

# *Meet Your Strawman*



This is a picture of "The Houses of Parliament" in London, England.

## *Let's have a little quiz:*

1. Who meets there?
2. What do they do there?
3. Do they help you in any way?

## *If your answers were:*

1. "Members of the government"
2. "They represent all the people living in the country" and
3. "Yes, they create laws to protect me and my family."

*Then let me congratulate you on getting every one of the answers wrong.*

*Didn't do too well on that quiz? OK, let's have another go:*

4. When was slavery abolished?
5. Was slavery legal?
6. Are you in debt to a financial institution?

*Here are the answers:*

1. The serving officers of a commercial company.
2. They think up ways to take money and goods from you.
3. No, absolutely not, they help themselves and not you.
4. Slavery has NEVER been abolished and you yourself, are considered to be a slave right now.
5. Yes, slavery is "legal" although it is not "lawful" (you need to discover the difference).
6. No. You are NOT in debt to any financial institution.

*Does this seem a little strange to you? If it does, then read on:*

## **THOSE IN POWER HAVE A BIG SECRET**

Paying tax is **OPTIONAL !!**

Registering a vehicle is **OPTIONAL !!**

Paying a fine is **OPTIONAL !!**

Attending a court is **OPTIONAL !!**



## **YOU CAN IF YOU WANT TO, BUT YOU DON'T HAVE TO**

*Surprised? Well – try this for size:*

**Every Mortgage and Loan is FULLY REPAYED from day one – you can pay it again if you want to, but you don't have to !!**



*If nobody nobody has told that you that you have a Strawman, then this could be a very interesting experience for you.*

*Your Strawman was created when you were very young, far too young to know anything about it. But then, it was meant to be a secret as it's purpose is to swindle you, and it has been used very effectively to do just that ever since it was created.*



*Perhaps it is about time that you learnt about your strawman and how you can stop it being used against you. Knowing about it is the most important first step. You need to go on a journey of discovery, and I'm afraid that what you are about to discover is not very pleasant. However, if you decide to act on what you learn, it could change your life for the better. If you think that you are in debt, then you can get out of it if you are willing to stand up for your rights and refuse to be swindled any longer. Interested? If so, then let's start at the beginning and find out where your strawman came from and why you should care about it.*



*It all started when your parents had a happy event and you entered the world. You don't know exactly when that was, because you were not aware of the days of the week, the months of the year or even what year it was. Even after some months had gone by, you still were*

not aware of these things, but by that time, your strawman had already been created and it was being used to make some very unscrupulous people rich. None of this was your fault. It happened because your parents were fooled into thinking that they needed to register your birth and get a birth certificate for you. So, they APPLIED for a birth certificate, not understanding what would happen when they did.



Well then, what did happen? According to the Local Authority:

1. They lost ownership of their baby (you).
2. They allowed a strawman to be created.

This is not something which they can be blamed for, as nobody told them it would, or even could, happen. Nor did anybody tell them what a strawman is or how it can be used against their baby. In actual fact, the "registration" is a contract and in reality, it is null and void because there was not full disclosure by the Local Authority, nor was there 'intent to contract' on the part of the parents.

The registering of a baby's birth actually passes "ownership" of the baby to the Local Authority and that, and that alone, allows the Local Authority staff to take the child away from the parents if they ever want to do that. This applies until the child reaches the 'age of maturity' set by the current legal statutes. Doing that is not "lawful" but after the birth has been registered, it is "legal" and there is a world of difference between those two terms, a difference which it is very important that you come to understand clearly.

### So, What is a Strawman?

A strawman is a fictitious legal entity, created with the hope that as the child grows up, he will be fooled into believing that he is actually the strawman (which he most definitely is **not**) and pay all sorts of imaginary costs and liabilities which get attached to the strawman by con artists.

### How is a Strawman Created?

Well the mechanism involves that unnecessary birth certificate which the parents imagine is about, and belongs to, their baby (neither of which is actually true). If the baby has been named James and the family name is Martin, then you would expect the birth certificate to have the name James Martin written on it. If that **is** what is written on it, then all is well and it is a genuine birth certificate and nothing more. However, if any other name is there, then the document is

**not** a birth certificate but instead is the creation of a strawman masquerading as James Martin. The alternative entries might be any of the following examples: "JAMES MARTIN", "Mr James Martin", "Martin, Mr James" or anything else which is **not** exactly "James Martin" and nothing else.

### Why Create a Strawman?

The answer is 'in order to charge the strawman imaginary costs and penalties and fool the human James Martin into paying those amounts'. These imaginary charges include 'Income Tax', 'Council Tax', 'Inheritance Tax', 'Capital-Gains Tax', 'Road Tax', 'Import Tax', 'Value-Added Tax', 'Fuel Levy', 'Loan Interest', 'Bank Charges' and anything else



*that full-time professionals can think up and are confident that you will not notice that you never agreed to pay and don't need to pay.*

## **Legalese**

*"Legalese" is a secret language invented to trick you. It uses English words but attaches secret meanings to those words with the sole intention of stopping you believing that what they are saying to you has nothing to do with the normal meaning in the English language. Their purpose is to cheat you and rob you.*



*For example, they will say to you "Do you understand? ". In English, that means "Do you comprehend what I am saying to you?" and the automatic response would be "Yes", meaning "I do comprehend what you are saying to me". But these sneaky, underhand people have changed the meaning in Legalese to mean "Do you stand under me? " meaning "Do you grant me authority over you so that you have to obey whatever I tell you to do?".*

*What makes it even worse, is the fact that they will never tell you that they have switched from English to Legalese, and if that is not dishonest, underhand and unscrupulous, then I don't know what is! If you answer the question believing that English is being spoken, then they pretend that you are contracting with them to become subordinate to them. Whether or not that is actually true is debatable because that is effectively a verbal contract between you and them and for any contract to be valid, there has to be full and open disclosure of all of the terms of the contract, and then, unreserved acceptance by both parties, and in these cases, that has most definitely, not occurred.*

*But what is the point in all this? Well, this manoeuvre is intended to trick you into agreeing to represent your strawman. Why? Aaah now, that is a good question, but to answer it takes a bit of explaining, and you need to understand the overall situation:*

*All humans are born equal, with complete freedom of choice and action. If you live in the same place as a lot of other people, then there are a few restrictions which have grown up, by common consent, over time. These restrictions are for your protection and the protection of the other people living near you. These restrictions are called "the Law" (or more accurately: "Common Law") and they are few in number and very easy to understand. They are:*

*You must not injure or kill anyone.*

*You must not steal or damage things owned by somebody else.*

*You must be honest in your dealings and not swindle anyone.*



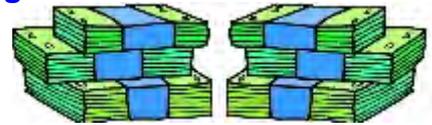
*These have resulted from hundreds of years of disputes which have been dealt with through using common sense and the opinions of ordinary people. They are the only limitations on you, and if you don't want to abide by them, then you need to go to some isolated place and stay away from other people.*

*Many people think that there are hundreds of other laws which they have to keep (and new ones every other day), but that is not so. Those other things are called "statutes" and keeping them is optional for you, the human, BUT they are **not** optional for your fictitious strawman, and that is why the people who benefit from those things want to*

*persuade you to represent your strawman and so become subject to all of their invented restrictions and charges.*

*If you knew that they were optional, would you agree to:*

1. Give most of your earnings away in taxes and similar charges?
2. Pay to own a vehicle?
3. Pay to own a television set?
4. Pay to drive on roads which were built with your money?
5. Be forced to join armed services if you are told to?
6. Send an army which is supposed to represent you, into another country to murder innocent people there?



*Were you ever told that these things are optional? If you agree to represent your strawman, then these things become binding on you. These are some of the "statutes" which 'politicians' keep inventing in order to make you poor, make them and their friends rich, and keep you in a position where you have to do everything they say, no matter how much that harms you and does away with your natural rights and freedom.*

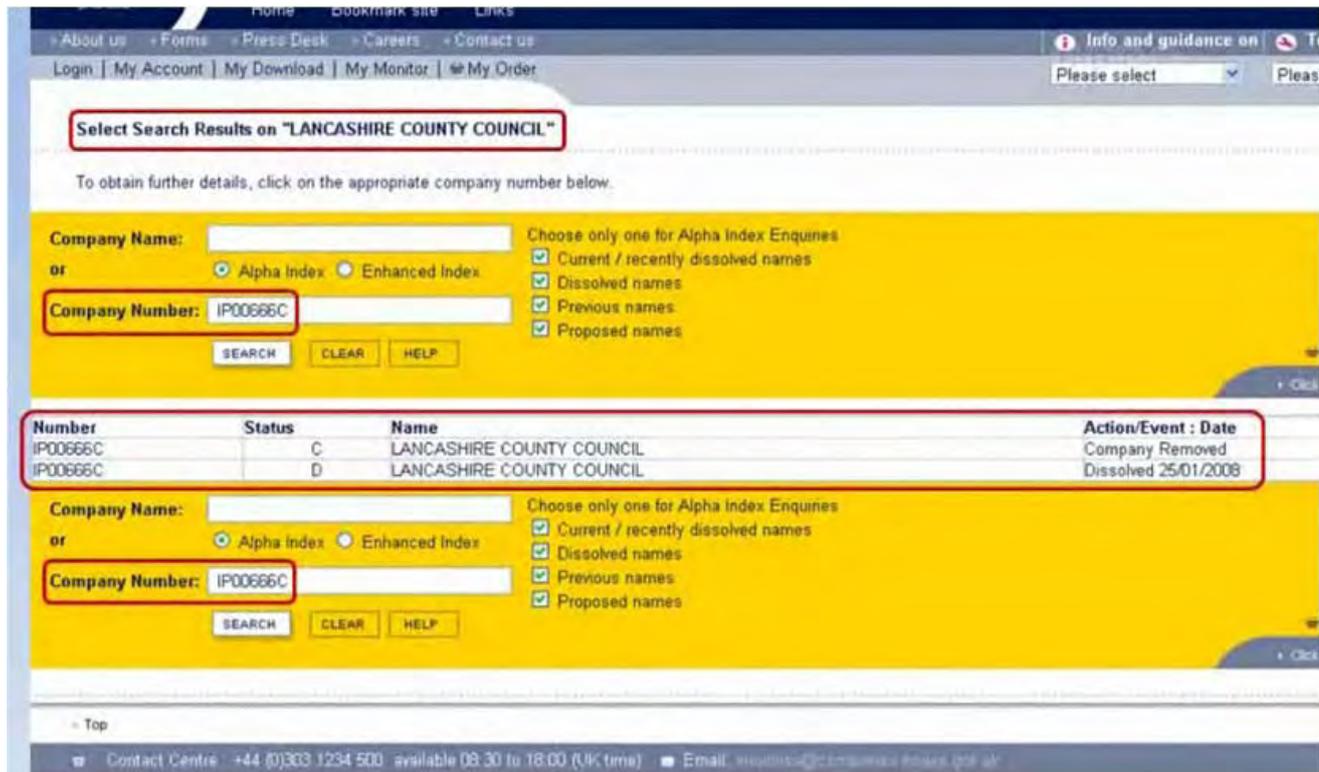
*But, says somebody, we elect a government to represent us and so we have to do what they say, after all, they have our best interests at heart don't they?*

*Well, that is a nice thought, but is it actually true? No it isn't. You think that you elect politicians to represent you in your government, but that is not what you actually do. That is part of a very carefully fostered illusion intended to keep you in your place and giving most of your earnings away (typically, 80% of all you earn). Part of the **secret** is that what is supposed to be your 'government' is actually a privately owned, for-profit company and all that you do when voting, is help choose the serving officers inside that company. It will never make the slightest difference to what happens in the future as the company policy and actions are controlled by the owners of the company and they are not influenced in any way whatsoever by what you want.*

*Think this is far fetched? Then check it out via Dun & Bradstreet or any of the other places which records the setting up and performance of the 160,000,000 commercial companies world-wide. When you do that, you will discover that, for example, **the House of Commons** is a commercial for-profit company (number UC2279443), **The Labour Party** is a commercial company which trades under the name of "Allister Darling MP", **The House of Lords** which is the highest court in the land is a private company, **the United Kingdom Corporation Ltd.** formerly known as the "United Kingdom plc" and which never complied with the law which requires it to file it's financial records, is also a private company. **The Ministry of Justice** D-U-N-S Number 22-549-8526, Directors: Lord Falconer of Thoroton is a private company set up in the year 1600. **The Bank of England** is a private company, as is **every Court and every Police Force** and even the **Secretary of State for Trade and Industry** is a company and not a person.*

*It gets even more ridiculous when you discover that **The Devon and Cornwall Police** is a company which has been taken over by a company owned by IBM which is paid an annual budget of £256,800,000 taken from members of the public. Gilbert and Sullivan would have loved this reality as a script for one of their comedies. **Lancashire County Council** was incorporated as a company (IP00666C) in 2002. It's registered office was "3rd Floor, Christ Church Precinct, County Hall, Preston" and it was completely dissolved on 25th January 2008 and all of it's Assets and Liabilities were transferred on 12th November 2007 to another company - "The Blues and Twos Credit Union Ltd."*

**whose registered address is Lancashire Police Headquarters, PO Box 77, Hutton, Preston. Do you by any chance get the feeling that you are being taken for a ride here?**



**Just in case you are not aware of it, the purpose of any commercial 'for-profit' company or corporation is to make money for it's owners (and shareholders if there are any). The people whom you think of as 'The Government' don't do anything which earns money - instead, they take money from you and their main job is to make sure that you don't realise that they are in the same position as IBM which takes away a cool £256 million of your money every year.**

**So, why all the pretence of there being a genuine government which you elect and who serve you? They don't want you to understand that they are just running a company which produces nothing of any worth - something like a betting shop, where almost every customer loses money - and wake up to the fact that, unlike what you have been told all your life, this is all optional and you don't need to play their rip-off game any longer unless you want to.**

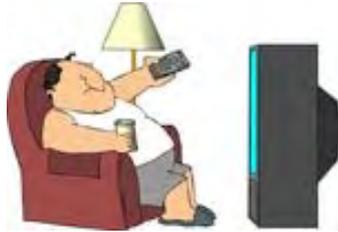


**They want you to be so burdened down with paying them money and working so hard and so long that you don't have the time, money or energy to stop and think about what is happening to you and your family.**



**They are desperate to stop you from just walking away from their scam, and so they make every effort to connect you with the fiction which is your **strawman** because fictitious entities like commercial companies can't have any dealing with a real man or a real woman - they can only deal with another fiction like your strawman, and it is essential that they fool you into believing that you have to act on behalf of your strawman - which you don't.**

They have a number of well-proven methods of distracting you and keeping you from finding out. They want you to see a great deal of entertainment, not because there is anything wrong with entertainment, but while you are watching it you will not be asking awkward questions. Also, they



are very careful that most entertainment reinforces their make-believe world and makes it appear to be "the real world" where everyone is under 'The Government', Police Officers uphold the law, taxes are essential in order to keep things going and things which are said to be bad for you, are taxed heavily (not to make money) but supposedly, to encourage you to avoid those things. You will notice that they keep saying that their invented "statutes" are "the law" which they most certainly are not, but if they say it often enough, people start believing it and never think to question what they say.

They also have another very effective technique, and that is **fear**. They want you to be afraid. Afraid of imaginary terrorists. Afraid of disasters. Afraid of new diseases. Afraid of foreign countries. Afraid of "the economy" doing badly and inflation rising. If you doubt this, then take a look at the news and count the number of positive, uplifting news items, and the number of negative or depressing news items. It doesn't take much in the way of research to see the very heavy negative bias in the news. The reason behind this is to make you feel that you need a government and an army to protect you from these supposed dangers. It is easy to keep the news items biased that way, because all of the major news agencies and media outlets in the world are owned by only five or six privately owned commercial companies.

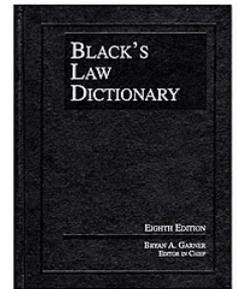


So to supposedly connect you to the strawman which they created for you when your birth was registered, they use the **Legalese** technique of conning you with the **Name** of the strawman. If you are ill-advised enough to go to a Court (which is a Corporate place of Business) as "the accused", you will be asked to confirm your name, quoting the full name shown on your birth certificate, which is the **LEGAL PERSONALITY**. Titles such as Mr, Dr, Lord, PC, QC, or whatever are not asked for as they are not required. The "Accused" is actually the **LEGAL PERSONALITY** which is the name on the birth certificate, so when they ask for the person's **NAME**, they are talking to the **LEGAL PERSONALITY** and not the human. This is because a human cannot exist in the legal world - only pieces of paper can, and that is something which they are very careful not to tell you.

This is a really key issue. **Natural Law and Common Law are the only laws which apply to humans and they deal only with harming other people or causing them loss, and outside of those restrictions, a human has free and unlimited entitlement to do anything he chooses which complies with these principles. As opposed to this, Acts of Parliament, "Statutes" and Statutory Instruments "Contracts" do not apply to the human but only to the piece of paper which is the LEGAL PERSONALITY and which has no reality. As the legal fiction of the LEGAL PERSONALITY was created by the company called "the United Kingdom Corporation", it is that company which gets to say what the rights and duties are for that piece of paper.**

When a person is born in Britain, the mother and father submit a Birth Certificate Registration Form, which is a piece of paper. There is no requirement under common law to do this. When any limited company or corporation is set up, there is always a

**Certificate of Registration in order to create it's LEGAL PERSONALITY and that is a piece of paper. Please note that a British Birth Certificate states quite clearly that it is not evidence of identity, that means that, it has nothing to do with any human. Marked on it is "Crown Copyright" showing clearly that it does not belong to an individual and was created by the crown. This act of Registering a child, makes that child a "ward of the court" and the child can be taken away from the parents at any time. The Legalese definitions of words which sound commonplace, can be found in Black's Law Dictionary and the current edition is the eighth. Interestingly, in Legalese, you the human are defined as a "monster" which shows exactly what the people who use Legalese think of you - charming people aren't they?**



**Another trick they try to play on you is to imply that a **Summons** is something which you **MUST** obey while in fact, it is only an **Invitation** to attend their place of business. They are NOT inviting you, the man, but instead, they are inviting a LEGAL PERSONALITY to their place of business, and please note that there is a CHOICE as it is only an invitation. The LEGAL PERSONALITY is just a piece of paper, a BIRTH CERTIFICATE created by the commercial company called "The United Kingdom Corporation" and it is not the human. You can't be forced into a contract, so they have to deceive you into entering into one without understanding what you are doing. They are using deception as every Magistrates Court is a trading name of the commercial company called "The Ministry of Justice" D-U-N-S Number 22-549-8526 which does not have a Parent Company listed meaning that it is a Parent Company itself. Legal people on being shown this company registration, responded by saying that if this information is genuine (which it is), then the UK has been lawless for more than 400 years because the whole Justice System is being dealt with by a commercial company.**



**Going to court in connection with any civil action, is a very bad idea as the only function of a court is to judge between two parties who disagree and then penalise the loser. The court doesn't care who wins or loses, and the objective of the court is to make a profit for it's owners as it is a commercial enterprise and it's purpose is to acquire money from anybody who is fool enough to attend. If you look at the Summons (which is really an invitation) to go to court, you will see that it is not in your name, but in the name of the strawman which they are hoping to fool you into representing.**



## **Dealing With "Debt"**

**Because of the very high percentage of the money earned being taken away from the average person, it is not unusual for people to end up with what looks like "debt". Most people spend their time worrying over the statement of what they are told they owe, and do endless calculations to see if they agree with the numbers which they have been sent. Again, this is the sort of misdirection which magicians use to fool audiences, distracting their attention away from where the action is really taking place. Here, the question is really not "How much is owed?" but instead it is "Is anything actually owed?"**



You need to remember that any financial institution is a legal fiction and does not actually exist. As a result of this, it can only deal with other legal fictions (essentially, other pieces of paper) and it can't have any dealings with a man or a woman as they are **not** legal fictions. It is also important to understand what passes for money nowadays. Let's say our trusty friend James Martin goes looking for a loan and he fills in an application form with the Swindle Bank Limited for £10,000. Interestingly, the form which he is asked to sign, says that he has **already** received the £10,000 although the loan has not yet been approved.

The next day, the loan is approved and James is handed a cheque which he is asked to sign and lodge to his account with the bank. We won't follow up on that very interesting procedure at this time, but please remember that he has now provided **two** signatures for £10,000 in the strawman name, and all he has received is a 1 and four zeros in the accounts of the Swindle Bank Limited.



All goes well for several months until James loses his job and does not manage to get another one. This is financial trouble which he does not know how to deal with. Time goes by and James has not had sufficient money to make payments against his loan from the Swindle Bank Limited. He starts getting letters from the bank saying that he **must** pay the arrears immediately and keep up with the payments in future. There is not the slightest chance of that happening as James just does not have the money and he does not know what to do.

Fortunately, Peter, the next door neighbour of James happens to be an independent financial advisor with years of experience, and James has the brainwave of asking him for help. Peter is willing to help and so he sits down and goes through all of the paperwork. Then he tells James: "You must not ignore this situation. Write back immediately and say that you agree to pay any financial obligation which you might **lawfully** owe, **ON CONDITION** that they:



1. Provide validation of the debt, that is, the actual accounting.
2. Verification of their claim against you, that is, a **signed** Invoice.
3. A copy of the Contract binding **both** parties (you and them), and send that letter by recorded delivery so that there is an independent witness to it having been delivered."

Every letter you write should be marked clearly "**Without Prejudice**" which means that you reserve all your lawful rights and accept no contract unless it is shown to be lawful by meeting the four conditions essential to a lawful, binding contract, namely:

1. Full Disclosure (you were not told that you were actually creating the credit with your signature)
2. Equal Consideration (they brought nothing of value to the table and so have nothing to lose)
3. Lawful Terms and Conditions (yours were actually based on fraud), and
4. The signatures of **both** parties (corporations can't sign because they have no Right or Mind to contract since they are soul-less legal fictions, and no third party can sign a contract on their behalf).

Peter then tells James that agreeing to pay, provided that evidence of a lawful debt can be produced, stops him being taken to court because courts only adjudicate between

parties who are in dispute, and as James has agreed to pay, there is no dispute, so the court would not accept any application for a hearing. If the Swindle Bank were foolish enough to try, James has only to send the court a copy of his letter agreeing to pay and the case would be thrown out immediately (and the Bank might well be penalised for wasting court time).

The bank is now in trouble as it has been running a con game on James and so can't produce the documents for which James has asked. The request by James was reasonable in every respect. However, a loan agreement is a contract and so there has to be full disclosure of all the details (which there wasn't), both sides have to put up something of equal worth (which didn't happen) and the contract has to be signed by both parties (which the bank can't do). So, the bank has a real problem.



The bank will probably send a Statement of what it wants James to believe is the outstanding amount. James should return this with a polite note saying that a Statement is not an Invoice, so would they please provide a signed Invoice as requested. They will also probably send a photocopy of his Loan Application form, at which point James should write back and point out politely that it does not constitute a contract as it is only signed by one of the parties (himself) and he has asked for a copy of the Contract signed by both parties.

The bank is likely to go silent at this point and stop corresponding with James. James should then write again, requesting that the necessary documents be sent to him within the next fourteen (or perhaps 28) days, and if that does not happen, then he will consider the debt to be fully discharged.

The bank will either remain silent or write back to say that the debt is fully discharged. If the bank tries phoning, then just tell them politely that you only wish to deal with this matter in writing, and ring off. If the bank remains silent for the stated period, then James should write back stating that due to the bank's failure to provide the necessary evidence of a lawful debt within the reasonable time provided, that James now considers that the debt is fully discharged and ask the bank to confirm that in writing. The bank will normally write back confirming that the debt is fully discharged and that there is nothing owing and if it does not do that, then it will just stop asking for any further payments.



The reasons for how and why this takes place, takes a good deal of explaining and many people find it difficult to understand. So, it is covered in detail here. Many people think that this process sounds like you ripping off the bank, but this is definitely not the case.

## What is money?

Originally in England, the unit of money was called "one pound sterling". That was because it was literally, sterling silver a weighing one pound. As it was quite difficult to carry several pounds weight of currency round with you, it was arranged that the actual silver could be held in a bank and a promissory note which was essentially, a receipt for the deposit of each pound of silver, was issued. It was much easier to carry these "bank notes" around and to do business with them. If you wanted to, you could always take these notes to a bank and ask for them to be cashed,



*and what happened then was that the bank would hand you the equivalent weight of sterling silver in exchange for the notes.*

*Today, the currency in England is still "bank notes" which are certainly easier to carry around, but there is one very important difference. These notes are issued by the private company called "The Bank of England" (which is as good a name for a company as any other name). However, if you were to take one of their bank notes to the premises of that company and ask for it to be cashed, all that they would do is give you another note with the same number of pounds written on it, or alternatively, some other notes with smaller numbers printed on them. This is because, unlike the original bank notes, there is nothing of any physical value backing up the bank notes of today - they are only worth the physical paper on which they are printed.*



*It actually gets worse than that. What happens most commonly nowadays is that they do not even bother printing those pieces of paper. Now, they just tap some numbers into a computer record, or if they are old-fashioned enough, they write the numbers into a ledger. What do those numbers represent? Nothing at all - they have no actual value, in other words, just as much value as if you typed them into your own computer - quite meaningless. And yet, a bank or other financial institution will merrily "lend" you those numbers in return for years of your work - now isn't that really generous of them?*

*Actually, this is not at all funny, because if you don't keep paying them money earned by your very real work, then they will attempt to take your house and possessions away from you. This won't happen if you understand that what they lent you was actually valueless. Take the case of Jerome Daly of Minnesota in America. In court, Jerome challenged the right of the bank to foreclose on his home which had been purchased with a loan from the bank. Jerome argued that any mortgage contract required that both parties (that is, himself and the bank), to put up a legitimate form of property for the exchange. In legal language, that is called a legitimate "consideration" put forward by both parties to the contract.*

*Jerome explained that the "money" was in fact, not the property of the bank as it had been created out of nothing as soon as the loan agreement was signed. That is, the money does not come out of the bank's existing assets as the bank is simply inventing it and in reality, the bank is putting up nothing of it's own, except for a theoretical liability on paper. As the court case progressed, the President of the bank, Mr Morgan, took the stand and admitted that the bank, in combination with the (privately owned commercial company called) "The Federal Reserve Bank", created the entire amount of the loan in credit in it's own books by means of a bookkeeping entry, the money and credit coming into existence when they created it. Further, Mr Morgan admitted that no United States Law or Statute existed which gave him the right to do this. A lawful consideration must exist and must be tendered to support the loan agreement. The jury found that there had been no lawful consideration put forward by the bank and so the court rejected the bank's application for foreclosure and Jerome Daly kept his home.*



*That is exactly the situation with all British mortgages. When someone makes an application for a mortgage or any other loan, the applicant's signature is required on the*

*application form before the loan is approved. That signed application is a valuable piece of paper which the bank can lodge in its accounts as a credit to the bank for the amount of the loan. The bank could just keep that application form and stay £100,000 or whatever, ahead, but they want more, much more. They want the borrower to pay them that same amount again, funding it by years of work, and not only the amount of the supposed "loan" but significant extra in interest. Why do you think that they are so keen to lend you "money" - they are even willing to lend to people with very poor credit records as there is no way that the bank can lose out on the deal, no matter what happens.*



*This is why, if a company starts demanding payment of large sums of money, you start by asking them to provide the "accounting" for the deal. In other words, you are asking them to show in writing that they provided something of genuine worth as their side of the loan contract. As they invented the money as numbers in their books with no real worth attached to those numbers, they are in deep trouble as they can't comply with your demand to see their accounting for the deal. Did you ever wonder how the average bank manages to make hundreds of millions of pounds profit every year? Well, you are looking right at where a large chunk of it comes from.*

### **The Bookkeeping**

*This next part of the information may be a little difficult to understand. When any business is being run, the accounts are recorded as money coming in and money going out. For a bank, the money coming in is called a "Credit" and money going out is called a "Debit". The objective is to have these two amounts match each other for any customer. Not everything done in banking is immediately obvious to the average person and so it may be a little difficult to understand how everything works in this area.*



*If you have an account with a bank and you deposit £500 to open the account, the bank enters that in its books as a Credit. The Credit on your account is £500 and the Debit is £0 and so the balance has a positive, or Credit value of £500.*

*If you were to withdraw £600, then the bank would record this as a Debit of £600 and as the Credit balance on your account is £500, the balance on your account would be £100 in Debit, that is, overdrawn by £100.*

*If you were to lodge a further £100 and then close your account, the bank would not have any problem, other than the fact that they would like to keep you on as a customer. As far as the accounting goes, your account is balanced and the bank is satisfied with the state of affairs, £600 has come in and £600 has gone out, the books balance - case closed.*

*Now, if you were to apply for a loan (mortgage or otherwise) for £100,000 from the bank, they would give you an application form which is set out in such a way that you have to fill in the strawman's name rather than your own - separate boxes with one of them containing "Mr" and they may even require you to fill the form in using block capitals. You may think that the capitals are so that they can read you writing or perhaps, to make it easier for it to be entered into a computer, but the name in those capital letters belongs to the strawman and not to you. You have actually just made an application on behalf of the strawman and not on behalf of yourself!*



*You might wonder why they would want to do that. After all, what could they ever get from the strawman? Well, you might be surprised. When the strawman was incorporated they assigned a large monetary value to it, possibly £100,000,000 and they have been trading on the stock market on behalf of the strawman ever since, and you know how many years that has been. So, very surprisingly, in their opinion, the little fellow is really very rich, and you have just authorised them to take the amount of your loan application from the strawman's account. So before the bank passes you any money, it has already got it's money from the strawman account and entered it in it's books as a £100,000 Credit to your loan account. They then place £100,000 into your loan account as a Debit. Interestingly, that loan account is now balanced and could easily be closed off as a completed deal.*

*This is where the sneaky part comes in. To get the money out of your account, you have to write and sign a cheque for £100,000 on that account. What does the bank do with cheques which you sign? It assigns them to the account as an asset of the bank, and suddenly, the bank is ahead by £100,000 because the cheque is in the name of the strawman who can supply the bank with almost any amount of money. But it doesn't end there, as the bank is confident that you know so little about what is going on that you will pay them anything up to £100,000 over the years, against what you believe you owe them! If that happens, then they have made yet another £100,000 for the bank. To make things even better for them, they want you to pay them interest on the money which you (don't actually) owe them. Overall, they make a great deal of money when you borrow from them, so perhaps you can see now why banks make hundreds of millions in profit each year.*

*If the loan was used to buy a property, then the bank probably insisted that you lodged the title deeds with them as soon as the property deal was completed. If you then fail to keep paying them, they are likely to attempt to foreclose on the "loan" and sell your property quickly for an even greater profit. And to add insult to injury, if the property sale did not exceed the amount of the "loan" plus the charges for selling it, then they are likely to claim that you owe them the difference!*

*Perhaps you can now see why Jerome Daly told them to go take a running jump at themselves, and why your asking for "the accounting" for any loan made to you, puts the bank in an impossible situation. If the bank then just writes and says that the "debt" is fully discharged, they still have made a massive profit on the operation and they also hope that the vast majority of customers will not catch on to the fact that they are paying far too much or even that there is a strawman involved.*

*Please don't feel that you are ripping the banks off if you don't pay them what they are asking you to pay - they have already recovered everything paid out before you start paying them for the second or third time.*

*When it is a Mortgage the entire process is very much the same. The "Debt-Free Sovereign" web site <http://www.freewebs.com/debtfreeoveraign/> gives a very clear description of the process in Canada, and the process everywhere else is much the same. They describe a typical property sale and mortgage this way:*

**The buyer goes to Magic Bank in response to the bank's claim that it is in the business of lending money in accordance to its corporate charter. The buyer went to the bank believing that Magic Bank had the asset (money) to lend. Magic Bank never tells its**

customers the truth that it does not have any money to lend, nor that Magic Bank is not permitted to use their depositors' money to lend to its borrowers.

Notwithstanding the fact that Magic Bank does not have any money to lend, Magic Bank makes the buyer/borrower sign a mortgage loan application form which is essentially a promissory note that the buyer/borrower promises to pay Magic Bank for the money (what money?) which he is supposed to receive from Magic Bank even before any value or consideration is received by the buyer/borrower from Magic Bank. This promissory note is a valuable consideration, a receivable and therefore an asset transferred from the buyer to the bank which Magic Bank enters into its own asset account as a cash deposit.

After making sure that the buyer has the ability to pay the required monthly payments (the buyer has credit), Magic Bank agrees to lend the buyer the money (cash) to pay the seller. Magic Bank has no money to lend but it gave the buyer a promise to lend money by way of a commitment letter, loan approval letter, loan authorisation or loan confirmation letter, etc., signed by a bank official or loans/mortgage officer employed by Magic Bank.

Magic Bank's acceptance of the buyer's promissory note made the bank liable to the buyer/borrower for the full face value of the promissory note which is the agreed purchase price of the property, less any cash deposit or down payment money paid by the buyer directly to the seller. It is important to note at this point that all real estate transactions require that the property being sold must be conveyed by the seller to the buyer **free of all liens and encumbrances** which means that all liens such as existing mortgages, judgments, etc. must be paid before the property can be mortgaged by the buyer as collateral to the mortgage loan which is yet to be received by the buyer pursuant the promise made by Magic Bank. How can the seller pay off his mortgage and obtain clear title if he has not yet received any money from the buyer? And how can the buyer mortgage a property that does not yet belong to him?

This dilemma is solved using Magic Bank's magic tricks. Magic Bank, in concert with other magicians, the bank's lawyers or notaries, causes all the liens and encumbrances to magically disappear by using a cheque drawn in the name of Magic Bank backed by the buyer's promissory note and the agreement of purchase and sale. This cheque is deposited into the lawyer's trust account. In essence, Magic Bank and it's magicians, the lawyers and notaries used the buyer's promissory note as the cash to enable the purchase agreement. It was the buyer's promissory note that made the conveyancing possible. Magic Bank caused the property to be conveyed to the buyer from the seller clear title, free and clear of all liens and encumbrances. The property now belongs to the buyer which makes it possible for the buyer to mortgage the property to Magic Bank. The buyer paid for it using his own promissory note.

At this point, the seller has not yet received any money or cash so Magic Bank and it's magicians must perform more magic in order to satisfy the seller's requirement that he must get paid or the whole deal is null and void. The seller does not even know that the property had been magically conveyed to the buyer's name in order for the seller to receive any money.

The ensuing magic trick is accomplished this way. The buyer is made to sign another promissory note. The mortgage contract is attached to the bottom of the promissory note which makes the buyer liable to pay Magic Bank for the money or the loan which the buyer has not yet or will never receive for up to twenty five years or more depending

on the term of the mortgage contract. This note is linked to the collateral through the mortgage contract and as such, it is valuable to Magic Bank.

Magic Bank then goes to Bank of Canada or to another bank through its accomplice, the Canadian Payment Association to pledge the deal that they have just got from the buyer for credit. Bank of Canada then gives Magic Bank the "credit". Remember, it is not Magic Bank's credit, it was the buyer's credit who promised to pay Magic Bank if and when the money is received by the buyer from Magic Bank, payable for up to 25 years or more.

**Note:** What happened above is basically a "swap", a transaction all banks do to 'monetise' security. In this case, the second promissory note that is linked to the mortgage contract and signed by the buyer is a mortgage-backed security.

Magic Bank will then agree to pay Bank of Canada a certain percentage of interest over "prime". Thus the buyer's loan package goes to Bank of Canada which credits Magic Bank with the full amount of credit which is the total amount of the money Magic Bank is entitled to receive after 25 years which is the amount of the principal plus all the interest payments the buyer has promised to pay to Magic Bank for 25 years or more which is usually three times the amount of the money promised by Magic Bank to the buyer. By magic, Magic Bank just enriched itself and got paid in advance, without using or risking its own money.

Magic Bank's magician, the lawyer who holds the cheque that is backed by the buyer's original promissory note, then writes a cheque to the seller as payment for the property. In effect, the buyer paid the seller with his own money by virtue of the fact that it was the buyer's own money (the promissory note) that made the purchase and sale possible. Magic Bank just made a cool 300% profit without using or risking any capital of its own. Neither was there any depositor's money deducted from Magic Bank's asset account in this transaction.

What really happened was pure deception and if we the people tried to do this, we would end up in prison being found guilty of fraud and criminal conversion not to mention that the property would have been seized by the court.

This is only a crime if we, the people, do it to each other, as it would be an indictable crime if we issue a cheque with no funds. There would not be any deal, no purchase and sale agreement because there is no valuable consideration. In order to de-criminalise the transaction, we need Magic Bank and their cohorts to make the deal happen. It is really a conspiracy of sorts but these "persons", the banks, the lawyers, the land title offices or even the courts do not consider the transaction as fraudulent transactions because these transactions happen all the time.

Such a contract is "void ab-initio" or "void from the beginning" which meant that the contract never took place in the first place. Moreover, the good faith and fair dealing requirement through full disclosure is non-existent which further voids the contract. Magic Bank failed to disclose to the buyer that it will not be giving the buyer any valuable consideration and taking interest back as additional benefit to unjustly enrich the corporation. Magic Bank also failed to disclose how much profit they are going to make on the deal.

Magic Bank led the buyer to believe that the money going to the seller would be coming from its own asset account. They lied because they knew, or ought to have known, that their own book or ledger would show that Magic Bank does not have any money to lend

and that their records will show that no such loan transaction ever took place. Their own book will show that there would be no debits from Magic Bank's asset account at all and all that would show up are the two entries made when the buyer gave Magic Bank the first collateral or the promissory note which enabled Magic Bank to cut a cheque which made it possible to convey the property from seller to the buyer free and clear of all liens or encumbrances as required by the agreement of purchase and sale entered into in writing between the buyer and the seller. What really happened was not magic; in reality, the buyer's promissory note was used by Magic Bank and its magicians - the lawyers and land title clerks, to convey free title to the buyer from the seller. So why do we need the mortgage contract?

The other entry that would show up when we audit Magic Bank's accounts, is the other pledge of collateral including the buyer's promissory note which was converted (unlawfully and without disclosure or permission from the buyer) into a mortgage-backed security which was "swapped" or deposited by Magic Bank to Bank of Canada and "cleared" through the Canadian Payment Association for which another deposit was entered into Magic Bank's transaction account.

From the above, we can list all the criminal acts perpetrated by Magic Bank:

1. The mortgage contract was "void ab-initio" because Magic Bank lied and never intended to lend a single cent of their own asset or depositor's money to the buyer.
2. A valid contract must have lawful or valuable consideration. The contract failed for anticipated breach. Magic Bank never planned to give the buyer/borrower any valuable consideration.
3. Magic Bank breached all its fiduciary duties to the buyer and is therefore guilty of criminal breach of trust by failing in its good faith requirement.
4. Magic Bank concealed the fact from the buyer that it would be using the buyer's promissory notes; first to clear all the liens and encumbrances in order to convey clear title to the buyer and then use the second promissory note to obtain more money from Bank of Canada or other institutions that buy and sell mortgage-backed security. Magic Bank received up to three times the amount of money required to purchase the property and kept the proceeds to itself without telling the buyer.
5. Magic Bank violated its corporate charter by lending "credit" or "nothing at all" to the buyer and then charging interests on this make-believe loan. Banks are only licensed to lend their own money, not other people's money. Magic Bank used the buyer's promissory note to clear the title which essentially purchased the property from the seller. The transaction is "an ultra vires" transaction because Magic Bank has engaged in a contract outside of its lawful mandate. An ultra vires contract is void or voidable because it is non-existent in law.
6. Everyone involved in this undertaking with Magic Bank, starting with the loan or mortgage officer, the lawyers, the land title office and even the central bank are equally guilty by association by aiding and abetting Magic Bank in its commission of its crimes against the buyer and the people who would eventually have to absorb all of the loss through increased taxes, etc.

In the final analysis, Magic Bank and the others who profited from the ultra vires transaction are all guilty of unjust enrichment and fraud for deceiving the buyer and the people, and for acting in concert in this joint endeavour to deceive the buyer.

## Dealing With The Police

Years ago, a policeman was your friend and defender. Things have changed now that Police Forces have become commercial organisations, dedicated to producing a profit by taking money from you in the form of Fixed Penalty Notices, Speeding Fines, Parking Fines and any number of other charges. It was stated on national TV this morning that in the last thirteen years, three thousand additional offences have been invented.



As each individual Police Force is a commercial company, in a way, not unlike a McDonalds Restaurant in strategy, it has no authority to enforce anything, any more than a McDonalds has. The men and women who work under the banner of their local Police Force have two separate roles. When they take up their occupation, they take an oath of office, pledging to uphold the law. That oath, and nothing else, gives them the authority to act to enforce Common Law - that is, the few things which are listed near the start of the "Legalese" section above. It does **not** authorise them to do anything connected with so-called "government" statutes and so they have been trained to use Legalese to entrap uninformed members of the public. To be fair, it is highly likely that members of the police force are not aware of what they are doing and do not understand the difference between "legal" statutes (which are optional) and the "lawful" Common Law requirements which apply to everyone and are not optional.



Please don't get me wrong. Most policemen and policewomen do a great job and assist members of the public, often above and beyond the requirements of their job - opposing bullying, intimidation, fraud, etc. and comforting in cases of bereavement or injury. Admittedly, the commercial companies who control the Police Forces are working hard to end this sort of positive behaviour, using ridiculous "Health and Safety" regulations as an excuse, even to the extent that police officers are instructed to stand by and watch somebody drown and not attempt to save them. This is not the choice of the officer but the instructions of the owners of the company.



Because these thousands of invented offences don't apply to anybody unless they agree to be bound by them, it becomes essential for a police officer to (possibly inadvertently) persuade a member of the public to agree to subject himself to these unnecessary restrictions and agree to pay invented cash penalties to the local commercial company called the "Police Force" or "Constabulary". The normal first attempt to establish this spurious dominance of the police officer is by him asking for your name. This is **not** an innocent question and it is essential that you are very careful in what you say as there are verbal **Legalese booby traps** all over the place.

One suitable reply is "The law does not require me to provide that information" which is entirely correct and avoids pitfall number one, and no matter how often the question is asked, the answer is always the same. It is also vitally important not to argue with a police officer as that is another Legalese booby trap which makes you subject to the thousands of hateful regulations designed to part you from your money. So, only answer questions (ideally with a non-aggressive question) and don't volunteer any information at all.



If the police officer says "You were exceeding the speed limit", you could say "Was I?" as you **don't argue**, nor do you point out that Common Law does not require anyone to keep to speed limits, obey road signs, park only where directed, etc. even though that is perfectly true.

As mentioned before, if the police officer says "Do you understand?" then your response should be "No! I do NOT stand under you in this matter". As before, the question is a **Legalese trap** and has nothing whatsoever to do with understanding anything which has been said.

