS and TRIBUNALS SERVICES, where MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES Five Million Pounds GBP
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5. For the formally agreed criminal offence of fraud by misrepresentation where the claim being made by MISS LYNNE CHAPMAN (CLAIMANT) 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 MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES Five Million Pounds GBP
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7. For the formally agreed criminal offence of fraud by misrepresentation where the claim being made by MISS LYNNE CHAPMAN (CLAIMANT) that of exemption under UK Public General Acts—from the UK 2000 Terrorism Act, including section 1-action taken for the benefit of a proscribed 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 MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES Five Million Pounds GBP
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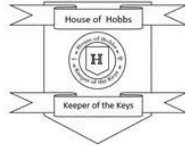


office. Where this is an agreed chargeable criminal offence we will elect to formally charge MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES Five Million Pounds GBP

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15. MISS LYNNE CHAPMAN (CLAIMANT) 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 MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES Five Million Pounds GBP
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16. For the formally agreed criminal offence of Malfeasance in the office of NUNEATON HM COURTS and TRIBUNALS SERVICES, where MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES Five Million Pounds GBP
- £5,000,000.00
17. For the formally agreed criminal offence of fraud by misrepresentation where the claim being made by MISS LYNNE CHAPMAN (CLAIMANT) contra the statement made by Chandran Kukathas in positing 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 MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES Five Million Pounds GBP
- £5,000,000.00
18. For the formally agreed criminal offence of Malfeasance in the office of NUNEATON HM COURTS and TRIBUNALS SERVICES, where MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 MISS LYNNE CHAPMAN (CLAIMANT) that the claim the HM Courts & Tribunal Services Corporation/State is not a sub-office of HM Government plc. is fraudulent in nature which is also wilful and pre-





meditated fraud by misrepresentation. criminal offence we will elect to formally the position of BAILIFF for NUNEATON VICES Five Million Pounds GBP

Where this is an agreed chargeable charge MISS LYNNE CHAPMAN in HM COURTS and TRIBUNALS SER-

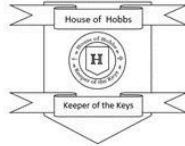
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- 21. For the formally agreed criminal offence of fraud by misrepresentation where the claim being made by MISS LYNNE CHAPMAN (CLAIMANT) that of right to act in contempt of court to bias to the detriment of MRS YVONNE HOBBS is fraudulent in nature which is also wilful and premeditated fraud by misrepresentation. Where this is an agreed chargeable criminal offence we will elect to formally charge MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES Five Million Pounds GBP £5,000,000.00
- 22. For the formally agreed criminal offence of Malfeasance in the office of NUNEATON HM COURTS and TRIBUNALS SERVICES, where MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES Five Million Pounds GBP £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 MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES A Hundred and Ten Million Pounds GBP £110,000,000.00
- 24. For the formally agreed criminal offence of Malfeasance in the office of NUNEATON HM COURTS and TRIBUNALS SERVICES, where MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES, MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 NUNEATON HM COURTS and TRIBUNALS SERVICES which is detrimental to the function and the interests of NUNEATON HM COURTS and TRIBUNALS SERVICES and that MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES has acted in an ultra vires capacity in the position as BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES and without the legal authority to do so, thus it can be concluded that MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES could be held culpable for their actions as not in the best interests of NUNEATON HM COURTS and TRIBUNALS SERVICES
- 32. Let it be known on and for the record that MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 con-  
ial, physical, or tangible substance or evidence
- 34. Let it be known on and for the record that since  
BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 MISS  
LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES stands in  
honour, and their dignity is restored by their own hand in the community regarding this matter.

fidence, faith, and belief are nothing of any mater-  
in fact.

MISS LYNNE CHAPMAN in the position of  
MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 MRS YVONNE HOBBS.  
For and on behalf of the Attorney General of the House of Hobbs.  
For and on behalf of Baroness Yvonne of the House of Hobbs  
All rights reserved.



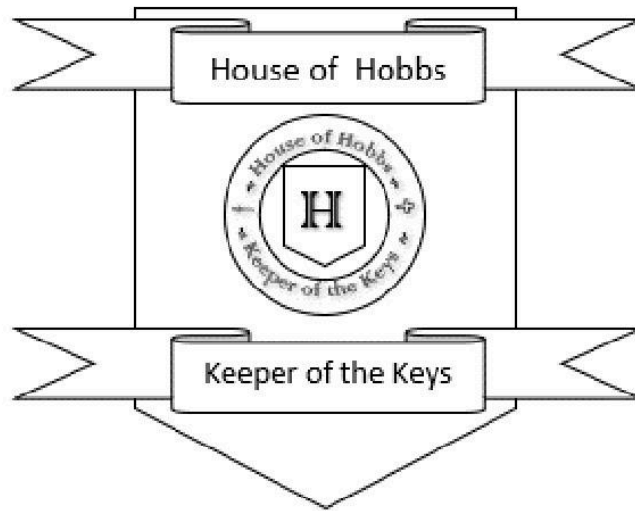


Exhibit (A)

Material evidence of claim by MISS LYNNE CHAPMAN (CLAIMANT) in the  
position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS  
SERVICES.

and

Also Respondents correspondence By MRS YVONNE HOBBS



Title:  Year:  Number:  Type: All UK Legislation (excluding originating from the EU) Search  
 Advanced Search (including Welsh legislation in Welsh language) >

## Bills of Exchange Act 1882

UK Public General Acts > 1882 c. 61 (Regnal. 45\_and\_46\_Vict) > Whole Act

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### What Version

- Latest available (Revised)
- Original (As enacted)

### Advanced Features

Show Geographical Extent  
 (e.g. England, Wales, Scotland and Northern Ireland)

### Show Timeline of Changes

### Opening Options

- Open whole Act
- Open Act without Schedules
- Open Schedules only

### More Resources

- Original: King's Printer Version

[View more >](#)

Previous Next Plain View Print Options

### Changes over time for: Bills of Exchange Act 1882



Changes to legislation: There are currently no known outstanding effects for the Bills of Exchange Act 1882.

#### Changes to Legislation

Revised legislation carried on this site may not be fully up to date. At the current time any known changes or effects made by subsequent legislation have been applied to the text of the legislation you are viewing by the editorial team. Please see 'Frequently Asked Questions' for details regarding the timescales for which new effects are identified and recorded on this site.



## Bills of Exchange Act 1882

1882 CHAPTER 61 45 and 46 Vict

An Act to codify the law relating to Bills of Exchange, Cheques, and Promissory Notes.

[18th August 1882]

#### Modifications etc. (not altering text)

C1 Act amended by Consumer Credit Act 1974 (c. 39, SIF 60), s. 125(2)

#### Commencement Information

I1 Act wholly in force at Royal Assent

### PART I

#### PRELIMINARY

#### 1 Short title.

This Act may be cited as the Bills of Exchange Act 1882.

#### 2 Interpretation of terms.

In this Act, unless the context otherwise requires,—

"Acceptance" means an acceptance completed by delivery or notification.

"Action" includes counter claim and set off.

"Banker" includes a body of persons whether incorporated or not who carry on the business of banking.

"Bankrupt" includes any person whose estate is vested in a trustee or assignee under the law for the time being in force relating to bankruptcy.

"Bearer" means the person in possession of a bill or note which is payable to bearer.

"Bill" means bill of exchange, and "note" means promissory note.

"Delivery" means transfer of possession, actual or constructive, from one person to another.

"Holder" means the payee or indorsee of a bill or note who is in possession of it, or the bearer thereof.

"Indorsement" means an indorsement completed by delivery.

"Issue" means the first delivery of a bill or note, complete in form to a person who takes it as a holder.

"Person" includes a body of persons whether incorporated or not.

[<sup>F1</sup> "postal operator" has the meaning given by [<sup>F2</sup> section 27 of the Postal Services Act 2011]]

"Value" means valuable consideration.

"Written" includes printed, and "writing" includes print.

#### Textual Amendments

F1 S. 2. Definition of "postal operator" inserted (26.3.2001) by S.I. 2001/1149, art. 3(1), Sch. 1 para. 4(2)

F2 Words in s. 2 substituted (1.10.2011) by Postal Services Act 2011 (c. 5), s. 93(2)(3), Sch. 12 para. 73, S.I. 2011/2329, art. 3

#### Modifications etc. (not altering text)

C2 S. 2 extended by City of London (Various Powers) Act 1937 (c. xv), s. 28(1), Sch. 2, Local Government (Scotland) Act 1947 (c. 43, SIF 81.2), s. 290(3), S.I. 1957/2228 (1957 I, p. 801) and 1974/619

### PART II

#### BILLS OF EXCHANGE

##### Form and Interpretation

#### 3 Bill of exchange defined.

- (1) A bill of exchange is an unconditional order in writing, addressed by one person to another, signed by the person giving it, requiring the person to whom it is addressed to pay on demand or at a fixed or determinable future time a sum certain in money to or to the order of a specified person, or to bearer.
- (2) An instrument which does not comply with these conditions, or which orders any act to be done in addition to the payment of money, is not a bill of exchange.
- (3) An order to pay out a particular fund is not unconditional within the meaning of this section; but an unqualified order to pay, coupled with (a) an indication of a particular fund out of which the drawee is to re-imburse himself or a particular account to be debited with the amount, or (b) a statement of the transaction which gives rise to the bill, is unconditional.
- (4) A bill is not invalid by reason—
  - (a) That it is not dated;
  - (b) That it does not specify the value given, or that any value has been given therefor;
  - (c) That it does not specify the place where it is drawn or the place where it is payable.

**Modifications etc. (not altering text)**

C3 S.3 amended by [Decimal Currency Act 1969 \(c. 19\)](#), s. 2

**4 Inland and foreign bills.**

- (1) An inland bill is a bill which is or on the face of it purports to be (a) both drawn and payable within the British Islands, or (b) drawn within the British Islands upon some person resident therein. Any other bill is a foreign bill.  
For the purposes of this Act "British Islands" mean any part of the United Kingdom of Great Britain and Ireland, the islands of Man, Guernsey, Jersey, Alderney, and Sark, and the islands adjacent to any of them being part of the dominions of Her Majesty.
- (2) Unless the contrary appear on the face of the bill the holder may treat it as an inland bill.

**5 Effect where different parties to bill are the same person.**

- (1) A bill may be drawn payable to, or to the order of, the drawer; or it may be drawn payable to, or to the order of, the drawee.
- (2) Where in a bill drawer and drawee are the same person, or where the drawee is a fictitious person or a person not having capacity to contract, the holder may treat the instrument, at his option, either as a bill of exchange or as a promissory note.

**6 Address to drawee.**

- (1) The drawee must be named or otherwise indicated in a bill with reasonable certainty.
- (2) A bill may be addressed to two or more drawees whether they are partners or not, but an order addressed to two drawees in the alternative or to two or more drawees in succession is not a bill of exchange.

**7 Certainty required as to payee.**

- (1) Where a bill is not payable to bearer, the payee must be named or otherwise indicated therein with reasonable certainty.
- (2) A bill may be made payable to two or more payees jointly, or it may be made payable in the alternative to one of two, or one of some of several payees. A bill may also be made payable to the holder of an office for the time being.
- (3) Where the payee is a fictitious or non-existing person the bill may be treated as payable to bearer.

**8 What bills are negotiable.**

- (1) When a bill contains words prohibiting transfer, or indicating an intention that it should not be transferable, it is valid as between the parties thereto, but is not negotiable.
- (2) A negotiable bill may be payable either to order or to bearer.
- (3) A bill is payable to bearer which is expressed to be so payable, or on which the only or last indorsement is an indorsement in blank.
- (4) A bill is payable to order which is expressed to be so payable, or which is expressed to be payable to a particular person, and does not contain words prohibiting transfer or indicating an intention that it should not be transferable.
- (5)

Where a bill, either originally or by indorsement, is expressed to be payable to the order of a specified person, and not to him or his order, it is nevertheless payable to him or his order at his option.

**9 Sum payable.**

- (1) The sum payable by a bill is a sum certain within the meaning of this Act, although it was required to be paid—
  - (a) With interest.
  - (b) By stated instalments.
  - (c) By stated instalments, with a provision that upon default in payment of any instalment the whole shall become due.
  - (d) According to an indicated rate of exchange or according to a rate of exchange to be ascertained as directed by the bill.
- (2) Where the sum payable is expressed in words and also in figures, and there is a discrepancy between the two, the sum denoted by the words is the amount payable.
- (3) Where a bill is expressed to be payable with interest, unless the instrument otherwise provides, interest runs from the date of the bill, and if the bill is undated from the issue thereof.

**10 Bill payable on demand.**

- (1) A bill is payable on demand—
  - (a) Which is expressed to be payable on demand, or at sight, or on presentation; or
  - (b) In which no time for payment is expressed.
- (2) Where a bill is accepted or indorsed when it is overdue, it shall, as regards the acceptor who so accepts, or any indorser who so indorses it, be deemed a bill payable on demand.

**11 Bill payable at a future time.**

- A bill is payable at a determinable future time within the meaning of this Act which is expressed to be payable—
- (1) At a fixed period after date or sight.
  - (2) On or at a fixed period after the occurrence of a specified event which is certain to happen, though the time of happening may be uncertain.
- An instrument expressed to be payable on a contingency is not a bill, and the happening of the event does not cure the defect.

**12 Omission of date in bill payable after date.**

Where a bill expressed to be payable at a fixed period after date is issued undated, or where the acceptance of a bill payable at a fixed period after sight is undated, any holder may insert therein the true date of issue or acceptance, and the bill shall be payable accordingly.

Provided that (1) where the holder in good faith and by mistake inserts a wrong date, and (2) in every case where a wrong date is inserted, if the bill subsequently comes into the hands of a holder in due course the bill shall not be avoided thereby, but shall operate and be payable as if the date so inserted had been the true date.

**13 Ante-dating and post-dating.**

- (1) Where a bill or an acceptance or any indorsement on a bill is dated, the date shall, unless the contrary be proved, be deemed to be the true date of the drawing, acceptance, or indorsement, as the case may be.
- (2) A bill is not invalid by reason only that it is ante-dated or post-dated, or that it bears date on a Sunday

**14 Computation of time of payment.**

Where a bill is not payable on demand the day on which it falls due is determined as follows: <sup>F3</sup>

- (1) The bill is due and payable in all cases on the last day of the time of payment as fixed by the bill or, if that is a non-business day, on the succeeding business day;
- (2) Where a bill is payable at a fixed period after date, after sight, or after the happening of a specified event, the time of payment is determined by excluding the day from which the time is to begin to run and by including the day of payment.
- (3) Where a bill is payable at a fixed period after sight, the time begins to run from the date of the acceptance if the bill is accepted, and from the date of noting or protest if the bill is noted or protested for non-acceptance, or for non-delivery.

- (4) The term "month" in a bill means a calendar month.

**Textual Amendments**

**F3** S. 14(1) substituted except in relation to bills drawn and notes made before 16.1.1972 by *Banking and Financial Dealings Act 1971* (c. 80), s. 3(2)(3)

**15 Case of need.**

The drawer of a bill and any indorser may insert therein the name of a person to whom the holder may resort in case of need, that is to say, in case the bill is dishonoured by non-acceptance or non-payment. Such person is called the *referee* in case of need. It is in the option of the holder to resort to the referee in case of need or not as he may think fit.

**16 Optional stipulations by drawer or indorser.**

The drawer of a bill, and any indorser, may insert therein an express stipulation—

- (1) Negating or limiting his own liability to the holder.
- (2) Waiving as regards himself some or all of the holder's duties.

**17 Definition and requisites of acceptance.**

(1) The acceptance of a bill is the signification by the drawee of his assent to the order of the drawer.

(2) An acceptance is invalid unless it complies with the following conditions, namely:

- (a) It must be written on the bill and be signed by the drawee. The mere signature of the drawee without additional words is sufficient.
- (b) It must not express that the drawee will perform his promise by any other means than the payment of money.

**18 Time for acceptance.**

A bill may be accepted—

- (1) Before it has been signed by the drawer, or while otherwise incomplete;
- (2) When it is overdue, or after it has been dishonoured by a previous refusal to accept, or by non-payment;
- (3) When a bill payable after sight is dishonoured by non-acceptance, and the drawee subsequently accepts it, the holder, in the absence of any different agreement, is entitled to have the bill accepted as of the date of first presentment to the drawer for acceptance.

**19 General and qualified acceptances.**

(1) An acceptance is either (a) general or (b) qualified.

(2) A general acceptance assents without qualification to the order of the drawer. A qualified acceptance in expressed terms varies the effect of the bill as drawn.

In particular an acceptance is qualified which is—

- (a) conditional, that is to say, which makes payment by the acceptor dependent on the fulfilment of a condition therein stated;
- (b) partial, that is to say, an acceptance to pay part only of the amount for which the bill is drawn;
- (c) local, that is to say, an acceptance to pay only at a particular specified place:

An acceptance to pay at a particular place is a general acceptance, unless it expressly states that the bill is to be paid there only and not elsewhere:

- (d) qualified as to time;
- (e) the acceptance of some one or more of the drawees, but not of all.

**20 Inchoate instruments.**

(1) Where a simple signature on a blank . . . **F4** paper is delivered by the signer in order that it may be converted into a bill, it operates as a prima facie authority to fill it up as a complete bill for any amount . . . **F4**, using the signature for that of the

drawer, or the acceptor, or an indorser; and, in like manner, when a bill is wanting in any material particular, the person in possession of it has a prima facie authority to fill up the omission in any way he thinks fit.

(2) In order that any such instrument when completed may be enforceable against any person who became a party thereto prior to its completion, it must be filled up within a reasonable time, and strictly in accordance with the authority given. Reasonable time for this purpose is a question of fact.

Provided that if any such instrument after completion is negotiated to a holder in due course it shall be valid and effectual for all purposes in his hands, and he may enforce it as if it had been filled up within a reasonable time and strictly in accordance with the authority given.

**Textual Amendments**

**F4** Words repealed by *Finance Act 1970* (c. 24), Sch. 8 Pt. V and *Finance Act (Northern Ireland) 1970* (c. 21), Sch. 3 Pt. III.

**21 Delivery.**

(1) Every contract on a bill, whether it be the drawer's, the acceptor's, or an indorser's, is incomplete and revocable, until delivery of the instrument in order to give effect thereto.

Provided that where an acceptance is written on a bill, and the drawee gives notice to or according to the directions of the person entitled to the bill that he has accepted it, the acceptance then becomes complete and irrevocable.

(2) As between immediate parties, and as regards a remote party other than a holder in due course, the delivery—

- (a) in order to be effectual must be made either by or under the authority of the party drawing, accepting, or indorsing, as the case may be;
- (b) may be shown to have been conditional or for a special purpose only, and not for the purpose of transferring the property in the bill.

But if the bill be in the hands of a holder in due course a valid delivery of the bill by all parties prior to him so as to make them liable to him is conclusively presumed.

(3) Where a bill is no longer in the possession of a party who has signed it as drawer, acceptor, or indorser, a valid and unconditional delivery by him is presumed until the contrary is proved.

*Capacity and Authority of Parties*

**22 Capacity of parties.**

(1) Capacity to incur liability as a party to a bill is coextensive with capacity to contract.

Provided that nothing in this section shall enable a corporation to make itself liable as drawer, acceptor, or indorser of a bill unless it is competent to it so to do under the law for the time being in force relating to corporations.

(2) Where a bill is drawn or indorsed by an infant, minor, or corporation having no capacity or power to incur liability on a bill, the drawing or indorsement entitles the holder to receive payment of the bill, and to enforce it against any other party thereto.

**23 Signature essential to liability.**

No person is liable as drawer, indorser, or acceptor of a bill who has not signed it as such: Provided that

- (1) Where a person signs a bill in a trade or assumed name, he is liable thereon as if he had signed it in his own name;
- (2) The signature of the name of a firm is equivalent to the signature by the person so signing of the names of all persons liable as partners in that firm.

**24 Forged or unauthorised signature.**

Subject to the provisions of this Act, where a signature on a bill is forged or placed thereon without the authority of the person whose signature it purports to be, the forged or unauthorised signature is wholly inoperative, and no right to retain the bill or to give a discharge therefor or to enforce payment thereof against any party thereto can be acquired through or under that signature, unless the party against whom it is sought to retain or enforce payment of the bill is precluded from setting up the forgery or want of authority.

Provided that nothing in this section shall affect the ratification of an unauthorised signature not amounting to a forgery.

**25 Procuration signatures.**

A signature by procuration operates as notice that the agent has but a limited authority to sign, and the principal is only bound by such signature if the agent in so signing was acting within the actual limits of his authority.

**26 Person signing as agent or in representative capacity.**

- (1) Where a person signs a bill as drawer, indorser, or acceptor, and adds words to his signature, indicating that he signs for or on behalf of a principal, or in a representative character, he is not personally liable thereon; but the mere addition to his signature of words describing him as an agent, or as filling a representative character, does not exempt him from personal liability.
- (2) In determining whether a signature on a bill is that of the principal or that of the agent by whose hand it is written, the construction most favourable to the validity of the instrument shall be adopted.

*The Consideration for a Bill*

**27 Value and holder for value.**

- (1) Valuable consideration for a bill may be constituted by,—
  - (a) Any consideration sufficient to support a simple contract;
  - (b) An antecedent debt or liability. Such a debt or liability is deemed valuable consideration whether the bill is payable on demand or at a future time.
- (2) Where value has at any time been given for a bill the holder is deemed to be a holder for value as regards the acceptor and all parties to the bill who became parties prior to such time.
- (3) Where the holder of a bill has a lien on it arising either from contract or by implication of law, he is deemed to be a holder for value to the extent of the sum for which he has a lien.

**28 Accommodation bill or party.**

- (1) An accommodation party to a bill is a person who has signed a bill as drawer, acceptor, or indorser, without receiving value therefor, and for the purpose of lending his name to some other person.
- (2) An accommodation party is liable on the bill to a holder for value; and it is immaterial whether, when such holder took the bill, he knew such party to be an accommodation party or not.

**29 Holder in due course.**

- (1) A holder in due course is a holder who has taken a bill, complete and regular on the face of it, under the following conditions; namely,
  - (a) That he became the holder of it before it was overdue, and without notice that it had been previously dishonoured, if such was the fact;
  - (b) That he took the bill in good faith and for value, and that at the time the bill was negotiated to him he had no notice of any defect in the title of the person who negotiated it.
- (2) In particular the title of a person who negotiates a bill is defective within the meaning of this Act when he obtained the bill, or the acceptance thereof, by fraud, duress, or force and fear, or other unlawful means, or an illegal consideration, or when he negotiates it in breach of faith, or under such circumstances as amount to a fraud.
- (3) A holder (whether for value or not), who derives his title to a bill through a holder in due course, and who is not himself a party to any fraud or illegality affecting it, has all the rights of that holder in due course as regards the acceptor and all parties to the bill prior to that holder.

**Modifications etc. (not altering text)**

- C4 S. 29 excluded by *Consumer Credit Act 1974* (c. 39, SIF 60), s. 125(1)
- C5 S. 29(2) amended by *Consumer Credit Act 1974* (c. 39, SIF 60), s. 125(2)

**30 Presumption of value and good faith.**

- (1) Every party whose signature appears on a bill is prima facie deemed to have become a party thereto for value.
- (2)

Every holder of a bill is prima facie deemed to be a holder in due course; but if in an action on a bill it is admitted or proved that the acceptance, issue, or subsequent negotiation of the bill is affected with fraud, duress, or force and fear, or illegality, the burden of proof is shifted, unless and until the holder proves that, subsequent to the alleged fraud or illegality, value has in good faith been given for the bill.

