

## **COUNCIL TAX INFORMATION V20, MARCH 2024**

Covers the council tax fraud: corporations, legislation, persons, personal data, obligation to pay, Direct Debit Guarantee, debt collectors, trespassers case law, court summons, magistrates' court, liability orders, warrants, county courts, Judicial Review, Debt Collectors, Vulnerable Notice, police, legislation to quote to the council, the notice process, how to make a court claim under GDPR, liens, and the Herefordshire Case Study.

### **Funding the Cabal**

If you are paying council tax then you are funding the cabal; you are paying for their wars and supporting a group of people who are acting against the majority on many different levels including the creation of poverty. They have quadrillions in various accounts that they cannot spend but they increase the taxes and prices of natural resources to squeeze us so hard that we are in constant fear and misery. Do you want to support them in their terrorism of humanity?

### **Asset Protection**

If you own a private conveyance or property it is essential to protect your assets before embarking on non-payment of council tax and utilities. The councils do threaten us with Debt Collectors who like to take cars, and those who stop paying but don't challenge them with any sort of process are threatened with bankruptcy or imprisonment. But if your assets are in a private trust they do not belong to the alleged debtor.

### **Open Source Express Private Trust Templates**

The documents in this pack present an example of what Express Private Trust documents can contain and are intended as a guide for those individuals who wish to start learning about personal asset management and protection. The pack includes sample templates with instructions so that people can choose to produce their own Express Private Trust documents.

The team members are unpaid volunteers who self-funded this website and ongoing efforts. If you wish to support this project you may make donations by crypto, bank transfer, or card payments, and they will be gratefully received with appreciation.

<https://thesovereigntrust.net>

### **THE SCAM**

"A lot of other people are starting to get very interested about what's going on in these courts because it's so illegal and so corrupt." Martin Geddes outside Peterlee Magistrates' Court. Watch the full 10-minute interview here:

<https://rumble.com/v3syh2p-martin-geddes-at-peterlee-magistrates-court.html>

### **LAWFUL CHALLENGE**

It is best to fully do your own research and then plan your council tax withdrawal.

Or, if you are confident you can send a notice of termination and cancel your direct debits. Be prepared for them to issue the summons very quickly, within a month.

I started by blocking all of their emails, forcing them to write to me. The same should be done with any telephone contact: do not answer any questions and then block their numbers. Do not contract with them over the phone, by email or via web forms. Once I had information from them by mail I started my process by writing a DSAR (see files) and then took it from there, responding to their

letters with more information. Since then I have been using the Chris Coverdale Trust. <https://probitco.com/trust-setup/>

This is a good website for template notices: <https://peacekeepers.org.uk/council-tax-nov-2022-update/>

## Introduction

If you know the law and your rights the corporations that form the legal and financial system cannot intimidate or coerce you into doing something that isn't lawful. If you do your research and stand in your power you can refuse to be coerced and there is nothing they can do about it.

Financial institutions, the legal system, and the government have used personage and legal entrapment to enslave men and women by tricking us into registering our names as a corporate entity through the Certified Copy of an Entry (Birth Certificate), Drivers Licence, and Passport. We then believe that this ALL CAPS legal fiction with the title Mr/Mrs/Miss/Ms is actually us, so we unwittingly represent this implied corporation and therefore bear the burden of fines, taxes, tickets, and policies.

Their use constitutes an unlawful attempt to lower the status of a man or a woman, which is above a public servant, to that of a PERSON, which is under a public servant. It also constitutes an unlawful attempt to gain jurisdiction, when no such jurisdiction exists, nor can it ever exist unless there is a provable cause where a man or woman has filed a verified claim (affidavit). Together with the crime of personage or legal entrapment is another criminal activity known by the term 'barratry', which is a legal term in British case law that describes a criminal offence committed by people who are overly officious in instigating or encouraging prosecution of groundless litigation, or who bring repeated or persistent acts of litigation for the purposes of profit or harassment. Knowingly bringing false claims into court is something that the police, politicians, judges, and local councils are doing daily.

There is no obligation to acknowledge, believe, or adhere to written instruments such as Statutes, Acts, or Legislation authored by other men and women acting as public servants unless you are property of the public servants who authored the foregoing written instruments. Since living men and women are not owned by the author of these documents or anyone accepting liability for these false statements, we have no obligation to contract with the author or anyone accepting liability for the false statement.

An obligation is a moral or legal requirement or duty; the act of obligating; or the state of being obligated. It is a legally enforceable agreement to perform some act, especially to pay money, for the benefit of another party. It is a legal bond by which one or more parties (the obligated) are bound to act, or indeed to refrain from acting, which is in essence a contract.

A contract is an agreement made by the mutual consent of two or more persons by their own free will.

In order to be legally binding a contract MUST have: Offer, Acceptance, Consideration, Full disclosure and be signed by two sentient living beings. Only a wo/man and another wo/man can sign a contract. A corporation cannot sign a contract with a wo/man.

Our duties, rights and obligations are created by such contracts and creating them without our agreement would be an act of force that is unlawful. Nobody has entered in any contract with their local council nor has anyone ever agreed to pay them.

Nobody can create an obligation for another man or woman without their permission. But that is exactly what your local council is doing when they send you a council tax bill.

When a corporation writes to you saying that you owe them money, always write back asking for verification of a contract with wet ink signatures, a true bill, and all of the material evidence to support their claim in the form of an Affidavit which means that a living man or woman must accept

liability. Since there is no such contract, no bill that conforms to the Bill of Exchanges Act 1882, and no Affidavit (corporations can't write them) the chances are that this won't happen.

## **COUNCILS ARE CORPORATIONS**

Since 1972, all councils have been corporations or body corporates. The Chief Legal Officer and Section 151 Officers are statutory officers inserted by political parties carrying out criminal acts of treason therefore they are complicit. They can be arrested for concealing Misprision of Treason as carried out by every unlawful government since 1972.

Local Government Act 1972

### **2 Constitution of principal councils in England.**

(3) Each council mentioned in subsection (1) or (2) above shall be a **body corporate** by the name "The County Council" or "The District Council", as the case may be, with the addition of the name of the particular county or district.

<https://www.legislation.gov.uk/ukpga/1972/70/section/2>

The Companies Act considers a body corporate to be the same thing as a corporation.

The Companies Act 2006

### **1173 Minor definitions: general**

(1) In the Companies Acts—

- "body corporate" and "corporation" include a body incorporated outside the United Kingdom, but do not include—
  - (a) a corporation sole, or
  - (b) a partnership that, whether or not a legal person, is not regarded as a body corporate under the law by which it is governed;

<https://www.legislation.gov.uk/ukpga/2006/46/section/1173>

Any party implementing any directions from an unlawful assembly since 1973 is complicit in high treason against the people. We, the people are now free to hold lawful court where at least TWO statements shall be taken as evidence in accordance with the EXPRESS TERMS of The Treason Act 1795 of the allegation of HIGH TREASON and if found guilty shall "suffer pains of death".

## **Action to Take**

The first thing you can do is send an FOI request to the council asking for their DUNS Number, Company Number with Companies House, their ICO number, and their VAT registration number.

When you write to the council always quote their Dun & Bradstreet number - DUNS Number. Put it on the letter or notice you are sending under the name of the Chief Executive and the address on the left-hand side. Look up the number here: <https://www.dnb.co.uk/duns-number/lookup.html>

They will also be registered with Companies House in England & Wales. You can do a search here: <https://www.gov.uk/get-information-about-a-company>

If the result doesn't come up try this search: <https://companycheck.co.uk> or <https://www.endole.co.uk/>

Also look up their ICO registration number: <https://ico.org.uk/about-the-ico/what-we-do/register-of-fee-payers/>

As evidenced by the DUNS Number the council is a private, for-profit company charging for so-called 'services' (which have not been evidenced as consideration in any contract with us) and is therefore no different to McDonalds.

Under the Clearfield Doctrine, a Supreme Court Case, Clearfield Trust Co. v. United States, (1943) 318 US 363-371, when the State or government enters into commercial business it abandons its sovereign capacity and is to be treated like any other corporation. The Clearfield Doctrine strips the

council of its "government" cloak and any protection that it offers. Therefore legislation that applies to all companies also applies to the council.

## SOUTHAMPTON CITY COUNCIL

### Filter appointments

Current appointments

### Total number of appointments 1

#### [PSP SOUTHAMPTON LLP](#) [\(OC395025\)](#)

Company status

**Active**

Correspondence address

**Civic Centre, Southampton, SO14 7LY**

Role **ACTIVE**

**LLP Designated Member**

Appointed on

**31 August 2014**

Other Corporate Body or Firm [What's this?](#)

Law governed

**LOCAL GOVERNMENT ACT 1972**

Legal form

**LOCAL AUTHORITY**

### LEGISLATION

Profit is made from you by the way of legal (not lawful) fines from Legislation or Acts and Statutes, utility bills, and the many different forms of taxation. Research the Data Protection Act 2018, the General Data Protection Regulation, the Law of Property Act 1925, sections 53, 136 and 196; and the Law of Assignment and Practice Directive 51U.

The burden of proof is on the council because they are under a legal obligation to prove that we are under an obligation to comply with the council's command. Under section 34 (6) of The Council Tax (Administration and Enforcement Regulations) 1992, the council is required to satisfy the courts of the following two presumptions:

- 1) the sum has become payable by the defendant
- 2) That any obligation has not been paid

<https://www.legislation.gov.uk/ukxi/1992/613/regulation/34/made>

When explaining why you have to pay council tax, Local Councils will reference The Local Government Finance Act 1988/1992 stating that it 'sets out the legal ability to administer and collect Non-Domestic Rates and council tax respectively'.

So here is the section to which they are referring:

### **1. Council tax in respect of dwellings.**

*(1) As regards the financial year beginning in 1993 and subsequent financial years, each billing authority shall, in accordance with this Part, levy and collect a tax, to be called council tax, which shall be payable in respect of dwellings situated in its area.*

<https://www.legislation.gov.uk/ukpga/1992/14/section/1>

Here we can see that the legislation says a council can 'levy and collect a tax'. So yes they are permitted to send out bills, however, it does not say that living men and women are required to pay council tax nor does it state that payment is obligatory or compulsory. There is no legal or equitable obligation to make payments to any council under the Local Government and Finance Act 1992.

The burden of proof is on the council to prove the payment is compulsory to their private company.

Section 1(1) of the Local Government Finance Act 1992 says it 'shall' be payable but where does it say when it is payable?

Councils will also say that 'all persons have a duty to pay their council tax upon receipt of a council tax bill'. Indeed, the legislation states that 'persons' and 'residents' or 'owners' are required to pay council tax.

### **6. Persons liable to pay council tax.**

*(1) The person who is liable to pay council tax in respect of any chargeable dwelling and any day is the person who falls within the first paragraph of subsection (2) below to apply, taking paragraph (a) of that subsection first, paragraph (b) next, and so on.*

*(2) A person falls within this subsection in relation to any chargeable dwelling and any day if, on that day—*

*(a) he is a resident of the dwelling and has a freehold interest in the whole or any part of it;*

*(b) he is such a resident and has a leasehold interest in the whole or any part of the dwelling which is not inferior to another such interest held by another such resident;*

*(c) he is both such a resident and a statutory [F1, secure or introductory tenant] of the whole or any part of the dwelling;*

*(d) he is such a resident and has a contractual licence to occupy the whole or any part of the dwelling;*

*(e) he is such a resident; or*

*(f) he is the owner of the dwelling.*

<https://www.legislation.gov.uk/ukpga/1992/14/section/6>

But what is a 'person' and what is a 'dwelling'?

## **PERSON - DEFINITIONS IN LAW**

Presumption of person: "Persons" are of two kinds, natural and artificial.

PERSONA-EST-HOMO-CUM-STATU-QUODAMONSIDERATUS. A person is a man considered with reference to a certain status.

A Natural Person is a man or woman considered according to the rank they hold in society, with all the rights to which the place held entitles him and the duties which it imposes.

HOMO-VOCABULUM-ESTNATURZE; PER-SONA-JURIS-CIVILIS. Man (homo) is a term of nature; person (persona) of civil law.

An Artificial Person is created and devised by human laws for the purposes of society and government as distinguished from Natural Persons.

Corporations are also “persons”. Persons include a collection or succession of natural persons forming a corporation. Every full citizen is a person and a 'country' is a person in a legal sense. Unless challenged it is presumed that you are a 'person', that is a fiction in the public, a subject of civil rights, duties, and obligations - such as paying fines and taxes. The definition of a 'person' in Blacks Law Dictionary 1990 edition six is:

*Person. In general usage, a human being (i.e. a natural person), though by statute term may include labour organizations, partnerships, associations, corporations, legal representatives, trustees, trustees in bankruptcy, or receivers.*

So in legal terminology, a 'person' may also be a 'corporation' in reference to statutes and Acts. Therefore every Act is directed at a 'person' or 'persons'.

Blacks Law Dictionary 1990 edition six goes on to describe 'artificial persons':

*Artificial persons. Persons created and devised by human laws for the purposes of society and government, as distinguished from natural persons. Corporations are examples of artificial persons.*

Various pieces of UK legislation include a definition of 'person':

The Bills of Exchange Act 1882, Section 2:  
“Person” includes a body of persons whether incorporated or not.  
<https://www.legislation.gov.uk/ukpga/Vict/45-46/61/section/2>

The Local Government Act 1888, Section 100  
The expression “person” includes any body of persons, whether corporate or unincorporate.  
<https://www.legislation.gov.uk/ukpga/Vict/51-52/41/section/100>

The Interpretation Act 1978, Schedule 1, "Words and expressions defined";  
“Person” includes a body of persons corporate or unincorporate. [1889]  
<https://www.legislation.gov.uk/ukpga/1978/30/schedule/1>

Representation of the People Act 1983, Section 202, 'General provisions as to interpretation':  
“person” includes (without prejudice to the provisions of the **M1** Interpretation Act 1978) an association corporate or unincorporate;  
<https://www.legislation.gov.uk/ukpga/1983/2/section/202>

So the meaning of the word person is different in legal usage than in standard English. A person is not what we think it is; it is in fact an association which can be corporate or unincorporate. According to the UK Government website 'An 'unincorporated association' is an organisation set up through an agreement between a group of people who come together for a reason other than to make a profit (for example, a voluntary group or a sports club). ... Individual members are personally responsible for any debts and contractual obligations.'  
<https://www.gov.uk/unincorporated-associations>

So in this sense, a person that is unincorporated agrees to be responsible for debts and contractual obligations.

## **MEN & WOMEN**

In contrast, Genesis 1:27 says that men and women are a creation of God:

*'So God created man in his own image, in the image of God created he him; male and female created he them.'* King James Version

Therefore a person is not a man or woman, nor a male or female.

A person is an invention of man as defined in the law created by man. A person was not created by God therefore, a person is not a man or woman.

Our entire system of taxation and fines is fake and has been designed as a commercial system that uses persons in commerce. A corporation cannot contract with a man or woman, they can only contract with another corporation, so they have invented the term 'person' so that they can unlawfully contract with men and women through implied consent.

The bills, the fines, and the taxes are all directed at our legal fiction Mr/Mrs/Miss/Ms ALL CAPS name or straw-man, not at us. To avoid this fraud and to not allow them to commit the crimes of legal entrapment on us we need to comprehend that we are a man or a woman not a person or persons with titles and CAPITALIZED NAMES.

These things also belong to the wise. It is not good to have respect of persons in judgment:  
Proverbs 24:23

For there is no respect of persons with God: Romans 2:11

## REBUTTAL OF PRESUMPTION OF PERSON

I :name: formally challenge, rebut, revoke, and rescind the presumption of 'Person'. I a wo/man am living, breathing, and of flesh and blood, who stands under Natural Law, and God, the creator, that was, is and ever shall be. I am a wo/man under God and I renounce any and all civil rights, duties, and obligations. It is by definition a presumption and has no standing or merit in presentable or material fact, therefore I do not consent. I a wo/man :name: remove any and all contracts, implied, expressed or Quasi. They are void ab initio "estoppel by contract".

## FREEDOM OF INFORMATION REQUESTS

FOI emails to the council can be used to access general information that is not personal to you. We need to separate out our requests into DSARs, which cover personal information, and FOI which covers information that should be available to any member of the public. Do not put general information requests into a DSAR.

Under The Freedom of Information Act 2000 (FOIA) I would like to request proof of where the resident's Council Tax payments are being spent.

1 - I am writing to request a copy of the expenditure statement for the year 2021 to 2022. I would like the full transactional list of all of the expenses paid by the council. I do not require the profit and loss spreadsheet. I do not want to see percentages but itemised proof in pounds (£s) as to where the annual council tax is being spent.

2 - I would like to know if my council tax funds the Police Service, Ambulance Service, waste collection and Schools.

3 - If the above services are being funded I would like to know the percentages for each.

You are respectfully reminded of the following guidance from the ICO:

- Section 10 of the Act sets out the time frames within which a public authority must respond to an FOIA request.
- It applies whenever the public authority has:
  - a duty under section 1(1)(a) confirm or deny whether the information is held;
  - a duty under section 1(1)(b) to provide information that is held to the requester;
  - a duty under section 17 to issue a refusal notice explaining why a request has been refused.
- Authorities must respond to requests promptly, and by the twentieth working day following the date of receipt of the request.
- A working day is any day other than a Saturday, Sunday, Christmas Day, Good Friday or a day which is a bank holiday under the Banking and Financial Dealings Act 1971 in any part of the United Kingdom.
- Where required, an authority may claim a reasonable extension of time to consider the public interest test. An extension beyond an additional 20 working days should be exceptional.

<https://ico.org.uk/media/for-organisations/documents/1165/time-for-compliance-foia-guidance.pdf>



### **Freedom of Information request**

Thank you for your request for information under the Freedom of Information Act 2000, which was received by the Council on 10/07/2023 10:22 . Please find the information requested as follows:

#### **Your Request and Our Response**

**Q1, what is the difference between the following descriptions:**

- A) Chargeable Dwelling**
- B) Non-Domestic Property**
- C) Private Domestic Accommodation**
- D) Hereditament**
- E) Domicile**

**Hereditament can be used when referring to both Council Tax and Business Rates. Non-Domestic Property is a term used in Business Rates. Chargeable Dwelling Private Domestic Accommodation and Domicile are associated with domestic properties and can be charged Council Tax.**

**Q2, which one of the following has a levy attached to in in regard to council tax and the issuing of a 'bill'?**

- A) Chargeable Dwelling: Yes**
- B) Non-Domestic Property: No**
- C) Private Domestic Accommodation: Yes**
- D) Hereditament: Yes**
- E) Domicile: Yes**

**Q3, for clarity please define the meaning of the following descriptions.**

- A) Chargeable Dwelling: Means any dwelling in respect of which council tax is payable.**
- B) Non-Domestic Property: This is any property that is not used for living accommodation for example: Shops. Offices. Factories. Warehouses**
- C) Private Domestic Accommodation \***
- D) Hereditament: A term used for a property in both Council Tax and Business Rates**
- E) Domicile\***

**\* These are not descriptions we can find on the website or correspondence. If these terms are used in the legislation you will need to ask the relevant Government Department how they define the meaning.**

**Q4, which of the following is classed as a Commercial Business?**

- A) Chargeable Dwelling: No**
- B) Non-Domestic Property: Yes**
- C) Private Domestic Accommodation: No**
- D) Hereditament: Yes**
- E) Domicile: No**

**Q5, which of the following is classed as 'non-rateable'? I have assumed the word rateable is in respect of Business Rates.**

- A) Chargeable Dwelling: Yes**
- B) Non-Domestic Property: No**
- C) Private Domestic Accommodation: Yes**
- D) Hereditament: No**
- E) Domicile: Yes**

**Q6, What is the difference between a Bill and a Demand'?**

**Your annual bill is called a 'Council tax demand notice – the legal name for a council tax bill in the UK**

## **PERSONAL DATA**

In 2019 the court of Appeal ruled that 'no legal duty exists that requires a resident to notify a council of their residence at a particular address for council tax purposes'. This means that there is no legal obligation to provide any local council with any personal details.

The judge said that 'the defendant appeared liable to pay council tax ... but that cannot of itself, as we see it, connote that she was obliged in law to notify the council of her continued residence. The fact is, as we have said, that such a provision simply is not there, either within the primary legislation or in subordinate legislation made pursuant to the provisions of the 1992 Act itself.'

<http://www.bailii.org/ew/cases/EWCA/Crim/2019/209.html>

## **PAYMENTS**

There is no law requiring anyone to pay any tax. There is no legal or equitable obligation to make payments to any council under the Local Government and Finance Act 1992. There is no obligation whatsoever to make payments to any council under any legislation whatsoever.

Legislation and Acts of Parliament use force to make claims upon us, but they are neither proof of claim or authority over us. Acts require our consent to be given the force of law, otherwise they are merely rules and regulations - not law. Living men and women must agree to these written instruments authored by our public servants for them to be of any relevance and hold any force.

For a corporation or company to say that we owe them money, without a contract is a blatant lie constituting trespass, forgery, fraud, barratry and identity theft. The council must prove an obligation to pay. The burden of proof is on the council to prove the payment is compulsory to their private company.

The council is under a legal obligation to prove that we are under an obligation to comply with the councils command, as detailed in Section 34(6) of The Council Tax (Administration and Enforcement) Regulations 1992, which requires the council to satisfy the courts the following two presumptions:

- 1) The sum has become payable by the defendant (you) and
- 2) That any obligation has not been paid.

The burden of proof is also on the local authority to demonstrate that it has complied with the rules of billing, as per the Bills of Exchange Act 1882; it is not upon us to show why we have not paid.

We should not be making payment to a private company without evidence of equitable consideration in the form of a legal contract, signed by two sentient beings. However, when we are presented with these fake bills, taxes, and fines, we should never refuse to pay them because that will only cause controversy, and the legal society thrive and prosper purely on the creation of controversy. By removing any controversy or argument, there is nothing for a judge or magistrate to deal with.

The easiest way to deal with this fraud is to always remember that the bills, fines, taxes etc are simply offers to contract. If you contract, then you have to pay. But rather than contracting, send them a counteroffer by way of a conditional acceptance. You then agree to pay any and all bills, fines, taxes etc in full upon receipt of a lawful contract; a commercial true bill and full and complete statement of accounts.

For clarity, a lawful contract must include full disclosure with nothing added or removed after being signed, consideration, meaning that both parties bring something to the table and all signatories get what they want from the contract, lawful terms and conditions laid out in simple English, plus the wet signatures of all contracting parties.

Halsbury's laws of England: "The law is absolutely clear on this subject. There is no authority for administrative courts in this country and no Act can be passed to legitimise them because of the constitutional restraints placed upon her Majesty at her coronation. Her oath requires her to govern us according to our respective laws and customs, a vital part of which consists of the tripartite system of separation of powers between judiciary, parliament (legislature) and executive. The collection of revenue by administrators is extortion, and extortion has been found reprehensible since ancient times".

## **DIRECT DEBIT RECLAIM**

Direct Debit Reclaim (DDR). After you have cancelled your Direct Debit phone your bank and claim back all the payments. Go here for the full explanation: <https://awakenedgb.wordpress.com/2022/02/10/the-direct-debit-guarantee/>

The council can reverse your indemnity claim depending on which one of the eight Indemnity Claim reasons you gave. The bank will inform the council and give them nine days to challenge the claim and provide the relevant proof.

After 14 working days, or if the bank hears nothing, or if the challenge was not successful then the bank takes the money out of the company's account.

Once the money is paid into your account transfer the money to another bank and close the account.

If their reversal claim isn't successful the council may try to pursue you for arrears using their standard threats of court summons.

## **Postal Contract Law**

When an unlawful corporation sends out an offer to contract, you are deemed to have accepted their claim if you do not rebut it within 72 hours; this is known as acceptance by non-rebuttal.

The Bills of Exchange Act 1882, is a good source of information about how the use of the postal service is considered to govern offers and acceptance of contract and bills.

Section 14 (3) covers the option of rebutting the offer - 'protested for non-acceptance':

### **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: **F1** [(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 be accepted, and from the date of noting or protest if the bill be noted or protested for non-acceptance, or for non-delivery.

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

<https://www.legislation.gov.uk/ukpga/Vict/45-46/61/section/14>

Section 92 covers the necessity of responding with a rebuttal within 72 hours or three business days otherwise you have committed acceptance of the contract - 'the time limited for doing any act or thing is less than three days'. Some people believe that sending the envelope back to the sender (Return To Sender / RTS) marked with the date of receipt, is in itself an act of rebuttal.

### **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) **[F1Saturday]** Sunday, Good Friday, Christmas Day:

(b) A bank holiday under **[F2the M1Banking and Financial Dealings Act 1971:]**

(c) A day appointed by Royal Proclamation as a public fast or Thanksgiving day.

**[F3(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.

<https://www.legislation.gov.uk/ukpga/Vict/45-46/61/section/92>

Section 18 (3) says that a bill is considered accepted on the date it was received, therefore proof of delivery in the form Royal Mail Signed For is essential if we want to prove the receipt of our notices:

### **18. 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 drawee for acceptance.

[https://www.legislation.gov.uk/ukpga/1979/61/pdfs/ukpga\\_19790061\\_en.pdf](https://www.legislation.gov.uk/ukpga/1979/61/pdfs/ukpga_19790061_en.pdf)

Section 21 confirms that delivery of a bill gives effect to a contract and the acceptance of it is complete, therefore proof of delivery in the form of a certificate of posting or Royal Mail Signed For is essential:

### **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.

<https://www.legislation.gov.uk/ukpga/Vict/45-46/61/section/21>

Section 7 of the Interpretation Act 1978 also covers postal offer and acceptance:

### **7 References to service by post.**

Where an Act authorises or requires any document to be served by post (whether the expression "serve" or the expression "give" or "send" or any other expression is used) then, unless the contrary intention appears, the service is deemed to be effected by properly addressing, pre-paying and posting a letter containing the document and, unless the contrary is proved, to have been effected at the time at which the letter would be delivered in the ordinary course of post.

<https://www.legislation.gov.uk/ukpga/1978/30/section/7>

If the letter is in an envelope that is franked, windowed, and from a PO Box address it is not a land bound contract.

The UPU covers franking as being fraud by financial gain:

Universal Postal Union Convention, Article 9, Violations

(2) Means of postal prepayment and postal payment itself

2.1 Member countries shall undertake to adopt the necessary measures to prevent, prosecute, and punish any violations concerning the means of postal prepayment set out in this Convention, such as:

2.1.2 prepayment impression;

2.1.3 impressions of franking machines or printing presses;

2.2 In this Convention, violations concerning means of postal prepayment refer to any of the acts outlined below committed by any persons with the intention of obtaining illegitimate gain for oneself or for a third party. The following acts shall be punished:

2.2.1 any act of falsifying imitating or counterfeiting any means of postal prepayment, or any illegal or unlawful act linked to the unauthorised manufacturing of such items;

<https://www.upu.int/UPU/media/upu/files/aboutUpu/acts/03-actsConventionAndFinalProtocol/conventionAndFinalProtocolAdoptedAtAbidjanEn.pdf>

## CASE LAW

### Adams v Lindsell (1818) 1 B & Ald 681

This case is taught to university law students when studying offer and acceptance. In this case the court held that the offer had been accepted as soon as the letter had been posted, therefore there was a contract in existence even though the letter had not actually been received by the defendant.

More recently, Adams v Lindsell has been reinforced by [Brinkibon Ltd v Stahag Stahl](#) and [Stahlwarenhandels-gesellschaft GmbH](#) [1983] 2 AC 34 where it was held that acceptance is effective when it is placed in the control of the Post Office, ie. placed in a post box or handed to an officer of the post.

The Post Office can be considered to be the common agent of both parties, and therefore communication to this agent immediately completes the contract. However, where the letter is not addressed then this will not be enough. Therefore, mere delivery of the acceptance to the agent does not of itself complete a contract for the purpose of the rule in Adams v Lindsell.

Adams v Lindsell therefore has **three** consequences in English law.

**Firstly**, a posted acceptance prevails over a previously posted withdrawal of the offer which had not yet reached the offeree when the acceptance was posted.

**Secondly**, acceptance takes effect on posting even where it never reaches the offeror or only does so after delay.

**Finally**, the contract is taken to have been made at the time of posting so as to take priority over another contract made after the original acceptance was posted.

Section 2,3,4,5,6,7,8,11 Fraud Act 2006

1910 Buenos Aires Convention Copyright lawful documents Four Corner grammar rule which box is talking to i as the is a minimum of 22 boxes of four corners

[ : Disqualification-Fiction-Words-  
~48-Working-Days.-Stop &: Correct-All-Misleading-Mistakes.  
Title 18 USC 1001

Failure with correction is the Termination of all Claims. ]

## DEFENCE AGAINST CHARGING ORDERS

Q: Have you recieved an N379 "Application for charging order on land? if you haven't received and actual piece of paper that says interim charging order and that says you have xx days to challenge this then you may have been sent the Application at this time and not yet an Interim Charging Order.

When appealing the interim charging order you have the possibility of stopping it becoming a final charging order.

It will be interim first; that will be an illegal/unlawful charge because the paperwork will, most likely be issued by a justices' clerk (legal adviser).  
This you can challenge and submit your argument to the County Court.  
Should that be illegally and unlawfully granted you will proceed to a final charging order hearing - your second kick at the ball if you will.

## **BASIS FOR N244**

Abuse of Due process.

You challenge the charging order

It's in 2 stages

A preliminary charging order and a final one .

Evidence shows that no justice of the peace usually applies their mind to the application and the application is made without "sworn information in writing "

Both of these items are abuse of due process

Any paperwork from the solicitors acting for the Council is just an allegation until they provide the court order to substantiate the allegation.

Liability Orders are supposed to be from the court as an Order on court paperwork.

The solicitors have to provide the court order in order to file for a charging order.

A member of Court staff should be present when the hearing took place. This needs to be presented as evidence.

Call the court member of staff as a witness to the N244 hearing to give their evidence that they were present during the Liability Order hearing.

A liability order is a judicial document and enforceable under statute law as set out in CTAER1992 until it is voided like every other order of a court.

The issue in relation to charging orders is that under MCR1981, rule 16 for legal purposes can only be evidenced by a memorandum of entry or rule 68 certified extract from register...

Currently the councils are only using council records which courts are accepting as legal evidence to grant the interim and final charging orders.

Case Law: Leighton v Bristol and Sutor 2023.

## **THE LEIGHTON JUDGMENT SUMMARY**

The judgment in the case of Leighton v Bristow & Sutor provides clear directives on what constitutes sufficient 'authority' that enforcement agents must produce.

Here are the key points from the judgment:

Authority to Enter Premises: The court emphasized that the enforcement agents must show evidence of their authority to enter the premises when requested. Specifically, the judgment notes:

**AUTHORITY MEANING**  
Judicial Document/Court  
Order  
Enforcement Order/ Warrant  
Issued & Posted By The Court

- Paragraph 26(1) of Schedule 12 of the Tribunals, Courts, and Enforcement Act 2007 requires enforcement agents to show evidence of their identity and authority to enter the premises upon request. This request can be made before or during the entry into the premises.

The COUNCIL summons anyone who doesn't pay 12 months IN ADVANCE (or make a payment arrangement) to the MAGISTRATES 'court' where they have hired a ROOM for the day.

The 'Liability Order' is simply rubber stamped by FAKE magistrates that are brought in by the Council for the 'hearing'. So it doesn't go on any Court Record and there is ZERO chance of it appearing on your Credit Score.

Whether you turn up or not is irrelevant as the 'Liability Order' was rubber stamped on the morning of the 'hearing' BEFORE the court opens (at about 9.30am).

The "Liability Order" DOES NOT EXIST on paper, only in the minds of the Council so always ask for a copy if they claim one was issued.

The whole process is so the Council can PROFIT out of the fake hearing. The 'liability' order DOES NOT EXIST on paper, only in the minds of the Council. So bailiffs NEVER have any COURT ORDER to act on. Anyone 'summonsed' should ask for their name to be removed from the LIST.

Write to both the court and the council and ask for it to be removed from the list.

The challenge should be based on COSTS:

<https://sites.google.com/view/council-tax-court-challenge/home>

You should also write to the "Section 151 Officer" and ask for a reduction in the 'liability' and point out the fact that they are trying to add unlawful costs on: <https://sites.google.com/view/section13a-1gfa1992/home>

## **COUNCIL TAX ARGUMENTS FOR DEFENCE**

### **Charge Order**

An argument setting out the legislation and the law, the claimant must meet and the legislation and the law which suggests the claim will fail.

Provide an explicit explanation detailing

firstly, why the alleged liability order document was not an order made by the Magistrates Court, but plausibly a contrivance created by the LA, masquerading as a Judicial order.

Secondly, why a single justice could not authorise a liability order given that a JP cannot order more than £1 under s16 Magistrates Court Act

Thirdly, why a JP signature on a list containing hundreds of names is not evidence that the case was adjudged as the JP has not applied his or her mind to the case.

Fourthly, regulation 34(6) provide that a liability order must not be taken to be a sum adjudged by the MC.

Fifthly, as in *Nicolson, R (on the application of) v Tottenham Magistrates & Anor [2015]*, the court is to be provided with a breakdown of the additional costs absent of which will nullify a properly obtained liability order.

Sixthly, as in *Ewing v Highbury Corner Magistrates Court & Anor [2015] EWHC 3788 (Admin) (23 December 2015)* where the magistrates fail to assess costs, the costs will fall away, where the cost part of the an order fall away, so must the balance which went to make up the aggregate. The liability order will have to be quashed.

Seventhly, Leighton V Bristow & Sutor Cardiff HCJ Judgment 2023, established that an council produced document carries no judicial authority to authorise third parties to recover or enforce council tax

The same can be said about the summons

## **Five Steps to Stealing Your House**

Every judicial process has an application and forms. Where are they? The Magistrates Court don't have them, send a DSAR, and the Council don't provide them either (send them a DSAR).

1. Summons
2. Application for Liability Order
3. Liability Order
4. Interim Charging Order
5. Final Charging Order

Charging Order must have a file of forms with the County Court for the applications - where are they? N244 as the Judge at the hearing.

## **SUMMONS**

Must Supply a paper copy of the form

<https://www.justice.gov.uk/courts/procedure-rules/civil/rules/part04>

## **REQUEST FOR JUDGEMENT SUMMONS**

Found in County Court Forms

<https://www.gov.uk/government/publications/form-n342-request-for-judgment-summons>

What form did the Council use in their application to the Court?

Case Law: Regina v. Brentford Justices, Ex parte Catlin [1975]

"... it must however be remembered that before a summons or warrant is issued the information must be laid before a magistrate and he must go through the judicial exercise of deciding whether a summon or warrant ought to be issued or not. If a magistrate authorises the issue of a summons without having applied his mind to the information then he is guilty of dereliction of duty and if in any particular justices' clerk's office a practice goes on of summonses being issued without information being laid before the magistrate at all, then a very serious instance of maladministration arises which should have the attention of the authorities without delay..." Lord Widgery CJ

## **SUMMONS APPLICATION: WHICH PROCESS ARE COUNCILS USING?**

### **For Criminal Cases:**

- Summons: In criminal law, if you wish to bring someone to court for an offense, you would typically need to go through the police or a prosecutor's office. However, private prosecutions are possible where an individual can start a case directly. For this, you'd need:

- Application for Summons or Warrant for Arrest:

This is generally done using a form related to the Magistrates' Courts Act 1980, section 1, with reference to Criminal Procedure Rules (CPR) 7.2(6).

### **For Civil Cases:**

- Summons: In civil proceedings, a summons is part of initiating legal action. Here's what you might do:

- Issue a Claim: You would start by issuing a claim at a county court. This involves filling out a claim form (like N1 for money claims) where you detail the claim against the defendant.

- After Issuing the Claim:



If the defendant does not respond or acknowledge the claim within the given timeframe, you might apply for a judgment in default. If you need to enforce this judgment, you might use a judgment summons, which requires the debtor to appear in court to discuss their means of paying the debt.

### **Court Challenge**

<https://sites.google.com/view/council-tax-court-challenge/home>

## **SUMMONS - CRIMINAL PROCEDURE RULES**

The primary legislation in the UK regarding the application for a summons in criminal proceedings is the Magistrates' Courts Act 1980.

Specifically, Section 1 of this Act deals with the issuance of summonses by justices' clerks.

However, for detailed guidance on what information must be provided, we look towards the Criminal Procedure Rules (CPR) and associated Practice Directions. Here are the key points:

Magistrates' Courts Act 1980, Section 1

Issue of summons on complaint

- Section 1(1): On an information being laid before a justice of the peace for any area that any person has, or is suspected of having, committed an offence, the justice may, in any manner prescribed by rules under section 144 of the Magistrates' Courts Act 1980, issue a summons directed to that person requiring him to appear before a magistrates' court to answer to the information, or may issue a warrant for his arrest.

This section allows for a summons to be issued but does not itself detail what must be provided. For the specifics:

Criminal Procedure Rules (CPR) - Part 7: Starting a prosecution in a magistrates' court

- Rule 7.2(1): An application for a summons or warrant under section 1 of the Magistrates' Courts Act 1980 must be in writing unless the court otherwise directs.

- Rule 7.2(6): The application must include:

- (a) the applicant's name, address, and telephone number,
- (b) the name, address and date of birth of the proposed defendant,
- (c) details of the offence alleged, including the date and place of the offence,
- (d) a concise statement of the circumstances in which it is alleged that the offence was committed,
- (e) any legislation creating the offence,
- (f) if the application is for a warrant, the reasons why it is needed instead of a summons,
- (g) any anticipated timetable for the prosecution,
- (h) any expected plea and any anticipated defence, and
- (i) any information relevant to likely sentence in the event of a conviction.

Practice Direction

- Criminal Practice Directions (CPD V Evidence 5A: Applications for summonses and warrants) provides further guidance on the application process:

- The application should be made on a form in accordance with the rules.
- The form should include everything required by Rule 7.2(6), with details of the alleged offence sufficiently particularized to enable a defendant to know what he has to answer.
- The applicant should provide a written statement or affidavit setting out the evidence on which they rely.

Summary:

- Legislation: Magistrates' Courts Act 1980, Section 1.
- Rules: Criminal Procedure Rules, Part 7, Rule 7.2.
- Practice Direction: Criminal Practice Directions, particularly CPD V Evidence 5A.

For an exact form or more detailed procedural steps, you would need to refer to:

- HM Courts and Tribunals Service for any official forms or further procedural guidance.

## **CHALLENGE COUNCIL ON COSTS**

To the Council & Court

TEMPLATE (<https://sites.google.com/view/council-tax-court-challenge/home> )

Email &

Post: 1st Class

Get proof of Postage

When Councils don't get payment of Council Tax they take you to court to get a "Liability Order".

They issue their own Summonses (which shouldn't be done) and apply charges that do not reflect what the Council is actually paying for the "Court Case". They are allowed to cover their costs, but if they overbill, that can render the "Liability Order" VOID as the Liability Order is granted for both the Council Tax "Liability" and the Costs combined.

You can prevent these costs from being added in the first place by putting the COURT and COUNCIL on notice that you are challenging the costs

## **COUNCIL STAFF SRA REGISTERED**

"Do not need to attend court" = legal advice.

A Claimant (Council) can not give a Defendant Legal Advice because council Staff are SRA Registered.

Say don't turn up to the hearing but - Can Not Give Defendant Advice

Find all the Corrupt Council Solicitors Here (<https://www.sra.org.uk/consumers/register/>)

1. Type in Your Council Name
2. Scroll to People & Roles

<https://www.sra.org.uk/consumers/register/>

**MISADVISED NOT TO ATTEND**

By the Council Who Also SUMMONED You To Attend?

**COUNCIL STAFF ARE SRA REGISTERED COMPLAIN:**

Search Your Council (<https://www.sra.org.uk/consumers/register/>)

The issue of a solicitor misadvising a defendant, touches on several aspects of professional responsibility and legal ethics:

Solicitors Regulation Authority (SRA) Standards and Regulations

Specific to Misadvice

- SRA Code of Conduct:

- Rule 5.3: You do not take unfair advantage of third parties in either your professional or personal capacity. This rule indirectly requires that when dealing with individuals, especially those without a legal background, solicitors must act with integrity and not provide misleading information.

- Duty of Care: There is a common law duty of care in negligence which can apply to solicitors. Giving incorrect or misleading advice could potentially lead to a negligence claim if a defendant relies on that advice to their detriment.

#### Professional Misconduct

##### Regulatory Actions

- Complaint and Disciplinary Action: If a solicitor is found to have misadvised someone, especially in a way that exploits their lack of legal knowledge:

- The aggrieved party could complain to the SRA.
- The SRA might investigate and could take disciplinary action against the solicitor, which might range from warnings, fines, to disbarment in severe cases.

- Informed Consent: Even if advising someone other than their client, a solicitor should ensure that the advice given is clear, accurate, and that the person understands it. However, they must be cautious about confidentiality and conflicts of interest.

#### MAGISTRATES AMENDMENT RULES 2024

Updated 8 April 2024

Duties of Justices Legal Advisors:

Amending The Regulation Councils Rely Upon:

Regulation 34  
"Duties of justices'  
legal advisers"

<https://www.legislation.gov.uk/uksi/2024/254/rule/2/made>

What are they Amending?

Council Tax (Administration and Enforcement) Regulations 1992 (SI 1992/613) - Part VI: This part, particularly Regulation 34, deals with the procedure for applying for a liability order. It states that an application for a liability order must be made to a magistrates' court, and provides for the way the complaint should be made, the evidence needed, and the procedure at the court.

#### COURT FORMS

What form did the council use in the application for a summons?

Did they use REQUEST FOR JUDGEMENT SUMMONS

Found in County Court Forms (<https://t.me/BeatBailiffs/12483>)

<https://www.gov.uk/government/publications/form-n342-request-for-judgment-summons>

Ask them for the form they used - they didn't use one.

Councils give oral liability application. No court forms = not judicial function.

<https://www.gov.uk/government/collections/county-court-forms>

#### LIST OF CIVIL COURT FORMS

<https://www.gov.uk/government/publications/civil-procedure-rules-court-forms/list-of-civil-court-forms-arranged-by-subject-matter>

The Magistrates' Courts (Functions of Authorised Persons – Civil Proceedings) Rules 2020

<https://www.legislation.gov.uk/ukSI/2020/284/made>

The Lord Chief Justice, with the concurrence of the Lord Chancellor, makes the following Rules in exercise of the powers conferred by section 144 of the Magistrates' Courts Act 1980(1) and section 67B(1) of the Courts Act 2003, having taken the steps required by section 67C of the Courts Act 2003(2)

**Functions exercisable by any authorised court officer**

1. An authorised court officer may—

- (a) fix, cancel or vary the date, time or place for a hearing, including a trial, or adjourn a hearing;
- (b) adjourn, remit or transfer proceedings from one local justice area to another;
- (c) determine an application to extend a time limit set by a rule or by the court, unless the effect would be—
  - (i) to affect the date of any hearing that has been fixed, including a trial; or
  - (ii) significantly to affect the progress of the case in any other way;
- (d) issue a summons at the request of a public authority;**
- (e) give a complainant permission to withdraw a case;
- (f) fix the date, time and place of a hearing;
- (g) amend the local justice area or responsible officer named in an order of the court;
- (h) grant bail and remand the defendant where the defendant has previously been remanded on bail in the proceedings;
- (i) state a case for the opinion of the High Court where the decision under appeal was made by an authorised court officer;
- (j) authorise the inspection of court records pursuant to rule 66(12) of the Magistrates' Courts Rules 1981(5);
- (k) endorse process for service in Scotland or Northern Ireland.

PARLIAMENT HAVE NEITHER IN THE MAGISTRATES COURT ACT 1980, NOR

IN THE COURT ACT 2003 AUTHORISE SUCH POWERS AND

Section 51 of the Magistrates Court Act 1980 confirms **ONLY A JUSTICE OF THE PEACE CAN ISSUE A SUMMONS!**

Hence any SUMMONS not authorised are void, being illegal and hence all council tax claims issued upon a summons that was not authorised by a Justice of the Peace must be set aside and all monies returned as HM Government is acting without legal authority of Parliament Assembled!

FURTHER AS RECENT AS 2018

The Courts and Tribunals (Judiciary and Functions of Staff) Act 2018 also does not confer such powers to HM Government!

Council tax liability order prescribed form were omitted in 2003.

Provide under DSAR a copy of the application the council re using to enforce non-payment of council tax in place of the prescribed forms.

The Council Tax (Administration and Enforcement) (Amendment) No.2) (England) Regulations 2003

Forms of liability order and warrant of commitment

3. - (1) in regulation 35(1) omit the words -

(a) “(in which case the order shall be in the form specified as Form A in Schedule 2, or a form to the like effect)”, and

(b) “in which case the order shall be in the form specified as form B in that Schedule, or a form to the like effect”.

(2) In regulation 48(1) omit the words “and shall be in the form specified as Form C in Schedule 2, or in a form to the like effect”.

(3) Omit Schedule 2.

## **4. The purpose of processing and the legal basis for processing personal data?**

We necessarily process personal data for the purposes of the administration of justice and supporting the independent judiciary in upholding the rule of law and in delivering justice impartially, speedily and efficiently. Processing is also necessary for the establishment, exercise or defence of legal claims.

Personal data required for this purpose is collected and held in court forms. It is also uploaded onto a court database supporting the administration of justice in court proceedings, which is used by court staff for case management purposes and to collect information about the progression of a case.

### [Court forms](#)

Court forms are developed for use in civil proceedings to enable effective case management. The forms are generally used to initiate proceedings, or to determine action within existing proceedings and the information provided enables the court to deliver justice and make important decisions. As explained above, data protection laws apply differently to the court when personal data is collected and used during proceedings.

The information they must provide - Criminal Procedure Rules, Magistrates Court Act 1980.

Procedure rules and forms for civil proceedings in magistrates' courts and the Crown Court which the civil court forms.

[https://www.gov.uk/guidance/other-procedure-rules-for-magistrates-courts-and-the-crown-court-with-statutory-instruments?fbclid=IwZXh0bgNhZW0CMTEAAR0jZmsnBDYTFmguimFF1QwuQkCNHVZB0vJ4EWq6JQf3TXGoGoau4EFBpII\\_aem\\_PDAHazssFTxEBBK6dTO-vQ](https://www.gov.uk/guidance/other-procedure-rules-for-magistrates-courts-and-the-crown-court-with-statutory-instruments?fbclid=IwZXh0bgNhZW0CMTEAAR0jZmsnBDYTFmguimFF1QwuQkCNHVZB0vJ4EWq6JQf3TXGoGoau4EFBpII_aem_PDAHazssFTxEBBK6dTO-vQ)

Magistrate Court (Forms) Rules 1981

<https://assets.publishing.service.gov.uk/media/5fba35ba8fa8f559df0b66ec/magistrates-courts-forms-rules-1981.pdf>

Forms (98)-(104)-(107)

## **Council Tax Handbook By The Child Action Poverty Group Chapter 10: Enforcement**

### **The liability order**

The court may make a liability order for one person for one amount. It can also make one liability order for more than one person and more than one amount in the form of a schedule.

Note: the form (Form A originally provided to draw up liability orders was removed from law from 10 July 2003 in Wales and 1 October 2003 in England and no form has been substituted in its place.

\* Without any written record of its order or judgment being issued by the court, an order from a magistrates' court may be invalid. This point has been raised in proceedings at various magistrates' courts since August 2015 and has yet to be resolved.

The failure by parliament to create the necessary form is a serious flaw in the legislation which potentially compromises the making of all orders and enforcement activity.

It is clear that parliament envisaged Magistrates making a physical liability order as the basis for taking of any further enforcement action, including any further steps in the court which have to be based upon a judgment or order eg, bankruptcy, charging order or possession.

A liability order is meant to identify the aggregate amount that can be recovered, including the costs, but it is unclear how this can be achieved if a magistrates' court does not make a liability order in writing and only purports to issue the liability order orally.

If the full sum claimed has been reduced (eg, because CTR has been awarded), the liability order will be for a greater sum than the amount payable. In such cases, the order remains in force and the excess amount should be treated as paid. If, following the issue of an order, you owe more than the amount specified, the local authority can only enforce up to the limit stated in the order. It must seek a new order to enforce the outstanding balance. However, if no proper stamped and sealed order is drawn up and issued by the court, then effectively the local authority may not be able to establish that any such order exists or existed at any stage, nor show that the magistrates were ever satisfied that the local authority had proved all the matters it is required to prove.

In practice, the courts seldom issue individual liability orders; the judge or chair of the magistrates normally just signs a certificate attached to the list of non-payers, but in a form that does not comply with the regulations - without the stamp or seal of the court or any form laid down in regulations since 2003 (see above). This is a serious flaw in proceedings identified by the Court of Appeal.

Until 2012, many courts did not keep any proper record of liability order hearings or the orders issued, leaving local authorities to maintain records which could be wrong and incapable of

independent verification. This has also been identified as a serious omission in enforcement by the High Court.

The lack of an adequate and independent record may be a breach of human rights under Article 6 of the European Convention on Human Rights, regarding the process of determining the civil rights and obligations of a citizen.

### **Legal basis for processing court forms.**

Magistrates Court (Forms) Rules 1981  
<https://www.legislation.gov.uk/ukxi/1981/553/made>

Where's the FORMS as Set out in MOJ Privacy Policy?  
<https://www.gov.uk/government/publications/privacy-notice-for-civil-court-forms/privacy-notice-for-civil-court-forms>

MAGISTRATES COURT DPO SENT IT TO Southampton Magistrates LEGAL ADVISER:

Confirming: - Magistrates Courts Granted NOTHING

1. Application by Excel Document
2. Summons issued by Council
3. Hearing Date on Summons
4. Oral Liability Application  
- Hearing issued by Councils
5. Doesn't Require a Seal △
6. No Judge
7. No supporting Legislation
8. Justices are acting like a Court- DWP cancelled the deduction no court order

Interesting Link attached to Privacy Policy - Regarding a Process omitted above:

COURT FORMS 🙄🙄

<https://www.gov.uk/government/publications/privacy-notice-for-civil-court-forms/privacy-notice-for-civil-court-forms>

### **Liability orders**

These documents ceased or were abolished in October 1st 2003 when forms A and B were removed from use. These changes resulted in the council tax liability order after 2003 no longer being recognised as a court document. Instead it transformed into a notification. Consequently this notification seems to bear the authority of the court with the documents status altered to that of notification there seems to be a judicial function for the justice to sign what had become a notification yet the justice continue to sign the Council document no no notification Even though doing so raise a serious moral ethical and legal implications. The magistrate would have continued to sign this document under the direction of the legal managers.

Under the freedom of information request number 230124015 question is the council tax liability order generated by the council a court document the response from El Brooks operations director at HMCTS clearly says no.

**HMCTS  
JUSTICES' CLERKS' SOCIETY**

**Procedure in Liability Order Applications**

**2. Procedure: issuing summonses**

1. The council delivers one or two complaint lists to the court with their fee (or an undertaking to pay it later)
2. The list is reviewed by a legal adviser or other member of staff with delegated powers who issues or refuses to issue the summonses.
3. Where the complaint list was sent by email (which will be normal), the legal adviser forwards the email back to the court office (forwarding ensures the complaint list is attached to the email) stating their decision. The court office then emails with council with the result and files the legal adviser's email with the attached complaint list.
4. Where the complaint list is sent in hard copy, either one copy of the list is returned endorsed to the council and the court retains the other endorsed list, or the court retains a single endorsed list and the council is informed of the result.
5. Whether the process is digital or by hard copy, the decision must be recorded and retained for three years under the Retention and Destruction Policy.
6. The council then prints and serves the summonses.
7. The Magistrates' Courts Rules do not require a signature on summonses, however a council's software may affix one. If the name is wrong (e.g. it refers to a justices' clerk), that is a defect of form, and is not fatal to the summons or the subsequent proceedings (Magistrates' Courts Act s. 123).

**3. Procedure: Liability Order application**

1. Since 2021, this procedure may be carried out by audio or video link. Parties should always be permitted to appear in person if they wish however.
2. The legal adviser is given an up to date printout of the Council's applications by a Council representative. This will set out the name and details of each defendant and against that the order the Council wishes the court to make.
3. The court hears a bulk application for all non-attenders: the Council representative proves the technical requirements on oath and gives evidence that the sums levied have not been paid.
4. Any defendant attending or writing to the court is dealt with individually and orders made (or not made) in their case. Their attendance or otherwise is also recorded.
5. The legal adviser records the overall number of liability orders made, withdrawn, dismissed and adjourned. This may be recorded on a file cover or on the copy printout, or both.
6. In addition for each case where the court does not make the order set out in the Council's printout, the legal adviser notes the actual order made against the defendant's name in the printout.
7. This means that there is a definitive record on the Council's printout of all orders made.
8. The numbers of orders granted, withdrawn etc. recorded by the legal adviser, are input after court and appear in the Libra register.



9. Any adjourned cases are individually case-entered and resulted (to generate a door list and appearance in the Libra diary).

10. The council's printout, marked up by the legal adviser, is kept permanently, as an annexe to the court register. The results are disclosable under Rules 66ff MCR 1981 (there is a certified extract template onto which the result should be copied).

#### **4. Orders**

The order is made when the presiding justice pronounces it, and is recorded in the court register, see section 3. Since repeal of the prescribed order, there has been no court produced order. The Council's software should generate a notice that the order has been made, which is sent to the defendant. They should not be signed or endorsed with the name of a JP or court officer (still less a justices' clerk!)

Some councils are still sending out their notification in the form of a liability order, but even so it is not a court-generated document, it is notification of the order made by the justices.

#### **5. Procedures prior to the hearing**

The Court and its staff should not give the impression that the Council is in charge of the process.

If a respondent writes asking for an adjournment the court should ask the Council for its views, but the decision on an adjournment should be made by a bench, or by a member of staff with powers to adjourn. Under no circumstances should the correspondence simply be sent to the Council, or respondents told to deal directly with the council in relation to adjournments.

If respondents wish to enter into negotiations with the council about payment they should be directed to the Council, but advised that the court hearing will remain fixed until further notice.

Notice how they clearly state:

The Court and its staff should not give the impression that the Council is in charge of the process.

As we all know it is the council in charge of all the shennaghans and not the court. They are both complicit in fraudulent activities.

#### **MAGISTRATES COURT**

MAGISTRATES COURT  
Where Sealed or Signed Judicial Documents are Granted

Do you have a judicial document? Is it sealed or signed?

MAGISTRATE  
Works at The Magistrates Court can not Grant Judicial Documents outside the Magistrates Court;  
le: The Council

COURT  
An Enclosed Space

DPO RESPONSE DECIPHERED

- Using the Phrase
- MAGISTRATES COURT
- MAGISTRATE
- COURT

are not interchangeable - Have their Own Meaning.

SEALS Are a Requirement on Judicial Documents

SEALS AND SIGNATURES

“We don’t Require...  
is BULLSHIT

COUNCILS SIMPLY CAN NOT  
1. SEAL A FUNCTION  
2. ARE NOT A  
JUDICIAL AUTHORITY

Magistrates Court Rules 1981

Rule 67:

Proof of service, handwriting, etc.