Under Common Law, an offence has only been committed if there is a victim (somebody who has been killed or injured, had possessions damaged or stolen or who has been defrauded). So, if the police officer keeps pushing you to agree to pay his company money when you don't need to, then a good question to ask might be **Who is the victim?**. An alternative is to ask "What is the charge, or am I free to go?". If you stick to these things, then the police officer has nothing to work on as you have not agreed to be bound by statutes, you have not provided a name and address for him to write on an Invoice (or "Fixed Penalty Notice" as they like to call it) and you have not entered into a "controversy" by arguing with him or into "dishonour" by refusing him point blank.

There is one other thing, and that is, without being aggressive or offensive in any way, you **must not** do anything which he tells you to do because if you do, then those charming Legalese people can see that as you agreeing to "stand under" him and become subject to his "legal" (not "lawful") authority, and so become liable to those thousands of cunning plans called "statutes", carefully crafted in order to rob you in a perfectly "legal" way.



One thing which any police officer needs to become aware of is the fact that they do **not** have any security provided by the Police Force which employs them. In any situation which does not involve Common Law, the police officer is on his own, acting as an individual and as such is wide open to action against him either under Common Law if he is acting unlawfully or by civil court action if his actions warrant it. If there is failure to establish "Joinder" (which is where a human agrees voluntarily to represent the strawman and so become subject to statutes), then the presumed authority of a police officer does not exist in any respect and he is acting solely as an individual whose only authority is to enforce Common Law and nothing else.

## **Registration**

Most people believe that when they buy a new car that they have to register it (in Britain, with the commercial company known as the "Driver and Vehicle Licensing Agency"). What very few people are aware of is the fact that the act of applying for registration actually transfers the physical ownership of the vehicle from you the purchaser who paid the money, to the Licensing Authority who licenced the vehicle. That is, you have just given the vehicle away to a commercial company who has done **nothing at all** for you and which does not have your best interests at heart. As it is unlawful to swindle anyone, I would be most interested to hear any reason whatsoever as to why this registration should not be deemed to be unlawful as I can't think of any reason or basis why this should not be considered blatant and obvious fraud, and there has certainly not been full disclosure of the terms of the contract.



*The change of ownership is shown by the fact that you, the previous owner, are now sent a document stating that you are now "the Registered Keeper" of the vehicle which you have just bought. You are left to pay for maintaining the vehicle which you do not own, and the actual owner can, and will, destroy the vehicle (which cost the owner nothing) if you, the 'Registered Keeper' do not keep on paying for the use of the vehicle. Destroying the vehicle would be unlawful if the vehicle did not belong to the company doing the destroying.*

*The vehicle will be crushed if the "Road Tax" is not paid. That 'tax' is substantial and was originally introduced as a fund contributed to by the drivers of vehicles, in order to build new roads for those vehicles to drive on, and to maintain all existing roads. That was a very reasonable idea, and it means that all the roads in the country belong to the people who paid the money for them to be built and repaired.*

*That Road Tax Fund has been hi-jacked and I have seen reports which state that 85% of that money is taken for other things which are in no way related to roads or driving. Local Authorities say that they can't maintain roads properly as they do not have sufficient funds to do the work. The 'Road Tax' is increased for vehicles with large engines on the laughable excuse that they burn more fuel and so contribute more to global warming. The real reason for the increase is, as ever, just a method of taking more money from people who have no idea what is going on. There is even a proposal now, that motorists be charged for every mile that they drive along the roads which they paid for and own.*

*That, of course, is not the only stream of income from vehicles. A major source of income is from the massive 'tax' on fuel for vehicles, and it has been stated that an incredible 85% of the selling price is the proportion which is not needed for the location, extraction, processing and delivery of the actual fuel. In passing it can be remarked that vehicles can be run on water, compressed air, energy direct from the environment, permanent magnets, and even on gravity. It, no doubt, will come as a great shock to you that the inventors who have done this have disappeared suddenly as soon as they started testing their prototypes. Far fetched? I personally know five people who have been told to "cease and desist - or else". When you understand the billions and billions in profit which are made through selling oil products, actions like that become very understandable, especially since the people who do these things own the police forces and courts and so they know that there will be no comeback no matter what they do.*



*You would think that there could be no further money to be squeezed out of the person who buys a car, but that is not the case. There are two further major charges. The first is an import duty on vehicles brought into the country from outside and that can be a substantial amount. The second is a most damaging charge called "Value Added Tax" in Britain and "Sales Tax" elsewhere. That tax is at present, 17.5% and forms a major increase in the selling price of almost everything. No matter how much your earned income is taxed, the remainder will be used to make purchases, almost all of which will be taxed themselves and the components used in their manufacture, transport and advertising are themselves taxed, raising the price even further. When these things are taken into account, it has been estimated that 80% of a person's earnings is taken away by the various taxes and other unnecessary charges. Professional economists have stated that the supposedly-free people living in 'democratic' Britain are actually substantially worse off than the 'serf' slaves of earlier times - so much for 'freedom' !*

So, what about the **Driving Licence** or in America, the **Driver's Licence**? Under Common Law, humans have the right to travel freely and these days, that includes using a vehicle when travelling. The Legalese people want to persuade you that you are no longer a "Traveller" under Common Law, but instead, you are a "Driver" subject to their statutes, and they demand that a "Driver" must have a driving licence, car tax, car insurance, and anything else that they can think up. If you wish to live in freedom and somebody asks to see your licence (which would have been issued by your 'begging' for the supply of one and so subjecting yourself voluntarily to their authority by doing so), then the question is "Why would I want one of those?".

A driving licence is only needed for the driver of a vehicle which is taking part in commerce. It can be argued that transporting a strawman is a commercial undertaking, so it would be advisable not to have anything related to a strawman with you. It is also very important not to give your name, address or (supposed) date of birth or to show any form of ID as that places you in a position of voluntary submission by:

- (a) Obeying the command of another human being (who is of equal standing to you) and/or
- (b) Associating yourself with, and consequently representing, a strawman who is automatically subject to all statutes, being itself, a legal fiction and part of that fictional world.

So, if you are not carrying a passenger who is paying for the journey and you are not stopping off on the journey to sell things and you are not transporting a strawman, then you are not a "Driver" with a "Passenger", but instead, you are a "Traveller" with a "Guest" if you are accompanied by a human who is not a "person" and who is not carrying a strawman around with him. Travellers do not need a driving licence.

## **Postal Demands**

Each person generally gets a number of demands for amounts to be paid. As an example of this, in Britain there is an annual charge for a television Licence. This is something which Americans find bizarre and highly amusing as they have nothing like it and find the notion laughable. If you get a demand for payment for any such licence, you will notice that it is not addressed to you, the human, but to the fiction which is the strawman which has a name which sounds like your name but is not the same. The name will be printed on the demand in all capital letters, or in rare cases will be preceded by "Mr", "Mrs" or "Miss", and any of those names refer to the strawman who sounds like you and which has a creation date which matches what you have been told was your birthday. You can pay this demand if you want to, but it is entirely optional and remember that it is not YOU who is being billed. Also worth remembering that you, the human, are bound by Common Law and not legal statutes, and Common Law does not require you to pay any form of tax.



The company invoicing the strawman is hoping that you don't catch on to the fact that it is not you who is being billed, and so make the payment as a mistake on your part. Interestingly, the strawman does not own a television set and so is not required to have a licence anyway. Being only a piece of paper, the strawman can be considered to be deaf, dumb, blind and paralysed as it can't perform any action, can't see anything, can't hear anything and can't say anything. Anyway, the company looking for the money is



*in the business of fooling people, so it sends out batches of letters to an area, claiming that a "detector van" will be in the area in a few days and so anyone without a licence will be detected and prosecuted, so better get one now. This is done in the hope that a percentage of the people mailed will fall for it and start paying them money. They may even send around a van with all sorts of peculiar attachments on it, in*

*the hope that it will frighten residents of the area who are not already paying them. A driver of one of those vans says that none of the equipment in the van does anything and certainly can't detect anything to do with television - it's all there as window dressing for the operation. The reality is that they just check the addresses against their database of who is already paying them.*

*If you don't want to pay this unnecessary charge on behalf of a strawman, then you can mark the envelope "NO CONTRACT - Return to Sender" and put it in a post box. Any subsequent letters can be treated in exactly the same way. As in all cases, do not have any telephone conversations about it, as verbal communications bristle with Legalese verbal traps. At most, say that you wish to deal with any such matters by post and terminate the call. It does not matter in the slightest if an employee turns up at your home and hands you a letter or puts it through your letter box. The letter is NOT for you or even addressed to you - it is addressed to the strawman, so it can be posted back the same as any other letter.*

*If you wish, you can take a more forceful, direct stance as demonstrated here by a letter issued by Christopher Lees when dealing with a Fixed Penalty Notice:*

Dear Sirs,

Please read the following notice thoroughly and carefully before responding. It is a notice. It informs you. It means what it says.

The reason why you need to read carefully is simple. I am offering conditional agreement. This removes controversy, and means that you no longer have any ultimate recourse to a court of law in this matter, because there is no controversy upon which it could adjudicate. You always have the option of dragging these conditions into a court of law only to be told that they are, indeed, perfectly lawful. That is, of course, always your prerogative should you decide to waste your time.

For this reason it is important that you consider and respond to the offer in substance. The 'nearest official form' will not suffice, and consequently is likely to be ignored by myself without any dishonour on my part.

On the other hand there is a time-limit on the agreement being offered. It is reasonable, and if it runs out then you and all associated parties are in default, removing any and all lawful excuse on your part for proceeding in this matter.

For these reasons it is recommended that you carefully consider this notice and respond in substance, which means actually addressing the points raised herein.

You have apparently made allegations of criminal conduct against me.

You have apparently made demands upon me.

I do not understand those apparent demands and therefore cannot lawfully fulfil them. I seek clarification of your document so that I may act according to the law and maintain my entire body of inalienable Natural Rights.

Failure to accept this offer to clarify and to do so completely and in good faith within 7 (seven) days will be deemed by all parties to mean you and your principal or other parties abandon all demands upon me.

I conditionally accept your offer to agree that I am legal fiction 'person' Mr Christopher Mark Lees and that I owe £70 for services rendered by your company, upon proof of claim of all of the following:

1. Upon proof of claim that I am a person, and not a human being.
2. Upon proof of claim that you know what a 'person' actually is, in legal terms.
3. Upon proof of claim that you know the difference between a 'human being' and a 'person', legally speaking.
4. Upon proof of claim that you know the difference between 'legal' and a 'lawful'.
5. Upon proof of claim that I am legal fiction 'person' Mr Christopher Mark Lees, being the entity to which your paperwork was addressed, and not Christopher: of the Lees family, as commonly called.
6. Upon proof of claim that the charge was the result of a lawful investigation unmarred by prejudice.
7. Upon proof of claim that I am a member of the society whose statutes and subsisting regulations you are enforcing.
8. Upon proof of claim that I showed you some sort of identification.
9. Upon proof of claim that there is a nameable society that I belong to and that the laws covered within any alleged transgressions state that they apply to me within that named society.

Sincerely and without ill will, vexation or frivolity

By: \*\*\* \_\_\_\_\_ \*\*\* (Agent)

Christopher: of the Lees family

WITHOUT PREJUDICE, i.e. all Natural Inalienable Rights Reserved

Please address all future correspondence in the matter to a direct Human Self, namely Christopher: of the Lees family, as commonly called.

Encl: Original paperwork as received.

### **Consent**

*All men are born equal and so nobody has the right to command you, make demands of you or force you to do anything. The most that anyone can do is to make you an offer. Even though they may say that it is an "Order" or a "Demand" or a "Summons", it is in reality, an offer which you are free to accept, or not accept, as you choose. This is why they keep using "Applications", "Registrations" and "Submissions" as those things give them power over you through your (unwitting) consent. They are hoping that you will break the law by the way that you deal with their offer. If you just ignore the offer, you are stepping into what is called "dishonour" so the only effective way of dealing with the offer is 'conditional acceptance' as already mentioned. If you accept their offer without imposing any conditions, then you are accepting that they have the power to order you around, and that places you under their authority, because you have just chosen to accept their offer (even though you may not understand that you are accepting their offer for them to have authority over you).*

*They are also very keen to get you arguing with them as that also places you in "dishonour" and if there is a court case, the judge just looks to see who is in dishonour. Remember, in civil cases the court is a commercial operation where the judge doesn't care who is right or wrong, just who will pay the court. So, we accept all offers but with our conditions attached to each offer and that prevents them taking us to court -*

*remember, courts only deal with disputes and if you accept (conditionally) each offer, there can't be any dispute and so there can't be any kind of court involvement. Some offers are "Notices" and a Notice has to be clear, concise and unequivocal. You can discharge a Notice by seeking clarification, that is by writing back, asking the meaning of a word, stating that you don't understand the word. They were hoping that you would just ignore the Notice and so go into dishonour and become liable.*



*A Parking Ticket is a "Notice", and please be aware that a Parking Ticket is not a bill, but instead it is a Notice telling you that there is something to which you should pay attention. So you write back saying that you have noticed their Notice and that as they appear to think that you owe them money, you are happy to pay, but first you need some verification before payment is made. "First, there is a need to verify the debt, so please send me a bill with a signature on it. Also, I need to see the lawful, two-party contract supporting that bill". As they can't supply either of those things, it kills the claim stone dead, so just keep insisting that they either supply those things or else stop bothering you.*



*An interesting alternative is that if they send you a final notice marked "Remittance", then that piece of paper actually has the value of the money amount written on it. The really silly thing is that you have the option to write "Accepted for value" on that piece of paper, sign it with your name and post it back to them, and technically, that concludes the matter by paying the amount demanded. Who was it that said "it's a mad, mad, mad, mad world"? Actually, the payment comes out of the vast amount of money which your strawman has accumulated over the years, and your signing the document as "Accepted for value", authorises them to take the payment from your strawman account and that suits them as well as suiting you. There is a web site for checking how much your strawman is worth - see this video:*

*[http://www.youtube.com/watch?v=f8O\\_fiYaRe0&feature=related](http://www.youtube.com/watch?v=f8O_fiYaRe0&feature=related) where the presenter discovers that his strawman has \$224,440,000 as it's current balance and the web site also states who is currently managing the strawman account for him. Your writing "Accepted for Value" means that you are authorising them to take the amount they want out of the strawman account which has such a large amount in it that the balance will hardly be affected at all.*

## **Society**

*We come now to the very difficult subject of British society. I certainly don't know all the answers in this area. A society is a group of people who willingly join together and abide by a set of rules decided on by the members of that society. Loosely speaking, the system which has been set up by the commercial companies who have control of Britain, is a society. It is one which has good features as well as bad features. Common sense says that there is an advantage for any large number of people to organise themselves together and have skilled specialists provide paid services for the other members of that society.*



*For example, having a communal collection to enable roads, water supplies, sewerage and the like, certainly makes sense. The National Health Service also looks like a good idea as does having a state pension and benefits for those who are unfortunate enough to become ill or who are unable to find work. However, those things have been*

*subverted by those in charge, and manoeuvred into a state where these things serve their ends rather than the needs of the general population.*

*While a country-wide medical service sounds like a good thing, it has been reported that the price of some of the medicines supplied to the National Health Service now cost literally ten times what they did two years ago. This looks very much as if the people in control of that service are using it to make massive profits on pharmaceuticals, and probably many other services such as parking where millions per year are made from people who have no option but to park in the hospital grounds. So, what looks like a sensible arrangement, appears to have been converted to something different. Perhaps this is an unduly cynical view, but it is certainly in line with many of the other scams which are being run.*



*Income Tax was introduced as a temporary measure in connection with a war (and who organises wars?). It has never been removed and yet the country did not seem to have any major problems when there was no Income Tax. The employees of the commercial company which runs the country - those people who take the title of Member of*



*Parliament or some similar meaningless title, spend a lot of time thinking up "new legislation" which if it can be introduced without too many people noticing it, will become a "statute". I suggest that the main intention of all legislation is to provide a smoke-screen to hide additional charges which members of the public are required to pay. An argument can be that "you elected" those politicians, so you must abide by whatever they dictate. This carefully avoids mention of the fact that*

*those politicians have actually nothing whatsoever to do with the public, other than to give the appearance that the public has some say in what happens, while the reality is that everything that does happen is dictated by the (non-elected) owners of the companies in charge.*

*The payment of benefits to those in need looks like a very good and necessary thing, but the people in charge see it as an admission that the adult is not capable of taking care of himself and so they literally think of these ordinary people as "cattle" (their word, not mine). What they ignore is the fact that their many, many direct and indirect taxes and charges, along with the low level of pay which they reckon that people can be made to work for, are the things which have many ordinary, hard-working people in the very poor financial positions which they despise. They are willing to cheat, steal and lie while the ordinary person is not comfortable doing those things. So, what should be a good and helpful system, has been changed into an oppressive thing which is used to force people into dependency.*

*While a certain level of public contribution for what are thought of as being essential services, is understandable and a desirable thing, that system has been twisted into a mechanism to enslave and defraud ordinary people. It has long since reached a ridiculous level with the average person being expected to pay Income Tax, Council Tax, Inheritance Tax, National Insurance, Capital Gains Tax, Stamp Duty on house purchases, Value Added Tax, Parking charges, Airport charges, Fuel Tax, Road Tax, Import Duty, Tax on alcohol, Tax on tobacco, payments for a driving licence, passport, TV licence ... the list goes on and on and on and additional items are added all the time.*

*People who have been caught in this system for many years will have already paid so much that they will not want to leave the system and lose the pension for which they have been paying for so long. Others may well consider starting to refuse to pay some of the things demanded of the strawman - things such as Council Tax, TV licence and the like. This is a personal choice and one which should be thought about carefully before any action is taken.*

Please note that this document does **not** provide you with legal advice, but instead, presents facts for information purposes only. If you want legal advice, then consult a lawyer.

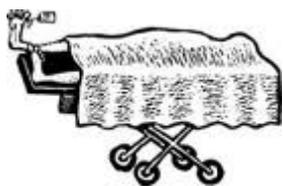
### **The Armed Services**

*The commercial company which has chosen the name "The United Kingdom of Great Britain and Northern Ireland", has a large number of people employed in what it calls 'the British Armed Forces'. Most countries have a similar arrangement. If you were asked "what is the purpose of these armed and trained people?" what would your reply be?*



*It may surprise you to know that the people who employ them want them to protect them (the employers) from their enemies. Not too startling an idea you say. Yes, as you say, not too startling a revelation, but what may surprise you to discover is that the enemy is quite openly stated to be **you!** So, not only do they describe you as a "**monster**" but also as their "**enemy**". Because they are so heavily outnumbered, they are actually frightened of you and feel that they need armed bodyguards to keep them safe from the anger of ordinary people, in case they ever find out how they are being manipulated and robbed. In passing, they consider anybody who asks permission to do something which they are already entitled to do under Common Law, to be a "**child**" and so, of no consequence.*

*Let's check out a possible scenario. You take some young people to a McDonalds restaurant and order several meals. When the food has been prepared, the manager says, "I will do a deal with you: you can have your meals free if you just take this loaded revolver and go over to that corner table and shoot that man dead - there will be no comeback as I am authorising you to do it". Having blinked a few times, you ask why you should shoot him dead when he has never done anything to you. The manager then says, "he has never done anything to me either, but he has a lot of money in his wallet and I want to steal it, so just go and shoot him dead, it's ok to do that because I am telling you to do it".*



*Sound a bit mad? Well, it should do as murder is a criminal offence under Common Law, and somebody telling you to do it and it is ok because they say so, is quite ridiculous. Nobody has the authority to tell you to murder somebody - remember, all of us were born with exactly the same rights and privileges, and nobody has authority over anyone else, and most definitely not to be able to authorise murder.*

*The owners of the commercial company which amusingly is thought of as "the government" are in the same position as the manager of that commercial company, McDonalds and they have the same lack of authority to breach Common Law and send their armed employees into another country to kill the people there - people who have done them no harm and whom they want to rob. All wars and recessions are deliberately manoeuvred by the people who gain financially from them. Did you ever*

*wonder why vast sums of 'public' money are spent every year on arms? Who owns the companies which make the profits on selling these arms? Who gets the profits on rebuilding the places damaged or destroyed by "your" very own army? Who makes a profit on 'lending' vast sums of imaginary money to the country which has been devastated by their unprovoked actions, creating an imaginary debt which can never be repaid?*



*Since World War Two, more than four million people have died as a result of commercial companies interfering in other countries, and every one of those deaths was a criminal offence under Common Law. These companies believe that they and their employees are above the law and so they do whatever they want. From time to time, these companies demand that people are, without their consent, conscripted into their armed forces. Do you ever remember being asked if you would consent to such press-gang operations? If you were asked - did you say "Yes"? And if you did, does it make it lawful to force the people who said "No"? Do you ever get the impression that things are done which breach both your personal rights and the demands of Common Law?*

*Not only does invading other countries and murdering the people there destroy them, but it also has a major negative impact on the people who joined the armed forces, not being aware that their (commercial) employers are the terrorists of this world. Try watching this short video:*

*[http://www.youtube.com/watch?v=K-CpCUOyqqU&feature=player\\_embedded](http://www.youtube.com/watch?v=K-CpCUOyqqU&feature=player_embedded) to see the impact that it has on ordinary, decent people. Do you feel that this is a little far-fetched? Well, it was reported on UK national TV news on 6th September 2010 that ex-Army Chief; General Sir Richard Dannatt claimed that "vested interests" rather than national security had decided military spending on the wars in Iraq and Afghanistan. All major wars are carried out for commercial reasons although that fact will never, ever, be admitted publicly.*

## **Summary**

Before you were born, the bankers operated a scam intended to rob all members of the general public. They removed all forms of money and replaced it with worthless notes which read "I promise to pay the bearer ..." with another worthless bank note. They then managed to do away with the government and replace it with a group of commercial companies which they own. They cunningly named these companies so that they look like a government. They took over the printing of the worthless bank notes with their private company called "The Bank of England" which is meant to sound like a government organisation (although it most definitely isn't).

The next step in their cunning plan, was to get their company which sounds like the government, to ask their other company "The Bank of England" to print them lots of (worthless) money and to charge interest on that money, over and above the face "value" of the currency. This excess interest amount is called the "National Debt" in order to fool ordinary people into believing that their country somehow owes somebody large amounts of money. Firstly, there is really nothing owed at all. Secondly, there IS no money. Thirdly, the country does not owe anything, and in the unlikely event that there were a genuine debt, then it has nothing to do with ordinary people as it is just a notional debt incurred by one commercial company to another commercial company (owned by the same people). This supposed debt has been boosted over the years to a ridiculous level which could never, ever be paid off, and you will no doubt be glad to learn that all income tax is now paid to the owners of these commercial companies.

Isn't it great to be paying vast sums of money to a commercial company which has never done anything for you and which holds you in utter contempt because you haven't discovered their scam and continue to pay lots of ridiculous taxes, fees and charges, none of which you need to pay at all. Combined, these charges amount to about 80% of a person's earned income - do you enjoy living on one fifth of what you actually earn?

To strengthen their scam, they have invented a language of lies called "legal terminology" where they have changed the meanings of ordinary English words in order to abuse and rob ordinary members of the public. They have set up a company called "The Law Society" to train up unscrupulous people in their methods of lies and deception. Their commercial company which pretends to be the government, keeps inventing new "statutes" which they pretend are laws (which they most definitely are not) and they keep telling everybody that they "must obey these laws", and they have subverted policeman and policewomen and convinced them that they have to enforce these statutes. The primary aim of these statutes is to take banknotes, goods and property from members of the public who have not yet discovered that it is a scam being run against them. Many police officers are probably themselves ignorant of the fact that statutes are purely optional and no human is actually bound by them.

What you decide to do is entirely up to yourself. You can continue to give away most of your income to fund people who want to harm you, or you can decide to step outside this corrupt system, and stop paying these people. All humans are born equal, so there is nobody who has the right to order you around, unless you agree to give them that right. The choice is yours.

## *An Overview of the Historical Con Job*

*If this has all been a lot of new information for you, then it might be useful to have a 'thumbnail' sketch of the outrageous confidence trick which is being played on you. So, here it is for your local area, and the same situation is found in almost every other area as well.*

*It all started before most people were born. It started with two brothers deciding to run a scam which would make them the richest people in the world and rig things so that everybody else worked for them without being aware of that fact. Even though they are literally brothers, in order to distinguish between them we will call them Mr Government and Mr Banker because that is what they needed to become in order to run this scam.*



*Mr Government set up a very clever system of interlocking commercial companies, choosing names for them which made them look like official government bodies, while in reality, they are just ordinary companies like any high-street shop. In order to strengthen the illusion, Mr Government hires people to work for him and gives them names like "Minister" or "Member of Parliament" or some other meaningless working title. He employs most of them to sit around and argue with each other, and from time to time, he swaps them around by asking members of the public to vote for who will be his employees for the next few years.*

*This is actually very clever, because it makes members of the public believe that their voting makes a difference, while Mr Government knows that it doesn't as he sets*

*company policy, and he makes all of the decisions, and he really couldn't care less who happen to be his employees at any given moment.*

*Meanwhile, his brother Mr Banker has set up two commercial companies of his own. One he calls "The Bank of England" or some other suitable name for his particular location (and yes, there are actually more than two brothers in this family). The other company, he calls "The Mint". He owns both and so decides exactly what each will do.*

*The action starts and Mr Government needs money with which to pay his employees, so he asks his brother Mr Banker to provide some. This is where the fun part starts. Our trusty Mr Banker "invents" the money and pretends that he has plenty although he actually has none at all. He "lends" a large amount, say, £1,000,000 to his brother Mr Government. This costs him nothing as it doesn't exist, and it is just the first step in the scam.*

*His brother Mr Government now says that he has a "National Debt" of £1,200,000 which will increase by 20% (one fifth) every year if it is not paid off completely. His cunning plan of calling it a "National Debt" makes people think that 'their country' owes somebody something. The reality is that nobody owes anybody anything. Good, isn't it? Very clever ! Without using anything of any value, the brothers have persuaded people that (a) they have a government (which they don't) and (b) that their country has borrowed money for essential services and so their country is in debt to some kindly lender (which it isn't). Very slick – these brothers aren't stupid !*

*Next, Mr Government "pays" members of his staff with pieces of paper called 'cheques' and he sends them to his brother Mr Banker, to get those pieces of paper exchanged for 'money'. But, Mr Banker does not have any money, so instead, he gets his company "The Mint" to print other pieces of paper called 'currency' and he gives these out in exchange for his brother's cheques, swapping pieces of paper for other pieces of paper.*

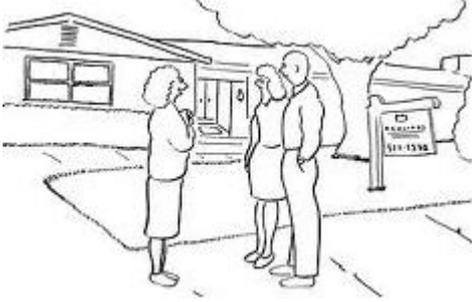
*What is the value of these pieces of paper? The cost of the paper, ink and printing.*

*At this point, what have the brothers gained? Well, they have got a large number of people working for them, doing whatever they say, and it is costing them nothing.*

*But, that is just the first step. Now, Mr Government takes back 80% of what he 'paid' to his employees in the form of taxation. After all, the country is in debt and so Mr Government has to take money from everybody in order to repay the country's debt – hasn't he? Why does everybody have to pay? Because his employees say so. They invent "statutes" and all kinds of charges designed to move money from ordinary people into the pockets of Mr Government, who promptly pays most of it to his brother Mr Banker as the repayment of borrowing (nothing) and interest on the amount borrowed.*

*Where does the tax money paid by ordinary people come from? It is given to them to compensate them for the time and effort which they put in when working. This is real money, backed by the goods and services provided by the people who do the work. This is something of real value, and yet 80% of those valuable assets are taken from them by Mr Government. Why do people let this happen? Because they think that they have no choice and will be put in prison if they don't. What they do not understand is that paying tax is optional and they don't have to if they don't want to.*

**Mr Banker is doing very well out of this. His brother is paying him lots of real money in exchange for the fake money which he invented. So, he decides to expand his business and do exactly the same thing to as many people as he can.**



**He offers to lend people money (which he will 'invent' and conjure up out of nothing) in order to allow them to buy whatever they want. We will skip the strawman here and just focus on the actual transaction offered by Mr Banker.**

**A house purchaser comes to Mr Banker, looking for a loan of £100,000. This is a deal on which Mr Banker can't lose no matter what happens, so he will approve the deal unless he has some very, very good reason for not doing so. After all, it's not going to cost him anything and he will be paid with real money gained through real work done by real people. The deal is for 17% interest per year for 25 years. If the deal runs for the full 25 years, then the borrower may well pay back as much as £433,557 according to a professional mortgage calculator result. That is, you pay back four times what you borrowed, even though what you were given was fake money and what you pay back is real work-backed money.**



**But, as Mr Government takes 80% of what you earn before you get to pay the mortgage, you need to earn £2,167,785 in that 25 year period as Mr Government will take £1,734,228 of it away from you in direct and hidden taxes. And to add insult to injury, Mr Government will give a large chunk of that £1,734,228 and give it to his brother Mr Banker in supposed payment of the (fake) "National Debt". So, the house purchaser pays several times the borrowed amount, using his real money.**

**It gets worse. Mr Banker and Mr Government make sure that not enough currency is issued for people to be physically capable of paying the interest on their loans as there just isn't enough currency in the entire economy for that to be possible. This is another cunning ploy. The people who earn most will not have a problem, but most people will have great difficulty and will have very little left after paying their mortgage. The slightest financial problem, such as losing a job, can put the average person in a position where they can't pay the amount demanded. When that happens, and it HAS to happen in a substantial number of cases, then Mr Banker tries to take the property, using some of his brother's "statutes" (which are NOT law) to justify his theft. He may even manage to send in bailiffs ahead of seizing the property, and seize many of the house purchaser's personal possessions as well.**

**What the house purchaser needs to remember is that the original "loan" was fake and that Mr Banker never put up anything of value, the purchaser was never told the real amount which he would have to repay, a genuine contract was never drawn up, and in reality, it is not the human borrower which is being asked for the repayment.**

**Want to know what Mr Banker thinks of any borrower?**



## ***Links for further information:***

<http://www.documentarywire.com/john-harris-its-an-illusion> video lecture by John Harris

<http://www.getoutofdebtfree.org/> sample letters for dealing with 'debt' issues

<http://www.yourstrawman.com/VeronicaChapman.pdf> very important information for those in the UK

<http://www.thebcgroup.org.uk/video> The British Constitution Group's seven video lectures

<http://www.tpuc.co.uk/> John Harris' website 'The People's United Community'

<http://www.raymondstclair.com/> Raymond St Clair's web site with interesting videos

<http://www.fmotl.com/> The Freeman On The Land web site with a large amount of specific information

<http://video.google.com.au/videoplay?docid=-7040453665540929835&ei=KbFYSbeGCoqEwgPuosXuAw#> 'Think Free' Part 1- a top video presentation by Robert-Arthur Menard of Canada

<http://video.google.com.au/videoplay?docid=-7040453665540929835&ei=KbFYSbeGCoqEwgPuosXuAw#docid=-7257545709470673839> 'Think Free' Part 2

<http://thecrowhouse.com/Documents/mary-book.pdf> Mary Croft's eBook "How I Clobbered Every Bureaucratic Cash-Confiscatory Agency Known To Man"

<http://educate-yourself.org/cn/strawmanillusion02apr10.shtml> The 'Educate-yourself.org' web site with video presentations

<http://panacea-bocaf.org/honordishonor.htm> The Panacea-bocaf.org Australian web site with wide-ranging links

<http://video.google.com.au/videoplay?docid=3296715122664269567#> 'Hijacking Humanity' - a great video presentation by Paul Verge of Canada

<http://www.youtube.com/watch?v=YHZTjTmrgjI> Mary Croft interview Part 1

<http://www.youtube.com/watch?v=alqgqpuAwpzM&NR=1> Part 2

[http://www.youtube.com/watch?v=8hqnaHNw\\_fo&feature=related](http://www.youtube.com/watch?v=8hqnaHNw_fo&feature=related) Part 3

<http://www.youtube.com/watch?v=P9zxVMNmJsE&feature=related> Part 4

<http://www.youtube.com/watch?v=iWnv66ERXiw&feature=related> Part 5

<http://www.youtube.com/watch?v=BUD5f0MWnKo&feature=related> Part 6

<http://www.zshare.net/audio/548937360de2ee12> A 143 Mb download file of an audio interview

[http://www.archive.org/details/Michael\\_Badnarik](http://www.archive.org/details/Michael_Badnarik) Michael Badnarik explains the American Constitution

<http://web.archive.org/web/20060407062015/http://www.worldnewsstand.net/law/PLAY BALL.htm> "The Commerce Game Exposed" - the present situation explained with emphasis on America

<http://famguardian.org/TaxFreedom/Instructions/3.17QuitSocialSecurity.htm> "Tax Freedom" - dealing with US taxes

<http://video.google.com/videoplay?docid=-2550156453790090544#> "Money As Debt" - a video on how (American) banks create money out of nothing

<http://video.google.com/videoplay?docid=-515319560256183936#> "The Money Masters" - a VERY long factual video explaining how we got where we are today

<http://www.larouchepac.com/firewall> "World Control" - a video explaining in depth, how and why we have the present situation

<http://web.archive.org/web/20060206085143/www.worldnewsstand.net/law/REDEMPTION3.htm> "The Application of Commercial Law" - the ins and outs of the systems of law

<http://www.free-energy-devices.com/Chapter15.pdf> **The Historical Background of the Lies - how things developed in England and America**

<http://www.xtranormal.com/watch/11316911/> **This is a video which expresses the opinion of just one person. However, I am unable to fault anything said, other than to remark that I, personally, have not one shred of evidence of collusion on the part of some judges, even though I suspect it to be true.**

<http://www.lawfulrebellion.org/> **This is an important web site with a good deal of relevant information**

<http://www.youtube.com/watch?v=ElrXrE8Amlc> **Video explaining how we and our children are being progressively poisoned.**

## *The 2011 Census*

You need to understand clearly where we 'are at' at the present time.

There is an independent State called "The Vatican" or "Vatican City" which is located in Italy but which is not part of Italy and has no ties to Italy. It is not answerable to anyone and does whatever it wants.

That independent State has a subsidiary called "The Inner City of London" or "The Crown". It is located in England but it is not part of England nor is it part of Britain. It too, is an independent State, not answerable to anyone. For anyone living in Britain, it is a foreign power.

Organised crime in Italy is called "The Mafia". Organised crime in Japan is called "The Yacusa". Organised crime in Britain is called "The Law Society" and it is owned and run by that foreign power "The Crown" (which has nothing to do with any Monarch – names are always chosen to confuse you).

The organised crime branch of The Crown operates a large number of scams and protection rackets. A protection racket is where an innocent human who has incurred no debt, is told to pay money to some 'person' or company under threat of violence. The amount is decided on by the 'person' making the demand and the human is threatened with violence against his person and/or possessions if he does not pay the full amount of the extortion.

One of these rackets is called "Income Tax", another is called "Council Tax" another is called the "TV Licence". Along with these come many scams where charges are invented and then demanded with menaces. These include "Value Added Tax", "Import Duty", "Road Tax", "Interest", "Fines", etc., etc., etc.

The main reason why the millions of humans cave in to their demands is a very clever deception which they have been running for a very long time now. They say that the country is a "democracy" and that it is run by "the people". That claim would be really funny if it were not so sad and so destructive. They have set up a series of commercial companies, collectively known as "the government" and they tell the population that they can vote for their own choice of serving officers in those companies. The pretence is that "the government" looks after the interests of the population and makes "laws" to protect the population.

This is a very clever deception. "Laws" are actually created by the long-term body of decisions of juries who rule on criminal offences. What the "government" (which is owned by "The Crown") does is produce "legislation" and "statutes", neither of which are "law" and none of which are actually binding on any human unless that human chooses to be bound by them. The legislation enacted is whatever is chosen by the owners of the company, namely, "The Crown" although some of the rank and file MPs may not even realize this. It doesn't matter in the slightest which MPs are elected as they have no actual role other than to distract and misdirect the population as a whole. All significant legislation is produced in accordance with the wishes of "The Crown", which, you will recall, is a non-British, foreign power, answerable to nobody.

A very large amount of effort is put into convincing ordinary humans that "statutes" are "laws" which they most definitely are not. They rely on the fact that most humans know absolutely nothing about the law, combined with the fact that there are tens of thousands of "statutes" mistakenly thought of as 'the law' and as that volume of legislative rubbish is too vast for any ordinary, uninformed human to know about in detail, nearly everybody will just 'go along with' the established system, not realizing that they are being conned.

Every news broadcast calls 'statutes' "the law". The same goes for films, plays, dramas, books, newspapers, government literature, and almost anything you like to name. The big push is to persuade the population that they

must obey statutes, while the reality is that they only need to act in accordance with the law and have no obligations of any kind with respect to 'legislation' or 'statutes'. This con has been in full swing for so long now that the parents of almost everybody alive at this time were fooled into believing it. Those parents, through their actions, and to a lesser extent, through their words, convinced the present population that the present legal system is 'right and proper' and should be obeyed without question in spite of the fact that it is all one big lie.

The enforcers of the lies of this foreign power have now appointed one of their own American subsidiary companies to demand personal information from everybody in Britain. They can then use that information to tighten their unlawful grip on, and oppression of, the whole population, making their job of extortion that much easier. Again, they claim that it is "the law" when in fact it is no such thing, just another unlawful demand on their part, accompanied by their usual threats and menaces. They succeed in fooling a high proportion of the population by claiming that the census is necessary for government planning. Actually, that is correct as they want to use that information against each member of the public, but the implication is that each human will benefit from the collection of their personal information, while the reality is that the reverse is the truth.

Whether or not you decide to fill in and return the census form sent to the legal fiction 'person' "THE OCCUPIER", is entirely up to you. However, let me ask you one question: if a shady-looking, unknown person knocked on your door one night and asked you to tell him your name, the names of each member of your family, your work details and answer a string of other personal questions, would you hand out that information freely? If you refused and that shady character threatened you, would you then tell him, or would you shut the door in his face and call for law enforcement officers? What you do is always your choice.

In passing, if not providing your personal information to a foreign, unlawful power, bothers you, then it is possible to stay the night of 27th March 2011 in a hotel. That means that your census paperwork has to remain blank as you were not at your home address on the night of the census. I'm told that hotels just have to provide a count of their guests on that night but do not have to provide any details.

## *Testing the Application of the Law*

I am unable to find any difference between a protection racket and the money-gathering actions of the Local Council. Both decide on some arbitrary amount of money which they want and then demand that amount with menaces.

In the case of the protection racket thugs, their menace is in the form of damaged property and personal injury such as broken bones, cuts and bruising, with the implication of even worse to come. The victim is not offered the choice of whether or not he wishes to be part of the protection racket.

In the case of the Local Council, the menace is in the form of damaged and stolen property, possible physical injury, being put forcibly in prison, getting a prison record which can make future employment almost impossible and the possible withholding of benefits. The victim is not offered the choice of whether or not he wishes to donate money to the Local Council.

Consequently, I can see no significant difference, and if anything, the actions of the Local Council are more destructive and violent than those of a protection racket thug.

There is also not the slightest need for this sort of behaviour. The Council claims to provide services which are desirable and beneficial and they are fully entitled to do so as is any other company. There is nothing to stop them offering their services for payment. The telephone companies do it and run very successful businesses. The electricity supply companies do it very successfully as do the transport companies, water supply companies, estate agents, and a whole host of other businesses. None of those other businesses find any need to demand money with menaces or to demand that people take their services.

I have no objection to the Local Council providing services, what I do object to is their unwarranted and brutal imposition of arbitrary charges on men and women who happen to live in the same area that they do. There is no requirement under Common Law for anyone to pay any form of tax. On the contrary, demanding money with menaces is an offence. The Law Society says that "demanding money with menaces" cannot be used to describe the actions of it or it's agents. In other words, it is all right for them to do things which would be offences if done by anybody else. This is nonsense since "all men are born equal".

In theory, the UK is a Common Law jurisdiction and so only those who agree to be bound by the very many statutes and statutory instruments are actually subject to those regulations. It seems highly likely that people who demand money with menaces are not going to be bothered by anything that Common Law says, so to test the real situation, I have stopped paying "Council Tax" and requested the Local Council to demonstrate that I personally, have a financial liability to them under Common Law, stressing that I am not a member of any society which would make me subject to statutes and that I do **not** consent to be bound by them.

They failed to do that, so I gave them notice that if they could not do that with a specified time period, that they would be giving tacit agreement that there was no actual debt. They failed to provide any evidence (which would be impossible for them to do as Council Tax is unlawful) and so tacit agreement was established.

They still wish to have a court hearing on Thursday, 18th November 2010 so I have requested both them and the court to explain the basis for any such meeting since estoppel has been established and there is no dispute upon which to adjudicate.

The objective here is to establish and publicise the actions taken by the Local Council and to emphasise unlawful actions should any occur. The following is the correspondence to date:



**Forest Heath**  
District Council

FOREST HEATH DISTRICT COUNCIL  
Breckland House, St Nicholas Street  
Thetford, Norfolk IP24 1BT

**COUNCIL TAX REMINDER NOTICE**

Date: 15.09.2010

**Account: 71146498**

Telephone: 01842 756567

Property giving rise to charge

MR PATRICK KELLY  
XXXXXXXXXX  
RED LODGE  
BURY ST EDMUNDS  
SUFFOLK  
IP28 XXX

FDM\F0HCTRE\M\R\12\PR 1\Rec:155Pg-1

According to the Council's records your Council Tax instalments have not been paid in accordance with the instalment scheme notified. The current position is shown below.

INSTALMENT DATE	INSTALMENTS DUE	INSTALMENTS PAID
01.04.2010	£75.19	£75.19
01.05.2010	£74.00	£74.00
01.06.2010	£74.00	£74.00
01.07.2010	£74.00	£74.00
01.08.2010	£74.00	£74.00
01.09.2010	£74.00	£0.00
CURRENT AMOUNT OUTSTANDING		£74.00

\*\*\*\*\* THE AMOUNT OF £74.00 MUST BE PAID WITHIN 7 DAYS \*\*\*\*\*

In order to bring your account up to date you must pay the arrears within 10 days of the date on this notice. If you fail to do so you will become liable to pay the full remaining balance for the year of £370.00. If the full remaining balance is not paid within a further 7 days the Council will commence legal proceedings which may result in additional costs being added to your bill.

If payment has been made recently I apologise for sending this notice, but would ask you to ensure that future payments are made on the due dates.

The arrears figure shown is in respect of unsummonsed arrears only. If there is a summonsed debt remaining from previous recovery action it will not be included on this notice.

Rod Urquhart  
Operations Manager

XXXXXXXXXXXXX,  
Red Lodge,  
Bury St Edmunds,  
Suffolk  
IP28 XXX

28th September 2010

Operations Manager,  
Forest Heath District Council,  
Breckland House,  
St Nicholas Street,  
Thetford,  
Norfolk  
IP24 1BT

Re: Account 71146498

Dear Sir,

Please read the following notice thoroughly and carefully before responding. It is a notice. It informs you. It means what it says.

