DEFUSING THE DEBT BOMB

DEFUSING THE DEBT BOMB

Validation of Claim

An Observation Deck Publication

Contents

INTRODUCTION

This book is intended for information and educational purposes only, and does not provide legal advice. This book is designed to empower you to make informed choices about your finances, by making information available to you. One very important point; the information in this book is NOT a guarantee you will be successful , success depends on your tenacity and will to stand your ground, no amount of information, templates nor suggestions can ensure you will be on the winning side. If at first you don't succeed learn from your mistakes, tweak what you had done previously and try again. Remedy is about what works for YOU not what others have done. Every case is different and the information and templates herein act as a guide nothing more. You are the arbiter of your own success.

For the record, we encourage anyone who owes a verified bill, debt or statutory obligation to file the required forms. If there is a verified contractual obligation then one should keep those commitments. **The contract is the law**. We offer suggestions on how to verify the authority of any person or claim made against you, by anyone or any entity.

Can we afford to be so arrogant as to pretend we know something we don't know the knowing of which could transform our lives – Werner Erhard

Debt is the yoke by which we are all enslaved and the system of debt going back many years is designed exactly that way. It is no accident the whole banking system from its inception was and is destined to siphon your energy wealth accumulation into the hands of the financial elite.

In order to understand where you stand and deal with these debt collection agencies we must first comprehend how the agency itself got hold of your debt from the original lender. Interestingly Banks seldom sue directly, they offset the debt against tax then sell the debt to a DCA. The bank wouldn't ever want to be a party to the fraud, so maintain an "arm's length position".

Or put another way…… they don't want to be touched by the TAR BABY!!!!

Now for those who have read my previous two books in this area of freedom solutions you will already know the lender are not really lenders. And since the system has no real money to speak of all transactions are in fact debt, there is no credit in the banking system apart from what you and we inject into it with our signatures. In reality we are the source of all credit, without us they would have nothing, we are the bank they are the Bankers, they simply facilitate access to our credit. Remember always it's a debt based system so the big rewards are in holding, buying and selling of debt. Credit only exists to create debt.

Considering the current state of the world and the hardships everyone is suffering under the restrictions imposed by governments due to the alleged medical crisis, this book we feel has come at a time when it is really needed.

Some of you may already be aware of the things we will be discussing; others may have never come across these tools before. Whatever camp you're in we can assure you that unlike any other book that has come before, this one seeks not only to help you with removing the debt without a payment plan but recover any monies you have already paid.

It is that last aspect most, if not all, previous books make no mention of and your ability to claim back all that has been paid by you under false pretences to these parasites.

This book and the research within have taken me months to put together. During that journey we took note of all the letter templates floating around the net, the advice from those who had walked this path before and created what we feel is a rock-solid system designed to do nothing less than deal with debt and *take them down* for making fraudulent claims.

My advice at this stage is that if you have not read my first book "The Lien Machine" do so because that is parts of that system we will be using in the second half of this book to reclaim what you have already paid. My second book "Laws of Liberty" explains the fundamentals of contract laws and how they can be used to negotiate a settlement with anyone who has made a claim against you.

That does not mean you cannot use this book as a stand-alone, you can, but to understand the "big-picture" there is no substitute for a good overview.

One thing we need to make clear here is that we are NOT a legal advisor and cannot take on any individuals cases (we don't have the time anyway) so please be aware this book has been written for the curious, the truth seekers, researchers and those who have retained the ability to remain curious and question everything in our world. You can benefit from curiosity, it's a huge motivator but please, always remember all journeys taken are yours and yours alone. It really is the path least travelled. Any and all actions you take as a result of reading the contents of this book are incumbent on you and we claim no liability for any outcomes you may have.

Of course we have to say the above to keep the wolves from the door and trying to claim we our giving legal advice without a licence. But as many of you know by now we do not nor ever wish to have a “licence” since that makes me part of the legal fiction problem we are trying to remove from our lives. Licence: to legalise something that would otherwise be illegal.

Let me make the potential of this book clear; *Although we are dealing with DCA’s this by no means makes this publication limited to dealing with them. This book can and should be considered in all cases since the validation of ANY CLAIM can be asked for from anyone brining a claim against you or any property you own. Obviously you would change the specifics but the process remains the same and you should keep in mind the idea this book can act as a “blueprint” for any and all claims.*

The section we like to call the debt agency NUKE! Since most people think they have won if they stop the agency from collecting. When in reality they still owe you all the money you had previously paid them. (We show you how to get it ALL back later!)

And the final section which provides you with my very own templates designed to slam-dunk them into submission together with further templates and links to claim back what is actually owed TO YOU!

Now let me be perfectly clear at this stage, these people are parasites. They lie, cheat and steal from millions of us every year without any valid claim. And if you think I am being disingenuous, here is a link to a $31million fraud by the CEO’s of a debt agency, just so you know who and what sort of people we will be dealing with.

https://www.justice.gov/usao-sdny/pr/owner-and-ceo-debt-collection-company-sentenced-100-months-prison-orchestrating-31

And if that was not bad enough then be under no illusion what and who we are dealing with which is why I refer to these parasites as scumbags throughout our book:

https://www.consumerfinance.gov/about-us/newsroom/cfpb-orders-navy-federal-credit-union-pay-285-million-improper-debt-collection-actions/?fbclid=IwAR0E8ASZD0MWc1f2slWe9aFWbHeL-swRhBKp5V7t98q5-pGmdIYOYOsb52I

Now we hope you fully understand why we call these people scumbags of the highest order. Allow me to continue...Some have mentioned that we should charge an awful lot of money for the contents of this book since it has the potential of not only saving you monthly payments to fraudulent debt collectors but adds the nuke of grabbing back all previous payments which in many cases could be 10, 20 or even 100’s of thousands of pounds/dollars.

Well what would be the point?

Yes we could make a great profit but it is <u>not</u> about how much we can squeeze out of people that would make us as bad as the parasites we are trying to save you from. It is about giving you <u>equitable value</u> for your faith in our work, it is about keeping the price at a point which makes it available to <u>everyone</u> and justifies our time and sweat equity in creating everything you will need to free yourself from financial tyranny.

Of course you may have already realised the cost of this book is not about <u>paying</u> for something, it is about <u>investing</u> in something even more important than the contents, and that my friends is YOU. If you’re willing and committed to taking responsibility, conducting your own “due diligence” and committing to the self discipline to put your new found knowledge to work, then this book will provide the empowerment to get you started.

There is of course something else we want you to consider, once you have read and <u>experienced the results</u>…

You “could” start your own online business helping others with this information and get back your modest investment in your own self education. We will be creating an online master class for those who have purchased this book over the coming months (Starting in March/April 2021). The aim is to run through the contents in detail and help you with suggestions on how to help others and setting up your home-based business that could net you an honourable income. We our considering calling it “The Peoples Great Reset”:-)

Here is the good bit…

Once you have dealt with these parasites and claimed back your previous payments you will be in a financial position and will have gained sufficient experience to help others (don’t attempt it until you have won your own battle.) Note: You could lose a lot of friends and distance family members so tread carefully until you have your wings and competent in all the aspects.

When the student is ready, the teacher will appear… and not before!!!!

The master class will cover the book contents and explain where, how and what to charge for your help in debt matters and stick to what you know and have already done yourself. Now considering the current push by all governments to “work from home” you lucky people will now have the opportunity to do just that and make an honourable living out of helping others.

YOU WILL BE A DEBT AGENCY NINJA!

Now what do you think a home business like that would be worth to you?

More to the point what do you think a fair and equitable price would be to help you set that up?

Well we know some charge $500 to a few $1,000's for a ready made home-based business. We also know the "franchise" approach leaves many out on a limb with huge costs for "marketing material."

Many more have complained they did not receive enough "education" prior to starting their own small home-based-business. Which is why we strongly recommend BEFORE you do anything of this kind your "education" is not only the contents of this book but also your due-diligence in working the process for yourself, gaining the confidence in what YOU have done prior to helping others.

Once you have had any type of "win" you may feel confident enough in your own mind to "coach" others or deal with the documents for them. How you support your clients is up to you and of course your fees will reflect that level of support.

The Master Class will be priced at $250 which if you have already gained any wins from the contents of this book will be a drop in the ocean and the possibility to have learnt new and valuable knowledge to help others, thus gaining you an honourable income in the coming years.

Remember: Debt is BIG BUSINESS and so is helping others to REMOVE IT.

And if you think you have no experience to set up a website/page no problem we cover that in the master class.

So, with that being said it leaves us to thank you for purchasing our latest book and we hope you get as much out of it as you can and it leads to a life free from debts from agencies who in the main have no valid claim against you and never did.

We'll see you on the inside…

HOW TO USE THIS BOOK

We know it seems like an obvious opener but just reading this book is not the only point of this publication. It is your manual to deal with DCA’s on a global scale. We have included our two largest reading and viewing audiences in the laws and questions you will read later; that of the UK and the USA.

We wanted to make sure the information we have collected and created reaches the largest amount of people in order to support what we hope will be an ever growing movement of self-empowerment in the most practical way possible.

When you get into the meat of this book we have attempted to break down every possible area for your full overstanding and encourage a growing sense of confidence that you can deal with any and all financial trespass upon you.

The three Notices which have been created for this publication do have it’s genesis within existing works you can find if you look hard enough around the internet. However we have taken them and added so much more as to leave no stone unturned and hopefully teach you as to how and why we have done what we have.

Each step of the process is broken down into detail that we have yet to see explained fully anywhere else, and we do mean detail. The reason we have done this is from the experience we have gained from our previous publications and the subsequent questions that arose from them. We feel we could have done more but in our defence we too were learning and can be forgiven in part for omitting what we now look back on as fundamental questions and clarity that should have been included.

This book seeks to remedy those mistakes and leave you with very little left to chance. Each letter within the process is deconstructed and explained in detail as to what, why and how it has been included. We give you definitions of the most obvious, explanations of the not so obvious and reasons why we use certain terms when crafting our documents.

After you have read the next section we will go into an overview of the whole process to make it clear what and when you do what needs to be done. In this respect you will (we hope) be left with a full understanding of the whole system and left with few if any questions.

A BRIEF HISTORY OF YOUR MONEY

The mood is now changing, and people are finally waking up. The worldwide Occupy Movement and the huge demonstrations around the world are reflecting this. Now is the time. We have to be brave and make some difficult decisions, and take back our power from the corrupt institutions of government and banking, both as individuals and as nations so what better place to start by taking down the DCA's.

It's fundamental you recognise there are two forms of "real value" left in this world today; everything else is nothing more than IOU's.

The first is what is called "Sweat Equity" that is your ability to produce things from the energy you have as a living being by your own physical effort or involvement. It does not matter if a computer or mechanical system creates the product even on a productions line because in order to understand sweat equity, you have to reverse engineer the whole concept of how the production line was created, all with mental and physical sweat equity of the people !

The second form of real value is natural resources, emphasis on the word "natural" in other words no corporation created anything other than the ability to trade our sweat equity by exploiting those natural resources.

The connection is obvious to your money, my money and all money.

Nothing in this capitalist system is created without the above two basic "energies" NOTHING!

So how do we get to the money side of things?

Over the years another insidious system emerged, that of "banking". The financial sector produces absolutely NOTHING but make obscene profit for the few and debt for the many.

It hides behind the idea is it a "service" system when in reality it is nothing more than a debt based system created to convert our sweat equity and everything produced from natural resources into the pockets of the super-rich.

We are not going to waste time going back over the removal of a gold-backed system into the BoE and the FED fiat currency con, perpetrated upon us all in the 1930's. which was just another "financial reset" dating even further back in history. Suffice to say throughout banking history these resets have eroded our sweat equity and resources down to almost nothing and left us, “the people” with debts that should not exist.

To counter our sweat equity and natural resources the bankers came up with two of their own financial weapons to counter and steal our natural wealth.

The first is INTEREST

The second is PROFIT (Out of thin air)

Combined these weapons to produce DEBT!

In fact individually they both produce debt but the most evil of them is interest (tax) on your sweat equity.

The reason we are explaining all this is to give grounding for why the solutions we will talk about later have the power they have so please don’t try and jump to what you think is “the best bit” it is all the best bit (of course we would say that) but please don’t skip anything since for those who may wish to help others through the master class home based business will need this background knowledge to fully appreciate the process and not be put off by the BS the DCA’s will attempt to give you.

So how does a bank turn your sweat equity into interest and profit for THEM?

Easy; The **<u>only</u>** thing that transfers your value is your <u>signature on a contract</u> and this is where the lies start. Agreements entered into for mortgages, car loans and credit cards, none of these “agreements” are actually what they say they are. In fact they are ALL contracts and in effect “Promissory notes” WHICH YOU CREATED. But more than that they are “Trust’s.” and that’s important to comprehend as it creates a fiduciary obligation but more on that later.

The whole system is rigged against us and as we have already stated there is no actual value or equity left in the system, everything is nothing more than Promissory notes which are a fancy word for an IOU!

NOTHING EVER GETS “PAID!” in fact it’s impossible to ever pay a debt in the current system as there is no substance with which to pay and even if there were, they can’t accept it. In the same way you can’t exchange your Fiat money at the bank for money of substance i.e. Gold, Silver or other precious metal, equally you can’t pay into the bank in money of substance either. This should be telling you something. It’s all just monopoly money or at best labour tokens. It’s a wholly owed money system which they have a monopoly on! It’s simply a means of converting your sweat effort (labour) into a commodity that can be converted into something else. A person can't be taxed on his or her labour but is taxed on their "income" in money. Hence the term "Income Tax."

Take a close look at the image below and note the claim on the banknote:

Make close examination of the wording just below the "Bank of England" which reads…

"We promise to pay the bearer on demand the sum of twenty pounds"

At this juncture it might be worth clarifying an few important distinction:

Money of Exchange-v-Money of Account. Put simply, money of exchange is the nearest thing to real money in that if one person owes money to another then that's a real debt and requires money of exchange to settle. Money of account is just a system of accounting to maintain an account. Let's get the legal definition:

" **Money proper** or actual **money** (of exchange) is the **money** which is in circulation in a country. It is the medium of exchange and means of payment... **Money of account** is that in which **accounts** are maintained. Prices of goods and services, general purchasing power, debts, etc. are all expressed in terms of **money of account"**

So just to further clarify, when Dad lends you £20.00 to him its real value and it's a real debt, "man to man" so to speak and should be repaid. If you don't, Dad is out of pocket. However, the money generated at the bank by way of a loan was created on a computer and made available on your account. Unlike Dad, no one is out of pocket and there is no real debt.

At this point it's really a great investment and worth your time to invest in a good law dictionary and read a few pages each day. A few words worth researching to get you started: Inchoate Instrument, Tender, Settlement, Payment, Payee, Payor, etc Mortgagee or Mortgagor…. Which are you?

We can't stress enough how important it is to know the positions we hold and basic legal terminology. It's also quite empowering when you realise how ignorant we must appear until we start learning and getting better acquainted with readily available resources on the internet and affordable books you can hold and keep close by for easy reference.

We also highly recommend study of the **Bills of Exchange** 1882 which is not the easiest of reads but if you can just get the basics it will be invaluable as it's probably the most important legislation that affects our everyday lives yet so few of us even know it's the foundation of pretty much all transactions.

It is now obvious that each and every "note" is a "Promissory note" (an IOU) because you did not actually "pay" anything, you just promised to pay. It should be clear to you now there is no value in the system, we are all trading under bankruptcy status and have done since the 1930's. It's Ironic when you think about it, how can a bankrupt entity bring a claim when in reality all entities are themselves bankrupt.

The whole economy of the western world is simply exchanging one IOU for another and as we have stated the ONLY value left in the system is our sweat equity and the natural resources.

The idea that banks "lend" you anything of value is a complete fabrication, lies and a massive fraud. But it goes much deeper.

When you sign any contract, agreement or document, you are in fact creating your own promissory note. For those of you who are new to all this, yes we can and many do, create promissory notes which under the Bills of Exchange 1882 is PERFECTLY LEGAL!" (But that is another story for another day)

Don't worry, we will be writing another book early later this year on the truth behind promissory notes with templates and remedy if the bank refuse to take them...Moving on.

It should be perfectly clear by now the banks or lending organisations do NOT lend you anything, they lie, cheat and steal the only wealth available to them based on your signature which turns a useless sheet of paper into a valuable promissory note (PN).