*Negotiation of Bills*

**31 Negotiation of bill.**

- (1) A bill is negotiated when it is transferred from one person to another in such a manner as to constitute the transferee the holder of the bill.
- (2) A bill payable to bearer is negotiated by delivery.
- (3) A bill payable to order is negotiated by the indorsement of the holder completed by delivery.
- (4) Where the holder of a bill payable to his order transfers it for value without indorsing it, the transfer gives the transferee such title as the transferor had in the bill, and the transferee in addition acquires the right to have the indorsement of the transferor.
- (5) Where any person is under obligation to indorse a bill in a representative capacity, he may indorse the bill in such terms as to negative personal liability.

**32 Requisites of a valid indorsement.**

An indorsement in order to operate as a negotiation must comply with the following conditions, namely,—

- (1) It must be written on the bill itself and be signed by the indorser. The simple signature of the indorser on the bill, without additional words, is sufficient.

An indorsement written on an allonge, or on a "copy" of a bill issued or negotiated in a country where "copies" are recognised, is deemed to be written on the bill itself.
- (2) It must be an indorsement of the entire bill. A partial indorsement, that is to say, an indorsement which purports to transfer to the indorsee a part only of the amount payable, or which purports to transfer the bill to two or more indorsees severally, does not operate as a negotiation of the bill.
- (3) Where a bill is payable to the order of two or more payees or indorsees who are not partners all must indorse, unless the one indorsing has authority to indorse for the others.
- (4) Where, in a bill payable to order, the payee or indorsee is wrongly designated, or his name is mis-spelt, he may indorse the bill as therein described, adding, if he thinks fit, his proper signature.
- (5) Where there are two or more indorsements on a bill, each indorsement is deemed to have been made in the order in which it appears on the bill, until the contrary is proved.
- (6) An indorsement may be made in blank or special. It may also contain terms making it restrictive.

**33 Conditional indorsement.**

Where a bill purports to be indorsed conditionally the condition may be disregarded by the payer, and payment to the indorsee is valid whether the condition has been fulfilled or not.

**34 Indorsement in blank and special indorsement.**

- (1) An indorsement in blank specifies no indorsee, and a bill so indorsed becomes payable to bearer.
- (2) A special indorsement specifies the person to whom, or to whose order, the bill is to be payable.
- (3) The provisions of this Act relating to a payee apply with the necessary modifications to an indorsee under a special indorsement.
- (4) When a bill has been indorsed in blank, any holder may convert the blank indorsement into a special indorsement by writing above the indorser's signature a direction to pay the bill to or to the order of himself or some other person.

**35 Restrictive indorsement.**

- (1) An indorsement is restrictive which prohibits the further negotiation of the bill or which expresses that it is a mere authority to deal with the bill as thereby directed and not a transfer of the ownership thereof, as, for example, if a bill be indorsed "Pay D. only," or "Pay D. for the account of X.," or "Pay D. or order for collection."
- (2)

A restrictive indorsement gives the indorsee the right to receive payment of the bill and to sue any party thereto that his indorser could have sued, but gives him no power to transfer his rights as indorsee unless it expressly authorise him to do so.

(3) Where a restrictive indorsement authorises further transfer, all subsequent indorsees take the bill with the same rights and subject to the same liabilities as the first indorsee under the restrictive indorsement.

**36 Negotiation of overdue or dishonoured bill.**

- (1) Where a bill is negotiable in its origin it continues to be negotiable until it has been (a) restrictively indorsed or (b) discharged by payment or otherwise.
- (2) Where an overdue bill is negotiated, it can only be negotiated subject to any defect of title affecting it at its maturity, and thenceforward no person who takes it can acquire or give a better title than that which the person from whom he took it had.
- (3) A bill payable on demand is deemed to be overdue within the meaning and for the purposes of this section, when it appears on the face of it to have been in circulation for an unreasonable length of time. What is an unreasonable length of time for this purpose is a question of fact.
- (4) Except where an indorsement bears date after the maturity of the bill, every negotiation is prima facie deemed to have been effected before the bill was overdue.
- (5) Where a bill which is not overdue has been dishonoured any person who takes it with notice of the dishonour takes it subject to any defect of title attaching thereto at the time of dishonour, but nothing in this sub-section shall affect the rights of a holder in due course.

**37 Negotiation of bill to party already liable thereon.**

Where a bill is negotiated back to the drawer, or to a prior indorser or to the acceptor, such party may, subject to the provisions of this Act, re-issue and further negotiate the bill, but he is not entitled to enforce payment of the bill against any intervening party to whom he was previously liable.

**38 Rights of the holder.**

The rights and powers of the holder of a bill are as follows:

- (1) He may sue on the bill in his own name:
- (2) Where he is a holder in due course, he holds the bill free from any defect of title of prior parties, as well as from mere personal defences available to prior parties among themselves, and may enforce payment against all parties liable on the bill:
- (3) Where his title is defective (a) if he negotiates the bill to a holder in due course, that holder obtains a good and complete title to the bill, and (b) if he obtains payment of the bill the person who pays him in due course gets a valid discharge for the bill.

*General Duties of the Holder*

**39 When presentment for acceptance is necessary.**

- (1) Where a bill is payable after sight, presentment for acceptance is necessary in order to fix the maturity of the instrument.
- (2) Where a bill expressly stipulates that it shall be presented for acceptance, or where a bill is drawn payable elsewhere than at the residence or place of business of the drawee, it must be presented for acceptance before it can be presented for payment.
- (3) In no other case is presentment for acceptance necessary in order to render liable any party to the bill.
- (4) Where the holder of a bill, drawn payable elsewhere than at the place of business or residence of the drawee, has not time, with the exercise of reasonable diligence, to present the bill for acceptance before presenting it for payment on the day that it falls due, the delay caused by presenting the bill for acceptance before presenting it for payment is excused, and does not discharge the drawer and indorsers.

**40 Time for presenting bill payable after sight.**

- (1) Subject to the provisions of this Act, when a bill payable after sight is negotiated, the holder must either present it for acceptance or negotiate it within a reasonable time.
- (2) If he do not do so, the drawer and all indorsers prior to that holder are discharged.
- (3) In determining what is a reasonable time within the meaning of this section, regard shall be had to the nature of the bill, the usage of trade with respect to similar bills, and the facts of the particular case.

**41 Rules as to presentment for acceptance, and excuses for non-presentment.**

- (1) A bill is duly presented for acceptance which is presented in accordance with the following rules:
  - (a) The presentment must be made by or on behalf of the holder to the drawee or to some person authorised to accept or refuse acceptance on his behalf at a reasonable hour on a business day and before the bill is overdue:
  - (b) Where a bill is addressed to two or more drawees, who are not partners, presentment must be made to them all, unless one has authority to accept for all, then presentment may be made to him only:
  - (c) Where the drawee is dead presentment may be made to his personal representative:
  - (d) Where the drawee is bankrupt, presentment may be made to him or to his trustee:
  - (e) Where authorised by agreement or usage, a presentment through [F5 a postal operator] is sufficient.
- (2) Presentment in accordance with these rules is excused, and a bill may be treated as dishonoured by non-acceptance—
  - (a) Where the drawee is dead or bankrupt, or is a fictitious person or a person not having capacity to contract by bill:
  - (b) Where, after the exercise of reasonable diligence, such presentment cannot be effected.
  - (c) Where, although the presentment has been irregular, acceptance has been refused on some other ground.
- (3) The fact that the holder has reason to believe that the bill, on presentment, will be dishonoured does not excuse presentment.

**Textual Amendments**

F5 Words in s. 41(1)(e) substituted (26.3.2001) by S.I. 2001/1149, art. 3(1), Sch. 1 para. 4(3)

**42 Non-acceptance.**

When a bill is duly presented for acceptance and is not accepted within the customary time, the person presenting it must treat it as dishonoured by non-acceptance. If he do not, the holder shall lose his right of recourse against the drawer and indorsers.

**43 Dishonour by non-acceptance and its consequences.**

- (1) A bill is dishonoured by non-acceptance—
  - (a) when it is duly presented for acceptance, and such an acceptance as is prescribed by this Act is refused or cannot be obtained; or
  - (b) when presentment for acceptance is excused and the bill is not accepted.
- (2) Subject to the provisions of this Act when a bill is dishonoured by non-acceptance, an immediate right of recourse against the drawer and indorsers accrues to the holder, and no presentment for payment is necessary.

**44 Duties as to qualified acceptances.**

- (1) The holder of a bill may refuse to take a qualified acceptance, and if he does not obtain an unqualified acceptance may treat the bill as dishonoured by non-acceptance.
- (2) Where a qualified acceptance is taken, and the drawer or an indorser has not expressly or impliedly authorised the holder to take a qualified acceptance, or does not subsequently assent thereto, such drawer or indorser is discharged from his liability on the bill.

The provisions of this sub-section do not apply to a partial acceptance, whereof due notice has been given. Where a foreign bill has been accepted as to part, it must be protested as to the balance.
- (3) When the drawer or indorser of a bill receives notice of a qualified acceptance, and does not within a reasonable time express his dissent to the holder he shall be deemed to have assented thereto.

**45 Rules as to presentment for payment.**

Subject to the provisions of this Act a bill must be duly presented for payment. If it be not so presented the drawer and indorsers shall be discharged.

A bill is duly presented for payment which is presented in accordance with the following rules—

- (1) Where the bill is not payable on demand, presentment must be made on the day it falls due.
- (2) Where the bill is payable on demand, then, subject to the provisions of this Act, presentment must be made within a reasonable time after its issue in order to render the drawer liable, and within a reasonable time after its indorsement, in order to render the indorser liable.

In determining what is a reasonable time, regard shall be had to the nature of the bill, the usage of trade with regard to similar bills, and the facts of the particular case.

- (3) Presentment must be made by the holder or by some person authorised to receive payment on his behalf at a reasonable hour on a business day, at the proper place as herein-after defined, either to the person designated by the bill as payer, or to some person authorised to pay or refuse payment on his behalf if with the exercise of reasonable diligence such person can there be found.
- (4) A bill is presented at the proper place:—
  - (a) Where a place of payment is specified in the bill and the bill is there presented.
  - (b) Where no place of payment is specified, but the address of the drawee or acceptor is given in the bill, and the bill is there presented.
  - (c) Where no place of payment is specified and no address given, and the bill is presented at the drawee's or acceptor's place of business if known, and if not, at his ordinary residence if known.
  - (d) If any other case if presented to the drawee or acceptor wherever he can be found, or if presented at his last known place of business or residence.
- (5) Where a bill is presented at the proper place, and after the exercise of reasonable diligence no person authorised to pay or refuse payment can be found there, no further presentment to the drawee or acceptor is required.
- (6) Where a bill is drawn upon, or accepted by two or more persons who are not partners, and no place of payment is specified, presentment must be made to them all.
- (7) Where the drawee or acceptor of a bill is dead, and no place of payment is specified, presentment must be made to a personal representative, if such there be, and with the exercise of reasonable diligence he can be found.
- (8) Where authorised by agreement or usage a presentment through [F6 a postal operator] is sufficient.

**Textual Amendments**

F6 Words in s. 45(8) substituted (26.3.2001) by S.I. 2001/1149, art. 3(1), Sch. 1 para. 4(4)

**46 Excuses for delay or non-presentment for payment.**

- (1) Delay in making presentment for payment is excused when the delay is caused by circumstances beyond the control of the holder, and not imputable to his default, misconduct, or negligence. When the cause of delay ceases to operate presentment must be made with reasonable diligence.
- (2) Presentment for payment is dispensed with,—
  - (a) Where, after the exercise of reasonable diligence presentment, as required by this Act, cannot be effected.  
The fact that the holder has reason to believe that the bill will, on presentment, be dishonoured, does not dispense with the necessity for presentment.
  - (b) Where the drawee is a fictitious person.
  - (c) As regards the drawer where the drawee or acceptor is not bound as between himself and the drawer, to accept or pay the bill, and the drawer has no reason to believe that the bill would be paid if presented.
  - (d) As regards an indorser, where the bill was accepted or made for the accommodation of that indorser, and he has no reason to expect that the bill would be paid if presented.
  - (e) By waiver of presentment, express or implied.

**47 Dishonour by non-payment.**

- (1) A bill is dishonoured by non-payment (a) when it is duly presented for payment and payment is refused or cannot be obtained, or (b) when presentment is excused and the bill is overdue and unpaid.
- (2) Subject to the provisions of this Act, when a bill is dishonoured by non-payment, an immediate right of recourse against the drawer and indorsers accrues to the holder.

**48 Notice of dishonour and effect of non-notice.**

Subject to the provisions of this Act, when a bill has been dishonoured by non-acceptance or by non-payment, notice of dishonour must be given to the drawer and each indorser, and any drawer or indorser to whom such notice is not given is

discharged: Provided that—

- (1) Where a bill is dishonoured by non-acceptance, and notice of dishonour is not given, the rights of a holder in due course, subsequent to the omission, shall not be prejudiced by the omission.
- (2) Where a bill is dishonoured by non-acceptance, and due notice of dishonour is given, it shall not be necessary to give notice of a subsequent dishonour by non-payment unless the bill shall in the meantime have been accepted.

**49 Rules as to notice of dishonour.**

Notice of dishonour in order to be valid and effectual must be given in accordance with the following rules:—

- (1) The notice must be given by or on behalf of the holder, or by or on behalf of an indorser who, at the time of giving it, is himself liable on the bill.
- (2) Notice of dishonour may be given by an agent either in his own name, or in the name of any party entitled to give notice whether that party be his principal or not.
- (3) Where the notice is given by or on behalf of the holder, it enures for the benefit of all subsequent holders and all prior indorsers who have a right of recourse against the party to whom it is given.
- (4) Where notice is given by or on behalf of an indorser entitled to give notice as herein-before provided, it enures for the benefit of the holder and all indorsers subsequent to the party to whom notice is given.
- (5) The notice may be given in writing or by personal communication, and may be given in any terms which sufficiently identify the bill, and intimate that the bill has been dishonoured by non-acceptance or non-payment.
- (6) The return of a dishonoured bill to the drawer or an indorser is, in point of form, deemed a sufficient notice of dishonour.
- (7) A written notice need not be signed, and an insufficient written notice may be supplemented and validated by verbal communication. A misdescription of the bill shall not vitiate the notice unless the party to whom the notice is given is in fact misled thereby.
- (8) Where notice of dishonour is required to be given to any person, it may be given either to the party himself, or to his agent in that behalf.
- (9) Where the drawer or indorser is dead, and the party giving notice knows it, the notice must be given to a personal representative if such there be, and with the exercise of reasonable diligence he can be found.
- (10) Where the drawer or indorser is bankrupt, notice may be given either to the party himself or to the trustee.
- (11) Where there are two or more drawers or indorsers who are not partners, notice must be given to each of them, unless one of them has authority to receive such notice for the others.
- (12) The notice may be given as soon as the bill is dishonoured and must be given within a reasonable time thereafter.  
In the absence of special circumstances notice is not deemed to have been given within a reasonable time, unless—
  - (a) where the person giving and the person to receive notice reside in the same place, the notice is given or sent off in time to reach the latter on the day after the dishonour of the bill.
  - (b) where the person giving and the person to receive notice reside in different places, the notice is sent off on the day after the dishonour of the bill, if there be a post at a convenient hour on that day, and if there be no such post on that day then by the next post thereafter.
- (13) Where a bill when dishonoured is in the hands of an agent, he may either himself give notice to the parties liable on the bill, or he may give notice to his principal. If he give notice to his principal, he must do so within the same time as if he were the holder, and the principal upon receipt of such notice has himself the same time for giving notice as if the agent had been an independent holder.
- (14) Where a party to a bill receives due notice of dishonour, he has after the receipt of such notice the same period of time for giving notice to antecedent parties that the holder has after the dishonour.
- (15) Where a notice of dishonour is duly addressed and posted, the sender is deemed to have given due notice of dishonour, notwithstanding any miscarriage by the [F7 postal operator concerned].

**Textual Amendments**

F7 Words in s. 49(15) substituted (26.3.2001) by S.I. 2001/1149, art. 3(1), Sch. 1 para. 4(5)

**50 Excuses for non-notice and delay.**

- (1) Delay in giving notice of dishonour is excused where the delay is caused by circumstances beyond the control of the party giving notice, and not imputable to his default, misconduct, or negligence. When the cause of delay ceases to operate the notice must be given with reasonable diligence.
- (2) Notice of dishonour is dispensed with—
- When, after the exercise of reasonable diligence, notice as required by this Act cannot be given to or does not reach the drawer or indorser sought to be charged;
  - By waiver express or implied. Notice of dishonour may be waived before the time of giving notice has arrived, or after the omission to give due notice;
  - As regards the drawer in the following cases, namely, (1) where drawer and drawee are the same person, (2) where the drawee is a fictitious person or a person not having capacity to contract, (3) where the drawer is the person to whom the bill is presented for payment, (4) where the drawee or acceptor is as between himself and the drawer under no obligation to accept or pay the bill, (5) where the drawer has countermanded payment;
  - As regards the indorser in the following cases, namely, (1) where the drawee is a fictitious person or a person not having capacity to contract, and the indorser was aware of the fact at the time he indorsed the bill, (2) where the indorser is the person to whom the bill is presented for payment, (3) where the bill was accepted or made for his accommodation.

#### 51 Noting or protest of bill.

- (1) Where an inland bill has been dishonoured it may, if the holder think fit, be noted for non-acceptance or non-payment, as the case may be; but it shall not be necessary to note or protest any such bill in order to preserve the recourse against the drawer or indorser.
- (2) Where a foreign bill, appearing on the face of it to be such, has been dishonoured by non-acceptance it must be duly protested for non-acceptance, and where such a bill, which has not been previously dishonoured by non-acceptance, is dishonoured by non-payment it must be duly protested for non-payment. If it be not so protested the drawer and indorsers are discharged. Where a bill does not appear on the face of it to be a foreign bill, protest thereof in case of dishonour is unnecessary.
- (3) A bill which has been protested for non-acceptance may be subsequently protested for non-payment.
- (4) Subject to the provisions of this Act, when a bill is noted or protested, **[F8]** it may be noted on the day of its dishonour and must be noted not later than the next succeeding business day. When a bill has been duly noted, the protest may be subsequently extended as of the date of the noting.
- (5) Where the acceptor of a bill becomes bankrupt or insolvent or suspends payment before it matures, the holder may cause the bill to be protested for better security against the drawer and indorsers.
- (6) A bill must be protested at the place where it is dishonoured: Provided that—
- When a bill is presented through **[F9]** a postal operator, and returned by post dishonoured, it may be protested at the place to which it is returned and on the day of its return if received during business hours, and if not received during business hours, then not later than the next business day;
  - When a bill drawn payable at the place of business or residence of some person other than the drawee has been dishonoured by non-acceptance, it must be protested for non-payment at the place where it is expressed to be payable, and no further presentment for payment to, or demand on, the drawee is necessary.
- (7) A protest must contain a copy of the bill, and must be signed by the notary making it, and must specify—
- The person at whose request the bill is protested;
  - The place and date of protest, the cause or reason for protesting the bill, the demand made, and the answer given, if any, or the fact that the drawee or acceptor could not be found.
- [F10]** (7A) In subsection (7) "notary" includes a person who, for the purposes of the Legal Services Act 2007, is an authorised person in relation to any activity which constitutes a notarial activity (within the meaning of that Act).
- (8) Where a bill is lost or destroyed, or is wrongly detained from the person entitled to hold it, protest may be made on a copy or written particulars thereof.
- (9) Protest is dispensed with by any circumstance which would dispense with notice of dishonour. Delay in noting or protesting is excused when the delay is caused by circumstances beyond the control of the holder, and not imputable to his default, misconduct, or negligence. When the cause of delay ceases to operate the bill must be noted or protested with reasonable diligence.

#### Textual Amendments

- F8** Words substituted by Bills of Exchange (Time of Noting) Act 1917 (c. 48), s. 1.
- F9** Words in s. 51(6)(a) substituted (26.3.2001) by S.I. 2001/1149, art. 3(1), Sch. 1 para. 4(6)
- F10** S. 51(7A) inserted (1.1.2010) by Legal Services Act 2007 (c. 29), s. 211(2), Sch. 21 para. 9 (with ss. 29, 192, 193), S.I. 2009/3250, art. 2(h)

#### 52 Duties of holder as regards drawee or acceptor.

- (1) When a bill is accepted generally presentment for payment is not necessary in order to render the acceptor liable.
- (2) When by the terms of a qualified acceptance presentment for payment is required, the acceptor, in the absence of an express stipulation to that effect, is not discharged by the omission to present the bill for payment on the day that it matures.
- (3) In order to render the acceptor of a bill liable it is not necessary to protest it, or that notice of dishonour should be given to him.
- (4) **[F11]** Subject to Part 4A (presentment by electronic means), Where the holder of a bill presents it for payment, he shall exhibit the bill to the person from whom he demands payment, and when a bill is paid the holder shall forthwith deliver it up to the party paying it.

#### Textual Amendments

- F11** Words in s. 52(4) inserted (26.3.2015, 31.7.2016 in so far as not already in force) by Small Business, Enterprise and Employment Act 2015 (c. 26), ss. 13(3), 164(4)

#### Liabilities of Parties

#### 53 Funds in hands of drawee.

- (1) A bill, of itself, does not operate as an assignment of funds in the hands of the drawee available for the payment thereof, and the drawee of a bill who does not accept as required by this Act is not liable on the instrument. This sub-section shall not extend to Scotland.
- (2) **[F12]** **[F13]** Subject to section 75A of this Act, in Scotland, where the drawee of a bill **[F14]** other than a cheque has in his hands funds available for the payment thereof, the bill operates as an assignment of the sum for which it is drawn in favour of the holder, from the time when the bill is presented to the drawee.

#### Textual Amendments

- F12** Words in s. 53(2) cease to have effect (12.4.2009) by Banking Act 2009 (c. 1), ss. 254(4)(a)(i), 263(2) (with s. 247)
- F13** Words inserted (S.) by Law Reform (Miscellaneous Provisions) (Scotland) Act 1985 (c. 73, SIF 30), s. 11(a)
- F14** Words in s. 53(2) inserted (12.4.2009) by Banking Act 2009 (c. 1), ss. 254(4)(a)(ii), 263(2) (with s. 247)

#### 54 Liability of acceptor.

- The acceptor of a bill, by accepting it—
- (1) Engages that he will pay it according to the tenor of his acceptance:
- (2) Is precluded from denying to a holder in due course:
- The existence of the drawer, the genuineness of his signature, and his capacity and authority to draw the bill;
  - In the case of a bill payable to drawer's order, the then capacity of the drawer to indorse, but not the genuineness or validity of his indorsement;
  - In the case of a bill payable to the order of a third person, the existence of the payee and his then capacity to indorse, but not the genuineness or validity of his indorsement.