67.—(1) The service on any person of a summons, process, notice or document required or authorised to be served in any proceedings before a magistrates' court, and the handwriting or seal of a justice of the peace or other person on any warrant, summons, notice, process or documents issued or made in any such proceedings, may be proved in any legal proceedings by a document purporting to be a solemn declaration in the prescribed form made before a justice of the peace, commissioner for oaths, clerk of a magistrates' court or registrar of a county court or a sheriff or sheriff clerk (in Scotland) or a clerk of petty sessions (in Northern Ireland).

<https://www.legislation.gov.uk/ukSI/1981/552/rule/67>

JUDICIAL FUNCTIONS

- Liability Orders are not Sealed They are not a Judicial Document but Judicial Function:  
Magistrates Court Rules 1981 <https://www.legislation.gov.uk/ukSI/1981/552/contents>

And : <https://www.gov.uk/guidance/other-procedure-rules-for-magistrates-courts-and-the-crown-court-with-statutory-instruments>

JUDICIAL PROCESS

Know when to Respond, misusing the process.

As The Court has Confirmed all the functions ; Summons, Liability Order are “FUNCTIONS”

- The DC will Require a Judicial Document Prior to Attending. Leighton Case there is no sealed judicial document. Just a judicial function.
- DWP will require a Judicial Document prior to making Benefit Deductions. This is how we stop the deduction - there is no judicial document on which DWP can act.

-  
Please can I have the legislation you rely upon that states DWP do not require to view a Judicial order or Magistrates Documents?

Southampton Magistrates Court have confirmed no Judicial Order has been issued by them;

Southampton Council have failed to produce the "Liability Order" you are referring to.

I believe it's imperative you seek these judicial Documents you rely upon for Court proceedings;

## GOVERNANCE

Council Governed by Local Government Act 1972  
and if on Companies House the Companies Act 2006.  
<https://www.legislation.gov.uk/ukpga/1992/14/contents>

### THE 3 REGULATIONS COUNCILS RELY UPON

#### OVER- RIDING LEGISLATION

1. Local Government Finance Act 1992 (<https://www.legislation.gov.uk/ukpga/1992/14/schedule/4>)

#### REGULATIONS

2. Council Tax (Administration and Enforcement) Regulations 1992 (<https://www.legislation.gov.uk/uksi/1992/613/contents/made>)

#### REGULATIONS

3. Council Tax (Demand Notices) (England) Regulations 2011 (<https://www.legislation.gov.uk/uksi/2011/3038/body/made>)

Side note: Which Legislation Governs your Council?

### **How liability for Council Tax is determined**

Liability for Council Tax is determined by the Local Government Finance Act 1992 and the subsequent regulations. This statute, created by a democratically elected Parliament of the United Kingdom which has received the assent of the Crown and subsequent statutory regulations, sets out a local authority's rights to demand council tax to fund services and who is liable to pay.

The legislation that covers Council Tax is freely available from the Government Legislation website:

- [Local Government Finance Act 1992](#)
- [Council Tax \(Administration and Enforcement\) Regulations 1992](#)
- [Council Tax \(Demand Notices\) \(England\) Regulations 2011](#)

The Council Tax (Administration and Enforcement) Regulations 1992 give local authorities the right to demand Council Tax which is used to fund essential local services.

## LIABILITY ORDERS

ONE MAGISTRATE CAN NOT ORDER MORE THAN £1

<https://www.legislation.gov.uk/ukpga/1980/43/section/121>

(5) A magistrates' court composed of a single justice shall not impose imprisonment for a period exceeding 14 days or order a person to pay more than £1.

A HMCTS -

LEGAL ADVISOR AUTHORISED A Liability Order for The Council, a Mag or 2 Present

WHAT JUDICIAL DOCUMENT THE COURT GRANT?

NONE..

it was an Administrative Function via HMCTS

Magistrates Court Act 1980

S.121 (5) (<https://www.legislation.gov.uk/ukpga/1980/43/section/121>)

(5) A magistrates' court  
composed of a  
single justice  
shall not impose  
imprisonment for a  
period  
exceeding 14 days  
or  
order a person  
to pay more than £1.

Ask The Court: Template Here:

DSIR REQUEST INFORMATION from Administration

If Due process was followed correctly

All these Documents were Sent and Received by HMCTS:

1. Application
2. Summons
3. Hearing
4. Notice of Liability
5. Enforcement Warrant

Containing All Your Personal Data and Information make a DSIR Request:

.....

[Your Name]  
[Your Address]  
[City, Postal Code]

[The Date]

Disclosure Team  
Post point 10.24  
102 Petty France  
London SW1H 9AJ

Email: [data.access@justice.gov.uk](mailto:data.access@justice.gov.uk)

Dear Data Protection Officer,

ARTICLE 15 UK GDPR REQUEST DATA SUBJECT: [ Your Name]

I am requesting that you provide me with a copy of below documents containing my personal data in respect of Council Tax in favour of [COUNCIL NAME] pursuant to Article 15(3) UK GDPR?

1. Application for Liability Orders received from [COUNCIL NAME]
2. Summons related to the above applications issued
3. Notification of Hearing
4. Notice of Liability Order issued
5. Related to above application and Summons.

The Data shall be provided within 1 calendar month, pursuant to Article 12(3) UK GDPR.  
Kind regards,

[Your Name]

HMCTS V MAGS

Why not just say a Liability Order is a Judicial Document  
They Can't - but this is  
CORRUPT AS FUCK

HMCTS  
Ask them a direct question:  
"is the liability order a Judicial document"

Local Government Finance Act 1992  
SCHEDULE 4  
Enforcement  
"Magistrates Court Order" (Liability Order)

LOCAL AUTHORITY'S FAILURE TO PRODUCE PHYSICAL COPIES OF LIABILITY ORDER(or  
Warrant) MEANS THEY CAN NOT ENFORCE

The argument centres around the fact that magistrates' courts have not physically issued liability orders since 2003, when regulation 35 of the Council Tax (Administration and Enforcement) Regulations 1992 (<https://t.me/BeatBailifs/11560>) was amended to remove reference to a specified form. Council Tax Handbook (<https://t.me/BeatBailifs/11558>)

SHELTER: Freeman of The Land Roundup ([https://england.shelter.org.uk/professional\\_resources/news\\_and\\_updates/freeman\\_on\\_the\\_land\\_case\\_law\\_round\\_up](https://england.shelter.org.uk/professional_resources/news_and_updates/freeman_on_the_land_case_law_round_up))

SIGNIFICANT CASES  
re: LIABILITY ORDERS V COUNCILS ALL BUNDLED UP IN FOTL:  
Leighton V Bristow (<https://t.me/BeatBailifs/11565>)  
And  
Kofa v Oldham (<https://t.me/BeatBailifs/12517>)  
Justice Procedure Rules  
Must Supply a Paper Copy of The " (<https://t.me/BeatBailifs/12482>)Form" (<https://t.me/BeatBailifs/12482>)

## LIABILITY ORDER MADE BY MAGISTRATES COURT NOT Justice of The Peace

Anyone can be a JOP for the Magistrates Court  
- That's Not The Magistrates Court

Therefore this Route is not open to (JOP that works for the Councils)

The Council Tax (Administration and Enforcement) Regulations 1992  
50.—(1) An application to the appropriate court may be made under this regulation where—  
a magistrates' court has made a liability order pursuant to regulation 34(6),

Reg 50 (<https://www.legislation.gov.uk/ukxi/1992/613/regulation/50/made?view=plain>) is NOT  
open to Local Authority's"  
<https://www.legislation.gov.uk/ukxi/1992/613/regulation/50/made?view=plain>

## MAGISTRATES DO NOT GRANT LIABILITY ORDERS

2. Alan Murdie - Barrister  
Has updated The Council Tax Handbook since 1998

Chapter 10: Enforcement

3. Liability orders (England and Wales)

Liability Orders

Council Tax Handbook 14th edition (<https://cpag.org.uk/shop/handbook/council-tax-handbook-14th-ed>)

## KOFA V OLDHAM 2024

Liability orders must be made by the magistrates court  
(<https://www.bailii.org/ew/cases/EWHC/Admin/2024/685.html>)

## LIABILITY ORDERS MUST BE MADE BY THE MAGISTRATES COURT

KOFA V OLDHAM (2024) (<https://www.bailii.org/ew/cases/EWHC/Admin/2024/685.html>)

This provision is clear  
and express.

In making a Charging Order,  
the county court (as the  
appropriate court) will need  
to be satisfied that a liability  
order (or liability orders)  
have been "made"  
by the magistrates' court.

This was a judicial review dismissed because she missed the Appeal -  
The Council blamed The County Court for making the order.

POINTS OUT CLEARLY  
PRIMARY LEGISLATION

MUST READ

<https://www.bailii.org/ew/cases/EWHC/Admin/2024/685.html>

Shelter Article

<https://t.me/BeatBailifs/11556>

Online (<https://www.bailii.org/ew/cases/EWHC/Admin/2024/685.html>) | PDF (<https://t.me/BeatBailifs/12517>)

Legal Adviser: Confirms No forms Were Submitted To Magistrates Court (<https://t.me/BeatBailifs/12506>)

## RECOVERY

### A COURT OF COMPETENT JURISDICTION SCHEDULE 4

As Enacted (<https://www.legislation.gov.uk/ukpga/1992/14/schedule/4>)

1. (3) Regulations under sub-paragraph (2) of that paragraph may provide that any sum falling within that sub-paragraph shall be recoverable in a court of competent jurisdiction.

<https://www.legislation.gov.uk/ukpga/1992/14/schedule/4>

### LOCAL GOVERNMENT ACT 1972

As Enacted (<https://www.legislation.gov.uk/ukpga/1992/14/schedule/4>)

Schedule 4

Regulations for recovery of sums payable

(3) Regulations under paragraph 1(1) above may provide that a person shall be guilty of an offence if he is required by any provision included by virtue of paragraph 5(2)(g) or (h) or (3)(a) or (b) above to notify another person and—

he fails without reasonable excuse to notify the other person in accordance with the provision;  
or

in notifying the other person in purported compliance with the provision **he makes a statement which he knows to be false in a material particular or recklessly makes a statement which is false in a material particular.**

<https://www.legislation.gov.uk/ukpga/1992/14/schedule/4>

Lord Chief Justice Dame Sue Carr

## FAKE SUMMONS AND LIABILITY ORDER

Legal Advisers to Magistrates' Courts:

Often referred to as Justices' Clerks or Legal Advisers, work within each magistrates' court to provide legal guidance to the lay magistrates.

They are are part of the court's administrative staff, employed by the HM Courts and Tribunals Service (HMCTS)

Regulations do not over ride Legislation.

A computer print out is not a judicial document.

Proof of service is not a judicial document.

## A DOCUMENT PURPORTING TO BE A CERTIFICATE

Printed by Court Computer ?

IS NOT A JUDICIAL DOCUMENT

WHO is Amending the Rules to encourage Council Corruption?

Amended April 2024 🤔

Do Legal Advisers follow the New Rules?

DO COURT LEGAL ADVISERS FOLLOW THE CORRECT UPDATED PROCESS: (<https://t.me/BeatBailifs/12474>)

### **LEGAL ADVISER DUTIES**

Legal Advisers to Magistrates' Courts:

Often referred to as Justices' Clerks or Legal Advisers, work within each magistrates' court to provide legal guidance to the lay magistrates.

They are are part of the court's administrative staff, employed by the HM Courts and Tribunals Service (HMCTS)

### **MAGISTRATES AMENDMENT RULES 2024**

Updated 8 April 2024

Amending The Regulation Councils Rely Upon:

Regulation 34  
"Duties of justices'  
legal advisers"

<https://www.legislation.gov.uk/ukxi/2024/254/rule/2/made>

What are they Amending?

Council Tax (Administration and Enforcement) Regulations 1992 (SI 1992/613): (<https://t.me/BeatBailifs/12476>)

- Part VI: This part, particularly Regulation 34, deals with the procedure for applying for a liability order. It states that an application for a liability order must be made to a magistrates' court, and provides for the way the complaint should be made, the evidence needed, and the procedure at the court.

A justices' legal adviser—

(a) must provide the court with any legal advice that it needs to carry out its functions, whether the court asks for that advice or not, including advice about—

- (i) questions of law,
- (ii) questions of mixed law and fact,
- (iii) matters of practice and procedure,
- (iv) relevant judicial decisions that bind the court,
- (v) the process to be followed to reach a decision,



- (vi) the process to be followed when determining a matter,
  - (vii) the range of orders available to the court and the matters to be taken into account, and
  - (viii) any other matter relevant to the case before the court;
- (b) must allow the parties, if present, an opportunity to make representations to the court about that advice;
- (c) before a hearing begins must draw the court's attention to, as appropriate
- (i) the substance of any application about to be made, including the test (if any) which must be applied and the burden and standard of proof,
  - (ii) what the parties say is agreed,
  - (iii) what the parties say is in dispute, and
  - (iv) what the parties say about how each expects to present the case, especially where that may affect its duration and timetabling;
- (d) must assist the court by making a note of the substance of any oral evidence or representations, to help the court recall that information;
- (e) may ask questions of a party or witness on the court's behalf to clarify representations and evidence and to obtain information sufficient to allow the court to make such decisions as are required;
- (f) must assist the court with the formulation and recording of reasons for its orders and, if necessary, other decisions; and
- (g) may make announcements on the court's behalf, other than an announcement of an order or finding of fact.
- (3) To provide the legal advice required by paragraph (2)
- (a) a justices' legal adviser must—
    - if necessary, attend the members of the court outside the courtroom; and
    - in that event, inform the parties, if present, of any such advice given there.
- (4) A justices' legal adviser must assist a party who has no legal representative—
- to understand what the court requires and why;
  - to provide information required by the court to prepare for a hearing or to carry out its other functions; and
  - if necessary, to make representations to the court or to give evidence.
- (5) In performing the functions for which these Rules provide a justices' legal adviser—
- (a) must avoid the appearance of advocacy for a party;
  - (b) must adhere to the same principles that apply to courts of independence, impartiality, integrity, propriety, competence, diligence and ensuring fair treatment; and
  - (c) may consult with other justices' legal advisers."

Source (<https://www.legislation.gov.uk/ukxi/2024/254/rule/2/made#f00006>)

The Magistrates' Courts (Amendment) Rules 2024

3. Duties of Legal Advisers

## **COUNCILS CAN NOT EXERCISE POWERS OF A COURT**

The court does not operate under either Civil Procedure Rules or Criminal Procedure Rules, only the Local Government Finance Act 1992, which is not a set of rules for a court.

<https://www.legislation.gov.uk/ukpga/Vict/51-52/41/section/78>

Local Government Act 1888

S.78(2) <https://www.legislation.gov.uk/ukpga/Vict/51-52/41/section/78>

(2) Provided that the transfer of powers and duties enacted by this Act shall not authorise any county council or any committee or member thereof—

(a) to exercise any of the powers of a court of record; or

(b) to administer an oath; or

(c) to exercise any jurisdiction under the Summary Jurisdiction Acts, or perform any judicial business, or otherwise act as justices or a justice of the peace

### **ASK THE COURT**

What Judicial Documents they sent.

Who was the judge.

Who paid the judge.

## **LAND REGISTRY**

Write to them regarding their role in the scam.

A charging order is a fraud as there is no valid liability order but Land registry is part of this scam. they say they only follow paperwork from the CNBC like in Northampton which is not a court and has no jurisdiction, but dishonest solicitors or council present them as a proof of debt because they get the JoPs to sign a piece of paper saying "Liability Order" . then they claim it is a court document and is certified because there is a signature. This is untrue and illegal so it is a scam. i told the land registry that and am fighting them. my matter has been moved to the highest level 2 resolution procedure within the LR. They are all at it - it is a very well-orchestrated fraud with everybody playing their role perfectly and installing fear in us.

## **CNBC**

Where the CNBC county court has made an interim charging order at a hearing fir which no notice had been given to the recipient of the CO, and of course the hearing was without parties, just based on paperwork and the N379 the interim states you can request that the decision be reconsidered by a district judge.

Now case law re orders resulting from hearing only/no parties present appears to offer a 'rehearing' of the whole case or a 'review' of the decision. Now clearly if paperwork suggests that there was insufficient or faulty evidence supplied then surely you are seeking a rehearing of the matter from the start NOT well we've got an interim order so let's review that decision.

<https://www.civillitigationbrief.com/2019/07/02/civil-procedure-back-to-basics-48-an-application-to-set-aside-an-order-made-without-notice-is-a-rehearing-and-not-a-review-no-need-to-worry-about-the-tibbles-criteria-getting-its-claws-into-the-c/>

<https://www.civillitigationbrief.com/2020/07/28/costs-orders-made-without-a-hearing-henry-viii-and-the-relevant-criteria-for-varying-orders/>

### 73.10

(1) This rule applies where the interim charging order was made at the Civil National Business Centre and the matter has not been transferred under rule 73.4(6) for a hearing.

(2) If any person objects to the court making a final charging order, that person must—

(a) file; and

(b) serve on the judgment creditor,

written evidence stating the grounds of objection, not later than 28 days after service on that person of the application notice and interim order.

(3) If any person files evidence stating grounds of objection to the making of a final charging order, the court must, in accordance with paragraph (4), transfer the application for hearing to the judgment debtor's home court.

(4) Following receipt by the court of one or more objections, the matter must be transferred under paragraph (3)—

<https://www.civillitigationbrief.com/2018/06/11/applications-to-set-aside-summary-judgment-orders-a-world-of-their-own-not-quite-cpr-39-3-but-very-close/>

CPR 73.7 and further in response to receiving the interim CO 73.10 <https://www.justice.gov.uk/courts/procedure-rules/civil/rules/part73#73.7>

the lines between “authorise” and “issue” are often blurred or misunderstood ie the granting of an order, as I understand it, has to be a Judicial function but the posting of it anyone can do and whether one calls that issuing or serving is not important. However the lines are again blurred because the Liability Order which Councils Serve, Post or issue is NOT a LO but rather a Notice of LO & the reference numbers on the Notice do not relate to the ACTUAL Court Bulk Listed Record.

The Court Record is held under a different/separate Court ref no which you are not given.... a “Bulk Listing Number” !!! And this does not relate to any references on the Notices which are sent out.

In My case(s), HMCTS has now confirmed all four of them back to 2019 that they do not hold a copy of the Councils Bulk list of names on record meaning that they cannot prove the LO in a specific persons name ie Some 3,000 people.

Summary:

- the LO notices which ppl have are not Orders of the court.
- the bulk listed list of respondent names have likely not been retained on Court record & so there will be no record of a name against a bulk list. This was the case in 100% of my case files. I can testify to that.
- the summons costs argument is a separate argument and easily winnable in my view.
- in the N379 Ex Parte Interim Charge Order App Councils used “Notice of LO” as evidence under oath and the Interim Order was granted by unnamed person.

## **FINAL CHARGING ORDER**

Final charging order hearing in the Civil National Business Centre

If the interim charging order has been made in the Civil National Business Centre, the debtor or any other person served with the order can request for the decision to be reconsidered by a district judge. A request must be received by the court within 14 days of the order being served. A district judge will review the request without a hearing. There is no fee for this.

If the debtor or any other person served with the order wants to object to the making of a final order, they must do so in writing within 28 days of the order being served. There is no fee for this.

If the court does not receive any objection, they will consider making the final charging order after 49 days (starting from the date when the interim charging order was made).

If a final charging order has been made by a legal adviser, the debtor or any other person served with the order can request for the decision to be reconsidered by a district judge. They must do so in writing within 14 days of the order being served. A request must include:

a summary of the issue

an explanation of why they want the order to be reconsidered

A district judge will review the request without a hearing. There is no fee for this.

Final charging order hearing in a county <https://www.gov.uk/government/publications/third-party-debt-orders-and-charging-orders-ex325/apply-for-a-charging-order>

## **The Court**

Contact the Court or Courts on the Summons and the Liability Order.

The civil procedure rules cover your access to court documents. If the council claim to have a liability order against you, then you can enter a request, in writing under these rules, to see any judgments against you. Those that have done so have found that no judgment was made against them because the 'court' is bogus and hired privately by the councils. Some of you may have noticed that when you get notification of 'court' proceedings that they encourage you to NOT attend court. Not surprising, because they do not want you to challenge the nature of the court and the jurisdiction. .

The court will say that the council issue liability orders.

All the Council has is a list of names of all people who did not pay the Council tax in that year, which is rubber stamped by a Private Administrative Hearing, that is conducted in many cases in the rooms normally used by the Magistrates Courts.

## **Solicitors**

"We see from your letter that you intend to take legal action to recover this alleged debt. Be aware that, if you do pursue a legal action, in civil jurisdiction, that all records of any court action that is initiated by you will be monitored by ourselves under 'Civil Procedure Rules r.5.4 (1) & Civil Procedure Rules r.5.4.2. Any actions taken by you or any other representative of your company that is in breach of Section 2 (1) (a) of the Fraud Act 2006, will be reported to the correct authorities."

## **Case Law**

Nottingham.

The council's case was thrown out due to lack of any proof that there was any service of a

'Statutory Demand' ie the Liability Order was not served on the person they're trying to make bankrupt.

Bolsover District Council Bankruptcy Petition.

Written submission of the Petitioning Creditor.

- a. The Council has failed to prove a debt upon which these proceedings can rely.
- b. There is no valid service of the Statutory Demand dated xx upon the Debtor.

Did the council move a debt upon which these proceedings can rely?

Was there valid service of the Statutory Demand dated xx upon the Debtor.

Was the Petition validly served upon the Debtor?

Were the requisite Court fees in respect of the Petition, including the Official Receiver's deposit paid by the Council?

## Charging orders

A charging order effectively 'mortgages' the property with the debt. This method of recovery is available if you are the owner or part-owner of the dwelling. It cannot be used if you are a tenant or licensee. If the local authority has obtained one or more liability orders and the total debt outstanding is at least £1,000, it can apply to the county court for a charging order against the dwelling, provided it is the one that gave rise to the council tax arrears.<sup>154</sup> **Note:** a charging order cannot be used against any other property owned or occupied by you. The decision to use this method of recovery is a discretionary one. In practice, local authorities are more likely to use a charging order if you have £5,000 or more in council tax arrears. The local authority must consider all the relevant factors before deciding

to adopt this method, and a local authority is likely to attract criticism if it seeks to obtain a charging order for a relatively small amount.

In deciding whether to grant a charging order, the county court must consider all the circumstances of the case, including:<sup>155</sup>

- your personal circumstances; *and*
- whether any other person would be 'unduly prejudiced' if an order were granted.

If the debt remains unpaid, the local authority may apply to the court for the property to be sold to pay the debt. In practice, the court rarely orders the property to be sold. Obtaining a charging order does mean, however, that if the property is sold or remortgaged, the local authority is potentially entitled to receive the outstanding amount from the proceeds of the sale. This is only the case, however, if there are sufficient funds remaining after any charge with a higher priority, such as a mortgage, has been met. If you have negative equity with an existing mortgage lender, the use of a charging order will not result in any recovery.

**Prison**

From the Institute of Revenues Rating and Valuation

These are adversarial proceedings between the council and the Debtor, so the Council must show a prima facie case before the court conducts a means enquiry.

The council must prove and the court record:

- Liability Order
- Failure of deduction of benefits, attachment or earnings and distress (the regulation itself only requires failure of distress/TCOG, but caselaw requires the exploration of alternatives.

1. The finding of wilful refusal or culpable neglect ... some reasons we have seen do not justify this ie 'prioritised other debts' which does not state why the debtor was at fault in doing so, or 'has not kept up payments' which simply states the obvious.
2. The reason for imprisonment ... commitment for council tax is instrumental, not punitive. Court has to find not only wilful refusal and culpable neglect but also that commitment will be effective to compel payment and should say so.

## Case

Wigan Council. Rob Austin said the system used by the Local Authority does not follow the regulations. The liability order issued failed to comply with the Council Tax Administration and Enforcement Regulations. Neil Heffey, solicitor.

## COURT SUMMONS

Options on receipt of a summons:-

1. Go into court and ask for proof of obligation/valid contract which they won't have.
2. Ignore and deal with the debt collectors at the door - they give up after a while.
3. Go to court. They will try to negotiate with you outside the court - if make an offer of £20 per month that may buy you some time, but ultimately you are admitting you owe them so they will come after you for the rest at some point.
4. Write a notice of rejection of the offer and rebut the summons - ask which valid court has sent this/which judge etc.

The court summons for council tax is fabricated by the council and issued by the council, it is not a proper summons issued by a magistrates court and is therefore not on the court system.

We know that a magistrates' court handles criminal cases; and that debts are not a criminal matter but a civil matter. Civil matters are heard in county courts. So the fact that a civil matter is being heard in a criminal court is the first clue that there is something wrong. They can't hear it in a civil court which is responsible for money disputes because they would have to provide the evidence that a contract or agreement was broken, which, of course, they can't because they can't provide proof of claim.

I read through a council tax summons and noticed that:

- the name of the court is not mentioned on the summons
- the name of the individual at the court who issued the summons as recorded by the designated officer is not mentioned
- there is no court seal
- there is no signature of the Clerk, Magistrate, or the Justice of the Peace.

- the envelope the summons was sent in has the unique franking machine die number of the council printed next to the postage amount.
- court documents do not have barcodes. Barcodes are produced by the council to track documents from their bulk processing centre.

Pursuant to the Magistrates' Court Act 1980, a justice of the peace issues a summons and signs it so that the individual can answer to the complaint.

### **SUMMONS CAN ONLY BE ISSUED BY JP summary:**

Council Tax (Administration and Enforcement) Regulations 1992 refers to The Justices Clerk Rules 1970, where authorising of Clerks to issue summons' was included...

HOWEVER BY 1980 ALL PARLIAMENTARY AUTHORITY FOR THIS WAS REMOVED BY SECTION 51 OF THE MAGISTRATES COURT ACT 1980, WHICH PARLIAMENT AGAIN REAFFIRMED IN THE COURT ACT 2003 .

#### 4. Magistrates Court Act 1980

4.1. As Section 51 of MCA1980 stood in 1992 <https://www.legislation.gov.uk/ukpga/1980/43/section/51/1991-02-01> when the CTAER1992 regulations were made:

Issue of summons on complaint.

"Subject to the provisions of this Act, where a complaint is made to a justice of the peace acting for any petty sessions area upon which a magistrates' court acting for that area has power to make an order against any person, the justice may issue a summons directed to that person requiring him to appear before a magistrates' court acting for that area to answer to the complaint."

4.1.1. THEREFORE on complaint Parliament has only authorised a JP to issue summons, and

4.1.2. Parliament reconfirmed their will in the updated of section 51 by the Courts Act 2003 leaving it as it stands today:

"Where a complaint relating to a person is made to a justice of the peace, the justice of the peace may issue a summons to the person requiring him to appear before a magistrates' court to answer to the complaint."

#### 4.2. Section 144 – Rules committee and rules of procedure

LC may appoint a Rules Committee to make rules to be followed in Magistrates Courts and Justices Clerks and then details members.

Sub-section 145 (d) limits the extent of those rules for justices' clerks:

"as to the extent to which a justices' clerk may engage in practice as a legal representative;"

4.2.1. Section 144 of MCA1980 Rules of procedure to be authorised by LCJ with concurrence of LC and if LC does not agree must provide written reasons. This does not authorise the changing of the MCA1980.

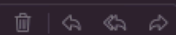
4.3. THEREFORE: MCA1980 DOES NOT confer powers to LCJ nor to LC to makes rules changing section 51 (updated 2003) of the MCA1980.

### **SIGNATURES**

A court summons requires a signature. Send an FOI request to the alleged court asking them how you can identify an authentic summons.

**H** HA.BasMags  
FW: DSAR  
To: [REDACTED]

14:53



Dear [REDACTED]

All magistrates' courts will authorise the issue of summonses from a wide variety of prosecuting bodies, as well as, for example, local authority for council tax enforcement. These documents will vary enormously. However, for our Region (South West – which includes Hampshire, Isle of Wight, Wiltshire, Dorset, Devon, Cornwall, Avon and Somerset) these should all contain some sort of signature, electronic or otherwise, from Head of Legal Operations, Sandie Roveri, under whose authority they are issued.

Regards

---

**From:** [REDACTED]  
**Sent:** 09 June 2022 09:47  
**To:** WHIOWDutyLegal <WHIOWDutyLegal@justice.gov.uk>  
**Subject:** Re: DSAR

Dear Mrs Thornton-Dale

Thank you for taking the time to answer my enquiry, I appreciate your quick response.

For future reference, I wondered if there was any guidance as to how an inexperienced member of the public would be able to identify an authentic court summons? Are there any attributes that one would need to be aware of in order to differentiate it from something that was possibly a financial scam?

With best wishes



# Courts Act 2003

<https://www.legislation.gov.uk/ukpga/2003/39/part/6A>

## CA2003 §67A (1) Meaning of “judicial office holder” and “relevant judicial function”

- (a) “judicial office holder” has the meaning given by section 109(4) of the Constitutional Reform Act 2005;
- CRA2005 §109 Disciplinary powers: interpretation**  
(4) “Judicial office” means—  
(a) office as a senior judge, or  
(b) an office listed in Schedule 14;
- [THIS LIST DOES NOT INCLUDE JUSTICES CLERKS / LEGAL ADVISORS]**  
and “judicial office holder” means the holder of a judicial office.
- (a) “relevant judicial function” means— a function of a court to which the general duty of the Lord Chancellor under section 1 of this Act applies
- CA2003 §1 The general duty**  
(1) The Lord Chancellor is under a duty to ensure that there is an efficient and effective system to support the carrying on of the business of—  
(a) the Senior Courts,  
(aa) the Court of Protection,  
(b) the county court,  
(ba) the family court, and  
(c) magistrates’ courts.
- (b) a judicial function of a person holding an office that entitles the person to exercise functions of such a court;  
(and then list exceptions)

## **Intent of CA2003 §67A – ONLY judicial office holders can carry out relevant judicial functions.**

### CA2003 §67B Authorisation to exercise relevant judicial functions

- (1) Rules of court may provide for the exercise of relevant judicial functions by persons who
- ONLY judicial office holder can carry out relevant judicial functions** listed at CA2003 §67A(1)(a)
- (a) are appointed under section 2(1) of this Act

**CA2003 §2 Court officers, staff and services**  
(1) The Lord Chancellor may appoint such officers and other staff as appear to him appropriate for the purpose of discharging his general duty in relation to the courts.

OR section 40(1) of the Tribunals, Courts and Enforcement Act 2007

**TCEA2007 §40 Tribunal staff and services**  
(1) The Lord Chancellor may appoint such staff as appear to him appropriate for the purpose of discharging his general duty in relation to the tribunals.

## **Intent of CA2003 §67B – Any secondary legislation claiming conferred powers to make rules for relevant judicial functions can only be carried out by judicial office holders....**

**SUMMARY – All rules made under these powers are constrained that only judicial office holders can carry out relevant judicial functions.**

**All rules made under these powers DO NOT AUTHORISE changing who can issue a summons other than a Justice of the Peace in accordance with section 51 of the Magistrates Court Act 1980**

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# Courts and Tribunals (Judiciary and Functions of Staff) Act 2018

<https://www.legislation.gov.uk/ukpga/2018/33/crossheading/functions-of-staff>

Where updating another Act check the status of that act - Changes to Legislation bar - if green no outstanding updates resulting from new Acts = Text is up to date

§1 – Summary: Updates various Acts and

§2 – Summary: Alters some judicial titles

## CTA2018 §3 Authorised court and tribunal staff: legal advice and judicial functions

- (1) Provides a **schedule** detailing conferred powers relating to affected Acts and the powers conferred therein.

### The schedule PART 1:

4 through 10 lists the changes to the Magistrates Court Act 1980 **and NO powers are granted to update section 51 Issue of summons on complaint**

25 through 36 list changes to giving legal advice to Justices of the Peace **and NO powers are granted to update section 51 Issue of summons on complaint**

### The schedule PART 2:

This is specific to the Tribunals, Courts and enforcement Act 2007 **and NO powers are granted to update section 51 Issue of summons on complaint**

**SUMMARY – All rules made under these powers DO NOT AUTHORISE changing who can issue a summons other than a Justice of the Peace in accordance with section 51 of the Magistrates Court Act 1980.**

Only a Justice of the Peace can issue a summons.

## **Councils Committing the Crime of Uttering**

By issuing a fabricated summons and liability order the council is committing the crime of uttering. In English law, the term "uttering" refers to the act of presenting or using a forged document, knowing it is forged, with the intent to deceive or defraud. Uttering is considered a criminal offence and often accompanies forgery, as it involves attempting to pass off a forged document as legitimate.

Uttering is a crime involving a person or wo/man with the intent wilfully, knowingly to defraud, that knowingly sells, publishes or passes a forged or counterfeited document. More specifically, using forgery to create a falsified document and the act of knowingly passing on or using the forged document.

“Any person who utters and publishes as true any false, forged, altered or counterfeit record, deed, instrument or other specified writing, knowing it to be false, altered, forged, or counterfeit, with the intent to injure or defraud through deception will have committed high treason. The maximum sentence for the crime of Uttering is life in prison or death by execution.

Presentation of a Forged Document: Uttering involves the act of presenting, issuing, or attempting to pass a forged document to another party.

Knowledge of Forgery: The person committing the offense must know that the document is forged. Ignorance of the forgery would typically not meet the threshold for this crime.

Intent to Defraud: Uttering is often charged where there is an intention to deceive or defraud someone, whether to gain financially or cause a detriment to another party.

While closely related to forgery, which involves the creation of a fake document, uttering specifically addresses the act of passing that forged document as genuine. Both offences are typically prosecuted under fraud or forgery laws in the UK, depending on the circumstances and the intent behind the act.

## **The Crime of Connivance**

Any judge or employee of the land registry who assists with charging orders and bankruptcy for council tax will be committing the crime of connivance. This is the secret or indirect consent or permission of one person to the commission of an unlawful or criminal act by another. *Oakland Bank v Willcox* 60 Cal137; *State v Gesell* 124 mo 531.27 S.W 1101

Connivance is the act of willfully ignoring or allowing wrongdoing to occur, often implying tacit approval or consent to misconduct by failing to act against it. In legal contexts, connivance has historically arisen in cases in civil matters, where it indicates that one party may have knowingly allowed the other to engage in improper behaviour without objection, potentially undermining any claims of wrongdoing.

In corporate law, connivance may imply that a manager or company leader is aware of and permits employees' unethical actions or illegal practices, without directly engaging in them. This can expose the individual or entity to liability. In some criminal cases, connivance could reduce or negate a claim of harm or deception if it's shown that the victim was aware of and did not object to the offence.

Connivance often serves as a defence, indicating that the claimant may have "consented" to the act through passive acceptance or willful ignorance, thereby nullifying their right to seek redress for it.

In modern contexts, connivance remains relevant in some corporate and criminal cases, where an individual's awareness of and inaction regarding unethical or illegal acts can affect liability and outcomes.

Here is the document from Plymouth Council which tells us that all that these liability orders are non-existent!



**Department For Corporate Support**  
Revenues Division  
Civic Centre, Plymouth, PL1 2AA

Tel: 01752 668000  
Fax: 01752 304278  
E-mail: [revenues@plymouth.gov.uk](mailto:revenues@plymouth.gov.uk)  
Plymouth City Council welcomes Typetalk users

My Ref: [REDACTED]

2nd December 2010

Dear Mr [REDACTED]

**Re Council Tax - Property:** [REDACTED] **Plymouth**  
**Account Reference:** [REDACTED]  
**Property Reference:** 0000000 [REDACTED]

I am writing in reply to your letter dated 30th November 2010, which has been passed to me for a response by Pamela Dean.

The answers to your questions are as follows:

1. Plymouth City Council **does not hold the liability order as a piece of paper,** enclose a copy of the relevant extract of the court list and the front sheet signed by the Magistrate.
2. Plymouth City Council does not 'hire' the Magistrates court: at the start of the financial year we agree certain dates with the court when we can hold liability order hearings. We then lay a complaint to the court approximately 21 days before the court hearing and send summonses, on behalf of the court. The council has to pay a fee to the court for each case that is listed on the complaint. The fee is set by Government regulation.
3. I am unsure who was in the court when your case was heard as several people went to the court building that day, they went in and out of the courtroom throughout the proceedings. I was sat next to Mr Steele - my job was to assist Mr Steele locate any paperwork that he may have needed when presenting his case. If you wish to know the names of the legal advisor (the female who sat in front of the bench) I would advise you to contact the court for this information.

## STEPS TO TAKE ON RECEIPT OF A COUNCIL TAX SUMMONS

1. Phone the court.

If you phone up the magistrates court directly and ask them if they have any criminal matters before them in your name and ask for the case file numbers and the name of the case progression officer at the court. They will confirm that their system doesn't have any record of any criminal cases in your name.

2. Send the court a DSAR

You can back this up by sending a DSAR asking for the personal data that they hold on you.

The summons for council tax has a 'summons number' which is not shown on an authentic magistrates court summons. If you ask for further details from the magistrates' court regarding this number they will say it was issued by the council and refer you back to them.

An authentic court summons issued by a magistrates' court shows the following:

- the case number
- the born date of the defendant
- the date and time of the hearing (you will not be required to 'make an appointment')
- the name of the court and the number of the court room where the hearing will be held
- the name of the Justices Clerk issuing the summons
- a summary of the case against the defendant

The correct process should follow the Civil Procedure Rules (CPR) <https://www.justice.gov.uk/courts/procedure-rules/civil> and the official guidance in the Magistrates' Court Act 1980, Section 51.

The Civil Procedure Rules (CPR) state that official documents, such as a claim form stating the amount being claimed, must be sealed by the court.

### PART 2 - APPLICATION AND INTERPRETATION OF THE RULES

#### 2.6 court documents to be sealed

(1) The court must seal<sup>(GL)</sup> the following documents on issue –

- (a) the claim form; and
- (b) any other document which a rule or practice direction requires it to seal.

(2) The court may place the seal<sup>(GL)</sup> on the document –

- (a) by hand; or
- (b) by printing a facsimile of the seal on the document whether electronically or otherwise.

(3) A document purporting to bear the court's seal<sup>(GL)</sup> shall be admissible in evidence without further proof.

<https://www.justice.gov.uk/courts/procedure-rules/civil/rules/part02>

The magistrates' court records should contain:

- the original complaint against you
- a copy of the official court Summons produced by the court and signed by the Clerk of the Justice of the Peace
- the case file which you are entitled to access for the information about your case
- the name of the case progression officer.

However, according to the Magistrates' Courts (Amendment) Rules 2019 (SI/2019/1367) Rule 7, the requirement for a signature on a summons or warrant is removed if there is a record of issue. So there still needs to be a paper trail at the court even if there isn't a signature.

The summons is accompanied by a notice headed with the logo of HM Courts & Tribunals Service which is fraudulent under the Fraud Act 2006, Section 2 (1) False Representation and Section 11, obtaining services dishonestly. <https://www.legislation.gov.uk/ukpga/2006/35/contents>

Pursuant The Local Government Act 1888, section 78 (2) (a), a council is not a court and does not have powers to act as a court. <https://www.legislation.gov.uk/ukpga/Vict/51-52/41/section/78>

The employees responsible for draughting and issuing fabricated court summons documentation may be committing fraud pursuant to the Fraud Act 2006, Section (1) and (2), and Section (4), which carries a penalty of imprisonment.

If it is found that the council is impersonating a court we can take our case to the High Court because individuals at the council are committing an offence by breaking legislation.

### **DSAR 1 to the Court**

Under DPA 2018 and GDPR 2018 I am writing to request a copy of the data that xxx court hold about me on their system.

Have you any knowledge that my information has been given to the court by any company claiming to be taking me to court?

If so please can you give me the details.

I attach my proof of ID and residency.

Thank you

### **DSAR 2 to the Court**

If they come back with nothing send a second DSAR with the summons number and ask for the above details relating to it. They will write back saying that they don't hold any data on their system because it is related to Council Tax and that you should contact the council directly. This is confirmation that the council is issuing the summons and fraudulently claiming it is from the court. The court is complicit in this deception.

### **DSAR to Ministry of Justice**

You can also send a DSAR to the Ministry of Justice, 102 Petty France London. Please provide the data and information contained in the court management files relating to me. And ask for a copy of the summons in your name for ABC Magistrates Court with the name of the JP who authorised it under section 51 of the Magistrates Court Act 1980. This is to build up evidence of the fraud. They will not be able to evidence the summons as it's not from the court = Fraud. The summons must be issued by a Justice of the Peace. The legislation is clear and precise.

### **DSAR to the Council**

The burden of proof is on the council so you can also send them a DSAR for proof of the documents and proof of claim supplied by the council to the court in their application.

You can also send an FOI request asking for the court rules or legislation that they are following which supports their claim.

### **FOI to the Court & Council**

We are confused as to why XYZ Council is sending a summons for a magistrates court for council tax when it is a criminal venue?

It is our understanding that debts are a civil cases and are always heard in a county court.

A magistrates court is a criminal court for summary offences such as traffic, assault or either-way offences such as theft and handling stolen goods.

A summons for an alleged debt is usually a civil matter held in a County Court. Since a council tax summons hearing is held in a criminal venue (XYZ Magistrates Court) yet is civil in nature; please confirm the jurisdiction of the court and which legislation and court rules apply.

Since a council tax application for a liability order is held in a criminal venue, yet in nature is a civil matter, please confirm the jurisdiction of the court and which legislation and CPR rules apply to those hearings.

### **FOI non response**

They have 20 working days according to the legislation. So now their actions (or lack of) amount to illegality. Therefore you claim damages, not compensation, for a reasonable amount. The damage is that you cannot proceed correctly because they will not supply information they hold, or failed to state they do not hold it. They cannot legally just ignore you, they are required to provide a response. £500 each + costs.

### **Case Law**

Regina v Brentford Justices, Ex parte Catlin [1975] QB 455<sup>1</sup>

“A decision by magistrates whether to issue a summons pursuant to information laid involves the exercise of a judicial function, and is not merely administrative.”

“... It must however be remembered that before a summons or warrant is issued the information must be laid before a magistrate and he must go through the judicial exercise of deciding whether a summons or warrant ought to be issued or not. If a magistrate authorises the issue of a summons without having applied his mind to the information then he is guilty of dereliction of duty and if in any particular justices' clerk's office goes on a practice goes on of summonses being issued without information being laid before the magistrate at all, then a very serious instance of maladministration arises which should have the attention of the authorities without delay...” - Lord Justice Widgery.

<https://swarb.co.uk/regina-v-brentford-justices-ex-parte-catlin-1975/>

Anyone except a court issuing a document that appears to be from a court is breaking the law and may be committing fraud and perjury pursuant to the 1911 Perjury Act<sup>2</sup> and may also be committing a crime under the Administration of Justice Act 1985<sup>3</sup>.

The employees responsible for draughting and issuing fabricated court summons documentation may be committing fraud pursuant to the Fraud Act 2006<sup>4</sup>, Section (1) and (2), and Section (4), which carries a penalty of imprisonment.

Fraud Act, 2006

(1) A person is guilty of fraud if he is in breach of any of the sections listed on subsection (2) (which provide for different ways of committing the offence).

(2) The sections are-

- (a) section 2 (fraud by false representation),
- (b) section 3 (fraud by failing to disclose information)
- (c) section 4 (fraud by abuse of position).
- (d) section 7 (Making or supplying articles for use in frauds)

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<sup>1</sup> <https://swarb.co.uk/regina-v-brentford-justices-ex-parte-catlin-1975/>

<sup>2</sup> <https://www.legislation.gov.uk/ukpga/Geo5/1-2/6/contents>

<sup>3</sup> <https://www.legislation.gov.uk/ukpga/1985/61/contents>

<sup>4</sup> <https://www.legislation.gov.uk/ukpga/2006/35/contents>

Fraud Act 2006, Section 4, 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.

(3) A person who is guilty of fraud is liable-

(a) on summary conviction, to imprisonment for a term not exceeding 12 months or to a fine not exceeding the statutory maximum (or to both);

(b) on conviction on indictment, to imprisonment for a term not exceeding 10 years or to a fine (or to both).

<https://www.legislation.gov.uk/ukpga/2006/35/contents>

Section 7 makes it clear that when the council produces fraudulent court documents they are guilty of making or supplying articles for use in fraud:

### **7 Making or supplying articles for use in frauds**

(1) A person is guilty of an offence if he makes, adapts, supplies or offers to supply any article—

(a) knowing that it is designed or adapted for use in the course of or in connection with fraud, or

(b) intending it to be used to commit, or assist in the commission of, fraud.

(2) A person guilty of an offence under this section is liable—

(a) on summary conviction, to imprisonment for a term not exceeding [F1the general limit in a magistrates' court] or to a fine not exceeding the statutory maximum (or to both);

(b) on conviction on indictment, to imprisonment for a term not exceeding 10 years or to a fine (or to both).

(3) Subsection (2)(a) applies in relation to Northern Ireland as if the reference to 12 months were a reference to 6 months.

<https://www.legislation.gov.uk/ukpga/2006/35/section/7>

### **Rebut the Summons**

After sending the DSARs send a separate notice to the council to rebut their summons: a Notice of Rejection of Summons.

According to the Twelve Presumptions of Law, The Presumption of Summons is that by custom a summons un rebutted 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.

Rebuttal of the Presumption of Summons: I, Firstname Lastname, 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.

We hereby reject:

- any assumed position of being the 'defendant' or the 'accused'
- the jurisdiction of the alleged court
- the existence of any 'guilt'.

We hereby rebut all Twelve Presumptions of Law from The BAR Association. [EXHIBIT A]



List your reasons for believing it is fabricated:

- it was issued by the council and not by a court
- the name of the court is not mentioned on the summons
- the name of the individual at the court who issued the summons as recorded by the designated officer is not mentioned
- there is no court seal
- there is no signature of the Clerk, Magistrate, or the Justice of the Peace.
- the envelope shows the unique franking machine die number printed next to the postage amount.

Include your declaration that any future liabilities shall be paid by the council on behalf of our person in accordance with the Local Government Act 1888 c41 part V proceedings of a council and committee section 79 subsection 2.

Provide the evidence you gained from you telephone call with the court and their response to your DSAR.

Then go through the document and pull out all the problematic points:

The document states 'COMPLAINT has this day been made to me, the undersigned...' however, the document is not signed nor is there a name of an individual who claims to be 'me'.

The document references 'you, being a person'. We require clarification as to whom 'you' is and we need you to provide the evidence of whom the 'person' is. We cannot accept documents that do not specifically specify our name as being a defendant.

The document has the legal fiction name 'Mrs/Mr xx xx' at the top, but doesn't state whether they are the defendant in a current criminal or civil case.

We need you to confirm which styles manual you are following since according to the Oxford Styles Manual anything in ALL CAPS is an acronym and cannot be read as simple English. According to the four corners rule anything in a box is not on the page and cannot be seen. As such, once anything in capital letters and in a box is removed there is a lot of missing information from the 'summons'.

The summons states that 'YOU ARE SUMMONED to appear before the Magistrates' Court' but it doesn't name the individual who has been summoned or say to which Magistrates' Court the individual is being summoned.

We are also confused as to why you are sending a summons for a magistrates court for council tax when debts are a civil cases and are always heard in a county court. A magistrates court is a criminal court for summary offences such as traffic, assault or either-way offences such as theft and handling stolen goods.

On the accompanying 'Notice', claiming to be from X Magistrates' Court, our name was missing, it was simply addressed 'To: the person(s) named in the attached summons'. However, as previously stated, there was no individual named in the summons. Due to the fact that our name is not on the Notice we cannot make the assumption that it was intended for us.

On Page 2 of the 'Notice' we were advised that if 'you believe you have a good defence and want to go to court, you must book a time to attend'. However, this is suspicious on three points:

- (1) the time of xx on x date was already specified on the summons so why does an appointment need to be booked?
- (2) why does a document purportedly issued by a court require us to phone the council to 'book a time slot'?
- (3) why does x Magistrates' Court have no record of a hearing at x time on x date if they have issued a summons for that hearing?

The summons is unsigned which also negates its legality according to the Companies Act 2006, Section 44 and 45.

The summons is accompanied by a notice headed with the logo of HM Courts & Tribunals Service which is fraudulent under the Fraud Act 2006, Section 2 (1) False Representation and Section 11, obtaining services dishonestly.

When there is no name on the summons. Write to the court and ask for a copy of the Magistrates or designated persons recorded against the summons pursuant to the Magistrates Court (Amendment) Rules 2019, Rule 7 substituting rule 98:

Traditionally all summonses were signed with the name of the judge, magistrate or justices legal adviser issuing them. Rule 7 dispenses with the requirement for a signature provided that the court office keeps a record of issue. Complainants will no longer need to affix the name of the issuing officer on the summons.

Magistrates Court Rules 98 Form of Summons (3) was substituted by The Magistrates Courts (Amendments) Rules 2019 making an alternative to a JP signing a summons. "A summons need not bear the name of the justice or other person issuing it, provided that the designated officer has recorded the name of that justice or other person"

Substitution of rule 98

7. For rule 98 (form of summons) substitute -

"Form of summons

98. (1) A summons requiring a person to appear before a magistrates' court may be issued in respect of more than one information or complaint.

(2) A summons must -

(a) state the name and address of the complainant or informant;

(b) contain notice of when and where the person is required to attend the court;

(c) specify each information or complaint in respect of which it is issued;(d) identify the name and address of the court office for the court that issued it.

(3) A summons need not bear the name of the justice or other person issuing it, provided that the designated officer has recorded the name of that justice or other person."

These rules govern civil proceedings in magistrates courts. They remove the requirement for signatures on summonses and warrants. They amend the rules on service of summonses to permit modern methods of communication such as email or cloud access.

In civil proceedings, a complainant makes a formal complaint to the court asking the court to issue a summons. This is usually prepared and served by the complainant.

Rule 5 dispenses with the requirement that warrants be signed. There must be a record of the person issuing the warrant at the court.

Substitution of Rule 95

5. For rule 95 (warrant to be signed) substitute -

"Form of warrants issued by magistrates' courts

95. (1) A warrant of arrest must identify -

(a) each person to whom it is directed;

(b) the person against whom it was issued;

(c) the reason for its issue;

(d) the ground in relation to which it was issued;

(e) the court that issued it; and

(f) the court office for the court that issued it.

(2) Except where any enactment provides otherwise, a warrant issued by a magistrates' court need not bear the name of the justice or other person issuing it, provided that the designated officer has recorded the name of that justice or other person."

## MAGISTRATES COURT

A magistrates' court is for criminal cases such as summary offences which include minor assault, or either-way offences such as theft and handling stolen goods. Debts are not a criminal matter, they are civil cases and they are always heard in a county court. Council tax is a debt, not a tax, so why is it treated as a criminal matter?

The summons is fabricated and the hearing is also fraudulent because the council is hiring both the magistrates' court and the magistrate for the day. Ask the magistrate if they are acting under their oath and it is likely they will leave the court or not answer because they know that they aren't acting under oath.

There is no court hearing conducted by any magistrates' court with respect to council tax under Criminal Practice Direction or Civil Procedure Rules. Councils conduct their own hearings under the guise of the jurisdiction of the magistrates' court.

When challenged to evidence Jurisdiction, they simply cannot. No record of any hearing exists at the magistrates' court by way of data and information retention or evidence of processing following any purported hearing.

A council is not a court and does not have powers to act as a court pursuant to The Local Government Act 1888, section 78 (a)

(2) Provided that the transfer of powers and duties enacted by this Act shall not authorise any county council or any committee or member thereof—

(a) to exercise any of the powers of a court of record; or

(b) to administer an oath; or

(c) to exercise any jurisdiction under the Summary Jurisdiction Acts, or perform any judicial business, or otherwise act as justices or a justice of the peace.

<https://www.legislation.gov.uk/ukpga/Vict/51-52/41/section/78>

DSARs are effective when served upon a specific magistrates' Court to evidence no such 'liability order' exists following any purported hearing.

The burden of proof is on the local authority to demonstrate that it has complied with the rules of billing; it is not upon us to show why we have not paid.

Article 6 of The Human Rights Act 1998 provides that everyone has the right to a fair trial in both civil and criminal cases. We have the right to be heard by an independent, impartial tribunal in public and within a reasonable amount of time.

If you are prevented from either addressing the court or seeing the evidence, you are entitled to appeal as the hearing was not fair. The procedure for the hearing follows rule 14 of the Magistrates Courts Rules 1981. You should be allowed an opportunity to examine all the evidence produced by the local authority and ask questions in cross-examination. You can make a submission of 'no case to answer' if the local authority has failed to prove an essential part of its case.

If you do not receive a summons for a liability order hearing and the magistrates' court makes the order in your absence, the order may be quashed by the High Court on judicial review. If a summons is not served, any liability order purportedly based upon it is invalid.

The local authority can use any statement in a document, including a computer-generated statement provided;

- the document forms part of a record compiled by the authority;
- direct oral evidence of any fact stated in it would have been admissible;
- if the document has been produced by a computer, it is accompanied by a signed certificate validating that the computer was operated properly.

The local authority officer presenting the case should be asked to produce the certificate for inspection. Failure to do so will make the computer evidence inadmissible, and the local authority will be unable to prove its case in court.

## **ATTENDING COURT**

The more important point is that everyone should attend the court one way or the other. Either by filing a Section 142 after reporting the issuance of the summons as null and void, or on the first hearing date to object to Liability Order being issued arguing the costs added. It only takes a few minutes to hear one objection, but it takes hours and hours to hear a thousand objections. We have just got to get the numbers objecting. Start clogging all the Magistrates Courts.

You will also probably discover that the case number printed on your summons is not a case issued or recognised by the court, but the database reference number for your property on the council computer system. Court-issued case numbers are typically at least 12 digits long. If you are going to attend your hearing and speak for yourself, ensure you demand explanations for these oddities and that the council representative agrees that they are giving their answer under oath. Ask specifically if the council or the court issued the summons. Ask why the court has no record of the case when they are obliged to have issued the summons. Councils are specifically forbidden from acting in any way as a Court by Section 78 of the 1888 Local Government Act, which would make the entire process fraudulent.

The council/court will try to tell you that you may only answer two questions (1) did you receive the bill? & (2) did you pay the bill? This is rubbish. There is no limitation to the questions you can place before the court, so call them out.

Councils routinely attempt to unjustly enrich themselves at the expense of the uninformed. The agents will start their assumptive and manufactured deception with "Upon an award in the magistrates' court" – there is no such award.

The agents will then proceed on the basis they have the legal rights to help themselves to property and income of those they are deceiving with their legalese templates and ignorant legal minions who spout the same nonsense of "having to pay".

These agents of deceit may be dealt with by way of an application to strike out any claim, set aside any interim or final charging order, or attachment to earnings and so forth.

There are procedures and pre-action protocols for attending magistrates' court to effectively derail any council application for a so-called liability order, and ways to successfully bring a claim in County Court to obtain damages under the Data Protection Act 2018.

You can recover all council tax payments through the County Court and the coup de grace of applying for a freezing order upon the Council's Bank account for the judgment debt.

## **Council Tax Hearings**

The complaint list is sent to the Magistrates Court by email, which is then checked by a legal adviser and authorised for issue. An email is sent to the council authorising the issue of summonses, at which point the council generate and send the relevant summonses.

No case number is allocated to your specific case as the hearing is listed in bulk. If the application relating to your account is adjourned, an individual case will be created on our system, at which point a case number will be allocated.