The reason why you need to read carefully is simple. I am offering conditional agreement. This removes controversy, and means that you no longer have any ultimate recourse to a court of law in this matter, because there is no controversy upon which it could adjudicate. You always have the option of dragging these conditions into a court of law only to be told that they are, indeed, perfectly lawful. That is, of course, always your prerogative should you decide to waste your time.

For this reason it is important that you consider and respond to the offer in substance. The 'nearest official form' will not suffice, and consequently is likely to be ignored by myself without any dishonour on my part.

On the other hand there is a time-limit on the agreement being offered. It is reasonable, and if it runs out then you and all associated parties are in default, removing any and all lawful excuse on your part for proceeding in this matter.

For these reasons it is recommended that you carefully consider this notice and respond in substance, which means actually addressing the points raised herein.

You have apparently made demands upon me.

I do not understand those apparent demands and therefore cannot lawfully fulfil them. I seek clarification of your document so that I may act according to the law and maintain my entire body of inalienable Natural Rights.

Failure to accept this offer to clarify and to do so completely and in good faith within 10 (ten) days will be deemed by all parties to mean you and your principal or other parties abandon all demands upon me.

I conditionally accept your offer to agree that I am legal fiction 'person' MR PATRICK KELLY and that I owe £370 for services rendered by your company, upon proof of claim of all of the following:

1. Upon proof of claim that I am a person, and not a human being.
2. Upon proof of claim that you know the difference between a 'human being' and a 'person', legally speaking.
3. Upon proof of claim that you know the difference between 'legal' and a 'lawful'.
4. Upon proof of claim that I am legal fiction 'person' MR PATRICK KELLY, being the entity to which your paperwork was addressed, and not Patrick: of the Kelly family, as commonly called.
5. Upon proof of claim that I am a member of the society whose statutes and subsisting regulations you are enforcing.

6 Upon proof of claim that there is a nameable society to which I belong and that the laws covered within any alleged transgressions state that they apply to me within that named society.

Sincerely and without ill will, vexation or frivolity

By: \*\*\* \_\_\_\_\_ \*\*\* (Agent)

Patrick: of the Kelly family

WITHOUT PREJUDICE, i.e. all Natural Inalienable Rights Reserved

Please address all future correspondence in the matter to a direct Human Self, namely Patrick: of the Kelly family, as commonly called.

Please Note: I wish to deal with this matter in writing and I do not give your organisation permission to contact me by telephone.

Encl: Original paperwork as received.



**Forest Heath**  
District Council

Patrick Kelly  
XXXXXXXXXXXXXX  
Red Lodge  
Bury St Edmunds  
Suffolk  
IP28 xxx

Telephone: 01842 756567  
Please ask for: Council Tax

Our Ref: 71146498

1st October 2010

Dear Patrick Kelly

**RE: Council Tax-XXXXXXXXXXXXXX Red Lodge, IP28 xxx**  
**Account Reference - 71146498. Property Reference - 00107200014012**

I write in response to your letter dated 28th September, received in this office on 29th September.

A Council Tax reminder was issued on 15th September for payment of £74.00 due on the 1st September. This is your first reminder this financial year. You have not received a court summons at this stage, and therefore there is no liability order hearing scheduled at the present time. However, continued failure to pay will result in a court summons being issued for the outstanding amount.

Council Tax is payable in ten monthly instalments from April 2010 to January 2011. The demand was issued to you on 3rd March 2010 detailing the dates and amounts. I enclose a copy for your reference.

You have been registered for, and paying Council Tax on XXXXXXXXXXXX Red Lodge since 1st January 2007 following receipt of a letter from you. On 16th April 2007, we received a completed and signed form (copy enclosed) claiming 25% discount as a single occupier. Continuous payment since your registration shows your understanding and willingness to pay for the services being provided. Furthermore, you have been using the services that you are being asked to pay for.

Council Tax law was laid down in the Local Government Finance Act 1992. (LFGA 1992). You are deemed the liable person to Council Tax under section 6 of the LGFA 1992 and a demand was issued under Statutory Instrument no. 613 of the same Act. Failure to pay will result in a court summons being issued under regulation 34 of the same Statutory Instrument.



2004-2007  
Developing its ability to  
Solve the World's Problems



2004-2007  
Developing its ability to  
Solve the World's Problems



2004-2007  
Developing its ability to  
Solve the World's Problems



2004-2007  
Developing its ability to  
Solve the World's Problems

Chief Executive: David Burnip. Strategic Director (Resources): Andrew Claydon. Strategic Director (Services): Nigel McCurdy

District Offices, College Heath Road, Mildenhall, Suffolk, IP28 7EY

Tel: 01638 719000 Fax: 01638 716493 info@forest-heath.gov.uk www.forest-heath.gov.uk



Forest Heath  
District Council

If you require any further assistance with this or any other Council Tax related matter, please do not hesitate to contact this office.

Yours sincerely

Lucy Talbot  
Revenues Billing and Recovery Manager



2009-2017  
Townships for Quality of  
Services Through Partnership



2006-2007  
Waste and Recycling



2010-2015  
Supporting People



2008-2010  
Partnership for Health

Chief Executive: David Burnip. Strategic Director (Resources): Andrew Claydon. Strategic Director (Services): Nigel McCurdy

District Offices, College Heath Road, Mildenhall, Suffolk, IP28 7EY

Tel: 01638 719000 Fax: 01638 716493 info@forest-heath.gov.uk www.forest-heath.gov.uk

The Council's point here being that since I had been fooled into paying the charge for the legal fiction entity MR PATRICK JAMES KELLY (due to the similarity of the names), that I, the human, had unwittingly agreed to represent the legal fiction strawman and so was liable for all imaginary debts placed on that fictitious entity. The response to that was:

XXXXXXXXXXXXX,  
Red Lodge,  
Bury St Edmunds,  
Suffolk  
Near IP28 XXX

4th October 2010

Att. Lucy Talbot,  
Forest Heath District Council,  
District Office,  
College Heath Road,  
Mildenhall,  
Suffolk  
IP28 7EY

Your Ref: 71146498

Dear Lucy,

I am today in receipt of your letter dated 1st October 2010. For the avoidance of doubt, let me clarify a number of points.

I find it most interesting that you suggest that a local court might offer to adjudicate in a dispute between us, considering that there is no dispute. I have already granted you conditional agreement to represent the fictional 'person' MR PATRICK KELLY and pay any lawfully incurred debts, and consequently, there is no dispute between us and hence nothing on which to adjudicate.

The copy documentation which you sent, demonstrates clearly that I am the human Patrick: Kelly while your demand for payment is to the legal fiction 'MR PATRICK KELLY'. As you are aware, I have undertaken to pay any amount lawfully owed by myself, the human being.

You mention the Local Government Finance Act 1992 and you allege that

- (a) I am a person – which I most strongly deny, and
- (b) That I, the human being, am deemed liable under that Act.

Let me draw your attention to the fact that statutes and statutory instruments only apply to human beings who consent to be bound by them, and I hereby state categorically, that I, the human being Patrick: Kelly, do **not** consent to be bound by any such instruments.

I grant you that the legal fiction 'MR PATRICK KELLY' which you seem to be confusing with myself, the human being Patrick: Kelly, is indeed bound by those instruments. Further, I have agreed, within the time limit stated, to represent that legal fiction provided that there is any lawful basis for my doing so.

To that end, I have requested that you demonstrate that lawful basis by:

1. Providing proof of claim that I am a person, and not a human being. To date, this you have not done.
2. Providing proof of claim that you know the difference between a 'human being' and a 'person', legally speaking and again, you have not yet provided this proof.
3. Providing proof of claim that you know the difference between 'legal' and 'lawful' and I am advised, that in your position, not knowing the difference would be considered gross negligence. At this time, you have not provided this proof and the contents of your letter suggests that you are not aware of the difference.
4. Providing proof of claim that I am a legal fiction 'person' MR PATRICK KELLY, being the entity to which your original paperwork was addressed, and not Patrick: of the Kelly family, as commonly called. I have not yet received this proof from you.

5. Providing proof of claim that I am a member of the society whose statutes and subsisting regulations you are enforcing. This has not yet been provided and I deny that I am a member of any such society.
- 6 Providing proof of claim that there is a named society to which I belong and that the laws covered within any alleged transgressions state that they apply to me within that named society. Any such society has to be named, since the law deems that anything without a name does not exist. Proof would have to include evidence that an application was made by myself, the human being Patrick: Kelly, to join that society, that the application was accepted, that evidence of membership was provided and that I have not since resigned from that society. I have not yet received this evidence from you.

In the absence of the above proofs, there is no basis for any allegation that any supposed debts of the legal fiction 'MR PATRICK KELLY' could apply to myself, the human being Patrick: Kelly as commonly known.

Sincerely and without ill will, vexation or frivolity

By: \*\*\* \_\_\_\_\_ \*\*\* (Agent)

Patrick: of the Kelly family

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**The next thing received was the following demand received on 7th October 2010, which came from a different office and was possibly an automatically generated form letter. The odd thing about it was the date of 1st October 2010 which implied that it had taken six days to deliver a local letter which would have been most unusual.**



**Forest Heath**  
District Council

FOREST HEATH DISTRICT COUNCIL  
Breckland House, St Nicholas Street  
Thetford, Norfolk IP24 1BT

**COUNCIL TAX FINAL NOTICE**

FDMFOHCTF\NRJ13\PR.7\Rec.83\Fg.1

MR PATRICK KELLY

Date: 01.10.2010  
Account: 71146498

XXXXXXXXXXXXXX  
RED LODGE  
BURY ST EDMUNDS  
SUFFOLK  
IP28 XXX

Telephone: 01842 756567  
Property address if different

Dear Sir/Madam

According to the Council's records your Council Tax payments have not been paid in accordance with the instalments as shown on your bill. A final notice has been issued for one of the following reasons:

- a) A PREVIOUS REMINDER HAS NOT BEEN PAID IN FULL or
- b) THIS IS THE THIRD TIME THAT THE COUNCIL HAS HAD TO WRITE TO YOU CONCERNING YOUR COUNCIL TAX PAYMENTS

Unless payment of £370.00 IN FULL is received in the Council Offices by 8 October 2010 the Council will commence legal proceedings for the recovery of the balance outstanding. The next notice you receive will be a court summons which will result in costs of £65.00 becoming due.

Financial year debt relates to 01.04.2010 - 31.03.2011

\*\*\* THIS NOTICE GIVES YOU THE OPPORTUNITY TO PAY THE \*\*\*  
\*\*\* ACCOUNT BALANCE WITHOUT INCURRING SUMMONS COSTS \*\*\*  
\* IT IS IMPORTANT THAT YOU DO NOT DISREGARD THIS NOTICE \*

The arrears amount does not include any amount you have previously received a summons for.

If the full amount on account 71146498 has been paid recently the Council apologises for sending this notice. If a balance still remains on the account you must pay the full amount to stop a summons being issued.

If you are experiencing financial difficulty, you may wish to consider seeking assistance from an organisation such as the Citizen's Advice Bureau (CAB) who can offer help and advice with debt management. Please be aware that Council Tax is a priority bill and it is important that you do not delay in addressing this issue.

SEE OVERLEAF FOR FURTHER NOTES ON RECOVERY AND METHODS OF PAYMENT

XXXXXXXXXX,  
Red Lodge,  
Bury St Edmunds,  
Suffolk  
Near IP28 XXX

7th October 2010

Forest Heath District Council,  
Breckland House,  
St Nicholas Street,  
Thetford,  
Norfolk  
IP24 1BT

## NOTICE

Dear Sirs,

I am today, 7th October 2010, in receipt of an unsigned notice from your company, dated 1st October 2010, addressed to the legal fiction person "MR PATRICK KELLY" and referring to your account number 71146498. I am a human being Patrick, of the family Kelly as commonly called, and not the legal fiction person "MR PATRICK KELLY" with whom you are attempting to communicate.

I have already made a conditional offer to represent the legal fiction person "MR PATRICK KELLY" in this matter provided that you can demonstrate that I am not a human being but instead am the legal fiction person "MR PATRICK KELLY". I have received no evidence whatsoever to that effect at this time.

I note with interest, your indication that you might invite a court to offer it's service to arbitrate in a dispute between us. However, as I have already offered conditional agreement, there is no dispute between us and so there is nothing upon which any court could adjudicate and so the services of a third party will not be required.

I should be obliged if you would in future, address any correspondence to myself, the human being, Patrick, of the family Kelly, rather than to the legal fiction person "MR PATRICK KELLY", which, if it exists, is not capable of reading or responding.

Patrick: of the Kelly family  
WITHOUT PREJUDICE, i.e. all Natural Inalienable Rights Reserved

Encl: Original paperwork as received.

**And then to the Mildenhall office:**

XXXXXXXXXXXX,  
Red Lodge,  
Bury St Edmunds,  
Suffolk  
Near IP28 XXX

11th October 2010

Att. Ms L. Talbot,  
Forest Heath District Council,  
District Office,  
College Heath Road,  
Mildenhall,  
Suffolk  
IP28 7EY

**NOTICE**

Your Ref: 71146498

Dear Ms Talbot,

I wrote to you on 28th September 2010 granting you provisional agreement to represent the legal fiction 'person' MR PATRICK KELLY so that I could settle any financial obligation which I might lawfully owe. To that end, I requested that within ten days you provide:

1. Proof of claim that I am a person, and not a human being.
2. Proof of claim that you know the difference between a 'human being' and a 'person', legally speaking.
3. Proof of claim that you know the difference between 'legal' and 'lawful'.
4. Proof of claim that I am legal fiction 'person' MR PATRICK KELLY, being the entity to which your paperwork was addressed, and not Patrick: of the Kelly family, as commonly called.
5. Proof of claim that I am a member of the society whose statutes and subsisting regulations you are enforcing.
- 6 Proof of claim that there is a nameable society to which I belong and that the laws covered within any alleged transgressions state that they apply to me within that named society.

As you have failed to provide the aforementioned documentation to validate your claim, I hereby give you ten (10) 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, providing all of the replies and details to the above requests being true and without deception, fraud or mischief. Your said failure to provide the aforementioned documentation within ten (10) days, from the above date, to validate the debt, will constitute your agreement to the following terms:

1. That the debt did not exist in the first place;  
**OR**
2. It has already been paid in full;  
**AND**
3. You will no longer pursue this matter any further.

As I am receiving communications from both your Mildenhall and Thetford offices, I attach herewith for your information, copies of the last communications from and to your Thetford office.

Yours sincerely,

Patrick: Kelly as commonly known

No assured value, No liability.

WITHOUT PREJUDICE, i.e. all Natural Inalienable Rights Reserved

The Council's response was:



Forest Heath  
District Council

Mr Patrick Kelly  
XXXXXXXXXXXX  
Red Lodge  
Bury St Edmunds  
Suffolk  
IP28 XXX

Telephone: 01842 756569  
Please ask for: Lucy

Our Ref: 71146498

14 October 2010

Dear Mr Kelly

**Re: Council Tax - XXXXXXXXXXXXXXX, Red Lodge, IP28 XXX**  
**Account Reference - 71146498. Property Reference - 00107200014012**

I write in response to your letters of the 7th and 11th of October 2010.

I must first of all reiterate the contents of my letter to you dated 1st October, a copy of which I enclose.

In response to the points you raise with regards to your name, you are registered as Patrick Kelly on the Council records – signing your name as such on your discount request form received in 2007 (enclosed) and therefore the Council will continue to refer to you as such in correspondence with you. If however, you have changed your name by Deed Poll, we will duly amend our records if you provide us with appropriate documentary evidence of this.

The district council is a legal entity, under the LGA 1972 and is empowered to enforce payments of the Council Tax through the Magistrates Court. The charge is upon the occupiers of particular properties, such as XXXXXXXXXXXXXXX and it is a legal duty for the same to pay the liability.

The district council is not a company as defined by the Companies Acts and there does not have to be any contract, as normally understood in law, between the district council and the occupiers of a property for the Council Tax liability to arise and be payable. The council has the powers to enforce payment under statute.

If your case reaches the Magistrates Court, if you have any dispute regarding the facts, then this is your opportunity to put them forward to the Court. As and when the order of the court for the outstanding Council Tax is obtained, this will be enforced in the normal way, if you do not pay the outstanding sum.



2006-2007  
Transforming the Delivery of  
Services Through Partnerships



2006-2007  
Waste and Recycling



2004-2009  
Supporting People



INVESTOR IN PEOPLE

Chief Executive: David Burnip. Strategic Director (Resources): Andrew Claydon. Strategic Director (Services): Nigel McCurdy

District Offices, College Heath Road, Mildenhall, Suffolk, IP28 7EY

Tel: 01638 719000 Fax: 01638 716493 info@forest-heath.gov.uk www.forest-heath.gov.uk



**Forest Heath**  
District Council

I would suggest that if you have concerns over the legal standing of the authority, or the law relating to Council Tax, that you see a solicitor to obtain detailed legal advice.

Yours sincerely

Lucy Talbot  
Revenues Billing and Recovery Manager



2006-2007  
Transforming the Delivery of  
Services Through Partnerships



2008-2009  
Waste and Recycling



2004-2005  
Supporting Progress



INVESTOR IN PEOPLE

District Offices, College Heath Road, Mildenhall, Suffolk, IP28 7EY

Tel: 01638 719000 Fax: 01638 716493 [info@forest-heath.gov.uk](mailto:info@forest-heath.gov.uk) [www.forest-heath.gov.uk](http://www.forest-heath.gov.uk)

Chief Executive: David Burnip. Strategic Director (Resources): Andrew Claydon. Strategic Director (Services): Nigel McCurdy

You will notice that this letter states quite openly that if payment is not made that they will enforce payment. This is the direct equivalent of "pay up or else" which is in the same style as any protection racketeer.

The response was:

XXXXXXXXXXXX,  
Red Lodge,  
Bury St Edmunds,  
Suffolk  
Near IP28 XXX

16th October 2010

Att. Ms L. Talbot,  
Forest Heath District Council,  
District Office,  
College Heath Road,  
Mildenhall,  
Suffolk  
IP28 7EY

### NOTICE

Your Ref: 71146498

Dear Ms Talbot,

Your letter dated 14th October 2010 has just been delivered to me. It appears that some clarification might be helpful.

This country is governed by "the rule of law", that is "the law of the land" or "Common Law". This law applies to the whole of the population without exception and it can be summarised as:

1. You must not kill or injure anyone.
2. You must not steal or damage the property of another person.
3. You must be honest and upright in your dealings with others.

This law applies to all human beings in the country and it is the result of many years of jury trials, held in a court de jure. No law within the body of Common Law requires any human to pay any kind of tax or charge. For there to be any infringement of any one of these laws, there has to be a victim.

Subsequently, the Law Society was formed and they have, in conjunction with politicians, invented literally thousands of "statutes" and "statutory instruments". These are not laws. They are given 'the force of law' for those people who consent to be governed by them, i.e. members of the Law Society. These statutes do not apply in any respect to anyone outside that Society nor to any humans who do not consent to be governed by them. As I have already stated, I do not consent to be governed by these statutes, which in the last thirteen years have had some additional 9,000 added to their already excessive number.

The world of "statutes" is a world of legal fiction, which actually cannot ever apply to humans. In order to entrap any individual human, people are told that they must register their children shortly after birth (which is actually not the case as there is no such requirement in Common Law). If they do that, a legal fiction is created. It is a piece of paper, usually with the same names as the child, but printed in block capitals in order to distinguish it from the human child. Throughout life, many efforts are made to establish Joinder between the human and that legal fiction piece of paper, commonly known as a "strawman". The legal fictions known as "statutes" apply to the legal fiction "strawman" and so a great deal of effort is expended in order to persuade a human to agree to represent that strawman. This process of establishing Joinder is usually done by deception, using legal phrasing which sounds like English but which has had the meanings of normal English words altered as defined in Black's Law Dictionary. Only if the human can be deceived into representing the strawman can he be made subject to these thousands of statutes and have, typically, 80% of his income taken away from him as Income Tax, National Insurance, Council Tax, Road Tax, TV licence, Import Duty, Parking charges, VAT, Fuel Tax, etc. etc. almost without end.

I have never knowingly agreed to represent any strawman, I am not a member of any society and I do not consent to represent the strawman "MR PATRICK KELLY" or the strawman "Mr Patrick Kelly" or to be subject to the rules and regulations invented for the members of any society. You state that your District Council is a legal entity. That being so, it can only deal with other legal entities and not with human beings. You speak of "occupiers". I am a human being and I am not an "occupier".

You speak of disputes and suggest that a de facto Magistrates Court might be called on to adjudicate in a dispute between us. I assure you that there is no dispute between us as I have already agreed to pay any amount lawfully owed by me, the human being. I have repeatedly asked you to demonstrate that there is any **lawful** charge outstanding against me, and as of this date, you have failed to present even one valid piece of evidence that there is any such charge against me, the human being. You appear to be unaware of the difference between "legal" and "lawful". None of the "legal" measures of which you speak, apply to me as I do not consent to be bound by those legal measures and you have not presented any evidence that I am a member of any named society which would cause me to be bound by them (if I were, then I would resign from it immediately).

To summarise the present situation: You, the legal entity known as the District Council, have invited me to pay Council Tax on an on-going basis. I have asked you to show evidence of any lawful debt owed by me, the human being Patrick: Kelly, agreeing to pay any amount which is lawfully owed by me. You did not do that within the ten days allowed. Consequently, I have invited you to present any such evidence by 21st October 2010 as should you be unable or unwilling to do so, that will constitute tacit agreement on your part that there is no outstanding lawful debt owed by me, the human being.

As you are already aware, the evidence which you need to provide in order to proceed further in this matter is:

1. Proof of your claim that I am a legal 'person', and not a human being.
2. Proof that you know the difference between a 'human being' and a 'person', legally speaking.
3. Proof that you understand the difference between 'legal' and a 'lawful'.
4. Proof of your claim that I am the legal fiction 'person' MR PATRICK KELLY, being the entity to which your paperwork was addressed, and not the human being Patrick: of the Kelly family, as commonly called.
5. Proof of your claim that I am a member of a named society whose statutes and subsisting regulations you enforce.
6. Proof of your claim that there is a nameable society to which I belong and that the regulations of that society state that they apply to me within that named society.

As you are aware, you have not provided a single one of these.

I have taken the liberty of presuming that your letter was intended for me, Patrick Kelly. In it you mention "Mr Patrick Kelly" and "Mr Kelly" and I as am neither of those fictional legal entities, I should be obliged if you would in future, address me by my name of Patrick: Kelly.

Sincerely and without ill will, vexation or frivolity,

Patrick: Kelly as commonly known

WITHOUT PREJUDICE, i.e. all Natural Inalienable Rights Reserved

**There was no response.**

XXXXXXXXXX,  
Red Lodge,  
Bury St Edmunds,  
Suffolk  
Near IP28 XXX

26th October 2010

Att. Ms L. Talbot,  
Forest Heath District Council,  
District Office,  
College Heath Road,  
Mildenhall,  
Suffolk  
IP28 7EY

**NOTICE**

Your Ref: 71146498

Dear Ms Talbot,

I wrote to you on 11th October 2010 requesting the following documentation from you, so that I may settle any financial obligation I might lawfully owe:

1. Proof of claim that I am a person, and not a human being.
2. Proof of claim that you know the difference between a 'human being' and a 'person', legally speaking.
3. Proof of claim that you know the difference between 'legal' and 'lawful'.
4. Proof of claim that I am legal fiction 'person' MR PATRICK KELLY, being the entity to which your paperwork was addressed, and not Patrick: of the Kelly family, as commonly called.
5. Proof of claim that I am a member of the society whose statutes and subsisting regulations you are enforcing.
- 6 Proof of claim that there is a nameable society to which I belong and that the laws covered within any alleged transgressions state that they apply to me within that named society.

As you have failed to provide the aforementioned documentation to validate the claim within the ten (10) days requested in my previous correspondence, we are now in agreement to and have a lawfully binding tacit contract, comprising, the following terms:

4. That the debt did not exist in the first place;  
**OR**
5. It has already been paid in full;  
**AND**
6. You will no longer pursue this matter any further.

Yours faithfully,

Patrick: Kelly as commonly known

WITHOUT PREJUDICE, i.e. all Natural Inalienable Rights Reserved      No assured value, No liability

Next, drawing the attention of the court to the current situation:

XXXXXXXXXXXX,  
Red Lodge,  
Bury St Edmunds,  
Suffolk  
Near IP28 XXX

3rd November 2010

Att. Justices Chief Executive,  
The Magistrates Court,  
Shire Hall,  
Bury St Edmunds,  
Suffolk  
IP33 1HF

### NOTICE AND REQUEST FOR CLARIFICATION

Account number: 71146498  
Summons number: 104259

Dear Sir,

I am in receipt of your communication dated 19th October 2010, attached herewith. As there is no such person as "MR PATRICK KELLY" residing at XXXXXXXXXXXX, Red Lodge, Suffolk, I am responding to your communication, there being no other human being resident at that address.

I gather from your communication, that Forest Heath District Council has requested that you offer your services of adjudication in a dispute between Forest Heath District Council and myself. In this instance, there is no dispute as we are in full agreement and so your services will not be required on this occasion. I am attaching copies of the relevant correspondence between Forest Heath District Council and myself in order that you may be fully appraised of the current situation.

In brief outline, on 15th September 2010, Forest Heath District Council wrote requesting payment of an amount of £370 which they describe as "Council Tax". I wrote back assuring them that I would pay any lawful debt which I might owe and requested that they provide evidence that there was a lawful debt outstanding against myself.

They have failed to do that in spite of repeated requests and adequate time being allowed and consequently, we have now reached full tacit, legally binding agreement that there is no lawful debt of this nature outstanding against me at this time. This places us in full agreement that there is no outstanding lawful debt against me at this time, and since we are in full agreement, no adjudication is necessary in this matter.

Further, Forest Heath District Council has ignored my last two written communications, dated 16th October 2010 and 26th October 2010 respectively, placing them squarely in dishonour, which, if there were a dispute between us, would lead to an automatic finding against themselves.

Would you please write to me confirming that your proposed adjudication set for 10:30 a.m. on 18th November 2010 is no longer assigned to this matter.

Sincerely and without ill will, vexation or frivolity

By: \*\*\* \_\_\_\_\_ \*\*\* (Agent)

Patrick: of the Kelly family

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**Forest Heath**  
District Council

Mr Patrick Kelly  
XXXXXXXXXXXXXX  
Red Lodge  
Bury St Edmunds  
Suffolk  
IP28 xxx

Telephone: 01842756460  
Please ask for: Mr Oxborough

Our Ref: 71146498

4 November 2010

Dear Mr Kelly

**Re: Council Tax- XXXXXXXXXXXXXXXX, Red Lodge, Bury St  
Edmunds, Suffolk, IP28 xxx**  
**Account Reference - 71146498. Property Reference - 00107200014012**

I write in response to your letters of 16th and 26th October 2010.

I note in previous correspondence sent to yourself you have already clearly had explained to you, how and why the Council is pursuing you for outstanding Council Tax for the above account.

The account has reached the stage where you have been summonsed to appear at Bury Magistrates Court on 18th November at 10:30 a.m. If you still dispute you owe Council Tax, then this is your opportunity to put your case forward.

I also have to inform you that on the summons issued to you, it does state you not have to attend court, and that you can set up an arrangement with the council. If you wish to do this, you need to fill out and return the arrangement form that was enclosed with the summons.

To clarify, the Council does not consider the matter closed and I hereby confirm that proceedings will continue, unless payment is made in full to clear the balance owed or an arrangement is made direct to clear the balance.

Yours sincerely

Steven Oxborough  
Revenues Recovery Manager



2006-2007  
Transforming the Delivery of  
Services Through Partnerships



2006-2007  
Waste and Recycling



2004-2006  
Supporting People



INVESTOR IN PEOPLE

District Offices, College Heath Road, Mildenhall, Suffolk, IP28 7EY

Tel: 01638 719000 Fax: 01638 716493 info@forest-heath.gov.uk www.forest-heath.gov.uk

Chief Executive: David Bumip. Strategic Director (Resources): Andrew Claydon. Strategic Director (Services): Nigel McCurdy

XXXXXXXXXXXXX,  
Red Lodge,  
Bury St Edmunds,  
Suffolk  
Near IP28 XXX

8th November 2010

Att. Steven Oxborough,  
Forest Heath District Council,  
District Office,  
College Heath Road,  
Mildenhall,  
Suffolk  
IP28 7EY

### NOTICE

Your Ref: 71146498

Dear Steven Oxborough,

I am in receipt of a communication from you dated 4th November 2010 and addressed to "Mr Patrick Kelly" and saying "Mr Kelly". May I draw your attention to the fact that I am a man, namely, Patrick of the Kelly family and not a person. You state that you wish to have a meeting on 18th November at 10:30 am. As I can see no basis whatsoever for this, would you please clarify the following points:

1. You stated that you wish to be paid £370 by the legal fiction person "PATRICK JAMES KELLY" whom you mistakenly believe to be residing at XXXXXXXXXXXX, Red Lodge, Suffolk. I offered to represent the legal fiction person "PATRICK JAMES KELLY" if you could demonstrate any reasonable basis for my doing so and if you could provide evidence that your demand constituted a lawful (not 'legal') debt. You failed to do that and so estoppel has been fully established at this time. This being the case, on what grounds are you proposing to hold a meeting on 18th November?
2. Joinder has not been established in this matter, nor will it ever be as I do not consent to it and I have stated this clearly. On what grounds therefore are you proposing to hold a meeting on 18th November and between whom?
3. As I have already stated clearly, I am not a member of any named society and consequently, you have no jurisdiction over me, Patrick: Kelly the man. I invited you to present any evidence to the contrary and you failed to do so. That being the case, on what grounds are you proposing to hold a meeting on 18th November and why are you telling me about it?

For the avoidance of doubt let me state that I do not consent to have dealings with a court de facto and require any dealings to be through a court de jure in the unlikely event that any such dealings were to become necessary. For further clarification, let me state that I do not consent to being involved in any supposed adjudication on 18th November and I attach herewith, my Notice of Understanding and Intent and Claim of Right.

Yours faithfully,

Patrick: Kelly as commonly known

WITHOUT PREJUDICE, i.e. all Natural Inalienable Rights Reserved      No assured value, No liability

# Notice of Understanding and Intent and Claim of Right

Whereas it is my understanding...

I, Patrick: Kelly, Sui Juris, a flesh and blood man and blessed living Soul serving God alone, do hereby state the following is My Statement of Truth:

Whereas it is my understanding that the United Kingdom is a common law jurisdiction, and,

Whereas it is my understanding that equality before the law is paramount and mandatory, and,

Whereas it is my understanding that a statute is defined as legislated rule of a society which has been given the force of law, and,

Whereas it is my understanding that a society is defined as a number of people joined by mutual consent to deliberate, determine, and act for a common goal, and ,

Whereas it is my understanding that the only form of government recognised as lawful in the United Kingdom of Great Britain and Ireland is a representative one, and,

Whereas it is my understanding that representation requires mutual consent, and,

Whereas it is my understanding that in the absence of mutual consent neither representation nor governance can exist, and,

Whereas it is my understanding that all Acts are statutes restricted in scope and applicability by the Constitution and/or Bill of Rights, and,

Whereas it is my understanding that said scope and applicability is limited to members and employees of government, and,

Whereas it is my understanding that those who have a National Insurance Number are in fact employees of the UK government and thus are bound by the statutes created by the UK government, and,

Whereas it is my understanding that it is lawful to abandon one's NI number, and,

Whereas it is my understanding that human beings in the United Kingdom of Great Britain and Ireland have a right to revoke or deny consent to be represented and thus governed, and,

Whereas it is my understanding that if anyone does revoke or deny consent they exist free of government control and statutory restraints, and,

Whereas a Freeman-on-the-Land has lawfully revoked consent and does exist free of statutory restrictions, obligations, and limitations, and,

Whereas I, Patrick: Kelly am a Freeman-on-the-Land, and,

Whereas it is my understanding that acting peacefully within community standards does not breach the peace, and,

Whereas it is my understanding that any action for which one can apply for and receive a license must itself be a fundamentally, lawful action, and,

Whereas I am not a child, and,

Whereas I am a peaceful human being, and,

Whereas I am a Freeman-on-the-Land who operates with full responsibility, I do not see the need to ask permission to engage in lawful and peaceful activities, especially from those that claim limited liability, and,

Whereas it is my understanding that a by-law is defined as a rule of a corporation, and,

Whereas it is my understanding that corporations are legal fictions and require contracts in order to claim authority or control over other parties, and,

Whereas it is my understanding that legal fictions lack a soul and cannot exert any control over those who are thus blessed and operate with respect to that knowledge as only a fool would allow soulless fictions to dictate to ones actions, and,

Whereas it is my understanding that I have a right to use my property without having to pay for the use or enjoyment of it, and,

Whereas it is my understanding that natural law is the permanent underlying basis of all law, and theories of natural law have been an important part of jurisprudence throughout legal history. Natural law is distinguished from positive law, which is the body of law imposed by the state. Natural law is both anterior and superior to positive law. Oxford Dictionary Of Law 5th Edition ISBN0-19-860756-3 page 326.

Whereas it is my understanding that Common Law which applies to all living souls is: We are free to do what we please, as long as we do not infringe on the life, liberty, property, or rights of another.

Whereas it is my understanding the United Kingdom is a common law jurisdiction, and,

Whereas it is my understanding that Parliament which has no lawful authority ever to breach, surrender, lend or transfer (even temporarily) sovereignty except when conquered in war, and,

Whereas I do firmly and truly believe the signing of European Union Lisbon Treaty is an overt act of treason, and,

Whereas it is my understanding that no one (neither Monarch, nor Prime Minister, nor any prelate, politician, judge or public servant) is above the Common Law of the United Kingdom that forms the

British Constitution (including Magna Carta [1215], the Declaration and Bill of Rights [1688/89], Acts of Union, Succession and Settlement [1701-07], the Coronation Oath Act [1689]).

Whereas it is my understanding equality before the law is paramount and mandatory, and,

Whereas it is my understanding a statute is defined as a legislated rule of society which has been given the force of law, and,

Whereas it is my understanding a society is defined as a number of people joined by mutual consent to deliberate, determine and act for a common goal, and,

Whereas it is my understanding that for something to exist legally it must have a name, and,

Whereas it is my understanding the only form of government recognised as lawful in the United Kingdom is a representative one, and,

Whereas it is my understanding representation requires mutual consent, and,

Whereas it is my understanding that in the absence of mutual consent neither representation nor governance can exist, and,

Whereas it is my understanding people in the United Kingdom have a right to revoke or deny consent to be represented and thus governed, and,

Whereas it is my understanding if anyone does revoke or deny consent they exist free of government control and statutory restraints, and,

Whereas it is my understanding that a claim of right establishes a lawful excuse and that this factual truth is expressed by way of example in the Theft Act 1968 and the Criminal Damage Act 1971, where belief must be that the law creates and vests a specific right to act in that way. In English law, a limited form of statutory offence is termed "claim of right". In *Chamberlain v Lindon* [1998] 1 WLR 1252 [1] Lindon demolished a wall to protect a right-of-way, Despite allowing nine months to pass before acting, Lindon honestly believed that it was immediately necessary to protect his legal rights without having to resort to civil litigation. For the purposes of s5(2): it is not necessary to decide whether Lindon's action was justified as a matter of civil law. For the purpose of the criminal law, what matters is whether Lindon believed that his actions were reasonable, i.e. a subjective test.

Thus a "lawful excuse" may be acknowledged by a court to arise when a person honestly, even if mistakenly, believes that the actions are necessary and reasonable, and,

Whereas it is my understanding that if one has lawful excuse one may choose to not obey a court, tribunal, statute, Act or order, and that this factual truth is expressed by way of example in the Theft Act 1968 and the Criminal Damage Act 1971 and,

Whereas it is my understanding that government does not clearly express that one may be charged for failure to obey a de facto government or court, and,

Whereas it is my understanding that all existing courts and governments are de facto only and not de jure, and,

Whereas it is my understanding that agreements made on behalf of the United Kingdom by traitors to the United Kingdom do not bind the people of the United Kingdom, and,

Whereas I honourably refuse to be bound by agreements made by traitors, and,

Whereas it is my understanding that any police officer who co-operates with foreign armed troops to govern or regulate the population is also committing treason, and,

Whereas it is my understanding that historically the purpose of a national armed force was to ensure that foreign powers never invaded and governed under a force of arms, and,

Whereas it is my understanding that the existence of armed foreign troops patrolling and policing our streets is evidence of a war fought unsuccessfully, and,

Whereas it is my understanding that agreeing or conspiring to agree to allow armed foreign troops to patrol and police our streets is an act of treason, and,

Whereas a flesh and blood man and blessed living Soul serving God alone, has lawfully revoked consent and does exist free of statutory restrictions, obligations, and limitations, and,

Whereas I, Patrick: Kelly, am a flesh and blood man and blessed living Soul serving God alone, and,

Whereas it is my understanding that acting peacefully within community standards does not breach the peace, and,

Whereas it is my understanding that any action for which one can apply for and receive a license must itself be a fundamentally lawful action, and,

Whereas as I, not a child, am a flesh and blood man and blessed living Soul serving God alone, who operates with full responsibility and I do not see the need to ask permission to engage in lawful and peaceful activities, especially from those who claim limited liability, and,

Whereas it is my understanding a bye-law is defined as a rule of a corporation or corporate body, and,

Whereas it is my understanding corporations are legal fictions and require contracts in order to claim authority or control over other parties, and,

Whereas it is my understanding legal fictions lack a soul and cannot exert any control over those who are thus blessed and operate with respect to that knowledge as only a fool would allow soulless fictions to dictate ones actions, and,

Whereas it is my understanding that I can use a public notary, or any authorised officer of a court, to perform duties found under any act thus they have the power to hold court and hear evidence and issue binding lawful judgements, and,

Whereas it is my understanding that a public notary, or any authorised officer of a court, can also be used to bring criminal charges to bear against traitors, even if they hold the highest office, and,

Whereas it is my understanding that I have a right to use my property without having to pay for the use or enjoyment of it, and,

Whereas I claim the right to claim, collect, receive or be paid any pension if I have paid into it, or am otherwise entitled to, and claim that said right is not affected by anything I do, if I abandon a National Insurance Number and,

Whereas it is my understanding that a summons is merely an invitation to attend and the ones issued by any court creates no obligation or dishonour if ignored, and,

Whereas it is my understanding police officers or peace officers who attempt to enforce statutes against Freeman-on-the-Land, a flesh and blood man and blessed living Soul serving God alone, are in fact breaking the law, and,

Whereas it is my understanding that I have the power to refuse intercourse or interaction with police officers or peace officers who have not observed me breach the peace, and,

Whereas it is my understanding that permanent estoppel by acquiescence barring any police officer or prosecutor from bringing charges against a Freeman-on-the Land, flesh and blood man and blessed

living Soul serving God alone, under any Act is created if this claim is not responded to in the stated fashion and time, and,

Whereas it is my understanding that the common law right to travel on the highways without license provided we are not engaging in commerce thereupon is lawful and still exists although it does appear to have been deceptively hidden, and,

Whereas it is my understanding that if the police are not providing a service they have no reason to stop any one, and if proof of insurance and license is not valuable they have no need to ask for it, and,

Whereas it is my understanding that I have the right to refuse to interact or co-operate with criminals, de facto government agents or grossly negligent police officers, and,

Whereas it is my understanding that if I have the power to appoint directly or by proxy I must have the power to fulfill those duties myself, and,

Whereas it is my understanding that the Police although having an illustrious history has had members recently acting in a grossly criminal manner which does tarnish the previous history and record, and,

Whereas it is my understanding that the Law provides remedy at all times, even against rogue or negligent police officers and de facto governments apparently hijacked by soulless corporate interests, and,

Whereas it is my understanding that the act of registering the birth of a baby creates a legal entity called a "person" that exists in association with that baby and that the manner in which offspring are registered transfers superior guardianship rights over that offspring to the government, and,

Whereas it is my understanding that this creation of a person and transfer of authority is not fully disclosed to the parents and, if it was, all good parents would refuse to register their offspring, and,

Whereas it is my understanding that the person and the human being to which it is associated are two very separate and different things and that the people playing roles in government only have the right to act upon the person, and,

Whereas it is my understanding that if I do not exist in association with a person I cannot be lawfully governed by the people playing roles in government, and,

Whereas it is my understanding that I, Patrick: Kelly have been used as surety for the legal fiction "PATRICK JAMES KELLY".

Whereas it is my understanding that I am not obliged to obey the orders of any one claiming to be acting on behalf of Queen or King, as no one who does make claims that abandon and erode the concept of equality has any authority over me, and,

Whereas it is my understanding that the people in the government are merely playing roles.

Whereas it is my understanding that the expression "law of the land" means Common Law.

Therefore be it now known to any and all interested, concerned or affected parties, that I, Patrick: Kelly am a freeman and do hereby serve notice and state clearly, specifically, and unequivocally, my intent to peacefully and lawfully exist free of all statutory obligations, restrictions, and that I maintain all rights at law to trade, exchange or barter and exist without deceptive governance and to do so without limitations, restrictions or regulations created by others and without my consent.

Furthermore, I claim the right to engage in these actions and further claim that all property held by me is held under a claim of right.

Furthermore, I claim the right to lawfully:

(1) Exercise my “common law right to travel”, unhindered, unencumbered, at my discretion in my private conveyance of the day, to wit, my private, unregistered, unlicensed car.

(2) Exercise my God-given right to travel.

I claim that pursuant to any action by any government and/or any principal, member, employee, agent, servant, person thereof, in Right of Great Britain, a province, a municipality:

Furthermore, I claim the right to use the force that I deem appropriate to protect my property, thus preventing any other person claiming the right to use force or violence in regard to my property.

Furthermore, I claim the right to use the force that I deem appropriate to protect my physical body in all circumstances, thus preventing any other person claiming the right to use force or violence in regard to my physical body.

Furthermore, I claim the right to refuse to supply an intimate or non-intimate sample of DNA and Fingerprints for any purpose, without my written and notarised consent.

Furthermore, I claim that the courts in the United Kingdom are de-facto and bound by the Law and I further claim they require the consent of both parties prior to providing any such services.

Furthermore, I claim that anyone who interferes with my lawful activities after having been served notice of this claim, and who fails to properly dispute or make lawful counterclaim, cannot claim good faith or colour of right and that such transgressions will be dealt with in a properly convened court in full public view.

Furthermore, I claim all transactions of security interests require the consent of both parties.

Furthermore, I claim my FEE SCHEDULE for any transgressions by police officers, government principals or agents or justice system participants is:

FIVE HUNDRED BRITISH POUNDS STERLING PER HOUR, or portion thereof, if being questioned, interrogated or in any way detained, harassed or otherwise regulated and,

TWO THOUSAND BRITISH POUNDS STERLING PER HOUR or portion thereof if I am handcuffed, transported, incarcerated, regulated or subjected to any adjudication process without my express written and notarised consent.