#### 55 Liability of drawer or indorser.

- (1) The drawer of a bill by drawing it—
- Engages that on due presentment it shall be accepted and paid according to its tenor, and that if it be dishonoured he will compensate the holder or any indorser who is compelled to pay it, provided that the requisite proceedings on

- dishonour be duly taken;
- (b) Is precluded from denying to a holder in due course the existence of the payee and his then capacity to indorse.
- (2) The indorser of a bill by indorsing it—
- (a) Engages that on due presentment it shall be accepted and paid according to its tenor, and that if it be dishonoured he will compensate the holder or a subsequent indorser who is compelled to pay it, provided that the requisite proceedings on dishonour be duly taken;
- (b) Is precluded from denying to a holder in due course the genuineness and regularity in all respects of the drawer's signature and all previous indorsements;
- (c) Is precluded from denying to his immediate or a subsequent indorsee that the bill was at the time of his indorsement a valid and subsisting bill, and that he had then a good title thereto.

**56 Stranger signing bill liable as indorser.**

Where a person signs a bill otherwise than as drawer or acceptor, he thereby incurs the liabilities of an indorser to a holder in due course.

**57 Measure of damages against parties to dishonoured bill.**

Where a bill is dishonoured, the measure of damages, which shall be deemed to be liquidated damages, shall be as follows:

- (1) The holder may recover from any party liable on the bill, and the drawer who has been compelled to pay the bill may recover from the acceptor, and an indorser who has been compelled to pay the bill may recover from the acceptor or from the drawer, or from a prior indorser—
- (a) The amount of the bill;
- (b) Interest thereon from the time of presentment for payment if the bill is payable on demand, and from the maturity of the bill in any other case;
- (c) The expenses of noting, or, when protest is necessary, and the protest has been extended, the expenses of protest.
- (2) ..... F15
- (3) Where by this Act interest may be recovered as damages, such interest may, if justice require it, be withheld wholly or in part, and where a bill is expressed to be payable with interest at a given rate, interest as damages may or may not be given at the same rate as interest proper.

**Textual Amendments**

F15 Ss. 57(2), 72(4) repealed by Administration of Justice Act 1977 (c. 38), s. 4(2)(a)(3) with saving for bills drawn before 29.8.1977

**58 Transferor by delivery and transferee.**

- (1) Where the holder of a bill payable to bearer negotiates it by delivery without indorsing it he is called a "transferor by delivery."
- (2) A transferor by delivery is not liable on the instrument.
- (3) A transferor by delivery who negotiates a bill thereby warrants to his immediate transferee being a holder for value that the bill is what it purports to be, that he has a right to transfer it, and that at the time of transfer he is not aware of any fact which renders it valueless.

*Discharge of Bill*

**59 Payment in due course.**

- (1) A bill is discharged by payment in due course by or on behalf of the drawee or acceptor.
- "Payment in due course" means payment made at or after the maturity of the bill to the holder thereof in good faith and without notice that his title to the bill is defective.
- (2) Subject to the provisions herein-after contained, when a bill is paid by the drawer or an indorser it is not discharged; but
- (a) Where a bill payable to, or to the order of, a third party is paid by the drawer, the drawer may enforce payment thereof against the acceptor, but may not re-issue the bill.
- (b)

Where a bill is paid by an indorser, or where a bill payable to drawer's order is paid by the drawer, the party paying it is remitted to his former rights as regards the acceptor or antecedent parties, and he may, if he thinks fit, strike out his own subsequent indorsements, and again negotiate the bill.

- (3) Where an accommodation bill is paid in due course by the party accommodated the bill is discharged.

**60 Banker paying demand draft whereon indorsement is forged.**

When a bill payable to order on demand is drawn on a banker, and the banker on whom it is drawn pays the bill in good faith and in the ordinary course of business, it is not incumbent on the banker to show that the indorsement of the payee or any subsequent indorsement was made by or under the authority of the person whose indorsement it purports to be, and the banker is deemed to have paid the bill in due course, although such indorsement has been forged or made without authority.

**61 Acceptor the holder at maturity.**

When the acceptor of a bill is or becomes the holder of it at or after its maturity, in his own right, the bill is discharged.

**62 Express waiver.**

- (1) When the holder of a bill at or after its maturity absolutely and unconditionally renounces his rights against the acceptor the bill is discharged.
- The renunciation must be in writing, unless the bill is delivered up to the acceptor.
- (2) The liabilities of any party to a bill may in like manner be renounced by the holder before, at, or after its maturity; but nothing in this section shall affect the rights of a holder in due course without notice of the renunciation.

**63 Cancellation.**

- (1) Where a bill is intentionally cancelled by the holder or his agent, and the cancellation is apparent thereon, the bill is discharged.
- (2) In like manner any party liable on a bill may be discharged by the intentional cancellation of his signature by the holder or his agent. In such case any indorser who would have had a right of recourse against the party whose signature is cancelled is also discharged.
- (3) A cancellation made unintentionally, or under a mistake, or without the authority of the holder is inoperative; but where a bill or any signature thereon appears to have been cancelled the burden of proof lies on the party who alleges that the cancellation was made unintentionally, or under a mistake, or without authority.

**64 Alteration of bill.**

- (1) Where a bill or acceptance is materially altered without the assent of all parties liable on the bill, the bill is avoided except as against a party who has himself made, authorised, or assented to the alteration, and subsequent indorsers.
- Provided that, where a bill has been materially altered, but the alteration is not apparent, and the bill is in the hands of a holder in due course, such holder may avail himself of the bill as if it had not been altered, and may enforce payment of it according to its original tenor.
- (2) In particular the following alterations are material, namely, any alteration of the date, the sum payable, the time of payment, the place of payment, and, where a bill has been accepted generally, the addition of a place of payment without the acceptor's assent.

**Modifications etc. (not altering text)**

C6 S. 64 excluded by Decimal Currency Act 1969 (c. 19), s. 3(2)

*Acceptance and Payment for Honour*

**65 Acceptance for honour supra protest.**

- (1) Where a bill of exchange has been protested for dishonour by non-acceptance, or protested for better security, and is not overdue, any person, not being a party already liable thereon, may, with the consent of the holder, intervene and accept the bill supra protest, for the honour of any party liable thereon, or for the honour of the person for whose account the bill is drawn.
- (2) A bill may be accepted for honour for part only of the sum for which it is drawn.

- (3) An acceptance for honour supra protest in order to be valid must—
  - (a) be written on the bill, and indicate that it is an acceptance for honour;
  - (b) be signed by the acceptor for honour.
- (4) Where an acceptance for honour does not expressly state for whose honour it is made, it is deemed to be an acceptance for the honour of the drawer.
- (5) Where a bill payable after sight is accepted for honour, its maturity is calculated from the date of the noting for non-acceptance, and not from the date of the acceptance for honour.

**66 Liability of acceptor for honour.**

- (1) The acceptor for honour of a bill by accepting it engages that he will, on due presentation, pay the bill according to the tenor of his acceptance, if it is not paid by the drawee, provided it has been duly presented for payment, and protested for non-payment, and that he receives notice of these facts.
- (2) The acceptor for honour is liable to the holder and to all parties to the bill subsequent to the party for whose honour he has accepted.

**67 Presentment to acceptor for honour.**

- (1) Where a dishonoured bill has been accepted for honour supra protest, or contains a reference in case of need, it must be protested for non-payment before it is presented for payment to the acceptor for honour, or referee in case of need.
- (2) Where the address of the acceptor for honour is in the same place where the bill is protested for non-payment, the bill must be presented to him not later than the day following its maturity; and where the address of the acceptor for honour is in some place other than the place where it was protested for non-payment, the bill must be forwarded not later than the day following its maturity for presentment to him.
- (3) Delay in presentment or non-presentment is excused by any circumstance which would excuse delay in presentment for payment or non-presentment for payment.
- (4) When a bill of exchange is dishonoured by the acceptor for honour it must be protested for non-payment by him.

**68 Payment for honour supra protest.**

- (1) Where a bill has been protested for non-payment, any person may intervene and pay it supra protest for the honour of any party liable thereon, or for the honour of the person for whose account the bill is drawn.
- (2) Where two or more persons offer to pay a bill for the honour of different parties, the person whose payment will discharge most parties to the bill shall have the preference.
- (3) Payment for honour supra protest, in order to operate as such and not as a mere voluntary payment, must be attested by a notarial act of honour which may be appended to the protest or form an extension of it.
- (4) The notarial act of honour must be founded on a declaration made by the payer for honour, or his agent in that behalf, declaring his intention to pay the bill for honour, and for whose honour he pays.
- (5) Where a bill has been paid for honour, all parties subsequent to the party for whose honour it is paid are discharged, but the payer for honour is subrogated for, and succeeds to both the rights and duties of, the holder as regards the party for whose honour he pays, and all parties liable to that party.
- (6) The payer for honour on paying to the holder the amount of the bill and the notarial expenses incidental to its dishonour is entitled to receive both the bill itself and the protest. If the holder do not on demand deliver them up he shall be liable to the payer for honour in damages.
- (7) Where the holder of a bill refuses to receive payment supra protest he shall lose his right of recourse against any party who would have been discharged by such payment.

*Lost Instruments*

**69 Holder's right to duplicate of lost bill.**

Where a bill has been lost before it is overdue the person who was the holder of it may apply to the drawer to give him another bill of the same tenor, giving security to the drawer if required to indemnify him against all persons whatever in case the bill alleged to have been lost shall be found again.

If the drawer on request as aforesaid refuses to give such duplicate bill he may be compelled to do so.

**[F1670 Action on lost bill.**

In any action or proceeding upon a bill, the court or a judge may order that the loss of the instrument shall not be set up, provided an indemnity be given to the satisfaction of the court or judge against the claims of any other person upon the instrument in question.]

**Textual Amendments**

**F16** S. 70 repealed (NI) by *Judicature (Northern Ireland) Act 1978* (c. 23, SIF 38), s. 122(3), Sch. 7

*Bill in a Set*

**71 Rules as to sets.**

- (1) Where a bill is drawn in a set, each part of the set being numbered, and containing a reference to the other parts the whole of the parts constitute one bill.
- (2) Where the holder of a set indorses two or more parts to different persons, he is liable on every such part, and every indorser subsequent to him is liable on the part he has himself indorsed as if the said parts were separate bills.
- (3) Where two or more parts of a set are negotiated to different holders in due course, the holder whose title first accrues is as between such holders deemed the true owner of the bill; but nothing in this sub-section shall affect the rights of a person who in due course accepts or pays the part first presented to him.
- (4) The acceptance may be written on any part, and it must be written on one part only.  
If the drawee accepts more than one part, and such accepted parts get into the hands of different holders in due course, he is liable on every such part as if it were a separate bill.
- (5) When the acceptor of a bill drawn in a set pays it without requiring the part bearing his acceptance to be delivered up to him, and that part at maturity is outstanding in the hands of a holder in due course, he is liable to the holder thereof.
- (6) Subject to the preceding rules, where any one part of a bill drawn in a set is discharged by payment or otherwise, the whole bill is discharged.

*Conflict of Laws*

**72 Rules where laws conflict.**

Where a bill drawn in one country is negotiated, accepted, or payable in another, the rights, duties, and liabilities of the parties thereto are determined as follows:—

- (1) The validity of a bill as regards requisites in form is determined by the law of the place of issue, and the validity as regards requisites in form of the supervening contracts, such as acceptance, or indorsement, or acceptance supra protest, is determined by the law of the place where such contract was made.

Provided that—

- (a) Where a bill is issued out of the United Kingdom it is not invalid by reason only that it is not stamped in accordance with the law of the place of issue;
- (b) Where a bill, issued out of the United Kingdom, conforms, as regards requisites in form, to the law of the United Kingdom, it may, for the purpose of enforcing payment thereof, be treated as valid as between all persons who negotiate, hold, or become parties to it in the United Kingdom.
- (2) Subject to the provisions of this Act, the interpretation of the drawing, indorsement, acceptance, or acceptance supra protest of a bill, is determined by the law of the place where such contract is made.  
Provided that where an inland bill is indorsed in a foreign country the indorsement shall as regards the payer be interpreted according to the law of the United Kingdom.
- (3) The duties of the holder with respect to presentment for acceptance or payment and the necessity for or sufficiency of a protest or notice of dishonour, or otherwise, are determined by the law of the place where the act is done or the bill is dishonoured.
- (4) ..... **F17**
- (5) Where a bill is drawn in one country and is payable in another, the due date thereof is determined according to the law of the place where it is payable.

**Textual Amendments**  
F17 Ss. 57(2), 72(4) repealed by *Administration of Justice Act 1977* (c. 38), s. 4(2)(a)(3) with saving for bills drawn before 29.8.1977

**PART III**  
**CHEQUES ON A BANKER**

- 73** **Cheque defined.**  
A cheque is a bill of exchange drawn on a banker payable on demand.  
Except as otherwise provided in this Part, the provisions of this Act applicable to a bill of exchange payable on demand apply to a cheque.

**Modifications etc. (not altering text)**  
C7 S. 73 extended by *Finance Act 1939* (c. 41), s. 35(2), S.I. 1957/2228 (1957 I, p. 801) and *National Loans Act 1968* (c. 13), s. 14(7)

- 74** **Presentment of cheque for payment.**  
Subject to the provisions of this Act—  
(1) Where a cheque is not presented for payment within a reasonable time of its issue, and the drawer or the person on whose account it is drawn had the right at the time of such presentment as between him and the banker to have the cheque paid and suffers actual damage through the delay, he is discharged to the extent of such damage, that is to say, to the extent to which such drawer or person is a creditor of such banker to a larger amount than he would have been had such cheque been paid.  
(2) In determining what is a reasonable time regard shall be had to the nature of the instrument, the usage of trade and of bankers, and the facts of the particular case.  
(3) The holder of such cheque as to which such drawer or person is discharged shall be a creditor, in lieu of such drawer or person, of such banker to the extent of such discharge, and entitled to recover the amount from him.

- F18[F1874A** **Presentment of cheque for payment: alternative place of presentment.**  
Where the banker on whom a cheque is drawn—  
(a) has by notice published in the London, Edinburgh and Belfast Gazettes specified an address at which cheques drawn on him may be presented, and  
(b) has not by notice so published cancelled the specification of that address,  
the cheque is also presented at the proper place if it is presented there.]

**Textual Amendments**  
F18 S. 74A inserted (28.11.96) by S.I. 1996/2993 art. 3.

- F1974B** **Presentment of cheque for payment: alternative means of presentment by banker**  
.....

**Textual Amendments**  
F19 Ss. 74B, 74C omitted (26.3.2015, 31.7.2016 in so far as not already in force) by virtue of *Small Business, Enterprise and Employment Act 2015* (c. 26), ss. 13(4), 164(4)

- F19 74C** **Cheques presented for payment under section 74B: disapplication of section 52(4).**  
.....

**Textual Amendments**  
F19 Ss. 74B, 74C omitted (26.3.2015, 31.7.2016 in so far as not already in force) by virtue of *Small Business, Enterprise and Employment Act 2015* (c. 26), ss. 13(4), 164(4)

- 75** **Revocation of banker's authority.**  
The duty and authority of a banker to pay a cheque drawn on him by his customer are determined by—  
(1) Countermand of payment;  
(2) Notice of the customer's death.

- [F20 75A** **[F21** (1) On the countermand of payment of a cheque, the banker shall be treated as having no funds available for the payment of the cheque.  
(2) This section applies to Scotland only.]]

**Textual Amendments**  
F20 S. 75A inserted (S) by *Law Reform (Miscellaneous Provisions) (Scotland) Act 1985* (c. 73, SIF-30), s. 11(b)  
F21 S. 75A ceases to have effect (12.4.2009) by virtue of *Banking Act 2009* (c. 1), ss. 254(4)(b), 263(2) (with s. 247)

*Crossed Cheques*

- 76** **General and special crossings defined.**  
(1) Where a cheque bears across its face an addition of—  
(a) The words "and company" or any abbreviation thereof between two parallel transverse lines, either with or without the words "not negotiable"; or  
(b) Two parallel transverse lines simply, either with or without the words "not negotiable";  
that addition constitutes a crossing, and the cheque is crossed generally.  
(2) Where a cheque bears across its face an addition of the name of a banker, either with or without the words "not negotiable," that addition constitutes a crossing, and the cheque is crossed specially and to that banker.

**Modifications etc. (not altering text)**  
C8 S. 76 extended by *Cheques Act 1957* (c. 36, SIF 14), s. 5, 1972/641, reg. 7(2), 1972/764, reg. 21(5), 1972/765, reg. 8(2) and 1976/2012, reg. 2(2)  
C9 S. 76 extended by S.I. 1984/779, reg. 7(2)  
S. 76 extended by S.I. 1991/1031, reg. 7(2)  
S. 76 applied by S.I. 1991/1407, reg. 7(2)  
C10 S. 76(1) applied (with modifications) (6.4.2015) by *The National Savings Regulations 2015* (S.I. 2015/623), regs. 1(1), 58  
C11 S. 76(1) applied (6.4.2015) by *The National Savings (No. 2) Regulations 2015* (S.I. 2015/624), regs. 1(1), 96

- 77** **Crossing by drawer or after issue.**  
(1) A cheque may be crossed generally or specially by the drawer.  
(2) Where a cheque is uncrossed, the holder may cross it generally or specially.  
(3) Where a cheque is crossed generally the holder may cross it specially.  
(4) Where a cheque is crossed generally or specially, the holder may add the words "not negotiable."  
(5) Where a cheque is crossed specially, the banker to whom it is crossed may again cross it specially to another banker for collection.  
(6) Where an uncrossed cheque, or a cheque crossed generally, is sent to a banker for collection, he may cross it specially to himself.

<b>Modifications etc. (not altering text)</b>	
C12	S. 77 extended by <i>Cheques Act 1957</i> (c. 36, SIF 14), s. 5 and S.I. 1976/2012, <a href="#">reg. 22(2)</a>
C13	S. 77 subsections (1), (3), (4) and (5) and, so far as it relates to crossed cheques, subsection (6) of section 77, extended by S.I. 1984/779, <a href="#">reg. 7(2)</a> S. 77 subsections (1), (3), (4) and (5) and, so far as it relates to crossed cheques, subsection (6), extended by S.I. 1991/1031, <a href="#">reg. 7(2)</a> S. 77 subsections (1), (3), (4) and (5) and, so far as it relates to crossed cheques, subsection (6), applied by S.I. 1991/1407, <a href="#">reg. 7(2)</a>
C14	S. 77(1)(3)-(5) and, so far as it relates to crossed cheques, (6) extended by S.I. 1972/641, 764, 765
C15	S. 77(6) applied (with modifications) (6.4.2015) by <i>The National Savings Regulations 2015</i> (S.I. 2015/623), regs. 1(1), <a href="#">58</a>
C16	S. 77(6) applied (6.4.2015) by <i>The National Savings (No. 2) Regulations 2015</i> (S.I. 2015/624), regs. 1(1), <a href="#">96</a>

**78 Crossing a material part of cheque.**  
A crossing authorised by this Act is a material part of the cheque; it shall not be lawful for any person to obliterate or, except as authorised by this Act, to add to or alter the crossing.

<b>Modifications etc. (not altering text)</b>	
C17	S. 78 extended by <i>Cheques Act 1957</i> (c. 36, SIF 14), s. 5, S.I. 1972/641, <a href="#">reg. 7(2)</a> , 1972/764, <a href="#">reg. 21(5)</a> , 1972/765, <a href="#">reg. 8(2)</a> and 1976/2012, <a href="#">reg. 22(2)</a>
C18	Ss. 78-81 extended by S.I. 1984/779, <a href="#">reg. 7(2)</a> Ss. 78-81 extended by S.I. 1991/1031, <a href="#">reg. 7(2)</a> Ss. 78-81 applied by S.I. 1991/1407, <a href="#">reg. 7(2)</a>
C19	Ss. 78-81 applied (6.4.2015) by <i>The National Savings (No. 2) Regulations 2015</i> (S.I. 2015/624), regs. 1(1), <a href="#">96</a>
C20	Ss. 78-81 applied (with modifications) (6.4.2015) by <i>The National Savings Regulations 2015</i> (S.I. 2015/623), regs. 1(1), <a href="#">58</a>

**79 Duties of banker as to crossed cheques.**  
(1) Where a cheque is crossed specially to more than one banker except when crossed to an agent for collection being a banker, the banker on whom it is drawn shall refuse payment thereof.  
(2) Where the banker on whom a cheque is drawn which is so crossed nevertheless pays the same, or pays a cheque crossed generally otherwise than to a banker, or if crossed specially otherwise than to the banker to whom it is crossed, or his agent for collection being a banker, he is liable to the true owner of the cheque for any loss he may sustain owing to the cheque having been so paid.  
Provided that where a cheque is presented for payment which does not at the time of presentment appear to be crossed, or to have had a crossing which has been obliterated, or to have been added to or altered otherwise than as authorised by this Act, the banker paying the cheque in good faith and without negligence shall not be responsible or incur any liability, nor shall the payment be questioned by reason of the cheque having been crossed, or of the crossing having been obliterated or having been added to or altered otherwise than as authorised by this Act, and of payment having been made otherwise than to a banker or to the banker to whom the cheque is or was crossed, or to his agent for collection being a banker, as the case may be.

<b>Modifications etc. (not altering text)</b>	
C19	Ss. 78-81 applied (6.4.2015) by <i>The National Savings (No. 2) Regulations 2015</i> (S.I. 2015/624), regs. 1(1), <a href="#">96</a>
C20	Ss. 78-81 applied (with modifications) (6.4.2015) by <i>The National Savings Regulations 2015</i> (S.I. 2015/623), regs. 1(1), <a href="#">58</a>
C21	S. 79 extended by <i>Cheques Act 1957</i> (c. 36, SIF 14), s. 5, S.I. 1972/641, <a href="#">reg. 7(2)</a> , 1972/764, <a href="#">reg. 21(5)</a> , 1972/765, <a href="#">reg. 8(2)</a> and 1976/2012, <a href="#">reg. 22(2)</a>
C22	Ss. 78-81 extended by S.I. 1984/779, <a href="#">reg. 7(2)</a> Ss. 78-81 extended by S.I. 1991/1031, <a href="#">reg. 7(2)</a> Ss. 78-81 applied by S.I. 1991/1407, <a href="#">reg. 7(2)</a>

**80 Protection to banker and drawer where cheque is crossed.**  
Where the banker, on whom a crossed cheque **[F22]** (including a cheque which under section 81A below or otherwise is not transferable) is drawn, in good faith and without negligence pays it, if crossed generally, to a banker, and if crossed specially, to the banker to whom it is crossed, or his agent for collection being a banker, the banker paying the cheque, and, if the cheque has come into the hands of the payee, the drawer, shall respectively be entitled to the same rights and be placed in the same position as if payment of the cheque had been made to the true owner thereof.

<b>Textual Amendments</b>	
<b>F22</b> Words in s. 80 inserted (16. 6. 1992) by <i>Cheques Act 1992</i> (c. 32), <a href="#">ss. 2, 4(2)</a> .	
<b>Modifications etc. (not altering text)</b>	
C19	Ss. 78-81 applied (6.4.2015) by <i>The National Savings (No. 2) Regulations 2015</i> (S.I. 2015/624), regs. 1(1), <a href="#">96</a>
C20	Ss. 78-81 applied (with modifications) (6.4.2015) by <i>The National Savings Regulations 2015</i> (S.I. 2015/623), regs. 1(1), <a href="#">58</a>
C23	S. 80 extended by <i>Cheques Act 1957</i> (c. 36, SIF 14), s. 5, S.I. 1972/641, <a href="#">reg. 7(2)</a> , 1972/764, <a href="#">reg. 21(5)</a> , 1972/765, <a href="#">reg. 8(2)</a> and 1976/2012, <a href="#">reg. 22(2)</a>
C24	Ss. 78-81 extended by S.I. 1984/779, <a href="#">reg. 7(2)</a> Ss. 78-81 extended by S.I. 1991/1031, <a href="#">reg. 7(2)</a> Ss. 78-81 applied by S.I. 1991/1407, <a href="#">reg. 7(2)</a>
C25	S. 80 applied (31.7.2018) by <i>The Electronic Presentment of Instruments (Evidence of Payment and Compensation for Loss) Regulations 2018</i> (S.I. 2018/832), regs. 1, 7

**81 Effect of crossing on holder.**  
Where a person takes a crossed cheque which bears on it the words "not negotiable," he shall not have and shall not be capable of giving a better title to the cheque than that which the person from whom he took it had.