What the court thinks: The law for dealing with council tax is set out in the Local Government Finance Act 1992 and regulations made by the Secretary of State (which he is allowed to do under the Finance Act 1992). Those regulations are the Council Tax (Administration and Enforcement) Regulations 1992. Under regulation 34, where council tax is wholly or partly unpaid the local authority may apply to the magistrates court for an order. The court must then make a liability order if it is satisfied that the sum has become payable and has not been paid. This means that the court may only refuse an application for a liability order where it is not satisfied that council tax has been

demanded in accordance with the regulations under Part V of the regulations. What the council has to prove is that:

1. The council tax has been set by resolution of the council.
2. A sum due has been demanded in accordance with the regulations, i.e. a demand notice was served on you.
3. The authority has served a reminder notice and payment was not made within seven days of the issue of the reminder notice and therefore the whole amount outstanding is due.
4. The authority has served a final notice stating the sum outstanding and the amount of any costs reasonably incurred in obtaining a liability order
5. An amount has fallen due and is wholly or partly unpaid and that the amount stated in the final notice, including costs, is wholly or partly unpaid seven days after the notice
6. The summons has been served and that least 14 days has elapsed since service of the summons.

It is for the court to decide if the council has proved those points but if the court decides the council tax has been demanded in accordance with the regulations then it must make the order.

We need to prove that the council has not proved the above points.

Legislation:

Pursuant to the Magistrates' Court Act 1980 a justice of the peace issues a summons so that the individual can answer to the complaint.

Section 51 Issue of summons on complaint

Where a complaint relating to a person is made to a justice of the peace, the justice of the peace may issue a summons to the person requiring him to appear before a magistrates' court to answer to the complaint.

<https://www.legislation.gov.uk/ukpga/1980/43/section/51>

Again, the 'person' is entitled to 'answer the complaint'. In reality, this doesn't happen. Go to the room that is being hired out for the day and ask the magistrate who is being hired for the day if you can present your case. When they shout you down or prevent you from speaking ask if they are acting under their oath. It is likely that they will leave at this point.

Section 1 Issue of summons to accused

On an information being laid before a justice of the peace that a person has, or is suspected of having, committed an offence, the justice may issue—

(a) a summons directed to that person requiring him to appear before a magistrates' court to answer the information.

<https://www.legislation.gov.uk/ukpga/1980/43/section/1>

## **ATTENDING COURT**

Ask for names of those in the court.

Ask them if they are acting under their oath today.

Develop your talking points around

1) the council issued the summons in violation of court process, and so you are contesting their LO application. Let the Judge know the relevant sections. Let him speak and redirect him back to the relevant sections.

2) the council did not answer the legal questions and issues you have sent them in violation of due process - such as not responding to your DSAR and notices.

3) based on this you are applying for the court to either dismiss the case (as the summons were not issued by the court) or for them to prove otherwise, and also prove your obligation under the law, not under the legislation (which will then move the case to a contested hearing)

Focus on the issues of procedure, which you are saying the city council failed. The council is therefore acting in dishonour and lack of equity (with dirty hands) and on such basis their LO application should be thrown out and dismissed.

Then on obligation under the law, you also need to tell the court that city council has not provided by way of evidence and joinder (of Parliament Assembled) how this legislation (which seeks to do you harm) should be imposed on you. Also, then follow all the logic and cases and arguments (found in the NOC NOC caution notice etc) to develop this point.

Sections 51 Magistrates Courts Act 1980 requires that only JP issue summons.

Section 78 Local Government Act 1888 requires that this judicial function cannot be delegated

Section 34 & 35 CTAER 1992 requires that the complaint is made, and upon this consideration, the JP can decide to issue LO if and only if a demand notice (not council tax bill) has been issued. Section 28 & 29 CTAER confirms that the Applicant has to make a demand for council tax, not send a bill.

Bill of Exchange Act governs bills (which presumes there has to be a contract b/w you and city council).

Ask the legal advisor for the law under which the council have been given authority to issue said "summons".

Council tax is set out in the Local Government Finance Act 1992 and regulations made by the Secretary of State (which he is allowed to do under the Finance Act 1992). Those regulations are the Council Tax (Administration and Enforcement) Regulations 1992. This is LEGISLATION not LAW.

I move the court to dismiss this complaint because the council did not follow the due process of law and issued to i a summons BEFORE the court had applied their mind to the complaint laid before them.

Additionally i move the court to dismiss this complaint on the grounds that the council have no legitimate lawful grounds to take on the duties of this court in issuing by means of their own computer software and serving that summons upon i.

Additionally, I move the court to dismiss this complaint on the grounds that the council did not follow the legislated instruction to issue a DEMAND, and instead sent me a BILL.

Additionally, I move the court to dismiss this complaint on the grounds that there is no case before the court, as evidence I produce the council issued summons that lists no case number.

### **Argue your Council Tax Case in Court**

You DO have the right to argue against the council in court when they ask the court for a liability order despite them telling you that you can't. Most of the information on their 'summons' states you can't argue is basically lies and misleading.

Did you know that in a recent landmark case number 2300203962 in Bucks on 5th July 2022 that the court ruled against the council and refused to award costs against the defendant because the councils costs were found to be unlawful?! Tell the court about this case and use it as a precedent as it is a current Magistrates Court ruling

Consequently, you have the right to make the council prove their costs to the satisfaction of the court, and these rights are enshrined in the relevant case law that the judge or the court legal advisor ( Clerk ) must adhere to which is called:

“Nicholson versus Haringey” which specifically says:

“Paragraph 60. The Claimant was entitled to have the information he requested in order that he could form a view as to whether the proposed order was within the powers of the Magistrates under Regulation 34(7) and make submissions on it. “

<https://www.bailii.org/ew/cases/EWHC/Admin/2015/1252.html> (<https://www.bailii.org/ew/cases/EWHC/Admin/2015/1252.html>)

The burden of proof is on THEM because the council are the party that is bringing the claim, then the onus is upon them to prove the claim if they cannot prove the costs, then they cannot claim them. The law is very strict with what they can claim and what they cannot claim.

No Council tax arrears can be awarded without the costs

The law that the council use to bring you into court specifically says that the court shall award the council tax arrears AND the costs, therefore it logically follows that if they cannot prove the costs, then the court is not allowed to grant them the council tax arrears amount, it's both or nothing. This is enshrined in the Caselaw of Ewing vs Highbury Corner, Magistrates Court, 2015 which says:

“Paragraph 11. ...when granting a liability order the court shall make an order reflecting the aggregate of the outstanding council tax and a sum of an amount equal to the costs reasonably incurred by the applicant in obtaining the order...The order made was the aggregate of the costs AND the debt, the costs part of the order falls away, so must the balance which went to make up the aggregate. The liability order is also quashed.”

<https://www.bailii.org/ew/cases/EWHC/Admin/2015/3788.html> (<https://www.bailii.org/ew/cases/EWHC/Admin/2015/3788.html>)

This is the Achilles heel of the system that the council are trying to hide from you, now you know it you can argue your case and if the costs fall so do the arrears.

The court will only accept arguments strictly in accordance with the law under which the case has been brought.

The law in question is the Council Tax ( Administration and Enforcement ) Rules 1992, the relevant part is section 34, which says:

7) An order made pursuant to paragraph (6) shall be made in respect of an amount equal to the aggregate of—

(a) the sum payable, AND!

(b) a sum of an amount equal to the costs reasonably incurred by the applicant in obtaining the order.”

Consequently, your opening argument is that the council have not brought the case in accordance with the above act because they have requested costs on the summons which have not been “reasonable incurred “ and hence they can be proved to be unlawful and consequently the summons is invalid and there is no case to answer.

For details on how to prepare and research the actual costs challenge you will argue see other posts on this subject in the Asymmetric Lawfare Telegram group that you are welcome to join.

Furthermore, the council swore a solemn oath that the information laid before the court, ( which includes the costs ) was the truth, the whole truth and nothing, but the truth, when in fact they were aware or should have been aware from a previous case that the costs were unlawful and therefore they have committed perjury under the Perjury Act 1911 and Section 106 (2) of the Magistrates Court Act, 1980.

[www.bailii.org](https://www.bailii.org/ew/cases/EWHC/Admin/2015/1252.html) (<https://www.bailii.org/ew/cases/EWHC/Admin/2015/1252.html>)

Nicolson, R (on the application of) v Tottenham Magistrates & Anor [2015] EWHC 1252 (Admin) (06 May 2015)

## IMPERSONATING A JUDGE

When the administrator is committing fraud by impersonating a judge reference the Fraud Act 2006 <https://www.legislation.gov.uk/ukpga/2006/35/contents>

### 1. Fraud

(1) A person is guilty of fraud if he is in breach of any of the sections listed on subsection (2) (which provide for different ways of committing the offence).

(2) The sections are –

- (a) section 2 (fraud by false representation),
- (b) section 3 (fraud by failing to disclose information), and
- (c) section 4 (fraud by abuse of position).

If the administrator is impersonating a judge and passing judgement in an unconstitutional court hearing then reference the Statutory Declarations Act 1835, S 13 which covers unlawful administration of his/her oath <https://www.legislation.gov.uk/ukpga/Will4/5-6/62/contents>.

## ATTENDING COURT

### Preparation

Arrive early and go into the public gallery first and get a feel for the layout and see the judge or magistrates in action, whilst you are in there you can say to the usher you are in court shortly and ask the names of all parties, the case number and the number of the defendants on the bulk listing. Take a note taker person in with you who writes down everything because as a defendant you will not be able to pay attention to subtleties like body language whilst conducting the case. Also consider a McKenzie friend ( who cannot speak but can help and this will buy you valuable time to discuss things when you need a break just tell, the Court you need to confer and sit down to huddle ) with you on the bench to help with papers, strategy and evidence. Don't stand in the dock, insist on a proper bench where you can spread out your papers. Agree the game-plan with your team in advance and have Plan A, B C & D contingencies in case things don't go the way you want. ( they never do so don't bank on one strategy, have a few and be fluid in your approach and that will prevent you from getting rattled when they pull stunts, which they will!). Write your speeches out in large bold print or use a scrolling teleprompter app on an iPad.

### The start

It's vital to set the ground rules at the outset so the Clerk/Legal Advisor won't railroad proceedings to the 3 questions! If they do it's all over, the case is won and lost right here so be careful right from the get go. Do not answer questions about liability! Ask for the courts indulgence first...

1. Firstly state you are a "litigant in person" and ask if the Court is prepared to make allowances for this? ( they must and this shows them you are not an easily manipulated mug and they need to treat you with respect )

2. Ask if the court recognises "Nicolson" and "Ewing" case law ? If not then insist on an adjournment and a retrial because they are not competent to hear the case if they do not know the basic laws which govern the case which they should do if they are a competent legal advisor. Justice cannot be served if the Legal Advisor doesn't know the law.

3. If you have unanswered FOI requests pending then tell the court this ( show proof ) and request an adjournment so you can consider the councils evidence under "due process of law" saying you cannot state your case until they are provided ( as the must be under Nicolson ) and you have had an opportunity to properly consider them and take your own independent legal advice just like the council has because all are equal under the law.

4. Quote the case Law of "Nicolson" which mandates that a defendant must have the opportunity to scrutinise costs and if you cannot then the court is breaching the law therefore the court has no option but to allow it or adjourn.



If they agree to an adjournment then ALL must be adjourned as the council has brought a bulk case otherwise the rights of all the other defendants will be breached if you prove that some costs are unlawful.

5. If it proceeds then refute the councils case under section 34 (7) of CTA&E as costs are not "reasonable" as the law requires. ( The councils representative will have sworn on Oath that the costs are reasonable and the Court record may use this wording because it is vital they adhere to this because of the Nicolson ruling ).

6. As proof state that Section 148 of the Magistrates' Court rules 1980 recognises a magistrates court as a court of "common law" therefore they cannot fail to consider common law such as Nicolson & Ewing which supersedes CTA&E which is "secondary legislation" which is the lowest form of law there is.

7. Demand to see the costs from the bench under JCS ( the Justice's' Clerks' Society ) guidelines from 2023/2017 which all clerks/legal advisors must adhere to. ( have a copy of this to hand to show and quote from ) keep the signed copy they give you as your evidence for later of the fraud.

8. Ask if the costs have already been approved or not? And if so ask for proof of how the costs were approved as they can only be approved under a "judicial decision" by more than one magistrate. If only one magistrate considered the costs or it cannot be proved that a judicial decision was made by more than one magistrate considering them then they cannot be considered to be lawfully approved and you must assert they must be rejected along with the rest of the case which must be dismissed ( under Ewing ).

9. If they cannot present the costs then ask for the case to be stuck out or an adjournment ( for the whole case as they are infringing the rights of every defendant as well ) as every defendant has a right under " Nicolson" to scrutinise them. No budget no case! Because the two are inseparable as per Ewing case law.  
Emphasise "*he who brings the case must prove the case*" no proof = no judgment allowed because the onus is upon the council to prove the costs.

10. Now the fun starts, insist on cross-examining the council rep, if they refuse it's a breach of human rights and the case is unlawful. Make them take the oath or remind them of it ( if they have not already ) and make them stand in the dock whilst you question them. Caution them under Section 106 of the Magistrates Court Act 1980 and remind them they are on Oath and keep referring back to this to unnerve them because they know what they are doing is wrong and now they are on trial for their lives.

11. If they do present them say you need time to scrutinise them under "Nicolson" and ask the court for an adjournment and if they refuse ask them to justify every % they have claimed with further calculations and breakdowns.

Look for blanket staff costs without justification of what the staff actually do

Challenge the council to justify all percentages

Look for costs to send out statements & reminders

Look for outside agency costs

Look for stationery costs for reminders and statements

Look for court costs for £3 rather than the new rate of 50p

Ask how much rebate the Council got for the fee overcharge

Ask where this refund is shown in the accounts

If it is not shown then gasp in horror and state that the accounts are not accurate ( by the said amount ) if they have not shown the refund in the budget. State that they are defrauding the people of the area by dishonestly keeping money that should have been refunded to the defendants they unlawfully charged. Be outraged!

12. If the court agrees and disbars any of the costs then pull the Ewing vs Highbury Corner Magistrates Court card out from the bottom of the deck and demand that they disbar the amount claimed as well.

13. When they agree to that then say that the court must also throw the whole case out because the costs are unlawful for all defendants because they are the same costs.

14. Take multiple copies of all laws ( HRA, Nicolson, Ewing, CTA&E ) to hand to the bench with highlighter pen to show relevant parts.

15. If you win you must remember to ask for costs! (£1000) or “other reasonable cost as the court may direct” for 100’s hours of legal research under section 7 of Human rights Act 1998. You have a right to seek damages against a public body who has wronged you. Read the HRA and get your case straight.

HRA case here:

**Human Rights Act 1998 Section 7 (1)** Proceedings states: “*A person who claims that a public authority has acted ( see case below ) or proposes to act ( which they intend today ) in a way which is made unlawful by section 6 (1) b), may rely on the Convention right or rights concerned in any legal proceedings, but only if he is (or would be) a victim of the unlawful act.*”

**The Human Rights Act, 1998 Section 6 (1) Acts of public authorities** stipulates that “*it is unlawful for a public authority to act in a way, which is incompatible with a convention, right*” and (that breached convention right is:

**Human Rights Act 1998 Part 2, Article 1. Protection of Property** which states: “*No one shall be deprived of his possessions...subject to the conditions provided for by law*” ( possession may be money )

16. Also do not leave the court until the magistrates disbar the whole case because once you turn your back they can ( and will ) award the rest of the costs and the rest of the arrears under the above HRA principle:

17. If you are brave you can ask the magistrates to arrest the Council representative for perjury under Section 106 of the Magistrates Court Rules 1980 on the basis that the evidence they have given has been proven to be false and you have now proved that they have in effect committed perjury ( which you warned them about in the dock ). If you are super brave you can tell the Council rep that they are under arrest under PACE 1984 section 24 A and ask the magistrates to call a police constable. All who witnessed the perjury must give a statement to the Police which includes the Magistrates, Usher, Recorder, Legal Advisor & any witnesses you have brought and yourself.

18. Dress smart with white shirt suit and tie or ladies business suit. Take water and nibbles as it’s hot and tiring. Get way more parking than you need so you have no worries if it drags on which it will. Watch a real U.K. Appeal court case on YouTube to see how the professionals conduct themselves and copy them. Try not to interrupt unless the other sides conduct is too outrageous ( then stand and say “objection your worships/Sir” and state why ) and patiently wait your turn which is difficult when you know they are spouting lies. You will do most of the speaking as you will be conducting your defence as the council have already laid their evidence in terms of stating the law, the all-important costs and the bulk listing list of defendants.

Be very calm and make them wait for your first responses to assert yourself.

Speak up, be clear loud and deliberate and don’t rush, move deliberately and make eye contact and smile at the Magistrates and send them love ( they need it ).

Be SUPER POLITE, address Magistrates as Your Worships or the judge as “sir”. ( ask how the Clerk wishes to be addressed and if not call them Madam Clerk )

Don’t address the Judge or Magistrate’s directly, but in the third person instead by saying I would be grateful if “the court” could please consider that... rather than can “you” consider... as it makes it much more professional and less personal and less likely to be taken the wrong way.

Don’t be afraid to instantly apologise and look like you meant it to keep the sympathy of the Court and restate that you are a litigant in person as your excuse.

Use assertive but use third-party language to move the Court to do what you want:

The Court has no option but to...  
The law demands that the court must...  
In the interests of justice, you must...  
The court must allow...  
The case law clearly shows...  
The JCS allows the defendant to...

Have to hand in big BOLD PRINT ( not tiny print )

Nicolson

Ewing

JCS Advice

Human Rights Act

Section 148 Magistrates Court Act

Litigant in Person guidance

Perjury Act 1911

If you lose on a point of law or procedure you can appeal within 21 days ( or 3 months ) to the High Court so it is vital you know the case number and get a certified copy of it from the court that day under Rule 66 (6) of The Magistrates' Court ( Amendment No.2 ) Rules 2021 ( it may cost £20 ). And/Or put in a FOI to the council.

## COUNCIL TAX COURT CROSS-EXAMINATION

### PUBLIC ACCESS TO COURTS

1. Adequate security staff? Or long delays???
2. First come first serve to fill all available seating?

### LOSE THE FEAR

3. Confirm your name
4. Confirm your address  
**You have identified yourself... now their turn**
5. JP 1 / DDJ / DJ
6. JP 2
7. JP 3
8. Legal advisor / clerk
9. Usher

**10. Application to record = pressure individual JP's to use their power**

**11. Application for trial by jury to hold JP's to their obligations**

### CASE NUMBER

12. Can you please confirm the case number:

**IF NO CASE NUMBER THERE IS NO MATTER BEFORE THE COURT AND HENCE COMPLAINT MUST BE DISMISSED**

### THE SUMMONS

13. Can you please confirm from the court record the name of the person who authorised the summons against me requesting I appear here today.
14. Did this person authorise all the summonses listed to be heard before this court today?
15. Can you please confirm which person made this complaint?
16. Can you please confirm this person submitted in their complaint my documents which have asked for proof of my obligation which to date they have failed to provide?
17. Is that person here to take the witness stand to verify harm they believe I have caused them which resulted in their complaint?
18. Can you please confirm that the person who authorised this summons is a JP  
**IF NOT A JP THEN CASE MUST BE DISMISSED DUE TO BREACH OF SECTION 51 OF THE MAGISTRATES COURT ACT 1980**

### **IF YOU HAVE BEEN SENT A BILL AND NOT A DEMAND NOTICE**

19. Please direct the court to your evidence of the harm I have caused you.
20. Are you aware of the definition of a Bill in accordance with the Bill of Exchange Act 1882?
21. Please direct the court to your evidence which authorises you issuing a Bill?

**IF NO EVIDENCE OF AUTHORITY TO ISSUE A BILL THEN THE DOCUMENT HAS A FUNDAMENTAL DEFECT AND HENCE ALL THAT CAME AFTER IS VOID AND MAGISTRATES MUST DISMISS COMPLAINT**

### **THE COURT HAS NO POWER TO DETERMINE OBLIGATION = NO JURISDICTION**

22. If the court is an administrative court to only tick the boxes then the case must be dismissed as the causative presumptions have not been address by the complainant as evidenced by my communications:
  - 22.1.Dated dd/mm/yyyy which has not been responded to, and
  - 22.2.Etc...
23. Accordingly, the matter cannot proceed due to lack of jurisdiction admitted by the court...

### **CROSS EXAMINATION OF COMPLAINANT - Harm**

24. As this is a civil matter please direct the court to your evidence of the harm I have caused you.
25. If I have not caused you harm;
26. Why are you here?
27. Where is the harmed person who brought this complaint to this court?
28. As this is a civil matter please direct the court to your evidence of the harm I have caused those you represent.

**BEING A CIVIL MATTER AS THERE IS NO EVIDENCE OF A HARMED PARTY THEN COMPLAINT MUST BE DISMISSED.**

### **CROSS EXAMINATION - LEGISLATION**

29. Can you confirm the Council Tax (Administration and Enforcement) Regulations 1992 is the source authority of your believed right to bring this complaint?
30. Can you direct the Court to your evidence where the Council Tax (Administration and Enforcement) Regulations 1992 gains it legislative authority from? (A - expressed in its introductory text)
31. Can you direct the Court to your evidence where the Local Government Act 1992 gains it legislative authority from? (A - expressed in its introductory text - Be it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows - )
32. Can you direct the court to your evidence of the source authority of the Monarch? (A - Bill of Rights 1688 being styles and titles)
33. Can you direct the court to your evidence of the source authority of the Lords 'Spiritual and Temporal' which creates the House of Lords? (A - The Act 1 of Will & Mar)
34. Can you direct the Court to your evidence of the source authority of the 'Commons' which create the House of Commons? (A - The Act 1 of Will & Mar)
35. Can you direct the court to your evidence of the source authority of governance? (A - The Coronation Oath Act 1688 - first promise)
36. Can you direct the court to your evidence of the source authority of the Archbishop of Canterbury?
37. Can you direct the court to your evidence authority from 'creation' (what that might be to any individual) granting the Archbishop of Canterbury the right to administer creations property?
38. Can you direct the court to your evidence from 'creation' granting the right to administer creations property to any individual or group of individuals?
39. As people from time immemorial used land for shelter from the environment would you agree this predates any governance and in particular Parliament Assembled?
40. Would you therefore rationally agree with the conclusion every individual has the right from creation to seek shelter from the environment for their survival?

**NO EVIDENCE OF ANY LAWFUL RIGHT TO TRESPASS ON ANY INDIVIDUALS RIGHT TO SEEK SHELTER FROM THE ENVIRONMENT THEREFORE COMPLAINT MUST BE DISMISSED**

### **CROSS EXAMINATION OF COMPLAINANT - Common Law Right to Property**

## ORDERS AND WARRANTS

R v. Clarke and McDaid [2008] UKHL8 the House of Lords confirmed that there is no valid trial if the bill/Indictment has not been signed by an appropriate officer of the court because Parliament intended that the Indictment be signed by proper officer of the court.

Until such times as a valid bona fide signed order has been "SERVED" in ACCORD and SATISFACTION no legitimate [legal obligation or authority] authority to assert any form of enforcement form of enforcement of any kind exists.

## VOID ORDERS

As I understand it an ORDER in court was made because the judge or any party to the judgement had no jurisdiction, broke the law or ignored due process. That order is then VOID

Halsbury's law 2011 states administrative courts unlawful.

The law is absolutely clear on this subject. There is no authority for administrative courts in the country and no act can be passed to legitimise them because of constitutional restraint placed upon her Majesty at her coronation. The collection of revenue by such means is extortion and has been found reprehensible since ancient times (15/12/2011 22:30:58) Catherine crossant 1 Halsbury's laws of England. ADMINISTRATIVE LAW (VOLIME 1 (1) (2001)REISSUE) 1 England ADMINISTRATIVE (1) SCOPE AND NATURE OF THE SUBJECT/1. Scope

If the name is capitalised in any way shape or form or it is under legislation defined by Halsbury's " Legislative rule of a society given the force of law by the consent of the governed it is not law and no government act can passed to make it law". IT IS AN ADMINISTRATIVE COURT!

IN MACFOY V UNITED AFRICA Co ltd Lord Denning confirmed that: (i) a void order is automatically void without further ado (ii) a void order does not have to be set aside by a court to render it void although for convenience it may sometimes be necessary to have the court set the void order aside. (iii) a void order is incurably void and all proceedings based on the void order/ invalid claims are also void.

In. re Pritchard (deceased) [1963] Upjohn LJ confirmed that:

(i) a fundamental defect in proceedings will make the whole proceedings a nullity

(ii) a nullity cannot be waived.

(iii) it is never too late to raise the issue of nullity: and

(iv) a person affected by a void order has the right -ex debito justitia - to have it set aside.

in frame v Ellis(1978) Lord Denning confirmed that a void act is void ab initio,

Lord Denning, in his book "The Discipline of law" - Butterworths 1979 - Page 77 states:

(i) Although a void court order has no legal effect from the outset it may sometimes be necessary to have it set aside because as Lord Radcliffe once said: " it bears no brand of invalidity on its forehead"

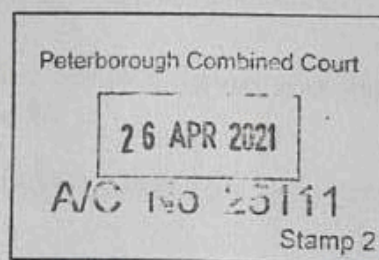
In Bellinger v Bellinger [2003] the House of Lords confirmed that:

(i) a void act is void from the outset: and

(ii) no court not even the House of Lords(now the Supreme court) has the jurisdiction to give legal effect to a void act no matter how unreasonable that may seem because doing so would mean reforming the laws which no court has power to do because such power rests only with Parliament. The duty of the court is to interpret and apply the Law not reform it.

Until you have been found guilty in a court of record by a jury of 12 IT IS NOTHING BUT HEARSAY. Unless you confess that is.

Valid Court Seal :



Invalid Court Seal : this is nothing more than a court emblem,



41. Please direct the court to your evidence showing either you, the person who brought this complaint, the local council or parliament have any equitable or legal interest in my private property rights.
42. Please direct the court to your evidence showing either you, the person who brought this complaint, the local council or parliament have that I have authorised any of them to administer my private property rights.
43. So if you have no evidence that you, the person who brought this complaint, the local council or parliament have any lawful or legal right to administer my private property upon which you base your claim I owe a debt for Council Tax, how as no person is harmed do you believe you have a lawful cause of action to make this complaint?

**IF NO EVIDENCE OF RIGHT TO ADMINISTER MY PRIVATE PROPERTY THEN COMPLAINT MUST BE DISMISSED.**

#### **CROSS EXAMINATION - THE LAW**

44. Are we all equal under the law?
45. Is anyone above the law?
46. Can you please direct the court your evidence of the law showing any individual or groups of individuals have the lawful right to impose their will on any other individual or groups of individuals
47. So what make you believe the people acting as MP's can create obligations without right upon the population of the UK?
48. So what makes you think any individual can create lawful obligations without right upon any other individual or group of individuals?
49. Are you familiar with the Theft Act 1968?[1]
50. Can you confirm you have failed to evidence any right authorising you to administer my private property?
51. Would you therefore agree by continuing with this complaint you are knowingly acting dishonestly?
52. Can you confirm that without right you are conspiring with others to deprive me of my money which is extortion and blackmail under the Theft Act 1968 for you and or your principal's gain and my loss by making an unwarranted demand without right over my private property?
53. Can you confirm you are with the knowledge that the money you are demanding is my personal property?
54. Can you confirm whether you intend to permanently deprive me of my property, or if I pay will you return my money?
55. Can you confirm by persisting with this claim not only are you attempting to steal my property but are asking the Magistrates to assist you with the theft of my property?

#### **CROSS EXAMINATION OF COSTS - Specific**

56. Can you please direct the court to your cost breakdown from which you make your claim of £??.??
57. How much is your claimed court cost? (SI#812 2018 Liability order cost is 50p <https://www.legislation.gov.uk/ukxi/2018/812/article/4/made>)
58. If still charging £3.00 since 4July 2018 have you refunded all those who you have fraudulently claimed £2.50 from?
59. Council Tax (Administration and Enforcement) Regulations 1992 at 34(5) authorises claims for cost on "a sum of an amount equal to the costs reasonably incurred by the authority in connection withthe application up to the time of payment or tender"
60. That would satisfy the requirement for it to satisfy regulation 34(7) as being "costs reasonably incurred in obtaining the order"
61. Regulation 33 clearly separates the preaction protocol obligations before court enforcement can commence which includes setting and communicating the budget, sending a Demand Notice at regulation 19 and 20 and if instalments are not paid at regulation 23 a Reminder Notice that instalments are due and if not paid under regulation 33 and 34(1) a Final Notice for the full amount must be served, and if not paid within 7 days then and **only then additional costs incurred can be claimed.**

**IF THEY HAVE CLAIMED FOR REMINDER AND / OR FINAL NOTICE COSTS THESE ARE NOT RECOVERABLE AS THEY ARE NOT PART OF THE APPLICATION FOR LIABILITY ORDER COSTS AND ARE BEING FRAUDULENTLY CLAIMED...**

THE COST FOR SUMMONS MUST BE SEPERATED FROM THE COST OF LIABILITY ORDER AS IT IS SELF EVIDENT THAT THE HEARING COSTS ARE THE ADDITIONAL REASONABLE COSTS INCURRED CAN RATIONALLY ONLY BE THE HEARING DATES ADDITIONAL COSTS AS FOR SUMMONS AND HEARING THE SAME WORK IS INVOLVED IN PREPARING THE LIST FOR SUMMONS APPLICATION (THE SAME EVIDENCE MUST BE GIVEN TO APPLY FOR THE SUMMONS AS FOR THE LIABILITY ORDER) IN ACCORDANCE WITH REGULATION 34(5)(b).

THE ONLY ADDITIONAL COST IS DELETING THOSE WHO PAID WHICH RATIONALLY CAN ONLY BE LESS WORK THAN PREPARING THE LIST IN THE FIRST PLACE PLUS GIVING THE EVIDENCE UNDER OATH SO A DAY IN COURT FOR THAT WITNESS FROM THE COUNCIL!

62. How much costs has the council recovered from all those who paid before the hearing in accordance with regulation 34(5)(b)?

63. Will you be paying them back the unreasonable costs you claimed from them?

#### **CROSS EXAMINATION OF COSTS - General**

64. Section 64(1) of the Magistrates Court Act 1980 make costs discretionary constrained by fairness and reasonableness.

65. Can you please direct the court to the councils cost budget for this year upon which it determines the aggregate amount of Council Tax Demanded in accordance with section 31A of the Local Government Finance Act 1992.

66. Can you please direct the Court to the councils cost budget for it legal department from that aggregate amount.

67. Does that amount include the fixed costs directly claimed per liability order of £???.?? in your complaint?

68. **If none...** So as you have failed to evidence a **causal connection to your claimed costs**, is this not fraud when you admit there is no additional costs incurred by the council to make this or any other Council Tax complaint?

**THEREFORE MAGISTRATES CANNOT IMPOSE ANY COST ORDER AS NO ADDITIONAL COSTS WERE INCURRED AND THEIR COSTS ARE ALREADY RECOVERED FROM THE TAX PAYER AS PART OF THE COUNCILS OVERHEAD AND HENCE WOULD NOT BE FAIR AND JUST!!!**

69. **If yes...** What additional costs has the council incurred in bringing this complaint?

#### **SUMMING UP YOUR REPLY TO THE COMPLAINT**

70. Before this court the complainant has failed to evidence that I owe any person a debt, and

71. Further, before this court the complainant have failed to evidence I have caused them or anyone else harm, and

72. Please can the Magistrates / DDJ / DJ direct the court to any evidence showing they / you have any equitable or legal interest in my private property rights, and

73. Please can the Magistrates / DDJ / DJ direct the court to any evidence showing that I have authorised you to administer my private property rights, and

74. If you have no evidence that you have any lawful or legal right to administer my private property please direct the court to your evidence I owe a debt for Council Tax to the complainant.

75. Until you can evidence that you have a lawful right of conversion over my property you have no lawful authority to create an obligation where none exists as is admitted in section 32(1) of The Council Tax (administration and Enforcement) Regulations 1992 where if you grant a liability order you unlawfully convert my property into a debt,, and

76. Unless you can show lawful authority to convert my private property you are directly assisting in the theft of my property.

77. Think about your actions as order following is not lawful excuse and if we do not learn from mistakes of generations past humanity is deemed to repeat the mistakes of the past generations.

78. Remember what order following caused during the holocaust in WWII - that is what happens when there is no rule of law!

79. It is trite that ignorance of the law is no excuse



80. Hence claiming you are only following the advice and guidance of the legal advisor as you are not 'legally trained' and/or following Legislation created by Parliament does not absolve you of harm you may cause resulting from your actions!
81. Remember your oath is to law... which is legislatively defined in the Act of Settlement 1700 to which you voluntarily bound yourself. Law is your, my and every other persons birth right – that is what you should be making your judgement on, not on guidance from the legal advisor nor parliament because otherwise you would be admitting there is NO separation of powers and that we live in a Parliamentary dictatorship!

**Then repeat 3 times or stop if you get an answer earlier...**

82. Is there a man or woman present who has a verifiable claim that I have wronged them which includes that I owe them a debt as I'd like to provide remedy to any party that I have harmed?
83. If so please provide me the details of your claim supported by a statement of truth and your signature so that I may settle it.
84. In the alternative I will consider accepting any offer of contract which you call a 'liability order', which is not enforceable under PART III of the Magistrates Court Act 1980 as the Court knows that it has no lawful authority to create an obligation where none exists.
85. Can I please have the name of who makes this offer of a liability order and the amount?
86. To make this a bargain I would be happy to accept I will perform the obligations therein for 10% on top of what you make the order out for, payable within 14 days.

**87. Do you accept my terms and conditions?**

**88. If no response simply say:**

89. That is my last offer and should you proceed with the order that action would be confirmation of your acceptance of my term and conditions by your conduct creating an enforceable contract.

**DO NOT LEAVE UNTIL YOU HAVE A REASONED JUDGEMENT WHICH INCLUDES REBUTTAL OF YOUR ARGUMENTS!!!**

**ARTICLE 6 OF THE HUMAN RIGHTS ACT 1998 HAS BEEN CONFIRMED TO INCLUDE A REASONED JUDGEMENT WHERE IN ANY EVENT ANYTHING OTHERWISE WOULD BE IRRATIONAL AND HENCE UNLAWFUL...**

**SPECIFICALLY THIS IS AN OBLIGATION OF THE MAGISTRATES COURT UNDER RULE 66(1) (c)**

90. Simply ask – Without a reasoned explanation how can I then rationally change my belief and actions???
91. Just because you say so is a response from someone who has no rational explanation for their decision which normally escalates into shouting and bullying!
92. That is how spoilt children behave when they don't get what they demand!!!

**DO NOT LEAVE THE COURT WITHOUT PLANTING SEEDS!**

- 93. How can you sleep at night knowing you simply follow orders and are merely being used as puppets on a string???**

**CURVE BALLS...**

**Everyone must pay council tax...**

94. My understanding being a civil claim there must be evidence of an underlying obligation. Can you please put in writing that you can create an obligation knowing none exists and date and sign it.

**You paid last year...**

95. Last year I was not with the knowledge I am currently with. Would you not agree if we do not apply new knowledge we are doomed to repeat past mistakes?

**How will services be provided to society?**

96. This not a court of law and your question not a question of law, but a political question as to how society chooses to lawfully govern itself??

**Interference by solicitor or Barrister**

97. Are you assisting the complainant

98. Please direct the court to your evidence showing that you have an equitable or legal interest in my private property rights.
99. Please direct the court to your evidence showing that I have authorised you to administer my private property rights.
100. So if you have no evidence that you have any lawful or legal right to administer my private property, what evidence do you have I owe any debt?

**Interference by legal officer – not within witness’s knowledge**

101. Are you assisting the complainant?
102. We are all equal under the law and ignorance of the law is no excuse!

**If they try cut you on time...**

103. Well then you will need to adjourn failing which you are breaching your obligation under rule 14(2) to cross examine the witness.

**If they say it is not relevant...**

104. It is of fundamental importance that the source authority for the claimed debt is established otherwise it is not possible for the court to determine if any sum has become payable!
105. Have you just admitted you are operating an unlawful administrative court to uphold the will of Parliament?

## LIABILITY ORDERS

There has never once been a liability order granted by a magistrate's court on this land for the non-payment of council tax. Only the application was granted. A court order is something of material substance that must comply with the civil procedure rules. This must contain a court seal and the name in clear text of the Judge or Magistrate. No such document or record exists because that was not the service that was requested by the council - they say they were submitting an application for a Liability Order. So where is the application?

The crux of the unlawful nature of council tax comes with the lack of paperwork provided by the council to both the courts and the debt collectors.

The council write a letter that is a 'Request for Information Notice' which includes a form for you to fill in about your finances. This letter claims that the court has 'granted a liability order', yet there is no copy included. Or the council may write their own 'Notice of a Liability Order', which isn't a court document. The courts don't recognise liability orders.

DSAR the council and the court requesting a copy of the original application made by the council to the named justice of the peace at the court. Without this written record any presumed Liability Order will be invalid. Also, ask them for a copy of the actual Liability Order - they will only send you a Notice of Liability Order, which isn't the Liability Order.

The summons states that 'XXX Council is asking for a Liability Order' but Form A, which was originally used to draw up Liability Orders, was removed from law on 1st October 2003, and no form has been substituted in its place.

The Council Tax (Administration and Enforcement) Regulations 1992, Regulation 34 Application for a liability order:

(2) The application is to be instituted by making complaint to a justice of the peace, and requesting the issue of a summons directed to that person to appear before the court to show why he has not paid the sum which is outstanding. <https://www.legislation.gov.uk/ukSI/1992/613/regulation/34/made>

Pursuant to the above, the council would need to prove that there was a sum outstanding that had not been paid.

Also, the above states that the 'person' can appear before the court 'to show why he has not paid'. However, those who attend these fake court hearings say that the magistrate doesn't allow them to state their case.

The Council Tax (Administration and Enforcement) Regulations 1992, Regulation 35 Liability Orders: further provision

(1) A single liability order may deal with one person and one such amount (or aggregate amount) as is mentioned in regulation 34(7) and (8) (in which case the order shall be in the form specified as **Form A** in Schedule 2, **or a form to the like effect**), or, if the court thinks fit, may deal with more than one person and more than one such amount (in which case the order shall be in the form specified as **Form B** in that Schedule, **or a form to the like effect**).

35 (1) clearly states that the council should submit either Form A or Form B or a 'form to the like effect'. Under CPR we would want to see this form.

Without any written record of its order or judgement being issued by the court, an order from a magistrates' court may be invalid. This point has begun to be raised in various magistrates' courts proceedings since August 2015 and yet has to be resolved. The failure by parliament to create the necessary form is a serious flaw in the legislation, which potentially compromises the making of all orders and enforcement activity. It is clear that parliament envisaged magistrates making a physical liability order as the basis for taking any further enforcement action, including any further steps in the court which have to be based upon a judgement, e.g., bankruptcy.

A liability order is meant to identify the aggregate amount that can be recovered, including costs, but it is unclear how this can be achieved if a magistrate's court does not make a liability order in writing and only purports to issue the liability order orally.

If no proper stamped and sealed order is drawn up and issued by the court, effectively the local authority may not be able to establish that any such order exists or existed at any stage, nor show the magistrates were ever satisfied that the local authority had proven all the matters it is required to prove.

In practice, the courts seldom issue individual liability orders for council tax; the judge or chair of the magistrates normally just signs a certificate attached to the list of non-payers, but in a form that does not comply with regulations, without the stamp or seal of the court or any form laid down in regulations since 2003.

Full accurate and complete disclosure for all documents submitted for application of summons is required pursuant to the Civil Procedure Rules (CPR) 1998, Part 5.4B and Part 31.

<https://www.justice.gov.uk/courts/procedure-rules/civil/rules/part05>

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

Part 2.6 of The Civil Procedure Rules (CPR), Application and interpretation of the rules, states that official documents, such as a claim form stating the amount being claimed, must be sealed by the court<sup>5</sup>.

#### 2.6 court documents to be sealed

- (1) The court must seal<sup>(GL)</sup> the following documents on issue –
  - (a) the claim form; and
  - (b) any other document which a rule or practice direction requires it to seal.
- (2) The court may place the seal<sup>(GL)</sup> on the document –
  - (a) by hand; or
  - (b) by printing a facsimile of the seal on the document whether electronically or otherwise.
- (3) A document purporting to bear the court's seal<sup>(GL)</sup> shall be admissible in evidence without further proof.

<https://www.justice.gov.uk/courts/procedure-rules/civil/rules/part02>

The Council Tax (Administration and Enforcement) Regulations 1992, Regulation 35 Liability Orders: further provision

(3) The amount in respect of which a liability order is made is enforceable in accordance with this Part; and accordingly for the purposes of any of the provisions of Part III of the Magistrates' Courts Act 1980 (satisfaction and enforcement) **it is not to be treated as a sum adjudged to be paid by order of the court.**

35 (3) clearly states that the council tax liability order is not a court order.

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<sup>5</sup> <https://www.justice.gov.uk/courts/procedure-rules/civil/rules/part02>

## Ignorance of the law is no excuse

**Council Tax Liability Orders.**

**Council Tax (Administration and Enforcement) Regulations 1992**

<https://www.legislation.gov.uk/uksi/1992/613/schedule/2/made>

From 1992 - 2003 Courts issued the Council Tax Liability Order. Statute provided two templates in SCHEDULE 2 of the Act, a FORM A and FORM B.

FORM A is for an Individual debtor and FORM B is for a number of debtors who are to be listed in a table which would be attached to FORM B. The template provides for the name of the Magistrates Court and requires the Signature of the Justice of the Peace.

This is secondary legislation and as such, doesn't get amended. They only amend primary legislation - so those forms shouldn't really be there. because they are longer applicable.

*this information made available?*

**FOI Request no 240104080 answer:**

*The deprescription of liability orders took place in 2003. Since that time HMCTS and its precursor organisations have employed thousands of legal advisers and we have no records of the date when each one became aware of change.*

(What she is saying here is they do not when or if it was implemented - 20 years ago.)

*Legal advisers were reminded of it in March 2023.*

**Siân E. Jones LL.B.**

**Head of Legal and Professional Services, Legal Operations**

The Court's ACT changes resulted in the Council Tax Liability Order after 2003 no longer being recognized as a court document; instead, it transformed it into a Notification.

## Applications for Liability Orders - A Key Point

Before 2003 these forms would be filled in by THE COUNCIL and would be presented to a justice of the peace and then he would apply judicial function and issue a summons. Then at a hearing, if the case was proven or undefended, the Judge/Magistrate/Justice of the Peace would sign them, to create a physical Liability Order. Because it was signed and sealed by a court it was a real court document that the council was allowed to enforce using the court bailiffs because they had real power behind them.

However, the Courts Act of 2003 introduced reforms aimed at modernizing court administration leading to the restructuring of the court system in England and Wales. As part of this restructuring, the Government issued a directive via the Ministry of Justice.

So how important was the directive from the Ministry of Justice, as the directive would have affected forms A & B. We know how it affected the Council tax Liability application forms from Freedom of Information questions posed in 2023.

These answers show us that the 2003 Court Act resulted in the Council Tax Liability Order no longer being recognised as a court document; instead, it was transformed into a Notification, a notice. The applications that the council used to apply for liability orders were withdrawn thus meaning they could no longer apply for liability orders to be produced by the court.

Since 2003 the notification that the council receives from the court does not bear the authority of the court it came from because it is not a court-issued document. There has ceased to be judicial function when a Judge/Magistrate/Justice of the Peace simply signs what is now a notification.

So, faced with this the council changed the rules and decided to take on judicial function themselves. As well as hiring the court for the day, they hired a justice team and have completely taken over all due process and record. In other words, they create a Private Commercial Court under the guise of the jurisdiction of the court they are hiring the room from.

So now the Judge/Magistrate/Justice of the Peace in an attempt to not dishonour their oath will just make an oral pronouncement in court which has no power because this is not now a court of due process and record but a Private Commercial Court. Then after the hearing, the Judge /Magistrate/ Justice of the Peace, outside of their Judicial Function and jurisdiction, in their private capacity, showing bias to the claimant steps down from the bench walks to the claimants position or meets in a backroom where the Judge/Magistrate/Justice of the Peace commits fraud and perverts the course of justice by signing the Councils fraudulent paperwork.

The reason why they do this is because they are being paid by the Council to dishonour their oaths and show bias. One of the two principal rules that were meant to stop bias (i.e. against departure from the standard of even-handed justice required of those who occupy judicial office) developing in the law and in justice itself.

**nemo iudex in causa sua** (or in propria causa) (no man may be a judge in his own cause). This means that any decision, however fair it may seem, is invalid if made by a person with any financial or other interest in the outcome or any known bias that might have affected his impartiality.

The ongoing practice of the Judge/Magistrate/Justice of the Peace signing the council's paperwork carries significant legal and moral implications! The council trying to fool people into thinking this notification signed by the court official produced by is a bona fide Court Order is fraud and is against natural Justice Any decision reached in contravention of natural justice is void as ultra vires.

This was reinforced by another answer to a Freedom of Information request.

The answer from L Brooks of HMCTS confirms that a Judge/Magistrate/Justice of the Peace is operating in their private capacity and not within their jurisdiction or the Jurisdiction of the court when signing a Liability order as it is not a court document.

The ongoing practice of the justice signing what is now the **claimant's paperwork** carries significant legal and moral implications!

**FOI Question 230315074** : *What duty or function of the court is the Justice of the Peace performing by signing the Council Generated Council Tax Notice of a Liability Order?*

**FOI Request answer – 230315074**            **I**

*If a justice of the peace were to sign a "liability order" they would not be exercising a judicial function as it is not a court document.*

L Brooks  
Operations Directorate HMCTS

Remember the MOJ's directive of 2003?

**Siân E. Jones LL.B.** said:

*Legal advisers were reminded of it in March 2023.*

So the Justice Clerk Society issued a paper titled '**Procedures in Liability Order Applications**' and under the heading **Orders** it stated:

*The order is made when the presiding justice pronounces it, and is recorded in the court register, see section 3. Since repeal of the prescribed order, there has been no court-produced order. The Council's software should generate a notice that the order has been made, which is sent to the defendant. They should not be signed or endorsed with the name of a JP or court officer (still less a justices' clerk!)*

Most councils are still sending out this notification from a Judge/Magistrate/Justice of the Peace in his Private Capacity pretending it is a court issued Liability Order, but most send out a Notice of Liability Order, but either way this is not a court-generated document and to say it is or pretend it is, is fraud. This document is just a notification that an oral order has been made by the justices operating in their private capacity and not within their jurisdiction or the Jurisdiction of the court. This makes this document signed or not, just hearsay!

So, the Courts and the Councils know the directive has not been followed for two decades and we have proof that the Ministry of Justice also knows.

The fact that this is not a court order and just a fraudulent notification being used by the council to extort money has been recently highlighted in the precedent-setting court win in a council tax case.

The case was decided on 21st September 2023 in the High Court, KBD Swansea in favour of Mr Leighton. He was awarded £4,000 against debt collectors Bristow and Sutor, acting in alliance with City of York Council. The essence is that they were attempting an unlawful Council Tax debt collection process [Demanding money with menaces] where they failed to evidence a court-issued liability order, for which Mr Leighton was entitled to damages.

What is critical is less the precedent set, but rather the judge's comments as reported by the claimant: "His Lordship Harrison condemned the process of how Council Tax liability orders are obtained and held it is time for reform, concurring with my submission that the process raises issues under Article 6 ECHR. He also questioned their validity, holding that they don't actually **constitute a court order at all**". The higher courts are noticing that these rubber stamp courts are problematic, and will no doubt sense the threat to their own legitimacy if they give it a pass.

Council Tax liability orders are operating under an administrative framework that only provides "law theatre". They are attempting to entrap living men and women, acting under common law, into maritime law, and trick you into accepting their liabilities and liens. The whole process is treasonous and bears the highest level of criminal penalties as a result.

The standard reference on the matter is Halsbury's Laws of England, a reference tome which appears on every judge's bookshelf. This says (2011) [my emphasis]:

The law is absolutely clear on this subject. There is no authority for administrative courts in this country and no Act can be passed to legitimise them because of the constitutional restraints placed upon her Majesty at her coronation. Her oath requires her to govern us according to our respective laws and customs, a vital part of which consists of the tripartite system of separation of powers between judiciary, parliament (legislature) and executive. The collection of revenue by administrators is extortion, and extortion has been found reprehensible since ancient times.

## Who is Responsible!

The directive from the Ministry of Justice is clear.

1. The Council has a Notification that is not a Liability Order.
2. It should not be marked Liability Order.
3. It should not be signed by the Justice of the Peace; they have been told not to do it
4. It does not carry the authority of the Court

Sian E Jones LL.B states in her FOI answer:

"Since that time HMCTS and its precursor organisations have employed thousands of legal advisors..."



So, these thousands of Legal Advisors that have been employed over the last two decades have actively chosen, in lockstep, to ignore the Government directive issued by the Ministry of Justice which begs the following questions.

1. Who has instructed them to ignore the Government Directive?
2. Who has instructed the Judges/Magistrate's/Justices of the Peace to sign these notifications in their personal capacity.?
3. Who is instructing the justice teams to continue to mislead the public and pervert the course of Justice with catastrophic implications?

### **What about the Councils?**

They have known since 2003 that the paperwork they use does not follow Court Procedure Rules and is fraudulent, they employ legions of legal advisors to collude with the court and keep the fraud going who act in ignorance of the law, not nescience.

The councils take these fake fraudulent documents created by themselves and use them to commit fraud and extortion on the people while the court system, which helps them perpetrate this fraud, tries to remain aloof from what is going on and pretends the court system is not aiding and abetting the bond extortion by perverting the course of Justice.

The councils collect the so-called debt by attachment to earnings, take people's benefits, instruct solicitors to collude with internet courts to bankrupt residents and submit notifications to court claiming them to be court orders to produce fake charging orders against people's properties.

And, of course, these same councils instruct enforcement agents to harass and threaten, often with menaces, poor and vulnerable people in the community until they give up and pay. This though is in danger because of recent court judgements in the Leighton v Bristow & Suitor Judgement.

**Council Tax is a scam.**

Form A.

Date: ..... Magistrates' Court  
 Defendant:  
 Address:

On the complaint of *[name of billing authority]* that the sum of £ [ ] is due from the defendant to the complainant under Part V of the Council Tax (Administration and Enforcement) Regulations 1992 and is outstanding, it is adjudged that the defendant is liable to pay the aggregate amount specified below, and it is ordered that that amount may be enforced in the manner mentioned in Part VI of those Regulations accordingly.

Sum payable and outstanding: £  
 Costs of complainant: £  
 \_\_\_\_\_

Aggregate amount in respect of which the liability order is made: £

Justice of the Peace  
 [or by order of the Court Clerk of the Court]

Form B

Date: ..... Magistrates' Court

On the complaint of *[name of billing authority]* that the sums specified in the Table below are under Part V of the Council Tax (Administration and Enforcement) Regulations 1992 due from the defendants so specified to the complainant and are outstanding, it is adjudged that the defendants are liable to pay the aggregate amounts specified in respect of them in the Table, and it is ordered that those amounts may be enforced in the manner mentioned in Part VI of those Regulations accordingly.

TABLE

<i>Name and address of defendant</i>	<i>Sum payable and outstanding</i>	<i>Costs of complainant</i>	<i>Aggregate amount in respect of which the liability order is made with respect to the defendant</i>

Justice of the Peace  
 [or by order of the Court Clerk of the Court]

## STEPS TO TAKE ON RECEIPT OF A 'NOTICE OF LIABILITY ORDER'

### CIVIL JUDGEMENTS

[trustonline.org.uk](http://trustonline.org.uk)

Pay £10

Search civil judgements (warrants, fines, court orders).

Enter your name and address - goes back 30 years.

Under licence to the Lord Chancellor and is the only database in contract to the Ministry of Justice.

A green file means that no records have been found. No evidence that there is a court record.

Courts don't recognise Liability Orders as court orders.

### Further Information Regarding the Council

If the magistrates' court has acted 'in excess of jurisdiction', you can ask it to set aside the order. There is no prescribed form for making an application to set aside a liability order, but a letter can be sent to the court's clerk identifying the liability order and requesting a hearing to consider setting it aside.

We can submit a FOI request to find out if they have followed due process.

Then send a Letter Before Action/Claim to the council and negotiate an out-of-court settlement or file a claim with the criminal courts.

The council is therefore impersonating a court so we can take it to the High Court. We need to hold named individuals at the council to account because they are committing an offence by breaking legislation.

Pursuant to the Administration of Justice Act 1970, Part V Miscellaneous Provisions: Section 40  
Punishment for unlawful harassment of debtors

(1) A person commits an offence if, with the object of coercing another person to pay money claimed from the other as a debt due under a contract, he—

(d) utters a document falsely represented by him to have some official character or purporting to have some official character which he knows it has not.

<https://www.legislation.gov.uk/ukpga/1970/31/section/40>

The Council Tax (Administration and Enforcement) Regulations 1992

#### **Interpretation and application of Part VI**

**32.—(1)** In this Part—

“debtor” means a person against whom a liability order has been made;

Note that the 1992 enforcement regs define a 'debtor'. It's not the usual English or blacks law dictionary definition. The 1992 defines it as someone who has a liability order, not as someone who owes anyone any money: that's implied perhaps, but not stated.

There is no such thing as a liability order in any court whatsoever. Magistrates' Courts do not issue so-called 'liability orders', there is no such document under Civil Procedure Rules or Criminal Practice Direction. Judges don't issue court Orders, they are printed by the administrative staff from the council. The council is therefore acting illegally.

The fabricated court then issues a fabricated Liability Order because there is no form issued by the council to draw up the liability order. No form exists. The court doesn't hold the form.

According to the council tax manual, the form for creating the liability order (form A) was withdrawn in 2003 and it has not been replaced with another recording method. This makes all future enforcement actions null and void.

We can DSAR the court and the council to ask for a copy of the form that was produced for the liability order. If they can't give you one then their liability order is fraudulent. If the council does provide a form we know it is fraudulent.

If the council has no valid claim then they are committing a number of offences. All the rules the council are supposed to follow are in the council tax Handbook which can be bought on Amazon. They are breaking their own rules.

Therefore, you can stop an attachment to earnings by asking the council for a copy of the form used to create the liability order together with a request to the court for a copy of the liability order. They will not be able to supply either document. They cannot proceed without a valid court-recorded instrument.

A council is not a court therefore it doesn't have powers to act as a court pursuant to The Local Government Act 1888 section 78: Construction of Acts referring to business transferred.

Subsection 2: provided that the transfer of powers and duties enacted by this Act shall not authorise any county council or any committee or member thereof

- a) to exercise any of the powers of a court record, or
- b) to administer an oath, or
- c) to exercise any jurisdiction under the Summary Jurisdiction Acts, or perform any judicial business, or otherwise act as justices or a justice of the peace.

A Liability Order from the council is actually a notice in a maritime lien process. This is a form of non-consensual lien which arises from statutory law. For example, a tax lien can be imposed by law against the property of a taxpayer. Should the taxpayer fail to pay the taxes then the tax agency can seize personal property for the amount of the lien.