So here is an example of a typical "transaction."

You walk into a bank and ask for a loan to buy a car, say $30,000 (cheap car)

The bank gets you to fill out an application and the loan gets approved.

You then fill out the loan agreement..Now stop there!

That "loan agreement" is <u>in fact a promissory note</u> and becomes as such when you put your signature on the document! It is also the basis for a trust, with you as the Grantor/Settlor, the bank as the trustee and you as the beneficiary. (Grantor in USA and Settlor in UK)

Oh and just to make things especially difficult for you and solid for them (the bank) it also (usually) contains a clause that give them power of attorney (POA) over your affairs. This allows them to do what they like with that $30,000 YOU JUST GAVE THEM!

For those of you not familiar with the "Bait-n-switch" please take a look at my video on exactly how this is done in detail: https://youtu.be/1J57O4HTQMk

In reality YOU DEPOSITED $30,000 with the bank. The bank then gave you it back at interest (remember that) and you agreed to pay the bank back over the next 5 years with interest on the "loan" they <u>say</u> they gave you.

If you thought that was bad, the bank does not stop double-dealing there. Because you gave them POA the bank sells that "bond" in the securities market, sometimes over and over again using fractional banking methods. So in effect they can make as much as $100,000 + on that single PN you created with your sweat equity signature. They are banking on the future payments you will make over the duration of the loan when they risked nothing!

This is fraud on a scale we can never imagine and goes on all over the world. If you add the interest payments you are now making to everyone else's interest they are paying, you can begin to see why this is a debt creation system rather than an equitable zero-rated system of barter can only go in one negative direction. Hence the expression "Money as Debt"

The banks do not and cannot pluck money from air, they need us to create the value with the only thing available to them and use double-entry-booking keeping hiding the fact they conned you into thinking they gave you anything. A Loan is simply a way to "obligate" your FUTURE sweat equity.

This is a rigged system and no "honest" government would put up with this BS and certainly would not ask a third party to produce the currency that we all use to make our daily transactions and then allow them to add interest.

Now let me upscale the bank loan con to the national and international levels and you will understand how pervasive this debt ridden slave system is really like. Here in our explanation we may interchange between both USA and UK but it's all the same system, in fact any country with a Central (or Rothschild) bank is in the same game. That's pretty much the whole World. In fact there are only THREE countries remaining not under the Rothschild banking system. https://steemit.com/money/@sajeelahmad/three-countries-without-a-rothschild-central-bank

Perhaps now you can see how all these Wars in recent years has been a banking takeover of that country, hence "all wars are banker wars".

https://www.youtube.com/watch?v=5hfEBupAeo4 This is a great explanation

Let's say the person going into the bank for a loan is a representative of a whole nation. They popped into the central bank or the Federal Reserve and asked for a trillion dollar loan. Now rather than fill in an application or a contract on a national scale the government print "government bonds" in the form of massive face value promissory notes (bonds.)

The central banks (or IMF) take these bonds at face value and in return give the government fiat currency dollars, BUT they add INTEREST. This is what you see at the end of the MSM "news reports" when they mention the average national interest rate.

Any "interest" automatically creates debt.

If you took note of how the individual gets an *alleged* loan you can now imagine what this looks like on the scale of a nation from the central banks or the FED.

So how is a nation put into debt?

Easy really, those government bonds with "no debt" attached to them is given to the FEDERAL RESERVE or BANK of ENGLAND who then create the cash out of thin air. They literally print paper at very little cost save for ink and paper. Then they attach "interest" to be paid on that created money which in turn is levied on all citizens via taxation and thus national debt is created.

Even a cursory look at this corrupt system one can see where the con is. Why does any government choose to include a third party who adds interest to swap government bonds for paper fiat money?

Why can't governments simply cut out the third party since they add nothing but debt to us and massive profits to them for being nothing more than a print-shop? Obviously you now know why so many ex-bankers are in places of powerful positions within every government.

Banks are no more than third-party interlopers between you and the person you wish to buy a product or service from who charge interest for doing nothing, producing nothing and conning you out of your sweat equity. This is scaled up to national and international banking loans to create the world debt/slave system.

You may well be asking, well how does the Merchant get paid? After all, the Car dealer must have had something he recognises as money or he wouldn’t release the car to you. That’s where the really clever trick occurs, you deposit the money at the bank or agree to a loan which they then accept as a gift and the merchant is paid by adding to the national debt.

The word deposit is interesting. Especially when out of ignorance you use general deposit by default. By depositing at the bank you effectively gift those funds to the bank. That why business accounts are different to personal.

Perhaps it can be best explain in this example: Say you bank on Friday a £1000 then over the weekend you see a bargain and agree to return Monday with the cash. You go to the bank to draw out the cash but in reality they have pocketed your Friday deposit and now on Monday they allow you to access your credit to draw the £1,000. This new money is now added to the national debt mountain. This is money of account. Now from what we learned earlier, Money of exchange would be as if you missed paying into the bank on Friday and retained the cash to transact for the bargain you found. This is why closed money systems were used in the past like the Bradbury Pound.

Any child knows that if you put 10 marbles in a bag, you can only get 10 marbles out. No amount of searching will produce the 11th marble– it doesn't exist. But it's exactly what the banks do. Like musical chairs, when everyone is standing up, a chair is removed, and when the music stops someone is going to end up bankrupt. Banks create the money they need as necessary, with a few clicks of a computer keyboard, but then charge us interest. Two things have to happen as a result of this.

1. The money supply has to be continually and exponentially inflated

2. Individuals, companies – and, of course, countries – end up on the floor and default. That the economy will eventually collapse is a mathematical certainty. Like any ponzi scheme, it has to sooner or later.

Now can you see why all this talk about “The Great Reset” is being had?

Every time you place your signature on anything during a transaction you create a PN that includes every credit card transaction (just so you know.) You have also set up a “trust” account with you as the beneficiary! (But they won’t tell you that.)

Incidentally, it must now be obvious that the bank never lend you either their money or that of their investors/savers. The reason is it’s in the Banking Charter as part of Banking law, so ask yourself then…….

“What are they lending me if it’s not the Banks own money or that of their savers and investors?

It stands to reason then it must be YOU, you are the “source of the credit”. Your signature is the money, so be careful how you use it!

The banks have what is known as a fiduciary duty. Fiduciary duty is all about loyalty, transparency and good faith. Solicitor-Client Doctor-Patient etc. So it should now be clear they are NOT fulfilling that duty since they are not acting with full disclosure and good faith.

So why the background?

You now know the very basic’s of how the banks transfer the value of your sweat equity and that of a nation into their coffers by hiding the sordid details of the fraud. And let us not forget that every government is in on the fraud and for what we will discuss later is important to remember.

For us to get remedy in a totally corrupt system is naive at best and stupid in the worst scenario which why we decided to take the matter into our own hands in producing this book.

That said we need to ensure you have a clearly understand your success will depend on your comprehension, competency and self-belief.

If your belief and subject knowledge in what you are doing is not sufficient you will fail… It’s important to start at A and progress through B,C,D,E, etc don’t ever jump until you feel intuitively you have a full comprehension and you have each step in the process figured out.

Obtaining this book is the first investment, the second is committing time to the most diligent study of both the contents of this book and by you own personal research where you feel necessary outside the scope of this book.

Perhaps unplug the TV and use the time to grow your knowledge and comprehension of both this subject and perhaps the bigger picture. Just be sure when using the internet to validate for yourself as there is a lot of miss information circulating and designed to keep you in the wheel of confusion.

Knowing all this is important since it gives you a solid basis for when you will later ask for two important details, which appear on the first letter you're going to use to stop these parasites in their tracks.

This first is we now know we have been conned and it is our signature that created the value of the loan, in fact it is we who are the creditors NOT the debtors. Now you know that one of the questions becomes clear…

SHOW ME THE FULL ACCOUNTING!

In other words how did YOU (the bank or DCA) make/get the money you say you gave me? Did that money exist prior to me signing that agreement? (Of course not) That's not the question btw we were emphasising what it means and why you are going to be asking it.

The second question will be connected to the laws of contract which is…

Where was the FULL-DISCLOSURE?

Without full-disclosure the contract is void under ANY contract laws.

Don't worry all these and more questions have already been done for you and are on the templates at the end of this book.

We know there is much more that could be covered in the banking/money side of things but for the purpose of this book the overview you have is enough to help move you forward. And of course there are many other publications that go into much more detail should you wish to do so.

But for now your overstanding in this area is sufficient and we hope we have explained it in simple to understand terms for you to move onto the next section which gives you a high level overview of the process itself.

THE PROCESS IN A NUTSHELL

In our previous books there was some confusion over what to do and when to do it. There were further questions over the differences between the documents asking for a validation of claim, and an affidavit. This is why this section has been written, to give you an overview of the process and the subtle differences we should be able to fully understand.

First off, let us assume you have got a demand to pay a debt from Mr. scumbag. (Who is currently praying to Satan you have not read this book:-)

Take a close look at the claim, note the “account number” and who sent you the demand and any other relevant details.

Now you are going to send the first of three notices (in date order) back to Mr. Scumbag. (Do not use this title in your communications;)

PLEASE REMEMBER TO GO TO THE POST OFFICE and use the on line “Track & Trace” facility and CAPTURE/PRINT THE CONFIRMATION OF DELIVERY and the RECEIVING PERSONS DETAILS.

The process begins when you send out your First Notice. You then wait the appropriate time as mentioned in Notice one, then send Notice two.

You will ignore any and all attempts by Mr. Scumbag to contract with you and you will NOT speak to them over the phone (It’s in notice one.)You will then send them the third and final Notice of “Round-One”.

We call this round one because we do not want you to get mixed up with round two of the following three documents. Now by this time all but a few of Mr. Scumbags would have given up and you’re done (so they think) but you’re not finished with them by a long chalk!

You may have gotten to the point where they have released the claim on you, so well done but let’s be practical here, many will not so what do you do next?

Now comes “**Round Two**” of your continued claim against Mr. Scumbag. Up until now you have been sending a series of “conditional acceptances” NOT an affidavit. This now forms the three strike process your about to embark on. (We will explain why the three strikes are used later; yes we give you that much detail)

Affidavit one (of Round two) is the listing of your previous conditional acceptances and their failure to settle the matter in a lawful manner. Don't worry it is all explained in detail later in this book. Now you wait the stipulated period of time. Don't worry if you're still getting letters from them, keep going.

Affidavit Two is the result of sending the first affidavit and if they are able to prove any of your points or reply to any of your questions. Affidavit two is created out of those things you included minus what they were able to rebut in substance. (Which in most if not all cases will be ZERO!)

*For those who are not familiar with the affidavit allow me to explain. An affidavit is very powerful, it's basically you making a statement but interestingly **only the living wo/man can write an affidavit** whereas a Company can't. It's perhaps possible for an employee of a company to do an affidavit but it's highly unlikely as they would render themselves personally liable and even if they do, they have to respond "point by point" and it's almost impossible for them as they are caught in the big lie and will then take full liability for that claim.*

You might see this as an arrow you can fire into them when they can't fire back. Once served on the other side, and an Affidavit stands as Truth in Law/commerce. The fact it was sent through the post is not just a confirmation of delivery but also acts as a witness to your process.
OK, back to the schedule…

YOU DO NOT HAVE TO SEND THAT SECOND AFFIDAVIT TO THEM!

But you can if you wish just to be honourable informing them this is the final document before you get it witnessed and notarised for a lien later.

You will notice how we are stacking up all the cards as we go. Now move to:

Affidavit Three: Which cites everything you have done to date, including the previous two affidavits. This is taken to a notary public complete with two witness signatures, stamped and becomes "Truth in law" Three strikes and they are out!

The only other document left to fill in is what is known as a "Certificate of default" (More on this later.) But in essence it is a synopsis of what you have done. If it goes as far as court this is the abbreviated version the judge will read to save time. You will of course have filed all the other documents and exhibits to back this certificate up but that is really what this is used for.

Included in each affidavit is their opportunity to cure or in plain language your settlement conditions, which let's be honest they will never agree to since it requires them to pay YOU money and not the other way around.

You now have in your possession "The keys to the kingdom" But wait! You're not going to use them just yet.

You are now going to send a "Notice before Action" for the commencement of court proceedings if they do not agree to your terms. This will make even the most die-hard of Mr. Scumbags take a serious look in the mirror, then in the Scumbag & Co's bank account. Remember if you start this you must be prepared to continue otherwise you are a paper tiger and any credibility you had is lost.

You will, should you take them to court, times your claim by **4 times** the claimed amount. Be warned though the judge will have final say on this in the UK and does have precedence in some circumstances as seen here (UK)

https://forums.landlordzone.co.uk/forum/residential-letting-questions/73907-deposit-protection-court-case-won-against-landlord

Additionally in the USA, it is down to the judgement or to the judge to determine the increase if the claim against you was knowingly, deliberately and wilfully conducted in a known fraud. The case precedence for this (USA) can be found here:

In both cases above concerning the cost amount increase use your own discretion and don't get greedy, if you do the judge will soon put you straight I can assure you.

https://finance.zacks.com/treble-damages-awarded-8821.html

You will then add all your costs and any other financial claims you have endured and created in an accountable listing of what made up your total amount now due in 7 days. DO NOT FORGET TO INCLUDE ALL PREVIOUS MONEY MR. SCUMBAG HAS TAKEN FROM YOU OVER THE YEARS! The judge will look at your accounting so don't be foolish.

You now have all the evidence to place before a judge who should issue you with a judgement. You have now got two real options because the three strike rule means they have already lost!

Option one: They will attempt an out of court settlement. If this is acceptable to you then make your own mind up. (This will almost certainly include a non-disclosure agreement) which is why you never hear of this type of win on social media.

Option two: You do not accept the settlement and proceed with the claim. If you have given every attention to the detail the judge will find in your favour but nothing is ever 100%

Now if you have got this far and we have no doubt if you have followed all the suggestions, there is another somewhat ***hidden option*** Mr. Scumbag rather you did not know about.

Once you get that public notary stamp on your final affidavit and you do not wish to go to court for whatever reason since we know some get a little nervous, no need to worry. We are going to show you something that no other book has ever revealed or maybe had not even thought of…

We call it THE NUKE!

We are going to show you how to switch the final affidavit into a type of FINANCIAL INSTRUMENT! Not only that but when used guess who the debtor is going to be...Yes! Our good old MR. SCUMBAG! And there is nothing he can do about it:-) It is the LAW!:-)

So there you have the process and you should now know the difference between a conditional acceptance and an affidavit. Moreover, you have a good overview of what's in store and the steps to clarify the elimination of all the Mr. Scumbags in the world.

In the next section we discuss briefly who we are dealing with, or more to the point the mindset of what we are challenging...

SHARKS AND SCUMBAGS

The great part about writing our own books is we get to say what we like how we like and call a spade and spade. DCA's are nothing more than bottom feeding scumbags preying on the financially defenceless to extract what little they have left in the world.

They do not care about you having to feed your family in any economic climate, they do not care if you lose your homes, health or property of any description. It is a construct designed for the sole purpose of legalised theft. Therefore in our book if you are dealing with that sort of personality we can only describe them a scum.

If we have offended anyone by those words, you are reading the wrong book!

So what role do these people play in adding to the pressures of life?

We have taken a section from a pdf we read many years ago to best describe what that is since there is no point in me trying to re-invent the wheel…

We realized the debt collectors buy debts for less than 10c in the dollar and that's after the bank writes the debt off against Tax. We also found out that under The Bills of Exchange Act 1882, the debt collector is actually paying off our debt when they buy it. See - Law of property Act 1925 S 136

We also realized how debt collectors trick us into contracts with them, by asking us how much we could afford to pay. When you agree to one pound or one dollar a month, which is a bit ridiculous as it obviously costs more to administrate BUT they now have a contract with you, where previously none existed. That's why they always record the phone calls. This is terribly important, not to inadvertently contract and why it's important to carefully study the historic documents to check how you are contractually obligated..

NEVER, EVER TALK OR NEGOTIATE OVER THE PHONE!