Furthermore, I claim the right to respond with any order made by a court over or against my person against my wishes and without my express written and notarised consent will generate a bill that will be submitted to the court for immediate payment.

Furthermore, I claim the right to use a declaratory judgement, or statutory declaration or warrant, to secure payment of the aforementioned FEE SCHEDULE OR BILL FOR ORDER ISSUED IN COURT against any transgressors who by their actions or omissions harm me or my interests, directly or by proxy in any way.

Furthermore, I claim the right to convene a proper court de jure in order to address any potentially criminal actions of any police officers, government officials, principals or agents or justice system participants who, having been served notice of this claim fail to dispute or discuss or make lawful counterclaim and then interfere by act or omission with the lawful exercise of properly claimed and established rights and freedoms.

Furthermore, I claim the law of agent and principal applies and that service upon one is service upon both.

Furthermore, I claim the right to deal with any counterclaims or disputes publicly and in an open forum using discussion and negotiation and to capture on video tape said discussion and negotiation for whatever lawful purpose as I see fit. Affected parties wishing to dispute the claims made herein, or

make their own counterclaims, must respond appropriately within TEN (10) days of service of notice of this action. Any, and all, Responses must be under Oath or attestation, upon full commercial liability and penalty of perjury, and received via registered mail at the address herein provided, no later than TEN (10) days from the date of original service as dated by way of Royal Mail recorded delivery service.

Failure to register a dispute against the claims made herein will result in an automatic default judgement and permanent and irrevocable estoppel by acquiescence barring the bringing of charges under any statute, act or regulation against myself, Freeman-on-the-Land Patrick: Kelly, for exercising these lawful and properly established rights, freedoms and duties.

God Bless You.

Place of Claim of Right: XXXXXXXXXXXXX, Red Lodge, Bury St Edmunds, Suffolk IP28 XXX

United Kingdom of Great Britain and Northern Ireland

I hereby sign this document with the "symbol" I have adopted below, to seal my present intention to authenticate this document.

Signed and dated on this, the eighth day of November in the year of our Lord 2010.

---

Freeman-on-the-land Patrick of the family of Kelly



HER MAJESTY'S  
COURTS SERVICE  
**hmcs**

**West Suffolk Magistrates Court**  
Shire Hall  
Bury St Edmunds  
Suffolk  
IP33 1HF

T 01284 778000  
F 01284 778020

[www.hmcourts-service.gov.uk](http://www.hmcourts-service.gov.uk)

Patrick: of the Kelly family  
XXXXXXXXXXXXXXXXXX  
Red Lodge  
Bury St Edmunds  
Suffolk  
IP28 xxx

5<sup>th</sup> November 2010

Our Ref /TB/Council Tax  
Your Ref

Dear Sir,

**Re: Council Tax hearing – 18<sup>th</sup> November 2010 at 10.30 am**

I confirm that the hearing on the 18<sup>th</sup> November 2010 at Bury St Edmunds Magistrates Court for a Council Tax hearing is still scheduled to take place.

Yours faithfully

Justices Clerk

**And then a request for clarification to the court:**

XXXXXXXXXXXXX,  
Red Lodge,  
Bury St Edmunds,  
Suffolk  
Near IP28 XXX

8th November 2010

Att. Justices Chief Executive,  
The Magistrates Court,  
Shire Hall,  
Bury St Edmunds,  
Suffolk  
IP33 1HF

**NOTICE AND REQUEST FOR CLARIFICATION**

Account number: 71146498  
Summons number: 104259

Dear Sir,

I am in receipt of your communication dated 5th November 2010, stating that you are maintaining an appointment at your place of business on 18th November at 10:30 am. As I can see no basis whatsoever for this, would you please clarify the following points:

1. Forest Heath District Council state that they wish to be paid £370 by the legal fiction person "PATRICK JAMES KELLY" whom they mistakenly believe to be residing at XXXXXXXXXXXX, Red Lodge, Suffolk. I offered to represent the legal fiction person "PATRICK JAMES KELLY" if they could demonstrate any reasonable basis for my doing so and if they could provide evidence that their demand constituted a lawful (not 'legal') debt. They have failed to do that and so estoppel has been fully established at this time. This being the case, on what grounds are you proposing to hold an adjudication meeting on 18th November?
2. Joinder has not been established in this matter, nor will it ever be as I do not consent to it and I have stated this clearly. On what grounds therefore are you proposing to hold an adjudication meeting on 18th November and between whom?
3. As I have already stated clearly, I am not a member of any named society and consequently, you have no jurisdiction over me, Patrick: Kelly the man. I invited Forest Heath District Council to present any evidence to the contrary and they were unable to do so. That being the case, on what grounds are you proposing to hold an adjudication meeting on 18th November and why are you telling me about it?

For the avoidance of doubt let me state that I do not consent to have dealings with a court de facto and require any dealings to be through a court de jure in the unlikely event that any such dealings were to become necessary. For further clarification, let me state that I do not consent to being involved in any supposed adjudication on 18th November at your premises and I attach herewith, my Notice of Understanding and Intent and Claim of Right.

Sincerely and without ill will, vexation or frivolity

Patrick: of the Kelly family

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Then to Forest Heath District Council:

XXXXXXXXXX,  
Red Lodge,  
Bury St Edmunds,  
Suffolk  
Near IP28 XXX

11th November 2010

Att. Steven Oxborough,  
Forest Heath District Council,  
District Office,  
College Heath Road,  
Mildenhall,  
Suffolk  
IP28 7EY

**NOTICE**

Your Ref: 71146498

Dear Steven Oxborough,

You have invited me to meet with you for a face to face consultation on 18th November 2010 at 10:30 a.m. in Bury St Edmunds. Although there is no obligation, I accept your invitation and shall attend your meeting. My charges are as follows:

Fee for attending any one meeting at any location: £500 (FIVE HUNDRED POUNDS) plus  
Travelling expenses from and to XXXXXXXXXXXX, Red Lodge, calculated at 45 pence per mile or part thereof plus any parking or other charges at cost.  
These amounts are payable immediately and an additional interest charge of 1% per month or part thereof for late payment, compounded monthly. VAT does not apply.

As estoppel has already been established in this matter and as you are no doubt aware that no de facto court can deal directly with a human being such as myself, and since you have been informed that I do not consent to be bound by statutes or statutory instruments and only by the Common Law of the land, it seems reasonable to consider that your continuing pursuit of this matter is frivolous. Consequently, from this time forward, I shall be charging £50 (FIFTY POUNDS) per letter should it become necessary for me to communicate with you, and since you have chosen to involve the Bury St Edmunds Magistrates Court in this matter, I shall keep them informed of any additional correspondence, and that will be charged at a further £50 (FIFTY POUNDS) per letter.

Let me state again, that under no circumstances will I allow Joinder to be established during our meeting at Bury St Edmunds whether overtly or covertly.

Yours faithfully,

Patrick: Kelly as commonly known

WITHOUT PREJUDICE, i.e. all Natural Inalienable Rights Reserved      No assured value, No liability

cc Bury St Edmunds Magistrates Court. Summons number: 104259

XXXXXXXXXX,  
Red Lodge,  
Bury St Edmunds,  
Suffolk  
Near IP28 XXX

11th November 2010

**COPY**

Att. Justices Chief Executive,  
The Magistrates Court,  
Shire Hall,  
Bury St Edmunds,  
Suffolk  
IP33 1HF

**NOTICE**

Your Ref: 71146498

Dear Steven Oxborough,

You have invited me to meet with you for a face to face consultation on 18th November 2010 at 10:30 a.m. in Bury St Edmunds. Although there is no obligation, I accept your invitation and shall attend your meeting. My charges are as follows:

Fee for attending any one meeting at any location: £500 (FIVE HUNDRED POUNDS) plus  
Travelling expenses from and to XXXXXXXXXXX, Red Lodge, calculated at 45 pence per mile or part thereof plus any parking or other charges at cost.  
These amounts are payable immediately and an additional interest charge of 1% per month or part thereof for late payment, compounded monthly. VAT does not apply.

As estoppel has already been established in this matter and as you are no doubt aware that no de facto court can deal directly with a human being such as myself, and since you have been informed that I do not consent to be bound by statutes or statutory instruments and only by the Common Law of the land, it seems reasonable to consider that your continuing pursuit of this matter is frivolous. Consequently, from this time forward, I shall be charging £50 (FIFTY POUNDS) per letter should it become necessary for me to communicate with you, and since you have chosen to involve the Bury St Edmunds Magistrates Court in this matter, I shall keep them informed of any additional correspondence, and that will be charged at a further £50 (FIFTY POUNDS) per letter.

Let me state again, that under no circumstances will I allow Joinder to be established during our meeting at Bury St Edmunds whether overtly or covertly.

Yours faithfully,

Patrick: Kelly as commonly known

WITHOUT PREJUDICE, i.e. all Natural Inalienable Rights Reserved      No assured value, No liability

cc Bury St Edmunds Magistrates Court. Summons number: 104259

**A copy, clearly marked as such, was sent to the court on the same day. All of my communications were sent first-class signed-for delivery.**

**There were no further communications received before, or on, Thursday 18th November 2010.**

## Court hearing 18/11/10:

I then attended the Bury St Edmunds Magistrates Court in good time for the hearing.

Ahead of the hearing, I was asked if I wished to speak with Steven Oxborough, so I met with him with the main purpose of making sure that he was aware that I had attended the meeting which he had requested.

After a short wait, I was ushered into the courtroom and invited to sit at a central table. Contrary to my expectations, the clerk of the court had a very pleasant and more than reasonable attitude. He started by asking me to identify myself. I stated "I am here to make a special appearance in order to establish jurisdiction. I claim my Inalienable Human Right to Common Law jurisdiction and do not consent to contract for any services you may have on offer and I waive all the benefits. I am a human Being commonly known as Patrick of the Kelly family".

The clerk then asked if I was "Mr Patrick Kelly" and I replied that to the best of my knowledge, no such person existed. To the best of my knowledge, a person of that name would have been created through the issuing of a Birth Certificate in that name around the time of my birth, application being made by my parents and the names Patrick James and Kelly being provided to the Registrar of Births and Deaths, and as that had not occurred and no Birth Certificate in that name had been issued at that time, and so, I did not believe that any such person existed.

The clerk then turned to the three adjudicators and informed them that it was necessary to establish if the person summonsed, namely, "Mr Patrick Kelly" was in fact present in the court. They checked that the demands were being made in that name and decided that the person who had been summonsed was **not** in the court at that time.

Consequently, the clerk very politely stated that I was not part of the proceedings and that I could move to the public gallery to witness the remainder of the hearing, which I did.

Steven Oxborough was then called on to present the details of the case and he specified the demands, the payments made, the failure to pay in September and the consequent loss of the right to make monthly payments, causing the remaining amount to become payable immediately.

The clerk then informed the three adjudicators that correspondence had been received in the case and that the letter which the court had received on 9/11/10 stated the case and relevant facts very clearly and concisely.

The adjudicators then left the courtroom in order to discuss the information in private. After a few minutes, they buzzed for the clerk to join them (presumably, so that he could advise them on relevant aspects of the law).

When he returned, I asked if, seeing that the court had been adjourned, I might make a comment. He replied that there was no reason at all why people in the public gallery could not comment. I then pointed out that the letter dated 8/11/10 received in court on 9/11/10 had asked for clarification and that there had been no reply to that letter. Also, a letter with identical content had been sent to Forest Heath District Council and it had also been ignored. So, in my opinion, that placed both the court and Forest Heath District Council in 'dishonour' which should result in the hearing being dismissed. The clerk nodded but made no comment, his general demeanour being sympathetic.

The adjudicators were away from the courtroom for a considerable length of time. When they returned, they stated that:

It was their opinion that there was a legal requirement for the defendant to pay Council Tax.

The defendant was not in court.

They had read all of the correspondence in the case and would pay no heed to it.

The court therefore granted the request of Steven Oxborough to obtain a Court Order demanding payment of the outstanding amount, plus costs of £65.

The hearing was then concluded. Overall, it was not an unpleasant experience.

**This produces a most interesting result. The Court has ruled that I, the human, am **not** the person being billed for Council Tax, leading to the following letter:**

XXXXXXXXXXXXX,  
Red Lodge,  
Bury St Edmunds,  
Suffolk  
Near IP28 XXX

18th November 2010

Att. Steven Oxborough,  
Forest Heath District Council,  
District Office,  
College Heath Road,  
Mildenhall,  
Suffolk  
IP28 7EY

### NOTICE

Your Ref: 71146498

Dear Steven,

It was very nice meeting you in Bury St Edmunds this morning and the outcome of the hearing was most interesting. May I draw your attention to the fact that I (the human) was present in the courtroom and the court ruled that the person liable to pay Council Tax was NOT present in the court. This demonstrates very clearly that I am NOT the person who has been billed for Council Tax.

As I, the human, have mistakenly been making payments on behalf of this non-existent person, I hereby request the return of all Council Tax payments made by me since 1/1/07 as they constitute an overpayment, made by me, the human being.

I invite you to check yourself to confirm that no birth certificate was issued for PATRICK JAMES KELLY in, or around, the time of my birth. Consequently, it is a perfectly genuine and honest statement that no such legal person actually exists. I hereby state categorically that there is no such person living at XXXXXXXXXXXX, Red Lodge and that none of the goods, chattels or possessions presently at that address belong to this supposed fictitious person. Additionally, to the best of my knowledge, the fictitious person PATRICK JAMES KELLY does not have any assets of any kind, and a Bond was not created and traded in that name as is the practice to do for a fictitious person of that type.

May I remark in passing, that I have received no correspondence from either yourself or the court since your letter dated 4th November 2010. I am attaching herewith, my Invoice Number 20101101, for my attending today's hearing as requested by you, and for this letter. If you have difficulty in establishing the payment amount for previous Council Tax payments made in error by myself, then I will determine the exact amount and inform you accordingly.

Yours sincerely,

Patrick of the Kelly family

WITHOUT PREJUDICE

Encls. Invoice Number 20101101

**And the accompanying invoice:**

XXXXXXXXXXXXXX,  
Red Lodge,  
Bury St Edmunds,  
Suffolk  
Near IP28 XXX

18th November 2010

Att. Steven Oxborough,  
Forest Heath District Council,  
District Office,  
College Heath Road,  
Mildenhall,  
Suffolk  
IP28 7EY

Your Ref: 71146498

**INVOICE 20101101**

Item	Description	Quantity	Amount	Total
1.	Attending a hearing at Bury St Edmunds Magistrates Court on 18th November 2010 as requested by you	1	£500.00	£500.00
2.	Travelling to and from the above court hearing	30	45p	£13.50
3.	Parking near the courthouse	1	£1.40	£1.40
4.	Letter dated 18th November 2010	1	£50.00	£50.00
			Sub Total:	£564.90
Charge for payment after 30th November 2010:				0.00
			Total:	£564.90

Terms: VAT does not apply  
Payment is due immediately  
Charge for late payment is 1% per month compounded, i.e. £5.65 on 1st December.

E&OE

And then a statement with the amounts filled in:

XXXXXXXXXX,  
Red Lodge,  
Bury St Edmunds,  
Suffolk  
Near IP28 XXX

Att. Steven Oxborough,  
Forest Heath District Council,  
District Office,  
College Heath Road,  
Mildenhall,  
Suffolk  
IP28 7EY

Your Ref: 71146498

**STATEMENT OF ACCOUNT AT 20/11/2010**

Item	Description	Quantity	Amount	Total
1.	Invoice Number 20101101	1	£564.90	£564.90
2.	Council Tax overpayment for 2006/2007	1	£ 97.38	£ 97.38
3.	Council Tax overpayment for 2007/2008	1	£641.95	£641.95
4.	Council Tax overpayment for 2008/2009	1	£700.00	£700.00
5.	Council Tax overpayment for 2009/2010	1	£720.53	£720.53
6.	Council Tax overpayment for 2010/2011	1	£371.19	£371.19
			Total:	£3095.95

Terms: VAT does not apply  
Payment is due immediately

E&OE

On 29th November a letter (dated 18th November) addressed to the strawman was received:



**Forest Heath**  
District Council

MR PATRICK KELLY  
XXXXXXXXXXXXXXXX  
RED LODGE  
BURY ST EDMUNDS  
SUFFOLK  
IP28 XXX

Tel: 01842 756577

Date: 18.11.2010  
Account ref: 71146498  
Summons ref: 104259

PROPERTY ADDRESS:

XXXXXXXXXXXXXXXX  
RED LODGE  
BURY ST EDMUNDS  
SUFFOLK  
IP28 XXX

**CURRENT AMOUNT DUE**  
**£ 435.00**

**ON 18 November 2010 A LIABILITY ORDER WAS GRANTED FOR £435.00**  
**AT:-**

**Suffolk Magistrates Court**  
**The Magistrates Court**  
**Shire Hall**  
**Bury St Edmunds**  
**IP33 1HF**

The law requires me to inform you that unless this amount is PAID IN FULL within 14 days from the date on this letter, I will instruct bailiffs to visit your home or premises to levy distress. This means that they will seek to remove goods to the value of the debt outstanding PLUS THE COSTS incurred in levying the distress as detailed below:-

- For making a first visit to premises with a view to levying distress £24.50.
- For making a second visit to premises with a view to levying distress £18.00.
- For levying distress, the lesser of (i) the amount of costs and fees reasonably incurred; and (ii) where the sum due at the time of the levy does not exceed £100, the sum of £24.50 is payable or where the sum due at the time of the levy exceeds £100, 24.5% on the first £100 of the sum due, 4% on the next £400, 2.5% on the next £1500, 1% on the next £8000 and 0.25% on any additional sum.

Please see overleaf



2006-2007  
Waste and Recycling



INVESTOR IN PEOPLE



2006-2007  
Streamlining the Delivery of  
Services Through Partnerships



2004-2006  
Supporting People

District Offices, College Heath Road, Mildenhall, Suffolk IP28 7EY  
Tel: 01638 719000 Fax: 01638 716493 info@forest-heath.gov.uk www.forest-heath.gov.uk  
Chief Executive: David Burnip Strategic Director (Resources): Andrew Claydon Strategic Director (Services): Nigel McCurdy

- For one attendance with a vehicle with a view to the removal of goods, reasonable costs and fees incurred are payable, as they are where goods are removed and stored prior to sale.
- Where goods are placed under a close possession, a fee of £15.00 PER DAY is payable; where walking possession of goods is obtained a flat fee of £12.00 is payable.
- In cases where appraisalment of goods removed is requested in writing, the broker's reasonable fees and expenses are payable.
- In cases where removed goods are sold at auction at the premises of the auctioneer, the auctioneer's commission fee and expenses are payable up the amount of 15% of the sum realised, together with reasonable costs and fees incurred in respect of advertising.
- If you are unable to pay the above amount IN FULL, then I am only prepared to withdraw your case from those that are about to be passed to my bailiffs if you complete and IMMEDIATELY return the INCOME DETAILS FORM on the back of this letter. This will enable me to set up either an Attachment of Earnings Order if you are working, or a deduction from your Income Support, Jobseekers Allowance or Employment and Support Allowance if you are claiming one of these benefits.
- If you do not complete and return this form, then you may also be SUMMONSED TO APPEAR in the Magistrates Court to explain your reasons for failing to give information as required by law. Further reminders will NOT be issued. This may result in a fine of up to £500, as a failure to provide the relevant information is a CRIMINAL offence under the Council Tax Administration and Enforcement Regulations. If you knowingly supply false information, you may be fined up to £1000.

IF YOU HAVE ANY QUERIES REGARDING THIS MATTER PLEASE CONTACT THE COUNCIL TAX SECTION ON 01842 756577.

AFTER THE FOLLOWING FORM IS COMPLETED IT SHOULD BE RETURNED TO:  
FOREST HEATH DISTRICT COUNCIL, COLLEGE HEATH ROAD, MILDENHALL,  
SUFFOLK IP28 7EY.

INCOME INFORMATION FORM



Forest Heath  
District Council

FDMFCHINFO\_LBPHINFO-001RJ11Rec:37Pg3

Account ref: 71146498  
Summons ref: 104259

Name of charge payer to whom these details relate:-

A) NAME OF YOUR EMPLOYER .....

B) ADDRESS OF YOUR EMPLOYER  
.....  
.....  
.....  
.....

C) YOUR EXPECTED EARNINGS (GROSS) .....

D) YOUR EXPECTED DEDUCTIONS:- .....

i) INCOME TAX .....

ii) CLASS 1 NATIONAL INSURANCE CONTRIBUTIONS .....

iii) ANY OTHER ATTACHMENT OF EARNINGS ORDER .....

iv) YOUR EMPLOYMENT IDENTITY NUMBER .....

E) OTHER SOURCES OF INCOME .....

F) YOUR NATIONAL INSURANCE NUMBER .....

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

PRINT NAME \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_ EMAIL ADDRESS \_\_\_\_\_

FH.INFO.12807.v2.10

PLEASE RETURN THIS COMPLETED FORM TO ANGLIA REVENUES PARTNERSHIP,  
BRECKLAND HOUSE, ST. NICHOLAS STREET, THETFORD, NORFOLK IP24 1BT

And this prompted the following reply:

XXXXXXXXXXXXX,  
Red Lodge,  
Bury St Edmunds,  
Suffolk  
Near IP28 XXX

29th November 2010

Att. Steven Oxborough,  
Forest Heath District Council,  
District Office,  
College Heath Road,  
Mildenhall,  
Suffolk  
IP28 7EY

### NOTICE AND REQUEST FOR CLARIFICATION

Your Ref: 71146498

Dear Steven Oxborough,

I am today in receipt of the attached letter which was delivered to my home, and I should be obliged if you would clarify the following queries:

1. Your letter is dated 18th November 2010 and yet it was not delivered for 11 days which is 78% of the 14 day period mentioned. Why was this?
2. I, the human being Patrick-James of the Kelly family am the only person living at XXXXXXXXXX, Red Lodge and that was made clear in court. Why then are you sending correspondence to the legal entity "MR PATRICK KELLY" which does not reside at that address?
3. As I stated in court, I do not believe that any such legal entity as "MR PATRICK KELLY" was ever created in or around the time of my birth and I challenge you to produce a copy of the Birth Certificate used to create that legal entity. I do not believe any such entity exists, and I hereby state categorically, that no such entity resides at my address.
4. As there seems to be some confusion on your part, let me also state clearly that all goods, chattels, possessions and items of value at XXXXXXXXXX, Red Lodge, belong to me, the human being, and none of them are owned by the legal fictional entity against which you are attempting to levy charges. If you wish, I will swear an affidavit to that effect. Consequently, there is no reason whatsoever for you to request bailiffs to visit this address. Would you please confirm that you no longer intend to request their visit.
5. Let me state once more, That I, the human being Patrick-James of the Kelly family, am not a member of the society whose regulations you are attempting to enforce and so I am not bound by any of those regulations. Also, I do **not** consent to represent the legal fiction 'person' "MR PATRICK KELLY" in this matter and may I yet again draw your attention to the fact that the court has ruled that I, the human being, am **not** the person which you are trying to charge. That is, I, the human being, am not in any respect liable for any charges levied against "MR PATRICK KELLY".
6. To avoid any possible confusion, let me remind you that the charges for a visit from a bailiff or other person of a similar nature has already been specified in my FEES SCHEDULE, namely that there will be a charge of FIVE HUNDRED BRITISH POUNDS STERLING PER HOUR, or portion thereof, if being questioned, interrogated or in any way detained, harassed or otherwise regulated by a bailiff or similar person. This charge will be against both the 'person' requesting the visit, namely Forest Heath District Council, and the person or persons acting on those instructions.
7. Would you please state why the attached letter was not signed.
8. There appears to be a factual error in your letter as it states "The law requires me to inform you ..." while in fact it is not the law but merely a statute or statutory instrument which requires this and neither of those are items of law. Would you please clarify why your letter states that it is the law when in fact, it is not.

Yours faithfully,

Patrick-James of the Kelly family as commonly known

WITHOUT PREJUDICE, i.e. all Natural Inalienable Rights Reserved      No assured value, No liability

cc Anglia Revenues Partnership, Breckland House, St Nicholas Street, Thetford, Norfolk IP24 1BT

**No response was received, so on the first of the month an invoice and a statement were sent:**

XXXXXXXXXXXXXX,  
Red Lodge,  
Bury St Edmunds,  
Suffolk  
Near IP28 XXX

1st December 2010

Att. Steven Oxborough,  
Forest Heath District Council,  
District Office,  
College Heath Road,  
Mildenhall,  
Suffolk  
IP28 7EY

Your Ref: 71146498

**INVOICE 20101102**

Item	Description	Quantity	Amount	Total
1.	Letter dated 29th November 2010	1	£50.00	£50.00
2.	Letter dated 29th November 2010 to ARP	1	£50.00	£50.00
3.	Letter dated 1st December 2010	1	£50.00	£50.00
4.	Late payment charge for Invoice 20101101	1	£5.56	£5.56
			Sub Total:	£155.56
Charge for payment after 31st December 2010:				0.00
			Total:	£155.56

Terms: VAT does not apply  
Payment is due immediately  
Charge for late payment is 1% per month compounded.

E&OE

XXXXXXXXXXXXX,  
Red Lodge,  
Bury St Edmunds,  
Suffolk  
Near IP28 XXX

Att. Steven Oxborough,  
Forest Heath District Council,  
District Office,  
College Heath Road,  
Mildenhall,  
Suffolk  
IP28 7EY

Your Ref: 71146498

**STATEMENT OF ACCOUNT AT 01/12/2010**

<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Amount</b>	<b>Total</b>
1.	Invoice Number 20101101	1	£564.90	£564.90
2.	Council Tax overpayment from 2006/2007 to 2010/2011	1	£2531.05	£2531.05
3.	Invoice Number 20101102	1	£155.56	£155.56
			Total:	£3251.51

Terms: VAT does not apply  
Payment is due immediately

E&OE

**On 7th December 2010, a letter dated 2nd December was delivered:**



**EAST CAMBRIDGESHIRE  
DISTRICT COUNCIL**

Mr Patrick Kelly  
XXXXXXXXXXXXX  
Red Lodge  
Bury St Edmunds  
Suffolk  
IP28 XXX

Telephone: 01842756460  
Please ask for: Mr Oxborough

Our Ref: 71146498

2 December 2010

Dear Mr Kelly

**Re: Council Tax- XXXXXXXXXXXXX , Red Lodge, Bury St  
Edmunds, Suffolk, IP28 XXX  
Account Reference - 71146498. Property Reference - 00107200014012**

I write in response to your letters of 18th & 29th November 2010 and invoice received 24th November 2010. Firstly, I must apologise for the delay in responding as I have been on annual leave.

You have on numerous occasion been informed why the above account has been created, but to clarify, after we received a signed moving in form, a form used for the purpose of registering for Council Tax, we registered Mr Patrick Kelly liable for Council Tax at XXXXXXXXXXXXX, Red Lodge in accordance with the Local Government Finance Act 1992. (LFGA 1992). We later received a signed discount form requesting a 25% single persons discount to be applied to the account.

At the hearing the Magistrates were satisfied that the Council had acted in accordance with the Local Government Finance Act 1992 (LFGA 1992), in the billing and recovery of the above Council Tax account and granted the liability order.

You have now received an 'Information request' letter which needs to be completed and returned to the Council immediately. Failure to do so will result in the Council taking alternative methods to collect the balance remaining, one of which is to send the debt to our Bailiffs for collection. Alternatively payment in full of the remaining balance will prevent further action being taken.

With regards to your comments regarding the delivery of the letter, all Council Tax post is collected by our mailing company on the date of issue and sent second class. I can not comment on any delay after this as it is out of the Council's control.

East Cambridgeshire District Council,  
Breckland House, St. Nicholas Street, Thetford IP24 1BT  
Council Tax Tel: 0845 0726000, Business Rate Tel: 0845 7023092, Benefits Tel: 0845 8426000

[www.eastcambs.gov.uk](http://www.eastcambs.gov.uk)



**EAST CAMBRIDGESHIRE  
DISTRICT COUNCIL**

In relation to your invoices, as previously stated, the Council will not be making any payment to you or to other persons in relation to this matter, the Council owes no money and there is no legal basis to make a claim. I am also confident that the Council has acted fully in accordance with the law and as directed by the Court. If you are still aggrieved, I can only advise you seek legal advice and take whatever steps you feel appropriate.

If you require any further assistance with this or any other Council Tax related matter, please do not hesitate to contact this office.

Yours sincerely

Steven Oxborough  
Revenues Recovery Manager

East Cambridgeshire District Council,  
Breckland House, St. Nicholas Street, Thetford IP24 1BT  
Council Tax Tel: 0845 0726000, Business Rate Tel: 0845 7023092, Benefits Tel: 0845 8426000

[www.eastcambs.gov.uk](http://www.eastcambs.gov.uk)

ECGNHEAD\_19\_1303.01\_10\_v1

**And the response was:**

XXXXXXXXXX  
Red Lodge,  
Bury St Edmunds,  
Suffolk  
Near IP28 xxx

7th December 2010

Steven Oxborough,  
East Cambridgeshire District Council,  
Breckland House,  
St Nicholas Street,  
Thetford,  
IP24 1BT

## CONTEMPT OF COURT AND CRIMINAL CHARGES

Your Ref: 71146498

Dear Steven,

Please notice that this letter is to you and not to the Forest Heath District Council. It seems only reasonable to draw to your attention the fact that should you choose to involve a Debt Collection Agency, you personally, would place yourself in a hazardous position in that you would have instructed a Debt Collection Agency to recover goods belonging to a non-existent legal fiction person "MR PATRICK KELLY" which supposedly resides at XXXXXXXXXXXX, Red Lodge. This is in spite of the fact that I have informed you that there is no such person living at that address and that no goods belonging to this notional person are located there.

This is a situation which has significant danger for you personally. Should it happen that your appointed agent removes any item belonging to me (the human being) then that constitutes theft, and the visit constitutes harassment, and your joining with your superior who instructs you and your agent who is instructed by you, constitutes conspiracy to commit a crime.

You deal regularly with the Bury St Edmunds Magistrates Court. That is a court de facto which deals with statutes and statutory instruments, both of which are the Law of the Waters. That court holds "hearings" before "adjudicators" and can only deal with legal fiction 'persons' and humans who consent to represent those legal fictions.

You are now involving yourself with a matter which is totally different. It is a criminal matter which is dealt with by a court de jure, which deals with "prosecutions" and which is resided over by "Judges" who deal with Common Law which applies directly to humans, as it is the Law of the Land. If you, personally, were convicted by a court de jure, you would then have a criminal record which would make it difficult to get a job and Forest Heath District Council might not be able to continue your present employment. You, personally, would be liable for whatever measures the court decides to impose, and so you need to be aware of the impact on yourself and your family should matters reach that point.

Let me stress again that the adjudicators at the hearing in Court 3 of Bury St Edmunds Magistrates Court, held on 18th November 2010 in relation to summons 104259, ruled that I, the human being living at XXXXXXXXXXXXX, am **not** the legal fiction person "MR PATRICK KELLY" from which you are demanding Council Tax payments with menaces. Consequently, you will be in contempt of court should your agent take any item belonging to me. That action is the criminal offence of theft and you, personally, are responsible for that act, and so you personally are the person committing that criminal act through your agent. If that should happen, please be advised that I will be pressing separate criminal charges against you personally, for theft, harassment and conspiracy.

Quite apart from the fact that any such actions will result in substantial monetary charges against you personally, in that you personally directed the actions which caused the various breaches of the law, it would be sensible for you to discontinue the attempts to seize non-existing goods supposedly belonging to a non-existing legal fiction person which does not reside at my present address. Please bear in mind that you have been informed that there are no such goods or chattels at this address, that I have never seen any evidence that there is any such legal fiction person as "MR PATRICK KELLY" as my parents never requested the Registrar of Births and Deaths to register my birth, supplying the names PATRICK and KELLY, and I have requested that you produce a copy of

that Birth Certificate (which is the creation of the legal fiction 'person' and the assignment of a Bond Number to that certificate) and you have not yet managed to do that. There is no doubt in my mind that no such Birth Certificate exists and consequently, that no such legal fiction 'person' exists.

You may further confirm this by checking that the Voting register does not show a MR PATRICK KELLY registered at this address since 2007 and by performing a search for a corresponding Birth Certificate which will show that there is no record of any such certificate, which you should be aware, is the mechanism through which the legal fiction 'person' MR PATRICK KELLY would have been created. I suggest that you correct your records by removing that name. You have full justification for doing that as you have a written statement attesting the fact that there is no such 'person' at this address, nor are there any goods or chattels belonging to any such person at this address, and a court ruling that the human beings **not** the 'person' on your records. Further, you have the offer of a sworn affidavit to that effect should you wish to have one.

You should also be aware that in the likely event of Forest Heath District Council dismissing you for "gross misconduct" that the Benefits section of your society will not pay you Job-Seeker's Allowance for the first six months (unless a Case Assessor determines otherwise). It is also likely that Forest Heath District Council will not pay you redundancy due to the nature of your dismissal. If you feel that 'they would never do that' then be advised that they recently terminated the employment of a man who had worked for them for more than two years and who had suffered a heart attack, and they refused to pay him redundancy. It is difficult to get a job at this time no matter how good you are at your job, but it must be almost impossible if you have a criminal conviction for theft. It may well be that the regulations under which Forest Heath District Council operates, prevent it from employing those who have criminal convictions and if that is the case, then your dismissal would be automatic.

Let me stress again, that I do **not** consent to represent any such legal fiction 'person' and that the court has ruled that I, the human being, am **not** that person, requiring me to leave the courtroom as I was not involved in your case in any way whatsoever. Further, let me say yet again, that I, the human being, am **not** a member of the society whose regulations you are employed to enforce, and I do **not** consent to be subject to or bound by those regulations.

Your present actions are placing you in a dangerous position and as I bear you no ill will whatsoever, I therefore suggest that you take a prudent course of action by accepting the fact that you cannot obtain money or goods from an entity which does not exist, removing the name from your records which clearly are in error, and discontinuing any further action in this matter. If you wish, I am willing to meet with you for a face-to-face discussion of all of the factors involved in this case, placing you in a better position to make the decisions which will affect the rest of your life.

We come now to a most serious matter. You appear to be basing your present actions on a Liability Order issued by the Magistrates Court on 18th November 2010. I consider it my duty to make you aware of the fact that as far as I can see from the relevant legal regulations, a magistrates Court does not have the authority to hold a hearing to determine Liability nor to issue a Liability Order. In order to assist you in confirming this for yourself, the relevant information can be found in the 2010 issue of Stone's Justices' Manual, section 1-382: Magistrates' Court procedure relating to jurisdiction, it lays down the remit of a Magistrates Court, namely:

1. To try any summary offence.
2. As examining justices over any offence committed by a person who appears or is brought before the court.
3. Subject to SS 18-22 of the Magistrates' Courts Act 1980, to try summarily any offence which is tryable either way.
4. In the exercise of its powers under s 24 of the Magistrates' Courts Act 1980 to try summarily an indictable offence.

A Liability Hearing does not fall under any of those areas of remit, so it appears that a magistrates Court is not legally permitted to hold liability Hearings nor to issue Liability Orders. Consequently, any such Order issued by your court is invalid and no person is legally entitled to base their actions on any such Order.

You need to understand Steven, that it is illegal for you, personally, or your appointed agents, to perform any actions based on an invalid and illegal Liability Order issued by any Magistrates Court. Any actions which you take, you take as an individual person and not as a person acting legally on behalf of a Local Council or a Magistrates Court. Consequently, there is considerable personal risk involved for you. The fact that you have not been made aware of the situation before is not a defence which a court would countenance as ignorance of the legal statutes involved is not a defence. I therefore urge you again to be prudent and careful in whatever actions you decide to take.

In addition, you need to be aware that the statement "the district council is empowered to enforce payments of the Council Tax through the Magistrates Court" made in the council letter dated 14th October 2010 is factually

incorrect as no Magistrates Court is permitted to be involved in liability hearings nor to issue Liability Orders. Any such Orders made with respect to XXXXXXXXXXXX are wholly invalid and any actions of yours based on those, or presumptions based on those, do not have the legal support of that court. It is difficult to see how demands for payment made with the false threat of court sanctions can be seen as anything other than demanding money with menaces, which is generally considered to be a criminal offence. I strongly recommend that you arrange to settle the outstanding amount owed by the council rather than requiring me to pursue the matter through the courts where these things will then become a permanent court record.

I attach herewith, a copy of my letter to the Bury St Edmunds Court, drawing their attention to the fact that they are not empowered under present legislation, to hold liability hearings or to issue Liability Orders. You need to be aware that in my opinion, on all occasions in the past where you have instructed bailiffs to remove possessions from households, based on Liability Orders issued by a Magistrates Court have almost certainly constituted illegal actions for which you personally are liable. It seems likely that Forest Heath District Council are aware of this and have refrained from making you aware of the situation. If you wish to meet with me to discuss these matters, then I am willing to meet with you without charge, either during or outside your normal working hours, either at the council offices or elsewhere as is convenient to you.

A letter dated 2nd December 2010 from yourself addressed to this non-existent entity "Mr Patrick Kelly" which the Bury court has ruled is not me, the human being, has been delivered to my home address. I should be obliged if you would stop sending such letters to this address as there is no such person here. Surprisingly, in your letter, there is a statement that the council does not owe any money to anyone in connection with this matter. This is, of course, incorrect as the council does owe me money since you were informed clearly of my charges in good time for you to have avoided incurring any, and you chose not to do so. Consequently, those charges stand and there are amounts outstanding as you have availed yourself of charged services in the full knowledge that those services incurred a charge.

Yours faithfully,

Patrick: Kelly as commonly known

Without any acceptance of any liability whatsoever, and with all Indefeasible Rights reserved.

**Attachment:**

XXXXXXXXXXXX,  
Red Lodge,  
Bury St Edmunds,  
Suffolk  
Near IP28 XXX

3rd December 2010

Att. Justices Chief Executive,  
The Magistrates Court,  
Shire Hall,  
Bury St Edmunds,  
Suffolk  
IP33 1HF

Dear Sir,

Notification of a Liability Order issued by the Magistrates Court was sent to my home address and while it is not made out to myself personally, I feel it my duty to draw to your attention that as far as I can determine, a Magistrates Court is not empowered to make rulings on liability matters nor to issue liability Orders.

I should like to draw your attention to the fact that on 18th November 2010, the relevant procedure at your premises was a "hearing" and the court comprised three "adjudicators", a clerk and an usher, demonstrating clearly that the proceedings were a court de facto, that is, a Magistrates Court hearing.

The 2010 edition of Stone's Justices' Manual, section 1-382: Magistrates' Court procedure relating to jurisdiction, it lays down the remit of a Magistrates Court, namely:

1. To try any summary offence.
2. As examining justices over any offence committed by a person who appears or is brought before the court.
3. Subject to SS 18-22 of the Magistrates' Courts Act 1980, to try summarily any offence which is tryable either way.
4. In the exercise of its powers under s 24 of the Magistrates' Courts Act 1980 to try summarily an indictable offence.

A Liability Hearing does not fall under any of those areas of remit, so it appears that a magistrates Court is not legally permitted to hold liability Hearings nor to issue Liability Orders. Consequently, any such Order issued by your court is invalid and no person is legally entitled to base their actions on any such Order.

I urge you therefore, to stop holding any such Liability hearings and issuing Liability Orders until such time as the law is changed and such matter then become legal.

Sincerely and without ill will, vexation or frivolity,

Patrick: of the Kelly family

Without any acceptance of any liability whatsoever, and with all Indefeasible Rights reserved.

**The court responded:**



Patrick: of the Kelly Family  
XXXXXXXXXXXX  
Red Lodge  
Bury St Edmunds  
Suffolk  
IP28 XXX

[www.hmcourts-service.gov.uk](http://www.hmcourts-service.gov.uk)

9<sup>th</sup> December 2010

Our Ref:DC/ADP

Dear Sir

Thank you for your letter dated 3<sup>rd</sup> December 2010 (received 9<sup>th</sup> December 2010) which has been passed to me for reply.

The jurisdiction of Magistrates' Courts comes from a number sources, of which the Magistrates Courts Act 1980 is only one.

As you clearly have access to Stone's Justices Manual, you may wish to refer to the section in volume 3 that covers the Local Government Finance Act 1992 and the Council Tax (Administration and Enforcement) Regulations 1992. As you will see, these cover a number of provisions, including the power of the Local Authority to order deductions to be made from earnings and to issue Distress Warrants to bailiffs. These provisions also cover the power of the court to commit an individual to prison for non payment of council tax if all other means of enforcement have failed.

I note you say that the Liability Order is not made out to you personally, so presumably the details of these provisions will not be of undue concern to you. You should note however that in event of subsequent enforcement action it is the Magistrates' Court that will determine whether the person brought before it and the person named in the Liability Order are one and the same.

I can confirm that this Court will continue holding Liability Hearings and issuing Liability Orders in accordance with existing law.

Yours faithfully

D Carson  
Deputy Justices Clerk

This is a very clear and well-presented letter. However, there are a number of problems with what it says. Firstly, the "Acts" referred to are speaking of the Local Authority and not the Magistrates Court and so the items quoted are not relevant. Secondly, in spite of them being referred to in the final sentence as being "law" they are only statutes or statutory instruments, restricted in scope to the Law Society members and such members of the public who consent to be bound by them, and consequently, they are not "the law". Thirdly, it is interesting to note that it is suggested that a subsequent Magistrates Court

**finding might be the reverse of the finding already given. If that is the case, then one of the two contradictory findings has to be incorrect, which implies that non Magistrates Court finding can be relied on as it may later be shown to have been unsound, prompting this letter:**

XXXXXXXXXXXXXX,  
Red Lodge,  
Bury St Edmunds,  
Suffolk  
Near IP28 XXX

13th December 2010

Att. D. Carson,  
West Suffolk Magistrates Court,  
Shire Hall,  
Bury St Edmunds,  
Suffolk  
IP33 1HF

Your Ref: DC/ADP

Dear Sir or Madam,

I should like to thank you for your letter dated 9th December 2010 and express my appreciation of your having taken the time to reply.

I must apologise for a clerical error in my previous letter to you when I said "until such time as the law is changed and such matters then become legal" which of course, should have read "until such time as the legislation is changed and such matters then become legal".

I take note of your mention of the Local Government Finance Act 1992 and the Council Tax (Administration and Enforcement) Regulations 1992 in relation to Local Authority procedures. However, while these are indeed interesting, they are not directly relevant to the issue of the remit of Magistrate Courts as defined by Stones Justices Manual which was issued in 2010. The recent Stones publication is grossly inadequate and highly misleading if, when defining the scope of jurisdiction of a Magistrates Court, it does not include major areas of additional jurisdiction. I should be most obliged if you would point me to some specific legislation which authorises a Magistrates Court to make rulings on liability hearings and issue Liability Orders based on those rulings, as I have not managed to find any such authorisation.

I find your statement on the possibility of a subsequent Magistrates Court hearing resulting in a contrary ruling when considering the same information, quite astonishing as that indicates that at least one of those rulings has to be unsound, which in turn, implies that you believe that any Magistrates Court ruling is liable to be unsound. This is a most remarkable implication with very far-reaching significance.