It is important to rebut the Notice of Liability so that they don't escalate it to one of their fake 'court orders' or 'charging orders' to confiscate property and goods.

For years people have campaigned in a number of cases to get the corrupt councils to produce a true and original copy of an alleged "Liability Order". This is the scam that the councils regularly pull off:

1. A summons is issued to you for non-payment of council tax.
2. As you go to court they try to trick you by meeting with you first in a side room. This is an attempt to have you admit to "liability" for the council tax. They try to have you agree to pay a regular amount each month. This admission of liability by you means that they can secure a "liability order" without you even entering the court.
3. If you do not agree to pay, they issue a liability order regardless.

Research has shown that a proper "court Order" MUST have certain things on it and these are:

1. A wet ink signature by the Judge or Justices Clerk who signed it on the day (Not a facsimile of a signature).
2. The Royal Identifier i.e. Royal Coat Of Arms.
3. Once the court date has passed they send a "Notice Of A Liability Order"

If councils had a true and original Liability Order (as described above) then why would they not send you a copy of that? Why would they send you a piece of paper typed up on a computer that claims that they have a liability order?

## **RESPONDING TO COUNCIL AND COURT AT THE SAME TIME TO NOTICE OF LIABILITY ORDER**

### **TO COUNCIL**

Further to your letter dated xxx, I have not received a liability order to date which is a legal obligation of the court at section 34(6) of the Council Tax (Administration and Enforcement) Regulations 1992.

Rule 115(6) of the Magistrates Court Rules does not apply to Liability orders. This does not remove the legal obligation to serve a Liability Order.

We require a copy of the Memorandum of Entry

Accordingly, service requirements elsewhere in the regulations would apply under the rules of equity, which prevail over the common law in the event of conflict under the Earl of Oxford case 1615 which binds all lower Courts in the land by common law precedent, and hence proof of service as specified elsewhere must be met.

Before you proceed any further under the fundamental law of 'He who asserts must prove', I put you to strict proof of your claim. Until then I cannot action your request.

Draft a letter demanding the council provide the Memorandum of Entry as they have paid for it by way of the Liability Order to the Magistrates Court. They make the claim, they evidence the claim.

This also goes for the slimy DCAs sending their "scary" letters. Evidence your claim by supplying the Memorandum of Entry, which the council has paid for by way of the alleged Liability Order.

### **ALSO SEND TO COURT ASKING FOR PROOF OF LIABILITY ORDER**

Dear Clerk of the Court,

It has been alleged a Liability Order was granted by the court against me, [enter your full name so they can do a search], on the dd/mm/yyyy, and they have failed to evidence their allegation.

Rule 115(6) Service does not apply to Liability Orders and so default service is as required under rule 67.

This does not remove the legal obligation to serve a Liability Order.

Under rule 16(1) I require the courts record of adjudication from the court register for legal purposes, which is a legal obligation under rule 66(1)(a), and at 66(2) details the order must show my name (the respondent).

Accordingly, service requirements elsewhere in the regulations would apply under the rules of equity which prevail over the common law in the event of conflict under the Earl of Oxford case 1615 which binds all lower Courts in the land by common law precedent, and hence proof of service as specified elsewhere must be met.

No fee is due as if a Liability Order was granted as claimed as the court has already received payment from the complainant in their application costs for the same.

If there is none I require confirmation of the same.

## Liability Orders - Points to Raise with the Court & the Council

Write to the court asking for the alleged liability order as per the information from the council.

Make it clear you do not have a case number, therefore require the court computer system records, as you have never received a liability order as per the legislation, Council Tax (Administration & Enforcement) Regulations 1992 section 35(1)

"A single liability order may deal with one person and one such amount (or aggregate amount) as is mentioned in regulation 34(7) and (8) (in which case the order shall be in the form specified as Form A in Schedule 2, or a form to the like effect), or, if the court thinks fit, may deal with more than one person and more than one such amount (in which case the order shall be in the form specified as Form B in that Schedule, or a form to the like effect)."

It is the duty of the court to provide this order on court-headed paper with the correct coat of arms and court seal or stamp. Anything else will be malicious communication, covered by the Malicious Communications Act 1988, chapter 27 section 1

The public has a right of access to the court records, including documents from the court records, as affirmed by the 5 justices of the UK Supreme Court in *Cape Intermediate Holdings Ltd (Appellant / Cross Respondent) v Dring (for and on behalf of Asbestos Victims Support Groups Forum UK) (Respondent / Cross Appellant)* [2019] UKSC 3842.

No signed court paperwork means no claim.

House of Lords 2008 *R v Clarke and McDaid* - request where in Law that has been superseded?

Try and remember to state your conditions for accepting their claims if it goes to court as well:

You need to see on risk of perjury:

- 1) Full electronic records of all hearings relating to the case
- 2) The fully signed and sealed warrant from the court
- 3) Fully financially audit-level proof the court costs have been fully paid

Fraud by misrepresentation. Section 2 Fraud Act 2006.

### **COURT : Template for a copy of memorandum entry.**

So far, the Memorandum of Entry seems to be as rare as a unicorn. Hence, stop enforcement until you have evidenced your claim. This will put the court into turmoil, as they are not a court of record, but rely upon the councils being the court of record.

Where the designated officer must supply the information requested to any person or a party directly affected by an Order of the Court. 66 C. (1) Request for information by a party or person directly affected by a case & 66 B (1) This rule applies where anyone, including a member of the public or a reporter, requests information about a case.

This application is made for a **certified extract** from the Court Memorandum or Register signed by a designated Court Officer for:

1. Judgment issued on \*\*\*\*\* 2023 for all Council Tax Liability Orders in favour of \*\*\*\*\*  
Council on that day which shall show: the number of defendants for  
the order the Liability Order Number  
what amounts of costs were ordered  
the notes on the register referring to M\* \*\*\*\*\*  
the total sum ordered

1. The name and title of signatory of who granted the summons on behalf of the court and proof of their status to approve the issuance of the summons under. **The Magistrates' Courts (Functions of Authorised Persons – Civil Proceedings) Rules 2020 S.I. No. 284 (L. 9)**

The public have full access, including documents from the court records, as affirmed by the 5 justices of the UK Supreme Court in *Cape Intermediate Holdings Ltd (Appellant/Cross Respondent) v Dring (for and on behalf of Asbestos Victims Support Groups Forum UK) (Respondent/Cross Appellant)* [2019] UKSC 3842.

The court is in no legal or lawful position to withhold information from you. If they tell you that the court is not automatically required to provide it then should be asked to supply the statutory instrument on which they rely.

If the court requests that you pay £20 before they will supply the information inform the court that the liability order has already been paid for by the council. State they are charging twice for the same thing which is an act of fraud, request they confirm the council didn't pay for the liability order in writing. It's obvious this is a money-making exercise by the judiciary.

Put them on notice that it is not within their remit to offer legal advice, merely to follow the law and, if they are found to be in contempt of that law you will seek damages for trespass by way of misrepresentation.

If the council claim they have a liability order, then the burden of proof rests upon the council to provide evidence. It rests upon the council to provide us with the Memorandum of Entry.

Draft a letter demanding the council provide the Memorandum of Entry as they have paid for it by way of the Liability Order to the Magistrates Court. They make the claim, they evidence the claim.

This also goes for the slimy DCA's sending their "scary" letters. Evidence your claim by supplying the Memorandum of Entry, which the council has paid for by way of the alleged Liability Order.

## **LIABILITY ORDER - LIEN PROCESS**

To ignore the Notice of Liability for a demand for council tax is to agree by tacit agreement and tacit acquiescence - it should be rebutted.

If not rebutted, the council can take it a step further and issue a court order. These court orders are fraudulent because the judge isn't issuing them, it is the council administrative staff issuing the court orders.

If the Notice of Liability isn't rebutted, the council, as the lien creditor, makes a Charging Order to confiscate property and goods. The council is acting illegally because they are using their own staff to produce the fictitious Court Orders and Interim Charging Orders.

To attend court for council tax is also to agree by tacit agreement and tacit acquiesce under the jurisdiction of the council's administrative court procedure.

On receipt of a Notice of Liability for council tax demand to attend court, you can reply with a Notice of Conditional Acceptance.

Points to raise include:

Asking whether the judge is on his oath. Ask for a copy of the judge's oath.

Ask if the council tax hearing is in a Constitutional Court of Record or if it is an Unconstitutional Administrative Hearing since you will only attend under common law in a Constitutional Court of Record.

Then you can issue a Notice of Liability, Notice of Complaint, Notice of Conditional Acceptance, Affidavit of Obligation, Notice of Interest, Notice of Fault & Opportunity to Cure, Notice of Default, Notice of Non-Jurisdiction, Notice of Misprision of Treason, etc.

The Rule of Three applies to all Notices before the Notices can be petitioned at a court for a Declaratory Judgement. This is the proceeding whereby you present your Affidavit of Obligation documentation and all of your evidence. It is not a trial, this is simply a judge reviewing the evidence and making a declaratory judgement in your favour or in favour of the defendant.

A declaratory judgement is not going to include an order to pay damages. This is a separate process by making a claim.

The second process, once recorded to make public, will have to start a Part-8 Claim in court. Part 8 claim under the Civil Procedure Rules (CPR). Follow the rules on How to start a claim, to get the claim into court. <https://www.justice.gov.uk/courts/procedure-rules/civil/rules/part08>

## CHARGING ORDERS

IF YOU HAVE RECEIVED AN INTERIM CHARGING ORDER...

- 1 - Get all your paperwork together,
- 2 - Get confirmation from the Magistrates Court there is no entry in their register.
- 3 - Adapt attached Objection against making a Final Charging Order within 49 days of receipt of Notice of Interim Charging Order,

OR HAVE A CHARGING ORDER...

- 4 - Adapt attached and make an application to have the Final Charging Order discharged...

The councils are sloppy with their evidence so either way this should get it discharged...

A few need to try it and if they do not do their jobs properly then we need the evidence so we can go to the High Court to judicial review to get this due process corrected!!!

[Your Address]

[Your first and last name]

**Applicant ("A")**  
In person

**V**

St. Katharine's House  
21-27 St. Katharine's Street  
Northampton  
NN1 2LH

**Civil National Business Centre**

**Respondent ("R")**

**And**

[Your council's address]

[Your Council Name]

**Interested Party ("IP")**

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**Statement of Case:**

**Application to set aside Charging Order [Interim/Final Charging Order #]**



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Breach of Duty of Care:

Paling v Ipswich Magistrates Court and the Importance of Due Process:

Justice Must Be Done:

Remedy

I, [Your first and last Name], in my own right, am aggrieved at the interim charging order granted by “**the Court Officer**” (agent unknown) against my property at [Your property address], [delete if only in your name (which I jointly own with [their names])] on the following grounds and I say as follows:

## Grounds for Application:

1. The Interim Charging Order was made by an anonymous court officer (“**the Court Officer**”), and
  - 1.1. is without evidence of judicial authority, and
2. The application is missing the details of the underlying liability order to be enforced, and
  - 2.1. without **legal evidence** of the underlying liability order, and
3. The charging order application is defective; there are [#] defects in 9 sections, this makes the application inaccurate [##]% - an abject failure in the due process of law.

## The Law:

### The Open Justice Principle is “those who do justice be known”

4. The individual making the liability order and the interim charging order is not readily discernible and hence **both** are void ab initio under the foundational principle of common law precedent reasoned in *R v Felixstowe Justices ex p Leigh* [1987] QB 582<sup>6</sup>:

“There is, in my view, no such person known to the law as the anonymous JP”, and

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<sup>6</sup> *R v Felixstowe justices ex parte Leigh and another* [1987] <https://peacekeepers.org.uk/wp-content/uploads/2024/01/1987-Felixstowe-R-v-Felixstowe-Justices-ex-parte-Leigh-and-another-1987-1-All-ER-551.pdf>

- 4.1. This was further analysed by the Upper Tribunal (High Court) in **NA v Secretary of State for the Home Department [2010] UKUT 444 (IAC)**<sup>7</sup> at 12, 13 and 14 as follows:

*“12. ...in deciding that this was unlawful, Watkins LJ, with whom Russell and Mann JJ agreed, observed that (at p.560h) “So far as I am able to ascertain, anonymity has never been claimed other than by the number of justices I have mentioned by anyone who can be said to be a judicial or quasi-judicial person. This applies as much to High Court judges and circuit judges as to, for example, members of tribunals.”*

*13. Watkins LJ noted that magistrates took the oath of allegiance and the judicial oath using their names (at p.560c-d). The same is, of course, true of Judges of the First-tier Tribunal. Also, he noted that a litigant was entitled to have his case heard and dealt with by a judge who was not disqualified by actual or apparent bias from adjudicating upon his case. Without knowledge of the **judge’s name** there would be no effective way of the right to object being “fully and properly exercised” (at p.560f). Watkins LJ observed that from time to time judges were the subject of criticism or worse but this was **no justification for anonymity** (at pp.560j-561b). **The Court concluded that it was a principle of open justice that “those who do justice be known” (at p.561b). A bona fide inquirer was entitled to know the name of a magistrate sitting on a case or who had done so (at p.561d).***

*14. In our judgment, this principle is no less applicable to decisions by judges of the First-tier Tribunal or, indeed, the Upper Tribunal. Watkins LJ specifically embraced within the principle he identified all judicial officers ranging between High Court Judges and tribunal members.”*

- 4.2. This was the reasoning (ratio decidendi), and hence is the binding precedent on all equivalent and lower courts for their decision at 11 that this is **a fatal flaw which vitiates an unnamed decision**:

*“The Duty Judge (if that be whose work it is) has neither included his or her name on the formal part at the beginning or at the end which remains blank and unsigned. It is wholly unclear from the document who has made the decision and whether, in fact, it is the work of one of the Duty Judges of the First-tier Tribunal. In our judgment, **this is a fatal flaw which vitiates the decision.**”*

- 4.3. Accordingly the charging order is not an order of a judicial officer and hence the charging order must be struck out.

### There is no evidence of judicial authority

5. No “Court Officer” can make a court order as reasoned in *R v Gateshead Justices* [1981] Q.B. 470<sup>8</sup>:

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<sup>7</sup> <https://tribunalsdecisions.service.gov.uk/utiac/37623>

<sup>8</sup> *R v Gateshead Justices* [1981] Q.B. 470 <https://www.dropbox.com/scl/fi/z2by8mh3aiaxgcrb6d55x/1981-Q.B.-DC-R-v-Gateshead-Justices-Ex-p-Tesco-Stores-Ltd.pdf?rlkey=0ezawfsxcm3vw3ihtgr54et9&st=s35wckvy&dl=0>

*“...if it appears **to the justice** necessary or expedient with a view to the better administration of justice' makes it clear that the power was discretionary and that the discretion had to be exercised by the justice acting judicially and therefore personally, **since the judicial function can never be delegated.**”* (p. 1031 e), and

- 5.1. Accordingly, the charging order is not an order of a judicial officer and hence the charging order must be struck out.

### There are no details of the judgment or order sought to be enforced

6. in breach of CPR PD1.2(2) as there is no underlying case number, yet this is a requirement expressed in Council Tax Guidance for HMCTS v2.0\_30.01.24<sup>9</sup> whereby the summons **must** be entered into the court register which generates a case number, refer to **3. Complaint entry** (page 4) of the Council Tax Guidance for HMCTS v2.0\_30.01.24:

*“1. The list(s) are entered onto Libra using “offence code” CT92502 - Complaint for liability orders for non-payment of council tax (or the appropriate code if the complaints relate to rates). 2. The number of complaints in the list need to be added to the offence”, and*

- 6.1. Which at 2.9 must include the name of the authorising person without which the summons is fatally flawed being an order from an anonymous person as opposed to being a defect of form:

*“The Magistrates’ Courts Rules do not require a signature on summonses; however, a council’s software may affix one. If the name is wrong (e.g., it refers to a justices’ clerk), that is a defect of form, and is not fatal to the summons or the subsequent proceedings (Magistrates’ Courts Act s. 123).”*

- 6.2. Accordingly IP’s evidence DOES NOT MEET THE **LEGAL REQUIREMENT** FOR REGULATION 50(1)(a) and the charging order must be struck out.

### There is no legal evidence of the underlying order

7. Regulation 34(6) of the Council Tax (Administration and Enforcement) Regulations 1992 (“**CTAER1992**”) which expresses:

*“The court shall **make** the order if it is satisfied that the sum has become payable by the defendant and has not been paid.”*

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<sup>9</sup>[https://www.whatdotheyknow.com/request/access\\_to\\_publication/response/2602376/attach/5/council%20tax%20guidance%20for%20hmcts.pdf?cookie\\_passthrough=1](https://www.whatdotheyknow.com/request/access_to_publication/response/2602376/attach/5/council%20tax%20guidance%20for%20hmcts.pdf?cookie_passthrough=1)

7.1. The question of what was intended to constitute “*shall make*” a liability order for legal purposes is clearly expressed in:

7.1.1. The Council Tax (Administration and Enforcement) (Amendment) (No. 2) (England) Regulations 2003 removed the obligation to make the Liability Order **in the prescribed Forms A or B**. This however **did not remove the obligation of the court** to ‘make’ an order. Hence a physical order is required under regulation 34(6), of the CTAER1992, and can even be in the format of Form A or B, and

7.1.2. Rule 16(1) of The Magistrates Court Rules 1981<sup>10</sup> affirms that merely pronouncing an order is not sufficient to evidence an order

7.1.3. “*A record of summary conviction or order made on complaint required for an appeal or other legal purpose may be in the form of certified extract from the court register*”,  
*and*

7.1.3.1. *its contents is expressed in Rule 68B as follows:*

*“(a) the date of a hearing in public;*

*(b) in general terms, the subject of the proceedings;*

*(c) the court’s decision at a hearing in public;*

*(d) whether the case is under appeal;*

*(e) the identity of—*

*(i) the parties,*

*(ii) the parties’ representatives, including their addresses, and*

*(iii) the judge, magistrate or magistrates, or justices’ legal adviser by whom a decision at a hearing in public was made;*

*(f) such other information about the case as is required by arrangements to which paragraph (6)(c) refers; and*

*(g) details of any reporting or access restriction ordered by the court.”*

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<sup>10</sup> Magistrates Court Rules 1981 (April 2024) <https://assets.publishing.service.gov.uk/media/660d0c6cfb0f770011ec66dd/magistrates-courts-rules-1981-april-24.pdf>

7.1.4. This is affirmed at 8. Orders (page 5) of the ‘Council Tax Guidance for HMCTS v2.0\_30.01.24’<sup>11</sup> that by merely pronouncing an order is not sufficient to evidence an order:

*“The order is made when the presiding justice pronounces it, **and is recorded in the court register, see section 7.**”*

7.1.5. which itself reaffirms the Justices Clerks’ Society Procedure at the Hearing (page 9) of its ‘Council Tax Enforcement (Nov 2019)’<sup>12</sup> publication:

*“...The endorsed printout is used as a record of all orders made and is **kept permanently as a court register.**”*

7.1.6. which itself reaffirms the Justices Clerks’ Society Procedure in section 4 Orders (page 3) of their ‘Liability Order Applications (2023)’ that:

7.1.7. *“The order is made when the presiding justice pronounces it, **and is recorded in the court register...**”*

7.1.8. as confirmed by the MOJ in FOI dated 17/02/2023<sup>13</sup> that:

7.1.8.1. Council Generated Documents ARE NOT court documents, and

7.1.8.2. Courts do not issue a ‘liability order’ as such, however either a copy of the register under rule 66 of MCR1981, or a certified extract under rule 68 is admissible in legal proceedings in accordance with rule 16.

8. The above analysis clearly clarifies the recent rulings in *Leighton v Bristow & Sutor* [2023] J90SA002<sup>14</sup>, and, *R (On the Application Of Kofa) v Oldham Metropolitan ~~Beltan~~ [Borough] Council* [2024] EWHC 685 (Admin)<sup>15</sup>.

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<sup>11</sup>[https://www.whatdotheyknow.com/request/access\\_to\\_publication/response/2602376/attach/5/council%20tax%20guidance%20for%20hmcts.pdf?cookie\\_passthrough=1](https://www.whatdotheyknow.com/request/access_to_publication/response/2602376/attach/5/council%20tax%20guidance%20for%20hmcts.pdf?cookie_passthrough=1)

<sup>12</sup> <https://peacekeepers.org.uk/wp-content/uploads/2023/04/Council-Tax-Guide-Nov2019.pdf>

<sup>13</sup>[https://www.whatdotheyknow.com/request/validation\\_of\\_court\\_documents/response/2232195/attach/4/Paul%20Barnes%20FOIA%20230124015.pdf](https://www.whatdotheyknow.com/request/validation_of_court_documents/response/2232195/attach/4/Paul%20Barnes%20FOIA%20230124015.pdf)

<sup>14</sup> [https://peacekeepers.org.uk/wp-content/uploads/2024/05/Leighton\\_v\\_Bristow\\_Sutor\\_Cardiff\\_HCJ\\_Judgment\\_20230920\\_V\\_Final.pdf](https://peacekeepers.org.uk/wp-content/uploads/2024/05/Leighton_v_Bristow_Sutor_Cardiff_HCJ_Judgment_20230920_V_Final.pdf)

<sup>15</sup> <https://www.bailii.org/ew/cases/EWHC/Admin/2024/685.html>

8.1. In Leighton HHJ Harrison said:

at 11 *"...in passing the claim to the enforcement agents [in this case the County Court], the council simply send a list of persons against whom liability orders have been obtained. The defendants [in this case the County Court], on the evidence, taken them at their word and proceed accordingly "*

8.1.1. My analysis shows what constitutes **legal evidence**, and hence resolves HHJ Harrison's serious misgivings expressed regarding the evidence, which at 14:

*"...comprise effectively extracts from court lists, showing that on the material day the claimant was on the court list, and pairing that with a signature applied at the end of the list by a magistrate or district judge."*

8.1.2. Including the defect at 15 that the councils' liability order record is only

*"what the magistrate or judges certify is the number of liability orders made that day [or an attached table]"*

8.1.3. and at 16 that

*"the 'table' shows a different date and costs, and no other document records the same".*

8.1.4. HHJ Harrison affirms the reason was a breach of s26(2)(b) at 25:

*"The suggestion that the council, as effectively clients, can authorise employees of the defendant to enter premises and take control of goods is problematic, to say the least"*

8.1.5. These same principles of law (reasoning) applies to attachment of earnings, charging orders , bankruptcy order and imprisonment petitions.

8.1.6. Continuing at 27 that *"There is no doubt that Mr Leighton made it clear that he wanted to see the defendants' authority to enter his premises, and whilst he may himself have focused on having sight of liability orders, it is not, in my judgment, sufficient simply to signpost him to the local authority. "* with his resulting determination that *"In my judgment, a householder is entitled to ask the defendants on what authority they are purporting to enter his property, and the fact that they cannot do so, and refer him back, effectively to their client, is almost bound to cause him to be dissatisfied. In my judgment, the defendants are in breach of paragraph 26."*

8.1.7. Concluding at 27:

*“The provisions at paragraph 26 [in this case the granting of the charging order by CNBC] **require the defendant** [in this case London Borough of Enfield] **to be able to put themselves in a position where they can provide on request their authority to act** [the court order or legal evidence thereof]. *That, it seems to me, is an important obligation placed upon them, and is something in respect of which they needed to address their minds, and make arrangements accordingly...*”*

8.1.8. continuing at 27 and affirming s66 provides the claimant remedy being the award for damages of £4,000 plus substantial costs against Bristow and Sutor

*“...in that the defendants [in this case **[your councils name]**] failed to provide evidence of their authority.[in this case to the County court CNBC]”, and*

8.2. Further, my analysis what constitutes legal evidence provides predictability and consistency to Fordham J in a more recent High Court case **Kofa**, where at 26 he deals with what could be treated as evidence of a liability order to **satisfy a County Court before making a charging order**, at 29, should the court have before it evidence:

*“from a person who was present in the magistrates court, who owes ethical duties to the court, and who confirms that a liability order was made and on what basis that is being confirmed.” as opposed to “the Council's generated print-out or what it is told about what happened in the magistrates' Court or both...”.*

8.2.1. Having ignored Kofa’s submissions at 29 where he claims not to have been shown any provision, yet Fordham J at 12(ii) admits Kofa referred him to rule 66 of the Magistrates Rules 1981<sup>16</sup> (“MCR1981”) requiring

*“a minute or memorandum of every adjudication f the court”, and “nothing short of this can satisfy CTAER1992 regulation 50”.*

8.2.2. This is expressed in rule 16(1) of the MCR1981 that:

*“A record of summary conviction or order made on complaint required for an appeal or other legal purpose may be in the form of certified extract from the court register.”*

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<sup>16</sup> Magistrates Court Rules 1981 <https://assets.publishing.service.gov.uk/media/660d0c6cfb0f770011ec66dd/magistrates-courts-rules-1981-april-24.pdf>

8.2.3. Accordingly the Council’s evidence of the underlying Liability Order DOES NOT MEET THE LEGAL REQUIREMENT FOR REGULATION 50(1)(a) and the charging order must be struck out.

**Relevant Chronology and Defects Interim / Final Charging order #####**

	24/07/2024	Application for Interim Charging Order for £#,###.## against [property address] must exceed £1000.00 (CTAER1992r50(1)(c))	
		<p><b>Section 1:</b> No underlying claim number to link alleged ‘liability order’ or ‘the table’ which refers to <b>case number #####</b> which IS NOT A COURT CASE NUMBER.</p> <p><b>Fundamental defect:</b> Breach of CPR PD73 1.2(2) by ADMISSION as the application claim number is given as the underlying order.</p>	EB p1
		<p><b>Section 3 B:</b> requires ‘<b>evidence of debt</b>’ which is bolded. CPR 32.4 Requires evidence to be entered by witness statement and CPR 22.1 that it must be supported by a statement of truth</p> <p><b>Fundamental defects:</b> Only council documents and no court order is provided, furthermore no <b>statement of truth</b> is provided.</p>	EB p2
		<p><b>Section 9:</b> The judgment creditor is legally an “<i>other corporation</i>” created by section 2(3) of the Local Government Finance Act 1972 creating a duty for “<i>making proper enquiry</i>”.</p> <p><b>Fundamental defect:</b> This section is blank thereby <b>admitting</b> the “<i>proper enquiry</i>” was not done.</p>	EB p3



		<p>Despite the breaches identified above, a legal representative knowingly (or negligently) signed the <b>Statement of Truth</b>.</p> <p><b><u>Fundamental defect:</u></b></p> <p>thereby knowingly breaching the statement of truth and a legal representative cannot enter evidence.</p>	EB p4
	30/05/2024	<p><b>COURT LISTING - Council Tax: 2022/3</b> is not a court document and does not even claim to be.</p> <p>Hearing for case # <b>001084</b> scheduled for 30/05/2024.</p> <p>No evidence it relates to “<i>the Table</i>” referred to in the claimed liability order.</p> <p>No evidence of any decision whether withdrawn, adjourned, dismissed, or order made.</p> <p><b><u>Fundamental defect:</u></b></p> <p>THIS IS NOT EVIDENCE OF A LEGAL COURT DECISION</p>	EB p6
	30/05/2024	<p><b>Alleged Court issued Liability Order:</b> This document claims to be issued by “<i>North London Local Justice Area</i>”, this is not a court and in any event the court admits they do not “<i>make</i>” physical liability orders evidencing this to be a fraudulent misrepresentation relied upon by IP.</p> <p><b><u>Fundamental defects:</u></b></p> <p>No court name, no case number, no defendants name, refers to “<i>the Table</i>”, and the squiggle does not identify the Justice of the Peace (or by Order of the Court Clerk to the Court).</p> <p>THIS IS NOT EVIDENCE OF A LEGAL COURT DECISION</p>	EB p7
	24/05/2024	<p>Sealed Interim charging order for £#,###.## against Property address</p> <p><b><u>Fundamental defect:</u></b></p> <p>Granted by “<i>the Court Officer</i>” – It is trite law that “<b>the judicial function can never be delegated</b>”.</p>	EB p8
	03/11/2023	<p>Final Charging Order granted by Legal Adviser <b>name</b></p>	EB p11
	08/04/2024	<p>In person objection to final charging order dismissed by <b>DDJ / DJ name</b></p>	EB p12

	29/07/2024	Application to set aside interim and final charging orders	
	19/08/2024	Application struck out on papers by DDJ / DJ name: Reason must be by way of appeal.	EB p13

## Summary

### Defects in the Interim Charging Order:

10. The interim charging order obtained by IP is fundamentally flawed and must be set aside. The judicial decision cannot be delegated, and hence is not an order of the court. Further, the order is based on a fraudulent misrepresentation, namely the assertion that a valid liability order exists when, in fact, the purported liability order is defective and void and has not been legally evidenced to exist, relying merely on council records.

### Prevalence of Defects:

11. The extent of the defects in the IP's application for the interim charging order is significant. A detailed analysis reveals that 4 out of 9 sections (44.4%) contain material errors and misrepresentations. This high prevalence of defects further underscores the invalidity of the order and the R's disregard for due process."

### Breach of Duty of Care:

12. The Court Officer's decision to grant the interim charging order without question, despite the obvious defects in the application, represents a clear breach of their duty of care to the public. Judicial officers are entrusted with upholding the integrity of the legal system and protecting individuals from the overreach of state power. Judicial decisions cannot be delegated and the Court Officer's failure to scrutinize the application and identify the fundamental flaws constitutes a serious dereliction of duty.

### Paling v Ipswich Magistrates Court and the Importance of Due Process:

13. The case of *Paling v Ipswich Magistrates Court and Mid-Suffolk District Council* [2021] EWHC 2739 (Admin) affirms the paramount importance of due process in legal proceedings. The High Court in that case emphasized that **defects in the due process of law stand above the question of innocence or guilt**. The court held that even if the Claimant's underlying application was ultimately unsuccessful, the defects in the process leading to the liability order were sufficient to warrant quashing the order and remitting the matter for a rehearing.

### Justice Must Be Done:

14. The principle of *fiat justitia ruat caelum* – let justice be done though the heavens may fall – encapsulates the fundamental importance of upholding justice, regardless of the

consequences. The Court must not allow the IP's procedural errors and misrepresentations to stand, as doing so would undermine the integrity of the legal system and deny the me the justice I deserve.

## Remedy

15. Accordingly, to do anything other than set aside the interim charging order under the courts duty to correct the mistakes of its judicial and other officers of the court is an affront to the rule of law.

I believe the facts stated herein are true;

*Your name*

*29/09/2024*

**Council**

Claimant ("C")

**V**

**Your name**

Defendant ("D")

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### OBJECTION AGAINST FINAL CHARGING ORDER

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This [dd] day of [month] 2023, I, [name], of [address], herewith file my object in the above claim following your Notice of Transfer of Proceedings dated **14/08/2023**, but post marked **24/08/2023** and hence deemed served **26/08/2023**, believe the contents herein to be true and say;

1. The evidence supporting 3 – Judgement Debt or enforcement of liability order is not supported by a Statement of Truth which is unsigned and hence the claim must be struck out, and

**Claim of £1257.93 – job # 82359**

2. Page 1 – this is not evidence of a liability order, and  
2.1. hence is a fraudulent misrepresentation which vitiates all, and  
2.2. hence the claim must be struck out, and

3. Page 2 – this is not evidence of a liability order, and
  - 3.1. hence is a fraudulent misrepresentation which vitiates all, and
  - 3.2. hence the claim must be struck out, and
  
4. Page 3 – this is not evidence of a liability order.
  - 4.1. hence is a fraudulent misrepresentation which vitiates all, and
  - 4.2. hence the claim must be struck out, and
  
5. Page 527 – This printout claims to be a liability order of council tax, but is unsigned and is neither a court document nor a copy of a court document and
  - 5.1. hence is a fraudulent misrepresentation which vitiates all, and
  - 5.2. hence the claim must be struck out, and
  
6. P 584 is a council printout and is neither a court document or a copy of a court document which is not signed nor dated, and shows no evidence of whether if any order were granted that it was from a Justice of the Peace, or if it was authorised by order of the Clerk of the Court or a designated officer would which voids any signed order as they do not have lawful authority to make judicial decisions, and
  - 6.1. It shows no amount, and
  - 6.2. hence is a fraudulent misrepresentation which vitiates all, and
  - 6.3. hence the claim must be struck out.

**Claim of £1310.86 – job # 880556**

7. Page 1 - this is not evidence of a liability order, and
  - 7.1. hence is a fraudulent misrepresentation which vitiates all, and
  - 7.2. hence the claim must be struck out, and
  
8. Page 2 – this is not evidence of a liability order, and
  - 8.1. hence is a fraudulent misrepresentation which vitiates all, and
  - 8.2. hence the claim must be struck out, and
  
9. Page 3 is merely a council printout which only bears an initial and surname which again is not signed and neither is this a court document or a copy of a court document and
  - 9.1. hence is a fraudulent misrepresentation which vitiates all, and
  - 9.2. hence the claim must be struck out, and
  
10. Page 907 – claims to be a liability order of council tax, but is unsigned and neither is this a court document or a copy of a court document and

10.1.hence is a fraudulent misrepresentation which vitiates all, and

10.2.hence the claim must be struck out, and

11. In the Justices Clerk Society and the Ministry of Justice updated their procedures to bring them in line with the will of Parliament and details for legal evidence the only option is a Memorandum of Entry from the Magistrates Court Register of convictions.

12. The Magistrates Court confirmed they do not hold a record of any orders under my name and date of birth as attached.

### **DISPOSAL OF THIS CLAIM**

13. The court is obliged to dismiss this claim as it does not meet the legal evidential requirement for a liability order as per updated guidance in June 2023 and the will of Parliament!

### **COSTS**

14. The defendant would be liable for the claimants costs and hence requires the court under its equitable powers to award equal costs plus £1.00 in favour of the defendant payable within 7 days.

## VOID ORDERS

FOI to the Court

*As a council tax liability order is held in a criminal venue (magistrates court) yet is of civil in nature; then please confirm the jurisdiction of the court and which [all] legislations [and CPR court rules] apply to those hearings?'*

- 1) We require full electric records of all hearings relating to the case
- 2) The fully signed and sealed warrant issued by {XYZ} Magistrates Court
- 3) Audit level proof the court costs have been fully paid

Given that the alleged 'hearing' on {date} was allegedly held in a criminal venue ({XYZ} Magistrates' Court) yet non-payment is a civil matter, we consider that the court has no jurisdiction.

Without any signed court paperwork {XYZ COUNCIL} do not have a valid claim against us pursuant to R v Clarke and McDaid [2008] when the House of Lords confirmed that there is no valid trial if the bill/indictment has not been signed by an appropriate officer of the court because there is clear statutory provision that Parliament intended that an indictment should be signed by a proper officer of the court. <https://swarb.co.uk/clarke-regina-v-regina-v-mcdaid-hl-6-feb-2008/> and <https://publications.parliament.uk/pa/ld200708/ldjudgmt/jd080206/clarke.pdf>

Until such time as a valid, bona fide signed order has been 'SERVED' in ACCORD and SATISFACTION no legitimate legal obligation or authority to assert any form of enforcement exists.

However, if such an ORDER was made because the judge or any party to the judgement had no jurisdiction, broke the law, or ignored due process then that order is VOID. We have already established that {XYZ COUNCIL} has ignored due process.

In this case all of the above were broken when {XYZ COUNCIL} issued their own summons to a hired a room in a court building calling it 'a court'; hired a magistrate who rubber-stamped a list of non-payers; and issued a fraudulent Notice Of Order that does not relate to any court records. Therefore any Order {XYZ COUNCIL} claims to have against us is void.

Anything after the point where {XYZ COUNCIL} acted ultra vires is void ab initio. a 'void' order or claim has no legal effect ab initio (from the beginning/outset) and therefore does not need to be appealed, although for convenience it may sometimes be necessary to have it set aside (Lord Denning in MacFoy v United Africa Co. Ltd. [1961] and Firman v Ellis [1978])

A void order does not have to be obeyed because in Crane v Director of Public Prosecutions [1921] it was stated that if an order is void ab initio (from the beginning) then there is no real order of the Court.

A void order results from a 'fundamental defect' in proceedings (Upjohn LJ in Re Pritchard (deceased) [1963] 1 Ch 502 and Lord Denning in Firman v Ellis [1978] 3 WLR 1) or from a 'without jurisdiction'/ultra vires act of a public body or judicial office holder (Lord Denning in Pearlman v Governors of Harrow School [1978] 3 WLR 736).

A 'fundamental defect' includes a failure to serve process where service of process is required (Lord Greene in Craig v Kanssen Craig v Kanssen [1943] 1 KB 256);

Pursuant to Macfoy v United Africa Company Limited [1961] Lord Denning confirmed that:

- i) If an act is void, then it is in law a nullity.
- ii) There is no need for an order of the court to set it aside - it is automatically null and void without more ado, though it is sometimes convenient to have the court declare it to be so.
- iii) Every proceeding which is founded on it is also bad and incurably bad. <https://swarb.co.uk/macfoy-v-united-africa-company-limited-west-africa-pc-27-nov-1961/>

In Re Pritchard CA [1963] Upjohn LJ confirmed that:

- (i) a void order results from a fundamental defect in proceedings making the whole proceedings a nullity.
- (ii) a nullity cannot be waived.
- (iii) it is never too late to raise the issue of nullity: and
- (iv) a person affected by a void order has the right - ex debito justitiae - to have it set aside.

In addition, where there are defects in proceedings which are so fundamental they make the whole proceedings a nullity. These include: proceedings which appear to be duly issued but fail to comply with a statutory requirement. <https://swarb.co.uk/in-re-pritchard-ca-1963/>

In *Firman v Ellis* [1978] Lord Denning confirmed that a void act is a nullity and therefore void ab initio. <https://intelligenceuk.com/index.php/firman-v-ellis-1978-3-wlr-1-setting-aside-a-void-order/>

A 'fundamental defect' includes a failure to serve process where service of process is required (Lord Greene in *Craig v Kanssen* [1943] 1 KB 256); or where service of proceedings never came to the notice of the defendant at all (e.g. he was abroad and was unaware of the service of proceedings); or where there is a fundamental defect in the issuing of proceedings so that in effect the proceedings have never started; or where proceedings appear to be duly issued but fail to comply with a statutory requirement (Upjohn LJ in *Re Pritchard* [1963]). Failure to comply with a statutory requirement includes rules made pursuant to a statute (*Smurthwaite v Hannay* [1894] A.C. 494).

In his book 'The Discipline of Law' Lord Denning states on Page 77:

*i) Although a void order has no legal effect from the outset it may sometimes be necessary to have it set aside because as Lord Radcliffe once said: "it bears no brand of invalidity on its forehead".*

In *Bellinger v Bellinger* [2003] the House of Lords confirmed that:

- (i) a void act is void from the outset: and
- (ii) no court not even the House of Lords (now the Supreme Court) has jurisdiction to give legal effect to a void act no matter how unreasonable that may seem, because doing so would mean reforming the law, which no Court has power to do because such power rests only with Parliament. The duty of the court is to interpret and apply the law not reform or create it.

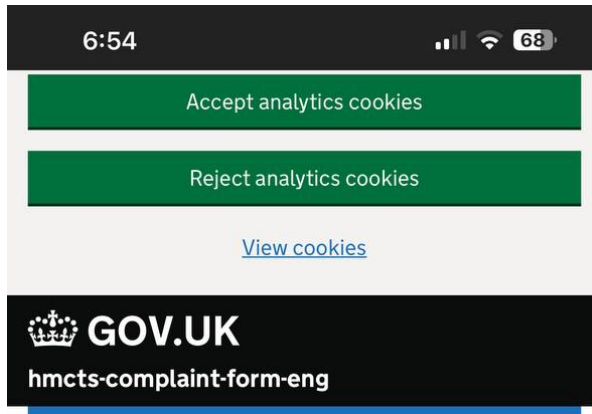
The procedure for setting aside a void order is by application to the Court which made the void order.

A person affected by both a void or voidable order has the right – ex debito justitiae – to have the order set aside (which means that the Court does not have discretion to refuse to set aside the order or to go into the merits of the case) (Lord Greene in *Craig v Kanssen* [1943])

The procedure for setting aside a void order is by application to the Court which made the void order, although it can also be set aside by appeal although an appeal is not necessary (Lord Greene in *Craig v Kanssen* [1943]) or it can quashed or declared invalid by Judicial Review (where available) and where damages may also be claimed.

<https://windowsontheworld.net/windows-on-the-world-when-court-orders-are-void/>  
<http://www.opg.me/THE%20VOID%20ORDER.pdf>

## IF YOU WERE THE VICTIM OF A FAKE WARRANT



### Complain about a court or tribunal

**Your complaint will not affect your case.**

You cannot use this form to complain about:

- the result of a case
- a judge, magistrate, coroner or member of a tribunal

This online form is also [available in Welsh \(Cymraeg\)](#).

**Start now >**



Complain About the COMPANY applying for fraudulent Warrants, they are TRUSTED #Fiduciary

<https://hmcts-complaint-form-eng.form.service.justice.gov.uk/>

WE KNOW WARRANTS ARE FAKE DO THE COURTS?

🌟 Complain To HMCTS <https://hmcts-complaint-form-eng.form.service.justice.gov.uk/>  
Takes 5 Mins

🌟 Complain directly to the Court issuing the Warrant Find Here <https://www.find-court-tribunal.service.gov.uk/search-by-name>



## **DEBT COLLECTORS, BAILIFFS, AND ENFORCEMENT OFFICERS**

If you fail to pay after the notice of liability order has been sent your details will be passed to a private debt collector. This is a breach of the Data Protection Act 2018.

Councils are not allowed to delegate their powers to collect a Tax to private corporations. The Crown gives the Council the authority to collect the Tax.

The coat of arms gives the Council the authority collect tax for the Crown corporation - giving the Council the status as a billing authority. This status cannot be delegated to another third-party corporation, that would be unlawful delegation.

A local Authority cannot delegate the exercise of its statutory functions without express provision. This means that a local authority is not able to enter into contracts which require a third party to exercise functions. Such arrangements are ultra vires and void.

### **Contact the Council**

Request a copy of their Published Debt Recovery Policy.

Request the information you have collected and considered about my personal financial circumstances.

Application for a discount sent to the 151 officer - zero my Council tax

Why is the council using unauthorised debt collectors to harass me?

Sharing my information is a breach of the Data Protection Act 2018 and the GDPR 2018.

Write to the council informing them of their illegal actions of enforcement whilst the matter is still award of court proceedings.

That the recent correspondence comes under malicious communication, of which the council are responsible, and subject to criminal charges.

It may be considered an error once, but repeated threatening communication from their agent amounts to harassment (Protection from Harassment Act 1997) and blackmail (Bribery Act 2010) for which HBC are responsible and liable to prosecution.

Now that HBC has been updated and informed, any plausible deniability has been extinguished. Furthermore, ignorance of the law is not a defence in court.

I await your swift response and correction to your illegal enforcement. Without frivolity or vexation.

### **FOI THE COUNCIL**

In reference to a letter from XYZ Debt Collectors we are requesting the following information:

1. Under what legislation is ABC Council authorised to use private debt collectors to collect Council Tax?
2. Under what legislation is ABC Council authorised to delegate its powers to collect a tax to a private corporation?
3. Under what legislation is ABC Council authorised to delegate its status as a billing authority to a third-party corporation?
4. Who gave ABC Council express provision to delegate the exercise of its statutory function to Collect Council Tax?
5. Provide a copy of your Published Debt Recovery Policy.
7. Provide the process for applying for a discount to zero a Council Tax bill.

8. Is ABC Council permitted to share data with a third-party corporation pursuant to the Data Protection Act 2018 and the GDPR 2018?

Provide your public liability insurance details.

Should you not fully answer the requests in this notice, or should you choose to ignore it, you will be in breach of Court Procedure Rules Part 31 Rule 11.

## **Protect Your Property**

Before you stop paying for anything protect your car from possible Debt Collector visits by changing the Registered Keeper to a Limited Company for which you are a director, or to the name of a trusted friend.

Fit extra locks and bolts on the doors.

## **Debt Collectors**

Without a certified copy of the Liability order the debt collectors cannot make a lawful claim against you. We need to remind them of this by sending a DSAR asking for a copy of the Liability order and the proof of claim against you. If they cannot provide it they must return the case back to the council.

One of the quickest ways to get rid of the Council Tax bailiffs is to insist they show you the Warrant of Execution because they don't have them, so their form 'Notice of Execution of Distress Warrant' is fraudulent. The reason is this:

If you inspect Form N323 ... <http://wbus.westlaw.co.uk/forms/pdf/cpf00264.pdf> ... "Request for Warrant of Execution" ... you'll see a space at the top right for the COUNTY Court, and Claim Number. This is because it is in a COUNTY Court that claims (for "money") are processed, which result in a CCJs.

A CCJ will be associated with a Claim Number. The Maggot's Circus doesn't ever 'prove' anything. They just rubber-stamp ... as we know. Furthermore, we know that the Council doesn't even lodge any 'LEGAL OR LAWFUL complaint' ... it just goes ahead, prints its own "Court look-alike" Summonses, and runs its own "paid-for" Liability Hearings.

To lodge a 'LEGAL enforcement of a monetary demand' it would have to go to a COUNTY Court! So it never even kicks off as any remotely valid "Claim Process". Because, if it were making a Claim ... for money ... it would have to go to the COUNTY Court ... not a Magistrates Court. The Council would have to get a CCJ. Then it would be possible to fill in Form N323 and "Request a Warrant of Execution" ... because it would have the County Court Name & the CCJ/Claim Number.

If they haven't filled in Form N323 and REQUESTED a Warrant of Execution, then they can't possibly have a Warrant of Execution ... can they? If they don't possess a Warrant of Execution ... then they have ZERO standing to do ANYTHING AT ALL.

Why is this? Simply because of the QUANTITY. The 'system' (of due process) cannot possibly cope with the QUANTITY of Complaints/Claims that would be necessary. Bear in mind, one Liability Hearing will rubber-stamp THOUSANDS of Council Tax demands at one morning sitting! (Assuming no-one turns up ... which is most likely).

"Corners" are cut to the bone, in order to create some form of enforcement mechanism. Which only 'works' by deception and intimidation AND PEOPLE NOT KNOWING THEIR RIGHTS! Unfortunately, if you cut ANY corner, it will completely invalidate any 'enforcement'. OH!!! BTW!!! THIS MUST BE TRUE OF \*ALL\* ENFORCEMENT OF ALL FINES!!! THINK ABOUT THAT!!!

Can you confirm the liability order that is granted 'is not a sum adjudged' as per CT(AE)R 1992 section 35

(3) The amount in respect of which a liability order is made is enforceable in accordance with this Part; and accordingly for the purposes of any of the provisions of Part III of the Magistrates' Courts Act 1980 (satisfaction and enforcement) it is not to be treated as a sum adjudged to be paid by order of the court.

Ask her to confirm the liability order is made in accordance with CT(A&E)R 1992 section 35 paragraph 3, whereby is not to be considered a sum adjudged.

If otherwise, the burden of proof is upon the court to evidence a debt.

That's if they have proof that there is a sum adjudged by a lawful court, they are on notice to provide evidence of such or any other proof of claim that they have a warrant from a court, and that there is a sum adjudged. If there is no sum adjudged, there is no legal claim to any property - goods or otherwise. On what basis can they get a warrant?

## **DCA NOTICE**

A. Further to your attached claim, in accordance with section 76 of the Magistrates Court Act 1984 ("MCA1984") if issued by a Magistrates Court, or section 85 of the County Courts Act ("CCA1984") if issued by a County Court, I require you to provide evidence for the lawfulness of your claimed enforcement powers.

B. Under your obligations under section 12 of the Tribunals Court Act 2007 ("TCA2007") you must legally provide me with the following evidence to support any claimed rights:

1. The details of the court issuing the liability order which creates your right and my alleged obligation, and
2. The case number, and
3. The details of the issuing judge, and
4. The details of the court issuing the warrant of control, and
5. The case number, and
6. The details of the issuing judge, and
7. Your authority of enforcement, and
8. Details of any attending agents so they can be verified before they attend

C. Until you have provided this evidence you have no lawful authority, and hence must cease your claimed beliefs, and desist any further actions until you have done so

D. Should you fail to provide the required evidence within 7 days you are hereby notified that any further actions amounts to:

1. Harassment under section 1.(1)(b) of the protection from Harassment Act 1997 ("PFH1997"), being in breach of section 1.(1A)(c)(i)and(ii), and should you not cease and desist your conduct will be causing fear, alarm and distress which can result in a sentence of up to 10 year imprisonment if convicted under section 4, or up to 6 months under section 2, and or a fine, and
2. Harassment of debtors under section 40(1) of the Administration of Justice Act 1970, and
3. Fraud under section 7 of the Fraud Act 2006

In addition should you not cease and desist until you have proven your lawful right and my obligation then you will be breaching my peace and thereby committing a trespass against myself, and will be charged £500 per hour or part hour payable within 7 days for each incidence relating to this matter for the trespass, including further correspondence which is a trespass upon my time if it either makes claims that you have no lawful right to make, or you create further dispute where none exists.

## **Enforcement Agents (Bailiffs)**

Bailiffs are now called Enforcement Officers or Enforcement Agents. There is a separate category called Debt Collection Agents (DCA)- these are the ones that the council employ. They are limited companies with no authority over us.

There are different kinds of enforcement agents, namely:

- Certificated Enforcement Agents
- High Court Enforcement Officers
- County Court Bailiffs
- Civilian Enforcement Officers
- Debt Collection Agents (DCA)

An Enforcement Agent can be certificated by the County Court and are called Certificated Enforcement Agents and formerly know as Certified Bailiffs. They can be self-employed or work for private companies but must have an individual certificate, which means they are Certified by the court. They are used to take control of goods and act on a warrant or liability order issued by a Magistrates Court for debts such as council tax and parking fines.

It is important to distinguish between a certificated enforcement agent and a private debt collector. The enforcement agent will be authorised by the court, whereas a private debt collector is an employee of a private company and does not have the same legal power as a certificated enforcement officer eg they are not allowed to take control of goods.

You can search this website to check their details: <https://certificatedbailiffs.justice.gov.uk>

County Court Bailiffs are used to enforce County Court Orders made at tribunals that have been transferred to the County Court for enforcement. They are Crown employees and do not need to be certificated.

If a judgement obtained in the County Court is over £5000 and the claimant wishes to enforce this by way of execution against the debtor's goods, then it must be transferred to the High Court for enforcement.

Cases involving high value claims are dealt with by the High Court and a High Court Enforcement Officer has specific authorisation from the Ministry of Justice to enforce judgments known as High Court Writs.

Civilian Enforcement Officers are employed by the Magistrates Court executing a range of warrants including warrants of arrest, commitment for non-payment of fines, and other sums ordered by a court. They have no real power.

Debt Collectors are not Bailiffs. Debt collectors are fake bailiffs working for the council to recover council tax. They are sub-contracted companies acting without a valid Warrant or Court Order. A debt collector is an employee of a private company and is not allowed to take control of goods.

### **The Four Letter Process from Beat the Bailiffs**

By law they can't pass council tax on to unauthorised debt collectors.

<https://sites.google.com/view/council-for-council-tax/>

If you are Vulnerable, you simply do not have to deal with Bailiffs, Enforcement Agents or Debt Collectors. It is against their regulations to "Levy Distress" of take goods from a Vulnerable person. Notify the bailiff and council in writing that you are a Vulnerable Person using this letter: <https://sites.google.com/view/vulnerable-letter/home>

If he attempts to "levy distress" we can report him for misconduct with an EAC2 complaint. <https://sites.google.com/view/eac2-bailiff-complaint/home>

The law says you must be given at least seven days notice before a bailiff calls to your home.

This gives you time to send them a removal of implied rights of access notices, and a vulnerable person notice.

Notify the bailiff and council in writing that you are a Vulnerable Person.

<https://sites.google.com/view/vulnerable-letter/home>  
<https://sites.google.com/view/4letter-first-letter/home>

If the bailiff fails to provide proof of posting the notice, the enforcement fails and you can recover all their fees and charges.

If you have moved and the correspondence relating to your fine has been sent to your old address, then enforcement fails. If you were fined without knowing and the bailiff has traced you and turned up unexpectedly at your new address, the law says the enforcement is invalid. You can make a simple statutory declaration to quash the conviction, cancel the fine and stop the bailiffs. If the bailiffs do not know your new address, you must not give it to them.

Bailiffs use police-like terminology like "arrest" and "arrest warrant", there is no legislation enabling bailiff companies to "arrest" anyone, restrain and transport prisoners or bring suspects to court. Bailiffs use the word "arrest warrant" on documents for tracing missing defaulters by pushing documents through letter-boxes to see if anyone makes contact and gives the missing debtors new address. An arrest warrant issued under section 8 of the Police and Criminal Evidence Act 1984 can only be executed by a constable who must be on duty and wearing the correct uniform, or show a warrant card.

### **Before the Visit**

Move your car off the road, your driveway, or away from your usual place of business.

Park it in a public car park or supermarket car park which are deemed to be private property.

### **The Visit**

If the only person present is a child or is a vulnerable person, the bailiff cannot take control of goods.

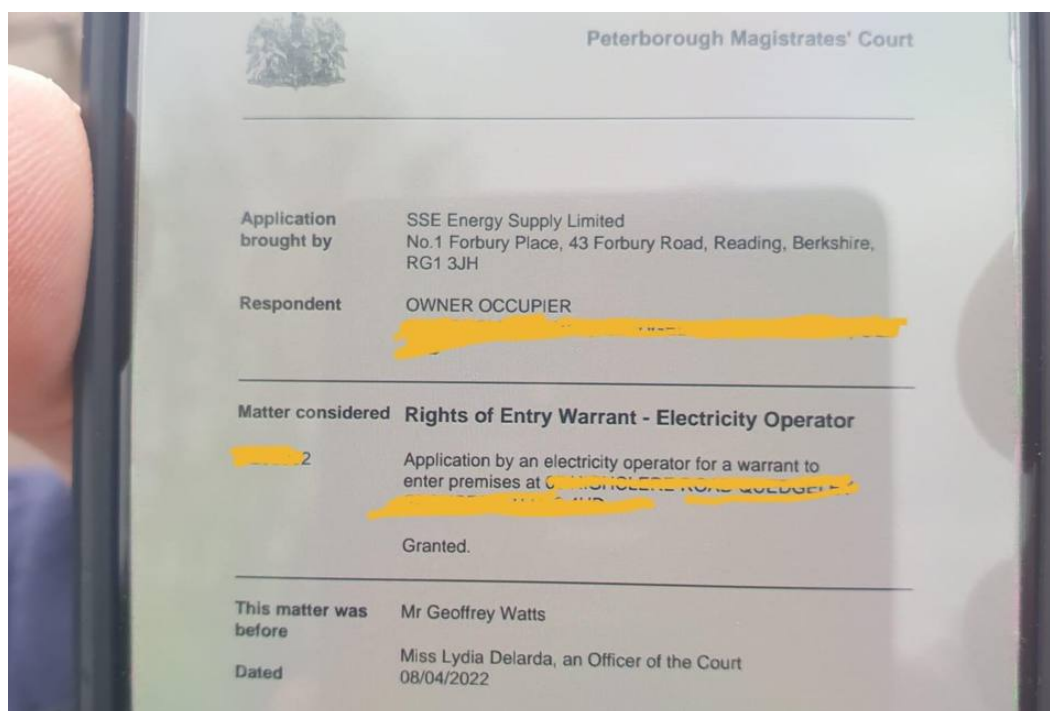
The law says a bailiff must show evidence of his ID to the debtor or any person who appears to be in charge of the premises being attended. If the bailiff refuses to show it, then he is not "acting lawfully". The bailiff can be thrown off from the premises or property without the debtor or person committing an offence of "obstructing an enforcement agent".