1) The first time they phone up, explain to them that:

We wish to deal with this matter in writing and we **do not** give your organization permission to contact me by telephone, or by any other means. Should you do so, we must warn you that the calls could constitute 'harassment' and we may take action under Section (1) and (2) of the Protection from Harassment Act 1997 and the Administration of Justice Act

1970 S.40, which makes it a Criminal Offence for a creditor or a creditor's agent to make demands (for money), which are aimed at causing 'alarm, distress, threats of any consequences without basis or humiliation', because of their frequency or manner. *(This is the UK version) for your area of the world just look up harassment laws and insert the appropriate citation)*

If you live in the USA: Harassment in the second degree is a violation.
S 240.30 Aggravated harassment in the second degree.

A person is guilty of aggravated harassment in the second degree when, with intent to harass, annoy, threaten or alarm another person, he or she:

Either (a) communicates with a person, anonymously or otherwise, by telephone, or by telegraph, mail or any other form of written communication, in a manner likely to cause annoyance or alarm; or (b) causes a communication to be initiated by mechanical or electronic means or otherwise with a person, anonymously or otherwise, by telephone, or by telegraph, mail or any other form of written communication, in a manner likely to cause annoyance or alarm; or makes a telephone call, whether or not a conversation ensues, with no purpose of legitimate communication.

From the eBook by Mary Elizabeth Croft, "*How I Clobbered every Cash Confiscatory Bureaucrat*".

She explained that fractional reserve banking is basically fraud, as the banks do not have the money they lend us. A bank only needs a small fraction of the money it actually "lends" us, but that's not lending – it is creating money out of thin air. If a bank holds $1,000, it can legally create 9 times (but in some instances as much as 64 times) that amount and charge interest on it under what is called Fraction Reserve Banking.

Mary suggested sending the debt collectors letters but today we use Notices as letters can be ignored – if you don't tell them to "Take Notice", then they won't LOL!!!) The objective is a list of questions, which if they couldn't answer, would render the debt void. We couldn't find templates for the Notices to send these companies, so we created our own with the new found overstanding you will see at the end of this book.

Any of the questions you will be sending that <u>cannot</u> be answered **"in substance"** which means with documented irrefutable evidence accepted in a court of law cannot and will not be accepted. This basically means they CANNOT just "say" you owe them money or "well we have your debt on our books" or any other such "hearsay" claims...none of which is acceptable and cannot be enforced or used to validate a claim.

We now know the debt agencies buy the debt from the banks hoping to find as many "suckers" as possible to pay them back the full amount. So here is where my advice on reading my previous book "Laws of Liberty" comes in. It tells you about the basics of contract laws which every debt agency in the context of this book MUST ADHERE TO.

Don't worry if you have not read it, as we said this book is a stand-alone toolbox.

So here is what you really need to know as the basis for dealing with these scumbags.

We are going to request (apart from other things) the following details

1. Validation of the debt (the actual accounting)

2. Verification of their claim against you (a sworn affidavit or even just a signed invoice, it has to be signed by a human, not a fiction! (Corporation)

3. A copy of the contract binding both parties (Novation). Actually this one we have added. A deed of novation as you will see later, which is a three-party agreement which they should have if the claim was valid but never do. The tri-party agreement is between the bank, you and the DCA. See link below for a more detailed explanation of novation.

https://simply-docs.co.uk/Ancillary-Loan-Document-Templates/Notice-and-Acknowledgement-of-Assignment

We write that we would be willing to pay any financial obligation we might lawfully owe as soon as we received these documents. The banks can't validate the debt because they never sustained a loss.

They can't produce a copy of the contract because one doesn't exist. What exists is an unenforceable, unilateral contract. What the banks and DCA's refer to as 'your contract with us' is not a valid bilateral agreement since the four requirements of a lawful, binding contract were not met on the original credit card/loan 'application' nor in any document sold to the DCA's by the banks when your alleged debt was transferred without your permission to the collection agency.

Remember we mentioned about contract law, well here is the very basics...

1. Full Disclosure (we are not told that we are creating the credit with our signature)

2. Equal Consideration (they bring nothing to the table, hence they have nothing to lose)

3. Lawful Terms and Conditions (they are based upon fraud)

4. Signatures of the Parties/ Meeting of the Minds (corporations can't sign because they have no right, or mind, to contract as they are legal fictions). Credit cards/loans are win/win for the banks and lose/lose for everyone else – it is the slickest con game on the planet.

I want you to get this absolutely clear in your mind. No matter where you live, who you are dealing with and in what context the contract is being created there are fundamental laws in place that makes or breaks a contract. It is imperative we as truth-seekers and what I like to think of as the noble pioneers of equity must fully comprehend. In that regard when dealing with any and all "contracts" (Trusts) you know what and where the DCA's have done (or not) in their dealings with you. Below is a list of what makes a contract "VOID."

A CONTRACT IS WHOLLY VOID:

1. Where a contract has but a single object, and such object is unlawful, whether in whole or in part, or wholly impossible of performance, or so vaguely expressed as to be wholly unascertainable, the entire contract is void.

2. If any part of single consideration for one or more objects, or of several considerations for a single object, is unlawful, the entire contract is void.

3. A condition in a contract, the fulfilment of which is impossible or unlawful, within the meaning of the article on the object of contracts, or which is repugnant to the nature of the interest created by the contract, is void.

4. A contract must be so interpreted as to give effect to the mutual intention of the parties as it existed at the time of contracting, so far as the same is ascertainable and lawful.

5. All contracts, which have for their object, directly or indirectly, to exempt anyone from responsibility for his own fraud, or wilful injury to the person or property of another, or violation of law, whether wilful or negligent, are against the essence of the law. (DCA's *cannot* claim they have no liability)

6. Fraudulent deceit - One, who wilfully deceives another with intent to induce him to alter his position to his injury or risk, is liable for any damage, which he thereby suffers. (Every Mr. Scumbag in the world)

IMPORTANT FACT: A major Achilles heel of the system is that it is founded on lies, deceit, concealment of material fact, misrepresentation, duress, menace, fraud, undue influence, mistake, absence of valuable consideration, and no free mutual consent (i.e., the absence of essentially every required element for the existence of a valid contract).

In short, the alleged presumption of an existing contract is a lie–no contract exists, based on the absence of true agreement derived from full disclosure of all terms and conditions (i.e., no mutual understanding by all involved parties of everything with which the parties are allegedly agreeing).

ACTIONS: Those who face this problem must rebut the rebuttable presumption of the presumed contractual nexus that places us in such dire straits by an affirmative act (i.e., not denial and argument which constitutes traversing).

In commerce and the law the reality is your creating a <u>court of record</u>. Proper commercial paperwork is done by affidavit sworn TRUE, CORRECT AND COMPLETE, and sets forth who owes whom what, on what basis, and who is taking liability/responsibility for every bookkeeping entry, claim, charge, accusation, and anything asserted that might in any way affect the life of someone else.

Even at this point in the book you can begin to see what a powerful position we are in and yet look at all the victims around the world that suffer from being hounded by these scumbags fraudulently saying they have a valid claim.

We cannot emphasise the importance of international law on contracts enough. This applies to ALL situations and without a valid contract there is NO CLAIM, without FULL DISCLOSURE and/or any of the above points there is no contract!

The courts, banks, DCA's literally trick us into contracting with them in order for us to slit our *own* throats by breaching the terms and conditions of the contract. This is WHY we are asked if we will 'swear'. We have an option; we are not required to tell the truth unless we swear we will – we enter into a contract with someone and agree to tell the truth. The sole purpose of that question is to get us to contract.

They have NO jurisdiction until we contract. As long as we do not contract with them – and <u>no law can compel anyone to contract</u> – we can remain free. We have the right to contract and... the right *not* to contract. All they do is go along with us. They have no commercial energy of their own – they rely on us to give it to them. All law is commerce; all commerce is contract; no contract – no case & NO CLAIM!

It is for this reason we do not have protracted conversation with DCA's over the phone (they are trying to trick you into joiner/contract) This is the reason we ask them to produce the contract, which they cannot.

In the next section you get a crash course in the area of contract, see you there.

CRASH COURSE IN CONTRACT LAW

All Law is Contract; Every Interchange between People is Contract;
All Commerce is Contract; Contract Makes the Law

***Remember, anything that requires your signature, or a swearing thereto in order to give it application, is not law, but a contract.* – Ron Branson (J.A.we.L. – Judicial Accountability Initiative Law)**

At common law, these eight elements are essential to the creation of a contract: offer, acceptance, intention, sufficient and equal consideration, mental and lawful capacity to contract, legality of purpose, genuine consent (knowingly, willingly, and voluntarily), certainty of terms and conditions.

You are usually tricked into contracting. We heard of a woman who was charged with writing 'bad cheques' and prior to sentencing was asked by the judge if she had anything to say. This is called, 'allocution' and is the time for the 'defendant' to say what's so. Unfortunately, most defendants fail to take advantage of this opportunity to set the record straight. She, however, told the judge, "With all due respect, we do not accept your sentence." The judge then said, "We sentence you to 25 years." Again she said, "We do not accept your sentence." He called both attorneys, who were now visibly irate, to come forward.

Now let me simplify a contract again just to drive home why we ask (later) what we ask for: For a contract to form, three main elements must be present: there must be an **offer**, an **acceptance** of that **offer,** and most important something called **consideration** - something of **benefit** or **value** for all the parties involved in, or privy to, the contract.

The judge then asked, "Well, Ms. X would you think it kind of the court to sentence you to only 10 years?"

Again she said she would not accept his sentence. The judge's final words, to the dismay of the attorneys, were, "we hereby dismiss this case and all charges are dropped." He couldn't do anything without her agreement. This is the power of contracts.

Returning for a moment to the financial aspects this book I hope to explain in a way that everyone will understand a quick look at the claim banks make on a daily basis under the fraud of you allegedly writing bad cheques.

Remember each cheque you write is in fact a promissory note in a system without actual "value for money"

It is impossible to write a 'bad cheque'; there is no such thing. If it has a date, a payee, a $$$ amount, and an autograph it is a lawful commercial instrument because the funds are created by those four requirements. (Promissory note) You would do well if you get this bullshit from banks to ask for the full accounting of this claimed debt and ask them to explain that you (Under the Bills of Exchange) have written a promissory note (not a bad cheque) since there can be no such thing.

If it is kept by the corporate entity to which one has specified 'credit/pay to the order of', then it is clearly being used as such. Don't let anyone tell you that you wrote a 'bad cheque'. Sure, there might not have been debt funds in the account to cover it yet that doesn't mean that the private side hasn't been accessed.

In fact, you can be certain that it has been if it weren't returned to you and if it has been returned then keep in mind that a debt/ legal tender (payment) offered in honour (in good faith) and refused, is a debt discharged. There is no commercial crime here except on the part of the entity trying to charge you with 'writing a bad cheque.'

Remember: A Promissory Note is a Promissory Note is a Promissory Note.......

An offer of contract becomes binding after 72 hours (3 days); after seven (7) days there is a default and after ten (10) days there is a summary judgement.

So handle your offers immediately AS IT WORKS BOTH WAYS!

The basis of 99% of all legal actions is derived from a 'person' (strawman) being sued, or accused of having entered into and having breached a commercial contract, or being ***presumed*** to have entered into and breached a commercial contract. A contract to which you were not a party to any agreement is an adhesion contract, as in council tax.

If the contract does not meet the four legal requirements, it is void. In order to live free we must remain eternally vigilant of these invisible contracts and avoid the *presumption* of their existence.

The most significant presumptions are:
1. That you are a resident;
2. That you depend upon the government for benefits;
3. That you are not responsible for your behaviour; and

4. That you need protection – an attorney, a financial advisor, a doctor, a fiat currency, etc.
5. That you are an officer, employee or servant of the government.

(Protect me from the protectors.)

All the above are false presumptions the existence of which is perpetuated upon the belief that *all* land and people are collateral for a debt which supports a fraudulent monetary system. All are based upon the presumption that certificates of 'birth'/ 'title', etc., in commercial law, waive our right to take responsibility for our own affairs and own our bodies, plus life, liberty, and the property we accumulate through trading our labour with others or creating from raw materials, if we don't object to or arrange our affairs otherwise.

The PTB have established a long history (hundreds of years) of lending what is considered 'money' or 'credit' and then calling in debts, and creating wars around the world over these debts.

International commerce, laws of exchange and promissory notes do have your own national/local laws and they are easy to find. We have added a few of them to start you off in the appendix 2 at the end of this book (Appendix 1 are the templates for you to alter in respect of where you are making sure you change the local laws for the ones we have included if you are living in the UK) For those in Canada, Australia etc you will all have the equivalent to the Bills of Exchange Act. [i.e. Canada is 1905 and is actually pretty much the same just in a different order but also easier to read with less legal phrasing].

The fact is, bills of exchange do have a strong bearing on the fraud that debt agencies try and impose on the unsuspecting public because you could write your own PN and wipe out that debt with a simple movement of your handwriting (but we are going to have so much more fun with these parasites later)

Just to drive home the idea of how "international" the contents is regarding contract laws along with Bills of exchange we have included below the link and a brief overview of the text that can be found at that link.

https://definitions.uslegal.com/b/bill-of-exchange/

Bill of Exchange Law and Legal Definition

> A bill of exchange is a writing by a party (maker or drawer) ordering another (payor) to pay a certain amount to a third party (payee). It is also referred to as a draft. If the bill of exchange is drawn on a bank, it is called a bank draft. If it is drawn on another party, it is called a trade draft. A bill of exchange drawn on a bank account is a "check."A non-interest-bearing written order used primarily in international trade that binds one party to pay a fixed sum of money to another party at a predetermined future date.

Question: You hold two of the positions, from the above of there are 3 possibilities: Maker/drawer, Payor, Payee. Which **two** do you hold?

The hint is you are never the debtor.

Now there is a slight difference between a “Bill of Exchange” and a “Promissory note” The simplest way we can describe it is thus:

A *bill of exchange* usually involves a third party (bank) effectively setting up a temporary trust. The bank acts as the go-between (for a small fee) little like an escrow account and shifts the BoE between the two contracting parties.

A promissory note is between two parties and because most cashiers at banks have no idea what to do with a promissory note it is usually sent to the legal dept (not taken into the High St branch) but the bank plays no part in the transaction other than crediting the account of the private person the PN is made out to moving it from one side of the accounting to other-debit/Credit.

If they interfere with that transaction (and you have correctly created the PN) they are in breach of so many local and international laws. We thought we would throw this information in since although you cannot run out and buy “stuff” with PN’s you can discharge debts with them but…

If you do that you are simply adding to the fractional banking fraud and increasing the debt we are all subjected to paying through tax. My reason for showing you a little of how they work in this respect is to give you a “heads-up” of my next book all about promissory notes but more importantly what to do if/when the banks refuse to take them, so look out for my next publication.

In the next section we go through the first NOTICE you will send out, remember **written communication only** and why we have included what we have so you fully understand the implications of how powerful this first salvo across the bows of maritime law in order to sink the entire fleet.

CONTROVERSY AND COURTS, DON’T BE SCARED

In this section we are going to break down the details and reasons why we have created process in such a way. We know there are other versions flying around the internet but personally we like to make the position clear and not only counter claim but give them fair warning of what to expect should they continue to attempt to commit fraud.

But before we get to the details you should ensure you fully understand each and every aspect so you are coming from a position of strength.

Let me make one thing abundantly clear at this point so you won’t panic later.

The ONLY way anyone can take you to court is if YOU cause controversy. Let me expand on that in the context of debt collection scumbags.

Upon the creation of your first **Notice** you will **ALWAYS** do the following:

Go to the post office and grab a load of special delivery stickers or envelopes. In the UK we think they are silver plastic types with a bar-code on the front. In the United States we think they use a green card. Whatever the location go grab your version of signed for envelopes/stickers complete with a reference unique number attached to it.

Once you have obtained these delivery reference numbers you are going to place each number WITHIN the document you send via that envelope and type in the number used as a reference at the top of that specific letter. Now you can print it off and place it into the envelope.

This give each document a unique reference number that can be traced back to a signed for delivery on a specific date, which is what we want for a later affidavit should we need it. (And we will) Remember to place a hyphen then number 1,2,3 etc depending on the notice (document) you are in the process of sending.

In the UK - Go online to Post Office “Track & Trace” and print off the confirmation. This is essential for your audit trail and as part of your evidence. Proof of delivery and whom signed for it. During Scamdemic the Postie is authorised to Sign “on behalf of” but that itself is actually better as he is 3rd party witness plus there is less of a risk of the DCA staff refusing the Mail which has been known in the past.