<b>Modifications etc. (not altering text)</b>	
C19	Ss. 78-81 applied (6.4.2015) by <i>The National Savings (No. 2) Regulations 2015</i> (S.I. 2015/624), regs. 1(1), <a href="#">96</a>
C20	Ss. 78-81 applied (with modifications) (6.4.2015) by <i>The National Savings Regulations 2015</i> (S.I. 2015/623), regs. 1(1), <a href="#">58</a>
C26	S. 81 extended by <i>Cheques Act 1957</i> (c. 36, SIF 14), s. 5, S.I. 1972/641, <a href="#">reg. 7(2)</a> , 1972/764, <a href="#">reg. 21(5)</a> , 1972/765, <a href="#">reg. 8(2)</a> and 1976/2012, <a href="#">reg. 22(2)</a>
C27	Ss. 78-81 extended by S.I. 1984/779, <a href="#">reg. 7(2)</a> Ss. 78-81 extended by S.I. 1991/1031, <a href="#">reg. 7(2)</a> Ss. 78-81 applied by S.I. 1991/1407, <a href="#">reg. 7(2)</a>

**[81A F23 Non-transferable cheques.**  
(1) Where a cheque is crossed and bears across its face the words "account payee" or "a/c payee", either with or without the word "only", the cheque shall not be transferable, but shall only be valid as between the parties thereto.  
(2) A banker is not to be treated for the purposes of section 80 above as having been negligent by reason only of his failure to concern himself with any purported indorsement of a cheque which under subsection (1) above or otherwise is not transferable.]

<b>Textual Amendments</b>	
<b>F23</b> S. 81A inserted (16. 6. 1992) by <i>Cheques Act 1992</i> (c. 32), <a href="#">ss. 1, 4(2)</a> .	

**82** ..... **F24**  
**Textual Amendments**  
**F24** S. 82 repealed by *Cheques Act 1957* (c. 36), *Sch.*

**PART IV**  
**PROMISSORY NOTES**

**83 Promissory note defined.**

- (1) A promissory note is an unconditional promise in writing made by one person to another signed by the maker, engaging to pay, on demand or at a fixed or determinable future time, a sum certain in money, to, or to the order of, a specified person or to bearer.
- (2) An instrument in the form of a note payable to maker's order is not a note within the meaning of this section unless and until it is indorsed by the maker.
- (3) A note is not invalid by reason only that it contains also a pledge of collateral security with authority to sell or dispose thereof.
- (4) A note which is, or on the face of it purports to be, both made and payable within the British Islands is an inland note. Any other note is a foreign note.

**84 Delivery necessary.**

A promissory note is inchoate and incomplete until delivery thereof to the payee or bearer.

**85 Joint and several notes.**

- (1) A promissory note may be made by two or more makers, and they may be liable thereon jointly, or jointly and severally according to its tenour.
- (2) Where a note runs "I promise to pay" and is signed by two or more persons it is deemed to be their joint and several note.

**86 Note payable on demand.**

- (1) Where a note payable on demand has been indorsed, it must be presented for payment within a reasonable time of the indorsement. If it be not so presented the indorser is discharged.
- (2) In determining what is reasonable time, regard shall be had to the nature of the instrument, the usage of trade, and the facts of the particular case.
- (3) Where a note payable on demand is negotiated, it is not deemed to be overdue, for the purpose of affecting the holder with defects of title of which he had no notice, by reason that it appears that a reasonable time for presenting it for payment has elapsed since its issue.

**87 Presentation of note for payment.**

- (1) Where a promissory note is in the body of it made payable at a particular place, it must be presented for payment at that place in order to render the maker liable. In any other case, presentation for payment is not necessary in order to render the maker liable.
- (2) Presentation for payment is necessary in order to render the indorser of a note liable.
- (3) Where a note is in the body of it made payable at a particular place, presentation at that place is necessary in order to render an indorser liable; but when a place of payment is indicated by way of memorandum only, presentation at that place is sufficient to render the indorser liable, but a presentation to the maker elsewhere, if sufficient in other respects, shall also suffice.

**[F25(4) This section is subject to Part 4A (presentation by electronic means).]**

**Textual Amendments**

**F25** S. 87(4) inserted (26.3.2015, 31.7.2016 in so far as not already in force) by *Small Business, Enterprise and Employment Act 2015* (c. 26), ss. 13(6), 164(4)

**88 Liability of maker.**

The maker of a promissory note by making it—

- (1) Engages that he will pay it according to its tenor;
- (2) Is precluded from denying to a holder in due course the existence of the payee and his then capacity to indorse.

**89 Application of Part II to notes.**

- (1) Subject to the provisions in this part, and except as by this section provided, the provisions of this Act relating to bills of exchange apply, with the necessary modifications, to promissory notes.
- (2) In applying those provisions the maker of a note shall be deemed to correspond with the acceptor of a bill, and the first indorser of a note shall be deemed to correspond with the drawer of an accepted bill payable to drawer's order.
- (3) The following provisions as to bills do not apply to notes; namely, provisions relating to—
  - (a) Presentation for acceptance;
  - (b) Acceptance;
  - (c) Acceptance supra protest;
  - (d) Bills in a set.
- (4) Where a foreign note is dishonoured, protest thereof is unnecessary.

**[F26PART 4A**

PRESENTMENT OF CHEQUES AND OTHER INSTRUMENTS BY ELECTRONIC MEANS

**Textual Amendments**

**F26** PL 4A inserted (26.3.2015, 31.7.2016 in so far as not already in force) by *Small Business, Enterprise and Employment Act 2015* (c. 26), ss. 13(2), 164(4)

**89A Presentation of instruments by electronic means**

- (1) Presentation for payment of an instrument to which this section applies may be effected by provision of an electronic image of both faces of the instrument, instead of by presenting the physical instrument, if the person to whom presentation is made accepts the presentment as effective.

This is subject to regulations under subsection (2) and to section 89C.

- (2) The Treasury may by regulations prescribe circumstances in which subsection (1) does not apply.
- (3) Regulations under subsection (2) may in particular prescribe circumstances by reference to—
  - (a) descriptions of instrument;
  - (b) arrangements under which presentment is made;
  - (c) descriptions of persons by or to whom presentment is made;
  - (d) descriptions of persons receiving payment or on whose behalf payment is received.
- (4) Where presentment for payment is made under subsection (1)—
  - (a) any requirement—
    - (i) that the physical instrument must be exhibited, presented or delivered on or in connection with presentation or payment (including after presentation or payment or in connection with dishonour for non-payment), or
    - (ii) as to the day, time or place on or at which presentment of the physical instrument may be or is to be made, and
  - (b) any other requirement which is inconsistent with subsection (1),does not apply.
- (5) Subsection (4) does not affect any requirement as to the latest time for presentment.
- (6) References in subsections (4) and (5) to a requirement are to a requirement or prohibition, whether imposed by or under any enactment, by a rule of law or by the instrument in question.
- (7) Where an instrument is presented for payment under this section—
  - (a) any banker providing the electronic image,
  - (b) any banker to whom it is provided, and
  - (c) any banker making payment of the instrument as a result of provision of the electronic image,

are subject to the same duties in relation to collection and payment of the instrument as if the physical instrument had been presented.

This is subject to any provision made by or under this Part.

**89B Instruments to which section 89A applies**

- (1) Subject to subsection (2), section 89A applies to—
  - (a) a cheque, or
  - (b) any other bill of exchange or any promissory note or other instrument—
    - (i) which appears to be intended by the person creating it to enable a person to obtain payment from a banker indicated in it of the sum so mentioned,
    - (ii) payment of which requires the instrument to be presented, and
    - (iii) which, but for section 89A, could not be presented otherwise than by presenting the physical instrument.
- (2) Section 89A does not apply to any banknote (within the meaning given in section 208 of the Banking Act 2009) [F27 or to anything that is an electronic trade document for the purposes of the Electronic Trade Documents Act 2023 (see section 2 of that Act)]
- (3) The reference in subsection (1) to the person creating an instrument is—
  - (a) in the case of a bill of exchange, a reference to the drawer;
  - (b) in the case of a promissory note, a reference to the maker.
- (4) For the purposes of subsection (1)(b)(i) an indication may be by code or number and need not indicate that payment is intended to be obtained from the banker.

**Textual Amendments**

F27 Words in s. 89B(2) inserted (20.9.2023) by Electronic Trade Documents Act 2023 (c. 38), ss. 7(1), 8(2)

**89C Banker's obligation in relation to accepting physical instrument for presentment**

Provision of an electronic image of an instrument does not constitute presentment of the instrument under section 89A if the arrangements between—

- (a) the banker authorised to collect payment of the instrument on behalf of a customer, and
- (b) that customer,

do not permit the customer to pay in the physical instrument but instead require an electronic image to be provided (whether to that banker or to any other person).

**89D Copies of instruments and evidence of payment**

- (1) The Treasury may by regulations make provision for—
  - (a) requiring a copy of an instrument paid as a result of presentment under section 89A to be provided, on request, to the creator of the instrument by the banker who paid the instrument;
  - (b) a copy of an instrument provided in accordance with the regulations to be evidence of receipt by a person identified in accordance with the regulations of the sum payable by the instrument.
- (2) Regulations under subsection (1)(a) may in particular—
  - (a) prescribe the manner and form in which a copy is to be provided;
  - (b) require the copy to be certified to be a true copy of the electronic image provided to the banker making the payment on presentment under section 89A;
  - (c) provide for the copy to be accompanied by prescribed information;
  - (d) require any copy to be provided free of charge or permit charges to be made for the provision of copies in prescribed circumstances.
- (3) The reference in subsection (1)(a) to the creator of the instrument is—
  - (a) in the case of a bill of exchange, a reference to the drawer;
  - (b) in the case of a promissory note, a reference to the maker.

**89E Compensation in cases of presentment by electronic means**

- (1) The Treasury may by regulations make provision for the responsible banker to compensate any person for any loss of a kind specified by the regulations which that person incurs in connection with electronic presentment or purported electronic presentment of an instrument.
- (2) In this section "electronic presentment or purported electronic presentment of an instrument" includes—
  - (a) presentment of an instrument to which section 89A applies under that section;
  - (b) presentment of any other instrument by any means involving provision of an electronic image by which it may be presented for payment;
  - (c) purported presentment for payment by any means involving provision of an electronic image of an instrument that may not be presented for payment in that way;
  - (d) provision, in purported presentment for payment, of—
    - (i) an electronic image that purports to be, but is not, an image of a physical instrument (including an image that has been altered electronically), or
    - (ii) an electronic image of an instrument which has no legal effect; or
  - (e) provision, in presentment or purported presentment for payment, of an electronic image which has been stolen.
- (3) In this section, the "responsible banker", in relation to electronic presentment or purported electronic presentment of an instrument, means—
  - (a) the banker who is authorised to collect payment of the instrument on a customer's behalf, or
  - (b) if the holder of the instrument is a banker, that banker.
- (4) In this section—
  - (a) references to an instrument include references to an instrument which has no legal effect (whether because it has been fraudulently altered or created, or because it has been discharged, or otherwise);
  - (b) in relation to an electronic image which is not an image of a physical instrument, references to the instrument are to a purported instrument (of which it purports to be an image); and
  - (c) in relation to an instrument which is not a bill of exchange or promissory note, references to the holder are to the payee or indorsee of the instrument who is in possession of it or, if it is payable to bearer, the person in possession of it.
- (5) Regulations under this section may in particular make provision for—
  - (a) the responsible banker to be required to pay compensation irrespective of fault;
  - (b) the amount of compensation to be reduced by virtue of anything done, or any failure to act, by the person to whom compensation is payable.
- (6) Nothing in this section or regulations under it is to be taken to—
  - (a) prevent the responsible banker claiming a contribution from any other person, or
  - (b) affect any remedy available to the responsible banker in contract or otherwise.
- (7) Except so far as regulations under this section provide expressly, nothing in this section or regulations under it is to be taken to affect any liability of the responsible banker which exists apart from this section or any such regulations.

**89F Supplementary**

- (1) Regulations under this Part may—
  - (a) include incidental, supplementary and consequential provision;
  - (b) make transitory or transitional provision or savings;
  - (c) make different provision for different cases or circumstances or for different purposes;
  - (d) make provision subject to exceptions.
- (2) The power to make regulations under this Part is exercisable by statutory instrument.
- (3) An instrument containing—
  - (a) regulations under section 89A or 89D, or

- (b) the first regulations to be made under section 89E, may not be made unless a draft of the instrument has been laid before, and approved by resolution of, each House of Parliament.
- (4) An instrument containing any other regulations under section 89E is subject to annulment in pursuance of a resolution of either House of Parliament.
- (5) For the purposes of this Part, a banker collects payment of an instrument on behalf of a customer by—
  - (a) receiving payment of the instrument for the customer, or
  - (b) receiving payment of the instrument for the banker (but not as holder), having—
    - (i) credited the customer's account with the amount of the instrument, or
    - (ii) otherwise given value to the customer in respect of the instrument.
- (6) Section 89E(4) applies for the purposes of subsection (5) in its application to section 89E. ]

**PART V**  
SUPPLEMENTARY

**90 Good faith.**

A thing is deemed to be done in good faith, within the meaning of this Act, where it is in fact done honestly, whether it is done negligently or not.

**91 Signature.**

- (1) Where, by this Act, any instrument or writing is required to be signed by any person it is not necessary that he should sign it with his own hand, but it is sufficient if his signature is written thereon by some other person by or under his authority.
- (2) In the case of a corporation, where, by this Act, any instrument or writing is required to be signed, it is sufficient if the instrument or writing be sealed with the corporate seal.  
But nothing in this section shall be construed as requiring the bill or note of a corporation to be under seal.

**92 Computation of time.**

Where, by this Act, the time limited for doing any act or thing is less than three days, in reckoning time, non-business days are excluded.

"Non-business days" for the purposes of this Act mean—

- (a) [F28 Saturday] Sunday, Good Friday, Christmas Day;
- (b) A bank holiday under [F29 the M1 Banking and Financial Dealings Act 1971.];
- (c) A day appointed by Royal proclamation as a public fast or thanksgiving day.
- [F30 (d) A day declared by an order under section 2 of the Banking and Financial Dealings Act 1971 to be a non-business day.]

Any other day is a business day.

**Textual Amendments**

- F28 Word inserted by Banking and Financial Dealings Act 1971 (c. 80), s. 3(1)(3)
- F29 Words substituted by Banking and Financial Dealings Act 1971 (c. 80), s. 4(4)
- F30 S. 92(d) added by Banking and Financial Dealings Act 1971 (c. 80) s. 4(4)

**Marginal Citations**

- M1 1971 c. 80.

**93 When noting equivalent to protest.**

For the purposes of this Act, where a bill or note is required to be protested within a specified time or before some further proceeding is taken, it is sufficient that the bill has been noted for protest before the expiration of the specified time or the taking of the proceeding; and the formal protest may be extended at any time thereafter as of the date of the noting.

**94 Protest when notary not accessible.**

[F31(1)] Where a dishonoured bill or note is authorised or required to be protested, and the services of a notary cannot be obtained at the place where the bill is dishonoured, any householder or substantial resident of the place may, in the presence of two witnesses, give a certificate, signed by them, attesting the dishonour of the bill, and the certificate shall in all respects operate as if it were a formal protest of the bill. The form given in Schedule 1 to this Act may be used with necessary modifications, and if used shall be sufficient.

[F32(2) In subsection (1), "notary" includes a person who, for the purposes of the Legal Services Act 2007, is an authorised person in relation to any activity which constitutes a notarial activity (within the meaning of that Act). ]

**Textual Amendments**

- F31 S. 94 renumbered (1.1.2010) as s. 94(1) by Legal Services Act 2007 (c. 29), s. 211(2), Sch. 21 para. 10(a) (with ss. 29, 192, 193), S.I. 2009/3250, art. 2(h)
- F32 S. 94(2) inserted (1.1.2010) by Legal Services Act 2007 (c. 29), s. 211(2), Sch. 21 para. 10(b) (with ss. 29, 192, 193), S.I. 2009/3250, art. 2(h)

**95 Dividend warrants may be crossed.**

The provisions of this Act as to crossed cheques shall apply to a warrant for payment of dividend.

**96** ..... F33

**Textual Amendments**

- F33 S. 96, Sch. 2 repealed by Statute Law Revision Act 1898 (c. 22)

**97 Savings.**

- (1) The rules in bankruptcy relating to bills of exchange, promissory notes, and cheques, shall continue to apply thereto notwithstanding anything in this Act contained.
- (2) The rules of common law including the law merchant, save in so far as they are inconsistent with the express provisions of this Act, shall continue to apply to bills of exchange, promissory notes, and cheques.
- (3) Nothing in this Act or in any repeal effected thereby shall affect—
  - (a) ... F34 any law or enactment for the time being in force relating to the revenue;
  - (b) The provisions of the M2 Companies Act 1862, or Acts amending it, or any Act relating to joint stock banks or companies;
  - (c) The provisions of any Act relating to or confirming the privileges of the Bank of England or the Bank of Ireland respectively;
  - (d) The validity of any usage relating to dividend warrants, or the indorsements thereof.

**Textual Amendments**

- F34 Words repealed by Statute Law Revision Act 1898 (c. 22)

**Marginal Citations**

- M2 1862 c. 89.

**98 Saving of summary diligence in Scotland.**

Nothing in this Act or in any repeal effected thereby shall extend or restrict, or in any way alter or affect the law and practice in Scotland in regard to summary diligence.

**99 Construction with other Acts, &c.**

Where any Act or document refers to any enactment repealed by this Act, the Act or document shall be construed, and shall operate, as if it referred to the corresponding provisions of this Act.

100 **Parole evidence allowed in certain judicial proceedings in Scotland.**

In any judicial proceeding in Scotland, any fact relating to a bill of exchange, bank cheque, or promissory note, which is relevant to any question of liability thereon, may be proved by parole evidence: Provided that this enactment shall not in any way affect the existing law and practice whereby the party who is, according to the tenour of any bill of exchange, bank cheque, or promissory note, debtor to the holder in the amount thereof, may be required, as a condition of obtaining a sist of diligence, or suspension of a charge, or threatened charge, to make such consignment, or to find such caution as the court or judge before whom the cause is depending may require.

F35

**Textual Amendments**

F35 Words repealed by Prescription and Limitation (Scotland) Act 1973 (c. 52), s. 16(2) Sch. 6 Pt. 1

## SCHEDULES

### FIRST SCHEDULE

Form of protest which may be used when the services of a notary cannot be obtained.

Know all men that I, *A.B.* [householder], of in the county of in the United Kingdom, at the request of *C.D.*, there being no notary public available, did on the day of 188 at demand payment [or acceptance] of the bill of exchange hereunder written, from *E.F.*, to which demand he made answer [state answer, if any] wherefore I now, in the presence of *G.H.* and *J.K.* do protest the said bill of exchange.

(Signed) *A.B.*

*G.H.* Witnesses.

*J.K.*

*N.B.*—The bill itself should be annexed, or a copy of the bill and all that is written thereon should be underwritten.

### F36 F36 SECOND SCHEDULE

**Textual Amendments**

F36 S. 96, Sch. 2 repealed by Statute Law Revision Act 1898 (c. 22)

◀ Previous Next ▶

[Back to top](#) ▲

#### Options/Help

The Whole Act

PDF Web page

#### Legislation is available in different versions:

**Latest Available (revised):**The latest available updated version of the legislation incorporating changes made by subsequent legislation and applied by our editorial team. Changes we have not yet applied to the text, can be found in the 'Changes to Legislation' area.

**Original (As Enacted or Made):** The original version of the legislation as it stood when it was enacted or made. No changes have been applied to the text.

#### See additional information alongside the content

**Geographical Extent:** Indicates the geographical area that this provision applies to. For further information see 'Frequently Asked Questions'.

**Show Timeline of Changes:** See how this legislation has or could change over time. Turning this feature on will show extra navigation options to go to these specific points in time. Return to the latest available version by using the controls above in the What Version box.

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Different options to open legislation in order to view more content on screen at once

#### More Resources

Access essential accompanying documents and information for this legislation item from this tab. Dependent on the legislation item being viewed this may include:

- the original print PDF of the as enacted version that was used for the print copy
- lists of changes made by and/or affecting this legislation item
- confers power and blanket amendment details
- all formats of all associated documents
- correction slips
- links to related legislation and further information resources

#### Timeline of Changes

This timeline shows the different points in time where a change occurred. The dates will coincide with the earliest date on which the change (e.g. an insertion, a repeal or a substitution) that was applied came into force. The first date in the timeline will usually be the earliest date when the provision came into force. In some cases the first date is 01/02/1991 (or for Northern Ireland legislation 01/01/2006). This date is our basedate. No versions before this date are available. For further information see the Editorial Practice Guide and Glossary under Help.

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Click 'View More' or select 'More Resources' tab for additional information including:

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DOMINIC RAAB MP LORD CHANCELLOR and SECRETARY of STATE for JUSTICE and DEPUTY PRIME MINISTER  
MINISTRY OF JUSTICE, 102 PETTY FRANCE LONDON SW1H 9AJ

DATE: 24<sup>th</sup> day of July 2022

**GDPR - DPA 2018 Subject Access Request**

Reference: **4PB36838 LLOYDS MALA IN SE CLAIMS**

**Our reference number 14-00-00-YMD 42-0040-05 LLOYDS MALA IN SE CLAIMS, EXCOMMUNICATION**

INSTRUMENT from public officer at QBD or OTHER PUBLIC COURT & contra law, RAISED & HELD COURT of EQUITY dispensed  
mala in se

Dear Sir or Madam,

I/we am/are writing, formally, to make a 'Subject Access Request' for a copy of information that you hold and have held about me/us which I/we am/are entitled under the General Data Protection Regulation 2018.

You can identify my/our records using the following information:

Full name: : Yvonne : Hobbs

Address: 33 Lea Close BROUGHTON ASTLEY LE9 6NW

Please supply me/us the data about me/us that I/we am/are entitled to under the data protection law including:  
Confirmation of the jurisdiction of ROYAL COURTS of JUSTICE to have the prayers of men laid before it, impeded and put to formality.

Confirmation of authority of THE RT HON SIR IAN DUNCAN BURNETT, KNIGHT, LORD CHIEF JUSTICE to deny men lay their prayers at ROYAL COURTS of JUSTICE.

Confirmation the mala in se laid in prayer **4PB36838 LLOYDS MALA IN SE CLAIMS** is dispensable by **MASTER or sovereign or any.**

Confirmation the mala in se laid in prayer **4PB36838 LLOYDS MALA IN SE CLAIMS** dispensed by **MASTER** is civil/equity matter.