However, as you are most certainly aware, statutes and statutory instruments are the regulations of the Law Society and not being law, they are only binding on members of that society and anybody else who consents to be bound by them. As I have repeatedly stated in writing, I am not a member of that society and I do not consent to be bound by those regulations. Consequently, it is of no direct concern to me what the ruling is on the entity which Forest Heath District Council is attempting to charge Council Tax as I do not consent to represent the supposed legal 'person' "MR PATRICK KELLY" (which I sincerely doubt actually exists as I am not aware of any corresponding Birth Certificate) and so, Joinder has not been established, nor will I permit it to be.

Further, I requested Forest Heath District Council to provide evidence of any lawful debt owed by myself. This they failed to do and so estoppel was established in the matter, demonstrating that there is no such outstanding debt, so again, any court finding on any supposed link between myself and the fiction "MR PATRICK KELLY" does not have any relevance.

Anyway, may I again urge you to stop holding Liability hearings and issuing Liability Orders until such time as the legislation is changed and such matters then become legal.

Sincerely and without ill will, vexation or frivolity,

Patrick: of the Kelly family

Without any acceptance of any liability whatsoever, and with all Indefeasible Rights reserved.

-----

**The next response was received around midday on 10th January 2011:**



Forest Heath  
District Council

Mr Patrick Kelly  
XXXXXXXXXX,  
Red Lodge  
Bury St Edmunds  
Suffolk  
IP28 XXX

Telephone: 01842756460  
Please ask for: Mr Oxborough

Our Ref: 71146498

5 January 2011

Dear Mr Kelly

**RE: Council Tax- XXXXXXXXXXXXXXXX, Red Lodge, Bury St Edmunds,  
Suffolk, IP28 XXX**  
**Account Reference - 71146498**

I write further to your letter of 7th December 2010.

I can only re-iterate previous statements made to you.

You have been registered for, and paying Council Tax on XXXXXXXXXXXXX Red Lodge since 1st January 2007 following receipt of a letter from you. On 16th April 2007, we received a completed and signed form claiming 25% discount as a single occupier.

The district council is a legal entity, under the LGA 1972 and is empowered to enforce payments of the Council Tax through the Magistrates Court. The charge is upon the occupiers of particular properties, such as XXXXXXXX XXXX, and it is a legal duty for the same to pay the liability.

Council Tax law was laid down in the Local Government Finance Act 1992. (LGFA 1992). You are deemed the liable person to Council Tax under section 6 of the LGFA 1992 and a demand was issued under Statutory Instrument no. 613 of the same Act. Failure to pay will result in further action being taken against you.

At the hearing at Bury Magistrates Court on 2010, the Magistrates were satisfied that the Council had acted in accordance with the Local Government Finance Act 1992 (LGFA 1992), in the billing and recovery of the above Council Tax account and granted the liability order.



2008-2007  
Transforming the Delivery of  
Services Through Partnerships



2008-2007  
Waste and Recycling



2004-2005  
Supporting People



INVESTOR IN PEOPLE

Chief Executive: David Burnip. Strategic Director (Resources): Andrew Claydon. Strategic Director (Services): Nigel McCurdy

District Offices, College Heath Road, Mildenhall, Suffolk, IP28 7EY

Tel: 01638 719000 Fax: 01638 716493 info@forest-heath.gov.uk www.forest-heath.gov.uk



**Forest Heath**  
District Council

As you failed to complete and return the 'Information request' letter sent to you on 19th November 2010, the debt outstanding was forwarded to the Council's Bailiff's 'Rossendales Ltd' for collection on the 10th December 2010. They will contact you in relation to settling the balance owed.

If you require any further assistance with this or any other Council Tax related matter, please do not hesitate to contact this office.

Yours sincerely

Steven Oxborough  
Revenues Recovery Manager



2006-2007  
Transforming the Delivery of  
Services Through Partnerships



2006-2007  
Waste and Recycling



2004-2006  
Supporting People



INVESTOR IN PEOPLE

District Offices, College Heath Road, Mildenhall, Suffolk, IP28 7EY

Tel: 01638 719000 Fax: 01638 716493 [info@forest-heath.gov.uk](mailto:info@forest-heath.gov.uk) [www.forest-heath.gov.uk](http://www.forest-heath.gov.uk)

Chief Executive: David Burnip. Strategic Director (Resources): Andrew Claydon. Strategic Director (Services): Nigel McCurdy

**And then within thirty minutes, a bailiff from Rossendales Ltd. Came pounding on my door to deliver these documents:**



Please quote Rossendales Ref: 5566260 on all correspondence.

Client Ref: 71146498

Wavell House  
Holcombe Road  
Helmshore  
Rossendale  
Lancashire  
BB4 4NB

Tel: 0844 701 3980  
Fax: 0844 701 3982

TO Mr Patrick Kelly OF XXXXXXXXXXXX Red Lodge, BURY ST. EDMUNDS, Suffolk, IP28 XXX AND ALL OTHERS WHOM IT MAY CONCERN:

TAKE NOTICE that by virtue of an authority given to me by **Mildenhall Magistrates Court** in a Liability Order dated **Nov 18, 2010** I have this day re-attended with a view to seizing goods for debt and costs owing to **Forest Heath District Council** as stated in the said Liability Order.

AND TAKE FURTHER NOTICE that unless the said sum be paid, together with the expenses of this attendance, within five Days from the date hereof, we will re-attend with a view to seizure, removal and sale of the goods, according to Law.

£ : p

Client debt and costs outstanding

435-00  
24-50

First visit fee

Second visit fee

VAT

759-50

Total

Dated this

10

day of

January

20

10

Signed

Balliff of Rossendales Ltd.

- NOTES: 1. Cheques accepted solely at our discretion and subject to clearance.  
 2. Payment must be made to this office.  
 3. Please only call our office between the hours of 9am and 5pm.

Registered in England No 1501584 VAT Reg No 354 7031 65  
Rossendales Limited registered office: Wavell House, Holcombe Road, Helmshore, Rossendale, Lancashire, BB4 4NB



Please quote Rossendales Ref: 5566260 on all correspondence.

Client Ref: 71146498

Wavell House
Holcombe Road
Helmshore
Rossendale
Lancashire
BB4 4NB

Tel: 0844 701 3980
Fax: 0844 701 3982

NOTICE OF DISTRESS

TO Mr Patrick Kelly OF XXXXXXXXXXXX Red Lodge, BURY ST. EDMUNDS, Suffolk, IP28 XXX AND ALL OTHERS WHOM IT MAY CONCERN:

TAKE NOTICE that by virtue of an authority given to me by Mildenhall Magistrates Court in a Liability Order dated Nov 18, 2010 I have this day seized, distrained and impounded upon the premises the goods specified in the inventory below for debt and costs owing to Forest Heath District Council as stated in the said Liability Order.

AND TAKE FURTHER NOTICE that unless the said sum be paid, together with the expenses of this Distress, or the goods Replevied, within five Days from the date hereof, they will be sold according to Law.

THE INVENTORY

Inventory table with columns for Description, Quantity, and Value.

Signed \_\_\_\_\_ Bailiff \_\_\_\_\_ Date \_\_\_\_\_

WALKING POSSESSION AGREEMENT

TO \_\_\_\_\_ Bailiff

In consideration of: (a) You not immediately removing the goods (b) You delaying the sale of those goods I HEREBY AGREE THAT:

- (1) You may take possession of those goods and hold them in Walking Possession.
(2) You or your man may enter or re-enter the premises at any time while the distraint is in force.
(3) I will not remove or allow to be removed from the premises any goods so distrained.
(4) I will inform any person who may visit my premises for the purposes of levying any other Distress or Execution that you are already in possession of the goods so distrained, and I will inform you of any such visit.
(5) You may remove and sell those goods at any time after 14 days after the date shown below, if I have not by then paid the sum due and your fees, charges and expenses. I certify that a copy of this possession agreement has been handed to me.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ Signed \_\_\_\_\_

AMOUNT FOR WHICH THE DISTRESS IS MADE £ : p

Client debt and costs outstanding
First visit fee
Second visit fee
Levy fee
Walking possession
Other
Total

- Cheques accepted solely at our discretion and subject to clearance.
• Payment must be made to this office.
• Our phone number is only for emergency use, please refer to Section 3 of the Instruction Sheet.

PAID: CASH [checked] CHEQUE [checked]

Receipt No. \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ Signed \_\_\_\_\_

**Request to pay by instalments**

If you need extra time to pay, please fill in and sign this form and return it to us immediately. By signing the form you are agreeing to the conditions below. If you do not sign and return this form, we cannot allow you any extra time to pay. We will not enter into arrangements over the phone.

- (1) The fact that we have left this form means that we are prepared to consider letting you pay by instalments. But instalments are not always acceptable, or may only be acceptable at a higher rate than you have offered. We will write to you and let you know whether we accept your offer, or whether it will have to be increased. We will only allow up to eight weeks for magistrates court fines.
- (2) If your house is for sale you must send us a solicitor's undertaking to make the payments from the proceeds of the sale. Without this undertaking, we will not be able to allow extra time.
- (3) We will deduct all costs from the payments you make.
- (4) It is important that payments commence immediately, do not wait for a response.

**Please fill in the following details**

Client name ..... *F. Heath* ..... Our reference ..... *5560260* .....

Your name ..... Your job title .....

Your address .....

Your phone number ..... Your email address .....

Your employer's name (if this applies to you) .....

Your employer's address (if this applies to you) .....

**Please include details and proof of all income you receive.**  
**If you are on Jobseeker's Allowance, income support or other benefits, please send first 3 pages of income support book or a copy of signing-on card or a letter from your benefit agency. Please note: do not send originals as these will not be returned.**

Your national insurance number ..... Your date of birth ...../...../.....

**Please send us copies of any existing warrants, bankruptcy orders, tenancy agreements and so on.**

How much do you offer to pay weekly / fortnightly / monthly? £

Your signature ..... Date ...../...../.....

Please send this form to:

**Rossendales Ltd., Wavell House, Holcombe Road, Helmshore, Rossendale, BB4 4NB**

Registered office. Registered in England number 1501584

**For official use only**

A  R   BGC

RFI 07/09



**ABC ABC** bank giro credit 

Date: \_\_\_\_\_

Notes £50 \_\_\_\_\_  
 Notes £20 \_\_\_\_\_  
 Notes £10 \_\_\_\_\_  
 Notes £5 \_\_\_\_\_  
 Notes/Coin £1/£2 \_\_\_\_\_  
 50p \_\_\_\_\_  
 20p \_\_\_\_\_  
 Silver \_\_\_\_\_  
 Bronze \_\_\_\_\_  
 TOTAL CASH \_\_\_\_\_  
 Postal orders \_\_\_\_\_

CHEQUES NOT ACCEPTED

HSE/REV £ \_\_\_\_\_

Date: \_\_\_\_\_

Cashier's Stamp

Integrity Print 9507 10/04

NO. OF ITEMS \_\_\_\_\_ FEE \_\_\_\_\_

Paid in by **5566260 Kelly**

Barclays Bank plc

Automated Bulk Credit Clearing

Account **ROSSENDALES LIMITED BGC ACCOUNT**  
 15-70 50032832

Notes £50 \_\_\_\_\_  
 Notes £20 \_\_\_\_\_  
 Notes £10 \_\_\_\_\_  
 Notes £5 \_\_\_\_\_  
 Notes/Coin £1/£2 \_\_\_\_\_  
 50p \_\_\_\_\_  
 20p \_\_\_\_\_  
 Silver \_\_\_\_\_  
 Bronze \_\_\_\_\_  
 TOTAL CASH \_\_\_\_\_  
 Postal orders \_\_\_\_\_

CHEQUES NOT ACCEPTED

Branch No. 25-36-67 Account No. 50032832 Trans Code 73 £

5566260

⑈000000⑈ 25 366 71 5003 283 2⑈ 73

**ABC ABC** bank giro credit 

Date: \_\_\_\_\_

Notes £50 \_\_\_\_\_  
 Notes £20 \_\_\_\_\_  
 Notes £10 \_\_\_\_\_  
 Notes £5 \_\_\_\_\_  
 Notes/Coin £1/£2 \_\_\_\_\_  
 50p \_\_\_\_\_  
 20p \_\_\_\_\_  
 Silver \_\_\_\_\_  
 Bronze \_\_\_\_\_  
 TOTAL CASH \_\_\_\_\_  
 Postal orders \_\_\_\_\_

CHEQUES NOT ACCEPTED

HSE/REV £ \_\_\_\_\_

Date: \_\_\_\_\_

Cashier's Stamp

Integrity Print 9507 10/03

NO. OF ITEMS \_\_\_\_\_ FEE \_\_\_\_\_

Paid in by **5566260 Kelly**

Barclays Bank plc

Automated Bulk Credit Clearing

Account **ROSSENDALES LIMITED BGC ACCOUNT**  
 15-70 50032832

Notes £50 \_\_\_\_\_  
 Notes £20 \_\_\_\_\_  
 Notes £10 \_\_\_\_\_  
 Notes £5 \_\_\_\_\_  
 Notes/Coin £1/£2 \_\_\_\_\_  
 50p \_\_\_\_\_  
 20p \_\_\_\_\_  
 Silver \_\_\_\_\_  
 Bronze \_\_\_\_\_  
 TOTAL CASH \_\_\_\_\_  
 Postal orders \_\_\_\_\_

CHEQUES NOT ACCEPTED

Branch No. 25-36-67 Account No. 50032832 Trans Code 73 £

5566260

⑈000000⑈ 25 366 71 5003 283 2⑈ 73

**ABC ABC** bank giro credit 

Date: \_\_\_\_\_

Notes £50 \_\_\_\_\_  
 Notes £20 \_\_\_\_\_  
 Notes £10 \_\_\_\_\_  
 Notes £5 \_\_\_\_\_  
 Notes/Coin £1/£2 \_\_\_\_\_  
 50p \_\_\_\_\_  
 20p \_\_\_\_\_  
 Silver \_\_\_\_\_  
 Bronze \_\_\_\_\_  
 TOTAL CASH \_\_\_\_\_  
 Postal orders \_\_\_\_\_

CHEQUES NOT ACCEPTED

HSE/REV £ \_\_\_\_\_

Date: \_\_\_\_\_

Cashier's Stamp

Integrity Print 9507 10/03

NO. OF ITEMS \_\_\_\_\_ FEE \_\_\_\_\_

Paid in by **5566260 Kelly**

Barclays Bank plc

Automated Bulk Credit Clearing

Account **ROSSENDALES LIMITED BGC ACCOUNT**  
 15-70 50032832

Notes £50 \_\_\_\_\_  
 Notes £20 \_\_\_\_\_  
 Notes £10 \_\_\_\_\_  
 Notes £5 \_\_\_\_\_  
 Notes/Coin £1/£2 \_\_\_\_\_  
 50p \_\_\_\_\_  
 20p \_\_\_\_\_  
 Silver \_\_\_\_\_  
 Bronze \_\_\_\_\_  
 TOTAL CASH \_\_\_\_\_  
 Postal orders \_\_\_\_\_

CHEQUES NOT ACCEPTED

Branch No. 25-36-67 Account No. 50032832 Trans Code 73 £

5566260

⑈000000⑈ 25 366 71 5003 283 2⑈ 73

**ABC ABC** bank giro credit 

Date: \_\_\_\_\_

Notes £50 \_\_\_\_\_  
 Notes £20 \_\_\_\_\_  
 Notes £10 \_\_\_\_\_  
 Notes £5 \_\_\_\_\_  
 Notes/Coin £1/£2 \_\_\_\_\_  
 50p \_\_\_\_\_  
 20p \_\_\_\_\_  
 Silver \_\_\_\_\_  
 Bronze \_\_\_\_\_  
 TOTAL CASH \_\_\_\_\_  
 Postal orders \_\_\_\_\_

CHEQUES NOT ACCEPTED

HSE/REV £ \_\_\_\_\_

Date: \_\_\_\_\_

Cashier's Stamp

Integrity Print 9507 10/03

NO. OF ITEMS \_\_\_\_\_ FEE \_\_\_\_\_

Paid in by **5566260 Kelly**

Barclays Bank plc

Automated Bulk Credit Clearing

Account **ROSSENDALES LIMITED BGC ACCOUNT**  
 15-70 50032832

Notes £50 \_\_\_\_\_  
 Notes £20 \_\_\_\_\_  
 Notes £10 \_\_\_\_\_  
 Notes £5 \_\_\_\_\_  
 Notes/Coin £1/£2 \_\_\_\_\_  
 50p \_\_\_\_\_  
 20p \_\_\_\_\_  
 Silver \_\_\_\_\_  
 Bronze \_\_\_\_\_  
 TOTAL CASH \_\_\_\_\_  
 Postal orders \_\_\_\_\_

CHEQUES NOT ACCEPTED

Branch No. 25-36-67 Account No. 50032832 Trans Code 73 £

5566260

⑈000000⑈ 25 366 71 5003 283 2⑈ 73

252

**The first response was immediate and sent to Rossendales Ltd. By recorded delivery on the same day, 10th January 2011:**

In care of:  
XXXXXXXXXX  
Red Lodge  
Bury St Edmunds  
Suffolk  
Near: [IP28 XXX]

10th January 2011

Re: **5566260**, dated **January 10th 2011**.

**Notice of Request To Cease Harassment.**

To:  
Rossendales Ltd.  
Wavell House  
Holcombe Road  
Helmshore  
Rossendale  
**BB4 4NB**

Dear Sirs,

Please read the following notice thoroughly and carefully before responding. It is a notice. It informs you. It means what it says.

I refer to your paperwork dated January 10th 2011 delivered by hand without prior notice.

As you are a third party intervener in this matter acting without authority, I DO NOT give you permission to interfere in my commercial affairs as you have no legal standing. I do not have a contract with you and any permission that you believe you may have from me is hereby withdrawn. If you believe that you have power of attorney to act on my behalf you are hereby fired, and any consent that you believe you may have, tacit or otherwise, is hereby withdrawn.

I am familiar with the terms of Section 40 of the Administration of Justice Act 1970, and the Protection from Harassment Act 1997. And I believe, should you continue in contacting me after my request for you to cease your activity, that you will be guilty of harassment and blackmail, and you will be in breach of these acts, and you will be reported to the relevant bodies.

I am well aware of Section 40, sub-section (3) which you may consider entitles you to proceed. However upon full commercial liability and penalty of perjury you will need to supply the following Proofs of Claims:

1. Proof of Claim that your actions are reasonable.
2. Proof of Claim that any obligation on my part is due, or believed by you to be due to you, and not to some other party.
- 3a. Proof of Claim that any obligation on my part is to yourself by providing sight of the appropriate contract, or
- 3b. Proof of Claim that any obligation on my part to persons for whom you act by providing sight of the appropriate contract showing the wet-ink signature both parties.
4. Proof of Claim that any obligation on my part protects you from any future loss.
5. Proof of Claim that any obligation on my part is enforcement of a legal process on a Human Being under Common Law jurisdiction, who cannot possibly have such liability under said jurisdiction.

You would of course need to provide these Proofs, including showing the full and audited accounting, if you chose to go to law.

Further, you need to be aware that in extensive previous correspondence with Forest Heath District Council, estoppel has been established, providing their tacit agreement that there is no payment due from me to them. The Bury Magistrates Court ruled on 18th November 2010 that I am not the 'person' whom Forest Heath District Council are attempting to charge Council Tax, so any attempts to collect money or goods from me constitutes fraudulent harassment.

In addition, you need to be aware that the scope of jurisdiction of all Magistrates Courts is set out in the 2010 issue of Stone's Justices' Manual, section 1-382: "Magistrates' Court procedure relating to jurisdiction", namely:

1. To try any summary offence.
2. As examining justices over any offence committed by a person who appears or is brought before the court.
3. Subject to SS 18-22 of the Magistrates' Courts Act 1980, to try summarily any offence which is tryable either way.
4. In the exercise of its powers under s 24 of the Magistrates' Courts Act 1980 to try summarily an indictable offence.

A Liability Hearing does not fall under any of those areas of remit, so a magistrates Court is not legally permitted to hold liability Hearings nor to issue Liability Orders. Consequently, any such Order is invalid and you are not legally entitled to base your actions on any such Order and your written statement "TAKE NOTICE that by virtue of an authority given to me by Mildenhall Magistrates Court in a Liability Order dated Nov 18, 2010 ..." quite apart from the fact that it not Mildenhall Magistrates Court and is dated a year ago, you have no legal authority whatsoever under any liability Order issued by a Magistrates Court.

There is a requirement for there to be written notification of a proposed bailiff's visit a clear 14 days prior to that visit. I have received no such notification and so there has been a breach of this requirement. Your attempt to charge £24.50 for a bailiff visit without prior notification has to be construed as being fraudulent.

Please also note that if you contact me by telephone, after a formal request not to, you will also be in breach of the Wireless Telegraphy Act (1949) and, as such, I will report you to both Trading Standards and The Office of Fair Trading. And take further note that continued telephone calls after the receipt of a request not to call may constitute a criminal offence under Section 127 of the Communications Act 2003.

Finally, you do not, nor have you ever had, my permission to use or process my personal data in any way, and so pursuant to the Data Protection Act 1998, I hereby demand that you cease use of any and all data with regard to me, and that you immediately destroy all of my data held on your records. Failure to do so will result in a report being submitted to The Information Commissioner for Data Protection breaches.

You will be deemed to have been served notice of my request and I will deem it served three (3) days from the date of this letter. This has been sent by recorded delivery. I am advising you that any communications from you including but not limited to letters, phone calls and text messages received after this date will be recorded/noted with the intention of them being used as evidence.

Do not contact me again.

Sincerely and without ill will, vexation or frivolity,

Patrick-James: of the Kelly family

Without any admission of any liability whatsoever, and with all Natural, Inalienable, Rights reserved.

*Please address all future correspondence in the matter to a direct Human Self, namely Patrick-James: of the Kelly family, as commonly called.*

Encl: Original paperwork as received.

**The above letter to Rossendales was then included in the response to Forest Heath District Council:**

XXXXXXXXXXXX,  
Red Lodge,  
Bury St Edmunds,  
Suffolk  
Near IP28 XXX

10th January 2011

Steven Oxborough,  
East Cambridgeshire District Council,  
Breckland House,  
St Nicholas Street,  
Thetford,  
IP24 1BT

## NOTICE OF REQUEST TO CEASE HARASSMENT

Your Ref: 71146498

Dear Steven,

I am today in receipt of your letter dated 5th January 2011. Your continuing with this matter constitutes harassment under Section 4 of the Protection from Harassment Act 1997 which is a criminal offence and I am fully entitled to report you personally to the police as the first step in the three step process of your criminal prosecution for harassment.

You appear to be determined to ignore the facts in this case, so let me state them in as simple terms as I can manage:

1. The Magistrates Court ruled on 18th November 2010 that I am not the entity on which you are trying to impose Council Tax. It follows then, that all payments made by me in this matter have been paid in error and consequently those payments should be refunded forthwith.
2. As has been confirmed repeatedly in previous correspondence, I personally, am not part of the society whose statutes and regulations you are attempting to enforce, and so Council Tax does not apply to me personally and there is no requirement for me to make any such payments. The legal statutes which you quote, in common with all other legal statutes and statutory instruments, do not apply to me personally as I do not consent to be bound by them.
3. You state that the Magistrates Court ruled that you were acting in accordance with the government finance act 1992 (which is only a statute and not a law) and that they issued a Liability Order. However, you do not seem to realize that the Order was issued against the non-existing MR PATRICK KELLY which that Magistrates Court had just ruled was **NOT** me personally. As I have already pointed out to you, no Magistrate's Court is entitled to make rulings on Liability or to issue Liability Orders. The relevant information can be found in the 2010 issue of Stone's Justices' Manual, section 1-382: "Magistrates' Court procedure relating to Jurisdiction", it lays down the remit of a Magistrates Court, namely:
  - A. To try any summary offence.
  - B. As examining justices over any offence committed by a person who appears or is brought before the court.
  - C. Subject to SS 18-22 of the Magistrates' Courts Act 1980, to try summarily any offence which is tryable either way.
  - D. In the exercise of its powers under S 24 of the Magistrates' Courts Act 1980 to try summarily an indictable offence.

The determining of matters to do with Council Tax liability do not fall within the scope of any Magistrates Court nor is any Magistrates Court entitled to issue a Liability Order with respect to Council Tax. You are not entitled, therefore, to take any action based on any such Order and if you do, that action can be deemed to be illegal and fraudulent. I wrote to Bury Magistrates Court on 3rd December 2010, bringing this matter to their attention and urging them to stop holding such hearings or issuing Liability Orders when they are not authorised to do so. They wrote back but have not been able to deny the fact that Council Tax Liability does not come within the scope of their court nor that they are not entitled to issue Liability Orders with respect to Council Tax. Consequently, there is no legal basis for you to take any form of action based on that or any similar Order issued by any Magistrates Court.

4. You mention the fact that a completed "Information Request" was not returned to you. Let me draw to your attention to the fact that there is no requirement in law, for me the human being, to disclose any such information to you. In addition, I am not the entity which you are attempting to charge.
5. Estoppel has been established in this matter. You do not appear to understand what that means. It means that you have entered into a binding legal agreement that I do not owe any Council Tax. In essence, I asked you to provide the lawful basis on which you were attempting to make the charge. You failed to do that. I then

stated that if you were not able to do so with a reasonable period, that your non-compliance in the matter constituted a legally-binding agreement on your part that there was no debt. You failed to present any lawful basis for your claim within that period and as a consequence you have agreed in law that there is no outstanding debt.

6. As estoppel has been established, your instructing bailiffs to take action is clearly a fraudulent action as well as being a criminal act of harassment.
7. There is a requirement for the Council to issue 14 days clear prior notice of a visit by a bailiff, stating the day and approximate time of any such visit. You have failed to do that as a bailiff from Rossendales, claiming to be acting as your agent, came knocking on my door within a few minutes of your last letter reaching me. The bailiff expressed astonishment that I had not received this prior notice from the Council. The bailiff left papers which claim a charge of £24.50 for his visit and since there was no possibility of dealing with the matter before his visit, due to your lack of the required prior notice, it is difficult not to view this as being a fraudulent attempt to extract additional payment.
8. Naturally, I have written immediately to Rossendales to make them aware of the situation and I attach herewith, for your information, a copy of that letter which was sent to them by recorded delivery.
9. I have already stated and continue to confirm that there is no one other than myself, the human being, living at this address and that all furniture, fittings, goods and chattels at this address belong to me and not to anyone else. I have full allodial title to each item and bearing in mind that Bury Magistrates Court have ruled that I, the human being, am not the (fictitious) 'person' to whom your Council Tax demand is made out, there is no reason to send a bailiff here and the act of doing so when fully aware of the facts, constitutes a clear act of harassment. Being present at the time, you will no doubt recall that the Court hearing your allegation of non-payment of Council Tax, considered the matter and then required me, the human, to leave the Court as I was not involved in the matter in any way whatsoever. So, to summarise this: the Court states that I am not involved, I am willing to swear under oath that there is nothing at this address which does not belong to me personally, and yet you persist in attempting to obtain assets from me, actions which appear to me to be contempt of court on your part as well as being harassment of me personally.
10. You appear to be under the impression that because of a form signed by me, the human being, that a written contract exists between myself and Forest Heath District Council, under the terms of which, I am required to pay Forest Heath District Council such amounts of money that they choose to select on a regular basis and for an unlimited period of time. Let me draw your attention to the fact that this is not the case. For a valid written contract between two parties (Forest Heath District Council and myself in this instance) there are four absolute requirements, namely:
  1. Full disclosure
  2. Equal consideration
  3. Lawful terms
  4. The 'wet-ink' signature of both parties

These essential requirements have not been met and I challenge you to produce any such valid contract setting out the full terms and with the wet-ink signature of both myself and Forest Heath District Council. Without these things there is no "meeting of the minds" and no valid contract.

These terms have not been met. For example:

1. Full disclosure is required. At no time was it ever stated that the U.K. is a Common Law jurisdiction and that there is no law that requires any human being to pay any kind of tax whatsoever.

Also, it was never made clear that Council Tax is part of legislation which only applies to members of the Law Society and any human beings who **choose** to be bound by those regulations of that society.

Also, it was never made clear that the payment of Council Tax is optional, your paperwork constituting an "offer" which has to be accepted by the individual to have any effect at all. On the contrary, you present it as a demand, stating that there will be serious negative consequences for anyone who refuses to sign.

3. Lawful terms were not met in this case as there is a most serious level of intimidation and openly made threats in your Council Tax literature. You state that the recipient **must** pay whatever amount Forest Heath District Council chooses to select, **or else** there will be "enforcement" action taken (to quote your own wording). Any contract where the signature of one party is obtained through intimidation, is void ab initio and so is completely worthless.

4. The signatures of **both** parties. A copy of a contract is provided to both parties at the time of signature. I have never received a contract from Forest Heath District Council, setting out the full terms of the agreement and bearing the wet-ink signature of both parties, nor have I ever had sight of any such contract document. The piece of paper in your records, by which you set such store, does not constitute any such contract and I hereby repudiate my signature on that document as it was obtained through falsehood and intimidation.

I, personally, cannot see any difference between a protection racket run by a gang of violent thugs and your Council Tax collection scheme. Perhaps you can enlighten me to the differences as they escape me entirely. With the protection racket, individuals are approached and told that they must make regular payments of whatever amount the thugs choose, or else they will suffer physical, financial and property loss through violence against the individual. This is unlawful. With the present system of Council Tax, individuals are approached and told that they must make regular payments of whatever amount the Council chooses, or else they will suffer physical, financial and property loss through violence against the individual. This is also unlawful. I can see no difference whatsoever and if you can, I should be most grateful for your bringing it to my attention. The fact that the Council's demands are said to be "legal" has no effect, and on the contrary, it drags the legal system into disrepute. So, in what respect is the present method of gathering "Council Tax" any different from a protection racket? There is also no merit in saying that some of the money gathered under the designation of "Council Tax" is used for worthy projects. That is the equivalent of a mugger attacking an individual, stealing his money and then comforting him by saying, not to worry, some of the stolen money will be given to charity.

Why are these methods used by Forest Heath District Council? There is no need for any such tactics. Other large organisations such as BT, Anglian Water and a host of smaller companies, do not use any such tactics and yet have thriving operations. They invite the individual to contribute in order to receive the benefits which they offer instead of using threats and intimidation.

I am attaching my latest invoice and current statement of account. You have stated that you have said that you will not pay the outstanding amount. To the best of my knowledge, that is not the case so perhaps you can draw my attention to the date of that letter and the paragraph in which you make that statement. You can readily confirm that I had received no such letter before your requested meeting on 18th November 2010 as I provided Bury Magistrates Court with a complete copy of all correspondence on both sides. As you will recall, the magistrates adjourned for some considerable time to examine that correspondence and even called the clerk of the court in to advise them. You will see from their set of correspondence copies, that I never received a letter from you disputing my charges or cancelling your requested meeting, which I knew to be a waste of my time and which the Court promptly confirmed by demanding that I leave the courtroom, not being involved in the case.

Let me draw your attention to the fact that anyone who is asked to undertake any kind of work, is entitled to set whatever charge he chooses for undertaking that work. You were informed of this well before the wholly unnecessary meeting on 18th November 2010 in Bury and you had every opportunity to cancel that meeting which you requested, but did not do so. You were at that time, fully aware of the charges which I make for any such time-wasting meetings and time-wasting, unnecessary correspondence with yourself and your agents. Being aware of the charges involved, you have repeatedly chosen to avail yourself of my time and services and consequently, without any shadow of doubt, you are liable for the charges associated with those things. If you have any doubt on the matter, just ask a lawyer who will confirm that when you ask for and receive services for which you were aware there were charges, you are automatically liable for those corresponding charges. You are not entitled, for example, to go into a barber's shop, request and receive a haircut and then refuse to pay, and that is the exact equivalent of what you wish to do with me.

If you or your agents continue to harass me, then I intend to lodge a formal charge of criminal harassment against you, with the police. That complaint will not be against Forest Heath District Council, but against you personally as it is your actions which constitute the criminal harassment.

Yours sincerely,

Patrick-James: Kelly as commonly known

Without any acceptance of any liability whatsoever, and with all Indefeasible Rights reserved.

XXXXXXXXXXXXX,  
Red Lodge,  
Bury St Edmunds,  
Suffolk  
Near IP28 XXX

10th January 2011

Att. Steven Oxborough,  
East Cambridgeshire District Council,  
Breckland House,  
St Nicholas Street,  
Thetford,  
IP24 1BT

Your Ref: 71146498

**INVOICE 20110110**

Item	Description	Quantity	Amount	Total
1.	Letter dated 7th December 2010	1	£50.00	£50.00
2.	Letter dated 10th January 2011 to Rossendales	1	£50.00	£50.00
3.	Letter dated 10th January 2011	1	£50.00	£50.00
4.	Unscheduled face-to-face meeting with your representative from Rossendales on 10/1/11	1	£500.00	£500.00
5.	Late payment charge for Invoice 20101101	1	£5.70	£5.70
6.	Late payment charge for Invoice 20101102	1	£1.56	£1.56
			Sub Total:	£657.26
Charge for payment after 1st February 2011				0.00
			Total:	£657.26

Terms: VAT does not apply  
Payment is due immediately  
Charge for late payment is 1% per month compounded.

E.&O.E.

XXXXXXXXXXXXX,  
Red Lodge,  
Bury St Edmunds,  
Suffolk  
Near IP28 XXX

Att. Steven Oxborough,  
East Cambridgeshire District Council,  
Breckland House,  
St Nicholas Street,  
Thetford,  
IP24 1BT

Your Ref: 71146498

**STATEMENT OF ACCOUNT AT 10/01/2011**

<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Amount</b>	<b>Total</b>
1.	Invoice Number 20101101	1	£564.90	£564.90
2.	Council Tax overpayment for 2006/2007	1	£ 97.38	£ 97.38
3.	Council Tax overpayment for 2007/2008	1	£641.95	£641.95
4.	Council Tax overpayment for 2008/2009	1	£700.00	£700.00
5.	Council Tax overpayment for 2009/2010	1	£720.53	£720.53
6.	Council Tax overpayment for 2010/2011	1	£371.19	£371.19
7.	Invoice Number 20101102	1	£155.56	£155.56
8.	Invoice Number 20110110	1	£657.26	£657.26
			<b>Total:</b>	<b>£3908.77</b>

Terms: VAT does not apply  
Payment is due immediately

E.&O.E.

**In spite of being told not to, Rossendales wrote back saying:**



Wavell House  
Holcombe Road  
Helmshore  
Rossendale  
Lancashire  
BB4 4NB

Tel: 0844 701 3980  
Fax: 0844 701 3982

Calls may be recorded/monitored for quality control and training purposes

Clients Ref: 71146498

Our Ref: 5566260

Date: 13 January 2011

Mr Patrick Kelly  
XXXXXXXXXX  
Red Lodge  
BURY ST. EDMUNDS  
Suffolk  
IP28 XXX

**To make immediate payment call our 24 hour automated payment line  
0845 078 1194 quoting 5566260**

Dear Sir / Madam,

**Re: C Tax owing to: Forest Heath District Council**

Outstanding Balance: **435.00**

We thank you for your letter dated 10 January 2011, the contents of which have been noted.

I have checked our records and your account referenced 5566260 is in relation to a Liability Order issued for unpaid Council Tax owing to Forest Heath District Council.

Rossendales have no role in assessing or issuing liability and act only to enforce the Magistrates Liability Order to recover sums owed on behalf of our client.

Therefore if you dispute your liability you should contact the Council directly immediately as we will proceed with recovery action until we receive instructions from our client instructing us otherwise.

Yours sincerely

Bailiff Manager

Rossendales Ltd

All payments must be made to Rossendales Ltd, Wavell House, Holcombe Road, Helmshore, Rossendale, Lancashire BB4 4NB



Registered in England No 1501584 - VAT Reg No 354 7031 65  
Rossendales Limited registered office: Wavell House, Holcombe Road, Helmshore, Rossendale, Lancashire, BB4 4NB

**To which the response was:**

In care of:  
XXXXXXXXXXXX  
Red Lodge  
Bury St Edmunds  
Suffolk  
Near: [IP28 XXX]

15th January 2011

To:  
Bailiff Manager  
Rossendales Ltd.  
Wavell House  
Holcombe Road  
Helmshore  
Rossendale  
**BB4 4NB**

Re: **5566260**

### **Notice of Request To Cease Harassment.**

Dear Sir,

I am in receipt of your letter dated 13th January 2011. You are seriously misinformed. For maximum clarity, I will list the relevant issues here:

1. You appear to be making demands on me, in spite of your correspondence being addressed to a 'person' which does not exist. Your payment giro slips make this perfectly clear as they bear the name of your company. This is a demand between two parties and for it to be valid, there has to be a valid contract agreement between those two parties, bearing the wet-ink signature of both parties. I am not aware of any such contract, so I need you to confirm the alleged debt by sending me a certified copy of a contract between myself and Rossendales Limited. If you do not, or can not provide any such contract within the next fourteen days from the date of this letter, then it constitutes binding legal agreement on your part that no such debt exists between Rossendales Limited and myself and estoppel is therefore established beyond any shadow of doubt. No third party can be involved in this matter, just Rossendales Limited and myself.
2. You claim that your actions are based on a Liability Order. I have seen no such order, so you need to send me that Order or a certified copy of it, to verify your claim. No court has ever provided me with any such written Order, which seems remarkable in the light of your claim.
3. You need to be aware that I attended Bury Magistrates Court on 18th November 2010 in connection with the matter of Council Tax which was the concern of Forest Heath District Council. When I was in court I provided the relevant details, including the fact that estoppel had already been established between myself and Forest Heath District Council in the matter, and the ruling of the Court was that I, the human was **NOT** the person who was the subject of the Council Tax application by Forest Heath District Council, and as a consequence of that, I was required to leave the court as I was not involved in the matter in any way. Please be very careful to note that the Court has ruled that **I AM NOT THE NAMED DEFENDANT** in this matter. Consequently, any attempts to persuade me to make any related payments is an attempt to get me to pay the debt of some other person. Actually, considering

the Court ruling, I might well be in contempt of court were I to make a payment in opposition to their finding.

4. Further, in my presence, it was stated by the Court that it appears likely that there is no such person as the named defendant in this case. There is certainly no such person listed in the voters register and as far as I am aware, there was no birth certificate produced in the name of the defendant in or around the time when, I am told, I was born.
5. For the avoidance of doubt, let me make it clear that I am a human being with all of the God given rights which that entails. I live under Common Law. I am **not** a member of any society, including the society whose regulations Forest Heath District Council attempts to enforce. I do **not** consent to be bound by those regulations and so no Acts of Parliament, statutes or statutory instruments apply to me. I am not bound by them in any respect, and this fact has been accepted by Bury Magistrates Court.
6. Let me make it perfectly clear. The Named Defendant in this case does not reside at XXXXXXXX, Red Lodge and there is nothing belonging to the Named Defendant at that address. I, the human being who has been confirmed **not** to be the Named Defendant, have ownership and full allodial title to all property, goods and chattels at that address at the present time. Consequently, these items can hold no interest whatsoever for you.
7. As you have been made aware of these facts, any attempt to harass me, the human being, or to impose any form of charge on me, constitutes a fraudulent act, which if successful, becomes a matter of criminal theft. Your 'bailiff' is directly liable for this theft and has no defence whatsoever by claiming to be acting under your orders. You will no doubt be aware that when WWII German officers claimed in their defence that they were "acting under orders", they ended up being hanged. The same applies to your employee, he would be guilty of theft and were that to occur, I intend to press charges of theft against him personally, with the local police force - an offence under Section 2 of the Fraud Act 2006 and Section 12 of the Theft Act 1967, as well as pressing for his licence (if he actually has one) to be cancelled by the certifying court. Please be aware that your company and it's directors would also be criminally liable for receiving the proceeds from any such theft and if you wish, I will direct you to the relevant legislation.

I await, therefore, your immediate forwarding of the contract between myself and Rossendales Limited, bearing the wet-ink signatures of both parties, and the Liability Order upon which you claim you rely.

Sincerely and without ill will, vexation or frivolity,

Patrick-James

Without any admission of any liability whatsoever, and with all Natural, Indefeasible Rights reserved.

**The response, received on 24th January was:**

Calls may be recorded/monitored for quality control  
and training purposes

Mr Patrick Kelly  
XXXXXXXXXX  
Red Lodge  
BURY ST. EDMUNDS  
Suffolk  
IP28 XXX

Clients Ref: 71146498

Our Ref: 5566260

Date: 20 January 2011

**To make immediate payment call our 24 hour automated payment line  
0845 078 1194 quoting 5566260**

Dear Sir / Madam,

**Re: C Tax owing to: Forest Heath District Council  
Amount Outstanding £ 459.50**

Thank you for your recent correspondence.

Please note we have been instructed by Forest Heath District Council, who have obtained a Liability Order against you for unpaid Council Tax in respect of 'XXXXXXXXXX'.

Should you require a copy of the Liability Order issued on 18th November 2010, please contact Forest Heath District Council directly.

In the meantime, we require an up to date full financial statement, with proof of all household income to set a instalment arrangement on your account.

Bailiff Manager

Rossendales Ltd

All payments must be made to Rossendales Ltd, Wavell House, Holcombe Road, Helmshore, Rossendale, Lancashire BB4 4NB



inc Cheques & Postal Orders

In care of:  
XXXXXXXXXXXX  
Red Lodge  
Bury St Edmunds  
Suffolk  
Near: [IP28 XXX]

24th January 2011

To:  
Bailiff Manager  
Rossendales Ltd.  
Wavell House  
Holcombe Road  
Helmshore  
Rossendale  
**BB4 4NB**

Re: **5566260**

### **Notice of Request To Cease Harassment.**

Dear Sir,

I am in receipt of your letter dated 20th January 2011. Let me state again that I am not now, nor have I ever been at any time in the past, "MR PATRICK KELLY" as that appears to be a matter which is confusing you. May I also draw to your attention to the fact that Bury Magistrates Court confirmed that fact on 18th November 2010. If you care to check the voter's register you can confirm that there is no such name registered at this address. For the avoidance of doubt, may I also state that there is nobody else living at XXXXXXXXXXXX, Red Lodge, nor is there any property, goods or chattels belonging to anyone else at this address.

In your letter you claim that I owe Rossendales Limited the sum of £459.50 which is quite remarkable considering the fact that I have had no dealings with Rossendales Limited prior to your presenting a demand for payment on Monday 10th January 2011. Your letters state clearly that "all payments must be made to Rossendales Limited" making it quite clear that this is a matter between Rossendales Limited and myself. Consequently, any matters relating to any third party are irrelevant in this matter.

In my letter to you dated 15th January 2011, I required you to provide written evidence of any such lawful debt between myself and Rossendales Limited, and setting the generous time limit of fourteen days for that to take place. You have failed to provide any of the requested evidence and unless you can do so upon full commercial liability and penalty of perjury, by 29th January 2011, that constitutes a legally-binding agreement on your part that no such debt exists.