OK, so that covers the document sending protocol and please stick to it, it will save you a lot of heartache later and make life easy for you and difficult for them as you will see.

Second important point we wish to make for you to keep firmly in your mind. We mention that WE never create controversy, let me explain…

Ignoring letters from DCA's causes a controversy, saying you will not pay causes controversy. Controversy = Court remember and stay well away from it because if you don't YOU WILL LOSE! Court = YOU LOSE!

It is regarded and negligent and wilful and puts you in dishonour.

We hope it is now clear to you now. Instead we ALWAYS make a "***conditional offer of acceptance"*** You will see this in the example letter we will cover in a while.

Let me get one thing out of the way. It does not matter if you have been paying these parasites previously or that you have recently. You have only just found out through whatever means they "may not" have a valid claim.

Your first recourse is obvious: STOP PAYING THEM! Look at it this way… Before you didn't know but now that you do, if you continue then you make yourself a party to the fraud then you're complicit in it.

This is where the phone calls start but you will be asking for letter communication only and the rest is now contained within these pages. Now to continue...

Because we have made a "conditional offer" we have accepted their claim at this stage and avoided controversy, no controversy, no court; period. We are in fact in the middle of "negotiations." You have not ignored them and you have not refused to pay and you are standing firmly in honour, as you should.

Remember officially they can't start a legal action if there is a dispute…
Now where most people fall over is through fear and they panic and make fundamental mistakes with DCA's. Since you have made a conditional offer there can be no court hearing, judges only get involved if either side cannot agree on terms. There are certain steps any judge would have expected each party to have taken prior to any wasting of court time. These are called "Pre-Action-Protocols (PAP)" Therefore, if the negotiations are still ongoing this is NOT a court action even if the DCA says it is. They have to and are expected to follow PAP's so ignore the fear BS they send you.

The panic sets in when the DCA's writes back and almost always threaten you with court. It is totally without teeth and designed to scare you into paying something and then you're in contract (you lose.)

So let me make this perfectly clear, they CANNOT take you to court unless you have ignored or refused, everything else is nothing more than HOT SCUMBAG AIR!

Do not reply to their letters they are churned out in the 1,000's per day and have taken no account of your "conditional offer" which in most cases (to start with) will be ignored or refused. Pay no attention to them and stay on your own track. In most instances it just a computer programmed to send letters at regular intervals.

Remember the one as-king the questions is KING! That would be you!

Another valid point you should perhaps take account of, always "ask questions" never "state, claim or declare" anything however much you may believe it's true….. unless of course you can prove it!

You will be on the back foot to prove what you claim and that will be almost impossible. We may think we know much of how the scam works but proving it is often impossible, so doesn't get into that trap. Always respond… "Is it not the case that no proof of claim was ……"

By way of an example, if you were to say to the judge "The banks print money out of thin air" then he may say, well where is your evidence? Remember also you would be creating a controversy and that more than anything is what disputes and courts feed on.

Seriously have fun with this, treat it as a game already stacked in your favour and they are really trying to bluff you with absolutely nothing to fight with apart from trying to install fear, they have no hand to play!

Now comes the second Notice of a conditional offer. Personally I like to start mine with something like…

" It was noted your correspondence dated/reference on the [date] it was noted you have ignored the NOTICE sent to you on [date] Ref [the special delivery number]. In light of your failure to furnish any validation of your claim we are sending you a second opportunity to do so. Enclosed the Notice we sent you should the first document has been misplaced and afford you the opportunity to cure in this NOTICE TO CURE (The second document) by sending the requested documents in the next 14 days the evidence in substance included in the first NOTICE to you.

Remember any question should be one topic per question. If they can argue one item successfully, then both are lost if in the same question. Also always say they must “answer on point”. That could always be useful as they seldom do, so this can be to your advantage as you can write back directing then to answer on point

DON’T GET SIDE TRACKED INTO A DIFFERENT ARGUMENT. They will often try to pull you off balance and take you down a path where they can get some traction. You should keep then to the Question in hand and if not answered correctly you hold them to that and don’t allow the game to move on until they do……. “answer on point”.

Now all you do is enclose the first Notice with the second, reference the second with the special delivery number cross referenced in the first and send both and your done. OK, we may be over simplifying this next stage but in essence that is what you are going to do.

You now have two reference numbers, two conditional offers (Notices) and the third and final document is waiting for them should they persist in ignoring you again (big mistake on their part as you will see.)

What usually happens next is they will continue to send you fear-porn letters but the important thing here is to remember to stand your ground. You see in the grand scheme of things they know, that you know, they have no valid claim and cannot produce the requested documents you have asked for in your initial conditional acceptance.

Now we going to use one of my favourite phrases you must all be familiar with by now and it is why we covered contract law previously.

AN UNREBUTTED STATEMENT BECOMES TRUTH IN LAW

This is why we suggested you read both my previous books “The Lien Machine” & “Laws of Liberty” because they both go into detail of what is about to happen to the DCA:-)

In law there is a powerful difference between “a letter” and a “notice” See the link below for a more detailed reason we send them “Notices” and not letters.

https://legal-dictionary.thefreedictionary.com/Notice

“The concept of notice is critical to the integrity of legal proceedings. Due process is required that legal action cannot be taken against anyone unless the requirements of notice and an opportunity to be heard are observed.”

This is why we include the word “Notice” at the top of our documents, they are NOT LETTERS!

So, back to the scumbags.

After all these attempts from the DCA’s to get you to contract with them and after all the threatening letters which cannot be backed up since all you have done is made a **conditional offer (Remember you are following PAP)**. You get to the specified point in time when you're ready to send out your third document which we call:

DEFAULT NOTICE / NOTICE OF DEFAULT

The subtle difference between the two aspects above is simple. Default notice is “what” the document is. “Notice of default” is “who” you are sending it to. They are for the most part interchangeable since the spirit of the notice is clear in both cases.

We already know an unrebutted statement becomes truth in law (and so do they) so we are going to give them one more chance to back off or face the consequences. (They are going to face them anyway later.)

As you will see on the third letter we cross reference the first two via the special delivery reference numbers, again ignoring anything they have sent trying to scare us into submission.

Now technically we have not sent them an affidavit as yet, we have sent them our ***conditional offer*** three times (at this point) and because we are really nice people (unlike scumbags) we have given them ample opportunity to come clean and admit they have no valid claim.

Of course they will never admit they have no valid claim nor will they ever admit to any liability in the matter, but that will not stop our quest. The notice of default is sent along with the first two since it just saves you from having to keep writing out new letters. All of them will be cross referenced as stated previously.

They now have another 14 days comply otherwise we will commence the lien procedure upon them (don’t worry we are going to anyway, were just giving them Notice.)

So let’s cut to the chase.

Assuming you have done everything correctly, you will be sent something along the lines of…

"We will not be pursuing this matter any further and take no liability."

How very considerate of them…

Let me translate that magnanimous resignation from the DCA for you.

"Shit! We have been caught with our hands in YOUR pocket, OK, you got us but we are not going to admit we were stealing money from you, we are not going to admit to fraud, postal fraud (USA), demanding money with menaces and we are going to keep everything we have previously stolen from you!"

Yea, like hell they are!

So in most cases this is the end of the DCA's chasing you for money and you can celebrate your success...

However, there will be some DCA's that just don't know when to quit so we have a little nuke waiting for them…

This is where you create your affidavit (statement of truth.) Once you have completed all the above steps (not before.)

We have put a basic affidavit in the template at the end of this book for you to play with.

Your affidavit will start (in addition to the template details at the top and bottom) with a brief outline of what has occurred and with whom and on what dates and what you did to "cure" the matter.

Your opening statement will cite the claim by the DCA and the process you followed by date and reference number (hence the need to get your registered delivery numbers on each document.) You may wish to include copies of the first (claim letter) and the last "No liability" letter as evidence calling them exhibit numbers as you wish.

You will of course have screen captures of the date and who signed for the documents as "evidence" of your claim of the process you undertook and how you gave them ample opportunity to settle the matter THREE TIMES!

What you are doing in all of this is "building your case notes" it will be these well referenced documents that will eventually form your "case notes" if you ever need to get a court order stamped by a judge to send in the "collectors" on your behalf. And remember the judge will want to see you did everything you could as in the PAP expectations.

Once you are done with the “recent history of events”

Now you will list *in bullet form* the requests you made in the first, second and third documents (Notices.) We listed them as evidence between (A) – (H) on the first document (See template at the end of this book). These will be now put as questions, like so…

1) Do you have in your possession an original (not photocopy) of the contract between you and myself? (You will add all the other legal points as well and below we have added a few of my own just for fun:-)

2) Can you explain why you no longer wish to pursue this matter? (We do like to mess with them)

3) Do you believe stating you have no liability that in law, you have no liability? If so can you direct me to that law? (We really do like to mess with them)

4. Would you agree/confirm you have had numerous opportunities to settle this matter and over a considerable period of time?

5. Would you agree/confirm that you continued to send demands and threats of court proceedings amounting to the breach of numerous laws cited previously?

5) Does a valid claim exist?

Hopefully you get my drift and we only used those above examples to show you how much fun it is when you get that final “we will not peruse you.” or get DCA idiots who just don’t know when to quit:-)

So what you’re doing is creating what we have asked for in the conditional acceptance and re-formatting them as questions to be rebutted.

Remember to ask for a written and signed affidavit in response (not a corporate fictional letter) you cannot mix jurisdictions and you want them firmly in your arena. This is why we always aim for the “live-man” within the organisation and not the fictional corporation itself. So make sure you get the CEO’s name (or any name since “Notice to agent is notice to principle...get it.)

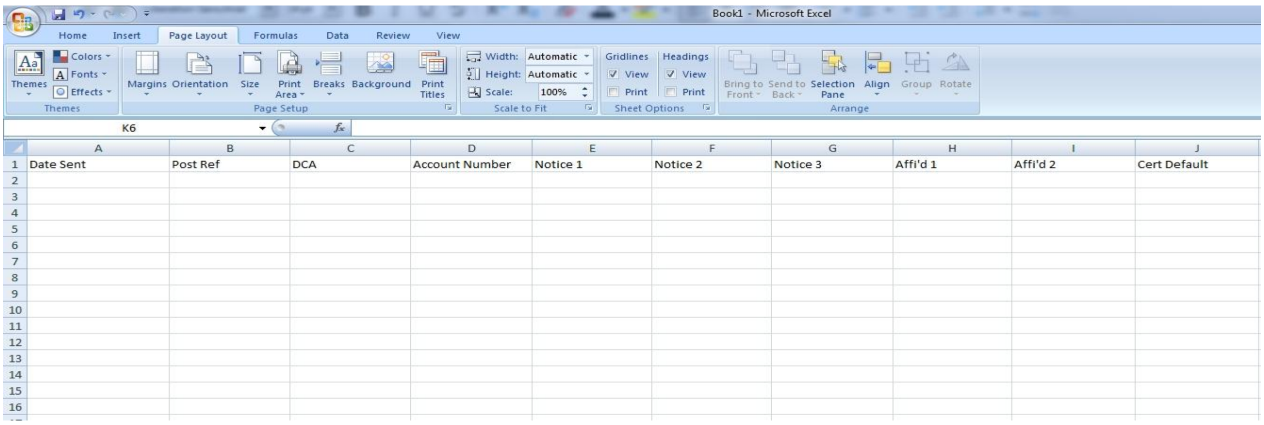
Usually when a DCA's gets a correctly drawn up affidavit they back off because they know you're serious and cannot risk chasing you any more since they work on feeding off the weak and not someone who has the knowledge to beat them into the ground. (told you they were scumbags.)

So although the first affidavit takes a little planning and time to create, complete with attending evidential documents and the previously documented communication(s), it will serve you well in the following two chances you give them to deal with the matter.

If, on those very rare occasions you get an idiot ignoring these legal documents and yes we make that perfectly clear from the outset these are legal **notices**, you send in the second affidavit (referencing the first) strike two! (Make sure you include the first round of documents you just sent them.)

We suggest you create a spread sheet so you can keep track of documents, mailing and replies. Create entries for the documents you send, the dates sent, log the Track & Trace and the dates of any replies you receive.

You can plan ahead using this so you know when the next Notices are due to go out and keep on track of all the constituent parts of your process. This is especially useful and possibly mandatory if you are dealing with several processes at the same time.



We would give them ample opportunity to rebut your affidavit, say 14 days. Now you may think this is being too generous, but consider this…

You are building a rock-solid case and the longer YOU give THEM the judge can see what a reasonable, honourable being you are. Your goal is to be the voice of reason, so act reasonably. (You saint!)

The only DCA's that maybe left at this stage are now your prey because <u>three strikes and they are out</u> and in court later for summary judgment based on your documents and a series of conditional acceptances they ignored and more seriously unrebutted affidavits which now stand as truth in law, they have nowhere to hide.

The ONLY reason you commence a court case now is to get the judge to stamp your paperwork which is all they are tasked to do. You can now appoint a court sheriff or collection agent (bailiff) to take their assets to the value of FOUR TIMES the claim *(But remember this will be decided by the sitting judge)* they had against you! Plus costs and mental stress which you add as part of the compensation claim on top of the money they fraudulently attempted to get from you and **any and all previous payments** you made to these scumbags.

We would suggest you keep account of any and all correspondence, the time you have taken to deal with this vexatious claim and work from your own schedule of charges to come up with a reasonable total amount for the claim. Do not go mad with this because a judge will be looking at the final costs you are claiming and unless you can substantiate your accounting in a reasonable manner it could be reduced.

We think £25 per letter or an hourly rate starting from £20 is reasonable, take a look at solicitors charges for a better idea but remember you are NOT a professional so keep it reasonable. Try and think of your own occupation in terms of your costs.

If you’re not a qualified professional your expectations may have to be more realistic and you must decide the rate according to your normal employment starting from £25.00(?) per hour plus postal costs. We have firsthand experience of this and the judge will ask you you’re occupation or profession and award on the basis of your hourly rate appropriate to your normal occupation.

However you should keep detailed accounts of all stationary, postage cost, the hours you put in plus any travelling to Post office and include that in your claim.

The point is they will never go to court under these circumstances because if they do it will unravel the whole rotten scam. It also places them in front of a judge with impending criminal charges for postal fraud and fraud itself and possibly demanding money with menaces, and we our sure you can think of a few others, like theft.

But more importantly to them your claim against them will almost certainly bankrupt the company (especially if everyone reading this book does the same thing;-)

One-Nil for the good guys!

We had better mention at this stage that we have yet to use the “NUKE” and what we just explained is not our best weapon. Well it is in a sense but we have another one up our sleeve which we will explain later. It is the one most if not all people who take on these scumbags forget to do since they usually settle for not having to pay any more and think they have won and it’s over…

Well we have not finished with them even if they stop claiming but more on that later.

Now that we have explain all the above and the process it is time to look at the template you will be using. In the next section you can see how we have put the first letter together and the rest just fall into place after that if you have been paying attention.

See you there…

THE FIRST LETTER

We are going to break down this letter so you fully comprehend what and why we have constructed it in the way we have. Believe me when we say this took many “drafts” before what you will now see as the final copy (we hope you appreciate that;-)

Now we must admit when we created this first and subsequent notices we went to town on the laws they have broken. Since talking to a very good friend and knowledgeable brother-in-arms, mind and spirit on this we have removed the idea of “threats” since it serves no purpose.

When corresponding to anyone even if they are out to steal from you we think it important we stick to the salient points and nothing more and remain in honour in words and actions. You entire process should be devolved of emotions and kept formal and factual.

All the content in red is the actual document, everything in black is my explanation and of course the original document will be at the end of this book.

So to the breakdown…(Full Draft Documents at the end)

<u>NON NEGOTIABLE</u>

Nothing we send is negotiable, in the context of this letter (and in law) non negotiable means everything is as accepted and neither liability nor information can be transferred.

[YOUR ADDRESS HERE]

FAO:; [his name] Doing business as…… CEO for….
[Company Name]

In the UK you can go to companies house to get the CEO’s name link below:

https://find-and-update.company-information.service.gov.uk/company/05321310

If you live in the USA: https://www.ceoemail.com/us-companies.php (Although this is not an exhaustive list it can help)

When it come to CEO's or CFO'S (Chief Financial Officer) if you have a letter you probably have what you need if there is a name on that letter. If not, well it's not a valid claim anyway. We need to know WHO is making the claim against us.