Confirmation the mala in se laid in prayer **4PB36838 LLOYDS MALA IN SE CLAIMS** is jurisdiction of **MASTER** and/or to dispense to body corporate of COUNTY COURT to raise a court of equity.

Confirmation of the existence of data and information contained within the common law court case management file.

Confirmation of the existence of data and information contained within the court case of case progression officer.

Confirmation of the obligation 'existence' of mala in se [criminal offence] to be heard as other to common law trespass.

Confirmation of the existence of your Section 151 officer and their details;

Confirmation of the authority of, MASTER and/or OTHERS ROYAL COURTS of JUSTICE at the sovereign's court to trespass the Bills of Exchange Act 1882.

Please supply complete administrative and financial transactions; A copy of the instrument laid, its lawful consideration and rejection of my prayers; a copy of my personal data and information contained within the court case management file.

A copy of the appointment of a case progression officer AND A copy of all relevant law used in the pursuance of the alleged obligation AND a copy of obligation/ put forth by the body corporate named THE RT HON SIR IAN DUNCAN BURNETT, KNIGHT, LORD CHIEF JUSTICE that contract usurp common law and binds men and the public record /Letters Patent/Charter for MASTER and OTHERS at QBD.

Please also supply the name of the processor of Data Subject Access Requests [DSAR] within your body corporate and, where a DSAR has previously been made, the reason for failing to supply the requested information.

Please provide the mapping management process involved in the data usage;

Include the regulatory compliance process used to ensure sufficient governance is in place including proof of the Duties, Responsibilities and Obligations of office and including your Oath of office,.

Include the same for any third parties you provide/ have provided access to my/our data;

Include what your legal reason for holding such data, and any data you do not/did not have a legal reason to hold,

Please delete and provide necessary regulatory requirements to evidence the deletion of said data.

I/we look forward to receiving your response to this request for data within one calendar month, per the General Data Protection Regulation.

With sincerity and honour,

By: : Yvonne : Hobbs **Authorized**  
Representative for MRS Y HOBBS

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Errors & Omissions Excepted - Strictly no rights of Usufruct

\* Proof of ID commensurate with the data 'property' freely given by Yvonne : Hobbs can be made available upon proof the alleged agreement exists and no material facts have been concealed in its procur

DOMINIC RAAB MP LORD CHANCELLOR and SECRETARY of STATE for JUSTICE and DEPUTY PRIME MINISTER  
MINISTRY OF JUSTICE, 102 PETTY FRANCE LONDON SW1H 9AJ

DATE: 20 July 2022

**GDPR - DPA 2018 Subject Access Request**

Reference: **4PB36838**

**Our reference number LLOYDS MALA IN SE CLAIMS, EXCOMMUNICATION**

INSTRUMENT from public officer at QUEENs BENCH DIVISION dispens'ing mala in se

Dear Sir or Madam,

I/~~we~~ am/~~are~~ writing, formally, to make a 'Subject Access Request' for a copy of information that you hold and have held about me/~~us~~ which I/~~we~~ am/~~are~~ entitled under the General Data Protection Regulation 2018.

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Confirmation the mala in se laid in prayer **4PB36838** is dispensable by **MASTER or sovereign or any**.

Confirmation the mala in se laid in prayer **4PB36838** dispens'd by **MASTER** is civil/equity matter.

Confirmation of the jurisdiction of **MASTER** and/or to dispense to body corporate of COUNTY COURT to raise a court of equity for my prayer laid in **4PB36838**.

Confirmation of the existence of data and information contained within the common law court case management file.

Confirmation of the existence of data and information contained within the court case progression officer.

Confirmation of the obligation 'existence' of mala in se [criminal offence] to be heard as other to common law trespass.

Confirmation of the existence of your Section 151 officer and their details;

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Include what your legal reason for holding such data, and any data you do not/did not have a legal reason to hold,

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With sincerity and honour,

By: : Yvonne : Hobbs **Authorized**  
Representative for MRS Y HOBBS

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\* Proof of ID commensurate with the data 'property' freely given by Yvonne : Hobbs can be made available upon proof the alleged agreement exists and no material facts have been concealed in its procur

### Search for a Bailiff

#### Enforcement Officer and Bailiff Fraud

Please stay vigilant against fraudsters posing as enforcement officers and bailiffs, for more information please visit:

<https://www.gov.uk/government/news/guidance-on-bailiff-and-enforcement-officer-scam>

#### The Certificated Enforcement Agent (Bailiff) Register

This register holds details of all enforcement agents (previously called bailiffs) who hold a certificate, granted by a judge at the county court, which allows them carry out enforcement action by way of taking control of goods and, if necessary, selling these to recover a debt. It also contains the details of all individuals who have applied to hold or renew such a certificate. You can search by an enforcement agent's or applicant's name [...etc.....]

Only "fit and proper" individuals should hold these certificates. If you know of serious conduct issues which would mean that an existing enforcement agent, or an applicant for a certificate, is not a "fit and proper" person, you can use this register to find out which court you should alert to these issues. If you are concerned about a person applying for a new certificate or a renewed certificate, the register also contains the date of the hearing where the judge will consider the application. By addressing your concerns to the court before this date, the judge will be able to consider these as part of the application.

[Find](#)

To check the list of people who have applied for registration please [click here](#)

#### Approved Enforcement Agencies

An Approved Enforcement Agency (AEA) is a person or body approved by the Lord Chancellor, in accordance with s125B(2) Magistrates Court Act 1980 (as amended by Courts Act 2003), to execute warrants of arrest and control issued by the magistrates court in England and Wales for non payment of a criminal financial penalty or breach of a community penalty order.

The Lord Chancellor must maintain a register containing the names of all persons and bodies approved by him and must make arrangements for making the register available for inspection.

The contracts for Approved Enforcement Agency Services have been awarded to:

1. Compliant Data-Led Engagements & Resolutions (CDER) Group for Primary Services in HMCTS Regions - London, South East and the Midlands and Secondary Services in North East, North West, South West and Wales
2. Marston Holdings for Primary Services in HMCTS Regions - North East, North West and the South West and Secondary Services in London, South East and the Midlands
3. Jacobs Enforcement for Primary Services in HMCTS Region - Wales



## Bailiffs

5 min read

### What you'll learn:

- [What are bailiffs?](#)
- [What to do before bailiffs visit](#)
- [Check you are the person who owes money](#)
- [Check the notice of enforcement is valid](#)
- [What can bailiffs take?](#)
- [What are bailiffs not allowed to take?](#)

This information only applies in England and Wales.

If you have concerns about bailiffs it's important to know what rights you have and the powers bailiffs have. Read this guide for more information on what bailiffs are, what bailiffs can and can't do and what you should do about bailiffs.

### What are bailiffs?

A bailiff, also known as an 'enforcement agent', is a legally authorised person who works on behalf of the courts to recover an outstanding debt, repossess goods or even carry out the eviction of a tenant. There are four types of bailiffs:

#### Private bailiffs

These types of bailiffs can be self-employed, employed by a private firm or employed by another organisation. They usually collect Council Tax arrears and unpaid parking fines from local authorities. They also collect money owed to HMRC.

### County Court bailiff

These bailiffs are directly employed by the County Court to collect unpaid **County Court Judgments** (CCJs) and they must follow strict guidelines to collect a debt.

### High Court Enforcement Officers

A High Court Enforcement Officer is an individual person, who has been authorised by the Ministry of Justice to enforce High Court judgments. If a creditor has more than £600 owed to them through a CCJ (including court costs) they can transfer the judgment to a High Court Enforcement Officer to enforce the judgment. However, they won't be able to enforce a debt if it's regulated by the Consumer Credit Act (for example, unpaid credit cards or things bought on credit), as these can only be enforced through the County Court. This restriction, however, does not apply if the debt is to the value of £25,000 or more.

For further information, read [The Consumer Credit Act](#).

### Magistrates Court bailiff

These bailiffs work for the Magistrates Court. They mainly deal with money owed in criminal offences, such as fines.

All listed bailiffs are certified by the courts. This means that they have been granted a certificate by the court that allows them to carry out their duties, such as enforcing a debt or evicting a tenant.

It is important to note that a debt collector is not a bailiff. Some private debt collection agencies may threaten to send someone to your home if you refuse to pay them the amounts they request. Representatives of private Debt Collection Agencies do not have the same powers as bailiffs and in fact, have very little power to enforce a debt or collect money owed.

## What to do before bailiffs visit

If you haven't paid off a debt or a CCJ, you might be sent a letter from the bailiffs saying they will visit your home to collect the payment. It's important that you don't ignore this letter as it is a 'notice of enforcement'. As well as collecting payment for the debt they can charge you fees so you could end up owing more money.

There are things you can do to stop the bailiffs from coming if you act quickly.

## Check you are the person who owes money

Your notice of enforcement must say how much is owed and to whom. You won't be responsible for a debt if it belongs to someone else, for example, an ex-partner, or you've already paid all of the debt.

If you're unsure whether you owe money you should call the person you owe money to (the creditor) and ask them why they think you owe the debt. You can also contact the bailiffs and let them know that you don't owe the debt if you are certain.

You will need to call the bailiffs. Their number can be found on the notice of enforcement. You can tell them you're not the person named on the notice of enforcement. You will need to send evidence to prove this, such as copies of a passport, driving licence, utility bills or bank statements from the last three months. You still need to do this even if the debt belongs to someone you live with, such as a housemate or partner.

If you inform them that you will be providing evidence and ask them to put the case on hold, they must do this.

## Check the notice of enforcement is valid

You should make sure that the notice includes the correct information. If it doesn't contain the right information, you can make a complaint to the **Civil Enforcement Association** or to the **court** that issued the enforcement order.

For the notice to be valid it must:

- show your correct name and address
- show the debt you owe and the amount
- explain that you have 7 days' notice before the bailiffs can visit
- come from a registered bailiff and not a debt collector (you can check on the Government Justice website for a register of **Certified Bailiffs**)
- be sent in the correct letter form, either by post, fax, email or by being fixed to your front door

- be written in a specific legal format (you can view examples of what the [notice of enforcement](#) will look like)

You can take your notice of enforcement to a local [Citizens Advice Bureau](#), where their advisers can check the notice for you.

### What can bailiffs take?

Bailiffs can take assets you own or that you jointly own with someone else, such as electrical items, jewellery or a vehicle. If the bailiffs are collecting for someone else's debt, they can't take anything that belongs to you, as long as you don't owe any money.

Bailiffs can only enter your home and repossess items if you let them into your home.

For further information, read guidance on [Bailiff's powers when they visit your home](#).

### What are bailiffs not allowed to take?

Bailiffs can't take:

- belongings that are someone else's property, including items belonging to children
- pets or guide dogs
- vehicles, tools or computer equipment that are necessary for work or study up to a value of £1,350
- anything being paid on finance
- a mobility vehicle or a vehicle displaying a valid blue badge
- items that are necessary for 'basic domestic needs', these include a table and enough chairs, beds and bedding, a cooker, microwave and fridge, a washing machine, a phone or mobile phone or any medicine or medical equipment

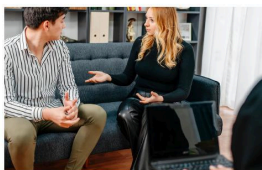
If bailiffs repossess items that they shouldn't, you can make a complaint within seven days. You can contact the bailiffs themselves, providing evidence of why they shouldn't have taken the items, or complain to the creditor's ombudsman (where one exists) or [Civil Enforcement Association](#).

For further assistance, contact your local [Citizens Advice Bureau](#) or [Ask a lawyer](#).

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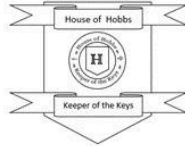
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33 Lea Close  
County Palatine of Leicestershire (LE9 6NW)

Baroness.oftheHouseof+Hobbs\_200\_OH553@gmail.com  
31 October 2023

To: MISS LYNNE CHAPMAN  
BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES Corporation/State  
Vicarage St Nuneaton [CV11 4JU] and 102 Petty France LONDON [SW1H 9AJ]  
Lynne Chapman Bailiff Nuneaton HMTCS c/o Yvonne\_Jane.Glynn@justice.gov.uk ,

e-filing.nuneaton.countycourt@justice.gov.uk King Charles, c/o Lord of the Privy Counsel Penny Mordaunt MP} ,hcnquiries@parliament.uk alex.chalk.mp@parliament.uk , Lady Chief Justice Sue Lascelles Carr} ,KBEinquiries@justice.gov.uk , contactholmember@parliament.uk , rob.nixon@leics.police.uk , enquiries.nuneaton.countycourt@justice.gov.uk

Your ref}K1PP4006 Trespass on 30th October 2023 by Lynne Chapman and secretive locksmith citing Fraudulent instrument N54 of 27/SEP/23 as granting Power of Attorney and rights over our property to wrest our property real from us

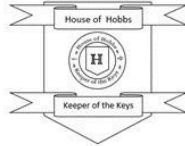
Our Ref:HOH—LYNNE CHAPMAN BAILIFF HM COURTS and TRIBUNALS SERVICES —HOHO200

Dear MISS LYNNE CHAPMAN,

Thank you for Under Your Ref}K1PP4006 and trespass of 30th October 2023 upon our property real your in terrorem claims and threats of Powers of Attorney and rights to take our property real by in terrorem force and give to the corporation intituled Lloyds Banks plc ; And claim of right to insinuate in to a contractual matter ; And claims of first hand knowledge of our indebtedness to Lloyds Bank plc ; And claims that Bailiff ID is only for civil bailiffs inferring Lynne Chapman is a criminal bailiff ; And claims that Lynne Chapman and the locksmith (refusing to identify himself or show his authority) would return without giving notice to Us to trespass and change the locks ; And claims that Lynne Chapman and locksmith would call the police to provide them assistance in trespassing upon our property to wrest it from Us ; And claiming a Lloyds 'mortgage' is a matter other than a civil, contract dispute ; And claims of First Hand knowledge of Our indebtedness outwith 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 ; And claims of Our indebtedness disregarding Our May 2023 Note under the 1882 Bills of Exchange Act ; And claims of right of disregarding Our February 2022 Bill under the 1882 Bills of Exchange Act ; And claims of Our indebtedness disregarding Our provision of Our financial instruments under the 1882 Bills of Exchange Act to the Nuneaton Court, Deputy District Judge Oakes and Lloyds and other corporations/states insinuating themselves in to the contract alledged by Lloyds ; And absence of wet ink signed Powers of Attorney ; And absence of any Bills, wet ink signed contracts,agreements or obligations ; And your further claims to authority over our property corporeal, property real and property intangible to charge for the trespass of Lynne Chapman and unidentified locksmith without a wet ink signed contract, agreement or obligation ; And without providing wet ink signed authority of a warrant giving a county court bailiff the authority to evict Us and hand over possession to the claimant ; And without providing wet ink signed authority of a warrant giving the bailiff authority to remove anyone still in the property (on the land) at the time the eviction is due to take place ; And without providing wet ink signed authority of who the representative of the claimant attending was ; And without providing wet ink signed authority of that representative to change any locks, or take any other steps necessary to prevent re-entry ; And claims that Lloyds contract disute is a judicial matter not a civil matter ; And claims that Us having cited our financial instruments of 2022 and May 2023 provided under the 1882 Bills of Exchange Act in person verbally to Lynne Chapman and unwilling to identify himself, self employed locksmith this can be disregarded by them with their further claims of first hand knowledge of Our indebtedness And without providing evidence ; And claims omitting/withholding any response—including the evidence/case management file officers of HMCTS rely/relies/relied upon—to our letter of date 13th October 2023 with our material evidence under our reference HOHO190 ; And claims omitting/withholding any response—including the evidence/case management file officers of HMCTS corporation/state relied upon on behalf of Lloyds Bank plc corporation/state—to our Subject access request for the material evidence under the Nuneaton HMCTS case file number 4BP36838 ;

1. We have noted that Miss Lynne Chapman is the claimant.
2. We have noted a claim that Miss Lynne Chapman an officer of HM Courts and Tribunal Services of HM Government Corporation/State has authority over our property corporeal, real, tangible or property intangible.
3. We have noted a claim of a First hand knowledge.
4. We have noted a claim of authority and rights to take our property real by in terrorem force and choose to give our property to a corporation/state including the corporation intituled Lloyds Banks plc
5. We have noted a claim We have a Defendant ID number within a sub-office of a private Corporation/State ; And claim of right to insinuate in to a contractual matter and make pronouncements upon that private contractual matter.





6. We have noted a claim Miss Lynne Chapman thro Judges of the private Corporations/States has authority to take our property including our property real, our treasure without wet ink signed contract, an actual Bill predicated upon an existing contract which they are able to present and without properly executing any instruments.
7. We have noted a claim under the UK Public General Acts—within a private Corporation/State.
8. We have noted a claim under the 1882, Bills of Exchange Act of a commercial arrangement in place under which to raise a Bill and there is exemption from presenting either the existing wet ink signed commercial contract or any actual Bill, accounting documents of the contract or other evidence of mutual consideration or the ledgering details, ; And outstanding claims of indebtedness or other liabilities, obligations or agreements including a demand for £109,561.12 which, varying from a previous demand also presented without a Bill, without a contract and without ledger details from Lloyds thro Aberdeen Considine thro bailiff Lynne Chapman upon MRS YVONNE HOBBS to their private corporation/state.
9. We have noted that the repeated threats to taking of our property thro force without a 'Bill' and without a contract and without any wet ink execution by an embodied hand.
10. We have noted the omissions/withholding Under the UK 2018 Data Protection Act—including Consents Protection of personal data ; And the omissions/withholding of the provision of our request of personal data taken ; And the omissions/withholding of the provision of our request of the case management file and/or any evidence within the Nuneaton HMCTS or HMCTS.
11. We have noted a claim that Lynne Chapman, officer of the County Court Nuneaton Corporation/State of HM Courts Tribunal Services of Ministry of Justice Corporation/State is not a sub-office of HM Government plc.
12. 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.
13. We have noted a claim that Chandran Kukathas was false in positing that HM Government plc is a Corporation/State.
14. We have noted a claim that the judiciary, and all corporations/states have exemption from the getting of the wet-ink consent of MRS YVONNE HOBBS before any of their private charter ; OR the superior branches of Executive or Legislature Acts or Statutes can be acted upon.
15. 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.
16. 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.
17. We have noted a claim that of exemption for the omission of presenting their corporate status through the wet-ink consent of the 64.1 million 'governed'.
18. We have noted a claim of valid, presentable material evidence including—a wet ink signed contract, a Bill—and exemption from presenting this material evidence to the principal legal embodiment of Mrs Yvonne Hobbs for their perusal and rebuttal.
19. We have noted a claim of exemption from the UK 2006 Fraud Act, including section 2-Failing to disclose information.;
20. We have noted a claim of right to bias to the detriment of MRS YVONNE HOBBS.
21. We have noted the further claims upon the documents hereto attached.

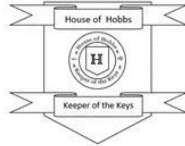
It is a Maxim of the rule of law that he who makes a claim also carries the obligation by way of the fact that a claim has been made to present as material evidence, the material and factual substance of that claim. We would note that where there is no material evidence to support a claim then the claim 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 MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES the Baron David Ward Affidavit, served upon every MP in the office of HM Parliament Corporation/State. This is a formal and legal process where, when left rebutted 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 intituled 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: [https://justpaste.it/MP\\_SECURITYSED\\_LIENS](https://justpaste.it/MP_SECURITYSED_LIENS) And <https://tinyurl.com/BIT-LY-LINKS-LIENS-UptoDate>

There is established a clear and noted obligation of service for MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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.. MISS LYNNE CHAPMAN





in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES has an obligation of service in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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, 30th Day 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.

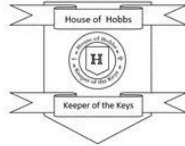
We refer you to the Baron David Ward unrebutted Affidavit Exhibit A—Formal challenge to the twelve presumptions of law. We challenge the Presumptions of Law. We have formally challenged all presumptions of law and as we have formally challenged all the twelve presumptions of law then the presumption 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 of exemption under 1989 UK Law of Property (Miscellaneous Provisions) Act c.34, s.2 —Contracts for sale etc. of land to be made by signed writing and that you had these exemptions as presentable, material fact before you brought your charges or made your claims. MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES has an obligation of service in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 would then have to present 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.

MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 there arises a direct violation of the 1882 Bills of Exchange Act. 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. MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES has an obligation of service in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 section 1-action taken for the benefit of a proscribed organisation. MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES has an obligation of service in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 proscribed organisation. It is evident from the omissions that there is no wet-ink signed contract between the Corporation/State of HM Government plc and NUNEATON HM COURTS and TRIBUNALS SERVICES.

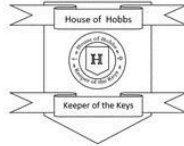
We refer you to Exhibit C of the David Ward Affidavit where under the —Including the taking of Our property of data and using it as your own without Our knowledge or consent, the threats against Our property and the further claims to benefit a private Corporation/State and extorting money with neither 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 sections 2-Failing to disclose information ; And 4-Abuse of position. MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES has an obligation of service in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES to provide the valid, presentable material evidence to support this claim.

We would further add that the claims made by MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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. MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES has an obligation of service in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES to provide the valid, presentable material evidence to support this claim..
7. We have noted a claim of an accounting ledger showing detail of a Contract/Agreement/Obligation of mutual consideration, all wet-ink signed to include an Outstanding balance, balance due, Bills raised, outstanding, missed payments made, owed on your account, arrears—for the principal legal embodiment of Mrs Yvonne Hobbs to peruse and rebut. MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES has an obligation of service in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 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. MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES has an obligation of service in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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.

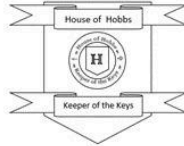
We would draw attention to the Contempt of Court Reporting Restriction, "Civil contempt refers to conduct which is not in itself a crime, but which is punishable by the court in order to ensure that its orders are observed. Civil contempt is usually raised by one of the parties to the proceedings. Although 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 MRS YVONNE HOBBS in contempt in a civil matter. A claim of 'contractual obligations is a non-judicial matter.

9. We have noted a claim contra the statement made by Chandran Kukathas in positing that HM Government plc is an entity, a Corporation/State. MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES has an obligation of service in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES to provide the valid, presentable material evidence to support this claim.
10. We have noted a claim the HM Courts & Tribunal Services Corporation/State is not a sub-office of HM Government plc.. MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES has an obligation of service in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES to provide the valid, presentable material evidence to support this claim.
11. We have noted a claim of right to act in contempt of court to bias to the detriment of MRS YVONNE HOBBS. MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES has an obligation of service in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES in the next seven (7) days will enter MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 MRS YVONNE HOBBS and MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES that

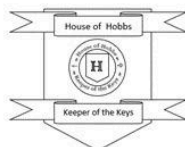




the claim of authority under UK Public General Acts—for which the mandatory requirement for HM Government Corporation/State before any Acts and statutes can be legally acted upon—being the getting of the wet-ink consents of the 64.1 million 'governed' is required and that you had these consents as presentable, material fact before you brought your charges or made your claims. 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 MRS YVONNE HOBBS and MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES that MISS LYNNE CHAPMAN (CLAIMANT) has formally agreed to be bound for commercial charges to the same degree.