Further, since you claimed that your actions were authorised by a Liability Order issued by a local Magistrates Court (not that any such Order would have any relevance in this matter), I requested that you show evidence that the mentioned Order exists. Your last letter is written acknowledgement that you do not have any such Order, nor have you even seen any such Order and so your letter constitutes written evidence that you are guilty of the criminal offence of fraudulent deception as well as the criminal offence of demanding money with menaces.

I state again that no debt is owed my myself to your company and that I do not grant you permission to interfere with my commercial affairs with any third party. Again, I request that you cease harassing me in connection with this imaginary debt and draw to your attention the fact that harassment is itself a criminal offence.

Sincerely and without ill will, vexation or frivolity,

Patrick-James

Without any admission of any liability whatsoever, and with all Natural, Indefeasible, Rights reserved.

**Also received on 24th January:**



Mr Patrick Kelly  
XXXXXXXXXX  
Red Lodge  
Bury St Edmunds  
Suffolk  
IP28 XXX

Telephone: 01842756460  
Please ask for: Mr Oxborough

**Forest Heath**  
District Council

Our Ref: 71146498

20 January 2011

Dear Mr Kelly

**RE: Council Tax- XXXXXXXXXXXXX , Red Lodge, Bury St Edmunds,  
Suffolk, IP28 8LA  
Account Reference - 71146498 - Property Reference - 00107200014012**

I write further to your letter of 10<sup>th</sup> January 2011, received in my office on 12<sup>th</sup> January 2011.

Regarding your comments involving the Council registering you for Council Tax and obtaining a liability order, the reasoning and legislation concerned has been explained to you in previous correspondence. The Council will no longer be answering questions relating to these.

Regarding your comments about the Bailiff's. You were given more than 14 days notice of that a Bailiff would be attending. The Information request letter issued to you states that if the form is not completed and returned to the Council's offices within 14 days that your case would be forwarded to the bailiff for collection.

I have enclosed a copy of the letter sent to you on 17<sup>th</sup> November 2010. This letter is to which I refer in later correspondence regarding that the council will not be making any payments to you on the Invoices supplied.

I will re-iterate previous comments to you, that the Council is confident it has acted in accordance with the legislation and if you are still aggrieved, then I can only advise that you seek independent legal advice.

If you require any further assistance with this or any other Council Tax related matter, please do not hesitate to contact this office.

Yours sincerely

Steven Oxborough  
Revenues Recovery Manager



2006-2007  
Transforming the Delivery of  
Services Through Partnerships



2006-2007  
Waste and Recycling



2004-2005  
Supporting People



INVESTOR IN PEOPLE

Chief Executive: David Burnip. Strategic Director (Resources): Andrew Claydon. Strategic Director (Services): Nigel McCurdy

District Offices, College Heath Road, Mildenhall, Suffolk, IP28 7EY

Tel: 01638 719000 Fax: 01638 716493 info@forest-heath.gov.uk www.forest-heath.gov.uk

**The initial response to this was on 26th January when I lodged the following complaint with the local police force:**

18th November 2010. I attended Bury Magistrates Court at the request of Steven Oxborough, XXXXXXXXXXXX, Thetford, IP24 XXX tel. 01842 XXXXXX, in spite of the fact that he had failed to show any evidence that I was liable for Council Tax payments.

I stated the facts briefly in court and within a few seconds, the magistrates ruled that I was in no way liable for Mr Oxborough's requested Council Tax payment. Because I was not involved in the matter in any way, they then required me to leave the courtroom.

29th November 2010. In spite of the clear ruling of the Court, I received a letter from Mr Oxborough stating that he intended to collect Council Tax from me anyway and charge me a further £65 for the unnecessary court hearing which he requested, and if I did not pay by 1st December 2010 that he would send bailiffs to remove my property and he would charge me further amounts for doing that. I wrote back stating that the Court had ruled that I was not liable in any way and that he had no justification for his demands.

2nd December 2010. Mr Oxborough wrote demanding payment and stating that if payment was not made, then he would pass the matter to "our Bailiffs" for collection.

7th December 2010. I wrote to Mr Oxborough, stating that in my opinion that should he undertake the actions which he was proposing, that it would be both unlawful and contempt of court.

10th January 2011. A letter from Mr Oxborough, dated 5th January 2011 was delivered, stating that he had passed the matter to Rossendales Limited for collection on 10th January and that Rossendales Limited would be contacting me. No contact details for Rossendales Limited were provided. Just as the letter was delivered, an employee of Rossendales arrived. After some discussion, during which I informed him of the Bury Magistrates Court's ruling that I was not liable for the charge, he left some papers and went away.

I wrote to Rossendales Limited informing them that they had no lawful standing in this matter, stating clearly that they do not have my permission to involve themselves in my affairs in any way, that the Court had ruled that I am not liable for any such debt, and requesting them to cease harassing me.

I also wrote to Mr Oxborough, requesting him to cease harassing me as his continuing with this matter constitutes the criminal offence of harassment under Section 4 of the Protection from Harassment Act 1997. I also confirmed that there is nobody else living at this address and that I had written to Rossendales Limited informing them of the Courts ruling in this matter.

15th January 2011. A letter dated 13th January was received from Rossendales stating that they intend to continue demanding payment (to them). I wrote back requesting that they show any lawful reason why I should pay them money, and again requesting that they stop harassing me.

24th January 2011. A letter dated 20th January was received from Rossendales Limited, stating that they do not actually have any relevant authorising paperwork but that they continue to demand payment. I wrote back stating yet again that I am not liable for any such payment and again requesting them to stop harassing me over the matter.

24th January 2011. A letter dated 20th January 2011 was received from Steven Oxborough claiming that he had notified me more than fourteen days in advance of Rossendales Limited visit on 10th January 2011.

As of today's date, 26th January 2011, I have now received six demand letters plus one demand visit from Steven Oxborough or his agents. In the light of the clear ruling of Bury Magistrates Court that I personally am **not** liable for these charges, Mr Steven Oxborough is continuing to harass me and there is no evidence that he has any intention of ceasing. I have been courteous and polite in all of my dealing with him and yet he seems determined to abuse his position of tax-collector and harass me. Consequently, I wish to press charges against him for harassment under Section 4 of the Protection from Harassment Act 1997.

**The police then provided me with this reference:**



# SUFFOLK CONSTABULARY

Police Station, Kingsway, Mildenhall,  
Suffolk. IP28 7HS

Tel: 01284 774100 Fax: 01638 510145

All official correspondence should be addressed to The Chief Constable

*With Compliments*

EVENT No. P1101260159

**And within a few minutes, had a police officer call to discuss the matter and collect any additional details which might be relevant. They intend to contact Steven Oxborough about this matter.**

**My written response to the last letter was:**

XXXXXXXXXXXX,  
Red Lodge,  
Bury St Edmunds,  
Suffolk  
Near IP28 XXX

26th January 2011

Steven Oxborough,  
XXXXXXXXXXXX,  
Thetford,  
IP24 XXX

Dear Steven,

You were in Bury Magistrates Court yourself on 18th November 2010 and heard the Magistrates state that I am not liable for the Council Tax which you wish to collect. You also saw that they then required me to leave the court room as I was not involved in the case in any way whatsoever. You will also have heard the clerk of the court state his doubt that the person whom you were trying to charge actually exists.

I believe that knowing these things and yet continuing with this matter, constitutes harassment under Section 4 of the Protection from Harassment Act 1997 which is a criminal offence and I have today pressed charges against you personally with the police, requesting that they prosecute you for criminal harassment. Their reference number in this matter is P1101260159 and they are at this time, considering what action to take.

The policeman taking evidence from me was unable to see how your letter dated 5th January 2011 and delivered on 10th January 2011 was giving 14 days notice of a visit scheduled for 10th January. If there is any reason why the police are unable to prosecute you for your actions, then I shall consider taking civil action through the courts, requesting a restraining order against you and seeking damages for your unwarranted actions.

As I have been writing to you at your work address, it appears to have caused some confusion on your part. Let me clarify matters here. You, personally, requested that I attended Bury Magistrates Court on 18th November 2010, being fully aware that my attending was quite unnecessary (as confirmed by the Magistrates) and being fully

aware that I would charge you for my time and any expenses incurred. These charges are against you personally and not Forest Heath District Council. As you appear to be unwilling to honour these perfectly valid charges, I shall have to take action against you through the civil courts.

The civil court procedure in matters of unpaid debt such as yours, requires that the debtor be given 28 days notice in writing before the case enters the court calendar. Please consider this letter to be notification of the start of that 28-day period, and should you fail to pay the outstanding amount of £1,377.72 for which you are personally liable, then that unpaid debt will be applied for through the courts and will incur additional charges in the process.

Yours sincerely,

Patrick-James: of the Kelly family

Without any acceptance of any liability whatsoever, and with all Indefeasible Rights reserved.

### Letter sent:

XXXXXXXXXXXX,  
Red Lodge,  
Bury St Edmunds,  
Suffolk

29th January 2011

Revenues Recovery Manager,  
Forest Heath District Council,  
College Heath Road,  
Mildenhall,  
Suffolk  
IP28 7EY

Dear Sir or Madam,

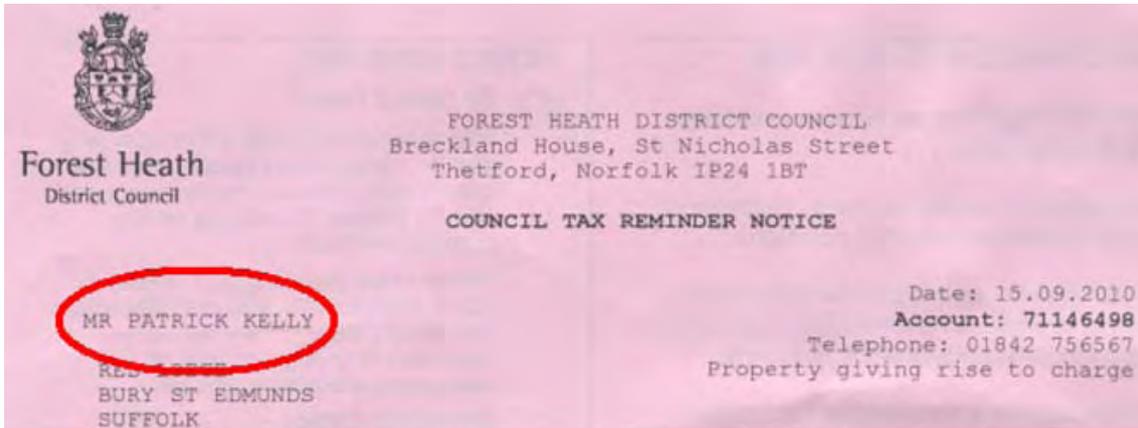
I hereby request the refunding of overpayments made to Forest Heath District Council in the amount of £2,5301.05. These payments were made in error due to:

1. Fraudulent deception claiming it is the law, stating that I, the human was required to pay while concealing the fact that the requirement is only one of the regulations of a commercial society and that if I were not a member of that society (which I am not) then the payment was purely optional and based on my consent to be bound by the regulations of that society (which consent I do not now give, nor have I ever in the past given any such consent).
2. Intimidation through the threat of physical violence against my person followed by unlawful incarceration.
3. intimidation through the threat of the forcible theft of my possessions.
4. Deception through making demands against the legal 'person' "MR PATRICK KELLY" in the hope that I would be fooled into thinking that such a fictitious legal entity was actually myself, the human being. I am not "MR PATRICK KELLY" (a fact which has been confirmed by Bury Magistrates Court) nor will I allow Joinder to be established between myself, the human being, and any such legal entity.
5. No such legal entity and corresponding trading bond was ever created by the Registrar of Births and Deaths in or around the time of my birth as my parents never applied for any such Birth Certificate to be created as they did not register the birth of Patrick James Kelly. Consequently, there is not now, nor has there been at any time since the year 2006, any such legal entity located at XXXXXXXXXX, Red Lodge, Suffolk. The demands against any such legal entity are therefore without any grounds whatsoever as no such legal entity exists.
6. With regard to myself, the human being Patrick-James of the Kelly family, I am not liable for the payment of tax or any similar fee of any description as I am a sovereign human being on the land and I am not a member of any society nor have I ever knowingly made application at any time in the past to join any such society. Consequently, I am not subject to the rules and regulations of any such society, nor do I consent to be subject

to those rules and regulations. This means that legal statutes and statutory instruments do not apply to me in any way whatsoever. Because of that, I am not liable for the payment of Council Tax, nor have I been at any time in the past.

I have stated this clearly in writing and given Forest Heath two separate periods of fourteen days to provide proof that this is not the case. Forest Heath District Council has failed to do so during either of those fourteen day periods and that failure established legal estoppel in the matter, that is, Forest Heath District Council have now entered into a legally-binding agreement with myself that I do not owe Council Tax.

Through being deceived by Forest Heath District Council, I have made the following payments on behalf of the non-existent legal entity "MR PATRICK KELLY" as shown clearly here on your documentation:



The payments made were:

Council Tax overpayment for 2006/2007	£ 97.38
Council Tax overpayment for 2007/2008	£641.95
Council Tax overpayment for 2008/2009	£700.00
Council Tax overpayment for 2009/2010	£720.53
Council Tax overpayment for 2010/2011	£371.19
-----	
Total:	£2,531.05
-----	

As these payments were not actually owed and since those payments were obtained through fraudulent deception, I hereby request their immediate refund in full. I shall not seek interest for the period when I was denied the use of those funds.

I hereby repudiate any signature of mine which may appear on any of your original paperwork as that signature is invalid have being obtained through coercion, intimidation and fraudulent deception. At no time did I ever willingly agree to pay Council Tax and any money received from me was obtained through the threat of violence against myself.

If you wish to contest the facts as stated then you need to provide all of the following items:

1. Proof that a legal entity "MR PATRICK KELLY" was actually created by producing the original Birth Certificate bearing that name and the names of both of my parents.
2. Proof that that named legal entity has been resident at XXXXXXXXXX Red Lodge continuously since the year 2007.
3. Proof that no employee of Forest Heath District Council did not approach myself, the human being and claim that I, the human, had to pay Council Tax because it was the law.

4. Proof that no employee or representative of Forest Heath District Council ever introduced an element of intimidation by stating or implying that if I did not pay Council tax that I would be summonsed to appear before a Court which would then order that without my consent, my possessions be confiscated and sold and the proceeds given to Forest Heath District Council and that the Court might well have me put in prison.
5. Proof that it was clearly stated to me that if I were not a member of the society whose rules and regulations Forest Heath District Council enforces, or if I did not freely and without coercion, consent to be bound by those rules and regulations, that I was not obliged in any way to pay Council Tax. Also, that this clear statement was made on every occasion when Council Tax demands were made.

Unless you can provide every one of those proofs, then immediate refund of the above listed erroneous payments is due.

Yours faithfully,

Patrick-James: of the Kelly family as commonly known

Without any acceptance of any liability whatsoever, and with all Indefeasible Rights reserved.

**On Friday 4th February, the following letter was received:**



Our Ref: NB/5566260  
Your Ref:

01<sup>st</sup> February 2011

Mr P Kelly  
XXXXXXXXXX  
Red Lodge  
BURY ST. EDMUNDS  
Suffolk  
IP28 xxx

Dear Mr Kelly,

**Re: Forest Heath District Council – Council Tax**

We thank you for your letter dated 24<sup>th</sup> January 2011, the contents of which have been noted.

As previously advised a Liability Order was granted by Mildenhall Magistrates Court on 18<sup>th</sup> November 2010 in relation to unpaid Council Tax.

Should you dispute your liability in relation to this debt, you must contact Forest Heath District Council immediately and provide them with evidence to substantiate your dispute.

In the meantime, we will be unable to enter into any further discussion on this matter, and we will require a reasonable offer of payments, and a full financial statement detailing your household income and expenditure, with proof of all household income. This may be by way of copies of wage slips, copies of award letters for income support, job seekers allowance, incapacity benefit, council & housing tax benefit, child benefit, child or working tax credits or any other income you, your partner or family member may receive.

If we do not receive the above requested information or notification from Forest Heath District Council, within 14 days of today's date, we will have no alternative other than to proceed with the execution of the Liability Order.

Yours sincerely,

**Natalie Brookes**  
Correspondence and Welfare Officer  
Rossendales Limited

Rossendales Ltd.  
Wavell House, Holcombe Road,  
Helmshore, Rossendale,  
Lancashire BB4 4NB

www.rossendales.com  
Email: enquiries@rossendales.com  
Services: 0845 644 4100  
Payments: 0845 078 1194  
Fax: 01706 8341 126

Registered in England No 1501584  
VAT Reg. 354 7031 65

**To which the response was:**

XXXXXXXXXXXX,  
Red Lodge,  
Bury St Edmunds,  
Suffolk  
Near IP28 XXX

5th January 2011

Natalie Brookes,  
c/o Rossendales Limited,  
Wavell House,  
Holcombe Road,  
Helmshore,  
Rossendale  
BB4 4NB

### NOTICE

Dear Natalie,

I am replying to your personally signed letter dated 1st February 2011 which was delivered to my home address, as there is nobody else living at this address. As you have already been informed, I am not MR PATRICK KELLY nor is any such entity resident at this address, nor has there ever been.

On 26th January 2011, I lodged a complaint with the police against Steven Oxborough, XXXXXXXX, Thetford, IP24 XXX, requesting that they press charges against him. I received the following reference from them in this matter:

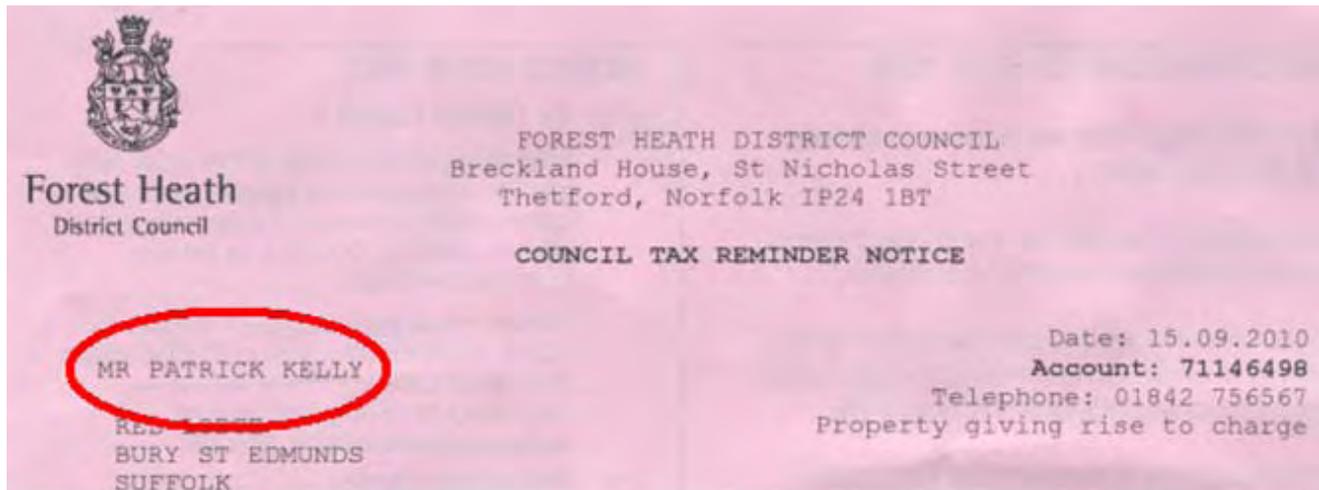


It is my intention to return to the police on Monday requesting that they press criminal charges against you personally, and Steven Oxborough, for continuing harassment and for demanding money with menaces. Further, let me make it clear that should your employer send representatives to this address with the intent of stealing my possessions, that I shall endeavour to identify them individually and request that the criminal charges of attempted theft, intimidation, demanding money with menaces and property damage should that occur, be brought against them as individual human beings.

To make sure that you understand the situation, let me make it very clear that every human being in the UK is subject to the Law of the Land, which deals with criminal offences, and every human, without exception, is directly responsible for his or her actions. You may imagine that you are not responsible for your own actions in that you are acting under the instructions of your employer. That is most definitely not the case. If it were the case, then a hit-man would be immune from prosecution for the murders which he commits because he was acting on the direct orders of his employer, which as you must be aware, is very much not the case as every murderer who is arrested is deemed wholly responsible for the murders which he committed. Please understand that you are personally accountable for your actions, which includes your threatening letter, written six days after my complaint to the police, and sent to this address.

It appears that you are not aware of the law or of the legal system or of the present situation, so let me yet again explain these things to you in simple terms:

1. A letter addressed to MR PATRICK KELLY was sent to my address in September 2010, requesting the payment of Council Tax. Please note the 'person' to whom the request was made:



2. I informed Forest Heath District Council that I am not MR PATRICK KELLY and stated that I would certainly pay any amount lawfully owed by myself, the human being, and requesting that evidence of any such lawful debt were presented as the first step in the payment process.
3. No such evidence was presented, so Forest Heath District Council was given a very generous 28-day period in which to present any such evidence, and made aware that their failure to present any such evidence is deemed in law to be "estoppel", that is, full, legally-binding agreement that no such debt is owed.
4. After the 28-day period, as no evidence whatsoever was presented to indicate any form of lawful debt between myself and Forest Heath District Council, estoppel was established. That means that Forest Heath District Council has given full legally-binding agreement that no such debt is owed by my myself, the human being.
5. In spite of the fact that there is full legally-binding agreement between Forest Heath District Council and myself that I do not owe Forest Heath District Council anything, Steven Oxborough requested that I attend a hearing in the Bury Magistrates Court on 18th November 2010. Prior to the hearing, I sent the court a copy of all of the correspondence between myself and Forest Heath District Council, drawing their attention to the fact that estoppel had already been established and that there was no disagreement between the parties on which they could adjudicate.
6. I attended Bury Magistrates Court on 18th November 2010 and upon being asked, I informed the court of who I am and stated that since no Birth Certificate had been applied for by my parents and subsequently created by the Registrar of Births and Deaths in or around the time of my birth, in the name PATRICK KELLY or PATRICK JAMES KELLY, that as far as I am aware, no such legal entity was ever created. The court conferred for less than thirty seconds and then ruled that I am not MR PATRICK KELLY and so I was requested to leave the court since I was not involved in the Council Tax application being presented by Steven Oxborough on behalf of Forest Heath District Council. The clerk of the court expressed his doubts, in the light of the evidence presented to the court, that any such 'person' as MR PATRICK KELLY actually exists.
7. As you and Steven both seem unable to understand this, let me quote the opening section of a recent Council Tax hearing:

On 11th January 2011, in front of witnesses in the county court of Birkenhead, the court conceded the right of Roger Hayes to act as "third-party representative" for MR ROGER HAYES, thus confirming the fact that they are two entirely separate entities. The exchange was as follows:

**Judge:** Can we first find out who is in the court, is MR ROGER HAYES in the court?

**Roger:** Sir, I am third-party representative for MR ROGER HAYES.

**Judge:** Are you MR ROGER HAYES?

**Roger:** No sir, I am the third-party representative for MR ROGER HAYES, you may address me as 'Roger'.

**Judge:** I will not address you as 'Roger', I will call you 'MR HAYES'.

**Roger:** Sir, I am not 'MR HAYES', the court is required to address me as I request and I request that you address me as 'Roger'.

**Judge:** If you are not MR ROGER HAYES then I will take note that MR ROGER HAYES is not represented in court.

**Roger:** In that case sir, you will have to also note that the council is not represented in court.

**Judge:** I can see that the council has representation in the court.

**Roger:** Then you will have to acknowledge that MR ROGER HAYES has representation in the court. We are all equal in the eyes of the law; if the council has third-party representation then so does MR ROGER HAYES. The council is a corporation and so is MR ROGER HAYES.

**Judge:** MR ROGER HAYES is not a corporation.

**Roger:** Yes it is.

**Judge:** No it isn't, it is a PERSON.

**Roger:** a PERSON is a corporation.

**Judge:** No it isn't.

**Roger:** Define 'PERSON'.

**Judge:** I don't have to.

**Roger:** Then let me do it for you sir. A PERSON is a corporation. (Note: the current edition of Black's Law Dictionary states "An entity such as a corporation is a person for purposes of the Due Process"). Sir, are you familiar with the Cestui Que Vie Act of 1666?

**Judge:** I am familiar with many laws.

**Roger:** Sir, I asked if you were familiar with the Cestui Que Vie Act of 1666, if you are not Sir, then with respect, you are not competent to judge in this matter and that gives rise to a claim of denial of Due Process.

**Judge:** Let's hear from the council.

**Roger:** Sir, we can only move on to the council's presentation when the court has confirmed that MR ROGER HAYES is represented in court.

**Judge:** Fine.

And the case continued with Roger acting as the third-party representative for the legal fiction 'MR ROGER HAYES' clearly showing that the court ruled that Roger Hayes is **NOT** the legal fiction 'MR ROGER HAYES'. The judge eventually told the council to go away and prove it's case.

8. In spite of the fact that I, the human being, am not the legal entity 'MR PATRICK KELLY' which Forest Heath District Council would like to pay Council Tax, I, the human, have been harassed on eight occasions by Steven Oxborough or his agents, such as yourself. In passing, that appears to be contempt of court on your part as you are acting in direct contradiction of the ruling of the court which stated that I am **not** the entity which Forest Heath District Council are trying to charge.
9. On 10th January 2011, I received a letter dated 5th January 2011 from Steven Oxborough, stating that Rossendales Limited would be calling on 10th January 2011, which, you will note does not provide the required fourteen days prior notice of any such visit. The representative of Rossendales Limited arrived less than thirty minutes after Steven's letter was delivered, and he stated that I owed Rossendales Limited money. Since I had never had any dealings whatsoever with Rossendales Limited, that was clearly a wholly unfounded allegation. The representative left before I was able to establish his identity.
10. I therefore wrote to Rossendales Limited, stating that they do not have my permission to involve themselves in my financial affairs and requesting that, since they are asking me to pay Rossendales Limited, to provide evidence of any lawful debt owed by myself to Rossendales Limited.
11. Rossendales Limited have been unable to provide any evidence whatsoever that any such debt exists, so they were given the two weeks from 15th January to 29th January 2011 to provide, under full commercial liability and hazard of perjury, evidence to substantiate their claim. It was made clear to Rossendales Limited, that failure to provide within that period, written evidence to support their claim, that their failure to do so constituted full, legally-binding agreement on their part that no such debt exists.
12. Rossendales Limited failed to provide any evidence whatsoever in that period, and as a result of that, they have entered into full, legally-binding agreement that I do not owe them anything. Yet, in spite of that legally-binding agreement, you personally have taken it upon yourself, even in the light of my complaint to the police

for ongoing harassment in this matter, to send a further harassing letter, making unfounded claims that there is an outstanding debt when it has already been agreed by Rossendales Limited that no such debt exists.

13. You claim in your letter that a Liability Order was issued by Mildenhall Magistrates Court, but to the best of my knowledge, Mildenhall Magistrates Court was closed down about a year ago, which suggests that your statement cannot possibly be correct. You state in your letter that you will "proceed with the execution of the Liability Order" and yet, when I asked Rossendales Limited for sight of that Order, they admitted in writing that they had not received any such Order. It is difficult for me not to view your actions as being fraudulent and equating to 'demanding money with menaces' which is a criminal offence.
14. Let me also draw to your attention that I have already stated that there is nothing at XXXXXXXXX, Red Lodge, which belongs to 'MR PATRICK KELLY' and that I have already stated that should it be required, I am willing to swear an affidavit to that effect.

I therefore request that you, Natalie, and Steven Oxborough, cease harassing me by sending to my home address, demands for payment of a notional, non-existing debt, supposedly owed by a non-existing legal entity. I further request that you do not yourselves visit or get your agents to visit my home as I will deem any such visit to be criminal harassment and a fraudulent attempt to extort money or goods from myself, the elderly human being, who lives alone at this address. You have been fully informed of the present situation and so you have no grounds for claiming at any later date that you were not aware of the present situation as seen by the law and by the legal system.

A copy of this letter to you, will form part of my complaint made to the police on Monday 7th February 2011. Please do not contact me or approach me in any way in the future as that could be seen to constitute the criminal offence of harassment under Section 4 of the Protection from Harassment Act 1997.

Sincerely and without ill will, vexation or frivolity,

Patrick

Without any acceptance of any liability whatsoever, and with all Indefeasible Rights reserved.

### **And an equivalent response to Steven Oxborough:**

XXXXXXXXXX,  
Red Lodge,  
Bury St Edmunds,  
Suffolk  
Near IP28 XXX

5th February 2011

Steven Oxborough,  
XXXXXXXXXX,  
Thetford,  
IP24 XXX

Dear Steven,

I have just received a further harassing letter from Natalie Brookes who appears to be acting in collusion with you and performing as your agent. As you are no doubt aware, I lodged a complaint with the police on 26th January 2011, complaining about your unlawful harassment of myself through your continued demands for money which Bury Magistrates Court ruled I was not owing. At that time, the following reference was issued by the police:



## **SUFFOLK CONSTABULARY**

Police Station, Kingsway, Mildenhall,  
Suffolk. IP28 7HS  
Tel: 01284 774100 Fax: 01638 510145

*All official correspondence should be addressed to The Chief Constable*

*With Compliments*

EVENT No. P1101260159

As a result of your continuing harassment, I intend on Monday to lodge with the police, a further complaint against you, again requesting that you be prosecuted for the criminal offence of harassment under Section 4 of the Protection from Harassment Act 1997. I attach herewith, a copy of the letter from Natalie Brookes and a copy of my reply to her.

Yours sincerely,

Patrick-James: of the Kelly family

Without any acceptance of any liability whatsoever, and with all Indefeasible Rights reserved.

**Attached were a copy of the letter from Natalie Brookes and a copy of my response to her. The following document, along with the original letter from Natalie and a copy of my response to her, were also given to the police on Monday 7th February as a second complaint in this matter which I deem to be harassment:**

XXXXXXXXXX,  
Red Lodge,  
Suffolk

7th February 2011

On 26th January 2011 I lodged a complaint against Mt Steven Oxbridge of XXXXXXXXXXXX, Thetford, IP24 XXX claiming that I believed that he was harassing me by knowingly demanding payment of a debt which Bury Magistrates Court has ruled is not owed by me. Your reference for that complaint is:



## **SUFFOLK CONSTABULARY**

Police Station, Kingsway, Mildenhall,  
Suffolk. IP28 7HS  
Tel: 01284 774100 Fax: 01638 510145

*All official correspondence should be addressed to The Chief Constable*

*With Compliments*

EVENT No. P1101260159

I was then visited on the same day by PC Button (PC 1494) who discussed the complaint in some detail.

Six days after that complaint, a letter was written by Natalie Brookes on Rossendales Limited headed paper, again threatening me. To review the situation, let me again state the facts:

1. In September 2010, Mr Oxborough claimed that I, a human being, owed Council Tax. I stated that I would certainly pay any lawful debt and asked for evidence of that debt to be shown. No such evidence was provided during the very generous 28-day period specified. In law, that constitutes tacit, legally-binding agreement that no such debt exists and Mr Oxborough was made aware of that fact, both at the start of the 28-day period and subsequently.
2. Mr Oxborough refused to accept that fact and asked Bury Magistrates Court to rule on the matter, which they did, stating that I was not the person against whom the claim was being made.
3. It appears that Mr Oxborough refuses to accept the ruling of the court as he is still getting his agents to harass and threaten me.

I therefore, wish to make a further complaint and I again request that you press charges of continuing harassment against Steven Oxborough and his agent Natalie Brookes of Rossendale. I attach herewith the harassing letter from Natalie Brookes and a copy of my reply to that letter.

Patrick

### **The response from Suffolk Constabulary was a phone call that evening:**

The caller was Sgt. Keith Grant who stated that Steven Oxborough had not been spoken to following either of the complaints because Suffolk Constabulary do not consider it to be harassment if the person claimed to be doing the harassing believed that he was entitled to perform those actions. (I leave you to decide whether or not that meets the requirements of Common Law and to decide if Suffolk Constabulary are being influenced by the fact that they are funded through Forest Heath District Council). When I pointed out that the actions to date appeared to constitute, harassment, intimidation, demanding money with menaces and fraudulent deception, he did express the personal opinion that a criminal offence had indeed been committed.

He stated that he was unable to understand the information provided in my written complaint. I explained it to him in simple terms and he then said that he could not understand the explanation. I will leave you to form your own opinion of the calibre of Sgt. Grant who is the decision-maker in this matter.

He asked me three questions which seem inappropriate to me: Do I own the property in which I live? How long have I lived there? and What is my date of birth? If you can see there relevance of these questions in relation to a complaint of harassment, then please let me know as the relevance is not obvious to me.

I then quoted the following two reports of the actions of Rossendale bailiffs which I had come across on the web:

"I had the misfortune of the local bailiff from Rossendale CB appearing on the doorstep with exorbitant demands for over £200 in addition to the NE Lincolnshire Council tax debt. The bailiff threatened me that he "will have ten big blokes sat outside your house tomorrow at dawn to break in and clear your house" , he threatened my wife that she would end up in prison were the debt not paid . Also he said he would be coming back with the Police to force entry and take the goods for the outstanding debt."

and:

"The knock at the door came from a Jason Shaw who works for Rossendales. He spoke to my partner and threatened her with actual violence. When I arrived home I called this Jason Shaw and asked why he would use threatening behaviour. His reply was "where is my fucking money?". He then said he was going to arrive at my house in the morning to seize goods. He knocked at the door in the morning and said "I want my fucking money (or else)". I turned away and he grabbed me from behind and swung a punch at me."

I then asked what I would be entitled to do if I were assaulted by Rossendale's bailiff. At this point there was an immediate and major change in his demeanour. Previously, I would assess his attitude as being amused contempt, but it promptly switched to what I would assess as being very cautious and defensive. His reply was that I was entitled to use a 'reasonable level of force' to protect myself. When asked what actions would be deemed to be 'reasonable' he stated that it would depend entirely on the circumstances.

I then asked him if Rossendale's bailiff would be entitled to forcibly break into my home, he stated that it would depend on what the court had directed. It was clear that he was not going to provide any information from his experience as to what had been considered reasonable actions in the past, so the conversation ended.

**A letter was then sent to the Chief Constable of Suffolk Constabulary:**

XXXXXXXXXXXX,  
Red Lodge,  
Bury St Edmunds,  
Suffolk  
IP28 XXX

8th February 2011

The Chief Constable,  
Suffolk Constabulary,  
Police Station,  
Kingsway,  
Mildenhall,  
Suffolk  
IP28 7HS

Your Ref: P1101260159

Dear Sir,

On 26th January 2011, I lodged a complaint with the Suffolk Constabulary at the Kingsway Police Station, requesting that charges be pressed against Steven Oxborough of 71 Churchill Road, Thetford, IP24 2JZ as it is my opinion that he is guilty of both harassment and demanding money with menaces. In the light of further harassment, I lodged a second written complaint on 7th February 2011. I was telephoned by a member of staff last night and while he conceded that in his opinion there has been a breach of the law, he stated that Suffolk Constabulary do not intend to press charges or even discuss the matter with Steven Oxborough. As every policeman swears a solemn oath to uphold the law, I find this very difficult to understand. Since verbal communications are liable to give rise to misunderstandings, would you please state in writing:

1. Why you do not intend to press charges against Steven Oxborough or even discuss the matter with him.

and

2. The specific legislation upon which your decision is based.

I appreciate your cooperation in this matter.

Yours faithfully,

Patrick-James of the Kelly family

Without any ill will, vexation or frivolity, and with all Indefeasible Rights reserved.

**A letter was also sent to Forest Heath District Council, keeping it very short and to the point in order not to provide any excuse for avoiding the question:**

XXXXXXXXXX,  
Red Lodge,  
Bury St Edmunds,  
Suffolk  
IP28 XXX

8th February 2011

Revenues Recovery Manager,  
Forest Heath District Council,  
Breckland House,  
St Nicholas Street,  
Thetford,  
Norfolk  
IP24 1BT

Re: Account 71146498

Dear Sir,

I have twice been informed by Rossendales Limited that they intend to act against me to recover a supposed debt owed by somebody else. They have twice stated in writing that their actions are authorised by a Liability Order issued on 18th November 2010 by the **Mildenhall** Magistrates Court. As, to the best of my knowledge, the Mildenhall Magistrates Court was closed down before that date, it appears to be impossible that any such Order was issued.

I have on two occasions asked them to support their claim to such authorisation by showing this alleged document and Rossendales Limited has stated in writing that they do not have any such Order. They claim that you are possession of that document. Would you please, therefore, forward me that Mildenhall Magistrates Court Liability Order dated 18th November 2010, or a certified copy of it, which states that I, the human being Patrick-James of the Kelly family owe a debt to Rossendales Limited.

This is a serious matter as should it transpire that no such Mildenhall Magistrates Court Order exists, then there appears to be no reason why the demands made by Rossendales Limited would not be deemed to be fraudulent deception.

Sincerely and without ill will, vexation or frivolity

Patrick-James: of the Kelly family, as commonly called

Without any acceptance of any liability whatsoever, and with all Indefeasible Rights reserved.

Please address all correspondences in this matter to my direct Human Self, namely:  
Patrick-James: of the Kelly family.

**In the meantime, a standard issue letter was received from Rossendales:**



508/3925/00044

561

Mr Patrick Kelly  
XXXXXXXXXXXX  
Red Lodge  
Bury St Edmunds  
Suffolk  
IP28 XXX

Tel: 08447 01 39 80  
Fax: 0844 701 3982  
Email: enquiries@rossendales.com

Calls may be recorded/monitored for quality control and training purposes

Re Address  
XXXXXXXXXXXX  
Red Lodge  
Bury St Edmunds  
Suffolk  
IP28 XXX

Client: Forest Heath District Council - Council Tax  
**Our Ref:** 05566260  
Client Ref: 71146498  
Outstanding Liability Order Value: £459.50

Date: 1st February 2011

## FINAL REMINDER - DO NOT IGNORE

**To make immediate payment call our 24 hour automated payment line 0845 078 1194 quoting 05566260**

Dear Sir/Madam

Despite previous correspondence you have not made payment to clear the above overdue balance.

When the van attends you will be liable for additional costs.

In order to avoid the removal of your goods you must contact us immediately on

**08447 01 39 80**

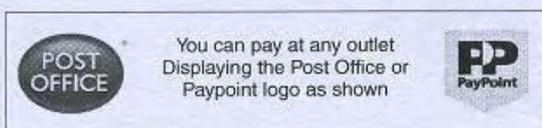
## NO FURTHER REMINDERS WILL BE ISSUED

Please ensure that all correspondence/payments quote our reference number **05566260** and your name and address.

Yours faithfully,

Bailiff Manager

### FOR BARCODED PAYMENTS ONLY



9826155309555662607

Please note that there will be a £0.50 transaction charge for using these methods of payment. For example if you agree to pay £10 off your balance then you need to pay £10.00 plus £0.50



Debit/credit card via our 24 hour automated payment system, bankers draft, cheque, postal order, and cash in a registered envelope or on-line at [www.Rossendales.com](http://www.Rossendales.com)

You must ENSURE that any CHEQUE PAYMENTS are made payable to ROSSENDALES LIMITED.

Rossendales Limited registered office: | Wavell House | Holcombe Road | Helmshore | Rossendale | BB4 4NB  
Registered in England No. 1501584 | VAT Reg No 354 7031 65

The following response was prepared, but due to a total printer failure it was not sent until 11th February.

In care of:  
XXXXXXXXXX  
Red Lodge  
Bury St Edmunds  
Suffolk  
Near: [IP28 XXX]

8th February 2011

To:  
Bailiff Manager  
Rossendales Ltd.  
Wavell House  
Holcombe Road  
Helmshore  
Rossendale  
**BB4 4NB**

Re: **5566260**

**Notice of Request To Cease Harassment.**

Dear Sir,

Your communication dated 1st February 2011 has been delivered to my home and I attach it herewith. It is not at all clear why you should have sent the communication here as MR PATRICK KELLY is not now, nor has ever been at any previous date, at this address. It is highly unlikely that any such legal 'person' actually exists and I will draw to your attention yet again that the court has ruled that I, the human being, am not MR PATRICK KELLY.

You state that I personally owe Rossendales Limited a debt, the amount of which you keep changing. This is not the case as I do not owe Rossendales Limited anything. I have asked you to provide evidence of any such debt and you have failed to do so within the specified period. That failure on your part constitutes the legal situation of "estoppel" which is legally-binding agreement by Rossendales Limited that no such debt exists.

In the letter signed by your employee Natalie Brookes dated 1st February 2011, it is stated that Rossendales Limited is basing their actions on a Liability Order issued by the Mildenhall Magistrates Court on 18th November 2010. This is clearly false as Mildenhall Magistrates Court had closed down before that date and so most definitely did not issue any such Liability Order. In passing, let me point out that according to Stones 2010 edition of the Justices Manual, no Magistrates Court is authorised to issue a Liability Order and so, if any such Order had been issued it would be void ab initio and consequently be worthless. You have been asked to produce this document upon which you claim to be acting, and you have stated in writing that you do not have any such Order. A member of the Suffolk Constabulary has expressed the personal opinion that you have committed a criminal act, but that is a matter which can be taken up at a later date.

Let me again state for the record, there is nothing belonging to 'MR PATRICK KELLY' at XXXXXXXX, Red Lodge as I, the human being which the court has ruled am not the named defendant in Forest Heath District Council's claim that a debt is owed to themselves, and that I, the sovereign human being on the land presently living at that address have full allodial title and full ownership of all goods and chattels at that address. Consequently, any attempt to remove any such goods or chattels without my full prior written consent will be deemed to be theft and the human being carrying out that theft will himself be guilty of that criminal act and fully liable under the Law of the Land. That human would not have a defence in claiming that his employer instructed him to steal the goods as no human can authorise another human to break the Law. If that were the case, then any assassin would not be liable for the murders which he commits as he can claim that he was ordered to commit those crimes by his employer, which frankly, would be ridiculous.