[Their address line 1]
[Their address line 2]
[Their address line 3]
[Their postcode]

[Date]

Document Ref number [recorded delivery serial number]

Remember we told you to include the postal reference number, this is where it goes (above) we suggest you also add a hyphen then put 1 (number one) like so 123456789 – 1 since this helps referencing your documents later in the final affidavit and makes life easy for you to keep track of where you are.

Re: Reference Number: [ACCOUNT NUMBER/s from DCA]

This is the DCA's account number they referenced so you can direct them to the account in question

NOTICE OF CONDITIONAL ACCEPTANCE UPON VALIDATION OF CLAIM

As we mentioned previously we have made it clear from the start we accept the claim on the conditions we have set out below (no controversy = no court)

Notice to agent is notice to principal, notice to principal is notice to agent

To many this seems obvious but we want everyone to fully understand everything in order to be confident in their dealings. You have seen the above line quoted on many legal documents and there are two things to note here, one we have already explained, which is why it is called a "notice." The other is a simple explanation of the sentence as a whole:

It means no matter who gets this "notice" it applies to any and all those involved in the scumbag organization from the CEO's to the agent working on commission to fleece anyone they can.

And we quote…

The principal is the party who authorizes the other (agent) to act in their place, and the agent is the person who has the authority to act on behalf of the principal.

This effectively saves you from getting the runaround via "inter-departments" with some of these scumbags.

Without Prejudice

Without prejudice is a legal term which means 'without detriment to any right or claim'. In non-legal speak, this means that whatever is said or done on a without prejudice basis cannot later be used to your disadvantage and you retain all your rights.

To: [CEO Name] *Never put DEAR on a Notice or your defeat the Notice. Dear is reserved for letters to Auntie Mildred.*

It is noted all previous payments made to your organization were made in error and without full disclosure.

We are now in procession of information of which we were previously unaware of, which suggests you may not have a valid claim to the alleged debt. Having studied the legal aspects of this alleged debt we require you to produce the documentation to prove you have a valid claim.

This covers you from making any further payments until your conditions are met (if you have been making them). It also allows you to tacitly inform them that any recent or previous payments were made in error and therefore cannot be used as "evidence" of a contract. Now it is important as well to understand why we have crafted this exactly the way we have. We are going to use the phrase "in error" later in my NUKE! Two seemingly passive words will be turned into a massive financial hit they will be taking...Be patient my young apprentice, may the financial force be with you.

We will undertake to settle any financial obligation we might lawfully owe on the alleged debt on the condition that we received from you the following documentation. Please note require **ALL** documentation to be presented in **SUBSTANCE** and with **FULL DISCLOSURE**:

You should know by now why we have written the next paragraph. You are making the "conditional offer" and therefore no court proceedings can take place (no matter what these scumbags threaten you with.) You will also note the debt is ALWAYS referred to as "alleged" since you will never take liability for it unless they meet your conditions. You have also made it clear what is required so that we may settle this matter. Oh you lovely living being, we salute you!

(a) Validation of the alleged debt owed with **FULL ACCOUNTING**
(b) A copy of the relevant and lawful Terms and Conditions
(c) A true and certified copy (**NOT photocopy**) of the Deed of Assignment (**NOT Notice of Assignment**)
(d) DEED OF NOVATION**:** My wet signature on any Tri-lateral agreement between your company/bank/myself.
(e) A true and certified copy (**NOT photocopy**) of the Original Credit Agreement.
(f) Verification of your claim against me (a sworn affidavit or even just a signed invoice)
(g) Evidence that we gave permission to pass the alleged debt to your company
(h) The signed contract between myself and your company/organisation (See (d))

Be it know we will ask for full disclosure under Civil Procedure Rules (**CPR) Part 31.16 Disclosure Before Proceedings Start))** This will establish who has legal title, who is the trustee, agent and beneficiary and more importantly who has claim over whom. I believe we can agree at this stage who the beneficiary is and therefore the true creditor.

That paragraph (above) alone will place the DCA is an untenable position since if they reveal they are trying to act as the beneficiary when in fact they are simply an “agent” who has no standing in law (this applies to mortgages as well btw.) It is always more difficult with mortgages since they have a charge at the land registry.

During an extensive study of money and debt, and having identified your role to collect alleged sums from individuals, is it not the case, under laws of equity we are the beneficiary of the trust set up with the “creditors” signature (hence the need for full discloser.) It is important you give full disclosure of the lawful documents you may rely upon to validate your claim.

We require a deed of assignment as mentioned above under **s136 Law of Property Act 1925** – which must assign absolute title to a debt. But as there is no debt (since we created the credit), these assignments can only be assignments of agency.

An agent has no standing at Law or capacity to recover a debt that has not been assigned according to Law.

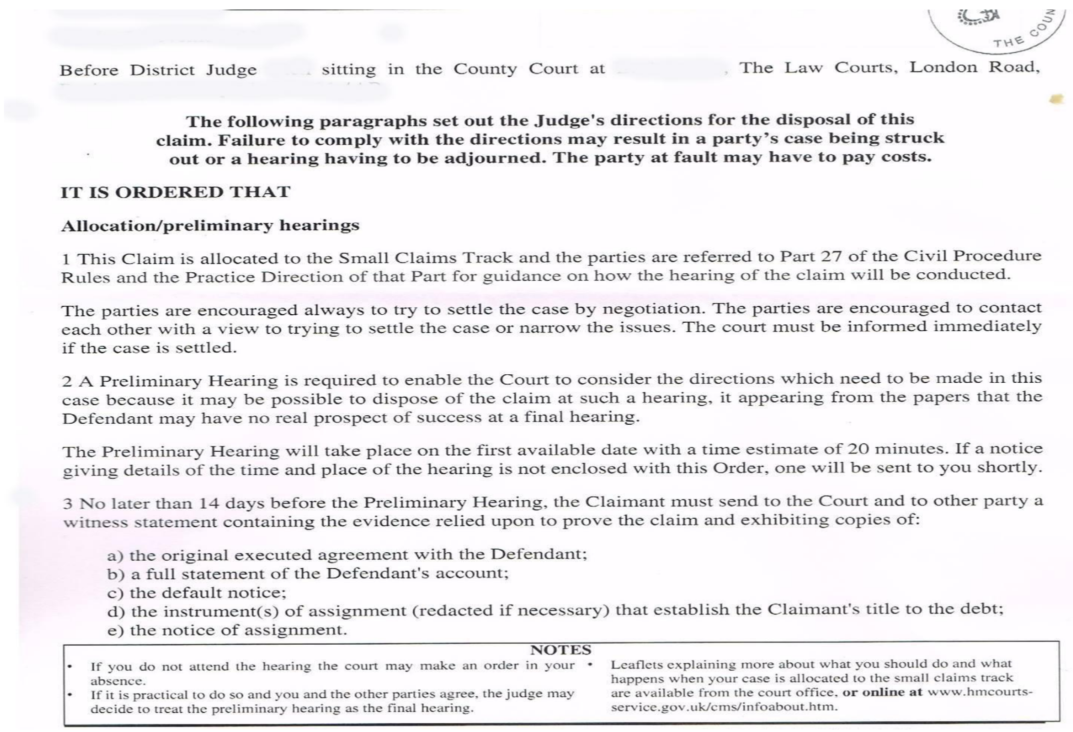
Where they know they are lacking a deed of assignment at Law they might assert "equitable assignment" but that must exist also in writing as evidence of intention to assign a debt and an equitable assignee cannot bring a claim at Law without joining the Assignor to that claim. Now you can understand why we question this claim and demand of you the appropriate documentation.

Asking for evidence/verification of a debt and proof of title to that debt is all we need to defend the Claim

Remember Assignments are subject to formal requirements (s136 Law of Property Act 1925 - Legal Assignments must be absolute and by Deed) and s53(1) Law of Property Act 1925 in order to be enforceable by the Assignee acting alone – Equitable Assignments must be in writing in order for the Assignee to have any enforceable rights (but will still need to join with original Assignor to bring an action and cannot bring an action alone). The DCA has no legs to stand their claim on.

Now we our sure many of you have seen some of the above list of documents they need to supply you with. But can you see how it is impossible for them to get even close to fulfilling your request?

Just to set my readers mind at ease this is a capture (below) I found on the net. The original document had all the details of the case but for privacy reasons I have removed anything that would ID the case and the defendant since it was a private matter and has no relevance to the points I wish to cover. Take careful note of what the JUDGE asked the DCA for in making a valid claim in the list (a) – (e) below.



Before District Judge sitting in the County Court at , The Law Courts, London Road,

The following paragraphs set out the Judge's directions for the disposal of this claim. Failure to comply with the directions may result in a party's case being struck out or a hearing having to be adjourned. The party at fault may have to pay costs.

IT IS ORDERED THAT

Allocation/preliminary hearings

1 This Claim is allocated to the Small Claims Track and the parties are referred to Part 27 of the Civil Procedure Rules and the Practice Direction of that Part for guidance on how the hearing of the claim will be conducted.

The parties are encouraged always to try to settle the case by negotiation. The parties are encouraged to contact each other with a view to trying to settle the case or narrow the issues. The court must be informed immediately if the case is settled.

2 A Preliminary Hearing is required to enable the Court to consider the directions which need to be made in this case because it may be possible to dispose of the claim at such a hearing, it appearing from the papers that the Defendant may have no real prospect of success at a final hearing.

The Preliminary Hearing will take place on the first available date with a time estimate of 20 minutes. If a notice giving details of the time and place of the hearing is not enclosed with this Order, one will be sent to you shortly.

3 No later than 14 days before the Preliminary Hearing, the Claimant must send to the Court and to other party a witness statement containing the evidence relied upon to prove the claim and exhibiting copies of:

a) the original executed agreement with the Defendant;
b) a full statement of the Defendant's account;
c) the default notice;
d) the instrument(s) of assignment (redacted if necessary) that establish the Claimant's title to the debt;
e) the notice of assignment.

NOTES

- If you do not attend the hearing the court may make an order in your absence.
- If it is practical to do so and you and the other parties agree, the judge may decide to treat the preliminary hearing as the final hearing.
- Leaflets explaining more about what you should do and what happens when your case is allocated to the small claims track are available from the court office, **or online at** www.hmcourts-service.gov.uk/cms/infoabout.htm.

(a) Did you have an agreement with the DCA? (NO)
(b) Full accounting? No because they brought the debt in a bulk auction!
(c) The default notice? From the DCA to you,
(d) Is the deed of assignment (Which they do not have in most cases)
(e) The instruments of assignment. In other words the full documentation from the original lender, them and you (Deed/title)
(f) The notice of assignment, (Remember that from the first notice?)

So the basis of our conditional acceptance is based on what any and all judges would expect to see produced in order to find in favour of the DCA, which in most if not all cases the DCA cannot produce for the reasons given above.

We know they have not got a cat-in-hells chance of completing a valid claim but to drive it home even further look at point (f) It moves the fictional corporation into the factual "real-world" where they cannot operate unless a real person takes liability for their actions...neat eh? Which means my friends they open themselves to all kinds of charges of fraud!

We hereby give you fourteen (14) days to reply to this notice from the above date. Your failure to provide the aforementioned documentation within fourteen (14) days, from the above date to validate your claim of debt, will constitute your agreement to the following terms -

1. The debt did not exist in the first instance and/or it has already been paid in full; and that you will be held liable for any and all damages to me incurred by any further actions.

2. Remove negative remarks made to a credit reference agency forthwith, and you will no longer pursue this matter. Since case law clearly states "Unenforceable debt cannot be placed on a credit file." (Court of Appeal Grace Vs Blackhorse) do so will potentially incur claims for damages under the DPA.

1 Since the evidence suggests you are not in possession of the require documents to substantiate any claim, you will cease and desist any and all claims from this point onwards.

2 By Accepting admission you're not in possession of the original agreement you will disclose why this came to be.

3 Disclose who does have possession of the original agreement.

Now you could include a thing called “Uttering law” here but it was something we had originally used then took out under advice to keep it “sweet” but we did feel that you would find it useful to know what it is so we have left the explanation in below.

You will also notice we place *“Uttering Law”* in that paragraph (The one we have now removed) so here is a quick crash course in why we did so…

And we quote from this website: https://definitions.uslegal.com/u/uttering/

Uttering a forged instrument is the passing or making use of a forged writing or document with knowledge of its forged nature. Uttering is a crime usually charged in conjunction with a forgery. “Utter” means and includes using or dealing with, and attempting to use or deal with, and attempting to induce any person to use, deal with, or act upon, the thing in question. The uttering must have been done with intent to defraud. It is not necessary to prove an intent to defraud any particular person. Falsification of information on employment applications has also been held to involve uttering.

The elements of the crime of uttering include:

Passing or making use -- This is any putting into circulation a writing or document that involves forgery.
Intent to defraud.

Knowledge of forgery -- suspicion of something unusual may satisfy this element.

This applies equally to the UK/USA

Uttering Law and Legal Definition

Now you know why.

Asking for that last part (4) where is the agreement now and do you have it? Sets up the sentence below since they have ignored or admitted they do not have a valid claim.

Do you wish to proceed any further if you are currently aware of no valid claim?

If so, you knowingly, willingly, wilfully with intent of your own free will and omission by your own hands commit to your actions.

We are giving them the opportunity to back off but if they don’t the second sentence hangs them in any further proceedings since they are of their own free will trying to continue the fraud. They will have no defence at all if it ever went to court (which is why it never does.)

It's a bit like making an oath on a Bible saying "we wish to continue stealing from you with the full knowledge we know what we are doing."

We cannot make our intentions more explicit in this matter. We are giving them opportunity to give us what we want or face the law. And yes, *the hunted has become the hunter* and rightly so.

We has also repeated, so there is no confusion that this is a ***conditional offer*** and that we are not nor ever will refuse to pay, we will honour our alleged liability if they show us the proof their claim is valid.

We wish to deal with this matter in writing and we **do not** give your organization permission to contact me by telephone, or by any other means. Should you do so, we must warn you that the calls could constitute 'harassment' and we may take action under Section (1) and (2) of the Protection from Harassment Act 1997 and the Administration of Justice Act 1970 S.40, which makes it a Criminal Offense for a creditor or a creditor's agent to make demands (for money), which are aimed at causing 'alarm, distress, threats of any consequences without basis or humiliation', because of their frequency or manner.

Much of this final paragraph is obvious but on many occasions the Administration of Justice Act 1970 cited above is missed out. We felt it important to include it as it pertains directly to debt collection agents. The link is here for it if you want to read fully why it is included:
https://www.legislation.gov.uk/ukpga/1970/31/section/40

We quote…(From that act above)

The Administration of Justice Act 1970 S. 40 makes it a Criminal Offence for a creditor or a creditor's agent (often a debt collection agency) to make demands (for money), which are aimed at causing 'alarm, distress or humiliation'.

My time is not free.

Any further correspondence will be charged at my normal administrative rate and added to a final invoice should you wish to continue to peruse this matter without any lawful validation of claim. To make our position clear on the schedule fee below we are giving you this notice for free. Rest assured any further communication will be charged at the rates set out below should you continue to make any further claims against ~~we~~ without the requested documentation. Any threats of court action will be deemed as such "threats" and harassment placing us under duress and will be included in any and all future claims should you not provide the lawful documentation ~~of~~ to support your claim. While we are in negotiation, and NOT in dispute all threats of court under statute law are meaningless and therefore constitute harassment, duress and possible fraud.

Now why should we be put out by these scumbags, is our sweat energy not as valid as anyone else's? So it really is up to you if you wish to use the fee schedule below or not. Personally we will always do so as it adds to the "booty" we are going to take from them for their invalid claim later.

We have attempted to negate the BS standard letters that threaten you with court by informing them of that fact that while we are "negotiating" there is no dispute as such, we just want validation.

Our fee schedule is as follows;

1. 1st Letter to inform me of your discontinuance of this claim is --- Free

2. All letters thereof that's each one received from you will be read by me at a rate of £25. The bill that will be owed by yourself the Agent of the Company and also by the Company to which the agent/s operate from within, by each and all parties involved will be fixed at this rate.

3. To respond to any letters £50.GBP each time as it will take time to consider my position and write back in a manner both you and any future judge will fully understand.