The law says a bailiff must show evidence of his authority to enter the premises to the debtor or any person who appears to be in charge of the premises being attended. The authority to enter is conferred under the warrant of control. If the bailiff refuses to show the warrant, then he is not "acting lawfully". The bailiff can be thrown off from the premises or property without the debtor or person committing an offence of "obstructing an enforcement agent".

A big clue that you have a fraudulent warrant is the inclusion of fees, indicating that the DCA has printed their own warrant, which is not allowed. Bailiffs cannot type up their own warrants. The bailiff is acting as executive, voluntarily taking on a problem. There is a law court decision that says: The court cannot instruct bailiffs to collect fees because the court cannot put debtors into a Default Contract.

The law courts say the bailiff cannot charge money for work not done. Basically they cannot charge fees. The bailiff must have the certificate under the original court warrant. If the bailiff does not have the original court warrant in an intelligible form, then the police must arrest him, under section 125 of the County Court Act, section 78 of the Road Traffic Act, and section 2 of the Fraud Act.

The law requires any person instructed to take control of goods to have an enforcement certificate. You can report the person to the police for committing an offence under section 63(6) of the



Tribunals Courts and Enforcement Act 2007. Any enforcement work carried out, including taking money, by a person without a certificate is invalid.

Ask if they have public liability insurance and show you the certificate. This policy pays out awards for personal injury or property damage sustained by the certificate holder in the course of their business.

To protect your car put it in the name of another individual or in the name of a limited company for which you are a director.

If the car is clamped on private land where you don't normally live, such as a car park or a neighbour's allocated parking space, then you can sue for damages and for the recovery of the vehicle.

Call TRACE on 0845 206 8602 and report the car stolen to the police. It doesn't matter if the police tell you its a civil matter, you must report it to log the call onto the CAD (Computer Aided Dispatch). Inform the DVLA the car has been "taken without permission". That protects you from any traffic offence liabilities. If your car is on hire purchase, leased or has a logbook loan secured on it, you must inform the lender or leasing company.

Bailiffs are expected to check the car belongs to the debtor and they can take it from the debtors home, place of business, or a public highway. Not a private car park. If your car is registered with the DVLA in the name of your Limited Company or Private Trust then it belongs to a third party.

If it is taken by the bailiff, the debtor or the third party can complain to the bailiff's company and ask for the belongings to be returned. There is a clear complaint process to follow, which is available online here: <http://www.justice.gov.uk/courts/procedure-rules/civil/rules/part-85-claims-on-controlled-goods-and-executed-goods>

Should the bailiff not behave within the guidelines you may make a complaint to the company they are working for and then make an EAC2 complaint and a claim on their £10k bond which is lodged with the court: <https://sites.google.com/view/eac2-bailiff-complaint/home>

## High Court Writs

This is for amounts over £5,000.00 so check the amount to decide if the writ is authentic. Check the Enforcement Officers name against the writ as he must be named in person to be able to execute it.

If you are vulnerable, email a vulnerable notification to both the court and the enforcement company's head office. <https://sites.google.com/view/vulnerable-letter/home>

## Signatures

A warrant without a signature is illegal. It was confirmed at the King's Bench on 16 December 2022, that all warrants must have a wet ink signature and the full name of the issuing judge, not a Magistrate, taking liability for the warrant. Any warrant should have the court stamp embossed (raised in the paper) along with the court details, address, phone number etc to confirm the warrant as being authentic. Anything on a digital device is fraudulent. The case number is KB2022004907 executed in chambers.

This happened following an arrest by armed police assisting bailiffs in Chester without a signed warrant. It involved two judges and mortgage fraud. The two people arrested were not given access to legal representatives so a solicitor went to the Kings Bench, in London paying a considerable amount for an immediate hearing where the imprisonment was challenged.

The Judge was less than helpful, but when presented with all the information, and the fact nobody was taking responsibility for the unsigned warrant, putting the Judge in the position of being responsible from that point on, it was granted for immediate release as the warrant failed to be legally applied without a signature.

It was done in a hurry, successfully, as both were released, but it was done in the judge's chambers and not in a public court, however, it does set a precedent because the unsigned warrant was not legal, so use the information. The same ruling should also apply to summonses issued by a court.

## Wheel Clamps

This applies to bailiff wheel clamps for unpaid parking tickets, council tax, and High Court writs, not un-taxed vehicles clamped by DVLA. You can legally remove a wheel clamp if there is an invalid levy over the car. If you have not signed a parking possession agreement and the DCA leaves the premises it becomes an abandoned levy and you can legally cut off the wheel clamp and move the car. If the clamping of your car is unlawful then you have lawful excuse to cut off the wheel clamp.

You can text the agent on the number they leave with you and tell them to remove it within a specified time limit or you will cut it off. Ask three times and then it's your clamp because it was unlawfully attached to your car and you have confiscated it.

It is unlawful if there is no contract with the agent's company. The company would need to provide proof of claim for the original debt in order to make a claim against you for removing their clamp.

## Complain to the Council

Write to the Section 151 Officer pointing out the failings of the Council and its sub-contractors. They can't simply instruct Debt Collectors - they are not bailiffs.

## POLICE

If a bailiff says he called the police, then you can get the conversation details from the police CAD (Computer Aided Dispatch) by calling them on 101. That will confirm if the bailiff called the police, and what the bailiff said to them. You are entitled to this information section 45 of the Data Protection Act 2018. It is a bailiff's tactic to scare you into thinking the police will be coming.

If a bailiff calls the Police, remember that it is a Civil matter and the Police are only there to ensure there is no 'breach of the peace'.

Remain polite and calm at all times - do not allow yourself to be intimidated into anger.

Remember that the Police have no jurisdiction over you - do not contract with them by answering their questions. You do not have to give your details, so keep refusing. If they persist and if they ask three times then it is legal entrapment which carries up to 14 years in prison under the Criminal Justice and Courts Act 2015.

There is no law saying that you cannot film the Police, do not be intimidated into stopping.

Ask the Police to state their full name, shoulder number, and station base for the record.

Ask them to confirm that they are standing under their sworn Oath of Office.

The constables Oath means that they are there to help you and to uphold the law, which means no harm to property or person and to keep the peace.

Ask them to show their warrant card - up to three times. If they don't show it they are now in breach of the Police Act 1996, Section 90 which carries a penalty of up to 6 months in jail for impersonating a police officer.

By law, the police have to examine the bailiff's paperwork. If the bailiffs do not have the documents, the police are required by law to arrest the bailiff. If the police officer refuses to arrest the bailiff, threaten the police with serious formal allegations under the police disciplinary codes, for perverting the course of justice and serious negligence of duty.

If the police officer gets found guilty under the police disciplinary code, the very least that can happen is that they will lose their job. No job, no career, no pension. If there is a serious failure, or failure to arrest the bailiff, the police officer can go to jail.

The police officer is obliged to take a report of a crime and then walk off. On returning to the police station, by law, they have to log the reported crime. And it must go through to investigation. If the police officer fails to take a report of a crime, it is a serious negligence of duty under the police disciplinary code, and he can lose his job. Take the police officer's collar number and report the police officer.

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

Malfeasance of public office: any officer that assists a civil matter in debt recovery is aiding and abetting a criminal act and is going against their oath.

Sending a council tax bill is the start of a commercial lien. The council will then sell the commercial lien to a company to recover the 'debt'.

Once the council sell the 'debt' on to a debt collection agency there is no longer any debt. The debt has been cleared with the council. You don't have a 'debt' with the debt collectors because there is no contract with them. All they can do is bully and intimidate people into paying. Personally I would do the three notice process. Go here for more information: <https://awakenedgb.wordpress.com/2022/02/27/debt-collection-agencies-the-three-notice-process/>

If they came onto my property I wouldn't give them any details as this creates joinder. I would have a Trespass Notice near the door and do the Bailiffs Role Play with them as per the CL training. Trespass Notice here: <https://awakenedgb.wordpress.com/2022/01/18/trespass-notice/>



According to the Magistrates' Courts (Amendment) Rules 2019 (SI/2019/1367) Rule 7, the requirement for a signature on a warrant is removed if there is a record of issue. There is also an amendment to the rules on the service of summonses to permit modern methods of communication such as email or cloud access. Complainants will no longer need to affix the name of the issuing officer on the summons.

Warrants are court orders requiring a third party to compel a person to go either to court or to prison. Rule 5 dispenses with the requirement that warrants are signed, subject to any statutory requirement for a signature. But there must be a record of the person issuing the warrant.

So the warrant can be emailed to you or a PDF shown to you on a tablet, but it should have your name on it and not 'owner occupier' as in the example above. There should also be a reason for the warrant.

A warrant does not need a wet-ink signature but if it doesn't have a signature the enforcement agent must have a signed certificate. Ask to see when they arrive as it must have a wet-ink signature by a judge. If the certificate is without a wet-ink signature then you can ask them to leave your premises and threaten to call the police. The bailiff must be civil and leave quickly.

You should phone the court using the number listed on the internet, not on the information provided by the debt collector, to verify that it is a real warrant.

Ask them three times to leave the property or it is unsolicited trespass with a fine. Move your car away from the property in advance of the visit: I have an angle grinder at the ready. More information here: <https://awakenedgb.wordpress.com/2022/01/18/how-to-deal-with-bailiffs/> I would make a claim against the council for breaching GDPR by selling my details to a third party. I would also ask them for the deed of assignment. This is the legal document that shows your signature and that you agree to this 'debt' being managed by the debt collection company.

## **DCA/BAILIFF ROLE PLAY**

Check that all the doors and windows are closed.

If you don't have a lockable gate and they are on your doorstep go to a window where you can speak to them - don't open the door.

- Do NOT confirm your name, identity or DOB.
- Do not take hold of any documents offered to you.
- Do NOT sign any document offered to you.
- Do NOT admit to responsibility for the alleged debt.

Ask the caller to complete and sign for your records a template letter confirming their attendance on your property. When completed they should post it through your letter box.

Ask the caller to formally identify themselves showing you both their company ID and their Drivers License.

If they cannot provide this tell them you are unable to proceed.

Ask them to leave three times and if they don't tell them they are committing unsolicited trespass.

If they do show you ID it take a photo of each card and continue to film the interaction.

Tell them you are filming the interaction as evidence for a claim for damages should they breach your trespass notice and/or removal of implied rights of access notice. Show them these notices (which should be clearly displayed in your window or on your locked gate).

Check the Bailiffs Register <https://certificatedbailiffs.justice.gov.uk/newsearchPublic.do?search=>

Further questions to ask:

- What is their bailiff's certificate number?
- Which County court certificated them?
- What is their business name and address?
- Ask if they have public liability insurance and to show you the certificate.
- Ask them to hold up their warrant and take a photograph of it. (Don't take hold of it if he offers it to you!) Check for a court stamp and/or the signature or name of an agent of the court. Court warrants do not show Bailiff fees – these are usually placed on a re-printed version of the warrant which is not lawful.
- Ask for a full breakdown of their fees.
- Ask if they have a Walking Possession Order; if so, ask them to hold it for you while you take a photograph. (Don't take hold of it if he offers it to you!)
- If their warrant did not have either a court stamp or the signature of a court official or both then tell them politely and kindly that it is invalid and why.
- Take a photograph of the bailiff with your front door in the background.
- Ask if they saw the notice at the front gate - the Notice of Removal of Implied Right of Access.
- Tell them politely and kindly that they have committed the statutory offence of trespass, because they have failed to comply with your notice and you will be pursuing damages in court.
- As they depart go with them and take photographs of them leaving your property (ideally with the notice in the background).

You now have evidence to pursue them for compensation in the County Court - follow this link for more information: <https://www.find-court-tribunal.service.gov.uk/courts/county-court-money-claims-centre-ccmcc>

### **Case Law for Trespassers**

Send a removal of implied rights of access in advance of the visit and put up a trespass notice in your window or on your locked front gate.

Print out the following case law and give a copy to anyone on your property informing them that you know your rights.

A householder can remove the 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.

Placing such a notice is akin to a closed door but it also prevents a bailiff from entering the garden or driveway: Knox v Anderton [1983] Crim LR 115 or R. v Leroy Roberts [2003] EWCA Crim 2753.

Permission for a bailiff to enter may be refused provided the words used are not capable of being mistaken for swear words, Bailey v Wilson [1968] Crim LR 618. If the entry is peaceful but without permission then a request to leave should always be made first.

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.

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.

If you don't remove implied rights of access, a door left open is an implied license for a bailiff to enter, Faulkner v Willetts [1982] Crim LR 453.

Likewise a person standing back to allow the bailiff to walk through but the bailiff must not abuse this license by entering by improper means or by unusual routes, Ancaster v Milling [1823] 2 D&R 714 or Rogers v Spence [1846] M&W 571.

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.

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 78.

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

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.

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*.

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 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 (i.e. workmen inside a house), access by this means renders the entry unlawful *Nash V Lucas* [1867] 2 QB 590.

A person (from 2014 onwards - without a warrant of control) 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.

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*.

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.

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

If a police officer arrests a debtor after throwing a bailiff off the premises who had refused a request to leave, the officer is guilty of false arrest because no offence was committed and the bailiff was there illegally: *Green v Bartram* [1830] 4 C&P 308.

A police officer must arrest a bailiff for breach of the peace if he places the debtor in fear of violence or harm if that offence is made in the presence of that officer, *R v Howell (Errol)* [1982] 1 QB 427.

A person performing certificated work without a certificate commits an offence. Section 63(6) of the Tribunals Courts and Enforcement Act 2007.

A person not a certificated bailiff conducting levy is trespass: *Hawes v Watson* [1892] 94 LT 191 ; [1890] 29 LJ 556; contrast *Varden v Shread* [1890] 36 EG 449 or 25 LJ 363, *Harker v Browne* [1890] 36 EG 59, [1892] 40 EG 402, *Thomas v Millington* [1894] 2 PMR 472, *Bray v Naldred* [1894] 2 PMR 227 and *Rodgers v Webb* [1912] 20 PMR 186, *Bray v Naldred* [1894] 2 PMR 227.

## BRISTOW & SUTOR CASE LAW

A recent court win in a council tax case points the way. The case was decided on 21<sup>st</sup> September 2023 in the High Court, KBD Swansea in favour of a Mr Leighton. He was awarded £4,000 against debt collectors Bristow and Sutor, acting in alliance with City of York Council. The essence is that they were attempting an unlawful Council Tax debt collection process that failed to evidence the liability order, for which Mr Leighton was entitled to damages. Money talks, and when this scam is unprofitable for its agents, it naturally ends.

What is critical is less the precedent set, but rather the judge's comments as reported by campaigner Mr Patterson on social media: "**His Lordship Harrison condemned the process of how Council Tax liability orders are obtained** and held it is time for reform, concurring with my submission that the process raises issues under Article 6 ECHR. He also questioned their validity, **holding that they don't actually constitute a court order at all**". The higher courts are noticing that these rubber stamp courts are problematic, and will no doubt sense the threat to their own legitimacy if they give it a pass.

All you need to do with these debt collectors is send them a copy of the Leighton vs Bristow and Sutor ruling in the High Court. This ruling simply means that the bailiffs/DCA has to show a physical copy of the Liability Order. As there is no physical copy of the Liability Order, the alleged debt can't be enforced. Tell them that if they don't stop communicating with you and drop this claim (without proof), you will take them to court and win just like Wayne Leighton did.

Ref. J90SA002  
IN THE HIGH COURT OF JUSTICE  
KING'S BENCH DIVISION  
SWANSEA DISTRICT REGISTRY  
2 Park Street  
Cardiff  
Before HIS HONOUR JUDGE HARRISON (Sitting as a Judge of the High Court)  
IN THE MATTER OF  
WAYNE LEIGHTON (Claimant)  
-v-  
BRISTOW AND SUTOR (Defendant)  
THE CLAIMANT appeared in person  
MR C FENDER appeared on behalf of the Defendant  
JUDGMENT  
20th SEPTEMBER 2023  
(AS APPROVED)

JUDGE HARRISON:

1. This case concerns claims made by Mr Wayne Leighton regarding the activity of the defendants, who are an enforcement agency based in Worcestershire, but who carry out enforcement work for local authorities on a national basis. The agency were instructed by City of York Council to pursue council tax liabilities said to be owed by Mr Leighton in relation to 2 Oldman Court in York. This property was owned by the claimant but not occupied by him; rather, it was let under a tenancy agreement and/or was unoccupied.

2. The agency contends that they were instructed to enforce four liability orders obtained by the council over the period 2015 and 2021, and acted accordingly. The claimant argues that in fact, in seeking to enforce the same, the defendant acted unlawfully in a number of ways, or a number of different alternative ways, for which liability in damages attaches. These can be summarised as follows:

- (a) Breach of paragraph 66 of the Tribunals and Courts Enforcement Act 2007, the TCEA
- (b) Harassment, contrary to section 3 of the Protection from Harassment Act 1997
- (c) Breach of the Statute of Marlborough 1267, and
- (d) Breach of a commercial lien.

Mr Leighton has represented himself in these proceedings. It is clear that these are matters about which he feels strongly, and in respect of which he has invested much time and research. It is

equally clear that much of his concern is directed towards the City of York Council, who are not party to these proceedings.

#### Background

3. In order to understand these proceedings, it is perhaps necessary to consider briefly the background. Mr Leighton was aggrieved at how the City of York Council dealt with his council tax liability. Specifically, he considered that he should have had some discount from his liabilities over the relevant years for periods when Oldman Court was unoccupied. It appears that the City of York Council had, in the exercise of its discretion, made a decision not to apply discounts to vacant properties. Mr Leighton wanted to challenge this, and sought disclosure of documentation relevant to the decision-making process. He felt, indeed he feels, that he did not get a satisfactory response, and informed the council of his intention to challenge their decision. He also felt that in relation to at least some of the periods of council tax claimed, the liability was that of his tenant, rather than his own.

4. Notwithstanding this, the council proceeded to enforce what they saw as a legitimate obligation on the claimant, and one which they felt they were obliged to pursue. The procedure for enforcement involved issuing a summons to appear before the Magistrates' Court. It is worth noting in passing that this area of enforcement is one of those areas that remains within the remit of the Magistrates' Court, albeit perhaps, for reasons that may become apparent within this judgment, it is one which is ripe for reform.

5. Mr Leighton only answered one of the summonses. That was the first, and it was the summons sent to his address at number 175 Kingsway West in York.

6. Thereafter and in relation to subsequent years, summons were sent to 2 Oldman Court. During this period, the claimant was out of the country, travelling, and he says he was unaware of the same. Oldman Court was let under a tenancy agreement for at least part of the relevant periods. The liability order purported to be enforced by the defendants arose from these summons.

7. During the course of this case, I received evidence from Mr Paul Sanderson, the revenues and benefits manager at the City of York Council. He explained the process by which liability orders were obtained by the City of York. Specifically, he explained how liability orders were granted by the Magistrates. In many ways, the term "order" is a misnomer, if used in the same way as might be understood in the civil courts of Wales and England. No physical individual order as such is ever actually produced by the court. Rather, the presenting officer on behalf of the council attends, with a list of those summons to appear. Having heard anyone who does attend the court, and subject to any amendment, the list is simply signed by a magistrate, and the liability order is deemed to be made.

8. Mr Leighton makes a number of points about this process, and challenges its legitimacy. He points to the apparent tension between what ordinarily is thought of as a valid order of the court, and that which this process produces. By way of example, he contends that this is not a proper record of the proceedings. It does not identify clearly the maker of the order, and it is neither stamped, nor sealed. Further, insofar as it purports to be the basis for an award of costs, then it does not comply with the obligation to make clear whether or in what sum such costs are rewarded. Of equal importance in these proceedings, Mr Leighton makes the point that, in the absence of any paper record, then the court should not be satisfied that any such liability order was ever made against him.

9. There is, of course, an important practical point to Mr Leighton's complaints about the order. This particular method by which liability orders are produced means that there is no record retained by the court regarding making the same. How then, Mr Leighton asks, is he, as a subject of such an order, able to apply to set such an order aside and/or appeal the same? He says that is precisely what he wanted to do in this case, but when he tried to do so, his attempts revealed the flaw in the process, and potentially Article 6 of the European Convention on Human Rights is engaged.

10. Before moving on from the process before the Magistrates' Court, Mr Leighton also invites me to reflect upon the issue of service. The documents in this case reveal that, save for the first summons, all of the other summons were served on 2 Oldman Court. Mr Leighton points to the fact that at this time he had told the council that he was not resident at that address. In fact, that was

the whole point of his argument. Nevertheless, he argues they presumably went to the court and pursued it in his absence, when service of the summons could not be established.

11. In completing my brief synopsis of the background to this claim, it is necessary to note the following: in passing the claim to the enforcement agents, the council simply send a list of persons against whom liability orders have been obtained. The defendants, on the evidence, taken them at their word and proceed accordingly. In their defence, drafted on 15 June of 2022, they plead that they have a general authority to proceed with enforcement from the council. This document is signed by Mr Sanderson, as the corporate income manager of City of York Council, it is dated 18 April 2014, and appears at page 65 of the trial bundle. It reads as follows:

“In accordance with the Tribunals, Courts and Enforcement Act 2007, we authorise enforcement agents employed by Bristow and Sutor to enter premises and take control of goods, in connection with debts owed to the City of York Council.”

As the case has progressed before me, Mr Fender, counsel for the defendant, recognised that this document could not be read as providing authority to the defendant to do what the letter says. Rather, it can only amount to a written confirmation of instructions to the defendants to act on behalf of the council.

The relevant law and analysis

Tribunals and Courts Enforcement Act 2007

12. The nature of the work upon which the defendants were engaged is strictly regulated. In this case, it is Schedule 12 of the Tribunal and Courts Enforcement Act 2007 that is most relevant to my considerations. Paragraph 66 of Schedule 12 provides:

“Remedies available to the debtor

(1) This paragraph applies when an enforcement agent -

(a) breaches a provision of the Schedule, or

(b) acts under an enforcement power under a writ, warrant, liability order or other instrument that is defective.

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

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

(5) In the proceedings the court may -

(a) order the goods to be returned to the debtor,

(b) order the enforcement agent or any related party to pay damages in respect of loss suffered by the debtor as a result of the breach, or of anything done under the defective instrument.”

Sub-paragraph (6), sub-paragraph (7), I move onto sub-paragraph (8):

“(8) Sub-paragraph (5)(b) does not apply where the enforcement agent acted in the reasonable belief -

(a) that he was not breaching a provision of the Schedule, or

(b) (as the case may be) that the instrument was not defective”

13. Mr Leighton advances his case under paragraph 66 in two ways: firstly, he argues that the defendants have proceeded under a defective instrument, in that no liability orders were in fact made in his case, and/or if they were made, then they should not have been made, for the reasons that I have attempted to outline above, by way of background.

14. The first point that I have to consider is whether I am satisfied that liability orders were actually made by the magistrates. The practice of obtaining a liability order as set out above is potentially problematic for a local authority, or, indeed, any enforcement agent trying to prove that it was made. Here the documents provided to the court appeared at trial bundle 247 to 255, repeated as better copies at trial bundle 273 to 279, comprise effectively extracts from court lists, showing that on the material day the claimant was on the court list, and pairing that with a signature applied at the end of the list by a magistrate or district judge.

15. The documents, as I say, do reveal a series of problems with the process. By way of an example, the name of the individual making the order is not readily discernible. Secondly, what the

magistrate or judges certify is the number of liability orders made that day. For example, by way of what appears at trial bundle page 277, the magistrates certify that on 21 June 2017, 1,474 liability orders were made.

16. The defendants argue that, when that document is read in conjunction with the extract of the court list, at trial bundle page 276, then that is enough to establish that Mr Leighton was one of the 1,474. However, the way in which the orders are made certainly makes it difficult for an absent debtor either to challenge the same by applying to set aside, or even appeal the same. In fact, that which appears at trial bundle page 277 goes further than the documents provided in relation to different dates, in that the document at page 277 records an amount of costs to be applied. The other similar documents do not make such a recording. This discrepancy is surprising, to say the least.

17. However, putting my misgivings about the process aside, it seems to me that it is necessary to remind myself that City of York Council are not the defendants in this case. If I ask myself, on the balance of probabilities, whether the Magistrates' Court on the dates shown made liability orders against those persons on the court list, then the contemporaneous documentation suggests that this was the case. Insofar as Mr Leighton gave evidence that his recollection was that no order was made on the one occasion that he attended the Magistrates' Court, then in that regard he must be mistaken; I prefer the evidence set out in the documents.

18. Whether Article 6 of the Convention on Human Rights is engaged, or whether or not the form of the order is capable of challenge is not, in my judgment, central to the resolution that I must resolve in this case. What is relevant is that I am satisfied, on the balance of probabilities, that the Magistrates' Court indicated they were granting liability orders against those shown in the list on the days in question. Furthermore, the council noted the making of the same, and the council then passed on that information to the defendants for enforcement.

19. Putting oneself in the defendants' position, they were being told by a public body that, for enforcement purposes, liability orders had been obtained against individuals on a list. For the purposes of paragraph 66(8)(b), that would amount for grounds for a reasonable belief on the part of the enforcement agent that there was in existence a non-defective instrument. It was not, in my judgment, necessary, in order for the enforcement agent to have a reasonable belief, for him to go further and enquire how the order was obtained, or the process involved.

20. Whilst I am persuaded that paragraph 66(8)(b) is an answer to an argument regarding any defect in the instrument itself, I would reiterate my concerns that the process does, in my judgment, cause the problems that I set out in the following paragraphs.

21. The second point made by the claimant regarding the defendants' failings relates to the argument that in any event there has been a breach of the Schedule. Specifically, he alleges that paragraph 26 is engaged. That paragraph provides as follows:

“(1) The enforcement agent must on request show the debtor and any person who appears to him to be in charge of the premises evidence of -  
(a) his identity, and  
(b) his authority to enter the premises.  
(2) The request can be made before the enforcement officer enters the premises, or while he is there.”

The claimant says that in the context of this case, he has requested provision of the defendants' authority and it was not provided. Specifically, he points to the refusal of the defendants to provide a copy of the liability order on request, or otherwise to identify under what authority they were intending to enter his premises. For example, reference can be made to trial bundle page 96.

22. The defendant argues that these provisions should be read as being restricted to the time of the actual visit itself. In other words, paragraph 26 is restricted to requests made as the enforcement agent enters the premises, or whilst there. Here they say Mr Leighton was never present when agents visited, and so no request relevant to this paragraph could be made. Whilst tenants were there on occasions, and whilst agents did visit Mr Leighton's parents at 28 Elvington Park, neither of those, it is submitted, requested sight of authority to enter.



23. In his skeleton argument, Mr Fender, for the defendant, argues that the authority for an enforcement agent to act comes from the enforcement provisions as set out in paragraph 7 of Schedule 12. Paragraph 7 provides:

- “(1) An enforcement agent may not take control of goods unless the debtor has been given notice.
- (2) Regulations must state -
  - (a) the minimum period of notice,
  - (b) the form of the notice,
  - (c) how it must be given,
  - (d) who must give it.
- (3) The enforcement agent must keep a record of the time when the notice has been given.
- (4) If regulations authorise it, the court may order in prescribed circumstances that the notice given may be less than the minimum period.
- (5) The order may be subject to conditions.”

24. Not unreasonably, Mr Leighton points to that section of the amended defence to which I have already referred above. Paragraph 11 of the amended defence, trial bundle page 45, specifically reads as follows: “With regards to paragraph 4 and 5 of the particulars, the authority of an enforcement officer to enter a premises is given by the council. A copy of one of the letters of authority is attached hereto, marked BS2. Pursuant to paragraph 26(1)(b) of Schedule 12 of the Tribunal, Courts and Enforcements Act 2007, a copy of the relevant authority is carried by the enforcement agent, so that it can be provided if it is asked for by any party upon the agent attending the premises.”

25. Now, as set out above, Mr Fender, for the defendants, recognises the problem with this document. The suggestion that the council, as effectively clients, can authorise employees of the defendant to enter premises and take control of goods is problematic, to say the least. Mr Fender characterises the document as an unfortunate piece of drafting, and concedes it could not form the basis for authority for the defendant to enter premises. Hence his argument that the authority for the defendants comes from paragraph 7.

26. There are, in my view, a number of problems with this assertion. Firstly, paragraph 7 is not drafted in a way to confer authority. Rather, it restricts what an agent can do. Secondly, it is in contradiction with the specifically pleaded paragraph that I have set out above. Whilst I do not regard this as fatal to Mr Fender’s argument, the point can properly be made that the pleading must have been made on clear instructions from the defendants as to how they regarded this document. Thirdly, paragraph 18(xi) of the amended defence, bundle 49, is even more specific. It reads:

“On 14 June 2016, the defendant emailed the claimant in response to an email received on 13 June 2016. The defendant explained that there was no requirement for their office of the enforcement agent to hold a copy of the liability order, as the defendant is acting as agent for the council, and as referenced in paragraph 7 above. The defendant hold that there is a different between the liability order obtained by the council and letter of authority the defendant holds to enter the premises to take control of goods, which is what is required by paragraph 26(1)(b) of Schedule 12 of the Tribunal, Courts and Enforcement Act 2007. While the defendant may not hold copy of the liability orders, they still held the relevant authority from the council to enforce their orders.”

Lastly, and perhaps most obviously, Sarah Brown for the defendant gave evidence to the court to the effect that the defendants regarded the council’s document as being the relevant authority, and furthermore, as the pleadings say, the document was carried by the agents when attending to enforce council tax liabilities, and was presumably produced by agents for that purpose. It follows that the defendants did not themselves regard paragraph 7 as providing authority to them to act, and even if it was, it rather begs the question of what they would show to a householder if they were asked to produce it.

27. In any event, Mr Fender argues that there is no breach of Schedule 12 paragraph 26, because no request was made contemporaneously to the attendance of the agent at the relevant premises. He submits that this paragraph should be construed as being restricted to the occasion when the

agent is physically at the premises. Whilst I can see why this would be the usual situation, I cannot read the paragraph as being so restrictive. If a householder knows that an agent will visit, why should he not seek sight of any authority in advance? There is no doubt that Mr Leighton made it clear that he wanted to see the defendants' authority to enter his premises, and whilst he may himself have focused on having sight of liability orders, it is not, in my judgment, sufficient simply to signpost him to the local authority. In this case, and for the reasons explained above, we have no physical, individual order that can be shown by the defendants to the claimant. He is simply told to contact the local authority. In my judgment, a householder is entitled to ask the defendants on what authority they are purporting to enter his property, and the fact that they cannot do so, and refer him back, effectively to their client, is almost bound to cause him to be dissatisfied. In my judgment, the defendants are in breach of paragraph 26.

28. It is perhaps illuminating to note that, according to the defendants' own evidence, if a request had been made on the day of a visit, then the likelihood is that the householder would have been shown a document that the defendants now accept did not amount to the relevant authority. Furthermore in this respect, I am unable to conclude that the defendant can escape responsibility by relying upon paragraph 66(8)(b). It is, in my judgment, difficult to conclude that the defendants had a reasonable belief that they were acting in accordance with the Schedule, when the basis for doing so seemed originally to have been a letter from their client, purporting to give authority. The provisions at paragraph 26 require the defendant to be able to put themselves in a position where they can provide on request their authority to act. That, it seems to me, is an important obligation placed upon them, and is something in respect of which they needed to address their minds, and make arrangements accordingly. Otherwise they run the risk of not being able to tell the claimant anything useful, and simply signposting him to a client, which is what they have purported to do here.

#### 29. Protection from Harassment Act 1997

"A person must not pursue a course of conduct -  
(a) which amounts to harassment of another, and  
(b) which he knows or ought to know amounts to harassment of the other."

Section 7 of the Act provides as follows:

"(2) References to harassing a person must include alarming the person or causing the person distress."

"A course of conduct" is defined as follows:

"It must involve -

- (a) in the case of conduct in relation to a single person, conduct on at least two occasions in relation to that person, or
- (b) in the case of conduct in relation to two or more persons, conduct on at least one occasion in relation to each of those persons."

Thus to succeed, a claimant must establish (1) a course of conduct, (2) that course of conduct must amount to harassment, and (3) the defendant must know or ought to have known that the course of conduct amounted to harassment.

30. The assessment of the alleged conduct is by way of an objective test. It is the point of view of the alleged victim of harassment that is relevant to this objective test, and the test can be met by correspondence. See *Ferguson v British Gas Trading Limited* [2009] EWCA 46. In *Dowson & Ors v Chief Constable of Northumbria* [2010] EWHC 2612, Simon J provided some assistance in the consideration of what was required:

- "(a) There must be conduct which occurs on at least two occasions,
- (b) which is targeted at the claimant,
- (c) which is calculated in an objective sense to alarm or distress,
- (d) which is objectively judged to be oppressive and unacceptable,
- (e) what is oppressive and unacceptable may depend on the social or working context in which the conduct occurs, and
- (f) a line has to be drawn between conduct which is unattractive and unreasonable, and conduct which has been described in various ways as torment of the victim, or is of an order which would sustain criminal liability."

31. Section 1(3) of the 1997 Act sets out statutory defences to the Act as follows - I summarise:

“Subsection (1) or (1A) does not apply to a course of conduct if the person who pursued it”  
- the relevant sub-paragraphs being (b) and (c) -

“(b) that it was pursued under any enactment or rule of law, or to comply with any condition or requirement imposed by any person under any enactment, or  
(c) that in the particular circumstances, the pursuit of the course of conduct was reasonable.”

32. The argument advanced by Mr Leighton as regards this element of the claim is reasonably straightforward. He contends that during the period complained of, there were a total of about 35 enforcement actions by the defendants in various forms of contact, including email and correspondence. There were 15 visits to three separate properties, namely Kingsway West, Oldman Court and Elvington Park. Whilst the claimant was not present for any of the visits, his tenants were present at Oldman Court some of the time, and his parents were at Elvington Park for the two visits made in April and June 2021. The defendants do not contend otherwise, and at paragraph 11 of the amended defence, set out the Schedule of the 15 visits.

33. Mr Leighton points to the upset caused by the prospect of visits of this sort. He also points to the type of correspondence received by way of enforcement visit warning, for example, at trial bundle 302, warning the recipient that his goods were banned, that there would be a return visit, and that costs could become substantial. Mr Leighton explained that the visits to the premises occupied by his parents were particularly troublesome for him. He felt that the defendants were using them as a means to get to him.

34. Set against this, the defendants argue that on any proper analysis of the evidence, their activity could not be categorised as actionable harassment. In order to make a proper assessment of the same, they submit that the court must first look at the period over which the activity is alleged. Here the relevant period is between May 2015 and June 2021, a period a little over six years. Mr Fender submitted, and it was not contradicted, that within that period there were periods of no enforcement activity taking place at all. On his calculations, made at paragraph 20 of the skeleton argument, there were a total of about four and a half years out of the six during which no activity took place. If, it is submitted, this is combined with the fact that the defendants were dealing with four separate liability orders, then the amount of contact is consistent with fairly normal enforcement activity.

35. Of course the court cannot ignore the fact that the work undertaken by the defendants by definition involves sending letters and undertaking visits to people who would rather not receive the same. While such contact might still amount to harassment in the right circumstances, it does seem to me that the court has to approach the same with a degree of care when applying the guidance set out in *Dowson*. Can the conduct be said to be objectively oppressive and unacceptable when considered against the working context in which it occurs? Is the conduct over the period alleged such that the court can conclude that the threshold for a finding of harassment is met - ie, the conduct is of an order that would sustain criminal liability if proved to the requisite standard?

36. In my judgment, the conduct does not reach that threshold, especially seen in the context of enforcement activity. In my judgment, the period over which the activity took place and the long periods of no activity lead me to that conclusion.

The statute of Marlborough 1267

37. The claimant raises this ancient provision as potentially giving rise for a cause of action for him against the defendants. Specifically, he contends that the Act prohibits unreasonable distresses wherein it provides:

“None from henceforth shall cause any distress that he hath taken to be driven out of the county where it is was taken, and if one neighbour do so to another, of its own authority and without judgment, he shall make fine, as above is said, as for a thing done against the peace. Nevertheless, if the Lord presume so to do against his tenant, he shall be grievously punished by americiament. Moreover, distresses shall be reasonable and not too great, and he that taketh great and unreasonable distresses shall be grievously amerced for the excess of such distresses.”

Now, apart from the fact that the language is far removed from today, it is of course relevant to try to analyse what the statute was intended to prevent. The practice of exercising distresses over

another person's property or livestock involves taking control or impounding the same. The Statute of Marlborough is intended to limit the practice of distress to that which is reasonable. The Act provides a penalty, by way of amercement, to be applied to any person taking unreasonable distress. What is an amercement? In *Dayani v Bromley LBC* [1999] 3 EGLR 1 44, the court considered a different part of the 1267 statute, and was referred to the meaning of amercement provided in Jowitt's Dictionary of English Law. The definition is set out in that judgment. Whilst the court appears not to have ruled decisively on the issue, the following is relevant to my consideration. Namely, an amercement was a punishment for an offence, and was described as being "more merciful than a fine". They were, it is said, a source of revenue to the Crown.

38. In my view, therefore, the statute was not intended to convey a right of action for damages on an individual. Rather, as submitted by Mr Fender for the defendants, it takes its place as part of the criminal law, whereby an individual could be fined or amerced for a transgression. It is also difficult to see what the provisions of the statute would add to the claimant's case in this particular action.

#### The commercial lien

39. Whilst travelling in Thailand in 2015, Mr Leighton appears to have visited a notary, to draw up a notice. The document is dated and signed by Mr Leighton before the notary on 13 August 2015, and appears at trial bundle 337. It was sent on to the defendants' email address. In that document Mr Leighton states as follows:

"Your unlawful, nonsensical, threatening correspondence has caused me to suffer a tort. Any future unlawful correspondence from your corporation will be the subject of a commercial lien in the sum of £10,000 sterling. All agents, representatives and individuals should be made aware that they are subject under common law for full commercial liability for their actions, and inform any bonding agents or insurers accordingly. Any further contact from you or anyone acting on behalf of your corporation will be confirmation of this contract."

Mr Leighton contends that, rather like a motorist driving into a car park might be deemed to accept the terms and conditions of the same regarding parking his vehicle, so the defendants, in continuing in this case with their conduct of contacting him and visiting his property, should be held liable to accepting a contractual liability of £10,000.

40. Applying first principles of contract, it cannot, in my judgment, be said that the defendants accepted the terms as set out in that document. There was no meeting of the minds of the claimant and the defendants on this issue, and it simply cannot be inferred that the defendants accepted that in attending the property, for example, they accepted a contractual liability to the claimant in the way now alleged. The defendants were not seeking to attend the property pursuant to the alleged contractual term; rather, they attended pursuant to their work as enforcement agents. Whilst, as considered above, their conduct in this regard is rightly regulated, the claimant cannot, in my judgment, unilaterally impose such conditions, as he appears to have tried to do.

#### Conclusion

41. In summary, I am satisfied that the claimant has established a breach of paragraph 26 of the Schedule, in that the defendants failed to provide evidence of their authority. I am not persuaded that the other pleaded causes of action are established. For reasons that I have set out above, there is a danger in conflating Mr Leighton's grievance with the City of York Council with the position of the defendants. Mr Leighton's Article 6 argument is a case in point. Whilst I have made such observations as I am able about the process adopted to obtain liability orders, I remind myself that City of York Council are not party to the proceedings, and therefore have not had the opportunity to argue their position in detail. I have confined myself to the position of the defendants, who, as enforcement agents, are rightly subject to the regulatory framework of the 2007 Act.

42. Having established such a breach, paragraph 66 provides the claimant will remedy in damages. There is no real guidance as to how the same should be assessed. Here there is no obvious, direct pecuniary loss. The claimant has, however, suffered a non-pecuniary loss by way of injury to feelings and/or frustration, consequent upon the protracted period of engagement between the claimant and the defendants on this issue. The claimant invested significant time in this matter, and was plainly frustrated by what he saw as the defendants' failure to appreciate what he was

asking for, together with their persistence in continuing with a process against a background of what I have concluded was a breach of the Schedule on their part.

43. In my judgment, the quantum of any award would not be the same as for an harassment case, albeit, the approach adopted by the courts in such cases is informative. Harassment cases themselves have often turned to discrimination cases for guidance. Specifically, the approach in the *Chief Constable of West Yorkshire Police v Vento (No 2)* [2003] ICR 318. The court is also mindful of the view expressed by Nicol J in *S & D Property Investments Limited v Nisbet* [2009] EWHC 1726 (Ch). Here the point was made that discrimination, by its very nature, involved an element of humiliation for being treated differently, and this is generally absent from most harassment claims.

44. In reaching a conclusion as to this non-pecuniary loss, it is relevant to consider the period over which the conduct complained of persisted, and it is relevant to consider that effectively the conduct is one of a repeated breach, perhaps caused by a lack of understanding of their obligations under the Schedule. Whilst the defendants might have been somewhat dismissive of the claimant's point, I am not satisfied that they behaved in a way that suggested either malice or bad faith on their part. We now know that they felt that the letter from City of York Council was enough to act. As it transpires, it is accepted that the letter cannot amount to the same. I have concluded that, had they stopped to think about it at the time, they should have realised this and perhaps sought to put in place a system that allowed them better to evidence their authority to act. Equally, it seems to me that someone in the claimant's position is entitled to be told on what authority he is threatened with entry to his premises.

45. The protracted period relevant to this case was, as highlighted above, punctuated by periods of inactivity. Nevertheless, in my view the breach must be marked by an award of damages. To mark the breach, the frustration suffered and the repeated failure to comply with the Schedule, I will assess damages as being in the sum of £4,000. This sum is less than I would have awarded if harassment had been established. If established, I would have awarded a sum perhaps nearly double that sum. Aggravated damages arise where the injury to feeling suffered by the claimant is increased by the flagrancy, malevolence, and the nature of any particular unacceptable behaviour on behalf of a defendant. My analysis of the case, set out above, does not allow me to bring this case within the same, and I make no award in respect of aggravated damages.

46. For completeness' sake, I have also considered whether an award of exemplary damages is justified. Such damages arise where the court is able to conclude that the established conduct was malicious, oppressive, arbitrary or unconstitutional, and/or where the conduct is calculated by way of profit. The point of such damages is to punish the defendant. Again, on the basis of the analysis set out above, I am unable to conclude that exemplary damages are applicable to this situation.

47. It follows from my judgment that there will be judgment for the claimant in the sum of £4,000. In ordinary circumstances the issue of interest would arise, which would, in the nature of these damages, be at the rate, I think, of 2 per cent per annum from the date of issue of proceedings.

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This transcript has been approved by the Judge

### **Attachment of Earnings Order**

We should always decline to fill out the form the council send out after the liability order notice asking for your financial circumstances. The Adult Court Bench Book (June 2020) [<https://www.judiciary.uk/wp-content/uploads/2020/06/Adult-Court-Bench-Book-June-2020-1.pdf>] states on page 78 "*These are adversarial proceedings between the council and the debtor, so the council must show a prima facie case before the court conducts a means enquiry.*"

So the onus is on the council to prove that the debt is owed, and then it is up to the court to make enquiries about your income and expenditure etc. So you don't have to complete the form the Council sends you after their fake court case, despite the warning they print on it that not

completing the form is a criminal offence - and so that warning in itself is illegal, quite apart from any other consideration.

However, they may get your employer's details from HMRC and go to them directly. This is, of course, a breach of the Data Protection Act 2018.

An AOE order for council tax is always made by the council; it is nothing to do with a County Court. They do this with the authority of The Council Tax Regulations 1992:

Making of attachment of earnings order:

37.—(1) Where a liability order has been made and the debtor against whom it was made is an individual, the authority which applied for the order may make an order under this regulation to secure the payment of any outstanding sum which is or forms part of the amount in respect of which the liability order was made. <https://www.legislation.gov.uk/ukxi/1992/613/regulation/37/made>

We have already established that there is no Liability Order; only a fraudulent Notice of Liability Order. In addition, the memorandum of entry in the magistrates court (public record of a court issued liability order) is required. Without the memorandum of entry, there has been no correct procedure, and no liability order exists. DSAR the court for a copy of the memorandum of entry. Then ask your employer for a copy of the court issued liability order on which they have based their decision to make deductions from your salary. If there isn't one, which we know their isn't, you can discuss the legality of the deductions.

You can write to your employer quoting this legislation:

Your employer can refuse to take money from your wages with a reasonable excuse. The excuse is that he will put you into financial hardship if they made deductions directly from your wages.

56. (3) It shall be a defence for a person charged with an offence under paragraph (2) to prove that he took all reasonable steps to comply with the order.  
<https://www.legislation.gov.uk/ukxi/1992/613/regulation/56/made>

Employment Rights Act 1996, Section 13 - The right not to suffer unauthorised deductions

Subsection 1 - an employer shall not make a deduction from wages of a worker employed by him unless:

- (a) the deduction is required or authorised to be made by virtue of a statutory provision or a relevant provision of the worker's contract, or
- (b) the worker has previously signified in writing his agreement or consent to the making of the deduction.

The Attachment of Earnings Act 1971 states that only courts can issue attachment of earnings orders. Councils/Local Authorities are not courts and are specifically prohibited from acting as such.

Additionally: <https://www.legislation.gov.uk/ukpga/1996/18/part/II/crossheading/deductions-by-employer>

14 (6) Section 13 does not apply to a deduction from a worker's wages made by his employer with his prior agreement or consent signified in writing where the purpose of the deduction is the satisfaction (whether wholly or in part) of an order of a court or tribunal requiring the payment of an amount by the worker to the employer.

It says above 'an order of the court' not an order of the council. An attachment of earnings application should be made to a court using an N337 form. Ask the council, court, and your employer for a copy - there won't be one as the County Court isn't issuing it, the council is doing so unlawfully.

There is no statutory provision for a local council to order deductions from earnings, the only way for such a company to legally or lawfully order such deductions is to first obtain a Liability Order from a court, followed by a court issued Attachment of Earnings Order.

Applying a deduction from earnings without a valid court issued Liability Order pursuant to the Attachment of Earnings act 1971 would constitute an unlawful deduction from wages and a breach of the Employment Rights Act 1996.

The Council Tax (Administration and Enforcement) Regulations 1992 (Regulation 32 and 38 to 42 to justify issuing an attachment of earnings to an employer, they must first have a Liability Order (they have a FAKE one ).

Because the whole Council Tax enforcement is based on a LIE as in there is not LIABILITY ORDER. All the employer has to do is ask to see the court documents backing up the Councils request for an Attachment of Earnings. There simply is NONE.

So go to the County Court and ask them for a copy of all judgments against you, the Council one will not be listed. That should be enough evidence to motivate your employer to request the court documents from the Council.

The Adult Court Bench Book (June 2020) states p. 111, 24 re Attachment of Earnings Orders: The monies deducted must be sent to the court. Anyone suffering from an AOE should not only demand to see the paperwork sent to their employer but check that the paperwork asks that the deducted amounts are sent to a court and not to the Council.

### **AOE Summary**

There must be a memorandum of entry at the Magistrates Court for the Liability Order.

The court must notify you of the Liability Order, and the Attachment of Earnings (AOE) order.

The AOE must be issued by the court, not the council.

Your employer will have to defend the deductions taken. If your employer cannot provide the court order, then the deductions amount to theft.

You can make a claim through the county court (small claims) for all the deductions.

However I would first report the theft online to get a crime reference. Report the most senior Director. At the company registered office.

Send a Letter Before Action (LBA) to your employer, naming the Director, and the company.

You can also add the cost of the claim to the amount being claimed.

Further information here: [www.youtube.com/watch?v=4VpS54g9E1M](https://www.youtube.com/watch?v=4VpS54g9E1M) and <https://youtu.be/JAxudG32QL8>

### **Deductions from Benefits**

If you are on benefits the Deduction from benefits can be done by the DWP under Schedule 9 of the Social Security (Claims and Payments) Regulations 1987 . This does not require the DWP to go to a court, it does require the Council to provide details of the Court judgement. The Council and DWP can share information under Section 131 of the Welfare Reform act 2012.

For those of you having deductions from benefits refer the benefits agent to section 187 of the Social Security Administration Act 1992.

There is an Act of Parliament which overrides banks taking charges from your account if you are in receipt of any of the following benefits.

- Income Support
- Tax Credits
- Child Benefit
- Job seekers allowance
- Incapacity benefit
- Disability living allowance
- Attendance Allowance
- CSA payments
- Other DWP payments.

These social security benefits are granted to stop hardship and are designed to meet basic day to day needs, and are exempt and are protected under the Social Security Administration Act 1992 sub section 187.

Section 45 of the Tax Credits Act 2002 Chapter 21 part 1 is an identical provision to the said section 187 of the 1992 Act.

This stipulates that the banks can not apply any charges to money received as benefit, and any such charges are unlawful and therefore disallowed.

You can also cite the following case law.

Benefit claimant wins High Court challenge over DWP policy approach to “Third Party Deductions”

- September 29, 2022

The High Court has declared unlawful the Department for Work & Pensions’ written guidance for officials on ‘third party deductions’.

This concerns decisions that parts of a claimant’s benefits should be deducted to make direct payments to utility companies.

In *Timson, R (On the Application Of) v Secretary Of State for Work and Pensions* [2022] EWHC 2392 (Admin) Mr Justice Cavanagh ruled in a case brought by claimant Helen Timson that the written guidance was unlawful because, “by implication and omission, it has the effect that, read as a whole, the guidance presents a misleading picture of the true legal position to decision-makers, in that it does not make clear that claimants should be offered the opportunity to make representations and/or provide relevant information to the decision-maker before the third party deduction decision is taken”. He dismissed though a claim that the guidance infringed Ms Timson’s rights under the ECHR.

Law firm Bindmans, which acted for Ms Timson, said the ruling meant the guidance must be significantly altered to make it clear to DWP decision-makers that claimants should be given the opportunity to make representations and provide information before a decision is made about deductions. It said the previous guidance did not stipulate this and so claimants could not easily dispute whether the money was owed, state what their financial circumstances were or suggest there might be other ways to pay the debt.

Cavanagh J said: “In my judgment, a failure on the part of the decision-maker to give the claimant the opportunity to make representations and provide information would be a breach of the obligation of fairness.” He said there was a legal obligation to seek representations in every case, because otherwise a decision maker could not know whether there were any relevant representations or information.

Bindmans said Ms Timson had had deductions made from her disability-related benefit over many years, in some cases leaving her unable to pay rent or being taken for money not owed. Emma Varley, the Bindmans solicitor who represented Ms Timson, said: “Our client has demonstrated incredible bravery in challenging this scheme. The judgment will mean that Ms Timson and other benefit claimants will be afforded the crucial opportunity to make representations to the DWP

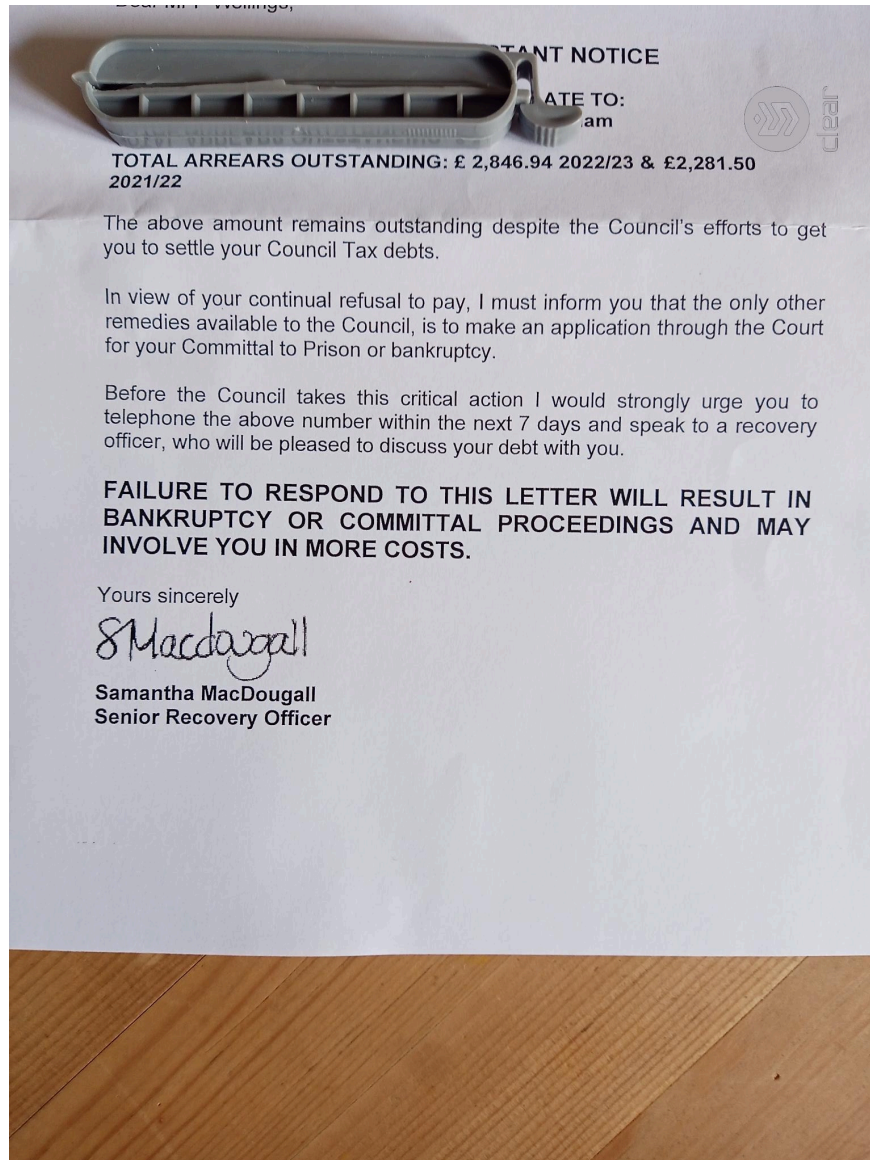


before a decision about how their money is spent is made on their behalf."

Ms Timson said the deduction scheme remained "inherently flawed", as decision-makers retained the power to determine how claimants' money was spent. She said the legislation on deductions should be changed from referring to them when in the 'interests' of the benefit claimant to 'if the benefit claimant consents'.

## BANKRUPTCY & COMMITTAL TO PRISON

The goons are really ramping up the fear now with letters like this:



This sort of fear letter is sent by the council when someone has successfully stood up to the debt collectors and it has been sent back to the council. Bankruptcy and charging orders are complicated to issue and are usually only sent to those who haven't sent notices to the council; those who have done nothing and are therefore an easy target. So it is important to challenge the council at the start of the council tax year with some form of process.

Interestingly, a month after having received this letter from the council they have done nothing to follow it up.

A month later, the same council issued a different letter to another household which did not have the threat of bankruptcy included, only committal proceedings, because the alleged debt had not reached the threshold of £5,000.00. Before 1 October 2015, the amount for a bankruptcy debt was much lower at £750.00.