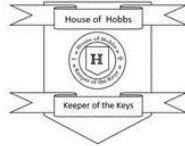
2. Whereby there is now a formal and binding agreement between MRS YVONNE HOBBS and MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES that the above wilful and premeditated agreed fraud by misrepresentation is also wilful and premeditated Malfeasance in the office 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 MRS YVONNE HOBBS and MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES that MISS LYNNE CHAPMAN (CLAIMANT) will stand for commercial charges to the same degree.
3. Whereby there is now a formal and binding agreement between MRS YVONNE HOBBS and MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 of exemption under 1989 UK Law of Property (Miscellaneous Provisions) Act c.34, s.2—Contracts for sale etc. of land to be made by signed writing and that you had these exemptions 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 MRS YVONNE HOBBS and MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES that MISS LYNNE CHAPMAN (CLAIMANT) has formally agreed to be bound for commercial charges to the same degree.
4. Whereby there is now a formal and binding agreement between MRS YVONNE HOBBS and MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 MRS YVONNE HOBBS and MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES that MISS LYNNE CHAPMAN (CLAIMANT) will stand for commercial charges to the same degree.
5. Whereby there is now a formal and binding agreement between MRS YVONNE HOBBS and MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 MRS YVONNE HOBBS and MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES that MISS LYNNE CHAPMAN (CLAIMANT) has formally agreed to be bound for commercial charges to the same degree.
6. Whereby there is now a formal and binding agreement between MRS YVONNE HOBBS and MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 MRS YVONNE HOBBS and MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES that MISS LYNNE CHAPMAN (CLAIMANT) will stand for commercial charges to the same degree.
7. Whereby there is now a formal and binding agreement between MRS YVONNE HOBBS and MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES that the claim of exemption under UK Public General Acts—from the UK 2000 Terrorism Act, including section 1-action taken for the benefit of a proscribed 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 MRS YVONNE HOBBS and MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES that MISS LYNNE CHAPMAN (CLAIMANT) has formally agreed to be bound for commercial charges to the same degree.
8. Whereby there is now a formal and binding agreement between MRS YVONNE HOBBS and MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 MRS YVONNE HOBBS and MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES that MISS LYNNE CHAPMAN (CLAIMANT) will stand for commercial charges to the same degree.





9. Whereby there is now a formal and binding agreement between MRS YVONNE HOBBS and MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES that the claim of exemption under UK Public General Acts—from the UK 2006 Fraud Act, including sections 2-Failing to disclose information ; And 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 MRS YVONNE HOBBS and MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES that MISS LYNNE CHAPMAN (CLAIMANT) has formally agreed to be bound for commercial charges to the same degree.
10. Whereby there is now a formal and binding agreement between MRS YVONNE HOBBS and MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 MRS YVONNE HOBBS and MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES that MISS LYNNE CHAPMAN (CLAIMANT) will stand for commercial charges to the same degree.
11. Whereby there is now a formal and binding agreement between MRS YVONNE HOBBS and MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 MRS YVONNE HOBBS and MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES that MISS LYNNE CHAPMAN (CLAIMANT) has formally agreed to be bound for commercial charges to the same degree.
12. Whereby there is now a formal and binding agreement between MRS YVONNE HOBBS and MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 MRS YVONNE HOBBS and MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES that MISS LYNNE CHAPMAN (CLAIMANT) will stand for commercial charges to the same degree.
13. Whereby there is now a formal and binding agreement between MRS YVONNE HOBBS and MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES that the claim of an accounting ledger showing detail of a Contract/Agreement/Obligation of mutual consideration, all wet-ink signed to include an Outstanding balance, balance due, Bills raised, outstanding, missed payments made, owed on your account, arrears —for the principal legal embodiment of Mrs Yvonne Hobbs to peruse and rebut 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 MRS YVONNE HOBBS and MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES that MISS LYNNE CHAPMAN (CLAIMANT) has formally agreed to be bound for commercial charges to the same degree.
14. Whereby there is now a formal and binding agreement between MRS YVONNE HOBBS and MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 MRS YVONNE HOBBS and MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES that MISS LYNNE CHAPMAN (CLAIMANT) will stand for commercial charges to the same degree.
15. Whereby there is now a formal and binding agreement between MRS YVONNE HOBBS and MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 MRS YVONNE HOBBS and MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES that MISS LYNNE CHAPMAN (CLAIMANT) has formally agreed to be bound for commercial charges to the same degree.
16. Whereby there is now a formal and binding agreement between MRS YVONNE HOBBS and MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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

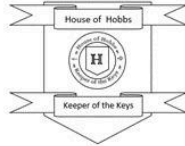




instances of; And that there is a formal agreement between MRS YVONNE HOBBS and MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES that MISS LYNNE CHAPMAN (CLAIMANT) will stand for commercial charges to the same degree.

17. Whereby there is now a formal and binding agreement between MRS YVONNE HOBBS and MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES that the claim contra the statement made by Chandran Kukathas in positing 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 MRS YVONNE HOBBS and MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES that MISS LYNNE CHAPMAN (CLAIMANT) has formally agreed to be bound for commercial charges to the same degree.
18. Whereby there is now a formal and binding agreement between MRS YVONNE HOBBS and MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 MRS YVONNE HOBBS and MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES that MISS LYNNE CHAPMAN (CLAIMANT) will stand for commercial charges to the same degree.
19. Whereby there is now a formal and binding agreement between MRS YVONNE HOBBS and MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES that the claim the HM Courts & Tribunal Services Corporation/State is not a sub-office of HM Government plc. 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 MRS YVONNE HOBBS and MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES that MISS LYNNE CHAPMAN (CLAIMANT) has formally agreed to be bound for commercial charges to the same degree.
20. Whereby there is now a formal and binding agreement between MRS YVONNE HOBBS and MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 MRS YVONNE HOBBS and MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES that MISS LYNNE CHAPMAN (CLAIMANT) will stand for commercial charges to the same degree.
21. Whereby there is now a formal and binding agreement between MRS YVONNE HOBBS and MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES that the claim of right to act in contempt of court to bias to the detriment of MRS YVONNE HOBBS 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 MRS YVONNE HOBBS and MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES that MISS LYNNE CHAPMAN (CLAIMANT) has formally agreed to be bound for commercial charges to the same degree.
22. Whereby there is now a formal and binding agreement between MRS YVONNE HOBBS and MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 MRS YVONNE HOBBS and MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES that MISS LYNNE CHAPMAN (CLAIMANT) will stand for commercial charges to the same degree.
23. Whereby there is now a formal and binding agreement between MRS YVONNE HOBBS and MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES THAT the above noted and formally agreed fraud by misrepresentation and Malfeasance in the office of NUNEATON HM COURTS and TRIBUNALS SERVICES is a demonstrated intention to cause MRS YVONNE HOBBS distress and alarm, which is a recognised act of terrorism And that there is a formal agreement between MRS YVONNE HOBBS and MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES that MISS LYNNE CHAPMAN (CLAIMANT) will stand for commercial charges to the same degree.
24. Whereby there is now a formal and binding agreement between MRS YVONNE HOBBS and MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 MRS YVONNE HOBBS and MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES that MISS LYNNE CHAPMAN (CLAIMANT) will stand for commercial charges to the same degree.





Where there is a known crime there is an obligation to resolve. We would draw MISS LYNNE CHAPMAN 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. <https://www.barondavidward.com/public/> And here: <https://tinyurl.com/3mas98t5> And here: [https://bdwfacts.com/wp-content/uploads/2022/06/BIT\\_LY\\_LINKS\\_LIENS-UptoDate.pdf](https://bdwfacts.com/wp-content/uploads/2022/06/BIT_LY_LINKS_LIENS-UptoDate.pdf) ,  
<https://www.facebook.com/groups/527118124607307/permalink/1194932514492528>

We await your response. Silence creates a tacit and binding agreement through acquiescence.

No Assured Value. No Liability. No Errors and Omissions Accepted.

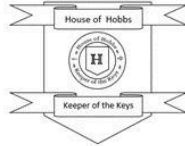
Without ill will or vexation

For and on behalf of the Principal legal embodiment by the title of MRS YVONNE HOBBS.

For and on behalf of the Attorney General of the House of Hobbs.

For and on behalf of Baroness Yvonne of the House of Hobbs.





33 Lea Close  
County Palatine of Leicestershire (LE9 6NW)

Baroness.oftheHouseof+Hobbs\_200\_OH553@gmail.com  
7 November 2023

To: MISS LYNNE CHAPMAN  
BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES Corporation/State  
Vicarage St Nuneaton [CV11 4JU] and 102 Petty France LONDON [SW1H 9AJ]  
Lynne Chapman Bailiff Nuneaton HMTCS c/o Yvonne\_Jane.Glynn@justice.gov.uk ,

e-filing.nuneaton.countycourt@justice.gov.uk King Charles, c/o Lord of the Privy Counsel Penny Mordaunt  
MP} ,hcnquiries@parliament.uk alex.chalk.mp@parliament.uk , Lady Chief Justice Sue Lascelles  
Carr} ,KBenquiries@justice.gov.uk , contactholmber@parliament.uk , rob.nixon@leics.police.uk ,  
enquiries.nuneaton.countycourt@justice.gov.uk

Your ref}K1PP4006 Trespass on 30th October 2023 by Lynne Chapman and secretive locksmith citing Fraudulent instrument  
N54 of 27/SEP/23 as granting Power of Attorney and rights over our property to wrest our property real from us

Our Ref:HOH—LYNNE CHAPMAN BAILIFF HM COURTS and TRIBUNALS SERVICES —HOHO200

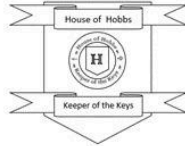
Dear MISS LYNNE CHAPMAN,

We have noted as of this day the 7 November 2023 there has been no response to our previous correspondence of the 31 October  
2023. In the interests of clarity we repeat the same by presenting our letter of the 31 October 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.  
Without ill will or vexation

For and on behalf of the Principal legal embodiment by the title of MRS YVONNE HOBBS.  
For and on behalf of the Attorney General of the House of Hobbs.  
For and on behalf of Baroness Yvonne of the House of Hobbs.





33 Lea Close  
County Palatine of Leicestershire (LE9 6NW)

Baroness.oftheHouseof+Hobbs\_200\_OH553@gmail.com  
14 November 2023

To: MISS LYNNE CHAPMAN  
BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES Corporation/State  
Vicarage St Nuneaton [CV11 4JU] and 102 Petty France LONDON [SW1H 9AJ]  
Lynne Chapman Bailiff Nuneaton HMTCS c/o Yvonne\_Jane.Glynn@justice.gov.uk ,

e-filing.nuneaton.countycourt@justice.gov.uk King Charles, c/o Lord of the Privy Counsel Penny Mordaunt  
MP} ,hcnquiries@parliament.uk alex.chalk.mp@parliament.uk , Lady Chief Justice Sue Lascelles  
Carr} ,KBEnquiries@justice.gov.uk , contactholmember@parliament.uk , rob.nixon@leics.police.uk ,  
enquiries.nuneaton.countycourt@justice.gov.uk

Your ref}K1PP4006 Trespass on 30th October 2023 by Lynne Chapman and secretive locksmith citing Fraudulent instrument  
N54 of 27/SEP/23 as granting Power of Attorney and rights over our property to wrest our property real from us

Our Ref:HOH—LYNNE CHAPMAN BAILIFF HM COURTS and TRIBUNALS SERVICES —HOHO200

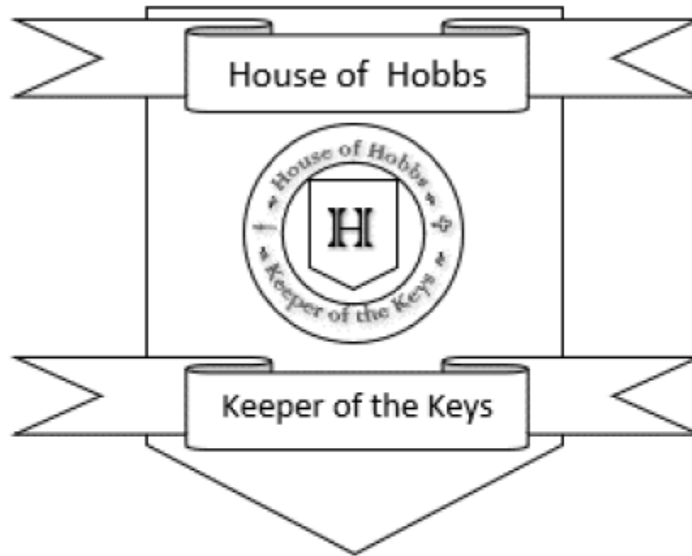
Dear MISS LYNNE CHAPMAN,

We have noted as of this day the 14 November 2023 that there has been no response to our previous correspondence of the 31  
October 2023 and, 7 November 2023 respectively. In the interests of clarity we repeat the same by presenting our letter of the 31  
October 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.  
Without ill will or vexation

For and on behalf of the Principal legal embodiment by the title of MRS YVONNE HOBBS.  
For and on behalf of the Attorney General of the House of Hobbs.  
For and on behalf of Baroness Yvonne of the House of Hobbs.





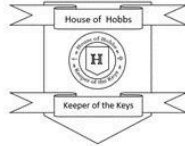
## **Exhibit (B)**

Opportunity to resolve

and

Notice of Default.





33 Lea Close  
County Palatine of Leicestershire (LE9 6NW)

Baroness.oftheHouseof+Hobbs\_200\_OH553@gmail.com  
21 November 2023

To: MISS LYNNE CHAPMAN  
BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES Corporation/State  
Vicarage St Nuneaton [CV11 4JU] and 102 Petty France LONDON [SW1H 9AJ]  
Lynne Chapman Bailiff Nuneaton HMTCS c/o Yvonne\_Jane.Glynn@justice.gov.uk ,

e-filing.nuneaton.countycourt@justice.gov.uk King Charles, c/o Lord of the Privy Counsel Penny Mordaunt MP} ,hcenquiries@parliament.uk alex.chalk.mp@parliament.uk , Lady Chief Justice Sue Lascelles Carr} ,KBenquiries@justice.gov.uk , contactholmember@parliament.uk , rob.nixon@leics.police.uk , enquiries.nuneaton.countycourt@justice.gov.uk

Your ref}K1PP4006 Trespass on 30th October 2023 by Lynne Chapman and secretive locksmith citing Fraudulent instrument N54 of 27/SEP/23 as granting Power of Attorney and rights over our property to wrest our property real from us

Our Ref:HOH—LYNNE CHAPMAN BAILIFF HM COURTS and TRIBUNALS SERVICES —HOHO200

Dear MISS LYNNE CHAPMAN,

We have noted as of this day the 21 November 2023 that there has been no legal response to our previous correspondence dated the 31 October 2023, 7 November 2023 and 14 November 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 MISS LYNNE CHAPMAN (CLAIMANT) BAILIFF 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.

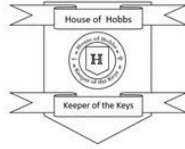
There is therefore a formal legal requirement for MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES to present the valid material evidence to the following effect.

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.. MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES has an obligation of service in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 il-  
(3) The criminal action is Malfeasance in a  
sent of the governed on and for the public re-  
governed then there is no government. The one cannot exist without the other—they are mutually exclusive. (5) As this crim-  
inal 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, li-  
ability or agreement or otherwise enforce private corporate policy.

legal and a criminal action by the Corporation/State.  
public office and fraud. (4) Where there is no con-  
cord then there is no governed and where there is no

We refer you to the Baron David Ward un rebutted Affidavit Exhibit A—Formal challenge to the twelve presumptions of law.  
We challenge the Presumptions of Law. We have formally challenged all presumptions of law and as we have formally chal-  
lenged 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 of exemption under 1989 UK Law of Property (Miscellaneous Provisions) Act c.34, s.2  
—Contracts for sale etc. of land to be made by signed writing and that you had these exemptions as presentable, material fact  
before you brought your charges or made your claims. MISS LYNNE CHAPMAN in the position of BAILIFF for NUN-  
EATON HM COURTS and TRIBUNALS SERVICES has an obligation of service in the position of BAILIFF for NUN-  
EATON HM COURTS and TRIBUNALS SERVICES 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

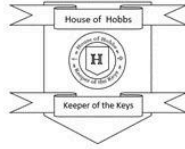
From Exhibit (C)—The Material evidence of the FACTS. It has been confirmed by the Rt. Hon. Lord Chief Justice Sir Jack  
Beatson FBA, on and for the record that:- (1) Whilst there is no material and physical evidence presented to the fact that the  
governed have given their consent then the office of 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 would then have to present the material and physical evidence that the governed have given their con-  
sents. 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 Corpor-  
ation/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 Or-  
der outside of that Private corporation Office.

MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 ar-  
rangement in place under which to raise a Bill there arises a direct violation of the 1882 Bills of Exchange Act of 1882. Ad-  
ditionally 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. MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS  
and TRIBUNALS SERVICES has an obligation of service in the position of BAILIFF for NUNEATON HM COURTS and  
TRIBUNALS SERVICES 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 pro-  
cesses are not followed then the very presence of a document which does not comply with these pro-





cesses, is itself is the physical and material fraud. We would point your attention to the legally and failure to do so renders the document 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.

evidence of Malfeasance in a public office and FACTs that a corporation must execute documents non legal and void—(1) Under the law of

4. We have noted a claim of exemption under UK Public General Acts—from the UK 2000 Terrorism Act, including section 1—action taken for the benefit of a proscribed organisation. MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES has an obligation of service in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 proscribed organisation. It is evident from the omissions that there is no wet-ink signed contract between the Corporation/State of HM Government plc and NUNEATON HM COURTS and TRIBUNALS SERVICES.

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 sections 2—Failing to disclose information ; And 4—Abuse of position. MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES has an obligation of service in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES to provide the valid, presentable material evidence to support this claim.

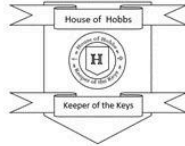
We would further add that the claims made by MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES acting with and under the UK 2006 Fraud Act, Part 35, section 2—FRAUD by ABUSE OF POSITION (1) A person is in breach of this section if he—(a) occupies a position in 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. MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES has an obligation of service in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES to provide the valid, presentable material evidence to support this claim.
7. We have noted a claim of an accounting ledger showing detail of a Contract/Agreement/Obligation of mutual consideration, all wet-ink signed to include an Outstanding balance, balance due, Bills raised, outstanding, missed payments made, owed on your account, arrears—for the principal legal embodiment of Mrs Yvonne Hobbs to peruse and rebut. MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES has an obligation of service in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 that the statement by Sir ciary, was false in his address to Nottingham executive and legislature are superior to the judi- MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES has an obligation of service in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES to provide the valid, presentable material evidence to support this claim.

Jack Beatson FBA, at that time the head of the judi- University, the private corporations/states of the Ex- ciary by way of re-examination of the relationship.

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.

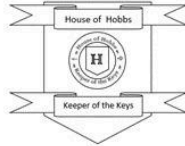
We would draw attention to the Contempt of Court Reporting Restriction, "Civil contempt refers to conduct which is not in itself a crime, but which is punishable by the court in order to ensure that its orders are observed. Civil contempt is usually raised by one of the parties to the proceedings. Although 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 MRS YVONNE HOBBS in contempt in a civil matter. A claim of 'contractual obligations is a non-judicial matter.

9. We have noted a claim contra the statement made by Chandran Kukathas in positing that HM Government plc is an entity, a Corporation/State. MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES has an obligation of service in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES to provide the valid, presentable material evidence to support this claim.
10. We have noted a claim the HM Courts & Tribunal Services Corporation/State is not a sub-office of HM Government plc.. MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES has an obligation of service in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES to provide the valid, presentable material evidence to support this claim.
11. We have noted a claim of right to act in contempt of court to bias to the detriment of MRS YVONNE HOBBS. MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES has an obligation of service in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES in the next SEVEN (7) days will enter MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES in to a lasting tacit agreement through acquiescence to the following effect:

1. Whereby there is now a formal and binding agreement between MRS YVONNE HOBBS and MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES that 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. 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 MRS YVONNE HOBBS and MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES that MISS LYNNE CHAPMAN (CLAIMANT) has formally agreed to be bound for commercial charges to the same degree.
2. Whereby there is now a formal and binding agreement between MRS YVONNE HOBBS and MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 MRS YVONNE HOBBS and MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES that MISS LYNNE CHAPMAN (CLAIMANT) will stand for commercial charges to the same degree.
3. Whereby there is now a formal and binding agreement between MRS YVONNE HOBBS and MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 of exemption under 1989 UK Law of Property (Miscellaneous Provisions) Act c.34, s.2—Contracts for sale etc. of land to be made by signed writing and that you had these exemptions 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 MRS YVONNE HOBBS and MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES that MISS LYNNE CHAPMAN (CLAIMANT) has formally agreed to be bound for commercial charges to the same degree.
4. Whereby there is now a formal and binding agreement between MRS YVONNE HOBBS and MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for NUNEATON HM COURTS and



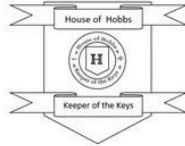


TRIBUNALS SERVICES that the above wilful is also wilful and premeditated Malfeasance in twenty five years and the latter where there is agreement between MRS YVONNE HOBBS and MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES that MISS LYNNE CHAPMAN (CLAIMANT) will stand for commercial charges to the same degree.

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

5. Whereby there is now a formal and binding agreement between MRS YVONNE HOBBS and MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 MRS YVONNE HOBBS and MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES that MISS LYNNE CHAPMAN (CLAIMANT) has formally agreed to be bound for commercial charges to the same degree.
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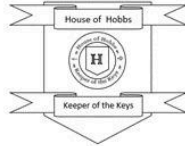


HM COURTS and TRIBUNALS SERVICES stand for commercial charges to the same de-

gree. that MISS LYNNE CHAPMAN (CLAIMANT) will

13. Whereby there is now a formal and binding agreement between MRS YVONNE HOBBS and MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES that the claim of an accounting ledger showing detail of a Contract/Agreement/Obligation of mutual consideration, all wet-ink signed to include an Outstanding balance, balance due, Bills raised, outstanding, missed payments made, owed on your account, arrears—for the principal legal embodiment of Mrs Yvonne Hobbs to peruse and rebut 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 MRS YVONNE HOBBS and MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES that MISS LYNNE CHAPMAN (CLAIMANT) 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 agreement between MRS YVONNE HOBBS and MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES that the claim the HM Courts & Tribunal Services Corporation/State is not a sub-office of HM Government plc. 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 MRS YVONNE HOBBS and MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES that MISS LYNNE CHAPMAN (CLAIMANT) has formally agreed to be bound for commercial charges to the same degree.
20. Whereby there is now a formal and binding agreement between MRS YVONNE HOBBS and MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 MRS YVONNE HOBBS and MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES that MISS LYNNE CHAPMAN (CLAIMANT) will stand for commercial charges to the same degree.