4. Any and all unauthorized telephone calls received, to log, record, file and store and also trespassing on private property, without consent, by each agents, on private property without a written consent from the occupier, the cost is ---- from £ 10.000 each plus the cost above, to an unlimited amount in CASH and also for no less than 10 years in prison depending on the crime being knowingly, willingly and wilfully with intent to commit by yourself the agent/s and Company you Operate from, of harassment, trespassing and all of the above clearly stated in this lawful document.

All payment/s will be calculated at the above rates and added to the final settlement should this matter proceed to court or you fail to supply a valid claim in which case we will pursue you via a private lien in order to compensate for your fraudulent claims against us.

As we mentioned previously, it could come to the point where a judge gets to see the final tally/total of your claim and will want to see the "accounting." So whatever country you are in simply equate your currency with the fees above and change accordingly.

We look forward to your considered reply and the documents to validate your claim and proceed to settle this matter equitably.

And as always you are the white-knight here and of course your "equitable" settlement is the fact you're going to deal with them on your terms not theirs. Most DCA's will try and negotiate the fact that if they stop hounding you for money (you don't owe them) you will not hound them for the money they have taken...Like hell!

The moment you get that "We will not peruse you and take no liability." letter DO NOT IGNORE IT! Most people stop at that point and as you should know by now your silence is tacit agreement. WE DO NOT AGREE!

Yours sincerely

By: XXXX: XXXXXXX

Authorized Representative

Now we know some of you might wish to act in the "private" and therefore sign of use a slightly different end salutation. However we are dealing with something in the public so there really is no need to concern yourself with "How" to write your farewell just do whatever you think is fine for you.

But for those who like to stay in the private here is an alternative ending salutation.

Yours sincerely,

Authorized Representative

ALL-RIGHTS-RESERVED. WITHOUT-RECOURSE. NON-ASSUMPSIT - NON ASSUMPTIVE.

If it's in Court you are there as the Ens Legis - The *legal entity,* it's the only way the Judge can see you. You could use the approach you are there to assist the court but if you use REPRESENTATIVE… bang you're back being the surety. You could use a Stat Dec and avoid going to court. The Stat Dec speaks for you as if you were in court. See Statutory Declaration Act. Any suggestion of a Man and they will ignore it. The only place you can use the man in Court is Equity. Now you can invoke equity at 8 regional courts but that would be more than an e-book to explain the protocols and how to invoke equity and more importantly how to keep the proceedings in equity.

THE SECOND LETTER

As you recall my listing of the process right at the start of this book we now move to the second notice of the "first round" since we are still on the "conditional offer" stage and they have yet to validate their claim. Sorry for the jumping to other matters over the last few pages but don't worry we will be listing the documents in the correct order at the end of this book so you're not confused as to which one to send and when.

As we mentioned previously it does get a little easier from this point because most of the work has been done in crafting the first document. You will notice all we need to do is change the "top" and "tail" of the second letter and simply copy and paste your demand for the validating documents into the middle of the text.

We have no need to go through the amount of detail we previously did here because as you will see it does get easier from here on out. So here is the second letter…My additional comments in red.

<u>**NON-NEGOTIABLE**</u>

[Your Name]
[Your house name or number]
[Your Address line 1]
[Your address line 2]
[Your postcode]

FAO: [his name] doing Business as Chief Executive Officer of XYZ Company.
Name of [Company name]
[Their address line 1]
[Their address line 2]
[Their address line 3]

[Their postcode]

[Date]

Your Ref [Registered postal number but now add "-2" to the end]

CONDITIONAL NOTICE OF ACCEPTANCE UPON VALIDATION OF CLAIM

OPPORTUNITY TO CURE

Notice to agent is notice to principal,
notice to principal is notice to agent

Without Prejudice

Re: Reference Number: [ACCOUNT NUMBER]

To: CEO Name [Mr. Scumbag] *Never put DEAR on a Notice or you defeat the Notice. Dear is reserved for letters to Auntie Mildred.*

A Notice was sent to you on [date you sent notice 1] Reference number [1st Registered postal number] requesting the following lawful documentation in order that settlement of any financial obligation lawfully owed can be tendered. It was further requested that ALL documentation were to be presented in SUBSTANCE and with FULL DISCLOSURE:

It is noted that as of the above date no reply has been received to the Notice of XXXX date. Accordingly delivery has now been affected of this second notice and opportunity to cure in order that you may now provide the documents which you may rely upon to validate your alleged claim. Under penalty of perjury and full personal liability including the Company your Operating from within, we strongly advise you respond to this second Notice.

You have made a claim and it must be lawfully evidenced with the previously demanded documents.

You will notice all our correspondence is written “in honor” not because we are not seething at the teeth with these scumbags but because we already know a judge might read it at a later date and we should be seen as whiter-than white. Moreover you can see we are turning up the heat by mentioning perjury and that they will be taking “personal liability.” (Something they will not do)

We have listed again for your convenience the documentation we require so we can settle this matter in an honorable manner without further delay and legal recourse on either part.

We would be willing to settle any financial obligation we might lawfully owe, on the alleged debt, on the condition that we received the following documentation from you. We require **ALL** documentation to be presented ~~to me~~ in **SUBSTANCE** and with **FULL DISCLOSURE**:

And again we are making it clear this is a "conditional acceptance" and we are in no way refusing to pay but we must have proof of their claim as with any claim the burden of proof is on THEM.

Below is where you would have copied and pasted what was in your first crafted notice and obviously you would have placed the appropriate laws which pertain to your "neck-of-the-woods" in there. If you live in the UK just leave it as is.

(a) Validation of the alleged debt owed with **FULL ACCOUNTING**

(b) A copy of the relevant and lawful Terms and Conditions

(c) A true and certified copy (**NOT photocopy**) of the Deed of Assignment (**NOT Notice of Assignment**)

(d) DEED OF NOVATION**:** My wet signature on any Tri-lateral agreement between your company/bank/myself.

(e) A true and certified copy (**NOT photocopy**) of the Original Credit Agreement

(f) Verification of your claim against me (a sworn affidavit or even just a signed invoice)

(g) Evidence that we gave permission to pass the alleged debt to your company

(h) The signed contract between myself and your company/organisation

Is this not the case that Under the Bills of exchange Act 1882 when you purchased the debt you actually settled any and all outstanding claimed debt and therefore any and all liabilities have been settled?

We hereby give you fourteen (14) days to reply to this notice from the above date. Your failure to provide the aforementioned documentation within fourteen (14) days, from the above date to validate your claim of debt, will constitute your agreement to the following terms -

1. The debt did not exist in the first instance and/or it has already been paid in full; and that you will be held liable for any and all damages to me incurred by any further actions.

2. Any negative remarks made to a credit reference agency be removed forthwith, and you will no longer pursue this matter. Since case law clearly states "Unenforceable debt cannot be placed on a credit file." (Court of Appeal Grace Vs Blackhorse) To do so will potentially incur claims for damages under the DPA.

3. Should you not be in possession of any of the aforementioned documents, or should you terminate your claim against without first providing proof of legitimacy, then you will be deemed to be party to a constructive fraud.

Should you peruse this matter without the aforementioned documents this will be dealt with by the full force of the law. we have studied the document of alleged claim with extreme caution and have found the whole document perjured under *uttering law*.

Take notice that you are required to provide all of the original information listed above.

Additionally your attention is drawn to the existing case law in respect of this request. See (Van Lynn Developments v Pelias Construction Co Ltd 1998.[3] All ER 824). Where Lord Denning MR said…

"The true Credit holder is entitled to view all the original sale agreement files and documents to ensure that the assignee can give him good discharge under the contract".

Again we are reminding them of existing case law (if you live elsewhere find an example that fits) this strengthens our position and makes it clear we know what we are talking about.

Please also note that any further invalid claims against [Your Name] and/or attempting to contact we will constitute Harassment under Section 1 of the Protection from Harassment Act 1997 and the Administration of Justice Act

1970 S.40, and against FCA guidelines, which may result in legal action for compensation for the anxiety and any financial loss caused.

Signed by:
xxxx: of the family xxxx

Authorized Representative

****

You can if you wish include a complete copy of the first notice, just make sure you reference that in the above second notice with adding something like this to the bottom…

"Enclosed a copy of the original notice in case it may have been mislaid <u>after</u> it was signed for as evidence by the signature and name [insert name/date] on the receipt held on file and as obtained from the post office."

You did remember to captured on the tracking post office website evidence didn't you? https://www.postoffice.co.uk/track-trace

This has the added bonus (for you) letting them know you have "evidence" they received it so there really is no excuse later when a judge slaps a lien in your favour on Mr. Scumbag.

Now we move onto our third and final notice in the first "Conditional Acceptance" round of documents. Again it is easy since all you will be doing is altering the top and tail of the document and again includes your third and final request for validation of claim via those documents. However you will see in the templates I have added some "rocket-fuel" to the third notice the DCA should be made aware of.

We have no need at this stage to break everything down as before so you now get to see the layout a little better on the next page. In fact we have left it as is because by now you can start to take note of the change in our approach, the increase in pressure we are exerting and pushing them into a corner from which there is no escape.

What usually hangs Mr. Scumbag is misplaced confidence. They are under the impression that because this crap works with uneducated people, we are all of the same mental disability. Technical Term: idiota – “with no legal knowledge” The fear they use on us we have now been turned upon them, the demands they make have been reversed and the threats now come from us, the living breathing and “thinking” being...nice eh?

We now move onto the third notice in the first set of three and by this time some (not all) DCA’s would have given up the claim simply by looking at their own cost and benefit analysis. Remember they are not doing anything in your favour, it just business to them and the human suffering does not come into it.

TIP: we have dealt with several claims at the same time and my tip in this area is always go for the lowest amount being claimed FIRST.

Why?

Because on a cost benefit analysis Scumbag & Co will back off quicker on the smaller amount. Now if they back off on that because it will not pay them to chase a claim they have no real right to it indicates they also have no real claim on any of the larger ones and you can continue to forge ahead with more confidence.

Of course they will fight harder for higher amounts but be under no illusion, if they have not got the documentation for the lower amount they most certainly will not for any other. Always go for the smallest amount first. We went for a £95 claim on the first letter and they gave up.

However, when they did give up it indicated the rest (there were four separate claims amounting to around £10,000) had no basis for validation either.

And even on the £95 claim they gave up on we still sent them “The fourth protocol” (we’ll explain that later.)

See the final conditional acceptance notice on the next page...

THE THIRD LETTER

NON NEGOTIABLE

[YOUR ADDRESS HERE]

FAO: Peter Rabbit doing Business as Chief Executive Officer of XYZ
[Company Name]
[Their address line 1]
[Their address line 2]
[Their address line 3]
[Their postcode]

[Date]

Document Ref number [recorded delivery serial number "-3"]

Re: Reference Number: [ACCOUNT NUMBER/s from DCA]

NOTICE OF DEFAULT
AND CONDITIONAL ACCEPTANCE OF CLAIM

Notice to agent is notice to principal, notice to principal is notice to agent

To: [CEO Name] Acting as MD/CEO of Scumbag & Co

'You are in receipt of Notices sent to you via Royal Mail recorded delivery on three (3) occasions [list dates **/**/**** and **/**/**** and also this one dated **/**/****] with track and trace confirmation of delivery.

To date you have failed to provide the true original documents and lawful first hand evidence that requires a discharge any lawful owing debt due to [insert company name/ceo].

Take Notice that [Agent/CEO name] has been requested and required a total now of three (3) times to provide proof of a valid claim. To which to this day [date here], you have ignored, knowingly, willingly and wilfully with intent of your own free will and omission.

We are perplexed at your total disregard for the laws of our land and would urge you to consider seriously this lawful request and the implications of your silence in this matter.

Take Notice [Fist/last name CEO] with the company you are operating from, for a third and final time, you are requested to provide this true and original documentation as and required in the form of an affidavit, made under full personal private liability and under penalty of perjury by each of the deponent who has the authority to bind the Company in Contract with 'we, and must sign, date and name clearly printed in own hand and all done in wet ink, and not printed off the printer.

Now the reason we put this (above) in is that we know they will not accept any liability since they know full well they are operating in fraud and banking (literally) on the ignorance of the recipient. So there is no way on God's green earth they will put their name to anything.

Documentation has now been requested a total of three (3) times to prove this claim against us and no such documentation has been provided at any time, by the individual nor by the Company.

Take Notice that this is the final occasion that any request and requirement will be made. It is clear that we have stated on every occasion that <u>we will settle any lawful obligation</u> we may have upon <u>valid and lawful proof of claim</u>, no such proof of claim has to this date been provided to us by you the individual [name/CEO] or the Company/s you operate from.

Nothing has been proven yet. Therefore unless we receive all of the original true documentation requested within a further fourteen (14) more days, from the date of this final notice we will proceed with our own litigation against these claims you seem unable to either consider or simply do not have the documents to show a valid claim we have demanded of you on previous occasions.

We list for yet again the required documents as these will be asked for by anyone sitting in judgement of your claim you are well aware form the basis of all contract laws and laws of equity, these must be provided as evidence of your claim.

You are reminded yet again for the third and final time we demand the following documents that will validate the alleged debt you claim we owe you.

(a) Validation of the alleged debt owed with **FULL ACCOUNTING**
(b) A copy of the relevant and lawful Terms and Conditions

(c) A true and certified copy (**NOT photocopy**) of the Deed of Assignment (**NOT Notice of Assignment**)
(d) DEED OF NOVATION**:** My wet signature on any Tri-lateral agreement between your company/bank/myself.
(e) A true and certified copy (**NOT photocopy**) of the Original Credit Agreement
(f) Verification of your claim against me (a sworn affidavit or even just a signed invoice)
(g) Evidence that we gave permission to pass the alleged debt to your company
(h) The signed contract between myself and your company/organisation

You have yet to reply to this basic question (above) which seems odd if you do have a valid claim, a simple yes or no will suffice, providing it is the correct lawful answer.

We will state for the record again this notice is NOT a refusal to pay, it is a “conditional acceptance” to settle the alleged debt upon proof that [company name/CEO] has a valid claim and the only requirements we have of you and your company at this time is you furnish us with proof of your claim.

The company you operate from, can and will be sued, under the law to the Maximum for fair and just compensations if you continue to harass us without a valid claim.

We hereby give you another (3rd) fourteen (14) days to reply to this notice from the above date. Your failure to provide the aforementioned documentation within fourteen (14) days, from the above date, to validate your claim, will constitute your agreement to the following terms -

1. The debt did not exist in the first instance and/or it has already been paid in full; and that you will be held liable for any and all damages to me incurred by any further actions.

2. Any negative remarks made to a credit reference agency be removed forthwith, and you will no longer pursue this matter. Since case law clearly states "Unenforceable debt cannot be placed on a credit file." (Court of Appeal Grace Vs Blackhorse) To do so will potentially incur claims for damages under the DPA.

3. Should you not be in possession of any of the aforementioned documents, or should you terminate your claim against we without first providing proof of legitimacy, then you will be deemed to be party to a constructive fraud.

Should you peruse this matter without the aforementioned documents this will be dealt with by the full force of the law. We have studied the document of alleged claim with extreme caution and have found the whole document perjured under *uttering law should no documentation be evidence*.

Again we ask you: Do you wish to proceed any further?

If so...

You knowingly, willingly, willfully with intent of your own free will and omission by your own hands will be made liable for your actions.

However, should you wish to proceed to Court with an unsubstantiated claim we will immediately make an application to the court for full disclosure.

Also ‘we, will request to the Court that you supply all of the True Original Document/s. And we will peruse our own claim. [Here you will add up your total fees & all previous money you paid (you got that from your bank remember) then total the lot and put it in here]

Whilst the matter may be before the court, let it be known it is our intention to initiate a private lien which may place your personal property at risk.

We will initiate a private lien against you [CEO NAME] which may place your personal property at risk, please take this seriously as we honestly do wish to settle this matter in an equitable manner for the benefit of both sides.

The above two paragraphs are making it clear we are not going to let this "tort" go unpunished

Any further correspondence from me, if this third (3rd) and final demand for validation is ignored, we will be peruse the matter in the form of an affidavit. Then you of course will have the option to rebut the affidavit in full and in substance.

Failure to rebut the affidavit point-by-point will result in commencement proceedings against you [CEO/AGENT/COMPANY]

Now of you have been paying attention to my previous videos and books you will know a "fictional entity" such as a corporation cannot rebut an affidavit since they are FICTIONAL. Unless someone is going to take full liability for this claim (which no one will) they lose by default.