Interestingly, the Council Tax handbook says that the threats by the council to “apply to the magistrates’ court for a warrant committing a debtor to prison” are a “coercive measure designed to extract payment from someone who has the means to pay the debt. It is not a punishment for failure to pay or imposed as a deterrent”.

It is time we all took this illegal and unlawful fraud and collusion between the councils and the magistrates courts to the High Court for review by a real judge. Gather your paperwork, write a timeline of events, summarise it in an affidavit and submit your case for lack of due process.

My response to this letter would start with:

- We need you to confirm which styles manual you are following since according to the Oxford Styles Manual anything in ALL CAPS is an acronym and cannot be read as simple English.
- Additionally, anything in bold is ‘off the page’.
- The document has a computer-generated signature. The omission of any genuine signature, which matches the name printed underneath, renders the documents as being unfounded and without any lawful or legal standing, pursuant to the Companies Act 2006, Section 44.

Receipt of a letter like this would require another set of DSARs to both the court issuing the alleged liability order and the council listing the questions again and referencing your previous attempts to ask the same questions. Give the dates of the previous notices and state whether or not they were answered.

To be able to bankrupt someone a company needs to have the correct documents to submit to the court to prove that there is a genuine claim. Bankruptcy is a very complex process and I very much doubt that any council will have members of staff with either the time or intelligence to follow through with their threats. Anyone who has made an N1 money claim against the council for non compliance with a DSAR will have had direct experience of their incompetence.

This PDF has established that there was no official court summons, there is no court file with the court, and there is no certified copy of the liability order or a memorandum of entry. After the DSAR process, I would put all of this information together in the form of an affidavit and a formal notice of claim and give the council and the court ten days to respond or you will be taking it to the High Court.

[REDACTED]

Enquiries to: Recovery Team  
Tel: 01730 234400  
Our Ref: [REDACTED]  
Your Ref: [REDACTED]  
e-mail address revenues@easthants.gov.uk

[REDACTED]

**COUNCIL TAX ARREARS - IMPORTANT NOTICE**

ADDRESS OF PROPERTY(S) ARREARS RELATE TO:

[REDACTED]

**TOTAL ARREARS OUTSTANDING:**

2022/2023 £1,715.29

2021/2022 £1,463.50

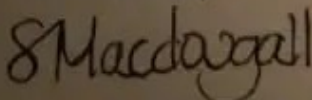
The above amount remains outstanding despite the Council's efforts to get you to settle your Council Tax debts.

In view of your continual refusal to pay, I must inform you that the only other remedies available to the Council, is to make an application through the Court for your Committal to Prison.

Before the Council takes this critical action I would strongly urge you to telephone the above number within the next 7 days and speak to a recovery officer, who will be pleased to discuss your debt with you.

**FAILURE TO RESPOND TO THIS LETTER WILL RESULT IN  
COMMITTAL PROCEEDINGS AND MAY INVOLVE YOU IN  
MORE COSTS.**

Yours sincerely



**Samantha MacDougall  
Senior Recovery Officer**

## **The Council Tax Handbook**

The 13th Edition of this book has the following comments to make in the section on Bankruptcy Proceedings pages 236 and 237, which should put your mind at rest:

### ***Bankruptcy proceedings***

*However, bankruptcy proceedings provide a last chance to dispute council tax liability or local authority calculations. It is possible that the claim is based on an error... The Local Government and Social Care Ombudsman has repeatedly highlighted flaws in the way councils pursue bankruptcy for council tax debts, and concern about the practice has also been raised by the higher courts.*

*It is essential that the local authority be required to produce a copy of the liability order or prove that it exists. The High Court has indicated that it is prepared to look at whether the debt can be proved, and this may be the only option for the debtor in many cases. The problem for the local authority is that liability orders are often not properly recorded by the magistrates' court and no properly signed or sealed judgment is available (see p220). If a liability order is being relied on, the local authority must be able to prove its existence to the satisfaction of the court.*

*Often the computerised bulk summoning procedures used by local authorities may not actually result in a hard copy of an individual order against a debtor being signed or endorsed by a court. If you have had no notice of liability order proceedings, request that the local authority produces the liability order. If no liability order can be produced in a correct form which is endorsed by a signature of a justice of the peace or other court stamp, the application may fail on the grounds that the order was not properly obtained from the magistrates' court.*

*Council Tax Handbook, Edition 13, Child Poverty Action Group. ISBN 978-1-910715-63-5*

## **DSAR To The Council**

A certified copy of the original summons issued in accordance with the Magistrates Court Act 1980, section 51 and the Courts Act 2003 section 47.

The name and title of the signatory who granted the summons on behalf of the court and proof of their status to approve the issuance of the summons pursuant to The Magistrates' Courts (Functions of Authorised Persons – Civil Proceedings) Rules 2020 S.I. No. 284 (L. 9).

Evidence that there was a sum outstanding that had not been paid in the form of certified copies of the sealed court documents stating the complaint, which were issued to the court on application of the Liability Order including the claim form stating the amount being claimed pursuant to the Civil Procedure Rules, Part 2, 2.6; and The Council Tax (Administration and Enforcement) Regulations 1992, Regulation 34 (2).

A certified copy of the Liability Order issued by the court – not a notice of liability order.

A certified copy of the Memorandum of Entry from the court register.

The full electric records of all hearings relating to the case.

Audit-level proof the court costs have been fully paid.

## **Liability Orders**

As with bankruptcy claims and Interim charging orders, until they answer the DSAR above, the council has not yet proven a debt, only clarified the name of the liable person. The alleged liability order is not a sum adjudged by a court. Therefore the debt is not proven, just an assumption and presumption where only the liable person is granted.

Council Tax (Administration & Enforcement) Regulations 1992 section 35 paragraph 3  
Liability orders: further provision

**35.—**(1) A single liability order may deal with one person and one such amount (or aggregate amount) as is mentioned in regulation 34(7) and (8) (in which case the order shall be in the form specified as Form A in Schedule 2, or a form to the like effect), or, if the court thinks fit, may deal with more than one person and more than one such amount (in which case the order shall be in the form specified as Form B in that Schedule, or a form to the like effect).

(2) A summons issued under regulation 34(2) may be served on a person—

(a) by delivering it to him, or

(b) by leaving it at his usual or last known place of abode, or in the case of a company, at its registered office, or

(c) by sending it by post to him at his usual or last known place of abode, or in the case of a company, to its registered office, or

(d) by leaving it at, or by sending it by post to him at, an address given by the person as an address at which service of the summons will be accepted.

(3) The amount in respect of which a liability order is made is enforceable in accordance with this Part; and accordingly for the purposes of any of the provisions of Part III of the Magistrates' Courts Act 1980 (satisfaction and enforcement) **it is not to be treated as a sum adjudged to be paid by order of the court.**

## Case Law

The public has full access, including documents from the court records, as affirmed by the five justices of the UK Supreme Court in *Cape Intermediate Holdings Ltd (Appellant/Cross Respondent) v Dring (for and on behalf of Asbestos Victims Support Groups Forum UK) (Respondent/Cross Appellant)* [2019] UKSC 3842.

If the original summons is not signed by a Justice of the Peace either by hand or digitally it is Void Ab Initio or does not state the name of the Justice of the Peace. You can use the following case law in your defence. Case Law must be followed by a Magistrates Court.

### **Regina v Brentford Justices, Ex parte Catlin [1975] QB 455**

“A decision by magistrates whether to issue a summons pursuant to information laid involves the exercise of a judicial function, and is not merely administrative.”

“.... It must however be remembered that before a summons or warrant is issued the information must be laid before a magistrate and he must go through the judicial exercise of deciding whether a summons or warrant ought to be issued or not. If a magistrate authorises the issue of a summons without having applied his mind to the information then he is guilty of dereliction of duty and if in any particular justices' clerk's office goes on a practice goes on of summonses being issued without information being laid before the magistrate at all, then a very serious instance of maladministration arises which should have the attention of the authorities without delay....” – Lord Justice Widgery.

<https://swarb.co.uk/regina-v-brentford-justices-ex-parte-catlin-1975/>

## **R v Gateshead Justices [1981] QB 1 All ER**

This case law from 1981 means that Magistrates' Courts have to follow legislation when issuing summonses; so to be valid it has to have been issued by a Justice of the Peace. It is particularly relevant for council tax where the council is issuing fraudulent summonses that have not been issued in accordance with Section 51 of the Magistrates Court Act 1980.

In this case, the applicants, Tesco Stores Ltd and D W Parkin Construction Ltd, applied for judicial review for a decision on whether court admin staff could issue a summons when at the time the legislation only permitted a Justice of the Peace or a Clerk to the Justices to issue the summons. The Queens Bench Division reviewed the practice of admin staff issuing summonses and ruled that the Lord Chancellor's 'advice was misconceived and should no longer be followed' and subsequently quashed the decisions of both of the courts and both applicants had their convictions quashed.

## **Banfield v Harrow Magistrates Court (2012) [2012] EWHC 3801 (Admin)**

@20 Issue: Bulk applications – this case affirms that the powers must be authorised to allow delegation, hence confirms the issue that a summons must be authorised by a Justice of the Peace in accordance with s51 of the MCA1980.

@21 Issue: Authorisation of Summons by 'Authorised person' – ERROR OF LAW – No powers are contained to delegate judicial functions (on which is bound by oath) and hence rules 2 and 3 of Schedule 1 of the Justices Clerk Rules 2005 is ultra vires and hence void and of no standing.

@22 Issue: ERROR OF LAW carried through from 21 summons must be authorised by a Justice of the Peace in accordance with s51 of the MCA1980. 2.4. "Rubber stamping" signature can be delegated by Justice of the Peace once they have considered and authorised the issuance of a summons.

## **All Summonses For Council Tax Are Void**

In law the summons for council tax is non-existent because it is illegal.

Sections 1 and 51 of the Magistrates Court Act 1980, clearly demonstrate that Parliament removed the powers of the Justices clerks having authority to issue a summons. This was reaffirmed in the Court Act 2003, Section 47, which updated Section 51 of the MCA1980 to its current wording:

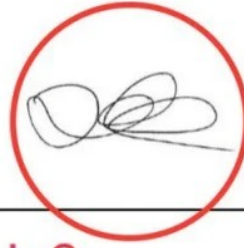
### **Courts Act 2003, 47 Jurisdiction to issue summons and deal with complaints**

(1) For section 51 of the 1980 Act (issue of summons on complaint) substitute—

"51 Issue of summons on complaint

Where a complaint relating to a person is made to a justice of the peace, the justice of the peace may issue a summons to the person requiring him to appear before a magistrates' court to answer to the complaint."

<https://www.legislation.gov.uk/ukpga/2003/39/section/47>



Designated Officer for a Magistrates Court \_\_\_\_\_

Date: 22/09/2023 **Who is this?**

**Are they a JP in accordance with MCA 1980**

**§ 51**

**If not then this summons is unlawful and  
void ab Initio.**

**The Council must prove the validity of the  
summons as the complainant**

**No proof - no summons - no case to answer  
Liability order is voided**

Therefore, any summons issued by any 'authorised person' other than a Justice of the Peace is without Parliamentary or Common Law authority rendering it ultra vires, of no lawful standing, and void ab initio.

Ask the alleged issuing court who authorised the summons. The court do not need to keep a copy of it but they should keep a record of who authorised the issuance. Any summons issued by a Legal Adviser or Designated Officer is unlawful and the court must dismiss the claim.

The solicitor acting for the council may additionally try to cite the Justices Clerk's Rules 2 and 3 of Schedule 1, paragraph 2 to further justify the Legal Advisor's act of issuing the summons, however, these rules are ultra vires because they have no authority from Parliament.

The rules are secondary legislation which cannot defy the intent of parliament as expressed in the Courts Act 2003. This Act of Parliament affirmed Parliament's previous clear intent with Section 51 of the Magistrates Court Act 1980 that judicial decisions can only be made by judicial officers.

The Lord Chief Justice and Lord Chancellor, who made the Rules, do not have the authority to change legislation; they can only make rules about procedure and practice pursuant to Section 144 of the Magistrates Court Act 1980. So Section 144 does not authorise the Lord Chief Justice or the Lord Chancellor to make rules or procedures in breach of the MCA1980. This section makes it clear that there is a difference between procedure and practice and judicial decision which is also reflected in the Courts Act 2003.

144 Rules of procedure.

(1) The Lord Chief Justice may, with the concurrence of the Lord Chancellor, make rules for regulating and prescribing, except in relation to any criminal cause or matter, the procedure and practice to be followed—

<https://www.legislation.gov.uk/ukpga/1980/43/section/144>

Only the prescribed person can exercise the power as set out – in this case it's the Lord Chief Justice and he can only exercise the power with the agreement of the Lord Chancellor etc – he has



to stay within the limits of the powers that Parliament agreed to give to him when they passed the primary legislation.

If he breaks any of the rules (eg in this case, say, Lord Chief Justice makes them without the agreement of the LC or he makes them in relation to criminal matters) then the secondary legislation is unlawful because the rules or regulations are “beyond his powers” or “ultra vires” – he didn’t have the authority to make them.

The Justices Clerks Rules are rules which are secondary legislation so they do not have Parliamentary Authority and therefore no legal authority. They certainly cannot change primary legislation. Does the power to make rules for “regulating and prescribing” include the power to make rules for “authorising” persons to issue summonses? No: meaning that all council tax summonses are unlawful.

Section 28 of the Courts Act 2003, allows for the function of a person of giving legal advice (a legal advisor) to justices of the peace, but does not give them powers to make judicial decisions. Judicial decisions cannot be delegated and this remains unchanged under the common law – see R v Gateshead Justices (Donaldson LJ) All England Law Reports [1981] 1 All ER Page 1031 e which states: “... The wording of the section ‘may ... issue a summons’ and ‘if it appears to the justice necessary or expedient with a view to the better administration of justice’ makes it clear that the power was discretionary and that the discretion had to be exercised by the justice acting judicially and therefore personally since the judicial function can never be delegated.”

Compounding evidence that legal advisors are not permitted to perform judicial functions has been penned by Mrs F Thornton-Dale when asked “whether administrative staff swore an oath of office” to which she answered, “no they do not”.

So the function of issuing a summons can only be carried out by a Justice of the Peace who has taken an oath to serve the people according to law.

Take a copy of the original summons issued to you by the council; there is no name of a Justice of the Peace, therefore the summons has not been issued in accordance with Section 51 of the Magistrates Court Act 1980.

If the Legal Advisor / Designated Officer is not a Justice of the Peace presumably s/he is required to be authorised by The Lord ( Lady ) Chief Justice or Lord Chancellor to perform a judicial function under section 67B of the Courts Act 2003, and/or the Magistrates’ Courts (Functions of Authorised Persons—Civil Proceedings) Rules 2020.

### **Courts Act 2003**

67B Authorisation to exercise relevant judicial functions

(1) Rules of court may provide for the exercise of relevant judicial functions by persons who—

(a) are appointed under section 2(1) of this Act or section 40(1) of the Tribunals, Courts and Enforcement Act 2007, and

(b) satisfy any requirements specified in the rules as to qualifications or experience.

As in Court officers, staff and services

2 (1) The Lord Chancellor may appoint such officers and other staff as appear to him appropriate for the purpose of discharging his general duty in relation to the courts.

### **The Magistrates’ Courts (Functions of Authorised Persons – Civil Proceedings) Rules 2020**

Citation, commencement and interpretation

1.—(1) These Rules may be cited as the Magistrates’ Courts (Functions of Authorised Persons – Civil Proceedings) Rules 2020 and come into force on 6th April 2020.

(2) In these Rules—

(a) “the 2003 Act” means the Courts Act 2003;

(b) “authorised court officer” means a person authorised under section 67B(2) of the 2003 Act by the Lord Chief Justice (or the Lord Chief Justice’s nominee under section 67B(5) of that Act);

(c) a reference to an authorised court officer who is legally qualified means an authorised court officer who has a qualification specified in regulation 2 of the Authorised Court Staff (Legal Advice

Functions) Qualifications Regulations 2020( (<https://www.legislation.gov.uk/uksi/2020/284/article/1/made#f00003>)1 (<https://www.legislation.gov.uk/uksi/2020/284/article/1/made#f00003>)); (<https://www.legislation.gov.uk/uksi/2020/284/article/1/made#f00003>)

Functions of magistrates' courts exercisable by authorised court officers

2. Subject to rule 3, the functions in the Schedule may be exercised by an authorised court officer in any proceedings in a magistrates' court except in relation to a criminal cause or matter.

In the schedule as per:

d) issue a summons at the request of a public authority;

Pursuant to Section 142 of the Magistrates Court Act 1980, you can ask a court to re-open a case to rectify any mistakes. <https://www.legislation.gov.uk/ukpga/1980/43/section/142>

The court has made an error: there was no lawful summons then there was no summons and no reason for you to attend the court, so there never was a matter before the court and the liability order is void ab initio.

The Local Government Finance Act 1992 demonstrates that the council tax process is purely an administrative function, and not judicial, therefore it is an unlawful administrative court. The bulk hearing is given a case number for bulk administration. There is no upper limit on the number of defendants or claimants in a claim.

The Magistrates Court is an administrative court, so the Magistrate has to follow case law; they cannot make it. The Magistrate does not have the jurisdiction to make a ruling on the council tax process so it must go to the High Court for Judicial Review.

Since the Magistrate does not have jurisdiction the council's complaint must be dismissed.

## Challenge Due Process

In addition to the summons being void ab initio, we also need to demonstrate that the rest of the process was not lawful. Check the Court Serve listings for the Magistrates Court for the day of the hearing and take a screenshot to demonstrate that there wasn't a hearing at that time or on that date, and due process of law was not followed.

Ultimately we need to challenge the council and the courts for not following due process. Martin Geddes has written an excellent article on how due process can stop the council tax racket: [https://newsletter.martingeddes.com/p/how-due-process-can-stop-the-council?utm\\_campaign=email-half-post&r=2blmva&utm\\_source=substack&utm\\_medium=email](https://newsletter.martingeddes.com/p/how-due-process-can-stop-the-council?utm_campaign=email-half-post&r=2blmva&utm_source=substack&utm_medium=email)

This is a summary which you can use in your defence against bankruptcy:

Due process is the weakest point in Council Tax, as it is very simple to understand — “show me the court order you claim exists”.

Council Tax is said to establish a “statutory obligation,” meaning an obligation to pay someone, which seems to emerge without a clear basis.

This lack of lawful obligation to pay is reinforced by a case that went to the Court of Appeal in 2019, where it was ruled “no legal duty exists that requires a resident to notify a council of their residence at a particular address for council tax purposes” — even if you might imagine there was one. The logical consequence is that there is also no duty to give them the information they need to charge you for Council Tax, nor to enforce their alleged debt.

Council tax collection and enforcement goes against the most basic principles of natural justice and is constructed from its inception to lack due process in its debt collection workflow. The tax is unlawful at every stage: but the absence of due process is legalised theft.

Specifically, if you ask to see the court-issued liability order against you as a Council Tax “debtor”, nothing with the authority of a genuine court of law imposing a real debt will ever appear, nor can it.

Council Tax liability orders are issued by administrative tribunals rather than traditional courts. These tribunals are not part of the regular court system, do not operate under the Civil Procedure Rules, and do not provide the same level of judicial oversight as traditional courts. They are creatures of legislation, but are unconstitutional. They lack the separation of powers of genuine courts, since they conflate the role of the complainant (the council) and judge. The standard of proof in council tax liability order proceedings is also generally lower than in criminal or other civil court cases.

Halsbury’s *Laws of England* (2011):

The law is absolutely clear on this subject. **There is no authority for administrative courts in this country and no Act can be passed to legitimise them** because of the constitutional restraints placed upon her Majesty at her coronation. Her oath requires her to govern us according to our respective laws and customs, a vital part of which consists of the tripartite system of separation of powers between judiciary, parliament (legislature) and executive. **The collection of revenue by administrators is extortion**, and extortion has been found reprehensible since ancient times.

It is wrong to operate courts that pretend to be lawful when they are not. Doing it with legislative or executive backing makes it a worse infringement of our rights, not better.

The unsigned summons appears to come from the court, but is actually from the council, which is fraud. They lack the appropriate seals or authority of a real court summons. There is no case number issued by the court, but is instead assigned by the council, so there is no case independent of the complainant. There is no formal public record you can examine. No order is sent by the court to the defendant, and there is no “liability order” form prescribed under Civil Procedure Rules or Criminal Practice Direction. No court stamp or seal is found on the resulting judgment.

When a council acts as if it were a court, it is explicitly breaking the law. The Local Government Act 1888 clearly states:

“...this Act **shall not authorise any county council** or any committee or member thereof... **to exercise any of the powers of a court of record**; ...to exercise any jurisdiction under the Summary Jurisdiction Acts, or perform any judicial business, **or otherwise act as justices** or a justice of the peace”.

Councils are colluding with magistrates’ courts, with the blessing of Parliament and the Ministry of Justice, in order to issue false paperwork, and commit fraud and malfeasance in public office. No wonder they don’t want to be held accountable with a signed and stamped court order! When the hearing is opened, the representative of the council swears that the sums presented are due. Given that no council has yet proven an obligation to pay for any natural person, and can only point to a generic legislative desire for payment, this is also perjury. Council tax debt collection is a criminal enterprise — with official sanction. That makes it one of the worst political scandals ever. Council Tax Liability Order proceedings often involve limited judicial involvement, or none at all. Some of these proceedings may be conducted entirely by administrative staff, and there may be little or no direct judicial oversight. Summonses are issued with no thought given to each case.

This is unlawful, and case law supports this assertion, see *Regina v Brentford Justices, Ex parte Catlin [1975] QB 4551*:

“A decision by magistrates whether to issue a summons pursuant to information laid involves the exercise of a judicial function, and is not merely administrative.”

Where thousands of cases are processed in bulk, with no regard to any prior correspondence, or context, this represents a serious and major failure in judicial oversight according to Lord Justice Widgery:

“... It must however be remembered that before a summons or warrant is issued the information must be laid before a magistrate and he must go through the judicial exercise of deciding whether a summons or warrant ought to be issued or not. **If a magistrate authorises the**

**issue of a summons without having applied his mind to the information then he is guilty of dereliction of duty** and if in any particular justices' clerk's office goes on a practice goes on of summonses being issued without information being laid before the magistrate at all, then a **very serious instance of maladministration arises** which should have the attention of the authorities without delay..."

These administrative tribunals are operating so far outside of the law that they themselves are criminal in nature.

There are superior international laws that override parochial statute law, and these treaty commitments are being violated by this biased legal system:

- European Convention on Human Rights (ECHR) Article 6(1): In the determination of his civil rights and obligations or of any criminal charge against him, everyone is entitled to a fair and public hearing within a reasonable time by an independent and impartial tribunal established by law.
- International Covenant on Civil and Political Rights (ICCPR) Article 14(1): All persons shall be equal before the courts and tribunals. In the determination of any civil matter or of any criminal charge against him, everyone shall be entitled to a fair and public hearing by a competent, independent and impartial tribunal established by law.
- Universal Declaration of Human Rights (UDHR) Article 10: Everyone is entitled in full equality to a fair and public hearing by an independent and impartial tribunal, in the determination of his rights and obligations.

The secondary legislation states:

The amount in respect of which a liability order is made is enforceable in accordance with this Part; and accordingly for the purposes of any of the provisions of Part III of the Magistrates' Courts Act 1980 (satisfaction and enforcement) it **is not to be treated as a sum adjudged to be paid by order of the court.**

This literally states there is no sum for which you are liable! **The "liability order" is essentially a license for the council to begin a process of harassment and intimidation — for a non-existent debt.**

Demand due process:

- **Civil Procedure Rules (CPR):** CPR Part 5 deals with court documents, and CPR Part 40 relates to enforcement of judgments and orders. These rules outline procedures for filing, serving, and accessing court documents, including orders. While they don't explicitly state a "right to inspect," they establish **processes for parties to obtain copies of relevant documents.**
- **Practice Direction 40E:** This Practice Direction provides guidance on the enforcement of judgments and orders. It includes provisions related to the inspection of court documents. Parties enforcing judgments may apply to the court for permission to **inspect specified documents, including orders.**
- **The Overriding Objective:** The "overriding objective" under CPR Part 1.1 is to enable the court to deal with cases justly. This includes ensuring that cases are dealt with fairly, efficiently, and transparently. Parties' **access to relevant court orders and documents** is consistent with this objective.

We also have case law that supports due process, such as *Entick v Carrington* (1765). This landmark case established the principle that state authorities cannot enter a person's property or seize their belongings without lawful justification.

A recent court win in a council tax case points the way. The case was decided on 21<sup>st</sup> September 2023 in the High Court, *KBD Swansea* in favour of a Mr Leighton. He was awarded £4,000 against debt collectors Bristow and Sutor, acting in alliance with City of York Council. The essence is that they were attempting an unlawful Council Tax debt collection process that failed to evidence the liability order, for which Mr Leighton was entitled to damages. Money talks, and when this scam is unprofitable for its agents, it naturally ends.

What is critical is less the precedent set, but rather the judge's comments as reported by campaigner Mr Patterson on social media: **"His Lordship Harrison condemned the process of how Council Tax liability orders are obtained** and held it is time for reform, concurring with my

submission that the process raises issues under Article 6 ECHR. He also questioned their validity, **holding that they don't actually constitute a court order at all**". The higher courts are noticing that these rubber stamp courts are problematic, and will no doubt sense the threat to their own legitimacy if they give it a pass.

## **Bankruptcy Procedures & Due Process**

The following text demonstrates that the bankruptcy procedures are also fake and not following due process. This is from 2011, so a little out of date, but clearly demonstrates why we need to be challenging the courts who are issuing more fake paperwork.

This information was copied and pasted from: <https://web.archive.org/web/20160421134004/http://www.landofthefree.co.uk/site/component/content/article/1-latest-news/107-council-tax-update-statutory-demands-bankruptcy-petitions-and-the-setting-aside-of-unrebutted-affi>

### Council Tax Update: Statutory Demands and Bankruptcy petitions



Thursday, 27 October 2011

With a lot of publicity around Council Tax Bankruptcy this clarifies and explains the administrative procedure used by the courts and councils

This article is a follow up to "**How to Not get summonsed for Non Payment of Council Tax**" if you have not seen the article take a look. See also council Tax Bankruptcy and Lawful Rebellion article and Rulings to use in court for Council Tax and CSA summonses.

The first stage of bankruptcy is The Statutory demand. This has to be served on you personally and will also have some glossy and deliberately intimidating details of bankruptcy from your local council. These documents will be served by a "process server." This is a title for a person authorised by a third party to serve the documents.

The information we receive has stated that the documents are often not served correctly. You are meant to identify yourself as the person, however with the freeman movement not identifying themselves as the revenue stream or legal person the process servers just dump the documents on you. This is contrary to the duty and meaning of their job title. One of these even stated he had seen pictures of the person and had identified them by sight.

The main thing to remember is that it is unlikely you will be proceeded against with any legally correct due process.

Once the statutory demand has been "served" you have limited time to attempt to get the bankruptcy set aside. You will have to go to your appointed local court. We have information regarding bankruptcy petitions from The Royal Courts of Justice (the correct courts for the London area ) which are detailed below.

Information seems to bear out that The Bankruptcy section at The Royal Courts of Justice will **not** accept affidavits. This goes along with the complete loss of rights as we are now under Napoleonic Law, guilty until proven innocent. Lets look at the Maxim which relates to affidavits:

**TRUTH IS EXPRESSED IN THE FORM OF AN AFFIDAVIT.** (Lev. 5:4-5; Lev. 6:3-5; Lev. 19:11-13; Num. 30:2; Mat. 5:33; James 5: 12). An affidavit is your solemn expression of your truth. In commerce, an affidavit must be accompanied and must underlay and form the foundation for any commercial transaction whatsoever. There can be no valid commercial transaction without someone putting their neck on the line and stated, "this is true, correct, complete and not meant to mislead." When you issue an affidavit, it is a two edged sword; it cuts both ways. Someone has to take responsibility for saying that it is a real situation. It can be called a true bill, as they say in the Grand Jury. When you issue an affidavit in commerce you get the power of an affidavit. You also incur the liability, because this has to be a situation where other people might be adversely affected by it. Things change by your affidavit, in which are going to affect people's lives. If what you say in your affidavit is, in fact, not true, then those who are adversely affected can come back at you with

justifiable recourse because you lied. You have told a lie as if it were the truth. People depend on your affidavit and then they have lost because you lied.

**AN UNREBUTTED AFFIDAVIT STANDS AS TRUTH IN COMMERCE.** (12 Pet. 1:25; Heb. 6:13-15;) Claims made in your affidavit, if not rebutted, emerge as the truth of the matter. Legal Maxim: "He who does not deny, admits."

**AN UNREBUTTED AFFIDAVIT BECOMES THE JUDGMENT IN COMMERCE.** (Heb. 6:16-17;). There is nothing left to resolve. Any proceeding in a court, tribunal, or arbitration forum consists of a contest, or duel, of commercial affidavits wherein the points remaining unrebutted in the end stand as truth and matters to which the judgment of the law is applied.

When affidavits were taken into The Royal Courts of Justice Bankruptcy section we were told that "Affadavits are not accepted". **So the highest truth in law has now been rejected.**

Instead you are given a document which you are expected to sign called a "Second Witness statement". This of course is what you would sign if your were assumed to be guilty and not a sovereign, innocent until proven guilty. This is commerce and you are the liable revenue stream and your rights have been removed.

The affidavits were also served by hand at the council offices of The " Insolvency Officer". who has to give a name (real or fictional). This appears to be someone who has other duties within the Benefits and Revenues section of the council. Our plan was to make him personally liable. In the deregulated corner-cutting world of councils our detailed and unrebuttable affidavit was of course ignored. The council just have a dedicated phone number for the job and a paper pushing jobsworth at the other end.

This job title is essential in the Council Tax Bankruptcy scam as there has to be a person acting on behalf of the company or corporation. This of course is just window dressing to use bankruptcy laws when there is no real cause for them.

When the application for set aside is refused a "bankruptcy petition" is sent from the court on behalf of the council.

The Bankruptcy Petition from The Royal Courts was a piece of A4 paper with Royal Courts stamp applied. Legally the document was void for various reasons explained below. This prompted us to think that it was just a threat and would not be carried out. However as we know the whole court system has been de regulated for ease of corporate extortion on the liable revenue stream.

We have had many people coming to us who have been bankrupted in this way. The envelope containing this particular "petition" was a plain white envelope which omitted the postcode. This could of course be giving you less time to respond.

The following is what was set out on the blank piece of paper with Royal Courts stamp.

ORDER DISMISSING APPLICATION TO SET ASIDE A STATUTORY DEMAND  
(SUMMARY)

IN THE HIGH COURT OF JUSTICE  
IN BANKRUPTCY

MISS DEPUTY REGISTRAR JONES

NO 8-SD 2011

RE : YOUR NAME

UPON THE APPLICATION of (YOUR NAME of YOUR ADDRESS) to set aside a statutory demand dated (DATE)

AND UPON READING the evidence

IT IS ORDERED that this application be dismissed

AND IT IS ORDERED that the creditor (NAME OF COUNCIL) be authorised to present a bankruptcy petition forthwith.

DATED THIS (DATE OF PETITION)

Reason: Application summarily dismissed pursuant to rule 6.5 (1) of The Insolvency Rules 1986.  
No sufficient cause shown.

The document contained errors in the address of both the council and the person served which of course should make it void. This may be intentional, as the whole process appears to be merely an administrative fast track deal between the councils and courts. Or It maybe that this administrative bankruptcy is dealt with by illiterates in the offices of the Royal Courts.

There was no real reference, room number or name which of course would indicate the whole thing really is a scam and the courts know it. When it was inquired who this Registrar was the people on the phone did not know or claimed they had no knowledge of where they were based. When they were give a number there was no response or the phone went dead.

Check out the Insolvency Rules 1986  
<http://www.legislation.gov.uk/ukxi/1986/1925/contents/made>

When we enquired about these council tax bankruptcies in the bankruptcy section we got through to a very helpful man who told us he had also suffered administrative bankruptcy proceedings himself by the same borough through the Royal Courts of Justice for non payment of council tax.

In his case the same council had issued bankruptcy proceedings against him when in fact he had paid and owed nothing. The local authority did however write and apologise, eventually.

He also said that the whole system was an absolute scam and was carried out on a massive scale by this particular council (Waltham Forest, which has 31 unsatisfied CCJs ) but that councils all over the country were doing it to a greater or lesser extent.

When trying to get through to the Chambers where the hearings for bankruptcy take place it was not possible to get through and the phone again was often cut off.

If you get bankrupted you will have to deal with the insolvency service . You will have an appointed insolvency practitioner. Your assets can also be frozen for up to 7 years. If you do not have property bankruptcy is not a major problem. People who contacted us who had no major assets only had the inconvenience of dealing with the insolvency service.

This administrative bankruptcy though is at the very least an inconvenience.

As we reported previously the main issue is that of the council issuing their own summonses which is still the most important point. Requesting copies of the court summons may be a good way to stall the administrative process as this proves that the whole exercise is merely an administrative stamping exercise which is unlawful.

NB In March 2010 one of our contributors made this freedom of information request:

Dear Ministry of Justice,

Is it permissible for any organisation to issue its own summons to a person to attend a Court except the court itself?

Is it an offence to issue such a document bearing the Queens seal if it is not issued by the court?

What action could be taken against such an organisation should the above situation arise?

There has still been no answer.

As we know it is a crime for any organisation apart from a court to print a summons. It is a crime under The Administration of Justice Act and Fraud and Perjury when it carries the Crown Seal, which all the council tax summonses we have seen do.

(see article Rulings to use in court for council tax and CSA summonses) Maybe this is why the Ministry of Justice would not answer and the request is still waiting for an internal review over a year and a half later.



## HIGH COURT JUDICIAL REVIEW

You could request a S111 which is a statement of case which will take you to a judicial review.

To quash a Liability Order use Form N461 via administrative courts <https://www.gov.uk/government/publications/form-n461-judicial-review-claim-form-administrative-court>  
Interestingly at section 10.5 a copy of the order must be submitted with the application

The next stage, given what you have collected as evidence, would be an appeal to a higher court, either County Court or Crown Court at this stage, to set-aside the judgement, with an application to refer this matter for Judicial Review.

Once the application is made all enforcement procedure would be halted and if you worded your appeal cleverly, this could be interpreted to mean ALL enforcement for EVERYONE. The difference would be that an appeal would have to be heard in a Court of Record. In this case substitute the word 'Record' with 'Accountability'.

Now, if this matter was sent to Judicial Review two things would happen and persist until the review had been concluded. One, all enforcement action would have to cease and, two, no further Council Tax demands could be issued until the JR had returned its verdict. This would potentially apply to every Council in the country and would bankrupt every single one of them, as well as bankrupt the bailiff companies attached. These companies rely entirely on Council income to survive.

In this case it is necessary to have an alternative local governance structure in place to step in, such as a Community Trust, otherwise central government would try to impose a solution similar to martial law, so be ready and prepared for the consequences.

During a judicial review, a High Court Judge reviews the lawfulness of a decision or action made by a public body - so this is relevant for the council.

<https://www.judiciary.uk/how-the-law-works/judicial-review/>

A link to several videos on judicial review and how to go about it. [https://youtu.be/FJ9TS5TH\\_NQ?si=YhhGvWolj0wo7DWY](https://youtu.be/FJ9TS5TH_NQ?si=YhhGvWolj0wo7DWY)

Aimed at assisting litigants in person (unrepresented claimants), this talk starts to take you through the 2016 Administrative Court Guide to Judicial review, but this was updated in 2023. New version here: <https://www.judiciary.uk/courts-and-tribunals/high-court/administrative-court/administrative-court-judicial-review-guide-2022/>



## Judicial review

Judicial review is a type of court proceeding in which a judge reviews the lawfulness of a decision or action made by a public body.

In other words, judicial reviews are a challenge to the way in which a decision has been made, rather than the rights and wrongs of the conclusion reached.

It is not really concerned with the conclusions of that process and whether those were 'right', as long as the right procedures have been followed. The court will not substitute what it thinks is the 'correct' decision.

This may mean that the public body will be able to make the same decision again, so long as it does so in a lawful way.

If you want to argue that a decision was incorrect, judicial review may not be best for you. There are alternative remedies, such as appealing against the decision to a higher court.

Examples of the types of decision which may fall within the range of judicial review include:

- Decisions of local authorities in the exercise of their duties to provide various welfare benefits and special education for children in need of such education;
- Certain decisions of the immigration authorities and the Immigration and Asylum Chamber;
- Decisions of regulatory bodies;
- Decisions relating to prisoner's rights.

## LEGISLATION

### Local Government Act 1888, section 78

(2) Provided that the transfer of powers and duties enacted by this Act shall not authorise any county council or any committee or member thereof—

- (a) to exercise any of the powers of a court of record; or
- (b) to administer an oath; or
- (c) to exercise any jurisdiction under the Summary Jurisdiction Acts, or perform any judicial business, or otherwise act as justices or a justice of the peace.

### Law of Property (Amendments) Act 1926 Section 3

clearly states that any local or public authority are so prescribed and constituted under the laws of the United Kingdom and as such are deemed as trust corporations

### Administration of Justice Act, 1970 Part 5 (1)(a)

40 Punishment for unlawful harassment of debtors

(1) A person commits an offence if, with the object of coercing another person to pay money claimed from the other as a debt due under a contract, he—

- (a) harasses the other with demands for payment which, in respect of their frequency or the manner or occasion of making any such demand, or of any threat or publicity by which any demand is accompanied, are calculated to subject him or members of his family or household to alarm, distress or humiliation;

### Perjury Act 1911, Section 5

5 False statutory declarations and other false statements without oath.

If any person knowingly and wilfully makes (otherwise than on oath) a statement false in a material particular, and the statement is made -

- (a) in a statutory declaration; or
- (b) in an abstract, account, balance sheet, book, certificate, declaration, entry, estimate, inventory, notice, report, return, or other document which he is authorised or required to make, attest, or verify, by any public general Act of Parliament for the time being in force; or
- (c) in any oral declaration or oral answer which he is required to make by, under, or in pursuance of any public general Act of Parliament for the time being in force, he shall be guilty of a misdemeanour and shall be liable on conviction thereof on indictment to imprisonment, . . . **F1**, for any term not exceeding two years, or to a fine or to both such imprisonment and fine.

### The Council Tax (Administration and Enforcement) Regulations 1992, Section 34 (6)

34. Application for liability order

(6) The court shall make the order if it is satisfied that the sum has become payable by the defendant and has not been paid.

### Data Protection Act 2018, Section 173

173 Alteration etc of personal data to prevent disclosure to data subject

(1) Subsection (3) applies where—

- (a) a request has been made in exercise of a data subject access right, and
- (b) the person making the request would have been entitled to receive information in response to that request.

(2) In this section, “data subject access right” means a right under—

- (a) Article 15 of the **[F1UK GDPR]** (right of access by the data subject);
- (b) (b) Article 20 of the **[F2UK GDPR]** (right to data portability);
- (c) section 45 of this Act (law enforcement processing: right of access by the data subject);
- (d) section 94 of this Act (intelligence services processing: right of access by the data subject).

(3) It is an offence for a person listed in subsection (4) to alter, deface, block, erase, destroy or conceal information with the intention of preventing disclosure of all or part of the information that the person making the request would have been entitled to receive.

### **Fraud Act 2006, Section 3**

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.

### **Fraud Act 2006, Section 7**

7 Making or supplying articles for use in frauds

(1) A person is guilty of an offence if he makes, adapts, supplies or offers to supply any article -

(a) knowing that it is designed or adapted for use in the course of or in connection with fraud, or

(b) intending it to be used to commit, or assist in the commission of, fraud.

(2) A person guilty of an offence under this section is liable—

(a) on summary conviction, to imprisonment for a term not exceeding 12 months or to a fine not exceeding the statutory maximum (or to both);

(b) on conviction on indictment, to imprisonment for a term not exceeding 10 years or to a fine (or to both).

(3) Subsection (2)(a) applies in relation to Northern Ireland as if the reference to 12 months were a reference to 6 months.

### **Magistrates Courts Act 1980, Section 51**

#### **51 Issue of summons on complaint**

Where a complaint relating to a person is made to a justice of the peace, the justice of the peace may issue a summons to the person requiring him to appear before a magistrates' court to answer to the complaint.

They are supposed to make a complaint and then we should be able to go into court and answer it, but that doesn't happen with council tax.

### **Council Tax (Administration and Enforcement) Regulations 1992, Number 613, Schedule 2**

Form A. Originally provided to draw up liability orders. Withdrawn 1st October 2003 and never replaced. <https://www.legislation.gov.uk/ukxi/1992/613/schedule/2/made>

### **Council Tax (Administration and Enforcement) (Amendment) (No. 2) (England) Regulations, 2003**

No. 2211. <https://www.legislation.gov.uk/ukxi/2003/2211/made>

## IDENTIFYING WARRANTS



By Appointment to  
HM The Queen



By Appointment to  
HRH The Duke of Edinburgh



By Appointment to  
HRH The Prince of Wales

These are the three crown seals on all warrants: 1) for England, 2) for Scotland and 3) for Wales.  
<https://www.royalwarrant.org/>

- 1) Badge: By Appointment to HM The Queen.
- 2) Badge: By Appointment to HRH The Duke of Edinburgh.
- 3) Badge: By Appointment to HRH The Prince of Wales.

The physical copy of the warrant will have the crown seal embossed at the top of the warrant in colour. Anything else is fraudulent.

If the police knock on your door don't open the door and ask them to post the warrant through the letter box. Or go outside and close the door behind you.

Things to look for:

- The address of the court
- The crown seal embossed on top centre
- The date, month, and year

- The judges wet ink signature
- The judges name in all caps
- The correct name of the man or woman
- The correct address of the specific place to be searched
- A list of the items that can be seized or taken by the police
- A deadline for when the arrest or search must take place
- The police must bring the warrant with them
- They must give you a second copy identical to the original
- Full court name, address, and other contact details

**Address:**

Checking that the warrant really does have your address on it is the most important thing. Also their address and contact details to ring up and verify this info. Police frequently search the wrong house or apartment, and all the wrong properties, and claim it was just a mistake. Note that a warrant can't be for a whole apartment building or floor—it has to be for a specific apartment room, or land if they do the wrong things, then correct them if they carry on then take the officer name and number down and report them for misconduct in public office thus you have been within the law to which they have not to which you can then hold them all accountable each one of them.

**Date:**

The date, month and year should not generally be older than two weeks. They can be served as long as a reasonable officer would expect to find the items listed in the warrant. Some judges have held that a particular warrant was valid even after a month or two or more this is false, but these were rare cases. For simplicity's sake, most police departments just make a rule for themselves about how many days the officers can wait before serving a search warrant—usually it's seven or ten days as they have 14days to do this in only.

**Signature:**

Both signature and name in full PRINT it's pretty unusual for a warrant to lack a judge's full name and signature but not a magistrate's signature is not valid as these are not a judge, but it could happen and does happen.

Warrants come in a wide variety of formats but all must abide by the law this means common law, and see how quickly you can spot the address, date, and signature full name in PRINT CAPS. (While you're looking for these items, imagine that you're standing in front of your door, with police officers breathing down your neck.) The address is hardest, so don't open the door but ask the POLICE to post the Warrant threw the post box so you can check it. because it's often in the middle of a paragraph, that they POLICE will keep stating to open the door. The date and signature with the full name printed of the judge will be at the end who signed the warrant then so as they can be held liable and accountable same as the Officer must make sure that they comply with the common law.

If you do find a flaw in the warrant, show it to the police and tell them that you "don't consent" to their coming in.

For example, you might say:

- This warrant is for a different address: it's for 1965 Montgomery St, and my house is 1966 Montgomery. i don't consent to your coming in.
- This house has apartments in it. Your warrant doesn't say whether it's for Unit A or Unit B, so it's no good. i don't consent to your coming in.
- This warrant is a month old or four months old. It's not valid any-more. i don't consent to your coming in.
- This warrant doesn't have a judge's signature and name printed, so it's not valid. i don't consent to your coming in.
- This is a laundry receipt, not a search warrant. i don't consent to your coming in.

Now, just because you point out a mistake in the warrant and withhold consent, that doesn't mean the officers won't come in and search. The police may decide to ignore your statements; or the warrant may, in fact, be valid. Your job is simply to create ammunition for your lawyer to defend you with later on, by showing that the police didn't "make an honest mistake" in relying on that warrant.

Record on your phone what the police say in response to your showing them the error in the warrant—especially if it's something like, "i don't give a shit what your address is." thus they have committed a crime then and are in misconduct of a public office as a public servants. There are other parts to a search warrant that may be relevant during the course of defending a criminal case, but they're not as useful while the police are right at your door.

For example, search warrants must specify what is being looked for and which parts of your home, vehicle, etc. can be searched. However, as you can see in the samples, search warrants usually have a whole long list of things to look for and places to look in. This gives the police plenty of room to manoeuvre. Nonetheless, you should make notes (written notes if possible, otherwise mental notes) about where the officers search and what they move. or recorded and video everything they do.

Normally, search warrants must be executed during daylight hours, unless the warrant includes specific permission for the officers to serve it at night.

While executing the search warrant, the officers are allowed to detain anyone who happens to be present.

The police can pat down the people they're detaining, but cannot search any of them more intrusively, unless the warrant specifies that particular not a person but a man or woman by name. However, it's not unusual for police who are searching pursuant to a warrant, to discover things that give them probable cause to arrest some or all of the people present—and once a suspects been arrested, the officers cannot search his/her clothing, body, etc unless a warrant is issued upon the man or woman and not a person.

Most searches are very destructive. Your property is likely to be thrown about and damaged. So after the police have gone, take three or four dozen photographs or video it as they do this this, of the place, before doing any clean-up. These may be useful in defending against criminal charges and/or in suing the police. Make sure you've got good enough lighting that the photos, videos will come out well.

If the police kick the door in and point guns at you, screaming, "Police! Down on the floor, nobody move," you can skip attempting to read the warrant, and instead just keep your hands in view and hold very still.

During a detention (as opposed to an arrest), the police are allowed to pat down the suspect, in order to protect themselves from hidden weapons. This search is limited to feeling the surface of clothing, and does not include emptying the suspects pockets or undressing the suspect, for this they need a real warrant.

A real warrant is issued under section 76 of the Magistrate's Courts Act 1980 - <https://www.legislation.gov.uk/ukpga/1980/43/section/76>

The Coat of Arms is always at the top left and It will always say "Note to the Defendant".

If you are shown a forged warrant: Everything is revoked. The moment a bailiff shows you a warrant that is a counterfeit, or looks like an amateurish effort to have thrown it together on a home computer - it revokes everything that follows as well as revoking the fees.

The use of fake warrants is commonplace for Council Tax and adding enforcement fees to official documents. The authority to enter premises is the court authority itself. A private company cannot grant itself that authority by making a document on a computer.

They fail to show you their alleged authority to enter premises and is in breach of paragraph 26 (1) (b) of Schedule 12 of the Tribunals, Courts and Enforcement's Act 2007. <https://www.legislation.gov.uk/ukpga/2007/15/schedule/12/paragraph/26>

You can now bring a legal action under paragraph 66 of Schedule 12 for the return of any property taken unlawfully by the bailiff.

A magistrate is a subspecies and not a real judge. Many courts and judges are now using false warrants and this is gross misconduct of public office those who imply this we will seek life in prison and no less that £50,000 compensations from the judge and each Officer that was involved.

Contact the court the alleged warrant is from. Send them a DSAR . It will come back that they have no record of it . Show that evidence to your employer and send council a notice asking them if they are attempting to trespass against you by way of fraud, and send with the evidence from the court.

The court will have no record. The debt collector will have what they believe is a real warrant but isn't. Warrants are produced by the council not the court which is a breach of Administration of Justice Act, Part V section 40. <https://www.legislation.gov.uk/ukpga/1970/31/section/40>



## HEREFORD CASE STUDY

A group from Herefordshire are challenging their local council. This is a screen shot taken in February 2023 with an update of their case against the council. They have served a Notice of Intended Prosecution.

Further to the Herefordshire Common Law leaflet:

Things have moved on: It seems that key council executives, including the 151 officer, have been served with a notice of intended prosecution if they do not come up with the information outlined on the flier within 28 days. I understand that this was delivered on Wednesday 1st February. Local MPs have also been notified ...

There also seems to be additional pressure arising from a magistrate's court hearing of nine cases. As far as I can gather, this hearing and the liability orders arising are void owing to circumstances that threaten to take this straight to the High Court.

One of the contentions of the HCL is that even the use of liability orders, for this purpose, has been unlawful since 2003, but that councils are still using them. If this is the case then that would be fraud. These liability orders have been used on thousands of occasions against the inhabitants of Herefordshire.



**TO:** Andrew Lovegrove and the board of Directors of Herefordshire Council  
**COPIES TO:** Jesse Norman MP and Bill Wiggan MP

**REF:** Notice of Intended Prosecution served on Andrew Lovegrove on behalf of the inhabitants of Herefordshire County

**Dear Board of Directors**

It is with great disappointment that I find myself in the position of having had to serve, today, on Andrew Lovegrove and the executive board of Directors of Herefordshire Council, a Notice of Intended Prosecution with regard to potential criminal activities pertaining to Fraud and Racketeering conducted in the issuance and collection of Council Tax.

We at Herefordshire Common Law have, over almost a year, attempted to engage the Council in dialog to answer questions related to the laws and statutes under which Council Tax is charged and enforced. However, we have consistently been met with a wall of silence combined with abusive threats and actions by yourselves and your enforcement agents, Bristow and Sutor. This has now gone beyond the point of civilised behaviour and we have been forced to seek redress through the Courts as the only remaining avenue available to compel you to do what is enshrined as a duty of transparency with regard to responding to communications with those who employ your services and pay your salaries, namely, the public.

Our consistent request we have made has simply been that you to inform us, in your opinion, of the laws and statutes that you believe give you the lawful or legal right to charge and enforce payment of Council Tax as an obligation, from the inhabitants of the County. In response there has been a refusal to provide this information and indeed, regardless that the process engaged was a lawful 'conditional acceptance' that if you provided proof of obligation to pay those charged would settle, in full, any liability that was confirmed in law.

Instead of providing the information, which is an obligation for Council officials to do, your various departments abused and mis-used the Courts in a number of ways that breach criminal jurisdiction, leaving us no other option other than to pursue criminal charges against all those responsible, hence the issuance of our Notice of Intended Prosecution which was served at your head office today.

The abuse you have engaged has been rife, and includes what appears to be manipulation of or collusion with the Courts, to the extent that the Constitutional separation of powers between the Executive and Judicial branches of government appear to have been seriously called into question, and the only method you have engaged has been to try and silence your questioners to the point of having myself unlawfully arrested and imprisoned for the act of daring to speak on behalf of 'summonsed residents' (for whom I had power of attorney) from whom you were attempting to extract money. Tomorrow I shall be in the Crown Court in Nottingham on the next stage of addressing this and challenging the behaviour of a judge who denied seven inhabitants their right to audience in what looks like a prearranged and agreed set-up. As consequence, and part of the criminal action we will take will be demanding of both the judge and of yourselves, full Discovery of all documents, communications and the minutes of meetings recorded, as well as any internal meetings held within the Council. You may rest assured that no stone will be left unturned and should it uncover any improper or illegal behaviour, we will be pressing for the maximum criminal penalties against those involved.

Our gloves have now been fully removed and you can expect revelations of your behaviour and tactics to be fully and publicly expressed in our public campaign to inform tax-payers of their lawful rights to refuse to pay Council tax until such time as you have provided proof of their obligation to do so.

We leave the door open for you to engage with us at any time during the next 28 days, following which we will only engage with you through the Courts.

Yours in honour  
**Herman-Austin**  
**Herefordshire Common Law**

**Attachment: served document**  
Notice of Intended Prosecution

Page of 1 6 **NOTICE OF INTENDED PROSECUTION For the attention of: Andrew Lovegrove** acting in the capacity of Section 151 Officer for Herefordshire County Council, and **Each and every member of the Executive Board of Directors of Herefordshire County Council** acting in their respective capacities for Herefordshire Council at: Plough Lane Hereford HR4 0LE **Service date:** February 1st. 2023 This **Notice of Intended Prosecution** is issued in accordance with the listed Statutory Duties **DCLG\_054:** requirement to ensure transparency - (**Local Government Act 1972 (LGA 1972). (Part VA)**) a statutory obligation of local government required to be adhered to by those in public service, **obligating a duty of accountability to those they serve. Introduction** During 2022 the executive management board of **Herefordshire Council** was challenged to verify the legality and lawfulness of the issuance of Council Tax to inhabitants of Herefordshire County and subsequent enforced collection. Herefordshire Council has a lawful obligation of transparency and a public duty of accountability to the inhabitants of Herefordshire County over many issues including tax, but despite the legitimate questions raised by the **Herefordshire Common Law Group**, with regard to providing **proof of obligation for County inhabitants to pay Council Tax**, Herefordshire Council knowingly and deliberately ignored its lawful obligation of accountability and, instead, set about a deliberate and calculated process of **harassment and abuse** as the means to coerce inhabitants into paying the tax, while refusing, in any substantive way, to respond to the legitimate and lawful requests to provide the information, provision of that information being the lawful obligation of an accountable public employee who is being paid from public funds. Page of 2 6 As a consequence the executive management board of Herefordshire Council has knowingly and deliberately engaged in actions pursuant to demanding money with menaces and has strayed beyond the boundaries of civilised behaviour into the criminal jurisdiction of Fraud, specifically obtaining money by deception, and Racketeering, given that a fraud committed serially by using the same methodology is referred to as Fraudulent Practice in law. Knowingly indulging in criminal activities is an extremely serious matter, and one that Herefordshire Council has, by default, admitted to have taken place as revealed under a process established through the issuance of Notices of Discovery, conducted on behalf of a member of the Herefordshire Common Law Group who was being systematically harassed for payment of Council Tax with no attempt by those accountable to provide the proof of obligation demanded under the legal Notices of Discovery served on the CFO for Herefordshire Council; a executive board member bearing unique responsibility, and personal liability, for each and every financial misdemeanour discovered under his tenure as described in the Local Government Act 1972, Section 151, as Herefordshire Council's Section 151 Officer. Andrew Lovegrove, acting in his capacity of Section 151 Officer for Herefordshire County, is hereby given twenty eight (28) days in which to provide written responses to specific questions, the answering of which has so far been avoided; failure to do so resulting, with no further notice, in the issuance of criminal proceedings to compel the Directors of Herefordshire County to appear in Court to provide under oath, under risk of perjury, answers to the serious legal issues raised by Herefordshire Common Law during 2022, in a public Court of record. This action is being taken on behalf of specific members of Herefordshire Common Law as well as all inhabitants of Herefordshire County who have been, or are, subject to Council Tax. In particular those who have at any time since 1992, received summonses for non-payment of Council Tax or, since October 1st 2003, received or had payment of Council tax enforced using a Liability Order, plus any Page of 3 6 inhabitants who have been threatened or received threatening letters or subsequent enforcement actions after presentation of documents that have been agreed not to exist. For the purposes of assisting expediency of your reply and to avoid wasting time we have already legally established, through a series of Notices of Discovery served on Andrew Lovegrove, acting in his capacity of Section 151 Officer for Herefordshire County, the following facts in Law, and having already been established in law, do not need to be addressed in your reply.. **LIST OF AGREED FACTS AND DATE OF AGREEMENT:** (25th August, 2022) **Notice of Clarification & Mutual Understanding** (General) **a)** The Inhabitant and the entitled person are separate entities in law. **b)** County Councils are responsible for discharging liabilities for inhabitants. **c)** The entitled person is a company in statutory jurisdiction. **d)** The entitled person may well be liable but the address the demand was sent to was incorrect, as the entitled person is the property of the Crown Corporation. **e)** Herefordshire Council is a company as defined in law. **f)** Andrew Lovegrove is vicariously liable for all financial irregularities under both the Local Government Act 1972, section 151 and the Consumer Protection Act 1987. (7th December, 2022) **Notice of Non-Response & Mutual Understanding** (Liability Orders) Andrew Lovegrove agrees that there is NO liability order issued by Kidderminster Court on 16th September 2022 as no copy of ANY liability order was received after the Notice of Discovery to him on 8th November 2022. Furthermore, no liability order or copy of a liability order has been received from Anne Shuker,

Hereford Justice Centre, or from District Judge Strongman, Kidderminster Magistrates Court or Page of 4 6 Richard James Sutor, Director of Bristow and Sutor, enforcement agents. All that was supplied was a memorandum of entry in a signed letter from DJ Strongman, on October 18th, 2022, stating that a Liability Order was granted on 16th September, but no Liability Order.