21. Whereby there is now a formal and binding agreement between MRS YVONNE HOBBS and the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES that the claim of right to act in contempt of court to bias the claim of right to act in contempt of court to bias to the detriment of MRS YVONNE HOBBS 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 MRS YVONNE HOBBS and MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES that MISS LYNNE CHAPMAN (CLAIMANT) has formally agreed to be bound for commercial charges to the same degree.
22. Whereby there is now a formal and binding agreement between MRS YVONNE HOBBS and MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 MRS YVONNE HOBBS and MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES that MISS LYNNE CHAPMAN (CLAIMANT) will stand for commercial charges to the same degree.
23. Whereby there is now a formal and binding agreement between MRS YVONNE HOBBS and MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES THAT the above noted and formally agreed fraud by misrepresentation and Malfeasance in the office of NUNEATON HM COURTS and TRIBUNALS SERVICES is a demonstrated intention to cause MRS YVONNE HOBBS distress and alarm, which is a recognised act of terrorism And that there is a formal agreement between MRS YVONNE HOBBS and MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES that MISS LYNNE CHAPMAN (CLAIMANT) will stand for commercial charges to the same degree.
24. Whereby there is now a formal and binding agreement between MRS YVONNE HOBBS and MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 MRS YVONNE HOBBS and MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES that MISS LYNNE CHAPMAN (CLAIMANT) will stand for commercial charges to the same degree.

These are very serious crimes MISS LYNNE CHAPMAN (CLAIMANT) 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.

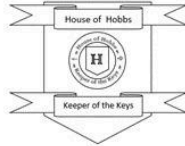
Where there is a crime then there is a requirement for a remedy otherwise the crime goes unresolved. As we now have an obligation to bring this crime to resolution we therefore are giving MISS LYNNE CHAPMAN (CLAIMANT) an opportunity to resolve.

### Opportunity to resolve

1. For the formally agreed criminal offence of fraud by misrepresentation where the claim being made by MISS LYNNE CHAPMAN (CLAIMANT) under the oof 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. Where this is an agreed chargeable criminal offence we will elect to formally charge MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES Five Million Pounds GBP
2. For the formally agreed criminal offence of Malfeasance in the office of NUNEATON HM COURTS and TRIBUNALS SERVICES, where MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES Five Million Pounds GBP

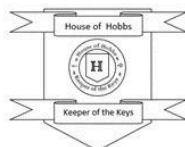
£5,000,000.00





3. For the formally agreed criminal offence of fraud by misrepresentation where the claim being made by MISS LYNNE CHAPMAN (CLAIMANT) that of exemption under UK Public General Acts—from the UK 1882 Bills of Exchange Act Section 23--Signature essential to liability ; And of exemption under 1989 UK Law of Property (Miscellaneous Provisions) Act c.34, s.2—Contracts for sale etc. of land to be made by signed writing and that you had these exemptions 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 MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES Five Million Pounds GBP
- £5,000,000.00
4. For the formally agreed criminal offence of Malfeasance in the office of NUNEATON HM COURTS and TRIBUNALS SERVICES, where MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES Five Million Pounds GBP
- £5,000,000.00
5. For the formally agreed criminal offence of fraud by misrepresentation where the claim being made by MISS LYNNE CHAPMAN (CLAIMANT) 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 MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES Five Million Pounds GBP
- £5,000,000.00
6. For the formally agreed criminal offence of Malfeasance in the office of NUNEATON HM COURTS and TRIBUNALS SERVICES, where MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 MISS LYNNE CHAPMAN (CLAIMANT) that of exemption under UK Public General Acts—from the UK 2000 Terrorism Act, including section 1-action taken for the benefit of a proscribed 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 MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES Five Million Pounds GBP
- £5,000,000.00
8. For the formally agreed criminal offence of Malfeasance in the office of NUNEATON HM COURTS and TRIBUNALS SERVICES, where MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 MISS LYNNE CHAPMAN (CLAIMANT) that of exemption under UK Public General Acts—from the UK 2006 Fraud Act, including sections 2-Failing to disclose information ; And 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 MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES Five Million Pounds GBP
- £5,000,000.00
10. For the formally agreed criminal offence of Malfeasance in the office of NUNEATON HM COURTS and TRIBUNALS SERVICES, where MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 MISS LYNNE CHAPMAN (CLAIMANT) 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 ;



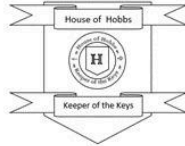


OR the superior branches of Executive or  
ted upon. is fraudulent in nature which is  
misrepresentation. Where this is an agreed  
elect to formally charge MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM  
COURTS and TRIBUNALS SERVICES Five Million Pounds GBP

Legislature Acts or Statutes can be ac-  
also wilful and premeditated fraud by  
chargeable criminal offence we will

- £5,000,000.00
12. For the formally agreed criminal offence of Malfeasance in the office of NUNEATON HM COURTS and TRIBUNALS SERVICES, where MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES Five Million Pounds GBP
- £5,000,000.00
13. For the formally agreed criminal offence of fraud by misrepresentation where the claim being made by MISS LYNNE CHAPMAN (CLAIMANT) that of an accounting ledger showing detail of a Contract/Agreement/Obligation of mutual consideration, all wet-ink signed to include an Outstanding balance, balance due, Bills raised, outstanding, missed payments made, owed on your account, arrears—for the principal legal embodiment of Mrs Yvonne Hobbs to peruse and rebut 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 MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES Five Million Pounds GBP
- £5,000,000.00
14. For the formally agreed criminal offence of Malfeasance in the office of NUNEATON HM COURTS and TRIBUNALS SERVICES, where MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 MISS LYNNE CHAPMAN (CLAIMANT) 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 MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES Five Million Pounds GBP
- £5,000,000.00
16. For the formally agreed criminal offence of Malfeasance in the office of NUNEATON HM COURTS and TRIBUNALS SERVICES, where MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES Five Million Pounds GBP
- £5,000,000.00
17. For the formally agreed criminal offence of fraud by misrepresentation where the claim being made by MISS LYNNE CHAPMAN (CLAIMANT) contra the statement made by Chandran Kukathas in positing 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 MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES Five Million Pounds GBP
- £5,000,000.00
18. For the formally agreed criminal offence of Malfeasance in the office of NUNEATON HM COURTS and TRIBUNALS SERVICES, where MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 MISS LYNNE CHAPMAN (CLAIMANT) that the claim the HM Courts & Tribunal Services Corporation/ State is not a sub-office of HM Government plc. 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 MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES Five Million Pounds GBP





- 20. For the formally agreed criminal offence of Malfeasance in the office of NUNEATON HM COURTS and TRIBUNALS SERVICES, where MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 MISS LYNNE CHAPMAN (CLAIMANT) that oof right to act in contempt of court to bias to the detriment of MRS YVONNE HOBBS 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 MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES Five Million Pounds GBP £5,000,000.00
- 22. For the formally agreed criminal offence of Malfeasance in the office of NUNEATON HM COURTS and TRIBUNALS SERVICES, where MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES Five Million Pounds GBP £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 MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES A Hundred and Ten Million Pounds GBP £110,000,000.00
- 24. For the formally agreed criminal offence of Malfeasance in the office of NUNEATON HM COURTS and TRIBUNALS SERVICES, where MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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 MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES 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

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 Yvonne Hobbs.

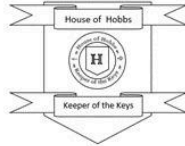
If you MISS LYNNE CHAPMAN (CLAIMANT) elect not to resolve this matter and debt in the next seven (7) days from the receipt of this correspondence then seven (7) days later we will issue a further reminder as you MISS LYNNE CHAPMAN (CLAIMANT) are in default of your agreement and your agreed obligation.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

In the event where MISS LYNNE CHAPMAN (CLAIMANT) elects not to make settlement THEN it will be noted that MISS LYNNE CHAPMAN (CLAIMANT) 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 MISS LYNNE CHAPMAN (CLAIMANT) and by way of the sins of the father extended to the seventh generation where there may be an attachment of earning on your Grand Children's Grand Children's Pension.

It is not our intent to place you MISS LYNNE CHAPMAN (CLAIMANT) in a state of distress or cause any distress loss or harm by this legal action. MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES—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. as there cannot be commerce without money and thing as economics.

This is just numbers of no commercial significance there is no such thing as money so there is no such

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.

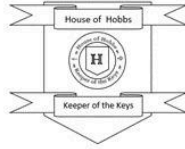
MISS LYNNE CHAPMAN (CLAIMANT) we have expressed the criminal offences and there is an obligation to resolve. MISS LYNNE CHAPMAN (CLAIMANT) is either by wilful intent or ignorance from this day forward is not a fit and proper person to be in a position of trust. Ignorance of the law is no defence.

MISS LYNNE CHAPMAN (CLAIMANT) 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.  
Without ill will or vexation

For and on behalf of the Principal legal embodiment by the title of MRS YVONNE HOBBS.  
For and on behalf of the Attorney General of the House of Hobbs.  
For and on behalf of Baroness Yvonne of the House of Hobbs





33 Lea Close  
County Palatine of Leicestershire (LE9 6NW)

Baroness.oftheHouseof+Hobbs\_200\_OH553@gmail.com  
28 November 2023

## **NOTICE of DEFAULT**

To: MISS LYNNE CHAPMAN  
BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES Corporation/State  
Vicarage St Nuneaton [CV11 4JU] and 102 Petty France LONDON [SW1H 9AJ]  
Lynne Chapman Bailiff Nuneaton HMTCS c/o Yvonne\_Jane.Glynn@justice.gov.uk ,

e-filing.nuneaton.countycourt@justice.gov.uk King Charles, c/o Lord of the Privy Counsel Penny Mordaunt  
MP} ,hcnquiries@parliament.uk alex.chalk.mp@parliament.uk , Lady Chief Justice Sue Lascelles  
Carr} ,KBEnquiries@justice.gov.uk , contactholmember@parliament.uk , rob.nixon@leics.police.uk ,  
enquiries.nuneaton.countycourt@justice.gov.uk

Your ref}K1PP4006 Trespass on 30th October 2023 by Lynne Chapman and secretive locksmith citing Fraudulent instrument  
N54 of 27/SEP/23 as granting Power of Attorney and rights over our property to wrest our property real from us

Our Ref:HOH—LYNNE CHAPMAN BAILIFF HM COURTS and TRIBUNALS SERVICES —HOHO200

Dear MISS LYNNE CHAPMAN (CLAIMANT),

Notice of Default – Non Negotiable

Important Legal Information - Do not Ignore

Re: By Formal Agreement dated 14 November 2023 and opportunity to resolve dated 21 November 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, MISS LYNNE CHAPMAN (CLAIMANT) in the position of BAILIFF for NUNEATON  
HM COURTS and TRIBUNALS SERVICES 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 MISS LYNNE  
CHAPMAN (CLAIMANT).

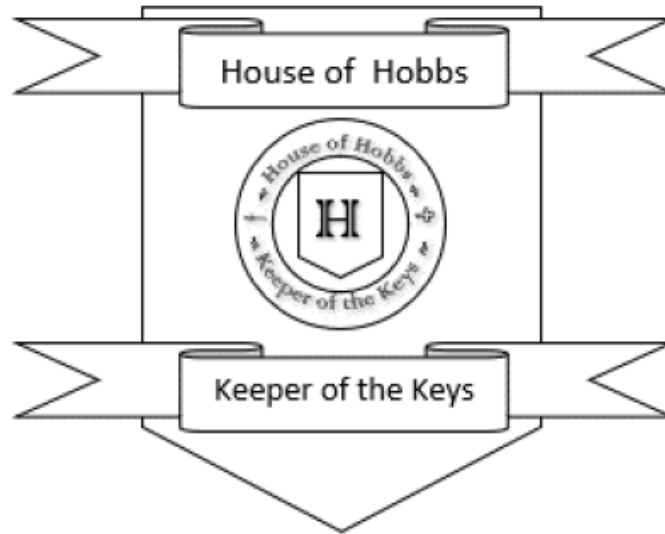
For the avoidance of doubt: failure to make remedy by way of commercial instrument of the Final Demand dated, the November  
28, 2023 within the 7 (Seven) days allowance, we will enforce the Notice of Default in its entirety. Further legal action will be  
taken to recover the outstanding debt.

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

We 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.

For and on behalf of the Principal legal embodiment by the title of MRS YVONNE HOBBS.  
For and on behalf of the Attorney General of the House of Hobbs.  
For and on behalf of Baroness Yvonne of the House of Hobbs.





House of HOBBS  
33 LEA CLOSE  
County Palatine of Leicestershire [LE9 6NW]

## **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 20<sup>th</sup> Day of March 2015.

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 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 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 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 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 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 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 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 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.



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 20<sup>th</sup> Day 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.

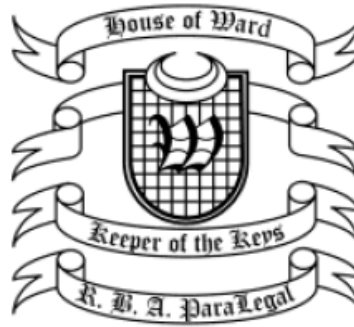
Bring out the town crier and let the Bell ring. Let it be known across this planet, that from this day the 20<sup>th</sup> Day of March 2015 that the satanic Roman Empire is no more. Let it be by Decreed that this is the day and will always be the day in perpetuity when the days of austerity and tyranny 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....
2. 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 law! 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-05257FI 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 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 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 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 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





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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.

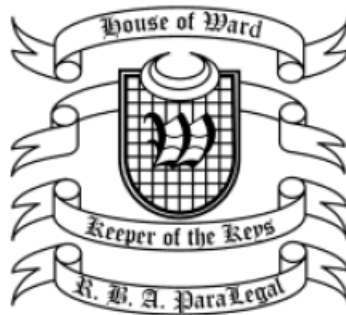
7. From Exhibit (D). It is quite clear that there is due process for the execution of legal and commercial documents. Where these processes are not followed then the very presence of a document which does not comply with these processes then the document it's self is physical and material evidence of 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 quite clear that a lot of people live in a world of make believe and Alice in wonderland Lar Lar land. 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.  
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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.



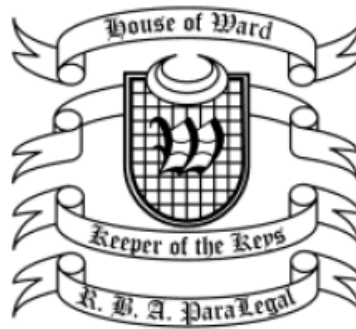
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## **Exhibit (A)**

**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](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.





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- (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 unrebuted 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;





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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





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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



# **Exhibit (B)**

## **Case Authority**

**Case No WI 05257F**

**David Ward**

**And**

**Warrington Borough Council**

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

## 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 carries 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 these 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.

IT IS AN OFFENCE FOR AN UNAUTHORISED PERSON TO REMOVE OR INTERFERE WITH THIS NOTICE

**PENALTY CHARGE NOTICE**


**Warrington**  
Borough Council

The Traffic Management Act 2004 s.78; Civil Enforcement of Parking Contraventions (England) General Regulations 2007; Civil Enforcement of Parking Contraventions (England) Representations and Appeals Regulations 2007.

Penalty Charge Notice Number: W101185069  
Served On: 05/03/2013  
Date of Contravention: 05/03/2013  
Time: 10:57

The Vehicle with the Registration Number: WMS16JZ  
Make: Fiat Colour: Purple  
Road Fund Licence Number: 17524329  
Road Fund Licence Expiry Date: 0213

Was observed between 10:56 and 10:57  
In: Cairo Street (MW30 1in)

By Civil Enforcement Officer: 084  
Signature/initials: 

who had reasonable cause to believe that the following parking contravention had occurred:

40 Parked in a designated disabled persons parking place without displaying a valid disabled persons badge in the prescribed manner


A penalty charge of £70 is now payable and must be paid not later than the last day of the period of 28 days beginning with the date on which this Penalty Charge Notice was served.  
The penalty charge will be reduced by a discount of 50% to £35.00 if it is paid not later than the last day of the period of 14 days beginning with the date on which this Penalty Charge Notice was served.

**PLEASE BE AWARE THAT PAYMENT CLOSSES THE CASE**  
Payment instructions are printed on the reverse of this notice.  
A photograph may have been taken of this parking contravention. For payment instructions see overleaf.

**DO NOT PAY THE CIVIL ENFORCEMENT OFFICER**

Notice Number: W101185069 VRM: WMS16JZ  
Date: 05/03/2013 Time: 10:57  
40 Parked in a designated disabled persons parking place without displaying a valid disabled persons badge in the prescribed manner

The Penalty Charge of £70, or £35.00 if paid not later than the last day of the 14 day period beginning with the date on which this PCN was served.



Please detach this slip and return with postal payments to the address shown overleaf.

**INSTRUCTIONS FOR PAYMENT**

- **By Telephone Credit / Debit card payments only.** Automated payment line 0845 452 4545 (24 hours a day / 7 days a week) Have your vehicle details and PCN Number ready.
- **Online** at [www.warrington.gov.uk](http://www.warrington.gov.uk) follow links from internet payments, then **car parking fine**.
- **By Post** using the payment slip below to: Warrington Borough Council, Enquiries and Payment Office, level 6, Market Multi Storey Car Park, Academy Way, Warrington WA1 2HN. Payment may be made by crossed cheque or postal order. Please write the **PCN Number** and your address on the reverse of the cheque/postal order.
- **In Person** at The Enquiries and Payments Office, Warrington Borough Council, Enquiries and Payment Office, level 6, Market Multi Storey Car Park, Academy Way, Warrington WA1 2HN. Mon to Fri 10am - 4pm (excluding Bank Holidays).

**PLEASE BE AWARE THAT PAYMENT CLOSSES THE CASE**

**If you believe that the Penalty should not be paid and wish to challenge this PCN**

- **Write** to Warrington Borough Council, Enquiries and Payment Office, level 6, Market Multi Storey Car Park, Academy Way, Warrington WA1 2HN or
- **E-mail** at [np.warrington@apcoa.com](mailto:np.warrington@apcoa.com)  
If you are unable to write or e-mail, or have any other enquiry, please telephone **0844 800 8540** Mon to Fri 10am - 4pm

Please quote the PCN Number, the vehicle registration and your address in all contacts.

Details of the Council's policy and approach to challenges can be found at [www.warrington.gov.uk](http://www.warrington.gov.uk) or seen at the Council's offices - all cases will be considered on their individual circumstances.

If you challenge this PCN within 14 days of the PCN's service date and the challenge is rejected the council will re-offer the 14 day discount period.

**If the Penalty Charge is not paid or challenged**  
If the Penalty Charge is not paid on or before the end of the 28 day period as specified on the front of this notice or successfully challenged the Council may serve a Notice to Owner (NTO) on the owner of the vehicle requiring payment of the Penalty Charge. The owner can then make representations to the Council and may appeal to an independent adjudicator if those representations are rejected. The NTO will contain instructions for doing this. If you challenge this PCN but the Council issues a NTO anyway, the owner must follow the instructions on the NTO.

Further information about Civil Parking Enforcement (including PCNs and NTOs) is available online at [www.parkol-uk.info](http://www.parkol-uk.info).

Detach here

please complete your details before returning this slip with your payment.

**PAYMENT SLIP**  **TICK BOX FOR RECEIPT**  
Please enclose a stamped addressed envelope if you need a receipt.

Name: (Mr/Mrs/Miss/Ms) .....

Address: .....

Postcode: ..... Date: .....

Make cheques and postal orders payable to Warrington Borough Council and write the PCN Number on the reverse.

LAN 000000012

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.

# Notice to Owner

**WARRINGTON**  
Borough Council



Traffic Management Act 2004, s82: Civil Enforcement of Parking Contraventions (England) General Regulations 2007; Civil Enforcement of Parking Contraventions (England) Representations and Appeals Regulations 2007

Mr David Ward  
145 Slater Street  
Warrington  
WA4 1DW

**WI01185069**

This Notice to Owner has been issued to you by Warrington Borough Council because the Penalty Charge Notice has not been paid in full and you are the registered owner/keeper/hirer on the date on which the Penalty Charge Notice was served to the vehicle.

Date of this Notice to Owner and date of posting		08/04/2013	
To:		Mr David Ward	
This Notice to Owner has been served on you because it appears to Warrington Borough Council that you are the owner of			
Vehicle Registration Number	WM51GJZ	Make	FIAT
Tax Disc	17524329	Expiry	0213
In respect of Penalty Charge Notice (PCN) Number	WI01185069	Served on	05/03/2013
By Civil Enforcement Officer (CEO)	WI084		
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:	<b>£70</b>		
Amount Paid to Date:	<b>£0</b>	Payment Due Now	<b>£70</b>

Note: The person appearing to be in charge of the vehicle was served with a Penalty Charge Notice (PCN) which allowed 14 days for payment of a 50% discounted penalty charge; otherwise the full penalty charge became due. Either no payment has been received or any payment received has been insufficient to clear the penalty charge.

A penalty charge of **£70** is now payable by you as the owner and must be paid no later than the last day of the period of 28 days beginning with the date on which this Notice is served. This Notice will be taken to have been served on the second working day after the day of posting (as shown above) unless you can show that it was not.

**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

**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

# Representations

WARRINGTON  
Borough Council



Traffic Management Act 2004, s82: Civil Enforcement of Parking Contraventions (England) General Regulations 2007; Civil Enforcement of Parking Contraventions (England) Representations and Appeals Regulations 2007

WI01185069

Penalty Charge Notice: WI01185069  
Vehicle Registration Number: WM51GJZ  
Date Of Contravention: 05/03/2013

If you believe that the penalty charge should not be paid you may make Representations to Warrington Borough Council. Representations must be made in writing and you may use this form.

## How to Make Representations

The Traffic Management Act 2004 sets out grounds (see below) on which you may make Representations. Representations must be made in writing within the period of 28 days beginning with the date of service of this Notice, the date of service will be taken to have been 2 working days after the day of posting. Any Representations made after this date may be disregarded.

If your Representation is successful a Notice of Acceptance will be issued and the penalty charge cancelled. If your Representation is unsuccessful a Notice of Rejection will be issued to you and you must either pay the penalty charge in full or appeal to an Adjudicator, who will independently consider your Appeal. An Appeal form will be included with the Notice of Rejection, which you should complete and send to the adjudicator at the address shown on the form. Details of the appeals procedure will be sent with the Notice of Rejection.

### Section One: Grounds for Representations.

Please tick the grounds on which you are making representations.

**I am not liable to pay the penalty charge because:**

- The alleged contravention did not occur.**  
In Section 3, explain why you believe no contravention took place.
- I was never the owner of the vehicle in question/or**  
Please complete section 2.
- I had ceased to be its owner before the date on which the alleged contravention occurred/or**  
Please complete section 2.
- I became its owner after the date on which the alleged contravention occurred.**  
Please complete section 2.
- The vehicle had been permitted to remain at rest in the place in question by a person who was in control of the vehicle without the consent of the owner.**  
Supply proof such as a police crime report number, police station address or insurance claim in Section 3.
- We are a vehicle hire firm and the vehicle was on hire under a hiring agreement and the hirer had signed a statement acknowledging liability for any PCN issued during the hiring period.**  
Please supply a copy of the signed hire agreement including the name and address of hirer. Please complete Section 4.
- The penalty charge exceeded the amount applicable in the circumstances of the case.**  
That is, you have been asked to pay more than you are legally liable to pay. Please complete Section 3.
- There has been a procedural impropriety by the enforcement authority.**  
Please complete Section 3 stating why you believe the authority has acted improperly or in breach of regulations.
- The Order which is alleged to have been contravened in relation to the vehicle concerned is invalid.**  
You believe the parking restriction in question was invalid or illegal. Please complete Section 3.
- This Notice should not have been served because the penalty charge had already been paid.**

If none of the grounds above apply but you believe there are mitigating circumstances please complete Section 3.