You have 14 days from the registered and documented receipt of this

NOTICE OF DEFAULT
AND CONDITIONAL ACCEPTANCE OF CLAIM

Signed By; xxx: family of xxx

Authorised representative

ALL-RIGHTS-RESERVED. WITHOUT-RECOURSE. NON-ASSUMPTIVE.

****

So there you have the first round of our three letter debt replies, each one gets slightly stronger than the other since we already know in most, if not all cases, it is we who have the higher ground. No matter what the scumbags claim or say, no matter what letters they write in an attempt to scare you into submission remember one thing...THEY HAVE NOTHING BUT YOUR FEAR TO WORK WITH.

In the next section we continue to explain our strategy, after all we would not be making our own claims without having a solid base to back them up and for those of you who have already purchased my book “The lien machine” you already know in essence what is coming at them. The difference this time is we have already collected the evidence of an invalid claim...three times!

Just to recap on the process so far:

Notice 1 = Conditional acceptance, in essence all three come under this heading.

Notice 2 = Opportunity to cure, we gave them the benefit of the doubt and most likely they ignored us.

Notice 3 = Default notice but we are still playing nice and giving the a final opportunity to settle the alleged claim.

SO YOU THINK YOU HAVE WON?

The notice most if not all people tend not to deal with is the reply once you “think” you have won by getting that ***“We have closed you account and will not be coming after you for any-more but take no liability”*** sort of letter.

We appreciate that to get to this stage it has taken far more than a single letter because we know they will not go down without a fight. But here is my thinking on this and you can decide for yourself just how far you wish to take the matter, if at all.

They have backed off because they do not have a valid claim and if they state they take no liability they are relying on you to walk away in <u>silence</u> and gain your tacit agreement to that “clause” in CONTRACT!

But if your reading this you are no fool and that BS will not work with a woke adversary such as you. They effectively stole money from you, maybe even for years prior to that admission, and be under no illusion it is an admission whatever way they word it.

So are you going to celebrate because the thief has stopped robbing you?

Are you going to sit back thinking you have won when they still have all your previous stolen goods/money?

Like hell we are! These scumbags need a lesson in the law and you are going to go after them like the hounds of hell.

We are including the following letter because you will not find it in any “3 letter” system we have attempted to find, since they all tend to stop once you get the scumbags off your back as it were and leave you with the impression you won...not yet you haven't.

We know this letter may seem out of synch with the process but it seemed appropriate to include it here so you know in the grand scheme of things what NOT to do when blindly accepting Mr. Scumbags “offer” which is what it is if you say nothing. we don’t think we have to break this one down since it is very obvious what is being said although we will explain in part why we have written some things the way we have.

We have pulled no punches in demanding they do what we say since now they have committed themselves to what we think is a “tacit” admission of guilt and we our almost certain that if it went to court the judge would demand they see the documentation Mr. Scumbag does not have (he is screwed.)

On this next page is what I call **“The Fourth Protocol”**

THE FOURTH PROTOCOL

NON-NEGOTIABLE

[Your Name]
[Your house name or number]
[Your Address line 1]
[Your address line 2]
[Your postcode]

FAO: Peter Rabbit doing Business as Chief Executive Officer of XYZ
[Their address line 1]
[Their address line 2]
[Their address line 3]
[Their postcode]

[Date]

Your Ref [Registered postal number but now add "-?" to the end]

**NOTICE OF CONDITIONAL ACCEPTANCE
OF FINAL OFFER AND COUNTER CLAIM**

Notice to agent is notice to principal, notice to principal is notice to agent

[Postal reference number here with "-?" at the end to keep a track of how many times you have written to them]

Re: Reference Number: [ACCOUNT NUMBER]

To: CEO Name [Mr. Scumbag]

It was noted we received your confirmation of no longer perusing your claim against me and confirming the position you have now taken. However in response to you, your company or agents thereof admitting no liability, this is ***not accepted.***

What we had done here is separated the two “conditions” Mr. Scumbag set out in his idea of a settlement (above) (1) stop asking for money (2) We take no liability.

We have a few outstanding questions that we would like you to answer. [These are all “set-up” questions]

1. Why have you decided to cease your claim against me? [they are screwed and cannot answer]

2. Where are the documents we asked for which are still outstanding? [screwed again]

3. What law are you referring to when you claim to have no liability for the historical payments you received without production of a valid claim? [Screwed again]

4. What law exempts you from liability for your recent invalid demands and actions against me by making such claims and the collection of any and all previous payments? [And screwed again]

We have no doubt that if you <u>did have a valid claim</u> you would not have agreed to settle this matter by ceasing your claim against me as stated in your correspondence dated [date here/ref].

It’s noted that you never had a valid claim and without the lawful documentation we have requested on the many occasions listed below, one can only draw the assumption your claim and all previous payments were not valid and we paid in error. [We have been careful not to accuse them here but make it clear also that all previous payments have been made by a fraudulent claim. The reason we keep doing this is for the nuke later. Oh you thought this was the nuke...ha ha no my dear friends, this is a warm up]

[NOW LIST EVERY THING YOU HAVE PREVIOUSLY SENT THEM WITH TITLE OF DOCUMENT, DATE AND POSTAL REFERENCE NUMBER bullet points only]

It appears you have been paid a substantial amount of money of which you had no title to and this “could” be seen as constructive fraud if you are unable to furnish me with these lawful documents. We demand to see those documents and the full accounting as laid out in our previous correspondence. [Again we have not made a direct accusation but hinged it on production of the documents. It “could” be seen as such but we never said it was]

The retraction of your claim against me is insufficient and we demand you refund everything paid to you under the misleading assumptions you gave that we were indebted to you or your organisation where in fact no debt to you existed. [Again we our feeding the nuke]

Your claim of "no liability" does not excuse you in any legal sense from the matter unless through our silence you were expecting a tacit agreement which we DO NOT GIVE YOU CONSENT FOR, NOR AGREE TO.

Would you think it an equitable settlement if a thief agreed not to steal from you in the future but was unwilling to return what he had already stolen?

Therefore, in the case of your inability to produce the documents attempting unjust enrichment through an invalid claim, it should be clear to you that in principal the above analogy is applicable in this situation. [Could not resist in saying that, but you must admit it is true]

We have been in touch with our bank and they have given us the full accounting via statements of the total amount paid to you over [put period of time here] which adds up to a total of [put total amount here]

As we made clear on our previous notices we would include our final total of the fees as laid out in the schedule of fees. See appendix one for a total breakdown and accounting of applicable fees by date and document reference order.
[Now fill out whatever it was making sure you date/reference every entry in an acceptable way to make it clear what you did, when you did it and how much you charged and then total that at the bottom. Now attach that invoice to this letter]

Accepting that you have been unable produced any valid claim and supporting evidential documentation, then it’s not unreasonable to demand a prompt refund of all payments made. The accounting for the payments made to date together with the fees for this tort against our person is provided to facilitate an expedited refund.

[Now add up your fees, add the bank total and make it clear this should be paid within 7 days a full and final settlement and the matter will be closed.]

Should you fail to settle the debt you owe us by [Date:], action will be taken which could result in you personally [CEO NAME] being summons to court on potentially serious charges. [Come on you have to admit it, it feels good to be the hunter]

If you chose to settle this matter honourably and agree within 14 days to the proposed settlement terms listed herein we can agree this matter is to be closed. [what a nice person you are]

We think it fair to warn you that should you wish to defend your actions in court we will be within our rights to increase our claim by ***four times*** the amount listed above in addition to court cost and damages.

If at this late stage you still wish to challenge our claim then you are required to furnish us with the answers to those very pertinent questions listed in the first part of this notice, failure to do so could result in proceedings which we our sure you wish to avoid. [On the off chance they reply answering any of those questions places them in an impossible legal position. If they ignore this conditional final settlement offer, no problem, we already have the fact they have had to back off, now the judge will also want to know why]

You now have 14 days notice before further action is taken.

Without prejudice

xxxx: of the famliy xxxx

Authorized Representative

So there you have the missing protocol that many debt letter systems do not include but as we have said before this book has taken a long time to make sure it is we who turn into the hunters. We don’t know about you but we are feeling rather good about all this now:-)

So, save this one for when you get that “Back off letter” from Mr. Scumbag then use it to reply as soon as you can which blocks your tacit agreement in them not taking liability, the hell they won’t.

In the next short section (before we move to the next stage) we want to give you the reasons behind the three strike rules and why we use them.

In the next small section I explain the “Three Strike Rule” in plain detail...

THE THREE STRIKE RULE

To fully understand why the three strike rule applies to any and all or communication is fairly simple and not one we are going to spend too much time on.

However, as we stated previously we are trying to give you as much information as possible in order to install as much confidence in your dealings with these scumbags as possible.

Remember everything we get through the postal service from these parasites and any others trespassing on our property (that includes us as living beings) all use the three strike rule and we should get to know them in order to do the same to Mr. Scumbag and any other trespasser.

Strike One: If they ignore the first notice this “could” be construed as accidental and no judge will enforce a claim based on a single “accidental” transgression (from either side)

Strike Two: A second transgression is deemed disrespectful (not accidental) and has begun to weaken any defence the transgressor may have.

Strike Three: Is classed as having “ILL INTENT” and by law deserving of all punitive damages as described in the notice of claim.

This is why WE <u>must not</u> ignore those letters because it is what they want to make life easy for them. If you (Or they) ignore all three claims or counter-claims or in our case “Notice of conditional acceptance” THEY LOSE BY DEFAULT! On the third strike!

Now you know.

Before we move on, for those who live outside of the UK about the specific citations one can use, in this case the USA in the next section we have included a set of questions we found on the net.

The reason we our including this is to help my American readers to find the appropriate laws and save you time. If you do live in the UK then you can skip to the section after that.

It was always my intent to make this book as generic as possible using any and all laws to aid everyone in dealing with these scumbags. We suspect that many of you will have your own ideas as to what specific laws you could add to what we have already done and even on the UK laws my list contained within the first document is not exhaustive and can we have no doubt be added to if one were to study deeper.

However all we want to do is make it clear they are breaching the most serious of laws and that they get a clear message and we think we have done that already so why waste time with more obscure laws when we have the hammer already.

OK, so my AMERICAN READERS THE NEXT SECTION IS FOR YOU…

It is a series of questions you can ask the debt collector which in effect are things they MUST rebut in substance (it’s not good enough just to say something they have to “evidence” it.)

We have listed some of the overarching laws you can conduct a search on to include within your own letters. They are to help you locate the most appropriate laws faster but as you can appreciate it would take me a very long time to dig out all laws covering all possible locations around the world.

So please feel free to dig a little deeper on the following areas of your national laws…

Fraud
Postal fraud
Trespass laws (Yes take a look at Black dictionary, then check the laws, you are your property)

Demanding money under false pretences
Demanding money with malice/menaces
Racketeering (That's a good one) Also known as “RICO laws”
Bills of exchange (Act) pick your countries date as they differ from nation to national
Harassment laws
Truth in Lending act (USA) *15 USC §§ 1601-1667j* (full disclosure)
U.C.C. **-** ARTICLE 3 § 3-301 & 501
Fair Debt Collection Practices Act, 15 USC §1692g
Truth in Lending (Regulation Z), 12 CFR 226

As an additional warning for my USA readers you might want to add to the opening of your notice (or the end):

Under US Code TITLE 15 > CHAPTER 41 > SUBCHAPTER V > § 1692g part b),

“*This debt is now officially in dispute. By law, all collection activities must cease until this matter is resolved. You are hereby given notice.”*

Do some more research on the term “Holder in due course” and that again, no matter where you live will have implications that you could include in your written communication. Remember all the above is in ADDITION to the demands you make about the list of documents you require as we mention in the first letter on sections A through to H.

You might also want to ***end*** your letter (American readers) with something like this….

Blatant disregard for this law is subject to fines by the FTC. You are advised to consult legal council on this matter.

We are giving you formal notice that failure to respond to this letter through a verified and validated proof of claim within 21 days as we have asked for, **point for point** will be taken as an administrative default.

Please be advised. A COPY of the said Note and or an Affidavit of Loss or any other forms will not be acceptable.

Please contact me in writing to arrange for an appropriate point of inspection in (city):____________________________________, (county) __________________ (state), ______________________________.

Litigation is very expensive and should be avoided at all cost. This is my good faith attempt to resolve this matter before we our forced to litigate against your company in both state and federal court. we our pleading with you to resolve this matter privately and civilly as to avoid burdening our courts with this matter. If we have to, we will see you in court. This is not an idle threat.

Please take this matter seriously.

Sincerely,
By: xxxx: of the family xxxx

Authorised Representative

However of course you are free to write your parting legal cannon fire any way you wish.

In the next section there are some helpful questions you may wish to include taken in most part from existing process in the USA. But as you will see later I have included some of them for the UK as part of an affidavit. You can use these at your own discretion...

Now onto those questions…(Which can be used to form your affidavit in the final salvo.) Especially when they cannot give you replies in substance. We are sure many of you, irrespective of specific USA laws can “cherry-pick” from the list of questions below and throw them into your counter-claim / affidavits no matter where you are.

My thanks to Jack for supplying these questions

USA QUESTION SECTION

DEBT COLLECTOR DISCLOSURE STATEMENT

Re “Offer of Performance”

This statement and the answers contained herein may be used by Respondent, if necessary, in any court of competent jurisdiction.

Respondent’s Private International Administrative Remedy Demand No. [place your postal ref number here]

Notice: This Debt Collector Disclosure Statement is not a substitute for, nor the equivalent of, the aforementioned-requested verification of the record, we "*Confirmation of correctness, truth, or authenticity, by affidavit, oath, or deposition*" (Black's Law Dictionary, Sixth Edition, 1990), re the alleged debt, and must be completed in accordance with the *Fair Debt Collection Practices Act*, 15 USC §1692g, applicable portions of *Truth in Lending* (*Regulation Z*), 12 CFR 226, and demands as cited above in Offer of Performance. Debt Collector must make all required disclosures clearly and conspicuously in writing re the following:

1. Name of Debt Collector:____

2. Address of Debt Collector:____

3. Name of alleged Debtor:____

4. Address of alleged Debtor: ____

5. Alleged Account Number: ____

6. Alleged debt owed: $__________________________

7. Date alleged debt became payable:____

8. Re this alleged account, what is the name and address of the alleged Original Creditor, if different from Debt Collector?____

9. Re this alleged account, if Debt Collector is different from alleged Original Creditor, does Debt Collector have a bona fide affidavit of assignment to enter into alleged original contract between alleged Original Creditor and alleged Debtor? YES NO

10. Did Debt Collector purchase this alleged account from the alleged Original Creditor? YES NO N/A (Not Applicable)

11. If applicable, date of purchase of this alleged account from alleged Original Creditor, and purchase amount:
Date: ____ Amount:
$____

12. Did Debt Collector purchase this alleged account from a previous debt collector? YES NO N/A

13. If applicable, date of purchase of this alleged account from previous debt collector, and purchase amount:
Date: ____ Amount:
$____

14. Regarding this alleged account, Debt Collector is currently the:
(a) Owner; (b) Assignee; (c) Other – explain:
____
____
____

15. What & where are the terms of the transfer of rights re this alleged account?
____
____
____

16. If applicable, transfer of rights re this alleged account was executed by the following method:
(a) Assignment; (b) Negotiation; (c) Novation; (d) Other –
explain:____
____
____

17. If the transfer of rights re this alleged account was by assignment, was there consideration? YES NO N/A

18. What is the nature and cause of the consideration cited in # 17 above?____
____

19. If the transfer of rights re this alleged account was by negotiation, was the alleged account taken for value?
YES NO N/A

20. What is the nature and cause of any value cited in #19 above?____

21. If the transfer of rights re this alleged account was by novation, was consent given by alleged Debtor? YES NO N/A

22. What is the nature and cause of any consent cited in # 21 above?____

23. Has Debt Collector provided alleged Debtor with the requisite *verification* of the alleged debt as required by the *Fair Debt Collection Practices Act*? YES NO

24. Date said verification cited above in # 23 was provided alleged Debtor:____________________________________

25. Was said verification cited above in # 23 in the form of a sworn or affirmed oath, affidavit, or deposition? YES NO

26. Verification cited above in # 23 was provided alleged Debtor in the form of: OATH AFFIDAVIT DEPOSITION

27. Does Debt Collector have knowledge of any claim(s)/defense(s) re this alleged account? YES NO

28. What is the nature and cause of any claim(s)/defence(s) re this alleged account?

____

29. Was alleged Debtor sold any products/services by Debt Collector? YES NO

30. What is the nature and cause of any products/services cited above in # 29?____

31. Does there exist a verifiable, bona fide, original commercial instrument between Debt Collector and alleged Debtor containing alleged Debtor’s bona fide signature? YES/ NO

32. What is the nature and cause of any verifiable commercial instrument cited above in #
31?____
____
____
__

33. Does there exist verifiable evidence of an exchange of a benefit or detriment between Debt Collector and alleged Debtor? YES NO

34. What is the nature and cause of this evidence of an exchange of a benefit or detriment as cited above in #
33?____
____
____
__

35. Does any evidence exist of verifiable external act(s) giving the objective semblance of agreement between Debt Collector and alleged Debtor? YES NO

36. What is the nature and cause of any external act(s) giving the objective semblance of agreement from #35
above?____
____
____
_____

37. Have any charge-offs been made by any creditor or debt collector regarding this alleged account? YES NO

38. Have any insurance claims been made by any creditor or debt collector regarding this alleged account? YES NO

39. Have any tax write-offs been made by any creditor or debt collector regarding this alleged account? YES NO

40. Have any tax deductions been made by any creditor or debt collector regarding this alleged account? YES NO

41. Have any judgments been obtained by any creditor or debt collector regarding this alleged account? YES NO

42. At the time the alleged original contract was executed, were all parties apprised of the meaning of the terms and conditions of said alleged original contract? YES NO

43. At the time the alleged original contract was executed, were all parties advised of the importance of consulting a licensed legal professional before executing the alleged contract? YES NO

44. At the time the alleged original contract was executed, were all parties apprised that said alleged contract was a private credit instrument? YES NO

Debt Collector's failure, both intentional and otherwise, to complete/answer points "1" through "44" above and return this Debt Collector Disclosure Statement, as well as provide Respondent with the requisite *verification* validating the herein-above referenced alleged debt, constitutes Debt Collector's tacit agreement that Debt Collector has no verifiable, lawful, bona fide claim re the herein above-referenced alleged account, and that Debt Collector tacitly agrees that Debt Collector waives all claims against Respondent and indemnifies and holds Respondent harmless against any and all costs and fees heretofore and hereafter incurred and related re any and all collection attempts involving the herein-above-referenced alleged account.