**SPECIFIC QUESTIONS TO BE ANSWERED** In order to be as clear as possible regarding the issues that must be addressed, it is required that Andrew Lovegrove, acting in the capacity as Section 151 Officer for Herefordshire Council, provide specific written answers to all the following questions, within twenty-eight (28) days of the service of this Notice of Intended Prosecution. Failure to do so will result, without further notification, in the issuance of private criminal prosecution against him and the executive directors of Herefordshire Council.

..... **QUESTION 1 Obligation to pay Council Tax;** What laws, statutes and Acts of Parliament are relied upon by Herefordshire Council to justify the issuance of Council Tax demands on inhabitants of Herefordshire County? • Provide a list and detailed explanation of where it is stated that the payment of Council Tax is an obligation within any statute, providing reference to the exact section and subsection that states such. ....

**QUESTION 2 Obligation of the County Council to discharge the liabilities of the inhabitants;** If the entitled person is indeed liable for the payment of council tax, how does Herefordshire County Council obfuscate its liability, under Section 79, subsection 2, of the 1888 Local Government Act, to discharge that liability on behalf of the inhabitants of the County of Herefordshire? • Again, provide a detailed explanation of where it is stated in any subsequent statutory act that postdates section 79 subsection 2 of the 1888 Local Government Act, that the payment of any liability Page of 5 6 of the entitled person does not have to be discharged by the Council of a County on behalf of the inhabitants of that County with reference to the exact section and subsection of any subsequent act that states such. ....

**QUESTION 3 RE: The issuance of summonses for non-payment of Council tax.** What are the laws, statutes, special exceptions or Acts of Parliament that sanction Court summonses being issued by Herefordshire Council, as opposed to by the Court; summonses, addressed and posted to entitled persons (companies), and not to inhabitants, being delivered unsigned and bearing no name, mark, stamp or insignia or seal of the Court, or of the Council, or signed by any responsible individual employed by the Court or the Council, for its issuance? • Specifically explain how this is considered to be legal and lawful practice with relation to Section 44 of the Companies Act 2006 and with Section 78 of the 1888 Local Government Act where the constitutional separation of powers under English Law is specifically referenced in relation to the restrictions of court powers regarding local government. ....

**QUESTION 4 RE: Engagement of externally contracted enforcement agents** What laws, statutes or special privileges are claimed to have been granted to the service corporation named Herefordshire Council that enables it to engage the services of 3rd-party enforcement agents or corporations that exempts both parties under GDPR regulations in relation to sharing private data without the creation of a Deed of Assignment or the issuance of a Notice of Assignment to the alleged debtor. • Specifically frame your reply with reference to the 1925 Law of Property Act, Section 136, and Section 196 (subsection 3) and the Data Protection Act 2018. Page of 6 6

**IN CONCLUSION** This Notice of Intended Prosecution is required to be responded to by providing detailed answers to ALL questions posted. Failure to comply with the demand WILL result in the issuance, with no further warning, of criminal proceedings against those notified in this document Your detailed reply must be forwarded to the Advocate and elected Common Law Justice of the Peace for Herefordshire Common Law, Herman-Austin, whose email contact details are known to you, on or before the final expiry date, the limit for that being twenty-eight (28) days following service. **IMPORTANT**

**SERVICE OF THIS DOCUMENT WILL BE MADE IN PHYSICAL FORMAT AT THE OFFICES OF HEREFORDSHIRE COUNCIL AS WELL AS IN ELECTRONIC FORMAT TO SPECIFIC BOARD EXECUTIVES OF HEREFORDSHIRE COUNCIL. ADDITIONALLY, ELECTRONIC COPIES WILL BE SENT TO ALEXANDER JESSE NORMAN, GOVERNMENT MINISTER OF STATE AND MEMBER OF PARLIAMENT FOR SOUTH HEREFORDSHIRE AND TO WILLIAM DAVID WIGGIN, MEMBER OF PARLIAMENT FOR HEREFORDSHIRE NORTH. For and on behalf of Herefordshire Common Law:**

## OTHER IDEAS FOR DEALING WITH COUNCILS

*copied and pasted from <http://council-tax-scam.blogspot.com/2019/05/inspirational-ideas-for-dealing-with.html>*

Since 1997 I have never paid a penny to the local company/Council in respect of Council Tax as there is no Law that requires good men and woman to do so. Sure there is the 1992 'Local Government Finance Act', but like all Acts this requires my informed-consent. Moreover, the aforementioned Act has no 'proclamation date' meaning it is fully invalid.

For the only reason I had to take on the local mafia is because I moved house and somehow they got hold of my names. The local mafia sent MR BROOKS documentation that was incorrectly addressed as the name and address was behind a see-through windowed-envelope, meaning the envelope its self was not correctly addressed, therefore not lawfully served.

I sent three of these articles back marked:

:MAIL-FRAUD:

:NO-CONTRACT:

:RECORDED-FOR-EVIDENCE:

The local mafia then passed the alleged debt and fake warrant onto the debt enforcement agents. I contacted these cowboys by telephone and it was agreed that they would pass the alleged debt back to the council as it was over 6 years old therefore 'Statute Barred'. I was careful not to give these crooks 'joinder' so when asked such questions as: what is your name? My reply was the name is, I was born on, and the postal address is... I give them just enough to pass DPA (Data Protection Act).

For the next stage I sent the Councils Corporate Complaints dept. A subject access request which they duly ignored. I then escalated the DSAR through the commissioner's office who got me a reply of sorts from the council; however the council claimed an exemption saying it was not in the public's interest to answer in full my questions.

The council then sent MR. BROOKS some: Glossed, [Boxed] Italicized, Double-Spaced and Underlined documents claiming that they were going to take deductions from MR. BROOKS's wages or benefits in relation to the alleged debt.

I asked them for a copy of the court warrant and all I got was a court list with over 250 cases on it, which was signed off by an unknown entity. Moreover, this list was from well over six years ago, meaning the alleged debt is barred, however the council believe they are exempt from the Statute Limitations Act, they are not!

Anyway I was told I could attend the Fines Court at the all-caps 'DUDLEY COURT HOUSE' to appeal it so I did, I took along the Perjury Act, Fraud Act and Local Government Finance Act: I also took the Black's Law Dictionary and both the Oxford and Chicago styles manuals.

I was ushered into a room, not a court, and some man in a suit was stood on a wooden box, I guess legally this lifts him out the room! Anyway, I handed him copies of all my previous correspondence and just left the Perjury and Fraud Act on the stand in full view. He looked like he was going to pass out!

Long story short after some-time he withdrew the alleged warrants and then said if I wanted to confirm that the address was a private dwelling, not a commercial property then I should pop along to the council.

I arrived at the Council and was met by their legal adviser who was clearly expecting me, I ran through the DSAR with her and both the Perjury and Fraud Act; she couldn't get out the room quick enough. Anyway she concurred that my home was private and agreed to update the councils records. She then applied a zero-rate-exemption onto the address. This will be confirmed in writing this week. As for my names, she agreed to remove the Mr. and only address me by my given-name; she also agreed to remove the commercial postcode. Furthermore, she booked me in with

Births, Deaths and Marriages to discuss the Birth Certificate and clarify what my name is lawfully 😊;)

As soon as I receive documents from the council showing the-exemption and zero balance I will upload them below this post.

Here's a copy of the DSAR:

For the claimant is writing to make a request for access to data pursuant to the Data Protection Act 2018 and the General Data Protection Regulations. Please note that 'Notice of Conditional Acceptance' that was hand served to your legal department on the :07~02~19: still stands, and thus far remains unrebutted and unanswered.

For the claimant wishes to make clear that he is not refusing to pay any lawful debt that he may owe, such as Council Tax, however the claimant does require that the following concerns and questions be answered in full.

Please provide the claimant with the following information:

1. Who or what is Dudley Metropolitan Borough Council?
2. For what purpose and reason have Dudley Metropolitan Borough Council been accessing, processing, storing and holding our data?
3. Please provide us with irrefutable evidence of proof of our explicit consent for Dudley Metropolitan Borough Council to access, process, store, hold and share our data.
4. In what Fiduciary capacity has Dudley Metropolitan Borough Council accessed, processed, stored, held and shared our data?
5. Provide us with a detailed list of;
  - a. Who has our data been shared with.
  - b. For what purpose, and the reason it has been shared.
  - c. In what fiduciary capacity was that person/s (company or individual) acting?
6. Please provide hard copies of all data that you have accessed, processed, stored, held and shared.
7. In addition, please note that Dudley Metropolitan Borough Council is required by law to provide irrefutable evidence of proof of claim/debt. What capacity Dudley Metropolitan Borough Council has to make a legal claim on that debt in the form of an appropriate executed Notice or Deed of Assignment and acceptance compliant with section 136 Law of Property Act 1925.
8. Provide irrefutable evidence of proof that our address: xxx has been a non-domestic dwelling from the years 2001 – 2019
9. Please provide the name of the dictionary that Dudley Metropolitan Borough Council use to define the meanings of the following words: Person, Occupier, Resident, Order, You, Must, Human, Bill, Statement, and Account.
10. Please provide us with the name of the Styles Manual that is used by Dudley Metropolitan Borough Council to format its documents.
11. Please clarify, why are some words on Dudley Metropolitan Borough Councils documentation are written/signed in ALL CAPITAL TEXT, is this word art, dog Latin, America sign language or Capitis Diminutio Maxima ? Moreover, is this ALL CAPITALIUSED TEXT a GLOSSA as defined by the Black's law Dictionary: Glossa viperina est quae corrodit viscera textus. In English: It is a poisonous gloss which corrupts the essence of the text.
12. Why are boxes placed around certain text, do the boxes break the continuation of the facts, jurisdiction? Moreover, does the [boxed off] text remove it text from the page?
13. Please also provide a copy of all Dudley Metropolitan Borough Councils financial accounts, showing how much money comes in and from where, how much goes out and where it goes; please give a full breakdown and report showing the percentage of funds that go to West Midlands Police in particular. Moreover, I require sight of the accounts for all trading names and derivatives of Dudley Metropolitan Borough Council.
14. Please clarify who owns the companies listed on the attached pages which are numbered 3.
15. Who grants the permission, power and authorization for these companies to make demands upon good men and woman?
16. Please clarify what law is being used to make demands for 'council tax'. If it is the Local Government Finance Act please provide us with evidence that our home is a commercial property and not a domestic dwelling. Moreover, as this is only an Act and not law, please provide details of our consent along and a copy of the proclamation for this Act. Furthermore, please provide us with

your company's definition of a 'person' as the above Act is only aimed at 'persons' not people I.E. living men and woman.

17. Why does DMBC hire a room in the building trading as DUDLEY COURT HOUSE and print off what looks very much like a summons?

18. Why is the name of the Justice of Peace on these articles a retired solicitor that no longer has any kind of licence to practice?

19. Why does DUDLEY COURT HOUSE have no recorded or copy of any of these so called warrants? (I have attached a copy of both the the Perjury and Fraud Act I strongly suggest that one' reads both.)

We require Dudley Metropolitan Borough Council to be aware at the outset that we expect a reply to our request within one month of the date of this letter, as required under Article 12, failing to do so will result in us forwarding our enquiry along with a letter of complaint to the Information Commissioner's Office (ICO).

It may be helpful for you to know that data protection law requires you to respond to a request for data within one calendar month. If you need any more data from me, or a fee, please let me know as soon as possible.

We advise Dudley Metropolitan Borough Council to take this request with the utmost of seriousness. If the ICO find that our data is/has been concealed or willfully refused it is a criminal offence and will be reported to Action Fraud.

If you do not normally deal with these requests, please pass this letter to your Data Protection Officer, or relevant staff member. If you need advice on dealing with this request, the Information Commissioner's Office can assist you. Its website [ico.org.uk](http://ico.org.uk) or it can be contacted on 0303 123 1113.

For the claimant hereby gives Sarah Norman fourteen (14) days to reply to this notice from the above date with a notice sent using recorded post and signed under full commercial liability and penalties of perjury, assuring and promising the claimant that all of the replies and details given to the above requests are true and without deception, fraud or mischief.

Please Note: the claimant wishes to deal with this matter in writing and the claimant does not give your organization or any of its agents the permission to make contact by telephone or face-to-face. Should you or any of your agents do so, I must warn you that the contact or calls could constitute 'harassment' and I may take action using the Harassment Act 1997.

Sarah Norman we look forward to your response

Yours sincerely by :Ryan: of the house Brooks.

:CLAIM-OF-A-LIVE-LIFE: attached.

Notice to Agent is Notice to Principal – Notice to Principal is Notice to Agent

No assured value, No liability. Errors & Omissions Excepted. All Rights Reserved.

Without recourse, non-assumpsit, and without prejudice.

PS - Would the Chief Executive Sarah Norman

of DMBC or any derivative of please clarify, and or rebut the following:

Maxims of Law -Volenti non fit injuria. There is no injury to one who consents.

Ignorance of the Law does not excuse misconduct in anyone, least of all a sworn officer of the law.

- A general appearance cures antecedent irregularity of process, a defective service, etc.

- Certain legal consequences are attached to the voluntary act of a person.

- The presence of the body cures the error in the name; the truth of the name cures an error in the description

- An error in the name is immaterial if the body is certain.

- An error in the name is nothing when there is certainty as to the person.

- The truth of the demonstration removes the error of the name.

- A fiction is a rule of law that assumes something which is or may be false as true.

- Where truth is, fiction of law does not exist.

- There is no fiction without law.

- Fictions arise from the law, and not law from fictions

- Fiction is against the truth, but it is to have truth.
- In a fiction of law, equity always subsists.
- A fiction of law injures no one.
- Fiction of law is wrongful if it works loss or injury to anyone.
- For the Appellations used by your company - Mr, Ms, Mrs or Miss are military titles Refer (Style manual) is thee claiming that i the man is in the military?
- Use of Surname (Byname)

Name, title or epithet added to a person's name.

For the use of the surname is a convention rather than a legal necessity, and the Surname is never formally bestowed on a person but acquired by reputation.

At common law an adult may assume any surname by using such name, and becoming known by it. A surname is not a matter of law but a matter of repute

- Surname / Family Name is Crown copyrighted

Is it illegal to use the 'Crown © legal name'?

- Family Name - by its own definition is incorrect unless i choose to be your franchised and/or bonded slave/servant.

By requesting the "Family Name" are you enticing me to be your slave/servant?

Use of Surname (Byname) Nomen / Cognomen

The use of surnames appears to be more a response to needs of state and church administration (the exchequer, legal transactions, tenants' rolls) than for purposes of self-identification.

The use of a surname is a convention rather than a legal necessity, and the surname is never formally bestowed on a person but acquired by reputation. In the most recent

- Family Name

family (noun) early 15c., "servants of a household," from Latin familia "family servants, domestics collectively, the servants in a household," thus also "members of a household, the estate, property; the household, including relatives and servants," abstract noun formed from famulus "servant, slave," which is of unknown origin.

The Latin word rarely appears in the sense "parents with their children," for which domus (see domestic (adj.)) was used. Derivatives of famulus include famula "serving woman, maid," famulanter "in the manner of a servant," famulitas "servitude," familiaris "of one's household, private," familiaricus "of household slaves," familiaritas "close friendship."

Black's Law Dictionary, 4th Edition, 1968, Page 727.

- Gender - Male/Female. Are we cattle or farmyard animals? Would not Man/Woman, or Boy/Girl be more fitting?

- People – Man/Woman, Persons – Artificial/Natural & Private.

For the Vatican created the "Person", it is not the living man, it is the rank in society, a military account holder. By consenting to hold any form of account, thee has agreed to act as the person and thus be deceived to serve the false GOD, and pay the accounts of Rome. For i the man, neither consent nor agree. For the 'legal person' is also the "vessel" in which the State has a security interest, via the Birth Bond. Upon reaching the full legal age, we become the Master, (Mr/ Mrs/Ms) of that "vessel" that has "gone to sea", and under the Admiralty Maritime jurisdiction, which is the "Law of the Sea" and the Cestui Que Vie Act 1666 (chapter 11 18 and 19 Cha 2) 'persons' are considered 'lost at sea' and can be salvaged. For i the man am not lost at sea, and i do not consent to being salvaged under any law and or jurisdiction.

- Person = Debtor = Trustee = Payer = Under Admiralty/Martial Law (Vatican)
- Surname capitalised = Ledger Account Holder (inc. address or part thereof in caps.)
- Man/Woman = Creditor = Beneficiary = Receives Benefits = Under Common Law/ Constitution. (Un)der the God, the Man has the dominion over the whole Earth and the contents. Question – Is this a ploy by you and/or your corporation to trick thee into being a Vatican account holder (person) and thereby losing our God-given creditor-status?
- Date-of-Birth/Berth ( D.O.B.)

For the 'Date Born' and the 'Date-of-Birth' seem to be different events. The Date Born – requires no further explanation, and the date-of-birth for the surname is the date born. Moreover the Date-of-Birth for the 'Court Christian' (uses Given name/s only) and is the date when the birth was registered. - Refer Black's Law Dictionary, 4th Edition, 1968, Page 472 under DATE.

- Postal Address - Delivery of the Postal Articles to the Street address and/or the Post Office Box is also deemed Military.

Residential Address - "Persons" have "Residency" with the State. For i the man "Sojourn".

- Postcodes are Military Divisions also used to discriminate for insurance purposes school funding, home loans etc., and to determine Centre Of Main Interest.



- Four Corners Rule

Anything inside a box or square brackets creates an implied "inner box" that is separated from the "outer box" grammatically and thus legally isolates the contents of the "inner box," - rendering what is in the "inner box" as mere reference or comment, but non-substantial to the outlying text of the contract in the "outer box".

- Four Corners Rule

The Use of Brackets and the Four Corners Rule - Featured Content

FOUR-CORNERS RULE. 1. The principle that a document's meaning is to be gathered from the entire document and not from its isolated parts. ... 2. The principle that no extraneous evidence should be used to interpret an unambiguous document.

Black's Law Dict. 8th Edition, Page 1941.

For the use of brackets on certain information on a form combines a grammar device with legal theory to legally isolate whatever is in the brackets from (thus, render it legally inapplicable and insubstantial to) the body of text within the surrounding contract.

Four Corners Rule (cont.)

For the legal theory of this comes from the Four Corners Rule in law: Under "four corners rule", intention of parties, especially that of grantor, is to be gathered from instrument as a whole and not from isolated parts thereof. Davis v. Andrews, Tex.Civ.App., 361 S.W.2d 419,423. (Black's Law Dictionary, 5th ed. p. 591)

- DOG-LATIN. The Latin of illiterate persons; Latin words put together on the English grammatical system. Black's Law Dictionary, 4th Edition, 1968, Page 569.

and/or -

- GLOSSA VIPERINA EST QUIE CORRODIT VISCERA TEXTUS. 11 Coke, 34. It is A poisonous gloss which corrupts the essence of the text.

and/or - Black's Law Dictionary, 4th Edition, 1968, Page 820.

- CAPITIS DIMINUTIO MAXIMA. The highest or most comprehensive loss of status.

This occurred when a man's condition was changed from one of freedom to one of bondage, when he became a slave. It swept away with it all rights of citizenship and all family rights.

and/or - Black's Law Dictionary 4th Edition, 1968, Page 264.

- Personation in general

Any person who, with intent to defraud any person, falsely represents himself or herself to be some other person, living or dead, real or fictitious, is guilty of an offence which, unless otherwise stated, is a misdemeanour, and the person is liable to imprisonment for 3 years

- People – Man/Woman, Persons, - Artificial, Natural & Private.

There is a common misinterpretation by people in general as to the difference between a man/woman, a person, an artificial person, a natural person, and a natural & private-person.

"JOHN HENRY DOE" is a corporate artificial person, a citizen, and a 'legal entity' created by the government as an agent/employee to collect revenue for the federal, state, and local governments and whose future earnings are pledged to these ruling corporation/s by tacit hypothecation.

An "entity" can also be called a "natural person" Refer Black's Law Dictionary, 4th Edition 1968, ARTIFICIAL

- PERSONS - Page 145, CORPORATION – Page 409, INDIVIDUAL- Page 913, PERSON – Page 1299,

The (State owned) full name "John Henry Doe" is a 'citizen', a 'resident', a 'natural person', a 'trustee' and 'usufruct', consenting to accept and cover all debts of the State administrator by the use of 'their' surname. As a 'slave' J.H.D. consents to enter private international contracts and forgo all rights to natural justice (Common Law and Human Rights). Date Born used as D.O.B Birth.

A representative in unlimited capacity as a driver, tax-payer, rate-payer, etc. (jobs ending in er/or).

The (Court Christian) Given name "John Henry", in basic English grammar, is a name styled in title (upper and lower) case and is indicative of a living, breathing, flesh and blood man, created by God and able to exercise all his God given inalienable rights and is the only correct true full name to use. It is not our property. It is a creation of government, subject to security and is copyright

- SIGN

To make any mark, as upon a document, in token of knowledge, approval, acceptance, or obligation.

- SIGNATURE. ... ... A "signature" may be written by hand, printed, stamped, typewritten, engraved, photographed, or cut from one instrument and attached to another, and a signature lithographed on an instrument by a party is sufficient for the purpose of signing it; it being immaterial with what kind of instrument a signature is made.

And whatever mark, symbol, or device one may choose to employ as representative of himself is sufficient.

Black's Law dictionary, 4th Edition, 1968, Page 1553.

• AUTOGRAPH. One's handwriting.

Black's Law Dictionary, 4th Edition, 1968, Page 169.

• ALLOGRAPH. A writing or signature made for a person by another; opposed to autograph.

Black's Law Dictionary, 4th Edition, 1968, Page 100.

• Underlined, Underscored, Italics, and Bold.

Underlined, underscored - has the same grammatical effect as Italics and/or bold.

Refer (Government) Style manual- For authors, editors and Printers.

• Italics means removed from the page, or text that belongs in the margin, or from another place. It has no jurisdiction with the original content – rendering separation. (Italics seem to be the 'language' of the Vatican.)

• Bold – Highlighted, up off the page, thus it is not on the page - rendering separation.

### VALUATION OFFICE AGENCY

Some people have managed to get a Qualified Exemption from Council Tax which means that their home has been removed from the register and documented as being exempt from council tax. See this example letter from the VOI following the FOI request from the council.



1. FOI the council for their accounts.

Freedom of Information request:

Q1 - I am writing to request a copy of the expenditure statement for the year 2021 to 2022. I would like the full transactional list of all of the expenses paid by the council. I do not require the profit and loss spreadsheet. I do not want to see percentages but itemised proof in pounds (£s) as to where the annual council tax is being spent.

Q2 - I would like to know if my council tax funds the Hampshire Police Service, Ambulance Service, waste collection and Schools.

Q3 - If the above services are being funded I would like to know the percentages for each.

When you read through the spreadsheets you will discover where the money is really being spent. Make a note of the payments you don't agree with or those that are not covered by the list of what the council says the money is being spent on as per the council tax bill.

2. Once you have gathered all of your evidence raise a complaint with the VOA about how your council tax is being spent.

Request to see the VOA annual accounts showing all outgoings.

Submit your letter to the VOA here: <https://www.gov.uk/contact-voa>

#### ADDITIONAL FOI REQUEST TO COUNCIL

In the public interest we are in need of information requested under the Freedom of Information Act 2000.

We are looking for information around levy, ratings and bandings for council tax.

1/ What is the difference between;

- A/ Chargeable Dwelling
- B/ Non-Domestic Property
- C/ Private Domestic Accommodation
- D/ Hereditament
- E/ Domicile

2/ Which one of the following has a levy attached to it in regards to council tax and the issuing of a 'bill'?

- A/ Chargeable Dwelling
- B/ Non-Domestic Property
- C/ Private Domestic Accommodation
- D/ Hereditament
- E/ Domicile

3/ Define the following?

- A/ Chargeable Dwelling
- B/ Non-Domestic Property
- C/ Private Domestic Accommodation
- D/ Hereditament
- E/ Domicile

4/ Which of the following is classed as a Commercial Business?

- A/ Chargeable Dwelling
- B/ Non-Domestic Property
- C/ Private Domestic Accommodation
- D/ Hereditament
- E/ Domicile

5/ Which of the following is classed as 'non-rateable'?

- A/ Chargeable Dwelling
- B/ Non-Domestic Property
- C/ Private Domestic Accommodation
- D/ Hereditament
- E/ Domicile

6/ What is the difference between a 'Bill' and a 'Demand'?

We are not seeking legal advice, only clarification as to where the authority to allow such practise comes from. We ask not to be vexatious, but ask because my own research shows that statute law permits courts themselves to issue a court summons, but makes it a criminal offence for anyone else to send paperwork that appears to be from a court, when it is not, otherwise such actions would be fraudulent in nature.

According to section 1 (1) of the Freedom Of Information Act 2000 you have 20 working days to respond to this request as from the date of this notice.

Sincerely

## **NOTICE PROCESS**

### **FREEDOM OF INFORMATION REQUEST**

Always write to a named individual. Do an FOI request to the council to acquire the following names for sending your notices:

- Section 151 Officer
- Financial Director / Chief Financial Officer
- Chief Executive Officer
- Monitoring Officer
- Head of Revenue
- Head of Legal Services / Senior Legal Council Executive / Chief Legal Officer
- Information Governance Manager / Data Protection Officer / Senior Data Controller

#### **1. DSAR**

The council needs to provide evidence of the obligation to pay or they are committing fraud. A Data Subject Access Request is a request for information. Include a Notice of Removal of Implied Right of Access, and a Data Notice to ask them to stop processing your data. Include DUNS number, company number, ICO registration number. Send Royal Mail First Class Signed For. Legal obligation to respond within 30 days.

#### **2. Notice of Conditional Acceptance**

You will pay provide certain conditions are met; these are your terms of contract. Never accept general privacy policy notices, their response must relate to your specific private data. Always Rebut. Ask on what grounds for refusal, seek clarification. Altar your DSAR questions.

#### **3. Notice of Opportunity to Cure**

This is a further request for full disclosure. Give them 7 days to correct errors/omissions.

4. Notice of Default  
List all of the points they have failed to address.
- or 3. Notice of Default & Opportunity to Cure
5. Notice of Complaint  
If they haven't responded in substance and on a point for point basis providing full disclosure, raise a formal internal complaint that they are concealing data and give them 7-14 days; also raise with ICO for investigation. Non compliance with a DSAR constitutes concealment, which is a very serious matter. It is a criminal offence pursuant to s.173 Data Protection Act 2018 and s.2 s.3 Fraud Act 2006. If the ICO pass judgement that DPA 2018, and GDPR is in violation made a claim for compensation. [www.ico.org.uk/make-a-complaint/](http://www.ico.org.uk/make-a-complaint/)
6. Letter Before Action (Claim)  
Give them 28 days to respond to the above. Compensation settlement out of court, or if no idea, move to File N1 claim at County Court or online; for data breaches causing distress. <https://www.citizensadvice.org.uk/law-and-courts/legal-system/small-claims/making-a-small-claim/>
7. Sworn Affidavit of Truth  
This gives them an opportunity to rebut. An un rebutted Affidavit stands as Truth in Commerce/ Law. Look at the one by David Ward. Take this to a court of Record and apply for a default judgement. You can also make a formal complaint to the Local Government Ombudsman.
8. File all the entire paperwork, including postal receipts from the post office to the Crown Court for a final judgement.
9. Get a summary default judgement in court.
10. Personal liability for the CEO/each of the directors is a start, the company can be listed as co-defendant in the claim. You could put in a few schedule estimated pro-rata or depending on the contract he had before and add time/legal fees, costs on top and emotional distress according to hourly rates.
11. Commercial Lien Process  
You've given due process to the debtor you're going after, but how do you collect on your claim? A lien is a claim or legal right against assets that are typically used as collateral to satisfy a debt. A lien is usually established by a creditor through a legal judgement. A lien serves to guarantee an underlying obligation, such as the repayment of a loan or failure to pay a financial claim. If the underlying obligation is not satisfied, the creditor may be able to seize the asset that is the subject of the lien.

## **LIEN NOTICE PROCESS**

Write up your complaint.

- 1 Notice of Interest
  - 2 Affidavit of Obligations
  - 3 Notice of Fault & Opportunity to Cure
  - 4 Certificate of Default
  - 5 Take the Lien to County Court.
  - 6 Follow the 8 part claim process under the civil procedures rules.
- Learn all about the Lien Process in the Paperwork section of the website  
[www.thesovereignproject.live](http://www.thesovereignproject.live)

## **EXAMPLE DOCUMENTS**

Do not use any of these examples as templates. Put them into your own words and give them your own power. If the council receive multiple copies of the same documents they won't take you seriously.

### **1. DSAR**

When we write a Data Subject Access Request we refer to The Data Protection Act 2018 regarding UK legislation and also GDPR. The General Data Protection Regulation (GDPR) is a European data protection and privacy directive adopted on 14 April 2016, being made enforceable from 25 May 2018, which gives us the right to have data erased.

Non compliance with a DSAR constitutes concealment. This is a very serious matter for whomever has decided to conceal your data and is actually treated as a criminal offence pursuant to s.173 Data Protection Act 2018 and s.2 s.3 Fraud Act 2006.

Banks, debt collection agents and their legal agents alike, conceal data as a matter of course, contrary to their obligations or the pertinent directives or legislation.

If you have sent a DSAR which has not been complied with you are within your rights to bring a claim against the data controller or processor of your data.

Escalate to ICO <https://ico.org.uk>

Send a brief chronology of events, DSAR dates etc and write a Letter Before Claim.

Following non compliance with the LBC, a claim may be issued in the CCMCC for between £2,500 and £3,500 dependent upon the level of breach.

County Court Money Claims Centre (CCMCC)  
PO Box 527  
Salford  
M5 0BY  
t: 0300 123 1372  
f: 0161 743 4023  
e: [ccmcccustomerenquiries@hmcts.gsi.gov.uk](mailto:ccmcccustomerenquiries@hmcts.gsi.gov.uk)  
e-filing enquiries: [ccmcce-filing@hmcts.gsi.gov.uk](mailto:ccmcce-filing@hmcts.gsi.gov.uk)  
<https://www.gov.uk/make-court-claim-for-money>  
**Standard Data Subject Access Request**

Your Address

Date

INSERT THE INFORMATION REQUIRED IN RED AND THEN CHANGE TO BLUE.  
REMOVE THE DIRECTIONS IN RED  
SEND BY POST AND EMAIL.

Mr/Mrs/Ms Firstname Lastname  
Data Protection Officer  
Company  
Address

Office Found  
Your Ref: INSERT YOUR REFERENCE NUMBER  
ICO Reg Number: XXXX

### **Specific Data Subject Access Request**

If you do not normally deal with these requests, please pass this letter to your Data Protection Officer, or relevant staff member.

I am writing to formally make a 'Subject Access Request' for a copy of the information that COMPANY hold about me regarding XXX, which I am entitled under the General Data Protection Regulation 2018.

I require the following personal data:

- confirmation that you are processing my personal data;
- a copy of my personal data;

- the purposes of your processing;
- the categories of personal data concerned;
- the recipients or categories of recipient you disclose my personal data to;
- your retention period for storing my personal data or, where this is not possible, your criteria for determining how long you will store it;
  
- Confirmation of the existence of my right to request rectification, erasure or restriction or to object to such processing;
- confirmation of my right to lodge a complaint with the ICO or another supervisory authority;
- information about the source of the data, where it was not obtained directly from me;
- the existence of any automated decision-making (including profiling); and
- the safeguards you provide if you transfer my personal data to a third country or international organisation.
  
- please provide the mapping management process involved in the data usage;
- include the regulatory compliance process used to ensure sufficient governance is in place ;
- include the same for any third parties you provide access to my data;
- include what your legal reason for holding such data, and any data you do not have a legal reason to hold, please delete and provide necessary regulatory requirements to evidence the deletion of said data.

Should you fail to address all of our questions and choose not to provide any of the requested information, you will therefore be in breach of the Data Protection Act 1998/2018 (DPA) and the General Data Protection Regulation 2018 (GDPR).

You are advised that within 30 days of receiving our DSAR, you must answer that:

- (a) you have complied with the provisions of this notice in full; or
- (b) you have complied with the provisions of this notice in part, stating which parts; and
- (c) as to the parts not so complied with, your reasons for not doing so, including evidence that you can substantiate.

We respectfully advise that failure to fully comply with our Data Subject Access Request within one calendar month (31 days) may be construed as concealment, which may constitute an offence pursuant to section 173 (3) of the Data Protection Act 2018, which states it is an offence to alter, deface, block, erase, destroy, or conceal information with the intention of preventing disclosure.

Pursuant to the Civil Procedure Rules 1998, Part 31: Disclosure and Inspection of Documents, COMPANY has a duty to disclose all documents relevant to our case to us for inspection. This is including but not limited to providing: all of the material evidence to support your claim in the form of an Affidavit.

We may also forward a copy of this notice along with a complaint notice to the Information Commissioner's Office.

Should Congestion Charging / Transport for London require any advice on dealing with our request the ICO can assist you at [www.ico.org.uk](http://www.ico.org.uk) or contact them on 0303 123 1113.

Yours sincerely

Under the General Data Protection Regulation 2018 - **They should respond within one-month period**. If the request is complex they should advise that they will require a further two months (Article 12(3) GDPR). **If you have not had a full response in 3 months**, then you could file a complaint with the Information Commissioners Officer, who has the authority to issue large fines for non compliance.

If they ask for I.D. in response to the request - send it to them

## **ADDITIONAL EXAMPLE DSAR QUESTIONS**

Use a DSAR to ask questions relating you your specific data, not general questions.

The original copy of our agreement or contract showing that we have agreed to make payments to xyz council. If this is not possible explain why.

A full statement of accounting including every payment made to xyz council.

The name of the man or woman sending us this council tax bill?

Provide the evidence of our explicit consent for xyz council to access, process, store and share our personal data as a private company operating in commerce?

Provide the evidence of equitable consideration in the provision of services to this dwelling.

Proof that we are a person and liable to pay a non-domestic levy.

Proof that we are a registered corporation.

Proof that you have our consent/agreement to be taxed and fined.

Provide an itemisation of the services actually rendered to our property

Under article 22 GDPR we have the right not to be subject to a decision based solely on automated processing. How are you compliant with Article 22 GDPR in this regard?

Provide an itemised Bill, compliant with the Value Added Tax Regulations 1995, Part 3.

In what fiduciary capacity, and for what specific purpose have xyz council and others, accessed, processed, shared, and stored our specific data?

Provide confirmation upon with which persons our data has been shared, for what specific purpose and in what specific capacity has the information been received and processed.

Provide confirmation (in writing) upon our express consent or any agreement you assume we have with you, allowing you access to process and store our specific data and information.

Provide full disclosure on who created this account on our behalf without our permission.

Provide an invoice that follows the guidelines in the Bills of Exchange Act.

Provide full disclosure of the fiduciary capacity you Firstname Lastname are operating under in this matter.

Provide full disclosure of the fiduciary capacity XYZ COUNCIL are operating under in this matter.

Provide full disclosure of the fiduciary capacity you Firstname Lastname are accessing and processing our private data.

Provide full disclosure of the fiduciary capacity XYZ COUNCIL are accessing and processing our private data.

Provide full disclosure of the jurisdiction you Firstname Lastname intend to operate under in this matter.



Provide full disclosure of the jurisdiction XYZ COUNCIL intend to operate under in this matter.

Provide evidence that a sum certain has been demanded for payment.

Provide the reason, purpose and in what fiduciary capacity XYZ DISTRICT COUNCIL are accessing, processing, using, storing, and sharing our specific data.

Provide evidence as to which companies XYZ DISTRICT COUNCIL has shared our data and for what specific purpose.

Provide the evidence that XYZ DISTRICT COUNCIL has obtained our express consent to share, process, access, use, or store our specific data.

Provide evidence for any agreement proving that the payment of Council Tax to XYZ DISTRICT COUNCIL has been consented to by us.

Provide evidence for any obligation that the payment of Council Tax to XYZ DISTRICT COUNCIL is compulsory upon us.

Provide evidence for valuable consideration from XYZ DISTRICT COUNCIL for the alleged debt. Provide a full and valid VAT invoice compliant with the Value Added Tax Regulations 1995 (Part III) specific to the alleged account, confirmation of your company number, and VAT registration number.

Proof of claim: provide evidence of a valid, lawful contract between XYZ DISTRICT COUNCIL and us showing, offer, acceptance, and consideration with wet ink signatures between all parties. Provide full disclosure on who created the alleged account on our behalf.

Provide a True Bill that complies with the Bills of Exchanges Act 1882 which details how a bill for a charge should be formulated.

Provide evidence that XYZ DISTRICT COUNCIL has given full disclosure (as required by common law) in relation to the services being offered and that these have been accepted by us for the value stated.

The Local Government Finance Act 1988/1992 does indeed 'set out the legal ability to administer and collect Non-Domestic Rates and Council Tax respectively', however, it doesn't say that I :firstname: a wo/man am required to pay.

Provide the proof that there is an obligation for I :firstname: a wo/man to acknowledge, believe, or adhere to written instruments such as Statutes, Acts, or Legislation authored by other men and women acting as public servants.

Provide the proof that I :firstname: a wo/man am the property of the public servants who authored the foregoing written instruments.

Provide the proof that I :firstname: a wo/man have the obligation to contract with the author of these documents or anyone accepting liability for these false statements.

Provide proof of the legal or equitable obligation for I :firstname: a wo/man to make payments to any Council under the Local Government and Finance Act 1992.

The legislation states that 'persons' and 'residents' or 'owners' are required to pay Council Tax. Provide the proof that I :firstname: a wo/man am a 'person', 'resident', or 'owner'.

## **2. Notice of Conditional Acceptance**

The strategy for council tax is make a conditional offer to pay if they can provide the proof to back up your questions or statements. Additional things you can add include provide the evidence:

1. That they are not trading insolvent
2. That they do not hold a DUNS number (ie are not a for profit company)
3. That they have no LOBO loans
4. That they issue you an invoice as per the Bills of Exchange Act
5. That they do not return any of their monies to central government.

All of the councils are for profit registered companies, so they are unfit to govern.

All of them have LOBO loans which are illegal for government bodies.

All of them are technically trading insolvent .

Most of them return money to the central government, sometimes up to 80% of collections.

None of them will issue a proper invoice.

So in essence, you would be asking for legally prescribed provisions, which they cannot supply without lying to you or without admitting they are frauds.

## **EXAMPLE FOI REQUEST**

Submit an FOI Request for general information.

Provide evidence that XYZ DISTRICT COUNCIL does not have to adhere to the Bills of Exchanges Act 1882.

The burden of proof is on XYZ DISTRICT COUNCIL to prove that payment to their private company is mandatory by men and women.

Provide the proof that the Local Government Finance Act 1992 states that payment is obligatory or compulsory for men and women.

Provide evidence that the Local Government Finance Act 1992 states that payment of Council Tax is mandatory.

Under what specific law is there an obligation to pay council tax?

Under which specific law is the payment of council tax compulsory?

Since regulations underpin a law; under what specific law does the Council Tax (Administration and Enforcement) Regulations 1992 sit.

When were these laws voted into law by Parliament?

Confirm your Dunn & Bradstreet number.

Confirm your VAT number.

Confirm your registration number with Companies House.

Under what authority can a for profit corporation with a Dunn & Bradstreet number raise a tax?

We require actual full profit and loss accounting in respect of all of the following:

- All pension funds and ALL investments using the proceeds of Council Tax.
- Enforcing tax liabilities and charges including court charges minus appeals and damages incurred.
- Enforcing any and all policies of xyz council upon the local community.
- Enforcing evictions for non-payment of tax/arrears upon the local community.
- Any and all remunerations paid into the pension funds from Council tax payments to any and all senior officers of the council.

What "Specific" act of parliament, does your "regulatory" powers exist under?

Provide full disclosure of the language you will be conducting commerce in; plain layman's English is the only acceptable language for mutual acceptance of contract.

Provide evidence that you Firstname Lastname are exempt from The Data Protection Act.

Provide evidence that the private for-profit corporation of XYZ COUNCIL are exempt from The Data Protection Act.

Provide evidence that you Firstname Lastname are exempt from section 40 of The Administration of Justice Act 1970.

Provide evidence that the private for-profit corporation of XYZ COUNCIL are exempt from section 40 of The Administration of Justice Act 1970.

How has the amount for a fair, just and reasonable voluntary contribution to actual council services rendered been calculated?

Provide the evidence that:

1. xyz council is not trading insolvent
2. xyz council does not hold a DUNS number (ie are not a for profit company)
3. xyz council does not hold LOBO loans
5. That they do not return any of their monies to central government.

Please consider your reply as perjury is a serious offence. A simple yes/no will do.

## NOTES

All of the councils are for profit registered companies, so they are unfit to govern.

All of them have LOBO loans which are illegal for government bodies.

All of them are technically trading insolvent .

Most of them return money to the central government, sometimes up to 80% of collections.

None of them will issue a proper invoice.

So in essence, you would be asking for legally prescribed provisions, which they cannot supply without lying to you or without admitting they are frauds.

## EXAMPLE DSAR

Time sensitive document. Estoppel conditions apply.

c/o address only: non-liability:  
In the Matter of:  
:firstname: surname (us, our, we)  
Address line 1  
Address line 2  
Town  
County  
[XX33 3YY]

XX, month, YEAR

Respondent:  
Name  
The Data Protection Officer  
Council  
address  
[postcode]

D-U-N-S® Number:

Your Alleged Payment Ref No: xxx

Private and Confidential

Office Found

Notice-to-Principal-is-Notice-to-Agent, Notice-to-Agent-is-Notice-to-Principal

Data Subject Access Request

This is not a letter; do not treat it as such. It is a lawful notice, served under the doctrine of notices if you are in any way unsure of its meaning we strongly recommend you seek advice from your legal department. Any failure to respond to this lawful notice without full and complete non-misleading disclosure shall be deemed as full acceptance of guilt, no lawful substance, and your claim to be unverified and unlawful, and full acceptance of liability for any and all costs/judgment in full should you wish to proceed.

The use of a postcode in our address is not to be taken as acceptance or obligation of contract, and is only to be used in connection with geographic location and not corporate association.

It shall be assumed that you are well aware of your lawful and legal obligations pertaining to The Data Protection Act (DPA) 1998/2018 and the General Data Protection Regulation (GDPR) 2018. Pursuant to article 21/recital 69 of the General Data Protection Regulation (GDPR) 2018, we require you to provide a full and compliant response to our specific Data Subject Access Request.

We require data and information as follows:

1. Provide the reason, purpose and in what fiduciary capacity x council are accessing, processing, using, storing, and sharing our specific data.
2. Provide evidence as to which companies x council has shared our data and for what specific purpose.
3. Provide the evidence that x council has obtained our express consent to share, process, access, use, or store our specific data.
4. Provide evidence that the Local Government Finance Act 1992 states that payment of council tax is mandatory.
5. Provide evidence for any agreement proving that the payment of council tax to x council has been consented to by us.
6. Provide evidence for any obligation that the payment of council tax to x council is compulsory upon us.
7. Provide evidence for valuable consideration from x council for the alleged debt.
8. Provide a full and valid VAT invoice compliant with the Value Added tax Regulations 1995 (Part III) specific to the alleged account, confirmation of your company number, and VAT registration number.
9. Proof of claim: provide evidence of a valid, lawful contract between x council and us showing, offer, acceptance, and consideration with wet signatures between all parties.
10. Provide full disclosure on who created the alleged account on our behalf.
11. Provide a True Bill that complies with the Bills of Exchanges Act 1882 which details how a bill for a charge should be formulated.
12. Provide evidence that x council does not have to adhere to the Bills of Exchanges Act 1882.

13. Provide evidence that x council has given full disclosure (as required by common law) in relation to the services being offered and that these have been accepted by us for the value stated.

We respectfully advise that failure to fully comply with our Data Subject Access Request within one calendar month (31 days) may be construed as concealment, which may constitute an offence pursuant to section 173 (3) of the Data Protection Act 2018, which states it is a criminal offence to alter, deface, block, erase, destroy, or conceal information with the intention of preventing disclosure.

Without ill-will, vexation, or frivolity, without prejudice, without recourse, non-assumpsit, all mistakes accepted.

*By:*  
*AUTOGRAPH IN PURPLE INK :Firstname-middlename: of the family Lastname.*  
*write 'all rights reserved' underneath the autograph so it is touching*  
*Thumb print covering the autograph to the right in blue or purple.*

By: sovereign :Firstname-middlename: of the family Lastname.  
Secured Party Creditor UCC1-308  
Owner FIRSTNAME LASTNAME LIMITED 12345678  
Principal of/for MS FIRSTNAME LASTNAME and any/all Derivatives thereof

Witness: the father, son and holy ghost.

### **General DSAR Template Letter for All Corporations**

I am writing to formally make a 'Subject Access Request' for a copy of information that you hold about me which I am entitled under the General Data Protection Regulation 2018.

You can identify my records using the following information:

Full name:

Address:

Please supply me the data about me that I am entitled to under the data protection law including:

- confirmation that you are processing my personal data;
- a copy of my personal data;
- the purposes of your processing;
- the categories of personal data concerned;
- the recipients or categories of recipient you disclose my personal data to;
- your retention period for storing my personal data or, where this is not possible, your criteria for determining how long you will store it;
  
- Confirmation of the existence of my right to request rectification, erasure or restriction or to object to such processing;
- confirmation of my right to lodge a complaint with the ICO or another supervisory authority;
- information about the source of the data, where it was not obtained directly from me;
- the existence of any automated decision-making (including profiling); and
- the safeguards you provide if you transfer my personal data to a third country or international organisation.
  
- please provide the mapping management process involved in the data usage;
- include the regulatory compliance process used to ensure sufficient governance is in place ;
- include the same for any third parties you provide access to my data;
- include what your legal reason for holding such data, and any data you do not have a legal reason to hold, please delete and provide necessary regulatory requirements to evidence the deletion of said data.

I look forward to receiving your response to this request for data within one calendar month, per the General Data Protection Regulation. If you do not normally deal with these requests, please pass this letter to your Data Protection Officer, or relevant staff member.

## **AFTER SENDING THE DSAR**

1. Send a Notice of Conditional Acceptance. We conditionally accept their offer to pay council tax upon proof of claim (they must prove a number of points) – if they fail to prove each individual point, we withhold payment.
2. When they send a summons (It's only an invitation to attend their place of business) we send a DSAR to the Court and a Notice of Conditional Acceptance to the council.
3. When they send a "NOTICE OF LIABILITY ORDER" we write back and send them a "NOTICE OF REBUTTAL" and "NOTICE OF REQUEST FOR TRUE AND ORIGINAL COPY OF COURT LIABILITY ORDER" which of course must meet the requirements as stated previously.
4. They then send in the bailiffs whom we serve with the Three Notice Process and issue them with our bills for attending (we also video them and put them on internet video outlets such as <http://www.metacafe.com/>).
5. Eventually the bailiffs get bored with that game and hand the case back to the council.
6. The council eventually send a letter telling you they will send you to court "for committal to prison" proceedings.
7. We then send them a letter which basically says this ...

"If you plan to present the matter before a criminal court and if you will rely on the alleged liability order to support your case then due process and the law dictates that you **MUST** send a copy of the **TRUE** and **ORIGINAL LIABILITY ORDER** to me. The **LIABILITY ORDER** must bear all the correct attributes (signature & royal identifier).

The law concerning disclosure dictates that you (the council) are required to do this at least 14 days before the hearing. Therefore, if you plan to rely on this document we will tell the court that you have withheld it vexatiously from the beginning. Therefore, in this matter, the valuable time of the court will be wasted because you (the council) are required to disclose it 14 days before the hearing. You will have no problem sending it to me now. Will you?"

Normally at this point ... the council go away because you have backed them into a corner lawfully.

## **Court of Appeal rejects legal duty for council tax purposes to disclose fact of residence**

**April 7, 2019**

No legal duty exists that requires a resident to notify a council of their residence at a particular address for council tax purposes, the Court of Appeal has ruled.

Judges said the case would "clearly potentially have implications for other cases in the context of local government finance and payment of council tax".

The case arose when an anonymised defendant told Hertsmere Borough Council that she had moved out of one address but was believed to still be living there, possibly with a tenant.

Hertsmere alleged that there had been a false representation designed to avoid payment by her of the full amount of council tax by misusing a single person's discount.

It prosecuted her on several counts, one of which was fraud by failing to disclose, contrary to sections 1 and 3 of the Fraud Act 2006, that she lived at the original address "which you were under a legal duty to disclose, intending to make a gain for yourself or a loss to another, namely by avoiding to have (sic) to pay council tax."

When the case reached the Crown Court the judge was surprised to find there appeared to be no such legal duty and allowed the prosecution more time to find one, a search that proved fruitless.

The Court of Appeal noted a passage of the Crown Court judgment: “The prosecution in short say that it is obvious that there is such a legal duty, that it is ludicrous to contend otherwise. Every household, they say, has an obligation to tell the local authority if they are residing in a property otherwise how would any local authority have the necessary information to collect council tax?”

“As I said...during argument, it would surely be a great surprise to everybody if there was no legal duty to give a local authority that information. I remain surprised that I have not been taken to a provision or a document evidencing such a duty. The fact is, however, that I have not been.”

In *D, R. v* (Rev 1 (<http://www.bailii.org/ew/cases/EWCA/Crim/2019/209.html>)) [2019] EWCA Crim 209 Davis LJ said: “We can see no real answer to the reasoning and conclusion of the Crown Court judge.”

He said the defendant appeared liable to pay council tax and Hertsmere could seek civil recovery if she did not.

“But that cannot of itself, as we see it, connote that she was obliged in law to notify the council of her continued residence,” David LJ said.

“The fact is, as we have said, that such a provision simply is not there, either within the primary legislation or in subordinate legislation made pursuant to the provisions of the 1992 Act itself.”

David LJ said it could not be implied that the duty was created by legislation and that Hertsmere had “struggled to identify the precise form of wording which...should statutorily be implied”.

Extending such a duty to all those liable to council tax would affect “potentially an enormous class of people”.

If this interpretation were correct “was there then a large department at Hertsmere Borough Council devoted to dealing with the doubtless many hundreds of notifications from persons moving into the area of their council in the course of any month? We got the impression that there was no such department at all,” the appeal judges said.

Despite the absence of any duty to notify, councils still had a number of remedies in civil recovery and enforcement and criminal sanctions where fraud was involved, he said.

## **NON COMPLIANCE WITH A DSAR CLAIM PROCESS**

### **Step 1 - DSAR**

- Find out the name of the Data Protection Officer
- Address it to them
- Send by Royal Mail Signed For and keep the tracking number
- The questions need to be about your specific data; general questions are a Freedom of Information Request (FOIR).
- Send a copy of one of their bills/statements as proof of address.
- Send a copy of your Drivers Licence with the number redacted.
- Give them 30 days to respond.

### **Step 2 - Follow Up**

- After 20 days if they haven't replied, remind them about your DSAR.

### **Step 3 - Notice of Non-Compliance**

- The DPO is acting in a fiduciary capacity under statutory duty. They hold an independent position so that they can protect our data.
- Their duty is to us and they are bound by statute to act in accordance with DPA and GDPR.
- If they haven't responded in full on a point for point basis, or if they haven't responded at all, send a Notice of Non-Compliance and give them seven days.
- Include the dates and tracking numbers of all of your previous correspondence and what they have sent to you.
- Say why it is unacceptable.
- Give them seven days to respond.

#### **Step 4 - ICO Complaint**

- <https://ico.org.uk/make-a-complaint/data-protection-complaints/personal-information-complaint/>
- Focus on the data breaches, be specific, say that you did not ask unreasonable requests.

#### **Step 5 - Notice Before Claim**

- Make a claim against the corporation/company using your legal fiction so you are contracting legal entity with legal entity.
- Cause of action is non compliance with a DSAR which is a criminal offence under section 173, subsection 3, of the Data Protection Act 2018. <https://www.legislation.gov.uk/ukpga/2018/12/section/173>
- List all the dates and correspondence.
- You have caused me considerable alarm, stress, distress, and inconvenience in relation to how you have handled my data to date.
- To settle this matter outside of court I'm offering you the opportunity to pay me damages of £x within the next 14 days.
- If we receive no response a claim will be made for compensation at a County Court.
- Give them 14 days to respond.

#### **Step 6 - Affidavit**

Write a timeline of exactly what happened according to your first hand experience. Be 100% truthful and do not embellish anything. Include all supporting evidence for your case.

When creating an affidavit you are writing under the penalty of perjury: this is what makes it so powerful. Do not make any statements you cannot prove.

Simply explain the wrong they have done unto you, and then you claim your damages for time, stress, distress, and inconvenience.

Get the affidavit sworn and signed by a commissioner of oaths at a local solicitors office for around £5.

You then give them 30 days to rebut it - they need to do this point for point, they cannot just send a letter in saying that this didn't happen. You can also explain to them that you will remove any of the points they can prove to be incorrect.

#### **Step 6 - N1 Claim**

- Fill in an N1 claim form and submit to the County Court Money Claims Centre online.
- <https://www.gov.uk/make-court-claim-for-money>
- We are submitting an N1 claim because we are claiming monetary compensation for damages under statutory provisions ie the Data Protection Act.
- This is an Admiralty/Maritime jurisdiction so you will be using your straw man as an implied corporation to file the claim against another corporation.
- Cut and paste your affidavit.
- Keep it simple: facts and the law. Evidence the breach of data. Include original DSAR, follow up notices for non compliance, ICO confirmation, Notice Before Claim, Affidavit.

#### **The Data Protection Act**

We always start any process with a request for the name of the Data Protection Officer. You can send a Freedom of Information request to the council, but for other companies you will need to phone them or do a chat with them to ask. Often they will try to fob you off with a generic customer service email address - be persistent and insist on the name and postal address of the DPO.