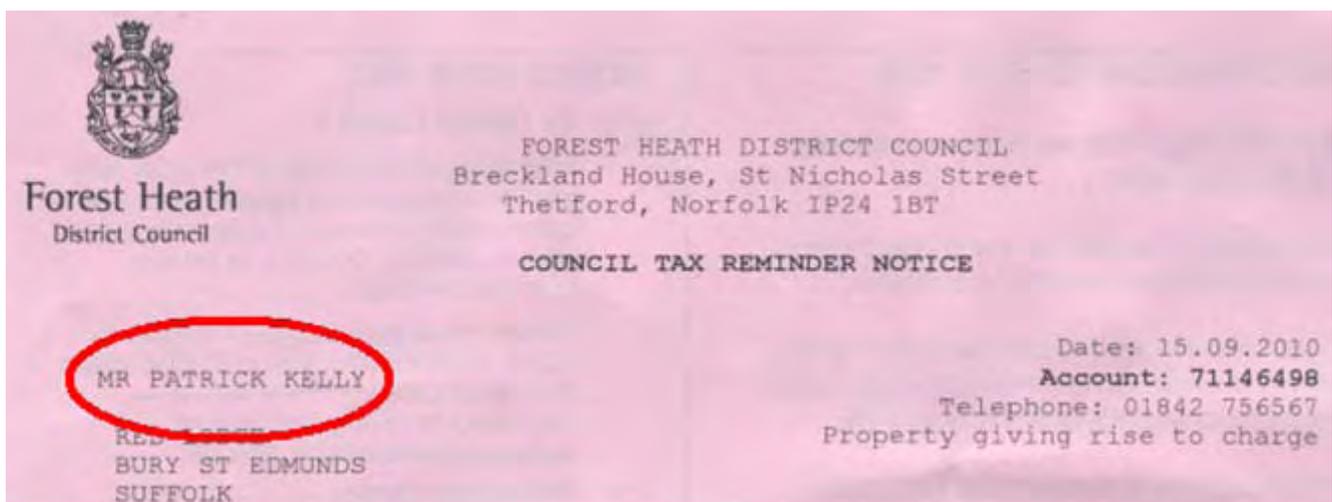
You claim that a third party, Forest Heath District Council has the alleged Liability Order issued by Mildenhall Magistrates Court on 18th November 2010. As impossible as that appears, I have requested Forest Heath District Council to send me that Order from Mildenhall Magistrates Court stating that I, the human being, owe a debt to Rossendales Limited, or failing that, a certified copy of that Order, and I am awaiting their response.

I have at this point in time, on two separate occasions, lodged a written complaint with the Suffolk Constabulary, in both of which, Rossendales Limited's actions were stated. Those complaints are still with Suffolk Constabulary and the matter has escalated to Chief Constable level at this time.

Let me again state that Rossendales Limited does **not** have my permission to become involved in my financial dealings with any third party.

I hereby again request that you cease sending communications to this address as I consider that to be harassment of myself, the human being. You should note that a member of the court stated that 'MR PATRICK KELLY' may well not exist.

For the avoidance of doubt, I display here the claim made by Forest Heath District Council so that you may see clearly that it is made against that non-existent fictitious legal 'person':



I again stress that following my statement to the court, the court ruled that I am **not** the person named in the application made to the court, so please stop acting as if I were. If you wish, I will swear an affidavit under full liability of perjury, that I live alone at XXXXXXXX, Red Lodge and that I have full ownership of all goods and chattels at that address at this time.

Sincerely and without ill will, vexation or frivolity,

Patrick-James of the Kelly family

Without any admission of any liability whatsoever, and with all Natural, Indefeasible, Rights reserved.

**The following letter was then received from Forest Heath District Council:**



Forest Heath  
District Council

Mr P Kelly  
XXXXXXXXXX  
Red Lodge  
Bury St Edmunds  
Suffolk  
IP28 XXX

Telephone: 01842 756428  
Please ask for: Sharon Jones

9<sup>th</sup> February 2011

Dear Mr Kelly,

**RE: Council Tax – XXXXXXXXXXXXX Red Lodge, Bury St Edmunds**  
**Account reference: 71146498**

Thank you for your letters regarding your interpretation of legislation.

I have to inform you that the council has complied with all relevant statutes and is entitled to proceed. I have therefore instructed our bailiffs to continue with the action as allowed by the liability order granted against you 18<sup>th</sup> November 2010.

Officers who, as a result of undertaking duties on behalf of Forest Heath, will be supported should they suffer any defamation of character, or cause distress to them or their families.

I note that you have contacted my employee, Mr Oxborough's family and harassed his wife and child as a consequence. I have already reported this harassment to the police and will now, in response to your latest communication will be contacting them again to seek advice.

In the meantime I have instructed a different officer to deal with you case and Mr Oxborough will no longer have any dealings with you.

Yours sincerely

S Jones  
Strategic Manager



2006-2007  
Transforming the Delivery of  
Services Through Partnerships



2006-2007  
Waste and Recycling



2004-2006  
Supporting People



INVESTOR IN PEOPLE

District Offices, College Heath Road, Mildenhall, Suffolk, IP28 7EY

Tel: 01638 719000 Fax: 01638 716493 info@forest-heath.gov.uk www.forest-heath.gov.uk

Chief Executive: David Burnip. Strategic Director (Resources): Andrew Claydon. Strategic Director (Services): Nigel McCurdy

**This, of course, ignores everything which has gone before and appears to be based on a complete lack of knowledge. The response was:**

XXXXXXXXXXXX,  
Red Lodge,  
Bury St Edmunds,  
Suffolk  
Near IP28 XXX

12th February 2011

Sharon Jones,  
Strategic Manager,  
Forest Heath District Council,  
Breckland House,  
St Nicholas Street,  
Thetford,  
Norfolk  
IP24 1BT

Your ref: 71146498

Dear Sharon,

Your letter dated 9th February 2011 has been delivered to my home in spite of being incorrectly addressed. Rossendales Limited state:

As previously advised a Liability Order was granted by Mildenhall Magistrates Court on 18<sup>th</sup> November 2010 in relation to unpaid Council Tax.

As I had no dealings with Rossendales Limited at that date, and since I most certainly do not owe that company anything, I asked them to substantiate their claim by showing me that Order. They have admitted in writing that they do not have any such Order. They claim that Forest Heath District Council has the document. I seriously doubt that the document described actually exists, especially since Mildenhall Magistrates Court closed down before the 18th November 2010 and so could not possibly have granted anything.

Would you please, as a matter of urgency, either:

1. Send me the Order, or a certified copy of the Order, granted by Mildenhall Magistrates Court on 18th November 2010, stating that I, the human being Patrick-James of the Kelly family owe Rossendales Limited a debt.

or

2. Confirm in writing that you do not have in your possession at this time, an Order granted by Mildenhall Magistrates Court on 18th November 2010, stating that I, the human being Patrick-James of the Kelly family owe Rossendales Limited a debt.

Sincerely and without ill will, vexation or frivolity,

Patrick-James

**The temptation to address the other matters was considerable, but doing that gives Sharon the opportunity to avoid answering the essential question.**

**There was then a letter from the Police on the matter of my being harassed:**



# SUFFOLK CONSTABULARY

NOT PROTECTIVELY MARKED  
RESTRICTED/CONFIDENTIAL

Police Station, Kingsway, Mildenhall, Suffolk, IP28 7HS  
Tel: (01473) 613500 Fax: (01638) 510145

Calls may be monitored for quality control, security and training purposes. [www.suffolk.police.uk](http://www.suffolk.police.uk)

Mr Patrick Kelly  
XXXXXXXXXX  
Red Lodge  
Bury St Edmunds  
Suffolk  
IP28 XXX

Our ref: P1101260159/KG/JH

11 February 2011

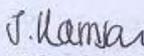
Dear Mr Kelly

Thank you for your correspondence and the recent opportunity to discuss the matter with you on the telephone. You have contacted the Police twice now in relation to your concerns of harassment and demanding money by menaces with regards to an outstanding council tax issue. I must reiterate that the outstanding council tax allegation is one between yourself and Forest Heath District Council and not a matter for the Police to engage in.

You name two offences in your documentation, namely Protection from Harassment Act 1997 and Blackmail section 21 of the Theft Act 1968. Having reviewed the circumstances of your situation with the offences it is my view that there are no matters for the Police to investigate. The parties contacting you are doing so with a genuine belief of a legitimate reason to contact you, namely the unpaid council tax bill and the subsequent Liability Order.

I note with interest in your letter following our telephone conversation, dated the 8 February 2011 you comment "I was telephoned by a member of staff last night and while he conceded that in his opinion there has been a breach of the law, he stated that Suffolk Constabulary do not intend to press charges or even discuss the matter with Steven Oxborough". This is incorrect Mr Kelly, I informed you then as I do now, having reviewed your circumstances there are no criminal matters for the Police to investigate.

Yours Sincerely

*for*   
K Grant  
Sgt 788  
Mildenhall Police Station  
[Keith.Grant@suffolk.pnn.police.uk](mailto:Keith.Grant@suffolk.pnn.police.uk)

NOT PROTECTIVELY MARKED  
RESTRICTED/CONFIDENTIAL

[www.suffolk.police.uk](http://www.suffolk.police.uk)

Taking pride  
in keeping  
Suffolk safe



To which the response was:

XXXXXXXXXXXXX,  
Red Lodge,  
Suffolk  
IP28 XXX

14th February 2011

Sgt. Keith Grant,  
Mildenhall Police Station,  
Kingsway,  
Mildenhall,  
Suffolk  
IP28 7HS

Your ref: P1101260159/KG/JH

Dear Sgt. Grant,

Thank you for your letter dated 11th February. I too note with interest the different perceptions created during our telephone conversation – perhaps your recording of the conversation can confirm that what you say is correct.

I have discussed the matter of harassment by letter with an experienced Magistrate who deals solely with criminal cases and the view was expressed that believing that no offence was being committed would not normally be considered to be any kind of defence in a matter where the person alleged to be harassing had been notified and asked to cease the perceived harassment.

The decision in this case, of course, rests with yourself. However, as a layman, I really would appreciate being directed by yourself to the specific legislation which influences your assessment of this particular case, as it does seem confusing. If, for instance, 'believing that your actions were allowable' were a defence, then the alleged 'honour killings' committed in the UK, are presumably not offences at all in spite of the fact that murder is without question a criminal offence.

Thankfully, in this instance, nothing as extreme as murder is involved, but the principle of non-involvement by the police appears similar and is something which I personally find confusing. Some months ago I asked a member of Suffolk Constabulary to inform me of the police procedure in cases of harassment. I was told that the procedure was that the first complaint was noted, the second complaint caused the police to speak with the offender and issue a warning, and on a third complaint, more direct action, possibly involving prosecution, would be taken. Presumably, this is not the case, so perhaps you could define the current procedure in these cases.

In passing, my name is Patrick-James of the Kelly family and I am not Mr Patrick Kelly. If you choose to respond to this letter, then I would appreciate it if you would not call me Mr Kelly.

Thanking you in advance,

Patrick-James

**The statement about consulting an experienced Magistrate is, of course, perfectly factual and correct and the conversation was extensive.**

**The reply was:**



# SUFFOLK CONSTABULARY

NOT PROTECTIVELY MARKED  
RESTRICTED/CONFIDENTIAL

Police Station, Kingsway, Mildenhall, Suffolk, IP28 7HS  
Tel: (01473) 613500 Fax: (01638) 510145

Calls may be monitored for quality control, security and training purposes. [www.suffolk.police.uk](http://www.suffolk.police.uk)

Mr Patrick-James of the Kelly family  
XXXXXXXXXX  
Red Lodge  
Bury St Edmunds  
Suffolk  
IP28 XXX

Our ref: P1101260159 (SU0502490)/KG/JNW

21 February 2011

Dear Mr Patrick-James of the Kelly family

Thank you for your letter dated the 14th February 2011.

You wrote to me asking to be directed to the specific legislation I used when considering my assessment of your allegation. In your letter dated 8th February 2011, you made reference to being the victim of harassment and also having received demands for money with menaces.

In my reply on the 11th February 2011, I reviewed your circumstances against the Harassment Act of 1997 and Blackmail, under section 21 of the Theft Act 1968, both relating to the offences you mentioned. The wording for both of these offences can be reviewed on the Government website [www.legislation.gov.uk](http://www.legislation.gov.uk) if you wish. (To find Blackmail, search for the Theft Act 1968 and then look at section 21.)

Having reviewed your case and had the opportunity to discuss it with you on the telephone and via written correspondence, it was and still remains my view that there are no criminal matters for the Police to investigate. Therefore respectfully, I will not be entering into any further correspondence with you on these matters should you wish to reply to this letter.

Yours sincerely

K Grant  
Sgt 788  
Mildenhall Police Station  
[Keith.Grant@suffolk.pnn.police.uk](mailto:Keith.Grant@suffolk.pnn.police.uk)

NOT PROTECTIVELY MARKED  
RESTRICTED/CONFIDENTIAL

[www.suffolk.police.uk](http://www.suffolk.police.uk)



**No response has been made to this as yet.**

The next communication was from Rossendales Limited:



Wavell House  
Holcombe Road  
Helmshore  
Rossendale  
Lancashire  
BB4 4NB

Tel: 0844 701 3980  
Fax: 0844 701 3982

Mr Patrick Kelly  
XXXXXXXXXX  
Red Lodge  
BURY ST. EDMUNDS  
Suffolk  
IP28 XXX

Clients Ref: 71146498

Our Ref: 5566260

Date: 16 February 2011

**To make immediate payment call our 24 hour automated payment line  
0845 078 1194 quoting 5566260**

Dear Sir / Madam,

**Re: C Tax owing to: Forest Heath District Council**

With regards to recent correspondence on your account, we are writing to inform you that the liability order was granted correctly in your name by Bury St Edmunds Magistrates Court.

Yours Sincerely

Bailiff Manager

Rossendales Ltd

All payments must be made to Rossendales Ltd. Wavell House, Holcombe Road, Helmshore, Rossendale, Lancashire BB4 4NB



Registered in England No 1501594 VAT Reg No 354 7031 65  
Rossendales Limited registered office: Wavell House, Holcombe Road, Helmshore, Rossendale, Lancashire, BB4 4NB

To which the response was:

In care of:  
XXXXXXXXXXXX  
Red Lodge  
Bury St Edmunds  
Suffolk  
Near: [IP28 XXX]

18th January 2011

To:  
Bailiff Manager  
Rossendales Ltd.  
Wavell House  
Holcombe Road  
Helmshore  
Rossendale  
**BB4 4NB**

Re: **5566260**

### **Notice of Request To Cease Harassment.**

Dear Sir,

Your communication dated 16th February 2011 has been delivered to my home in spite of the fact that you have been repeatedly informed that there is no such person as “Mr Patrick Kelly” at this address.

You state in your letter: “With regards to recent correspondence on your account, we are writing to inform you that the liability order was granted correctly in your name by Bury St Edmunds Magistrates Court”.

Your statement is wrong in every respect, and thinking back over all of your correspondence, I cannot recall any statement made by you which was not wrong.

You claim that your demands for payment are based on a Magistrates Court Liability Order created on 18th November 2010. You have been asked to produce this alleged document which states that I, the human being Patrick-James of the Kelly family owe money to the private company Rossendales Limited. You have admitted in writing that you do not have any such order and you claim that Forest Heath has an Order stating that I, the human being Patrick-James of the Kelly family owe money to the private company Rossendales Limited.

I have twice written to Forest Heath District Council requesting that they send me that document, or a certified copy of that document. To date, Forest Heath District Council has failed to provide sight of this document on which you base your demands.

Your failure to produce this alleged document has, at this point in time, caused Rossendales Limited to enter into legally-binding tacit agreement that no such debt exists. Your continued actions in this matter

are therefore, clearly, harassment, which is a criminal offence. If you continue this harassment, I shall seriously consider taking action against you through the courts and seeking punitive damages.

In the light of your failure to produce the alleged Order and the failure of Forest Heath District Council to produce a Court Order naming myself and your company, I can see no reason why your actions should not be deemed both fraudulent deception and demanding money with menaces, both of which are criminal offences.

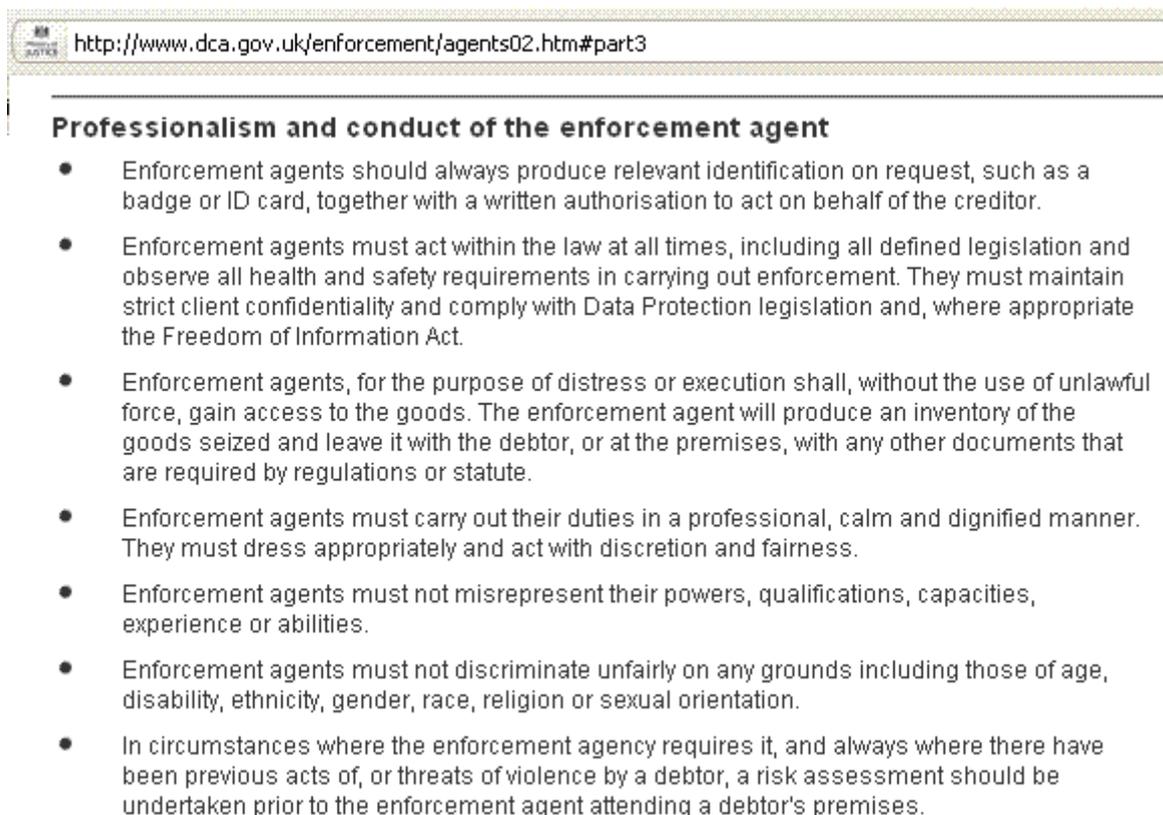
Further, may I draw your attention to the fact that the unannounced visit of your representative on 10th January 2011 failed to meet the requirements for such a visit as laid out in the government regulations shown on their web site. Consequently, your attempt to charge for that visit is unacceptable and should you continue to demand any such payment, then the appropriate action will be taken.

Sincerely and without ill will, vexation or frivolity,

Patrick-James of the Kelly family

Without any admission of any liability whatsoever, and with all Natural, Indefeasible, Rights reserved.

**The comment about their bailiff's visit on 10th January 2011 not meeting the requirements laid down for such a visit is based on the following entry:**



The screenshot shows a web browser window with the address bar containing the URL: <http://www.dca.gov.uk/enforcement/agents02.htm#part3>. The page content is titled "Professionalism and conduct of the enforcement agent" and lists eight bullet points detailing the requirements for enforcement agents.

**Professionalism and conduct of the enforcement agent**

- Enforcement agents should always produce relevant identification on request, such as a badge or ID card, together with a written authorisation to act on behalf of the creditor.
- Enforcement agents must act within the law at all times, including all defined legislation and observe all health and safety requirements in carrying out enforcement. They must maintain strict client confidentiality and comply with Data Protection legislation and, where appropriate the Freedom of Information Act.
- Enforcement agents, for the purpose of distress or execution shall, without the use of unlawful force, gain access to the goods. The enforcement agent will produce an inventory of the goods seized and leave it with the debtor, or at the premises, with any other documents that are required by regulations or statute.
- Enforcement agents must carry out their duties in a professional, calm and dignified manner. They must dress appropriately and act with discretion and fairness.
- Enforcement agents must not misrepresent their powers, qualifications, capacities, experience or abilities.
- Enforcement agents must not discriminate unfairly on any grounds including those of age, disability, ethnicity, gender, race, religion or sexual orientation.
- In circumstances where the enforcement agency requires it, and always where there have been previous acts of, or threats of violence by a debtor, a risk assessment should be undertaken prior to the enforcement agent attending a debtor's premises.

**A copy of which has been printed out ready to be handed to the 'enforcement agent' on his next visit. The 'agent' has to show written authorisation to act on behalf of 'the creditor'. It is highly unlikely that the 'agent' has any such documentation with him which actually names him personally, but the impossible part for him is the "creditor". For there to be a creditor, a debt has to be owed to some person. In this case, that would have to be either Rossendales Limited or Forest Heath District Council. It can't be Rossendales Limited since, due to their failure to produce the evidence demanded of**

them, estoppel has been established which is a legal acknowledgement on their part that no debt exists. It can't be Forest Heath District Council since their failure to show the demanded evidence within the 28 day period allowed, has established estoppel with them as well. It is therefore impossible for the 'agent' to produce authorisation from a creditor and so it is impossible for him to make an authorised visit, and consequently, any attempt to charge for a subsequent visit is fraudulent and if followed up on, could lose the 'agent' his licence, if he actually has one.

The next event was quite extraordinary. On Sunday evening at 7:30 pm. There was an unannounced visit from two people who appeared to be police but who failed to show any form of ID or identify themselves adequately. They asked to enter and were allowed to do so. The man then stated that he had come to issue a warning in connection with my alleged harassment of Steven Oxborough. When I tried to comment he actually shouted me down and would not permit me to speak – a most remarkable performance where an elderly person is involved and an action of remarkable discourtesy. Eventually, when he had finished shouting at me I was eventually allowed to speak. I pointed out that my actions were not in any way harassment of Steven Oxborough and that since I believed he owed me a personal debt which I would have to take through the courts as a claim against him, that the court demands that a copy of a letter sent to the defendant, giving him 28 days in which to pay the alleged debt, be attached to the court application for a hearing. Consequently, my writing to inform him of the start of that 28-day period, being a requirement of the relevant legislation, could not possibly be interpreted as being harassment. I also stated that the letters were not in connection with his job. The PC(?) then left the following, undated and mis-worded and mis-spelt document apparently from the Norfolk Constabulary, and left before I had a chance to read it.

I find it interesting that Steven, who spends his working life in applying stressful situations to literally thousands of people, gets highly upset when he receives a much lesser level of stress. Here is the document which was left:

Name: Patrick KELLY

Date of birth: / /

Address: XXXXXXXXXXXXXXXX , RED LODGE, BURY ST EDMUNDS, SUFFOLK

**POLICE INFORMATION NOTICE**

**Details of alleged conduct** (specific actions that are cause for complaint):

That you have sent two letters one dated 26/01/2011 and 05/02/2011, to Steven OXBOROUGH at his home address, these letters have caused him and his family distress, these letters are in regard to his job where he works for Breckland Council and a dispute you have with them.

**THIS BEHAVIOUR MUST DECIST!!**

The police have received an allegation of harassment against you.

Harassment is any behaviour, on at least two occasions, which causes alarm or distress to someone else.

At this stage, the police are not commenting on the truth of this allegation.

Instead, this letter is being sent to you in the spirit of crime prevention and to make you aware that *if* the kind of behaviour described were to continue directly from you or indirectly via your family or to her friends and family, then you would be liable to arrest and prosecution. You should also be aware that if further such behaviour resulted in prosecution then the behaviour complained of above could be referred to, or relied upon, in any subsequent proceedings.

**This letter is neither a court order nor a criminal record**, but will be kept by the police for the purposes of any future investigations and retained in accordance with national guidelines on the Management of Police Information.

<p>Signature of Recipient:</p>   <p>(This is not an admission or acceptance of the allegation. You are signing to acknowledge that you are aware of the allegation and that you now understand what harassment is.)</p>	<p>Officer Issuing: <b>PC 1662 SINDEN</b> Thetford Police Station Norfolk Constabulary</p>
<p>Description of Recipient:</p> <p>Ethnicity:.....</p> <p>Sex:.....</p> <p>Age:.....</p> <p>Height:.....</p> <p>Build:.....</p> <p>Hair:.....</p> <p>Complexion:.....</p> <p>Distinguishing Features:.....</p> <p>Clothing:.....</p> <p>Carrying Anything :.....</p>	<p>Crime Ref :.....</p> <p>Incident Ref :NC-.10022011-198</p> <p>Time and Date of Issue:</p> <p><b>Exhibit No. :CS/1</b></p> <p><b>Description: One (1) Allegation of Harassment Letter</b></p> <p><b>Date:</b></p> <p><b>I identify this exhibit as that referred to in my statement.</b></p> <p><b>Signature:</b></p>

PIN01-04/10

**The response to this was:**

XXXXXXXXXXXXX,  
Red Lodge,  
Bury St Edmunds,  
Suffolk  
IP28 XXX

21st February 2011

PC Sinden,  
Thetford Police Station,  
Norwich Road,  
Thetford,  
Norfolk  
IP24 2HU

Your ref: 10022011-198

Dear PC Sinden,

Two people who did not show me any ID visited my home, unannounced, after dark last night and left with me what appears to be an undated letter from yourself. As verbal communications are always open to possible misunderstandings, I therefore request that you clarify the following queries in writing:

1. Your letter states that I sent two letters to Steven Oxborough and that those letters relate to his work. I most strongly refute that allegation. Neither of those letters relate to his work, and so they are sent directly to him. As you are aware, I have twice made written request to Suffolk Constabulary that charges be pressed against Steven Oxborough for his continuing harassment of me. Details of this are shown in the attached document. Some months ago, an officer of Suffolk Constabulary informed me in connection with another matter, that the police are not able to charge a business or organisation with harassment of an individual since any such allegation of harassment has to be made against a named individual. My first letter to Steven was therefore to inform him that my complaint to the police was against him personally, and requesting him to stop his continuing harassment of me. It is difficult to see how a letter asking him to stop harassing me could be seen as harassment of him, so perhaps you could clarify why exactly you deem that to be the case.
2. My second letter to Steven is in connection with a debt which I believe he owes me. I am entitled to take any such matter through the courts for resolution. However, as you will undoubtedly be aware, the court will not accept any such application unless it is accompanied by a copy of a letter sent to the defendant making him aware of the claim of outstanding debt and allowing him 28 days in which to deal with the matter. This requirement left me with no option but to write the second letter to Steven. Considering the requirement of the court, there does not appear to be any way in which that letter could be considered to be harassment of the debtor, so would you please clarify why you consider it to be harassment.
3. Since neither of my letters to Steven can be seen as harassment, why then have you issued me with a warning, alleging harassment on my part?
4. When I attempted to discuss the details of this matter with my visitors in a calm and reasonable way, I was shouted down and not permitted to comment. That was a most astonishing act, one which I have never before encountered at any point in my entire lifetime. Is that behaviour the normal method of dealing with the public which Norfolk Constabulary uses?
5. As I fall into the category which the government considers to be "elderly and potentially vulnerable", do you consider it reasonable to make an unannounced visit in the dark and then shout at somebody in that category of individuals?
6. Sgt. Keith Grant of the Suffolk Constabulary states that actions are not considered to be harassment if they are performed in the belief that there is full entitlement to undertake those actions. For that reason, he is reluctant to press charges against Steven Oxborough in spite of repeated instances of what appears to me to be clear

and unprovoked harassment. As I have already stated, I believed, and still believe, that I was fully entitled to write to Steven on those two occasions, and yet you see that as my harassing him. How is it that Norfolk Constabulary and Suffolk Constabulary view the same law in these two completely opposing ways?

7. It was stated that you are aware of my complaints to Suffolk Constabulary. Would it not have been a reasonable option to pass Steven's complaint to them as part of this ongoing matter?

I appreciate your assistance in clarifying these matters.

Sincerely and without ill will, vexation or frivolity,

Patrick-James of the Kelly family

Without any admission of any liability whatsoever, and with all Natural, Indefeasible, Rights reserved.

### **The situation with Steven Oxborough**

In order to clarify the issues, here is a brief summary of the events to date:

1. Forest Heath District Council made a claim that I was liable to Council Tax. I requested them to provide evidence to support that claim which I disputed, and they were given 28 days in which to support that claim. They failed to do so and in law that constitutes 'estoppel' which is tacit, legally-binding agreement on their part that no such debt exists.
2. Steven was fully aware of this and yet requested that I attend bury Magistrates Court on 18th November 2010. I attended and addressed the court which immediately ruled that I was not liable for the Council Tax which Steven was trying to levy. Steven was present in court at that time and he is fully aware of the court's ruling in the matter.
3. In spite of being aware of the court's ruling, since then he has repeatedly demanded payment from me in direct defiance of the court ruling which stated that I am not personally liable for any such debt.
4. It is difficult to see any way in which such continuing demands could not be deemed by any reasonable, disinterested party, as being harassment when the clear court ruling is considered.

**Then there was a letter from Sharon Jones of Forest Heath District Council which seems much given to sending letters under a wide variety of letterheads:**



theangliarevenuespartnership

Mr P Kelly  
XXXXXXXXXX  
Red Lodge  
Bury St Edmunds  
Suffolk  
IP28 xxx

Telephone: 01842 756428  
Please ask for: Sharon Jones

21<sup>st</sup> February 2011

Dear Mr Kelly,

**RE: Council Tax – XXXXXXXXXXXXXXXX Red Lodge, Bury St Edmunds**  
**Account reference: 71146498**

Thank you for your letter regarding your outstanding Council Tax.

Your liability for Council Tax arises under the Local Government Finance Act 1992 and subsequent regulations. Unfortunately, you appear to be confusing the law relating to contracts and alleged rights under common law with the legislation relating to Council Tax. There is no requirement for either your consent or the existence of any contract between yourself and the Council.

Common law has no precedence over statute law. I would draw your attention to the case of *Cheney v Conn* (Inspector of Taxes – 1968) which Mr Justice Ungood-Thomas concluded;

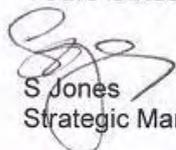
*"If the purpose for which a statute may be used is an invalid purpose, then such remedy as there may be must be directed to dealing with that purpose and not to invalidating the statute itself. What the statute itself enacts cannot be unlawful, because what the statute says and provides is itself the law, and the highest form of law that is known to this country. It is the law which prevails over every other form of law, and it is not for the court to say that a parliamentary enactment, the highest law in this country, is illegal."*

I will continue to use the existing legislation to collect Council Tax.

I would request that you contact me to make a suitable payment arrangement to prevent the need for any further recovery action to be taken.

I have enclosed a copy of the Liability Order obtained against you, as you have requested. ✓

Yours Sincerely,

  
S Jones  
Strategic Manager



2006-2007  
Providing the Delivery  
Services Through Partnership

www.angliarevenues.gov.uk  
email: info@angliarevenues.gov.uk

Breckland: 01362 656872  
Forest Heath: 0800 163030  
Fax: 01842 756513

Breckland House  
St Nicholas Street  
Thetford, Norfolk. IP24 1BT

COPY

LIABILITY ORDER IN RESPECT OF COUNCIL TAX

-----  
Regulation 34 of the Council Tax (Administration and  
Enforcement) Regulations 1992)  
Suffolk Magistrates Court

DEFENDANT

MR PATRICK KELLY

XXXXXXXXXXXXX  
RED LODGE  
BURY ST EDMUNDS  
SUFFOLK  
IP28 XXX

Tel No. 01842 756577  
ACCOUNT: 71146498  
SUMMONS: 104259

COMPLAINT DATE: 19.10.2010

XXXXXXXXXXXXX  
RED LODGE  
BURY ST EDMUNDS  
SUFFOLK  
IP28 8LA

HEARING OF THE COMPLAINT HELD AT THE Suffolk Magistrates Court, The  
Magistrates Court, Shire Hall, Bury St Edmunds, Suffolk, IP33 1HF

SUMMARY OF AMOUNTS

Total Debt	370.00
Total Costs	65.00
	-----
Total Enforcement Balance	435.00

ON THE COMPLAINT OF FOREST HEATH DISTRICT COUNCIL THAT THE SUM SHOWN  
BELOW  
435.00 AS THE TOTAL AMOUNT DUE FROM THE DEFENDANT TO THE COMPLAINANT  
UNDER PART V OF THE COUNCIL TAX (ADMINISTRATION AND  
ENFORCEMENT) REGULATIONS 1992 AND IS OUTSTANDING AND ON  
18 November 2010 A LIABILITY ORDER IS GRANTED, AND IT IS ORDERED  
THAT THAT AMOUNT MAY BE ENFORCED IN THE MANNER MENTIONED IN PART VI  
OF THOSE REGULATIONS ACCORDINGLY

  
(OR BY ORDER OF THE COURT  
CLERK OF THE COURT)

To which the response was:

XXXXXXXXXXXXX,  
Red Lodge,  
Bury St Edmunds,  
Suffolk  
Near IP28 XXX

23rd February 2011

Sharon Jones,  
Strategic Manager,  
Forest Heath District Council,  
Breckland House,  
St Nicholas Street,  
Thetford,  
Norfolk  
IP24 1BT

Your ref: 71146498

Dear Sharon,

Thank you for your letter dated 21st February 2011. Having read it, I have realized that I should explain the situation clearly to you and so this letter is intended for you personally. Having been deceived myself for well in excess of sixty years and having only recently been made aware of the true facts, I can fully understand that you will not be aware of the actual situation and that due to the many years during which you have been misled, you will probably find it impossible to accept the facts. However, I feel that I am duty bound to at least present the facts to you.

The basic requirements of law come from the ten commandments stated in the Bible. In England, the application of those commandments has resulted in a large body of decisions made by juries of ordinary people who have heard criminal cases in a court "de jure" or "court of justice". That body of previous decisions changes gradually with time as the accepted norms of behaviour alter over the decades. That guiding set of decisions is called "The Law of the Land" or "Common Law" and that is why England is referred to as a "Common Law jurisdiction". Everybody in England is subject to Common Law although that law may be altered in any individual case at the direction of the jury.

In the year 1600, a commercial company was set up by Lord Falconer of Thoroton. It was named "The Ministry Of Justice" (D-U-N-S Number 22-549-8526) and its commercial business was to receive payment for providing a supposedly independent and disinterested third-party ruling on a commercial dispute between two parties. Those hearings are called "de facto" or "factual" hearings and neither Common Law nor a jury is involved. Today, each local Magistrates Court is a trading name of that original company.

The inner "City of London" is an independent state which is not part of England or the UK. It is Vatican controlled and is also called "The Crown" and it has nothing to do with any British Monarch. It is run by a cartel of bankers and lawyers who have set up a society called "The Law Society" which is a fictional legal corporation, and as such, can only deal with other legal fiction corporations or legal fiction 'persons'. The main objective of that society is to control and take money from the general public. This is done by outright deception.

The deception starts when parents are told that they **must** register the birth of each of their children because that is "the law". There is no such requirement in the law and stating that there is, constitutes deliberate and outright falsehood in direct breach of the commandment "Thou shalt not bear false witness".

The next step in the deception is that the Registrar of Births and Deaths then creates a commercial corporation using the same names as those of the child. The corporation name is normally shown in block capitals, the document of incorporation is called a "Birth Certificate" and is marked copyright of the Crown along with a note that it is not a document of identification. That certificate of incorporation is filed away and never given to anyone although copies are generally issued. On the back of the certificate there is normally a trading Bond number as the bankers usually assign a value to the bond which is then traded on the financial markets. The bond value is based on the likely lifetime earnings of the child and those future earnings are considered the collateral of the bond.

The Law Society deems the issuing of a Birth Certificate as making the child with the same-sounding name, a member of the Law Society, and through that membership, subject to the rules and regulations created to govern the running of that society. That membership is, in reality, purely notional and the individual can resign from that society but not until he reaches adulthood. That membership permits a Local Authority to take the child away from it's parents should the Local Authority decide to do so. I am informed of one case where a Local Authority took four children away from their mother and the next day had to return one child as no Birth Certificate had been issued for that child and consequently, that child was not bound by the regulations of the Law Society.

The commercial organisation, the Law Society, along with the various associated commercial organisations collectively known as "the government" have produced thousands of regulations to control the people who are deemed to be members of that society. It was stated recently on the national news that some 7,000 additional regulations were produced in the last thirteen years alone. It is a clear objective of the society to make most people believe that it's regulations are "the law" which they most certainly are not. Another objective is to make most people believe that only a lawyer can understand those regulations and their application. Those regulations are called "statutes" or "statutory instruments" and they only apply to member of that society or anyone else who chooses to be bound by those regulations. They have nothing whatsoever to do with the law as they are only for regulating the operations of the private society which created them.

While this is the actual, present situation in England today, I can fully understand that you are not aware of these facts as they are carefully concealed and a great deal of effort is put into misdirection aimed at convincing you that "statutes" are "the law" and that "statutes" apply to everyone rather than the reality that statutes are restricted to members of that particular society. News announcements call statutes "the law" which is either gross ignorance or deliberate falsehood. The same goes for the content of films, political speeches, government literature and the like. Whatever the motive, the result is the same with the falsehood being spread on a daily basis, day in, day out, week in, week out, month in, month out, year in, year out until most adults believe the lie without the slightest question.

Any member of any society can resign at any time. If you happen to wish to claim that anyone is a member of any society, then you need to show evidence of an application to join (made knowingly by an adult following full disclosure of all of the consequences of membership), evidence of acceptance of membership by an official of that society and evidence that the member has not subsequently resigned from that society.

I can fully understand that following many years of intensive conditioning aimed at making you believe that "statutes" are "the law", that you will find it difficult or impossible to grasp the reality of the situation. It is very difficult to accept that your parents, friends, relations, etc. were deceived. It is much more comfortable to brush the facts aside and pretend that they are just a wild "conspiracy theory" and not actually true.

However, while I accept that it is most unlikely that you will believe anything that I say, let me just run through the events which led up to this letter from me to you.

In Autumn 2010, never previously having had any interest whatsoever in politics or the law, I became aware of the present situation. As there is no law requiring anyone to pay any kind of tax, levy, fee or licence, I stopped paying Council Tax to Forest Heath District Council.

Forest Heath District Council then wrote to say that MR PATRICK KELLY of my home address owed them a debt. I wrote back stating that I would pay any lawful debt that was owed, but that I am not the legal fiction 'person' (or corporation) quoted in their demand, and so, evidence of any such lawful debt needed to be provided. That is, sight of a law which specifies the debt, or alternatively since a statute was being mentioned, evidence that I, the human being am actually a member of the particular society which is bound by that statute. I also stated that I am not a member of any such society, nor do I consent to be bound by the regulations of any society to which I do not belong.

Subsequent correspondence from Forest Heath District Council merely repeated the claim that the statute quoted constituted "the law" that I should pay whatever amount they chose to specify. None of the required proofs was presented.

Eventually, Forest Heath District Council was given a 28-day period in which to present evidence that there was indeed a lawful debt outstanding against me, the human being. During that period, not even one of the several required proofs was presented. The legal system involved in the claim by Forest Heath District Council deems that failure to provide the requested proofs within the time specified, to constitute tacit legally-binding agreement on the part of Forest Heath District Council that there is no such outstanding debt. The technical legal term for that situation is "estoppel".

In spite of estoppel having been solidly established, further demands were received, accompanied by threats that I would be summonsed to appear in court. Irrespective of the actual facts, and the stage which had already been reached, Forest Heath District Council made application to the (commercial) court and a hearing date of 18th November 2010 was set.

I then sent the court a copy of all of the correspondence in the case and pointed out that as estoppel had already been established, with Forest Heath District Council already in full agreement that no debt exists, there was no dispute on which the court could adjudicate.

However, it was decided that the hearing would go ahead in spite of the complete lack of any reason for it to be held. This was clearly wholly unnecessary and a waste of my time. I wrote and made it clear that since attending an unnecessary hearing would be a waste of both time and money on my part, that I would be charging for my time and expenses from then on, and stating my fee schedule for both meetings and any further correspondence required.

I duly attended Bury St Edmunds Magistrates Court on 18th November 2010 and met with Steven Oxborough to discuss the case. During our discussion, Steven indicated that on each of his many visits to the court, the court would receive £10,000 or more in fees. That in itself, raises certain questions about the perceived impartiality of the court involved, but those questions need not be commented on here.

When I was invited into the courtroom, the clerk of the court asked me to identify myself. This I did, stating that I am Patrick-James of the Kelly family and not the legal person 'MR PATRICK KELLY'. I also stated that I was not a member of the society whose regulations Forest Heath District Council was attempting to enforce, nor did I consent to be bound by those regulations and that I claimed my right to be dealt with under Common Law. I also stated that it was my understanding that the legal entity 'MR PATRICK KELLY' would have been created by the Registrar of Births and Deaths in or around the time of my birth following application for a Birth Certificate made by my parents. As I am aware of the fact that my parents did not make any such application, supplying the names Patrick James and Kelly, that to the best of my knowledge, no such Birth Certificate was ever created and consequently, there is no such legal 'person' as 'MR PATRICK KELLY'.

The clerk then asked the Magistrates to decide if 'the person standing before them' was the named defendant. Conferring for only a few seconds, the Magistrates ruled that I, the human being Patrick-James of the Kelly family am **NOT** the named defendant. The clerk then asked me to leave the courtroom as I was not involved in Forest Heath District Council's application in any way.

Steven Oxborough was present in the courtroom at that time and he is fully aware of the court ruling that I, the human being, am not in any way liable for Forest Heath District Council's claimed debt. This immediate ruling demonstrates clearly that my attending the hearing was a complete waste of my time as I had previously stated.

I then moved into the public gallery. The clerk of the court then asked the Magistrates if they wished to consider the application made by Forest Heath District Council against 'MR PATRICK KELLY' "if any such person exists". The Magistrates decided to adjourn and after a few minutes, returned and granted the application against the non-existent 'MR PATRICK KELLY' which they had just ruled is **NOT** me personally.

Since that time, Forest Heath District Council has continued to send demands to 'MR PATRICK KELLY' at my home address. In the light of the court ruling that I am not the named defendant and my written statement to you that I live alone at that address (and offering to swear an affidavit to that effect should you require it), and bearing in mind that I am in the category defined by the government as being "elderly and potentially vulnerable", your actions are, at best, questionable.

Let me state yet again, that the court ruled that I am not liable for your presumed debt. You have also been repeatedly informed that 'MR PATRICK KELLY' is not at my address, and yet you address your letter to me as "Mr P. Kelly" which is not my name. I would appreciate it if in any future correspondence you address me by my name which is "Patrick-James of the Kelly family".

On 10th January 2011 there was an unannounced meeting with a visitor who did not adhere to the government requirements for any such visit. He claimed to be acting for a commercial company called Rossendales Limited who claim that I owe them a debt and demand that I pay them. As I have never had any dealing with any such company, any such claim has to be wholly invalid.

I wrote to Rossendales Limited and asked them to provide evidence of their claim. They were unable to provide any such evidence. They were given the period from 15th January 2011 to 29th January 2011 to provide evidence of the claimed debt or enter into legally-binding tacit agreement on their part that no such debt exists. They failed to produce any evidence of any such debt between myself and Rossendales Limited in that period and so estoppel has been established.

However, in spite of estoppel, Rossendales claim that I, the human, owe them a debt because of a court order issued by Mildenhall Magistrates Court on 18th November 2010. They have twice been asked to provide this order or a certified copy of that order, showing a ruling by the court that I, the human being, owe Rossendales Limited a debt, and they have since admitted in writing that they do not have any such order.