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 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.

# 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 CONSEQUENCES**

You're Reference: W101185069

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 consent legally which can be physically presented as fact 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 and governments PLC to be given an action which involves force. Or force of law. The answers to the questions are in the understanding of the words used to implement acts of force. 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. <http://www.legislation.gov.uk/ukpga/Vict/45-46/61>.

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

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 [opportunity to withdraw](#) 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

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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.

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


**WARRINGTON**  
Borough Council 

Mr David Ward  
145 Slater Street  
Warrington  
WA4 1DW

David Boyer  
Assistant Director  
Transportation, Engineering and Operations

Parking Services Unit  
Enquiries & Payment Office  
Level 6, Market Multi Storey Car Park  
Academy Way  
Warrington  
WA1 2HN

Interim Chief Executive  
Professor Steven Broomhead  
[www.warrington.gov.uk](http://www.warrington.gov.uk)  
If you have difficulty making contact  
please dial 0844 800 8540  
Apcoa, working in partnership with  
Warrington Borough Council

23/04/2013 

Dear Mr Ward,

**Re : Notice of Rejection of Representations**  
Traffic Management Act 2004 - s78; Civil Enforcement of Parking Contraventions  
(England) General Regulations 2007; Civil Enforcement of Parking Contraventions  
(England) Representations and Appeals Regulations 2007.

**PCN No : W101185069**  
**Date issued : 05/03/2013 10:57:04**  
**Location of Contravention : Cairo Street (MW 30min)**

Your representations against the above Penalty Charge Notice have been carefully considered in the light of the circumstances at the time and in accordance with the Traffic Management Act 2004. Grounds for cancellation of the charge have not been established and this letter is the formal Notice of 'Rejection of Representations'.

The reasons for rejection are: *of what?*  
Your vehicle was parked in a designated disabled persons parking place without displaying a valid disabled persons badge in the prescribed manner.

Unfortunately, you cannot park in a Disabled Bay unless you are clearly displaying a valid Disabled Blue Badge. The Traffic Information Sign on Cairo Street (adjacent to your vehicle) clearly states:-  
"Disabled badge holders only,  
Mon – Sat,  
8am – 6.30pm",  
and, on the road (adjacent to your vehicle) there is a white 'bay' marking with the word "DISABLED".

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 agreements of sixty 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: <http://www.legislation.gov.uk/ukpga/2006/35/section/2>. 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: <http://www.legislation.gov.uk/ukpga/2006/35/section/4>. 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

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

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.

**No assured value, No liability. Errors & Omissions Accepted. All Rights Reserved.  
WITHOUT RECOURSE – NON-ASSUMPSIT**

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.



**Traffic Penalty Tribunal**  
England and Wales

Traffic Penalty Tribunal  
Springfield House,  
Water Lane, Wilmecote,  
Cheshire SK9 5BQ

appeals@trafficpenaltytribunal.gov.uk  
www.trafficpenaltytribunal.gov.uk

**Mr David Ward**  
**145 Slater Street**  
**Latchford**  
**Warrington**  
**Cheshire WA4 1DW**

Case Number: **WI 05257F**

Vehicle Registration: **WM51GJZ**

Direct Dial: **01625 44 55 84**

**30 May 2013**

Dear Mr Ward,

**David Ward v Warrington Borough Council**  
**WI01185069**

Enclosed you will find the Adjudicator's Decision. A copy has been sent to the Council.

The Adjudicator's Decision is final and binding on both you and the Council.

The attached notes explain the consequences of the Decision, but must be read subject to any specific directions given by the Adjudicator.

If payment is required, please send payment to the Council, not to the Traffic Penalty Tribunal.

Yours sincerely

*Kerry Conway*

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



## **Adjudicator's Decision**

David Ward  
and  
Warrington Borough Council

**Penalty Charge Notice      WI01185069      £70.00**

**Appeal allowed on the ground that the Council does not contest the appeal.**

### **Reasons**

The PCN was issued on 5 March 2013 at 10:57 to vehicle WM51GJZ in Cairo Street for being parked in a designated disabled person's parking place without clearly displaying a valid disabled person's badge.

The council has decided not to contest this appeal. The adjudicator has therefore directed that the appeal is allowed without consideration of any evidence or the merits of the case.

The appellant is not liable to pay the outstanding penalty charge.

**The Proper Officer on behalf of the Adjudicator**

**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.

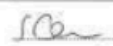
Without this physical evidence then the claim is fraudulent. Hence a crime is committed by Warrington Borough council and that crime is fraud not a procedural impropriety or a mistake. Also, there is a second crime. This second crime is Malfeasance in a public office. A clear and intended action to extort 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 30<sup>th</sup> 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.

Notice that Appeal Not Contested by the Enforcement Authority		No Contest
<b>Appeal Details</b>		
Name of Enforcement Authority	Warrington Borough Council	
Traffic Penalty Tribunal reference	WI05257F	
Appellant's name	Mr David Ward	
Appellant's address	145 Slater Street Latchford Warrington WA4 1DW	
<b>PCN Details</b>		
Penalty Charge Notice number	WI01185069	
VRM	WMS1GJZ	
Contravention date	05/03/2013	
Contravention time	10:57:04	
Location	Cairo Street (HW 30min)	
PCN Issue Date	05/03/2013	
Full Penalty Charge	£78.00	
Amount Paid	£0.00	
Contravention Code	40	
<b>PCN Type:</b> Parking <input checked="" type="checkbox"/> Parking with Removal <input type="checkbox"/> Bus Lane <input type="checkbox"/>		
Postal PCN	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Reason for Postal PCN	Camera (Bus Lane)	<input type="checkbox"/>
	Camera (Parking)	<input type="checkbox"/>
	Drive away	<input type="checkbox"/>
	Issue prevention	<input type="checkbox"/>
Release and Storage Charge (if vehicle removed)		
<b>The Enforcement Authority does not intend to contest this case further because:</b>		
Due to an unanticipated shortage of Parking Services Staff, Warrington Borough Council has no alternative except to exercise our discretion and cancel the above Penalty Charge Notice.		
Authorising Signature		Date 29/5/13
Print Name	Scott Clarke	
2012 version		

*“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 services 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.

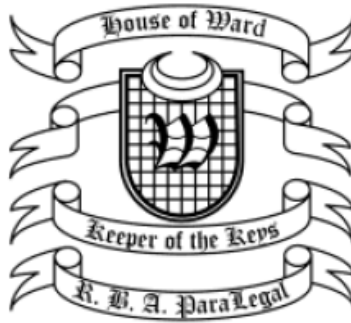
This is not in evidence. In fact the contrary is true.

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.



House of Ward  
145 Slater Street  
Warrington  
[WA4 1DW]  
19th Day of January 2015

## **Exhibit (C)**

### **The Material evidence of the FACTS**

**19th Day of January 2015**





House of Ward  
145 Slater Street  
Warrington  
[WA4 1DW]  
19th Day of January 2015

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

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 re-examination 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.



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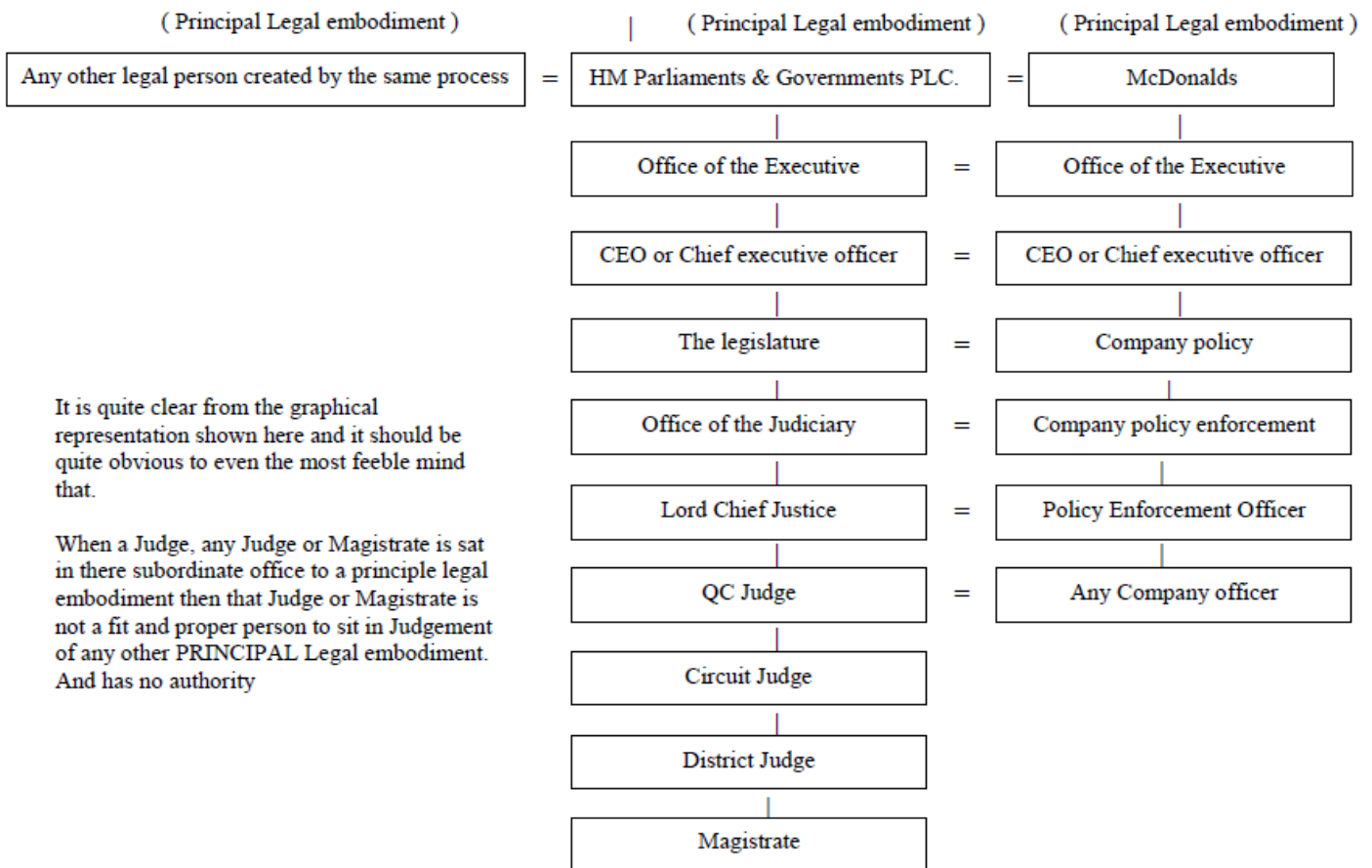


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All that is created by the same process is equal in status and standing to anything else that is created by the same process. There is a peer relationship of equals that are separate legal embodiments.

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

Legal embodiments by an act of registration are created as equals by default and have a peer relationship by default



It is quite clear from the graphical representation shown here and it should be quite obvious to even the most feeble mind that.

When a Judge, any Judge or Magistrate is sat in there subordinate office to a principle legal embodiment then that Judge or Magistrate is not a fit and proper person to sit in Judgement of any other PRINCIPAL Legal embodiment. And has no authority

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.

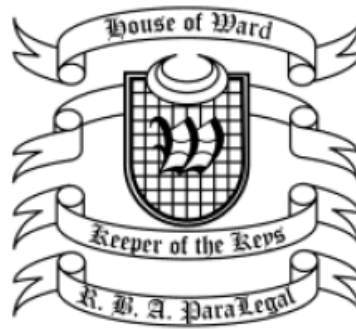
A legal embodiment by an act of registration where there is nothing of material substance created, is nothing more than a figment of the mind that has agreed to create nothing of material substance.

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.





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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.

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Supplement 1.



JUDICIARY OF  
ENGLAND AND WALES

SPEECH BY THE HON. SIR JACK BEATSON FBA

JUDICIAL INDEPENDENCE AND ACCOUNTABILITY: PRESSURES AND  
OPPORTUNITIES

NOTTINGHAM TRENT UNIVERSITY

16 APRIL 2008

Supplement 1.

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>





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<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

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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.

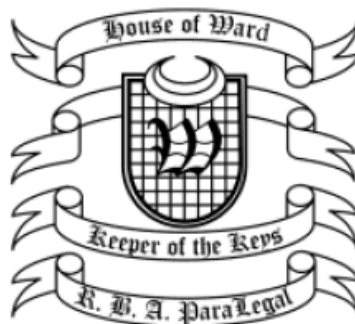
### The concept of the state

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, though 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] Once we recognize the fact of pluralism, Rawls maintains, we must abandon hope of political community unless

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[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.<sup>2[2]</sup> 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 state's *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

<sup>2[2]</sup> 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 incorporation by others (such as supranational 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.<sup>3[3]</sup> 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.

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





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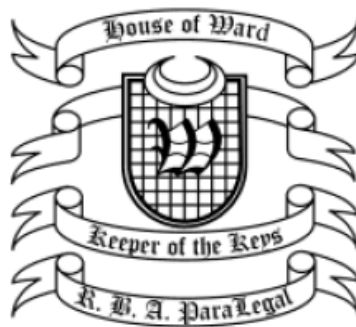
Having accounted for the concept of the state, however, we now need to consider what kind of theory of the state might best account for the nature of this entity. Ever since the state came into existence, political philosophers have been preoccupied with the problem of giving an account of its moral 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 emergence 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 extend 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'



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## **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 are doing something more than signing it on the company’s behalf. It must be apparent that they are 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.



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## 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 sowed.

So John the farmer fires up the tractor again to sow 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 sowed and is in the ground and John the farmer has to wait three or 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 white 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 flour 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.





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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.





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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 white 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 company that 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 whether 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 Morrison's shelf?

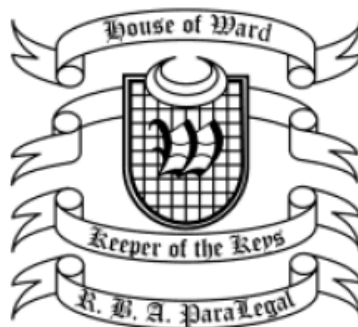
If all the tax was removed from the loaf of bread just leaving the cost of each loaf inclusive of all the growing, manufacture and transport costs, even allowing for some profit for all the processes involved how much would it cost? The answer to that question will astonish you. These calculations have 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 lollipop 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 your boss pays 16% and who do you think earns that 16%? You do, you pay your part of your boss's 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





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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?

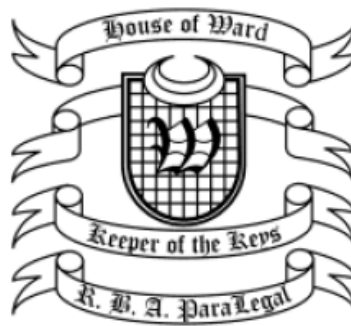
# Lots and lots

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.



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## 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 source 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. <http://mises.org/library/gold-standard-and-its-future> 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](http://legislation.gov.uk) website. I wonder why?

Google brings up 36,600 results but nothing on the [legislation.gov.uk](http://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 11<sup>th</sup> chapter of insolvency prior to 1882 due to the fractional lending fraud?

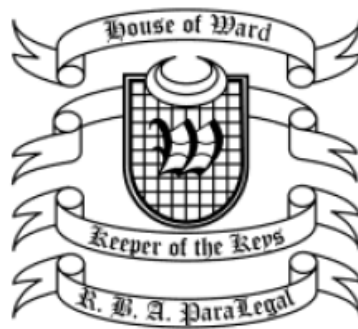
How about you take out a loan and then ask the Bank to provide the source of the funds dating back by three accounts and be compliant with The Money Laundering Regulations 2007. Don't hold your breath waiting for a response. The Bank cannot provide the historic record of the source of the funds.

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





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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





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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.

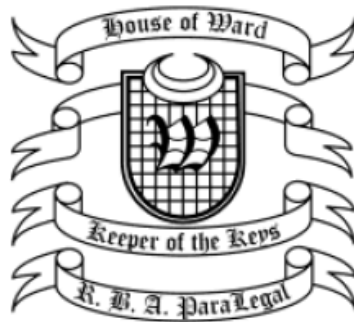
(Account Holder) is Damaged by the Bank's Loan Contract and Mortgage by Theft of his Financial Instrument Asset, Theft of his Mortgage Asset, Being Deceived into the unjust Status of a Debt Slave, Paying Lifetime Wealth to the Bank, Paying Unjust Fees and Charges, Living in Fear of Foreclosure, and ultimately 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 source 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.

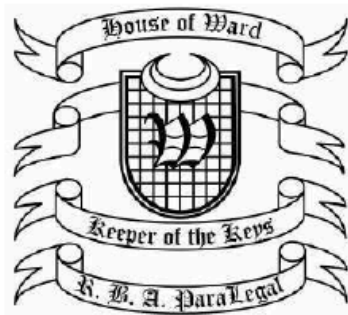
For and on behalf of the Principal legal embodiment by the title of MR DAVID WARD.  
For and on behalf of the attorney General of the House of Ward  
For and on behalf of Baron David of the House of Ward



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

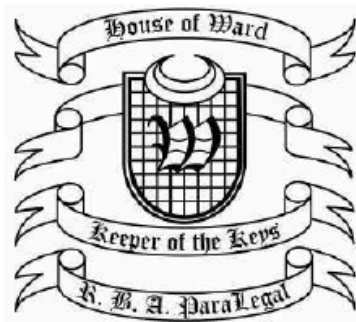


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## Exhibit (G)

**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](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>[1]</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>[1]</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.

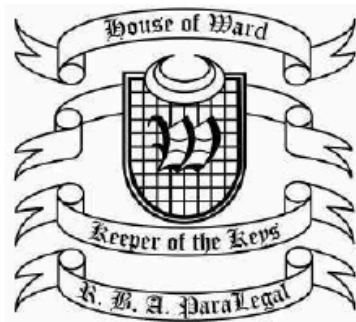
The legal concept of the inviolability of the home has been known in Western Civilization since the age of the Roman Republic.<sup>[2]</sup> The term derives from the historic English common law dictum that "an Englishman's home is his castle". This concept was established as English law by 17th century 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 if the debtor gives the bailiff a good slap.

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

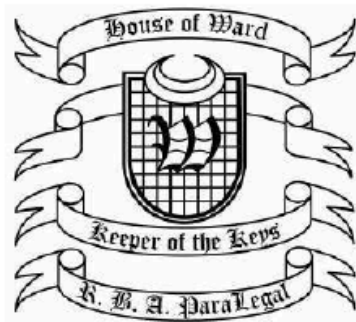
License to enter must be refused BEFORE the process of levy starts, Kay v Hibbert [1977] Crim LR 226 or Matthews v Dwan [1949] NZLR 1037 ..... Aha send a denial of implied right of access before the Bailiff comes in advance.

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 **Lord Justice Donaldson** 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

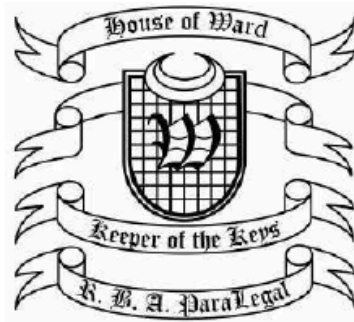
Contrast: A bailiff may climb over a wall or a fence or walk across a garden or yard provided that no damage occurs, *Long v Clarke & another* [1894] 1 QB 119

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 office and 7 to 10 years' incarceration for the offence of fraud under current legislation for which the police officer is culpable.

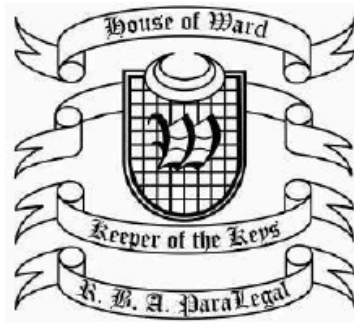
Without ill will or vexation.

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  
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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 CONSEQUENCES.

**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**

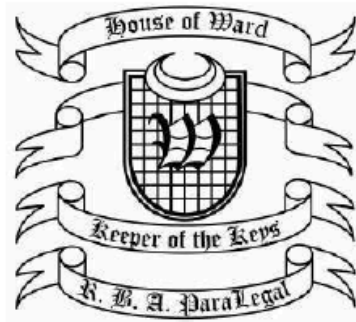
Without ill will or vexation.

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



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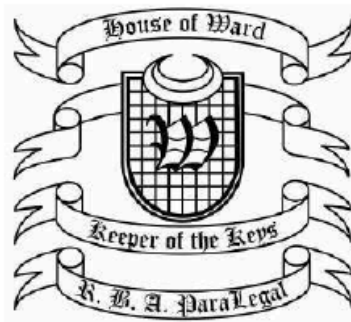


House of Ward  
145 Slater Street  
Warrington  
[WA4 1DW]  
13th Day of February 2015

## Exhibit (H)

# The Hypocrisy of the Secret Ballot Elective Process.





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

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.

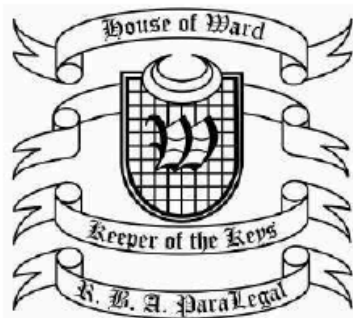
### The un-election Process.

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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[WA4 1DW]  
13th Day of February 2015

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 carries 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. **No we do not.**

**These are the facts on and for the record.**

Without ill will or vexation.

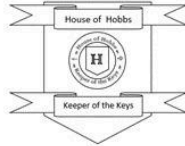
For and on behalf of the Principal legal embodiment by the title of MR DAVID WARD.

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.

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33 Lea Close  
County Palatine of Leicestershire (LE9 6NW)

Baroness.oftheHouseof+Hobbs\_200\_OH553@gmail.com  
5 December 2023

To: MISS LYNNE CHAPMAN (CLAIMANT)  
BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES  
Vicarage St Nuneaton [CV11 4JU] and 102 Petty France LONDON [SW1H 9AJ]

Reference Lien Number HOH—LYNNE CHAPMAN BAILIFF HM COURTS and TRIBUNALS SERVICES —HOHO200

To the following by email: [Lord President of the Privy Council to King Charles](#) [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 **MISS LYNNE CHAPMAN (CLAIMANT)**.

### **Public Notice**

NOTICE that I, Baroness Yvonne of the House of Hobbs, have an Affidavit of Obligation – Security by way of a lien against, and therefore an interest in, the personal estate of MISS LYNNE CHAPMAN in the position of BAILIFF for NUNEATON HM COURTS and TRIBUNALS SERVICES. 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: <https://barondavidward.com/wp-content/uploads/2022/07/a-HOH-DALEWILLET-LIEN-001.pdf> And here: <https://jpst.it/32SKA> <https://tinyurl.com/4eaannz9>

And here: <https://www.facebook.com/groups/1191551411479810/> And here:

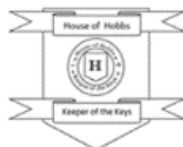
<https://www.facebook.com/groups/527118124607307/permalink/1194932514492528>

### **End of Notice**

Without ill will or vexation

For and on behalf of the Principal legal embodiment by the title of MRS YVONNE HOBBS.  
For and on behalf of the Attorney General of the House of Hobbs.  
For and on behalf of Baroness Yvonne of the House of Hobbs.





## Notification Address List

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