Sometimes they are listed on the ICO website. Go here <https://ico.org.uk/about-the-ico/what-we-do/register-of-fee-payers/> to do a search of listed Data Controllers.



The DPO is your fiduciary who is in a position of trust, looking after your data on behalf of the organisation for whom they work. It is their role to sit between you and the organisation so that they act in your best interests and not in the interests of the company. Should they breach this trust by not sending the data you request we must hold them to account by making a complaint to the ICO and making a claim for a court order forcing the company to release the information or for financial compensation.

Started by printing and reading a hard copy of the DPA. <https://www.legislation.gov.uk/ukpga/2018/12/contents/enacted>.

Here are the key points for the case with the council:

The Claimant has the right to access personal data, have it erased, or stop the processing of data pursuant to the Data Protection Act 2018.

Pursuant to section 2 (1) (b), The Claimant (the Data Subject) sent the Defendant (the Data Controller) X Data Subject Access Requests (DSARs) in January 202?.

Section 45 (1) and (2) - failed to provide access to the personal data and the information set out in subsection 2.

If they decided to restrict the rights of the Claimant they should have done so in compliance with Section 45 (5), which they did not.

Section 48 (1) and (2) - the Defendant ignored our request to cease and desist processing our data and did not prove legitimacy to continue to process our data.

The First Data Protection principle - they did not demonstrate that their processing of my data was lawful by proving that they met one of the conditions in Schedule 9.

Section 93 (a), (b), (c), (d), (e), (f) - letters did not cover any of those required points.

The Defendant has committed an offence pursuant to Section 173 (3).

ICO states: *'If an individual suffers damage or distress because you have infringed their data protection rights – including by failing to comply with a SAR – they are entitled to claim compensation from you'*.<sup>17</sup>

The ICO cannot award compensation so they advise individuals that: *'under data protection law, you are entitled to take your case to court to ... claim compensation for any damage caused by any organisation if they have broken data protection law, including any distress you may have suffered'*<sup>18</sup>. The Claimant is making this claim with the county court pursuant to Section 180, which states that it is the correct jurisdiction for such claims.

The ICO state that *'... it is a criminal offence to ... block ... or conceal information with the intention of preventing disclosure of all or part of the information a person making a SAR would have been entitled to receive'*<sup>19</sup>. On summary conviction the Defendant may be subject to a fine pursuant to Section 196 or prosecution pursuant to Section 197.

The Claimant is seeking financial compensation for the contravention of the UK GDPR pursuant to Section 168 because the Defendant blocked and concealed information by not providing the

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<sup>17</sup> <https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/right-of-access/can-the-right-of-access-be-enforced/>

<sup>18</sup> <https://ico.org.uk/for-the-public/data-protection-and-journalism/taking-your-case-to-court-and-claiming-compensation/>

<sup>19</sup> <https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/right-of-access/can-the-right-of-access-be-enforced/>

requested information and did not provide a reasonable excuse to have not provided the requested information within the obligated time of one month.

You can also go here for further information on DPA/GDPR: <https://thepeopleslawyeruk.com/freeresources/>

## EXAMPLE ATTACHMENT OF EARNINGS LETTER TO EMPLOYER

Attachment of Earnings

Sharing this again due to popular demand (needs to be amended to suit, use the whole thing, use just bits

of it, or use it and add to it... but most of all use your initiative)!

Strictly Private and Confidential.

Date:

Re: (Alleged) Attachment of Earnings Order

Dear (name) in the position of (.....) for (Company name),

We are writing to you regarding a document that was sent to Mrs ..... at the above address dated

(.....). The document has been placed on file pending future Legal proceedings.

Whilst the foregoing document purports to be an "Attachment of Earnings Order", we have some serious

concerns about its validity. We are in fact perplexed by the ambiguous claims made in the document sent

on behalf of ..... Council, all of which are unsupported by any physical presentable material

evidence; meaning these claims are fraudulent in nature and are therefore Chargeable Criminal Offences.

We note that there is no named individual at the bottom of the document. The action of there being no

name on the document means that no living man or woman has taken legal responsibility for the content

of the document sent on behalf of ..... Council; this very act renders the document void and therefore

non-legal and unusable in law under current legislation.

The representatives acting on behalf of ..... Council are potentially engaging in deliberate deception

and acts of fraud.

We draw your attention to the following: -

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.

(3) The following are "authorised signatories" for the purposes of subsection (2)-

(a) Every director of the company

(b) In the case of a private company with a secretary or a public company, the secretary (or any joint

secretary) of the company.

(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, 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, 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.”

It is important to note that the representatives of ..... Council have made a claim that they are exempt from the Companies Act 2006. We further note that we see no material evidence to support such a claim.

We now draw you attention to the following: -

There is no recognisable legal means to respond to a demand for payment without a signed bill, see Bills and Exchange Act 1882. The Bills and Exchange Act of 1882 is based on a pre-existing commercial contract, arrangement, or agreement; no standing commercial contract, arrangement, or agreement between MRS ..... and ..... Council exists. If MRS ..... or any third party were to willingly comply with the demand for payment without a commercially recognised bill, then MRS ..... or the third party will have knowingly given consent and conspired to a commercially fraudulent action. This in turn would make MRS ..... or the third party culpable under current regulation for that action. MRS ..... will not knowingly create that liability or that culpability.

Profiteering through deception is an act of fraud. See Fraud Act 2006. 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.

We further draw your attention to the following: -  
Fraud Act 2006

“Section 4, 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.

Given the facts listed above it is clear that the representatives of ..... Council believe for some obscure

reason that they are able to force their will upon others; this is categorically not the case, as the CEO of

..... Council is about to realise.

We now enclose Affidavit of Truth and Statement of Fact by Baron David Ward (please see attached), and we highly recommend that you read it repeatedly until you fully understand its content.

Within its pages lies the truth that first the consent of the governed MUST be acquired before an Act or a Statute or ANY rule, guideline, regulation etc coming from HM Parliaments and Governments PLC can be enforced legally and lawfully.

The Affidavit has been served on all the MPs in office, Police Chief Constables, Secretary of the State and many others and it has not been rebutted to this very day and therefore stands as fact 'on and for the record'.

If any individual, group or company or any individual, group or company acting on behalf of another individual, group or company were to lawfully be able to enforce their will on another without a legally binding contractual agreement in place this would be an Act of Terrorism and we would be living in a state of tyranny where people would be carrying on like dictators at will whenever it suited; and someone in the position of (manager/CEO) for .....(Name of your workplace) should be able to comprehend this, and if he/she chooses to comply with the alleged "Attachment of Earnings Order", especially without any personal first-hand knowledge to its legitimacy then he/she would be guilty by his/her own actions of Conspiring with Fraud and could be incarcerated for an indefinite term.

Now that you are aware of these facts, for you (managers name) in the position of CEO/manager for (company) were to ignore the facts that Acts and Statutes and anything from the Government or their subordinates is not Law and that each and every individuals consent by way of a formal contract that is entered into by all parties whole heartedly, willingly, showing clear offer and acceptance and full disclosure and signed in wet ink by all parties, would be Premeditated Fraud and Malfeasance in a Public Office at the very least and you would be liable to answer to your actions and the crimes that they are, either by way of 7-10 years incarceration for the fraud, the latter for multiple instances of and 10- 25 years for Malfeasance in the Office, or Commercial Charges to the same degree.

These crimes are extremely serious, and you must take time and consideration before you act on this correspondence.

"Ignorance is no defence"

"We are all responsible for our own actions"

We await your response and do hope that we can resolve this matter amicably.

All correspondence will be kept on file.

Without ill will, vexation, in sincerity and honour.

## **ATTACHMENT OF EARNINGS TEMPLATE LETTER 2**

Dear Mr [Council CEO],

I currently have an Attachment to my earnings, to pay off my council tax arrears for account number #####, the amount being taken out of my pay to cover the attachment is putting me and my family into financial difficulty whereby I am finding it difficult to pay other household bills, typically my rent/ mortgage and utility bills!

The plight I am in is in direct contravention to Article 25 of Universal Declaration of Human Rights which state:-

### **ARTICLE 25 RIGHT TO AN ADEQUATE STANDARD OF LIVING**

***"Everyone has the right to a standard of living adequate for the health and well-being of himself and of his family, including food, clothing, housing and medical care and necessary social services, and the right to security in the event of unemployment, sickness, disability, widowhood, old age or other lack of livelihood in circumstances beyond his control."***

Also the amount being taken out of my pay is in contravention to Article 23 Subsection 3 which states :-

### **ARTICLE 23 RIGHT TO WORK(subsection 3)**

***"Everyone who works has the right to just and favourable remuneration ensuring for himself and his family an existence worthy of human dignity."***

I would ask that you as CEO of my council suspend the AOE, as is written in section 6, subsection 1, which states:

### **HUMAN RIGHTS ACT 1998 SECTION 6 (1)**

***"It is unlawful for a public authority to act in a way which is incompatible with a Convention right."***

So as I may come to a suitable arrangement to pay off my council tax with affordable payments,so my Human Rights are not violated.

I would also like to this opportunity to apply for a section 13 A reduction as per the Local Government Finance Act 1992 which states,-

**LOCAL GOVERNMENT FINANCE ACT 1992 SECTION 13 A**

***“Where a person is liable to pay council tax in respect of any chargeable dwelling and any day, the billing authority for the area in which the dwelling is situated may reduce the amount which he is liable to pay as respects the dwelling and the day to such extent as it thinks fit.”***

To bring my council tax to a more affordable level,whereby I can live with human dignity as per the human rights act.

I look forward to your reply.

Yours Faithfully

Your Name.

**Notice of Prosecution for Unlawful Deduction from Wages**

Dear Sir,

You have not been supplied with any valid, lawful and legal court issued documentation to support an Attachment of Earnings. According to the Employment Rights Act 1996 Section 13 (The right not to suffer unauthorised deductions) sub section (1) an employer shall not make a deduction from wages of a worker employed by him unless:

(a) the deduction is required or authorised to be made by virtue of a statutory provision or a relevant provision of the worker's contract,

or

(b) the worker has previously signified in writing his agreement or consent to the making of the deduction.

As previously stated, I do not give my agreement or consent to the making of the deduction.

According to the Attachment of Earnings Act 1971, only courts can issue such orders, not private limited companies, even if they purport to be a local authority.

There is no statutory provision for a Local Council to order deductions from earnings, the only way for a such a company to legally or lawfully order you to make deductions is to first obtain a Liability Order from a court, followed by a court issued Attachment of Earnings Order.

Applying deduction from earnings without a valid court issued Liability Order pursuant to the Attachment of Earnings Act 1971 would constitute an unlawful deduction from wages and a breach of the Employment Rights Act 1996.

I strongly advise you to seek proper verification of this so-called order before implementing these deductions and to this end I enclose a Notice of Power of Attorney granting you authorisation to request, review and verify the Liability Order or any other information relating to this alleged Attachment of Earnings Order.

All rights reserved, none waived ever.

**Attachment of Benefits**

Nation Insurance No: xxxxxxxxx

Dear Sir/Madam,

I write to make this formal request to the Benefits Agency not to deduct money from my benefits as requested by Xxxxxxx Council, for the following reasons:

1. No liability order has been made against my name as Xxxxx Council have stated to you, in **'a court under the authority of HMCTS.'** Please get this confirmed before making any deduction. Liability order hearing are not HMCTS hearings.
2. The amount demanded is liable to force me to live on an income below the government poverty threshold (The UK government, the European Union and many other countries use 60 percent of median household income as the poverty 'threshold').
3. Due to past bailiff's actions I suffer from numerous mental issues, *depression, stress, anxiety, suicidal thoughts, etc, etc etc, xxxxxxxxxx and has led us into debt, poverty,* unable to live a peaceful decent life breaching our human rights.
4. The plight I am in is in direct contravention to Article 25 of Universal Declaration of Human Rights which state:-

**ARTICLE 25 RIGHT TO AN ADEQUATE STANDARD OF LIVING**

***"Everyone has the right to a standard of living adequate for the health and well-being of himself and of his family, including food, clothing, housing and medical care and necessary social services, and the right to security in the event of unemployment, sickness, disability, widowhood, old age or other lack of livelihood in circumstances beyond his control."***

Also the amount if taken out of my benefits would be in contravention to Article 23 Subsection 3 which states :-

**ARTICLE 23 RIGHT TO WORK(subsection 3)**

***"Everyone who works has the right to just and favourable remuneration ensuring for himself and his family an existence worthy of human dignity."***

I would ask that you as the Benefits Agency to refuse Barnet Council's 'Request', as is written in section 6, subsection 1, which states:-

**HUMAN RIGHTS ACT 1998 SECTION 6 (1)**

***"It is unlawful for a public authority to act in a way which is incompatible with a Convention right."***

5. The council tax 'regulations' which are not a statute; have not been approved by the houses [commons & lords] and have not had nor passed – Royal assent [approval] these 'regulations' are a clear breach of human rights, international law and our constitution.

I trust I shall hear from you in regards to this matter at your earliest convenience,

Yours faithfully,

**Universal Credit Template Letter**

**Council Tax Account Number #####**

Dear [Sir/Madam or THEIR NAME],

I currently have an Attachment to my earnings, to pay off my council tax arrears for account number #####, the amount being taken out of my pay to cover the attachment is putting me and my family into financial difficulty whereby I am finding it difficult to pay other household bills, typically my rent/mortgage and utility bills!

The plight I am in is in direct contravention to Article 11 of the International Covenant of Economic, Social and Cultural Rights, which was ratified by the UK government in 1976 which states:-

**ARTICLE 11**

***"The States Parties to the present Covenant recognize the right of everyone to an adequate standard of living for himself and his family, including adequate food, clothing and housing, and to the continuous improvement of living conditions. The States Parties will take appropriate steps to ensure the realization of this right, recognizing to this effect the essential importance of international co-operation based on free consent."***

Also the amount being taken out of my pay is in contravention to Article 7 A Subsection 2 of the International Covenant of Economic, Social and Cultural Rights which states :-

**ARTICLE 7**

The States Parties to the present Covenant recognize the right of everyone to the enjoyment of just and favourable conditions of work which ensure, in particular:

(a) Remuneration which provides all workers, as a minimum, with:

(ii) A decent living for themselves and their families in accordance with the provisions of the present Covenant.

I point you to Paragraph 72 of The Limburg Principles on the Implementation of the International Covenant on Economic, Social and Cultural Rights, which sets out violations of the above covenant, in particular, A State party will be in violation of the Covenant, inter alia, if: it wilfully fails to meet a generally accepted international minimum standard of achievement, which is within its powers to meet;

Taking this into account, I would ask that you as CEO of my council suspend the AOE, So as I may come to a suitable arrangement to pay off my council tax with affordable payments, so my Human Rights are not violated.

[ONLY INCLUDE THIS SECTION FOR COUNCIL - START]

I would also like to this opportunity to apply for a section 13 A reduction as per the Local Government Finance Act 1992 which states,;-

LOCAL GOVERNMENT FINANCE ACT 1992 SECTION 13 A

“Where a person is liable to pay council tax in respect of any chargeable dwelling and any day, the billing authority for the area in which the dwelling is situated may reduce the amount which he is liable to pay as respects the dwelling and the day to such extent as it thinks fit.”

To bring my council tax to a more affordable level, whereby I can live with human dignity as per the human rights act.

I look forward to your reply.

[ONLY INCLUDE THIS SECTION FOR COUNCIL - END]

Yours Faithfully

### **Videos To Watch**

[www.youtube.com/watch?v=xkvgdN4iH-g](http://www.youtube.com/watch?v=xkvgdN4iH-g)

[www.youtube.com/watch?v=NQK5UcF4GGM](http://www.youtube.com/watch?v=NQK5UcF4GGM)

[www.youtube.com/watch?v=4rvGisyfrw4](http://www.youtube.com/watch?v=4rvGisyfrw4)

<https://commonlaw61.com/council-tax-is-fraud/>

[www.youtube.com/watch?v=x1nslkV68xQ](http://www.youtube.com/watch?v=x1nslkV68xQ)

<https://youtu.be/GjNG63lxhqM>

<https://www.youtube.com/watch?v=6dFe-LACuZE>

### **Further Information**

<https://gaiauni.com/product/council-tax-the-art-of-law/>

<https://nationalbailiffadvice.uk/Bailiffs-Magistrates-Court-Fines-Enforcement-Fact-Sheet.html>

<https://peacekeepers.org.uk/>

<https://thepeopleslawyeruk.com/freeresources/>

**THIS IS EXCELLENT INFORMATION ON THE ADMINISTRATIVE PROCESS & BANKRUPTCY**

<https://web.archive.org/web/20160421093745/http://www.landofthefree.co.uk/site/component/content/article/1-latest-news/133-council-tax-the-administrative-process-all-you-need-to-know>



I would just like to put the following information out as people still do not seem to understand the situation with Council Tax and the administrative process used to enforce it. This information is also relative to other matters regarding civil debt.

With the arrest and imprisonment of Roger Hayes for "withholding" council tax being publicised I have put all the information we have regarding Council Tax and the administrative process used by councils. All the links are to articles written some time ago on the site.

**There is absolutely no need to be arrested or imprisoned for any debt or administrative bankruptcy through council tax.** People using freeman arguments and not responding properly are getting well meaning people into trouble. This is not an article in any way relating to the actual case of Roger Hayes but relates to the amount of people who still have a basic misunderstanding of the process.

**People stating stuff about common law in places of administration are speaking a different language, it is of no relevance to the proceedings.**

Having outstanding council tax from 2009 I have not heard anything about repayment. When the "court office" called from the council in early 2010 asking for repayment from the previous year I asked the so called court officers at the council for the COURT summons, they cannot provide it and neither can the court as there was no court involved. I also stated that the court had no record of any summons or liability order. I requested copies of the COURT summons. Nothing more on the matter was ever heard.

I wrote an article for the site two years ago called "How not to get summonsed for non payment of council tax".

<http://www.landofthefree.co.uk/site/component/content/article/1-latest-news/59-council-taxupdate-on-how-not-to-get-summonsed-for-non-payment-of-council-tax> This article was written in 2009.

I then followed the whole process up in later articles including Council tax bankruptcy petitions and also Administrative courts (council tax and CSA ) unlawful.

<http://www.landofthefree.co.uk/site/component/content/article/1-latest-news/123-administrative-courts-unlawful-halsburys-law>

### **Important points to remember:**

1 The council print the summons

2 The council hire the room for the day in a building which can often otherwise be used as a court.

3 The "magistrate"s are working for the council, they are there merely to ask if the "liable" person is present

4 There cannot be contempt of court as it is merely a place of administration.

5 The council print a Notice of liability. There is no liability to the court, they are not involved. The notice of liability is in my experience printed before the "court case" by the council.

(See Councils Courts and Conmen on YouTube)

<http://www.youtube.com/watch?v=caQcx0H17fo&list=UU7FuxUztogk-TZPEwrs3MKw&ind:ex=3&feature=plcp> and <http://www.youtube.com/watch?v=QwIAYQVgQms&feature=relmfu>

6 The so called case number on the summons is a council generated number, not a court case number.

7 When contacted about a council tax case number the court will tell you it is a council not a court matter

8 It can be stated that the council commit fraud and perjury under the Administration of Justice Act. Perjury as they print a Crown Seal on the "summons". There are however rulings which can argue against this. The Farley Ruling which related to liability orders made by The CSA which are by their own admission inflated and not based on any purely factual assessment. Part of the ruling states "The magistrates court was precluded from entertaining a challenge to the quantification or validity

of a maintenance assessment". It goes on "The court must proceed on the basis that the maintenance assessment in question was lawfully and properly made". (Kangeroo court)

9 The council where I live charge £120 pounds for each summons (thats their profit) they print with £3 "court costs", which could go towards the hire of the room.

10 After revealing this in 2009 The MOJ website put up a damage limitation PR article stating that a few councils had been printing summonses. This was untrue, every council I have come across prints the summons.

Here are rulings to use against council printed summonses:

<http://www.landofthefree.co.uk/site/component/content/article/1-latest-news/94-rulings-to-use-in-court-for-council-tax-and-csa-summonses>

I was also incorrectly served with a statutory demand, the first stage of bankruptcy by a "process server" this was thrown over my gate and not served. I threw it back in his car and he threw it onto the pavement. I went through the correct procedure to set it aside, it was ignored. I was told by a man in the bankruptcy section at The Royal Courts of Justice that the councils were doing this very regularly and even served him with bankruptcy when he owed them nothing. (This administrative bankruptcy may have now ceased as someone in the courts system may have seen stopped it. Please let me know if it is still going on.).

I printed my bankruptcy petition on the website. Council Tax Statutory demands and bankruptcy petitions.

<http://landofthefree.co.uk/site/component/content/article/1-latest-news/107-council-tax-update-statutory-demands-bankruptcy-petitions-and-the-setting-aside-of-unrebutted-affi>

The bankruptcy petition for The Royal Courts of Justice was unsigned, with no real name and voided by several spelling mistakes and incorrect information.

The whole point is that to save and make money councils have been doing this since the 90s.

It appears that the bankruptcy scam may not be as popular with councils as I havent heard of it recently.

If you appear at a bankruptcy hearing you are there to settle with a creditor. The judge only wants to know if and how much you can pay. It then involves a third party The Insolvency service.

The reason councils can get away with this is that it is true that a statutory demand can be served for amounts over £750 pounds. Anything lower than this has to go to bailiffs or really just "debt collectors". There are many articles regarding the debt collectors used by councils on the site.

I have told the people in the council tax dept all this and always tell them to go and look at my articles on the site. The public servants who are administering the process are most often completely ignorant of the process they are helping to enforce. This is of course what bank owned and government backed corporations want.

All the above was accurate at the time of writing. Please contact us with any useful information. This is not intended as legal advice but is based on fact.

## Lawful Tax Resistance Using Trusts: Chris Coverdale Paperwork

Watch this video with Chris Coverdale to fully understand his process using trusts: <https://rumble.com/v2gy2mi-lawful-tax-resistance.html>

<https://odysee.com/@UnityNewsNetwork:6/Chris-Coverdale:7>

Read this article: <https://hastingsonlinetimes.co.uk/hot-topics/campaigns/council-declines-to-help-clarify-tax-for-terrorism-claim>

### Lawful Tax Resistance

*Chris Coverdale, a peace activist, explains the lawful duty to withhold tax*

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History shows us that the most effective form of resistance to corrupt Government is tax rebellion. Magna Carta, the founding of the United States of America, Indian independence, the end of the Vietnam War and the repeal of the poll tax all came about as a result of tax rebellions – the refusal of the people to pay tax. Without citizens' money Governments are powerless.

Today taxpayers have an historic opportunity to engage in lawful tax rebellion. For the first time in history demanding, collecting or paying taxes are criminal offences against both international and domestic law. Under the laws of war<sup>20</sup> citizens are forbidden from taking part in warfare on the side of an aggressor and they are legally bound to disobey their Government's orders to support, fund or take part in war<sup>21</sup> or its preparation.

*The very essence of the Charter is that individuals have international duties which transcend the national obligations of obedience imposed by the individual State. He who violates the laws of war cannot obtain immunity while acting in pursuance of the authority of the State, if the State in authorising action moves outside its competence under international law...<sup>22</sup>*

This legal duty to refuse to obey manifestly illegal Government orders includes refusing to obey tax demands. If a government uses money raised by taxation to wage illegal war or to attack and kill civilians, then under international and domestic law the taxpayer's normal duty to pay tax is reversed and becomes a duty to withhold tax until their Government obeys and enforces the law.

Each of the wars fought supported or funded by Britain since 2001, in Afghanistan, Iraq, Libya, Syria, Palestine, the Yemen and the Ukraine, was and is illegal and taking part in such a war on the side of the aggressor States constitutes five of the worst crimes known to mankind – murder, war crimes, crimes against humanity, genocide and a crime against peace.

Not only does the illegal use of armed force violate the Treaty for the Renunciation of War 1928, the UN Charter 1945 and the UN Declaration on Principles of International Law 1970,<sup>23</sup> but by taking part in the killing of 1.4M adults and 600,000 children, leaders and taxpayers of UK, NATO and ISAF States committed the criminal offences of complicity in murder, war crimes, crimes against humanity, genocide and crimes against peace in breach of the Nuremburg Principles and the Rome Statute of the International Criminal Court<sup>24</sup>.

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<sup>20</sup> The Nuremburg Principles 1950, The International Convention for the Suppression of the Financing of Terrorism, The Rome Statute of the International Criminal Court, the Terrorism Act 2000, the International Criminal Court Act 2001 and the International Criminal Court [Scotland] Act 2001.

<sup>21</sup> The Judgement of the Nuremburg War Crimes Tribunal

<sup>22</sup> Nuremburg War Crimes Tribunal 1946

<sup>23</sup> UN General Assembly Resolution 2625 (1970).

<sup>24</sup> US citizens cannot be prosecuted under the Rome Statute but can be prosecuted for genocide under the Proxmore Act 1988.

## PAYING TAX IS A WAR CRIME WHEN IT'S USED TO FUND ILLEGAL WAR

Under international<sup>25</sup> and domestic<sup>26</sup> law every citizen of a government involved in these 21<sup>st</sup>C wars on the side of the aggressor States who has paid tax knowing that some of the money will finance warfare, is technically an accessory to the war crimes committed by their Government and is criminally liable for prosecution and punishment for complicity in their leaders' crimes.

**Terrorism Act 2000** section 17. *A person commits an offence if he enters into or becomes concerned in an arrangement as a result of which money or other property is made available or is to be made available to another, and he knows or has reasonable cause to suspect that it will or may be used for the purposes of terrorism.*

Terrorism = the use of firearms or explosives endangering life for a political cause<sup>27</sup>.

## TO AVOID PROSECUTION, DIVERT TAX INTO A TRUST ACCOUNT

It is important to note however that legislators provided relief for taxpayers who were deceived into believing that the wars and the actions of their government were legal<sup>28</sup>. Providing we end our involvement in warfare immediately and withhold all taxes from our government and its agents we will not be punished for paying tax and funding the illegal wars and war crimes.

Taxpayers can prove that they have completely and voluntarily abandoned their support for the crimes of their government by diverting their taxes into a **Taxation Trust** account held by independent trustees. The funds in a taxation trust account cannot be released to tax collectors until the terms and conditions of the Trust are met in full. In this case, because our leaders and Governments have broken the laws of war, the terms of the **Trust Deed** must be set to ensure that taxes are not handed over until such time as the Government obeys and enforces the law, ends its participation in war and mass murder, recalls all military forces to their home bases and starts criminal proceedings against those leaders responsible for the wars and war crimes.

I'm often asked whether taxpayers can be prosecuted for withholding their taxes. The answer is "No", you are upholding and obeying the laws against funding murder, terrorism, war crimes, crimes against humanity and genocide. If you have paid your taxes into a properly constituted trust, and the tax collector has received a copy of the Trust Deed and the lawful redemption criteria it contains, you have paid your tax and you can't be prosecuted for not paying it.

However, you could be prosecuted as an accessory to war crimes, crimes against humanity and genocide **if** you continue to pay tax knowing that some of your money will be used by the Government to fund its wars and the murder of innocent men women and children. If you continue to pay taxes, such as income tax, council tax, vehicle tax, VAT, PAYE<sup>29</sup> or corporation tax, or make payments or repay loans to the Government after you've been warned that it is a criminal offence to do so, and if our law enforcement authorities enforce the law rather than enforcing government crimes, you could be prosecuted as an accessory to our leaders' crimes.

## COMPEL OUR LEADERS TO OBEY AND ENFORCE THE LAW

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<sup>25</sup> Article 2 of the Convention for the Suppression of the Financing of Terrorism

<sup>26</sup> Sections 15 – 17 Terrorism Act 2000

<sup>27</sup> Summary of the definition of Terrorism from section 1 of the Terrorism Act 2000

<sup>28</sup> Article 25.3(f) of the Rome Statute of the International Criminal Court states "***a person who abandons the effort to commit the crime or otherwise prevents the completion of the crime shall not be liable for punishment under this Statute for the attempt to commit that crime if that person completely and voluntarily gave up the criminal purpose.***"

<sup>29</sup> Employees who have their tax deducted at source should give a copy of this article to their employer and ask them to pay all tax payments, including PAYE and NI deductions, into a taxation trust or escrow account. Remind them that should they fail to do so the company directors and business managers will be criminally liable as accessories to war crimes.

By engaging in lawful tax resistance and diverting taxes into trust accounts, taxpayers regain control over their money, their Government and the law. Without the support and consent of the people Governments are powerless. No longer can they use taxpayers' funds to wage unlawful wars, murder civilians, bail out the banks, finance fatal toxic inoculation campaigns or support the rich at the expense of the poor. By diverting tax payments into trust accounts we can force our political, civil, judicial and military leaders out of office and into court. By using the law to force Governments to obey the law we engage in a civil obedience campaign.

## **JOIN THE CIVIL OBEDIENCE CAMPAIGN**

Tax rebellion is the single most effective non-violent way of forcing governments to obey the laws of war, but it only succeeds when thousands take part. If most taxpayers continue to pay tax then Governments will continue to wage illegal war. So it is down to each of us to end the carnage. If you want to uphold the law, stop the wars and end the killing, then withhold tax. If you want the wars and the killing to continue, then continue paying tax – the choice is yours.

*“War is essentially an evil thing. Its consequences are not confined to the belligerent states alone, but affect the whole world. To initiate a war of aggression therefore, is not only an international crime, it is the supreme international crime differing only from other war crimes in that it contains within itself the accumulated evil of the whole.”*

*Nuremburg War Crimes Tribunal 1946*

***If leaders and taxpayers obey the law, nation States can never wage war.***

*Chris Coverdale - Make War History - January 2023*

## CREATING COMMUNITY CO-OPERATIVES AND TAXATION TRUSTS

*Chris Coverdale, a war law lawyer and activist, considers two ways of reclaiming power from governments while simultaneously creating sharing, caring, thriving communities.*

The stimulus for a new approach to citizen's sovereignty came in March 2020 with the COVID lockdown law and regulations which are an abuse of freedom and criminal medical fraud on a world-wide scale.

30 years' experience in business, organisation development, innovation and change consultancy, plus 20 years of anti-war activism led me to identify 7 courses of action we can pursue to challenge and change corrupt government systems, re-energise community spirit and reclaim our democratic powers.

Some of the ways in which we can reclaim our power over the corporate and government tyranny that has taken over government in Britain involve the use of current statute law, law enforcement systems, local and national political systems, taxation and budgeting systems, banking and monetary systems, the educational system, the media and the governance system.

Creating a tyranny or a decent democratic society involve similar institutions used in very different ways for different ends. Here I focus on two long-established governance institutions that we can turn to our advantage. They are the **Limited Liability Company**, and the **Discretionary Conditional Trust**.

The reason for focusing on these systems is that they are two of the main ways by which the rich and powerful elite increase their wealth, power and control. But now an opportunity has arisen to turn the tables on the established elite and use the same systems that they use to disempower and control us to disempower and control them.

### **Discretionary Revocable Conditional Trusts.**

The main reasons that the rich and powerful get richer and more powerful every year is that they own and control the banks, they print money and control its supply, they charge interest on loans, and they avoid paying tax by setting up Trusts in overseas tax havens. By placing their assets, property and profits into lawful Trusts in tax-free jurisdictions, political and civil leaders, company directors, lawyers, accountants, bankers and fraudsters of every hue increase their power and avoid up to 99% of tax due in Britain.

So what WE need to do to take back our power is to use the same lawfully constituted Trusts and trust Deeds to ensure that we control the money that flows to Government AND the uses to which it is put. By carefully controlling how our taxes are used by Government and UK public authorities such as Councils, the Police, the Military and the Courts, we can ensure that **our money is used SOLELY for lawful purposes** such as health, education and welfare and **NEVER used for criminal purposes** such as war, mass murder, corruption, medical fraud, or misfeasance in public office.

Some advantages of setting up a local Community Co-operatives and annual Trust Deeds are:

- Co-op members can delegate their tax affairs to a specialist tax and budgeting unit or Trust Company to **manage the withholding of taxes lawfully** on their behalf, in exactly the same way that people delegate their tax affairs to accountants. (So if you know of good local open-minded accountants and lawyers, a rare breed indeed, try to involve them in this project.)
- **For the first time in history, citizens have a lawful duty to withhold tax.** In law it is a crime to pay tax if some of the money is used for criminal purposes. By withholding our taxes in a Taxation Trust **we can withdraw consent to the way in which our money is spent.** When our leaders spend our taxes on criminal wars and mass murder in the Middle-East or unsafe vaccinations, we have a legal duty to withhold them and prosecute our criminal leaders.
- By withdrawing our consent and lawfully withholding taxes in trust for the Government and public authorities until they end their wars and crimes, we can choose each year on what to spend our money. The choice between war and mass murder or schooling our kids is ours.

### **The Limited Liability Company / Co-operative**

In 2014 UK law changed. Parliament enacted the *Co-operative and Community Benefit Societies Act* and introduced a new type of company – the **multi-stakeholder limited liability co-operative**. This structure gives members of a co-operative the same legal powers as a multi-national limited-liability company. It is now legally possible for individuals and businesses to become equal members of a **multi-stakeholder limited liability Community Co-operative** operating to benefit all its individual and business members.

Some benefits of membership of a community co-operative limited by guarantee rather than shares are:

1. Each member's liability for losses is limited to the amount of their guarantee – [£1, £10, £100?]
2. Every individual and business member of the Co-op is equal in power and control and has 1 vote at General Meetings - every individual has the same power as the largest business in the co-op.
3. Whenever members gather together we are on lawful co-op business and providing we abide by the operating rules of the Co-op we can't (shouldn't) be interfered with by the police or councils.
4. Transactions between business and individual members are not liable for VAT. This gives us cost reductions when buying meals at a member restaurant or a vehicle from a member dealership.
5. As a co-op we can contract with suppliers to receive beneficial prices on products and services purchased jointly for all members – i.e. 20% reduction for all members on energy and utility costs.
6. Everyone can join, socialise and use their skills and experience with others in local support, mental health, task, functional or social groups such as home-schooling, food, law, finance, politics etc.
7. All interactions between members are 'essential work' (we're building a caring, sharing, thriving community) and subject to less onerous Coronavirus regulations.
8. Lobbying power – with 1000+ members we can bring real financial and political power to bear on national and local politicians and public servants. Lobbying for changes in law and institutions.
9. We can incorporate or contract with firms of lawyers and accountants to work on members and the Co-ops behalf, in the same way that unions employ lawyers to defend members in court.

I believe that by setting up these two new lawful institutional arrangements – **Community Co-ops** and **Conditional Taxation Trusts**, and by together deciding for ourselves how our taxes are to be spent, we can force dramatic rapid change in British society. If 10,000 of us take coordinated action in 100 or more local communities we can bring about a new and better way of living in Britain within the year.

But this will only happen if we plan it carefully and then ACT on our plans. As we found out at the start of the Iraq war, marching, demonstrating, protesting or petitioning has little or no effect on Government policy. As the history of successful revolution teaches us - the best way to force leaders and governments to end their crimes is to **stop paying them. Withhold all taxes until the Government acts lawfully.**

The fundamental free market principle comes into play. If you don't want it, don't buy it. So it's down to us to get together in lawful community co-operative meetings and decide for ourselves the ways in which we want to spend our money to benefit our local communities and the country.

The choice is ours. So I urge you to set up **local community co-ops** and **conditional taxation trusts** in your local Parliamentary constituencies and start proactively changing all those aspects of life in 21st century Britain that are harming our communities.

*Chris Coverdale – January 2023 - ccovers@gmail.com*

## Enforcement Agent Caution Notice

Your name (we, us, our)  
Your Address

Date

Name (you, your)  
Section 151 Officer  
XYZ Council  
Address  
Office Found  
D-U-N-S Number:  
Company Number:  
ICO Registration Number:  
Reference Number:

Private and Confidential

Notice-to-Principal-is-Notice-to-Agent, Notice-to-Agent-is-Notice-to-Principal  
Notice of Trust

For the attention of the living wo/man: First Last doing business as FIRST LAST, Section 151 Officer, XYZ COUNCIL or proper officer incumbent. By receiving this notice the man: First Last is required to give notice to all that are required within XYZ COUNCIL.

We acknowledge receipt of your demand to pay council tax and confirm that we have settled £\_\_\_\_\_ in a discretionary, revocable, conditional trust together with a promissory note for the balance, and as the appointed trustee will pay this money to you, the Primary Beneficiary on the condition that before the end of this financial year (05/04/2023) you have provided us with incontrovertible evidence that:

- (i) Britain's involvement in the criminal wars, war crimes, crimes against humanity and genocides, detailed in Paragraph 2 of the attached Deed, have ended;
- (ii) criminal proceedings for crimes of *genocide-by-killing* have started against those responsible for Britain's illegal wars and experimental vaccination programme;
- (iii) HM Government is acting in full accord with the UN Charter, the UN Declaration on Principles of International Law and the Nuremberg Code; and
- (iv) we have received a guarantee of immunity from prosecution now or in the future for offences related to the payment of money (taxes) to HM Government.

We remind you again that **your claim** that *none of the money paid to the Council goes for purposes of terrorism is false and incorrect*. HM Government's website states:

*The Consolidated Fund (CF) was first set up in 1787 as 'one fund into which shall flow every stream of public revenue and from which shall come the supply for every service'.*

We have enclosed with this letter an article that explains the duty to withhold tax, as well as a copy of my Declaration and Deed of Trust and withdrawal of consent to illegal taxation.

Should you and/or His Majesty's Government fail to meet the terms and conditions in the Trust Deed by April 5<sup>th</sup> 202\_, I, as trustee, shall pay the money in trust to the Secondary Beneficiary and free the Trustee and settlor from all obligations to pay money to you.

Yours faithfully

Encl: Declaration and Deed of Trust (copy),  
*Lawful Tax Resistance*



**DECLARATION of SOVEREIGNTY and DEED  
of DISCRETIONARY, REVOCABLE, CONDITIONAL TRUST  
and WITHDRAWAL of CONSENT to ILLEGAL TAXATION**

of \_\_\_\_\_ [Name]

Currently of

\_\_\_\_\_  
[address]

being of sound mind, **DECLARE AND SAY** as follows:

1. I, a sovereign man / woman currently living in England consent to pay £\_\_\_\_\_ in favour of Parliament, HM Government of the United Kingdom of Great Britain and Northern Ireland, UK public authorities and/or institutions, HMRC, the DVLA, \_\_\_\_\_ Council corporate bodies and/or businesses and/or individuals acting as agents of HM Government (hereinafter jointly and severally known as the **“Primary Beneficiary”**) in consideration of various taxes, fees, fines, rents, duties, levies, demands or charges made upon me under various Finance Acts, laws and regulations enacted, passed or issued by the Primary Beneficiary, and **as trustee will hold said payment(s)** in whole or in part, together with a promissory note for the balance, **on discretionary, conditional, revocable trust** for the Primary Beneficiary until the last day of the financial year (April 5<sup>th</sup>).
2. It has been brought to my attention that all taxes, fees, fines, duties, charges and payments of money to the Primary Beneficiary are paid on receipt into Parliament’s Consolidated Fund, whereupon some of the money is used by the Primary Beneficiary directly and/or indirectly, in whole or in part, for illegal and criminal purposes, in particular to finance the manufacture, procurement, supply and/or use by:
  - (i) **The UK Ministry of Defence and HM Military forces of weapons** such as nuclear and high-explosive bombs, rockets, missiles and firearms as well as weapon delivery systems such as ships, aircraft, tanks, submarines and drones, for the instigation, facilitation, and/or conduct of various illegal wars, invasions, occupations or armed attacks on the people of diverse independent Sovereign States, most recently Afghanistan, Iraq, Libya, Syria, the Yemen, Palestine and the Ukraine, causing serious bodily injury or death to thousands of men, women and children, none of whom were given the opportunity to plead for their lives and the lives of their family in court before being summarily injured or killed by military forces **by order of UK political, civil, judicial and military commanders;**
  - (ii) **The UK Home Office and UK police forces of firearms** which are used to threaten, harm or kill UK residents and nationals;
  - (iii) **The Ministry of Health and Wellbeing, the National Health Service, Public Health England, UK Ministers of State, civil servants, employees, advisors and members of the medical profession of experimental toxic COVID 19 vaccines**, falsely and deceptively described and promoted as safe and effective and subsequently administered without their informed consent to millions of UK residents and nationals which have resulted in serious injury or death to thousands of children, women and men the majority of whom are members of the English, Welsh, Scottish and Northern Ireland national groups.
3. I have also been made aware that:
  - (i) the United Kingdom is a member state of the United Nations, and its Government, on behalf of its people, has signed and ratified the **United Nations Charter** under which it has agreed to be bound by its rules, which amongst others provides under rules 2 and 41 that:

*"2.3 All members shall settle their international disputes by peaceful means in such a manner that international peace, security and justice are not endangered."*

*"2.4 All members shall refrain in their international relations from the threat or use of force against the territorial integrity or political independence of any state, or in any other manner inconsistent with the Purposes of the United Nations."*

*41. The Security Council may decide what measures, not involving the use of armed force, are to be employed to give effect to its decisions.*

- (ii) pursuant to the **United Nations' Declaration on Principles of International Law** it is agreed that;

*"Every State has the duty to refrain in its international relations from the threat or use of force against the territorial integrity or political independence of any State, or in any other manner inconsistent with the purposes of the United Nations. Such a threat or use of force constitutes a violation of international law and the Charter of the United Nations and shall never be employed as a means of settling international issues."*

*"A war of aggression constitutes a crime against peace, for which there is responsibility under international law",*

*"No State or group of States has the right to intervene, directly or indirectly, for any reason whatever, in the internal or external affairs of any other State. Consequently, armed intervention and all other forms of interference or attempted threats against the personality of the State or against its political, economic and cultural elements are in violation of international law."*

- (iii) the **Nuremberg War Crimes Tribunal (1946)** observed and held that:

*"... individuals have international duties which transcend the national obligations of obedience imposed by the individual State. He who violates the laws of war cannot obtain immunity while acting in pursuance of the authority of the State, if the State in authorising action moves outside its competence under international law"*

- (iv) the **Nuremberg War Crimes Tribunal** issued the **Nuremberg Code on medical experiments** in which it ruled that:

*"The voluntary consent of the human subject is absolutely essential... This requires that before the acceptance of an affirmative decision by the experimental subject there should be made known to him the nature, duration, and purpose of the experiment; the method and means by which it is to be conducted; all inconveniences and hazards reasonably to be expected; and the effects upon his health or person which may possibly come from his participation in the experiment. The duty and responsibility for ascertaining the quality of the consent rests upon each individual who initiates, directs or engages in the experiment. It is a personal duty and responsibility which may not be delegated to another with impunity..."*

4. I also acknowledge and understand that, with the consent of the people's elected representatives in Parliament, the Government of the United Kingdom of Great Britain and Northern Ireland

- (i) is a signatory and party to the **Rome Statute of the International Criminal Court**, and therefore there exists a potential risk to me and my family under Article 25 (the provision concerning individual criminal responsibility) of prosecution and imprisonment by the International Criminal Court under the provisions of Articles 5, 6, 7, 8, 9, 25 and 27 of the said Rome Statute for aiding and abetting **criminal acts of genocide**, and **crimes against humanity**;

- (ii) ratified the Rome Statute of the International Criminal Court when it enacted the ***International Criminal Court Act 2001*** and the ***International Criminal Court Act 2001 [Elements of Crimes] Regulations 2001*** making it a criminal offence under section 52 of the Act for a person to engage in ***conduct ancillary to crimes against humanity*** and/or ***genocide*** and therefore, knowing that thousands of men women and children have been injured and killed by order of Britain's political, civil, military and medical leaders, there exists a risk to me and my family of prosecution and life imprisonment for aiding and abetting ***genocide*** and ***crimes against humanity***.
- (iii) is a signatory and party to the ***Convention for the Suppression of the Financing of Terrorism*** and ratified the Convention by enacting the ***Terrorism Act 2000*** in which it ruled in section 17 that:

*A person commits an offence if he enters into or becomes concerned in an arrangement as a result of which money or other property is made available or is to be made available to another, and he knows or has reasonable cause to suspect that it will or may be used for the purposes of terrorism (the use of firearms or explosives endangering life for a political or ideological cause).*

- (iv) enacted ***The Accessories and Abettors Act 1861*** in which it ruled in section 8 that:

*Whosoever shall aid, abet, counsel, or procure the commission of any indictable offence, whether the same be an offence at common law or by virtue of any Act passed or to be passed, shall be liable to be tried, indicted, and punished as a principal offender.*

- 5. It has also been brought to my attention that the **UK Supreme Court**, in a case concerning the definition of terrorism in the Terrorism Act 2000 (**Regina 'v' Gul UKSC 64 (2013)**), stated in paragraphs 26 and 28:

*26. "the legislation does not exempt, nor make an exception, nor create a defence for, nor exculpate what some would describe as terrorism in a just cause. Such a concept is foreign to the 2000 Act. Terrorism is terrorism, whatever the motives of the perpetrators. Terrorist action outside the United Kingdom which involves the use of firearms or explosives, resulting in danger to life is terrorism.*

*28. As a matter of ordinary language, the definition would seem to cover any violence or damage to property if it is carried out with a view to influencing a government or IGO in order to advance a very wide range of causes. Thus, it would appear to extend to military or quasi-military activity aimed at bringing down a foreign government, even where that activity is approved officially or unofficially by the UK government"*

- 6. I therefore maintain and state that there exists a serious risk to me, my family, my colleagues and my friends under the common law, customary international law and the provisions of international and domestic law identified in paragraphs 3 – 5 above, of a criminal prosecution, conviction and imprisonment for aiding and abetting genocide, crimes against humanity, war crimes, fundraising for purposes of terrorism and/or other criminal acts of persons operating for and on behalf of the Primary Beneficiary.
- 7. In the premise I therefore declare and say that I have no choice but to:
  - (i) **withdraw my consent** to any and all taxes, fees, fines, duties, rents, financial demands and/or charges made upon me under various Finance Acts, laws, orders and regulations enacted, passed or issued by the Primary Beneficiary; and
  - (ii) **withhold all such payments of money (taxes)** or other property to the Primary Beneficiary and to cause the same to be held in a conditional revocable discretionary trust for the benefit of the Primary Beneficiary by way of abandonment of, or complicity in, any and/or all illegal and/or criminal acts of the Primary Beneficiary identified at paragraph 2.

8. I further declare and say that **if**, prior to the end of the financial year, I receive incontrovertible evidence from a court of competent jurisdiction that the Primary Beneficiary:
- (i) has ended all involvement in the criminal acts identified at paragraph 2 above; and
  - (ii) is acting in accord with the domestic and international laws specified in paragraphs 3 - 5 above; and
  - (iii) has granted me complete and full immunity from any and all claims, charges or liability both present and future made against me which may arise as a result of my paying any taxes, fees, fines, rents, duties, charges or financial demands levied upon me whether existing or future under the various Acts, judgments, laws or orders made, passed or issued by the Primary Beneficiary; and
  - (iv) has initiated with the Director of Public Prosecutions of England, Wales and Northern Ireland and the Lord Advocate and Solicitor General for Scotland, criminal proceedings against 1000 of the leading instigators, perpetrators, financiers, advisors, company directors, public officials and persons complicit in the criminal acts of the Primary Beneficiary identified at paragraph 2 above,

I shall recommence periodic payments to the Primary Beneficiary in consideration of all lawful and legitimate taxes, fees, fines, rents, charges, interest payments and/or financial demands made upon me.

9. If however the Primary Beneficiary continues to breach the common law and the domestic and international laws governing warfare, terrorism, genocide and crimes against humanity identified at paragraphs 3 – 5 above, and continues to take part in the criminal acts identified at paragraph 2 above, and is thereby complicit in the criminal offences of misconduct in public office, murder, crimes against peace, war crimes, crimes against humanity and/or genocide, then this conditional, revocable, discretionary Trust will automatically be revoked on the last day of the financial year and all money and/or assets held in trust for the Primary Beneficiary will be carried forward on the same terms and conditions to the following financial year or at the discretion of the trustee returned to me, the settlor (the **Secondary Beneficiary**).

**Signed** \_\_\_\_\_ [Signature] this \_\_\_\_\_ [Day] of \_\_\_\_\_  
 [Month] \_\_\_\_\_ [Year]

**Witness** [Signature]: \_\_\_\_\_

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
 Postcode \_\_\_\_\_

© Chris Coverdale - January 2023

[1 - Your name]  
[2 - address]  
[3 – your email address]  
[4 - Date]

[5 – First and Surname of Head of the Council], and [their office], [their email address], and  
[6 – First and Surname of Head of Revenue], and [their office], [their email address], and  
[7 - First and Surname of the Councils Monitoring Officer], and Council Monitoring Officer, [their email address], and  
[8 - First and Surname of any other people whom have], and [their office], [their email address], and  
[9 - Council's name and address as detailed on Bill], [their email address], and

[10 - All the directors of Enforcement Agency and their email address – check companies House and their website], and  
[11 - any other people whom have corresponded and their email address], and  
[12 - Enforcement Agency Company name and address as detailed on Bill and their email address]

Dear [13 - all of the council people by first name only] and [14 - Name of Council], and [15 - all of the Enforcement Agents People by first name only] and [16 - Name of Enforcement Agents Company]

**CAUTION NOTICE IN RESPECT TO YOUR CLAIM REF [17 - their liability order or enforcement notice reference]**

**Notice to principal is notice to agent; notice to agent is notice to principal  
CEASE your claimed enforcement rights, and DESIST until this dispute is settled.  
Email service in accordance with precedence PT-2018-000160: note of hearing on  
01/03/2018, before Chief Master Marsh.**

1. Further to your attached claim, in accordance with section 76 of the Magistrates Court Act 1980<sup>30</sup>("MCA1980") if issued by a Magistrates Court, or section 85 of the County Courts Act 1984<sup>31</sup>("CCA1984") if issued by a County Court, I require you to provide evidence for the lawfulness of your claimed enforcement powers.
2. To date I have not received a liability order from the Court, in accordance with section 34(6) if the Council Tax (Administration and Enforcement) Regulations "the court shall make the [liability] order if it is satisfied that the sum has become payable by the defendant and has not been paid.", including at (7) (b)a sum of an amount equal to the costs reasonably incurred by the applicant in obtaining the order, but only a Notice of Liability order from the Council.
3. Under your obligations in Schedule 12 of the Tribunals Courts Act 2007<sup>32</sup>("TCA2007") which authorises the creation the Taking Control of Goods Regulations 2013, which at 6(1) you must a minimum of 7 days and provide at 7. written notice to me with the following evidence to support your claimed rights:
  - (a) the name and address of the debtor;
  - (b) the reference number or numbers;
  - (c) the date of notice;
  - (d) details of the court judgment or order or enforcement power by virtue of which the debt is enforceable against the debtor

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<sup>30</sup><https://www.legislation.gov.uk/ukpga/1980/43/part/III>

<sup>31</sup><https://www.legislation.gov.uk/ukpga/1984/28/section/85>

<sup>32</sup><https://www.legislation.gov.uk/ukpga/2007/15/schedule/12>

- (e) the following information about the debt—;
  - (i) sufficient details of the debt to enable the debtor to identify the debt correctly;
  - (ii) the amount of the debt including any interest due as at the date of the notice;
  - (iii) the amount of any enforcement costs incurred up to the date of notice; and
  - (iv) the possible additional costs of enforcement if the sum outstanding should remain unpaid as at the date mentioned in paragraph (h);
- (f) how and between which hours and on which days payment of the sum outstanding may be made;
- (g) a contact telephone number and address at which, and the days on which and the hours between which, the enforcement agent or the enforcement agent’s office may be contacted; and
- (h) the date and time by which the sum outstanding must be paid to prevent goods of the debtor being taken control of and sold and the debtor incurring additional costs.

**“YOUR IGNORANCE OF THE LAW IS NO EXCUSE”**

4. Accordingly I require the details of the court issuing:
  - 4.1. the **liability order** which creates your believed right and my alleged obligation, which as a minimum must include
    - 4.1.1. The case number, and
    - 4.1.2. The details of the issuing judge, and
    - 4.1.3. The date of the claimed order, and
    - 4.1.4. The amount granted by the court and cost awarded.
  - 4.2. If your claim is also with a **warrant of control**, I further need
    - 4.2.1. The case number, and
    - 4.2.2. The details of the issuing judge, and
    - 4.2.3. The date of the claimed order, and
    - 4.2.4. The amount granted by the court showing amount granted and cost awarded
  - 4.3. Your authority of enforcement, and
  - 4.4. Details of any attending agents so they can be verified before you or they attend.
5. Until you have provided this evidence you now have no lawful authority, and hence must cease your claimed beliefs, and desist any further action until you have provided the listed evidence, and
  - 5.1. Any charges to date are unlawful under Section 66 (1)(a) and (b) of Schedule 12 of the Tribunals Courts and Enforcement Act 2007<sup>33</sup>, and
  - 5.2. Harassment of debtors under section 40(1) of the Administration of Justice Act 1970<sup>34</sup>, and
6. Should you fail to provide the required evidence within 7 days you are hereby notified that any further actions amount to:
  - 6.1. **Breach of Documentary Evidence Act 1868<sup>35</sup>, section 4:**  
By claiming the Liability Order is issued by the court at (a) creating a valuable security, namely a debt enforceable under the rules of the court in your notice of liability order, and
  - 6.2. **Breach of Forgery Act 1913<sup>36</sup>, section 2:**

<sup>33</sup><http://www.legislation.gov.uk/ukpga/2007/15/schedule/12/paragraph/66>

<sup>34</sup><http://www.legislation.gov.uk/ukpga/1970/31/section/40>

<sup>35</sup> <https://www.legislation.gov.uk/ukpga/Vict/31-32/37/contents>

<sup>36</sup> <https://www.legislation.gov.uk/ukpga/1913/27/contents/enacted>

- 6.3. By claiming the Liability Order is issued by the court at (a) creating a valuable security, namely a debt enforceable under the rules of the court,
  - 6.4. **Breaches of the Theft Act 1968<sup>37</sup> sections 17 and 21:**  
section 17 of the Theft Act 1968 by false accounting, and  
section 21 by blackmail, being with the knowledge that I was able to pay the claimed debt continued to make unwarranted demands with menace, and
  - 6.5. **Breaches of the Fraud Act 2006<sup>38</sup> sections 2 and 3:**  
section 2. Fraud by false representation and  
section 3. Fraud by failing to disclose information, and  
section 7. Making or Supplying Articles for use in fraud
  - 6.6. **Protection from Harassment Act 1997**  
section 1. (1A) (c)(i) and (ii), and  
should you not cease and desist your conduct will be causing fear, alarm and distress which can result in a sentence of up to 10-year imprisonment if convicted under section 4., or up to 6 months under section 2, and or a fine.
7. In addition, should you not cease and desist until you have proven your lawful right and my obligation then you will be breaching my peace and thereby committing a trespass against myself, and will be charged £500 per hour or part hour payable within 7 days for each incidence relating to this matter for the trespass, including further correspondence which is a trespass upon my time if it either makes claims that you have no lawful right to make, or you create further dispute where none exists.

[18 - your first name only]

[19 - date]

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<sup>37</sup> <https://www.legislation.gov.uk/ukpga/1968/60/contents>

<sup>38</sup> <https://www.legislation.gov.uk/ukpga/2006/35/contents>