They have made the very strange claim that Forest Heath District Council have a court order issued by Mildenhall Magistrates Court on 18th November 2010 stating that I, the human being, owe Rossendales Limited a debt. I have twice written to Forest Heath District Council stating their claim and requesting that I be provided with the order naming both Rossendales Limited and myself and to date, I have not received any such order.

I thank you for the (non-certified) copy of an order which you sent me with your last letter, but unfortunately, it is not the necessary document as it is not dated 18th November 2010, does not mention Rossendales Limited, Patrick-James of the Kelly family, nor Mildenhall Magistrates Court, and so does not qualify in any respect as being the document upon which Rossendales Limited state that they based their claim. I can see no reason at this time why the claim made by Rossendales Limited should not be considered both fraudulent deception and demanding money with menaces.

The Rossendales Limited claim draws attention to the actual issuing of Liability Orders by any Magistrates Court. As you are aware, each Magistrates Court operates under statutes and statutory instruments. The present regulations specifying the areas in which any Magistrates Court can operate are set out clearly in the 2010 edition of Stone's Justices' Manual, Section 1-382: "Magistrates' Court Procedure Relating to Jurisdiction" and the assessment of liability of a commercial debt is not included as being part of the remit of any Magistrates Court.

I then wrote to Bury St Edmunds Magistrates Court on 3rd December 2010 pointing out that there appears to be no legal basis for a Magistrates Court to hold liability hearings or to issue Liability Orders, and urging them to stop doing so (unless they could direct me to some authorising legislation which Stone's Justices' Manual did not mention) until the legislation is altered making it legal for them to do so. The court wrote back in response but were not able to indicate any additional authorisation, so I wrote again, urging them to stop undertaking such activities until it became legal for them to do so.

Please understand that since Bury St Edmunds Magistrates Court has admitted that they are not authorised to issue Liability Orders, no such Order issued by them is actually legal nor can it be relied on in any court proceedings. The claim by Rossendales Limited to be authorised by a Magistrates Court Liability Order is wholly invalid as no Magistrates Court is authorised to issue any such Order and acting on any such supposed Order is clearly illegal.

I do not expect you to understand or believe any of this as it clashes with your previously held notions of how things are. Nor do I expect to be treated lawfully as there appears to be little concern on the part of anyone to act in a lawful or even a legal manner.

I was raised by very religious parents and that has resulted in my having a very strong sense of right and wrong. Consequently, as a matter of conscience, I cannot cooperate with a system which I perceive to be both unlawful and illegal. There is no way that I will ever be willing to pay Council Tax as it is a matter of principle and not a matter of money.

Yes, I am aware that in spite of being in the "elderly and potentially vulnerable" category that force is likely to be used against me, my possessions stolen and I be placed in prison. Those things will be done in direct defiance of the law. I am not a member of your society, I do not have a Birth Certificate, I do not have National Insurance number, I was never baptised as a child into any church and yet I expect to be illegally sent to prison on the basis of covert Ecclesiastical Law which does not apply to me. I really do not have any option in this matter if I am to act in an honest and upright manner.

Sincerely and without ill will, vexation or frivolity,

Patrick-James of the Kelly family

Without any admission of any liability whatsoever, and with all Natural, Indefeasible, Rights reserved.

**The comment to Rossendales Limited being:**

In care of:  
XXXXXXXXXXXX  
Red Lodge  
Bury St Edmunds  
Suffolk  
Near: [IP28 XXX]

24th January 2011

To:  
Bailiff Manager  
Rossendales Ltd.  
Wavell House  
Holcombe Road  
Helmshore  
Rossendale  
**BB4 4NB**

Re: **5566260**

### **Notice of Request To Cease Harassment.**

Dear Sir,

I have just received from Forest Heath District Council a copy of the Liability Order which they believe is the Order to which you refer.

It is **NOT** issued by Mildenhall Magistrates Court  
It is **NOT** dated 18th November 2010  
It does **NOT** bear my name  
It does **NOT** bear your company name

Bearing in mind that at this time, no Liability Order issued by any Magistrates Court has any standing in law or within the legal system, anyway, there is clearly no basis whatsoever for your claim that I owe Rossendales Limited a debt. Please do not contact me again about this matter.

Sincerely and without ill will, vexation or frivolity,

Patrick-James of the Kelly family

Without any admission of any liability whatsoever, and with all Natural, Indefeasible, Rights reserved.

-----

**[The www.freedomrebels.co.uk website comments:](http://www.freedomrebels.co.uk)**

**MAX FROM TTTV RELEASED AT COURT ...**

WHY? (you are going to love this!)

We have been stating (as has Max) that Warrants, Court Orders, Liability Orders and the like HAVE GOT TO BE SIGNED in ink!

As most of you saw Max was arrested Friday and appeared in Court Saturday.

This case was spectacular for TWO Reasons!

1. The Police Sergeant, On Record, In The Court explained how **Devon & Cornwall Police and Torquay Magistrates Court are owned and run by a US Subsidiary of IBM called RELIANCE INC.** - So .. proof positive that we are dealing with corporations!

2. (And this is the killer) When arrested Max protested that **the "Warrant" that the Sergeant "alleged" he had for Max's arrest was not signed and therefore wasn't lawful.**

### **AND THE MAGISTRATES AGREED AND RELEASED MAX!**

So we now have a precedent that we can quote where we can clearly state and prove that warrants, liability orders and the like MUST BE SIGNED IN WET INK! **A document with no signature ... doesn't count.**

Big congrats to Max for taking the stand and to Sarah Goldsmith who has kept us to date with all this.

**However, you will notice that the Liability Order copy issued by Bury St Edmunds Magistrates Court and reproduced above, IS correctly signed in ink and not negated by the omission of a signature, so, while it is useful to watch for any such omission, it is not going to be effective in every case and the omission can be quickly remedied by another application to the court. A more powerful angle is the fact that a Magistrates Court is not authorised to deal with matters of liability. But do not think that these commercial companies (courts and police) which are all owned by the same non-British people, will act in accordance with the law, or even bother with their own legal requirements.**

The recent action taken with the arrest of the judge:

<http://www.lawfulrebellion.org/2011/03/08/roger-hayes-rise-like-lions-council-tax-lawful-rebellion-judge-arrested/>

look like the only realistic way of dealing with the present unlawful and objectionable system.

**There was then a response from the Norfolk Constabulary:**



# NORFOLK

## CONSTABULARY

*Our Priority is You*

### Norfolk Constabulary

Thetford Police Station  
Norwich Road  
THETFORD  
Norfolk  
IP24 2HU

Tel: 0845 456 4567 Ext :2536  
Fax: 01842 222618  
Email: sindenc@norfolk.pnn.police.uk

[www.norfolk.police.uk](http://www.norfolk.police.uk)  
Non-Emergency Tel: 0845 456 4567

Patrick-James of the Kelly family  
XXXXXXXXXX  
Red Lodge,  
Bury St Edmunds,  
Suffolk,  
IP28 XXX

Date: 25/02/2011  
Your Ref: Letter dated 21<sup>st</sup> February 2011  
Our Ref: Cad NC-10022011-198

Dear Sir,

Thank you for your letter dated the 21<sup>st</sup> February 2011.

Firstly, I can confirm that the two fully uniformed officers that attended your address and spoke with you before 1915 hours on Sunday 20<sup>th</sup> of February were, as was said to you at the time, PC 1232 NOLAN and myself. At this time I discussed and issued you with a Police Information Notice (PIN) and left you a copy.

I am going to cover the points raised in the order you have raised them.

1. You have sent letters to Mr Oxborough because he, on behalf of his employer, has been sending mail to your address in reference to a debt that his employer states that you owe. Your letters in return then relate to this interaction. I am satisfied at this time, based on the information that I have, that in corresponding with you, Mr Oxborough has been acting in accordance with his employment. If you consider that the Council have acted inappropriately in regard to the correspondence with you, you should address your concerns to the Council and not to Mr Oxborough personally. I also wish to draw your attention to the middle section of the PIN which states, "***The police have received an allegation of harassment against you. Harassment is any behavior, on at least two occasions, which causes alarm or distress to someone else. At this stage, the police are not commenting on the truth of this allegation.***" The purpose of the notice is merely to advise you that complaints have been received and that, if such conduct should continue, you may be arrested and prosecuted, if an offence of harassment is made out, it is not an assumption of guilt.
2. Again I refer to the above.

3. Again the reason you have been issued with a warning is because the Police have received an allegation of Harassment made against you, in regard to correspondence sent to Mr Oxborough at his home address, in relation to his work.
4. I'm sorry that you feel you were shouted down, but I disagree with your interpretation of the incident. I was polite and did not raise my voice; I did however tell you to listen to what I was saying, rather than commenting throughout; this was so that I could be sure you understood. I was not there, nor is it my role, to enter into a debate with you over whether you do or do not owe money to the council or if Mr Oxborough owes money to you. I was there to issue you with a PIN and inform you of the possible consequences of failing to adhere to the points raised.
5. In reference to the time of the visit, I do not consider that it was inappropriate to visit someone at the time we did. If I had had a telephone number for you at the time, then I may have called to ensure you were there prior to driving down; as I did not, I was not able to do so.
6. I agree with Sgt. Keith Grant's interpretation of the law. I am satisfied that Mr Oxborough was acting in accordance with his role as an employee of the Council in taking action on a debt. If you have any concerns about the professional conduct of Mr Oxborough or Breckland Council, you should make a complaint to the Council and not to Mr Oxborough personally. As indicated above, in giving you the PIN, I have not accused you of harassment, but as is our policy, I have given you notice that harassment has been alleged against you in reference to the two letters to Mr Oxborough's home address which relate to the interaction you and he have had in regards to his work.
7. In relation to passing the details to Suffolk Constabulary, as far as I am aware, and as you have told me, Suffolk Constabulary is not taking action on these matters. On this basis, as the Home Force for Mr Oxborough, I considered it appropriate to deal with this matter at this time.

I hope that the above clarification is of assistance.

Yours sincerely

Chris  
PC 1662 Sinden  
Thetford SNT

Restricted

We will answer letters within 10 working days, where information is available.  
Where this is not possible, an explanation will be given for any delay.



Awarded for excellence



INVESTOR IN PEOPLE

**To which the response was:**

XXXXXXXXXXXX,  
Red Lodge,  
Bury St Edmunds,  
Suffolk  
IP28 XXX

21st March 2011

PC Sinden,  
Thetford Police Station,  
Norwich Road,  
Thetford,  
Norfolk  
IP24 2HU

Your ref: Cad NC-10022011-198

Dear PC Sinden,

Thank you for your letter dated 25th February 2011. I appreciate the fact that you addressed me by my name and I thank you for that.

I must still request that you withdraw your Police Information Notice. It is based on two incidents, neither of which are grounds for a PIN. Firstly, there is no possible way that my complying with the requirements of the Court when initiating a court action for payment of an amount owed, could be considered to be 'harassment'. If that were the case, then any company which issued an invoice for work requested and completed would also be guilty of harassment and that clearly is not the case.

The Court requires that the defendant (Steven Oxborough in this case) be notified in writing of the alleged debt and given 28 days to either dispute the amount, pay the amount, or come to some agreement for dealing with the matter. That is what I did as it is a requirement of the Court. You cannot possibly base a PIN on my compliance with the required Court procedure and so I request that you withdraw the PIN.

Additionally, I fully accept that Steven Oxborough is entitled to carry out the requirements of his employment and request payment of Council Tax. I have no problem with his doing that. However, in this case, that procedure terminated when he, as representing Forest Heath District Council, was required to show any lawful basis for the charge, and he failed to do so. At that point in time, Forest Heath District Council is deemed in law to have entered into legally-binding tacit agreement that no such debt exists (or that any such debt has been fully discharged). That terminated the right of Steven Oxborough to make demands for payment of Council Tax and in law, his continuing actions were no longer on behalf of Forest Heath District Council (which was then in full agreement that no debt existed) but were personal decisions of his own, in spite of the fact that this had been explained to him in detail. I even offered to meet with him, unofficially and without any implications, at a venue of his choice, at a time of his choosing, so that I could explain the situation fully to him and answer any questions he wished to ask. He did not avail himself of that opportunity.

There can be little doubt that his actions, subsequent to Forest Heath District Council's legally-binding agreement that no debt exists, do in fact constitute harassment on his part and my writing to him to draw his attention to that fact cannot be deemed to be harassment on my part. There can be no doubt that I believe that he was guilty of harassing me, in that on two separate occasions, I lodged a written complaint for harassment against him with Suffolk Constabulary. Considering the situation and my continuing belief that he is guilty of harassing me, it is unreasonable in the extreme to base a PIN on my written request to him to stop harassing me, and again, on those grounds, I request that you withdraw your PIN.

Sincerely and without ill will, vexation or frivolity,

Patrick-James of the Kelly family

Without any admission of any liability whatsoever, and with all Natural, Indefeasible, Rights reserved.

It seems clear at this point, what the overall situation is. To reduce the likelihood of action being taken against me for speaking out, I express the following as a matter of my personal opinion:

In my opinion, it seems clear that there is deliberate collusion between the police, the local council, the Magistrates courts and the bailiff companies, to act in a deliberately unlawful and illegal manner, claiming not to know, and being unable to understand what the law says, claiming to not understand the difference between “law” and “legal statutes”. In my opinion, they will use force to take what they are not entitled to, in complete disregard for honesty, integrity and reasonable actions.

Members of the public have no recourse to any form of redress as they can’t appeal to the police on the grounds of physical abuse as the police are likely to claim that “it is a civil matter” (which is, of course, not true as physical violence and theft are breaches of criminal law). In my opinion, the only protection which the police will provide is for bailiffs stealing from members of the public. Whether or not it is worthwhile lodging a complaint against the police is debatable. Whether or not it is worthwhile attempting action through the civil courts is also highly doubtful, especially since the courts benefit financially from the racket, the police benefit financially from the racket and the local council also benefits from the racket.

Continued long-term opposition and total refusal to pay anything, appears to be the way forward.

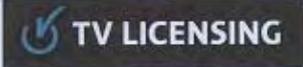
\*\*\*\*\*

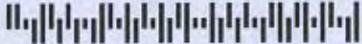
## TV Licence:

Having recently become aware of what a licence actually is and the fact that Common Law does not require anybody to pay any kind of tax or fee, I cancelled my direct debit which was paying for a TV licence on a monthly basis. A refund of some £36 was made to me without my asking for any such refund. Then on Friday 21st January, the following demand was received:

78/372-017290/000237:003-C 56100

Mr P Kelly  
XXXXXXXXXXXX  
Red Lodge  
Bury St. Edmunds  
IP28 XXX

 **TV LICENSING**  
www.tvlicensing.co.uk

**Renewal overdue**

January 2011

**BEEN AWAY TOO BUSY FORGOT LOST TRACK OF TIME?  
RENEW NOW THEN RELAX WITH A YEAR'S WORTH OF TV.**

  
www.tvlicensing.co.uk

  
0300 790 6129

  
TV Licensing, Bristol  
BS98 1TL

**Your TV Licence  
expired on  
31 December 2010**

---

**Amount due  
£145.50**

---

**Your TV Licence number  
2975323738**

Dear Mr Kelly,

**Your TV Licence expired last month.**

We're writing to remind you and let you know how to renew your licence. Choose a way that's quick and easy for you:

- Visit [www.tvlicensing.co.uk/renew](http://www.tvlicensing.co.uk/renew)
- Call **0300 790 6129**
- **Go to any PayPoint outlet** with your payment slip
- Or **post us your cheque** with your payment slip

You may not realise that if you are still watching or recording television programmes as they're being shown on TV at this address, you are breaking the law. To help you renew today, we've enclosed all the information you need, including what your TV Licence covers and how to claim concessions for those who are 75 or over or blind.

If you have renewed your licence in the last few days, our records will now have been updated.

Thank you.  
Yours sincerely,  
*Joanne Osborne*  
Joanne Osborne  
Customer Services

Accompanied by a printed leaflet which states:

You need to be covered  
by a **TV Licence**  
to watch or record  
television programmes  
as they're being shown  
on TV – on a computer,  
mobile phone or, well,  
anything. It's the law.



If you don't need a TV Licence, we don't want to take up your time. Please visit [www.tvlicensing.co.uk/noTV](http://www.tvlicensing.co.uk/noTV) and let us know. You can also call **0300 790 6129** or write to us at PO Box 336, TV Licensing, Bristol BS99 5HP.



**If you do need** a TV Licence, or you're unsure whether you do, we want to be as helpful as we can. So please, read on...

**The response to this was:**

XXXXXXXXXX,  
Red Lodge,  
Bury St Edmunds,  
Suffolk  
Near IP28 XXX

21st January 2011

Joanne Osborne,  
Customer Services,  
TV Licensing,  
Bristol,  
BS98 1TL

#### NOTICE

Your Ref: 2975323738

Dear Joanne,

I am in receipt of your demand for a TV licence renewal which I attach. I have recently become aware of the implications of a licence of any description both in law and otherwise and quite frankly, I find your demand to be highly insulting.

Requesting a licence is in effect, begging permission from a superior, to undertake some activity. Your demand that I request a licence from you has to be on the basis that I accept you personally as superior to myself and that I am subservient to you. That, understandably, I find offensive and I do not accept that I am subservient to you.

The whole concept of the licence itself is ridiculous. I am a sovereign human being, born equal to all other human beings, and with all of the God-given rights and entitlements of every human being. I do not need your permission to make a cup of tea. I am fully entitled to make a cup of tea as that action does not harm anyone else. I do not

need your permission to watch television as I have every right to watch television should I wish to do so. I do not need to beg you to grant me permission to watch television in my own home and I most certainly will not pay you to allow me to do something which I am already fully entitled to do. To make this absolutely clear, as a matter of principle, I will never, under any circumstances, pay you to grant me permission to watch television as I am already fully entitled to do that.

You have managed in the past, to deceive me into paying you. I consider that to be a fraudulent action on your part, which most definitely does not constitute any kind of continuing contract between us and in fact should really be subject to the refunding of all payments already made. If you consider that my having been fooled into requesting and paying for a TV licence in the past constitutes a contract for indefinite continuing payments in the future, then send me a certified copy of the two-party contract between the company which employs you and myself, the human being. That contract must show the verifiable wet-ink signatures of **both** parties and you also need to provide proof that there was full disclosure on your part at that time, that is, evidence that you made it clear that the law does **not** require any such payment.

In your literature you state: "You need to be covered by a **TV Licence** to watch or record television programmes as they're being shown on TV – on a computer, mobile phone or, well, anything. It's the law." That statement is wholly incorrect. It is **NOT** the law. Either you know that, and you are guilty of fraudulent deception, or you are not aware of the fact, in which case, due to your position, you are guilty of Gross Negligence which generally equates to fraud. These are not trivial matters, and please note that I am addressing you personally, and not the company which employs you.

Giving you the benefit of the doubt and presuming that you are unaware of the difference between the Law and the Legal System, let me clarify matters for you.

The UK is a Common Law jurisdiction. That means that everyone living in the UK is subject to Common Law. Common Law is created by the decisions of juries of ordinary people who sit in judgement on criminal cases. It is a common misconception that a judge rules in a court of law. The reality is that the jury **creates** and updates the law by it's decisions on the case which it tries. Common Law, known as "the Law of the Land", is the collection of all of those jury decisions and it can be summarised as:

4. You must not kill or injure anyone.
5. You must not steal or damage the property of another person.
6. You must be honest and upright in your dealings with others.

There is no law which says that anyone must pay any form of tax or licence fee. Your statement that the Law says that I must beg you for a TV licence and pay you for it, is wholly incorrect, and clearly so.

In addition to Common Law, the people living in the UK also have an odious legal system foisted on them. This is the invention of the Law Society and intended to enslave and impoverish ordinary people. In the last thirteen years, this reprehensible system added a further 7,000 statutes to their already overflowing pile of offensive demands. These statutes and statutory instruments only apply to those people who are part of that society and anyone else who **consents** to be bound by them.

I am **not** one of those people. I am not a member of any named society and I do **not** consent to be bound by those statutes or statutory instruments. Instead, I claim my God-given right to live a quiet life, abiding by the Law of the Land and free from any other restrictions invented by any society. Again, let me state that I, personally, am not a member of any such society. If you wish to dispute that, then show me written evidence of my knowingly and willingly joining that society, my membership card and evidence that I have never resigned from that society.

If, in spite of all this, you wish to continue to demand that I beg a licence from you and pay you for that demeaning act, then, within the next twenty one days from the date of this Notice, you need to demonstrate the lawful (not "legal") basis for your claim by:

1. Providing proof of claim that I am a "person", and not a human being. This is necessary as legal statutes and statutory instruments only apply to the legal fictions known as "persons".
2. Providing proof of claim that you know the difference between a 'human being' and a 'person', legally speaking.
3. Providing proof of claim that you know the difference between 'legal' and 'lawful' and I am advised, that in your position, not knowing the difference would be considered gross negligence.
4. Providing proof of claim that I am a member of the society whose statutes and subsisting regulations you are attempting to enforce. That there is a named society to which I belong and that the statutes covered within any

alleged transgressions state that they apply to me within that named society. Any such society has to be named, since the law deems that anything without a name does not exist. Proof would have to include evidence that an application was made by myself, the human being, to join that society, that the application was accepted, that evidence of membership was provided and that I have not since resigned from that society.

Failure to provide this evidence and the corresponding proofs within the specified time will constitute tacit agreement on your part that you no longer demand that I apply for a TV licence and that there is no outstanding debt on my part in connection with this matter.

In passing, may I remark that were all BBC TV and radio stations switched off right now and never restarted, it would be a matter of complete indifference to me. The argument that the BBC needs 'licence fee' payments in order to operate is wholly invalid. None of the other TV stations need a licence fee and they not only survive but they outperform the BBC, providing better quality programmes. To claim that the BBC does not have advertisements is also incorrect as they do have advertisements of their own making. However, the poor quality of the BBC content is not the issue here, but rather the unlawful nature of demanding a licence and a licence fee.

Sincerely and without ill will, vexation or frivolity,

Patrick-James

Without any acceptance of any liability whatsoever, and with all Indefeasible Rights reserved.

**There was then a letter from Claire Hacker, again repeating the falsehood that "it is against the law" to watch TV:**

Tel : 0300 790 6030  
Fax : 0300 790 6026



[www.tvlicensing.co.uk](http://www.tvlicensing.co.uk)

Bristol, BS98 1TL

Complaint Reference Number/504794/CH

8 February 2011

Patrick-James of the Kelly family  
XXXXXXXXXX  
Red Lodge  
Bury St Edmunds  
Suffolk  
IP28 xxx

Dear Patrick

Thank you for your letter of 2 February. Your comments have been noted.

Whatever your personal view may be, it's still against the law to watch broadcast television programme services without a TV Licence.

We visit all unlicensed addresses in the UK and if you're found to need a licence, you could be prosecuted and fined up to £1000.

I hope this explains the position. But should you wish to escalate your complaint you can write to:

Carl Shimeild  
Operations Director  
TV Licensing  
Bristol  
BS98 1TL

Yours sincerely

Claire Hacker  
Customer Relations



ISO 10002 registered  
Certificate number: CM5 554308

**To which the response was:**

XXXXXXXXXXXX,  
Red Lodge,  
Bury St Edmunds,  
Suffolk  
Near IP28 XXX

15th February 2011

Claire Hacker,  
Customer Relations,  
TV Licensing,  
Bristol,  
BS98 1TL

**NOTICE**

Your Ref: 504794/CH

Dear Claire,

I am in receipt of your letter dated 8th February 2011 and I thank you for addressing me by my correct name.

You state in your letter that "it's still against the law to watch broadcast television programme services without a TV licence". That statement is wholly incorrect and I have already asked you to state the law which demands any such licence, and you have failed to do so.

As I have already stated, I am not a member of the society whose regulations you are attempting to enforce, nor do I consent to be bound by those regulations. Consequently, no government statute or statutory instrument applies to me. You appear to be unaware of the major difference between the Law and government statutes, so I suggest that you research what is meant by the Law of the Land ("Common Law") and stop claiming that the "law" demands a TV licence as it most certainly does not and for someone in your position to be unaware of these matters is generally considered to be 'gross negligence' which is a serious matter.

If you believe that the law does actually require human beings to have a TV licence, then, within fourteen days of the date of this letter, provide the direct reference of the law which states this. As you are now aware, a statutory reference is not valid in this matter. Should you fail to provide the reference to any such law within that period, you enter into legally-binding agreement that I am not required to have any such TV licence.

Sincerely and without ill will, vexation or frivolity,

Patrick-James of the Kelly family

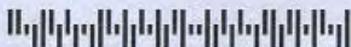
Without any acceptance of any liability whatsoever, and with all Indefeasible Rights reserved.

**There was then a standard letter which is presumably intended to intimidate somebody into paying:**

311/470-017557/000091:003-A 56100  
 Mr P Kelly  
 XXXXXXXXXX  
 Red Lodge  
 Bury St. Edmunds  
 IP28 XXX

February 2011

Your TV Licence number  
**2975323738**



**Under investigation**

## YOU ARE HEREBY GIVEN OFFICIAL NOTICE:

### Your property is now under investigation.

Dear Mr Kelly,

We've written twice to remind you to renew your TV Licence.

But our database shows that this property is still not covered by a valid licence. This means if you are watching or recording television programmes as they are shown on TV at this address - whether on a TV set, computer, mobile phone or anything else - you are breaking the law.

**Watching TV illegally can lead to serious penalties.**

This case has now been passed on for investigation. An enforcement officer will soon be authorised to visit your home. If you are found to be watching TV illegally, you risk prosecution and a fine of up to £1,000.

**Is there a way to stop this investigation?**

The only way to stop a scheduled enforcement visit to your home is to buy a TV Licence immediately. To do so, visit [www.tvlicensing.co.uk](http://www.tvlicensing.co.uk), call 0300 790 6110 or turn over for more payment options.

If you have renewed your licence in the last few days, thank you. Our records will now have been updated.

Of course, if you no longer need a TV Licence, please visit [www.tvlicensing.co.uk/noTV](http://www.tvlicensing.co.uk/noTV) or call 0300 790 6110 urgently and let us know. We may confirm this with a visit.

Yours sincerely,

Nigel Jefferies, TV Licensing Collections Manager

**Maximum fine:**  
**£1,000**  
 plus legal costs

### What are the next steps of this investigation?

- **Visit:** Enforcement officers may be authorised to investigate your case and a visit to your home may be scheduled. If you are found to be watching TV illegally, you may be cautioned and interviewed in accordance with the Police and Criminal Evidence Act 1984 (in Scotland, interviews and cautions are conducted in accordance with Scottish criminal law).
- **Court:** This interview may be used as evidence if this case proceeds to prosecution. You may receive a summons to your local court.
- **Fine:** If you are found guilty, you risk a fine of up to £1,000 and may be ordered to pay court costs.

Please do not write below this line.

29753237381

REM301

RE3-3EN-0704-10

Z216/Z1/0076/1/01/01/0031881

REN3/07/10/E

**As you will no doubt notice, this letter repeats the false statement that it is “against the law” to watch TV unless you pay them first. The response was:**

XXXXXXXXXXXX,  
Red Lodge,  
Bury St Edmunds,  
Suffolk  
Near IP28 XXX

15th February 2011

Nigel Jefferies,  
TV Licensing Collections Manager,  
TV Licensing,  
Bristol,  
BS98 1TL

#### **NOTICE**

Your Ref: 504794/CH

Dear Nigel,

I am in receipt of your letter vaguely dated February 2011. As “Mister” is not part of my name, I would appreciate it if you would address me by my name which is Patrick (or more fully, Patrick-James of the Kelly family). There is no Mr P. Kelly living at XXXXXXXXXXXX, Red Lodge, Suffolk, nor has there ever been.

You state in your letter that “if you are watching or recording television programmes as they are shown on a TV at this address – whether on a TV set, computer, mobile phone or anything else – you are breaking the law”. That statement is wholly incorrect and I have already asked Claire Hacker to state the law which demands any such licence, and she has failed to do so.

As I have already stated, I am not a member of the society whose regulations you are attempting to enforce, nor do I consent to be bound by those regulations. Consequently, no government statute or statutory instrument applies to me. You appear to be unaware of the major difference between the Law and government statutes, so I suggest that you research what is meant by the Law of the Land (“Common Law”) and stop claiming that the “law” demands a TV licence as it most certainly does not and for someone in your position to be unaware of these matters is generally considered to be ‘gross negligence’ which is a serious matter.

If you believe that the law does actually require human beings to have a TV licence, then, within fourteen days of the date of this letter, provide the direct reference of the law which states this. As you are now aware, a statutory reference is not valid in this matter. Should you fail to provide the reference to any such law within that period, you enter into legally-binding agreement that I am not required to have any such TV licence.

Sincerely and without ill will, vexation or frivolity,

Patrick-James of the Kelly family

Without any acceptance of any liability whatsoever, and with all Indefeasible Rights reserved.

**Then there was a letter from the ‘Operations Director’:**

Tel : 0300 790 6030  
Fax : 0300 790 6026

Complaint Reference Number/504794/OS

18 February 2011

Mr P Kelly  
XXXXXXXXXXXX  
Red Lodge  
Bury St. Edmunds  
IP28 XXX

Dear Mr Kelly

Thank you for your letter of 15 February 2011, which is addressed to Claire Hacker and has been escalated to me along with copies of your earlier correspondence.

There is little I can add to Claire Hacker's explanation of our position.

We act as an agent to the Licensing Authority (the BBC) in the administration and enforcement of TV Licences.

Evidence obtained by our Visiting Officers of the unlawful use of a TV receiver is regularly presented to Magistrates in successful prosecution cases.

If you continue to use equipment to receive or record live (or virtually live) TV programme services, you are committing a criminal offence and risk prosecution.

I must urge you to renew your licence without delay.

Should you wish to pursue this matter, you should contact the BBC directly. The address to write to is: Head of Revenue Management, BBC TV Licensing Fee Management Unit, 4436, BBC White City, 201 Wood Lane, London, W12 7TS.

Yours sincerely



**Carl Shimeild**  
**Operations Director**



## To which the response was:

XXXXXXXXXXXXX,  
Red Lodge,  
Bury St Edmunds,  
Suffolk  
Near IP28 XXX

27th February 2011

Carl Shimeild,  
Operations Director,  
TV Licensing,  
Bristol,  
BS98 1TL

### NOTICE

Your Ref: 504794/OS

Dear Carl,

I am in receipt of your letter dated 18th February 2011. As "Mister" is not part of my name, I would appreciate it if you would address me by my name which is Patrick (or more fully, Patrick-James of the Kelly family). There is no "Mr P. Kelly" living at XXXXXXXXXXXX, Red Lodge, Suffolk, nor has there ever been.

You state in your letter that "if you are watching or recording television programmes as they are shown on a TV at this address – whether on a TV set, computer, mobile phone or anything else – you are breaking the law". That statement is wholly incorrect and I have already asked Claire Hacker to state the law which demands any such licence, and she has failed to do so.

As I have already stated, I am not a member of the society whose regulations you are attempting to enforce, nor do I consent to be bound by those regulations. Consequently, no government statute or statutory instrument applies to me. You appear to be unaware of the major difference between the Law and government statutes, so I suggest that you research what is meant by the Law of the Land ("Common Law") and stop claiming that the "law" demands a TV licence as it most certainly does not and for someone in your position to be unaware of these matters is generally considered to be 'gross negligence' which is a serious matter.

Perhaps I should explain the situation clearly to you. Having been deceived myself for well in excess of sixty years and having only recently been made aware of the true facts, I can fully understand that you will not be aware of the actual situation and that due to the many years during which you have been misled, you will probably find it impossible to accept the facts. However, I feel that I am duty bound to at least present the facts to you.

The basic requirements of law come from the ten commandments stated in the Bible. In England, the application of those commandments has resulted in a large body of decisions made by juries of ordinary people who have heard criminal cases in a court "de jure" or "court of justice". That body of previous decisions changes gradually with time as the accepted norms of behaviour alter over the decades. That guiding set of decisions is called "The Law of the Land" or "Common Law" and that is why England is referred to as a "Common Law jurisdiction". Everybody in England is subject to Common Law although that law may be altered in any individual case at the direction of the jury.

In the year 1600, a commercial company was set up by Lord Falconer of Thoroton. It was named "The Ministry Of Justice" (D-U-N-S Number 22-549-8526) and it's commercial business was to receive payment for providing a supposedly independent and disinterested third-party ruling on a commercial dispute between two parties. Those hearings are called "de facto" or "factual" hearings and neither Common Law nor a jury is involved. Today, each local Magistrates Court is a trading name of that original company.

The inner "City of London" is an independent state which is not part of England or the UK. It is Vatican controlled and is also called "The Crown" and it has nothing to do with any British Monarch. It is run by a cartel of bankers and lawyers who have set up a society called "The Law Society" which is a fictional legal corporation, and as such, can only deal with other legal fiction corporations or legal fiction 'persons'. The main objective of that society is to control and take money from the general public. This is done by outright deception.

The deception starts when parents are told that they **must** register the birth of each of their children because that is "the law". There is no such requirement in the law and stating that this is the case and so the statement constitutes deliberate and outright falsehood in direct breach of the commandment "Thou shalt not bear false witness".

The next step in the deception is that the Registrar of Births and Deaths then creates a commercial corporation using the same names as those of the child. The corporation name is normally shown in block capitals, the document of incorporation is called a "Birth Certificate" and is marked copyright of the Crown along with a note that it is not a document of identification. That certificate of incorporation is filed away and never given to anyone although copies are generally issued. On the back of the certificate there is normally a trading Bond number as the bankers usually assign a value to the bond which is then traded on the financial markets. The bond value is based on the likely lifetime earnings of the child and those future earnings are considered the collateral for the bond.

The Law Society deems the issuing of a Birth Certificate as making the child who has the same-sounding name, a member of the Law Society, and through that membership, subject to the rules and regulations created to govern the running of that society. That membership is, in reality, purely notional and the individual can resign from that society, but not until he reaches adulthood. That membership permits a Local Authority to take the child away from it's parents should the Local Authority decide to do so. I am informed of one case where a Local Authority took four children away from their mother and the next day had to return one child as no Birth Certificate had been issued for that child and consequently, that child was not bound by the regulations of the Law Society.

The commercial organisation, the Law Society, along with the various associated commercial organisations collectively known as "the government" have produced thousands of regulations to control the people who are deemed to be members of that society. It was stated recently on the national news that some 7,000 additional regulations have been produced in the last thirteen years alone. It is a clear objective of the society to make most people believe that it's regulations are "the law" which they most certainly are not. Another objective is to make most people believe that only a lawyer can understand those regulations and their application. Those regulations are called "statutes" or "statutory instruments" and they only apply to member of that society or anyone else who chooses to be bound by those regulations. They have nothing whatsoever to do with the law as they are only for regulating the operations of the private society which created them.

While this is the actual, present situation in England today, I can fully understand that you are not aware of these facts as they are carefully concealed and a great deal of effort is put into misdirection aimed at convincing you that "statutes" are "the law" and that "statutes" apply to everyone rather than the reality which is that statutes are restricted to members of that particular society. News announcements call statutes "the law" which is either gross ignorance or deliberate falsehood. The same goes for the content of films, political speeches, government literature and the like. Whatever the motive, the result is the same with the falsehood being spread on a daily basis, day in, day out, week in, week out, month in, month out, year in, year out until most adults believe the lie without the slightest question.

Any member of any society can resign at any time. If you happen to wish to claim that anyone is a member of any society, then you need to show evidence of an application being made to join that society (made knowingly by an adult following full disclosure of all of the consequences of membership), evidence of acceptance of membership by an official of that society and evidence that the member has not subsequently resigned from that society.

I can fully understand that following many years of intensive conditioning aimed at making you believe that "statutes" are "the law", that you will find it difficult or impossible to grasp the reality of the situation. It is very difficult to accept that your parents, friends, relations, etc. were deceived. It is much more comfortable to brush the facts aside and pretend that they are just a wild "conspiracy theory" and not actually true.

So let me state again, there is no law which requires anyone to have a licence of any kind.

The "Mr Patrick Kelly" to which your letter is addressed, would be a legal 'person' corporation, created in or around the time of my birth by the Registrar of Births and Deaths, using the names Patrick, James and Kelly, supplied by my parents when they applied for a Birth Certificate. That did not happen as my parents did not make any such application and so, no such corporation as "Mr Patrick Kelly" was ever created by the issuing of a Birth Certificate at that time. If your records show that any such corporation exists, then your records are wrong.

I am not a member of any society, nor do I consent to be bound by the regulations of any society of which I am not a member. You can probably confirm that I am not a member, by checking the Electoral Register for my home address and seeing that there is no "Mr Patrick Kelly" listed.

I therefore request that you stop demanding that I pay you for a TV licence and that you cease making the false statement that the law requires the obtaining of a licence in order to watch television programmes.

Sincerely and without ill will, vexation or frivolity,

Patrick-James of the Kelly family

Without any acceptance of any liability whatsoever, and with all Indefeasible Rights reserved.

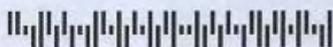
**The following document was then received:**



Mr P Kelly  
XXXXXXXXXXXX  
Red Lodge  
Bury St. Edmunds  
IP28 XXX

March 2011

TV Licence number  
**2975323738**



**Unlicensed property since**

31 December 2010

## FINAL NOTIFICATION:

### AN ENFORCEMENT VISIT IS BEING AUTHORISED.

Dear Mr Kelly,

Your TV Licence expired over two months ago. We have already let you know that:

- It is illegal to watch or record television programmes as they are being shown on TV at this address
- Your property is under investigation
- You risk severe penalties if you do not buy a TV Licence

As you have not replied to any of our letters, a visit to your address is now being authorised.

#### What to expect when you are visited.

When visiting your home, our Enforcement Officers will be polite and courteous at all times. They will show you proof of identity before investigating your property. If they find you are watching or recording TV illegally, you may be cautioned and your statement taken in accordance with the relevant criminal law. If this visit leads to prosecution\*, you may then face a court summons and a fine of up to £1,000 plus legal costs. If you continue watching TV, you will also have to pay for a TV Licence.

#### Avoid legal action by buying a licence.

To stop this investigation, please buy a licence or transfer it from your old address immediately:

#### You risk:

- Visit
- Court
- Fine of up to **£1,000**

- Visit [www.tvlicensing.co.uk/pay](http://www.tvlicensing.co.uk/pay)
- Call 0300 790 6062
- Or turn over for more payment options

Remember, you are not saving any money by delaying your payment: your new licence will still expire on 31 December 2011.

If you do not need a TV Licence, please let us know by visiting [www.tvlicensing.co.uk/noTV](http://www.tvlicensing.co.uk/noTV) or calling 0300 790 6062 and we will remove your details from this investigation.

Yours sincerely,

Paul Willars  
TV Licensing Enforcement Division

\*In Scotland, the Procurator Fiscal will decide whether or not to prosecute.

**To which the response was:**

XXXXXXXXXXXX,  
Red Lodge,  
Bury St Edmunds,  
Suffolk  
Near IP28 XXX

17th March 2011

Paul Willars,  
TV Licensing Enforcement Division,  
TV Licensing,  
Bristol,  
BS98 1TL

**NOTICE**

Your Ref: 2975323738

Dear Paul,

Your company gives the impression of being incredibly disorganised. Each letter received is from a different person, each appearing not to have bothered to read the previous correspondence. In this case, it appears that you have not read my letter to Carl Shimeild, dated 27th February 2011.

As "Mister" is not part of my name, I would appreciate it if you would address me by my name which is Patrick (or more fully, Patrick-James of the Kelly family). There is no "Mr P. Kelly" living at XXXXXXX, Red Lodge, Suffolk, nor has there ever been.

You state in your letter, which I return herewith, that "we have already let you know that ... it is illegal to watch or record television programmes at this address ...". That is not actually the case as you previously stated that it was "against the law" to do so. You are quite correct in saying that it is "illegal", not that it has the slightest relevance to me as I am not a member of the society which is bound by those regulations, nor do I consent to be bound by them.

You later state that actions will be "... in accordance with the relevant criminal law ..." drawing attention to the fact that you don't know the difference between the "law" and the "legal system" which for someone in your position constitutes Gross Negligence which is considered to equate to fraud. There is no law which requires anyone to request or pay for a licence of any kind and for you to allege that there is, also constitutes a fraudulent action.

You go on to say "you have not replied to any of our letters" which is completely untrue and again shows that you have not bothered to check on the relevant facts. This is my sixth letter to your company and you should have checked your correspondence file under your reference 504794.

In your letter you ask me to let you know if I do not need a TV licence. Let me again inform you formally, that I do not need a TV licence and so you should amend your records accordingly.

I also request that you stop demanding that I pay you for a TV licence and that you cease making the false statement that the law requires the obtaining of a licence in order to watch television programmes, as that is most definitely not the case and your stating that it is, is an offence.

You state in your letter that you are intending to send staff members to my home address. You do not have my permission to do so and any such visit will be deemed to be harassment as it has no reasonable basis.

Sincerely and without ill will, vexation or frivolity,

Patrick-James of the Kelly family

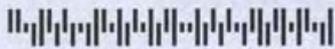
Without any acceptance of any liability whatsoever, and with all Indefeasible Rights reserved.

**I was expecting this one to go to court, but surprisingly, I then received this:**

49/72-017949/000062:001-A 56100  
Patrick-James  
14 Willoway Park  
Red Lodge  
Bury St. Edmunds  
IP28 8LA

 TV LICENSING

www.tvlicensing.co.uk



March 2011

Ref: 3472573091

## Thank you for getting in touch.

Dear Sir/Madam,

You recently let us know that you don't need a TV Licence. Our records have been updated and you won't receive any more letters from us for almost two years. We'll then get in touch to check whether your circumstances have changed. As many people move home or change their circumstances we're not able to put a permanent stop on letters.



[www.tvlicensing.co.uk](http://www.tvlicensing.co.uk)



0300 790 6128



No licence needed

**Please let us  
know if your  
circumstances  
change**

### **We may need a couple of minutes of your time.**

The law states that you must be covered by a TV Licence if you watch or record television programmes on any device, as they're being shown on TV. This includes TVs, computers, mobile phones, games consoles, digital boxes and DVD/VHS recorders.

As it's our duty to ensure that everyone in the UK who needs a licence has one, we may visit your home to check that no licence is required. It's unfortunately necessary to do this as, when we make contact on these visits, a quarter of people are found to need a TV Licence. Please be assured that this is a routine visit, and will take no more than a few minutes.

### **If your situation changes, please let us know.**

If you begin to watch television programmes as they're being shown on TV, you'll need to be covered by a TV Licence. You can buy one quickly and easily online at [www.tvlicensing.co.uk/pay](http://www.tvlicensing.co.uk/pay) or by calling us on 0300 790 6128 with your bank details ready.

Yours faithfully,

*Joanne Osborne*

Joanne Osborne  
Customer Services

NLN-CL-1EU-1106-10 NLNCO1

Please do not write below this line.

CSV/1/A/01/11/E Z216/NA/0047/1/01/01/0002723

It is not at all clear why they decided to call it a day – perhaps the economics of the situation. However, it appears that they will not be doing anything further for some time now.