Declaration: The Undersigned hereby declares under penalty of perjury of the laws of this State that the statements made in this Debt Collector Disclosure Statement are true and correct in accordance with the Undersigned's best first-hand knowledge and belief.

Date Printed name of Signatory

Official Title of Signatory Authorized Signature for Debt Collector

Debt Collector must timely complete and return this Debt Collector Disclosure Statement, along with all required documents referenced in said Debt Collector Disclosure Statement. Debt Collector's claim will not be considered if any portion of this Debt Collector Disclosure Statement is not completed and timely returned with all required documents, which specifically includes the requisite *verification*, made in accordance with law and codified in the *Fair Debt Collection Practices Act* at 15 USC §1692 et seq., and which states in relevant part:

“*A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt*,” which includes “*the false representation of the character, or legal status of any debt*,” and “*the threat to take any action that cannot legally be taken*,” all of which are violations of law.

If the Debt Collector does not respond as required by law, Debt Collector’s claim will not be considered and Debt Collector may be liable for damages for any continued collection efforts, as well as any other injury sustained by Respondent. Please allow thirty (21) days for processing after Respondent’s receipt of Debt Collector’s response.

All the above will do exactly what we want it to do…

Put Mr. Scumbag on notice that we will not just sit back any-more and accept fraudulent claims and the burden of proof is on them to validate those claims.

Remember you have made a “conditional offer” so no court appearance is on the horizon, even if they claim it is.

To be frank, if anyone is going to be on the wrong end of a court appearance it won’t be YOU!

I have included a link here for my USA readers to some extra information on how collectors of debt can be held accountable:

https://www.ktnv.com/marketplace/legal/know-your-rights-when-dealing-with-debt-collectors

Just to round up the USA readers section on this area I have included...

What Is the Truth in Lending Act (TILA)?

The Truth in Lending Act (TILA) is a federal law enacted in 1968 to help protect consumers in their dealings with lenders and creditors. The TILA was implemented by the Federal Reserve Board through a series of regulations. Some of the most important aspects of the act concern the information that must be disclosed to a borrower prior to extending credit, such as the annual percentage rate (APR), the term of the loan, and the total costs to the borrower. This information must be conspicuous on documents presented to the borrower before signing and in some cases on the borrower’s periodic billing statements.

Non US readers rejoin us here…

We think we are well past that time we take back our rights and stop any vexatious claims against us made through nothing more than our lack of understanding/knowledge and fear of consequences that in most, if not all cases does not exist. FEAR = False Evidence Appearing Real

We hope the above sections/questions not only make it clear we have more power than we previously thought we had, but the DCA's have little or none to enforce their invalid claims. In most instances DCA's are chasing the low hanging fruit and once they meet resistance they look more closely at the credibility of your paperwork that's why it has to be <u>beyond excellent</u>. If it looks like you grabbed a template and spend 5 minutes on it then they will ignore it. Make sure you proof read it and get someone else to check it as.

Your Paperwork needs to be on par with correspondence from a solicitor and its strongly suggested you collect as many examples of these for your "crib collection", then study them and try and pick up on the style, layout and phraseology used. Again this would be time well spend and a good investment in your "education".

It gets much easier from this point onwards because we have done most of the work in the first notice and listed the appropriate laws, asked for the required documents and given them a specific amount of time to respond.

Consider at this stage of your study how much you have learnt already, how much more confident you are about lawfully dealing with scumbags who dare to trespass against you.

It all boils down to one simple thing…

Whatever the claim it is THEY who have the **burden of proof**…

The ideal tyranny is that which is ignorantly self-administered by its victims. The most perfect slaves are, therefore, those which blissfully and unaware enslave themselves.
Charles de Montesquieu

THE FORTH PROTOCOL: At some point during this process many of the scumbags will relinquish their claim because they know there is no legal claim (it is an alleged legal and not lawful claim because it's contract law)

Now for those of you who **do** get that final letter saying Scumbag & Co will back off you will send the forth protocol document which in most 3 letter debt systems does not exist, since many assume you will be happy just to have them off your back. But of course that is not how we are going to play the game...Now it’s our turn!

Of course if they do stop claiming from you, it is your prerogative to cease any further communication at that point, but then would you not like your stolen money back?

But again you “could” walk away at this point and get on with your life, that is always something you can consider if you are so inclined to and no one would think any less of you (apart from Mr. Scumbag that is.)

So by now some DCA’s have looked at the cost benefit analysis and thought “this fighting fish is not worth our time so we will let it go in favour of easier prey.” Which is exactly what they calculate business on. Better to go for the easy targets (low hanging fruit) than those who know a con when they see one and they move on.

So now comes the next steps in my own protocol/process assuming either they are still fighting or have given in, we certainly have not. Remember we made it clear we would peruse them and this is exactly what we intend to do.

Just to be clear, ***you only send*** the 4th protocol document if ***they*** have given up but ***you wish to continue***, which we hope you do. However for those Mr. Scumbags who are still chasing you we initiate the next three documents which are in the form of your affidavits.

These are all legal documents and as we have stated on many previous occasions. “What remains unrebutted stands as truth in law.” And this is now how we win without leaving the comfort of our own home.

Now we know there are some who already know we have enough just to send them a single affidavit and get the court ball rolling since they have clearly had three strikes. And yes you could do that but the reason we our taking the two extra affidavit “strikes” is we want you to work with the future in mind.

What we mean by that is unlike Mr. Scumbag we are anticipating a judge in the future will take a very close look at our efforts to settle the matter (PAP) and let’s be honest here, the court systems is as corrupt as the banking system, which includes all those Mr. Scumbags, so let us not leave them any room to manoeuvre us out of our lawful counter-claim.

It is for this reason we are going to leave the judge with no alternative but to impose a judgement against on Mr. Scumbag to the value we have asked for in settlement of “our claim” against Scumbag & Co.

You may think it overkill but think what you are doing, think what all of us are trying to do. We are starting to dismantle the foundations of financial fraud within the system and be under no illusion they will know that too and will try and find every way possible to stop us doing it...STAND YOUR GROUND!

As we pointed out in my Lien machine book, by way of these affidavits we are removing the “opinions” of the judge. He cannot interlope on our private claim because he has <u>no firsthand knowledge</u>, therefore all we have to do make sure we have done everything we can to settle the matter so he (the judge) stamps that judgement/summons and later the warrant to go collect our booty with the help of collection agents and police if necessary….Ah the sweet smell of success at the turn of the tables.

It is well you are reminded at this stage of the information we listed in “The Lien Machine” about the maxims of law, especially with debt collectors in mind.

Below are maxims that surround the rightfulness and lawfulness of the Commercial Affidavit Process.

This by no means is an exhaustive list:

Regarding Justice

- — All are equal under the Law. (Even the Scumbags)
- — A matter must be expressed to be resolved. (Why we give notices and affidavits)
- — Claims made without accountability are void. (Valid claim documents are always required)
- — Might does not make right. (Harassment does not make it true)
- — Force, perjury or subornation of perjury, voids all. (No proof, no claim, you lied Mr. Scumbag!)
- — Fraud vitiates the most solemn promise. (You broke the law several times)
- — While the battle continues, he who first leaves the field or refuses to contend loses by default. (If they give up you have got them, no liability my ass!)
- — You are free to make any decision you wish, but you are never free to escape the consequences of your decisions. (They attack you, you destroy them)

- — A labourer is worthy of his hire. (Your Fee schedule)
- — Thou shalt not steal. (Pretty obvious, Mr. Scumbag stole from you)

Regarding Truth

- — Truth stands supreme. (Only truth has jurisdiction)
- — Truth affects but cannot be affected. (No judge can question the truth)
- — Truth is expressed in the form of an affidavit. (They are so screwed)
- — Truth will out. (We will win)
- — An unrebutted affidavit stands as the truth. (Now you know why we use them)
- — An affidavit must be rebutted point-for-point. (They will fail because they are in dishonour and have no documentation)
- — Thou shall not bear false witness. (They will be charged with perjury)
- — Ignorance is no respecter, it affects all without regard to position or title. (Which means even the CEO can be dealt with and no one is above the law)

Most people think an affidavit is a difficult document to get correct. Well we are here to tell you as long as you get the gist of it in your head the notary public and any judge will see it is clearly a statement of truth written as such and you will have no problems. Obviously we have included templates for you to make sure you only have to fill in the “middle sections” stating your case and your done.

Remember we told you to log all your dates and postal reference numbers previously which is why your affidavit will be much easier to write now in correct date order citing those evidence (postal) reference numbers.

In simple terms you write down ***The Exact Truth*** of what occurred, ***based on your first-hand knowledge***, including any necessary supporting documentation (exhibits). You will be writing under penalty of perjury, so ***do not lie,*** or make any Statements you cannot prove. You explain the 'wrong', and you claim damages. You claim damages that you feel you deserve via your fees accounting, past error payments and level of distress caused.

You write this in the form of a sworn Affidavit/Statement of Truth and send it to whoever 'wronged' you, giving them 10 / 14 / 21 / 30 days (length of time is up to you) to rebut what you have said. You tell them that you will remove any Statements they can **prove** to be incorrect, but the result (after all removals) will be Notarised and placed on to the Public Record.

You must take this step. Because it is honourable, and you must remain in honour. You cannot expect a Lien to work if you cannot prove this step. Thus your Notice should be sent by **Recorded/Special Delivery**, such that you can prove it was received. If you do not take this step you can expect your collar to be felt at some later date because it is essential, and the essence of the Law, is that a party you consider offended you has the chance put their side of the story, and you must not deny them that chance.

THREE STEP AFFIDAVIT PROCESS

Our three step affidavit process is fairly simple:

1. You create and send them your first affidavit which sets out your claims, dates and reference numbers of what, when and how you did what you did throughout you conditional acceptance process. Try to write in "bullet-points" only, not some long-winded epic, be concise.

Now if they take you seriously they will <u>have to</u> rebut point-for point each and every assertion you have made with evidence. What remains is the <u>second affidavit</u>, of course they won't be able to rebut anything so chances are your first one was spot on.

2. Second (updated affidavit) if they have any evidence and not just said they rebut what you have stated as that does not hold water in any court. If they do not rebut your first statement of truth (affidavit) we would suggest just like you did on the conditional offer of alleged claim you send them the first one again (just in case they lost the first one) but of course you have logged the signature from your postal records so you can include that reference as well.

If they ignore this one they are completely screwed (well they are anyway) because you can add an additional notice informing them there will be no further direct communication from you on this matter and it will now be handed over to the courts to make a decision as to what happens next (although you already know.) It's worth Mentioning the courts now favour the parties agreeing to an arbitration and only if they refuse or can't agree then it's put before a judge,

3. Now to the 3rd affidavit, this one is for YOU ONLY. There is now no need to send Mr. Scumbag your final affidavit because you are going to get this witnessed by two people and get a public notary to sign, date and stamp it. This is the final document in the listing of your claim. we say the "listing" because you will be filling out one more document call a "Certificate of

default" later but we will come to that since that is what the courts will use to issue the warrant. This step might not be required in many cases but we like to leave no stone unturned.

Note: Public Notaries have been warned off assisting in claims against banks and their agents i.e. DCA's. If you are refused, then ask them to write a note on a comps slip to say they can't assist you. If you have two refusals, then the Bills of Exchange Act 1882 S94 I think say in the instance were no Notary is available the two people of standing may act as notary. See below for clarification...

Protest when notary not accessible.

[F30(1)]Where a dishonoured bill or note is authorised or required to be protested, and the services of a notary cannot be obtained at the place where the bill is dishonoured, any householder or substantial resident of the place may, in the presence of two witnesses, give a certificate, signed by them, attesting the dishonour of the bill, and the certificate shall in all respects operate as if it were a formal protest of the bill. The form given in Schedule 1 to this Act may be used with necessary modifications, and if used shall be sufficient.

[F31(2)In subsection (1), " notary " includes a person who, for the purposes of the Legal Services Act 2007, is an authorised person in relation to any activity which constitutes a notarial activity (within the meaning of that Act).]

Affidavit TIP:

Each point you make you will cross reference it by saying "Exhibit A, B, C etc..." as evidence you have stated the truth. (Which is more than Mr. Scumbag can do.)

Example: *We sent Mr. Scumbag a conditional acceptance on the 25th of November 2020 requesting Mr. Scumbag or an agent thereof send us validation of his alleged claim; postal reference [123456-1] the document and evidence of receipt (screen capture/printout of signature, name and date) This document is listed as **exhibit A** in the accompanying documents. He failed to provide any documents and continued to send demands (if you have his correspondence this would be **"exhibit A1" since it was the reply you got from your first attempt at settling this matter.*** It makes life easy for the judge to see how they have responded on each occasion and your efforts to settle the matter in honour.
You will now work your way down the totality of your efforts keeping what you say brief and to the point, facts only please! (With evidence (exhibits)).

Work from the most recent backwards.

We will make litigators out of you yet:-) Known as "Litigants in Person" (Non bar of course)

For those who are still thinking to go in to Court as the Man or from the private please consider the court can and will only see or recognise Persons.

The Court will ignore everything if you place it outside of the jurisdiction of the court. So whilst you may not be a person, you most certainly do have a person and it’s that avatar you should be using, after all this is a commercial claim in a commercial court. Remember also you are relying on the court to give you a favourable outcome so the last thing you want to do is alienate the Court and the Judge.

Now you may well ask if the affidavit can only be written by a man and you are writing to the CEO as “a Man” in his personnel capacity how does that work? Well it becomes a record between the parties as the evidence but your actual claim has to be done as the ens-legis or it will fail. The evidence is placed within that claim. Hope that makes sense.

For example: when you are “At Home” you are in the Private and so would be your Neighbour. You have a dispute and are discussing it over the fence dividing your respective “houses” but it’s from your private side into his private side. Now you take the evidence of what was exchanged between the Parties into the Public since as soon as you go through your front gate you are in the Public. You then go to the public Court House to have your dispute resolved.

We have included as many “rebuttal” statements/questions as we could think of and we copied a few from our American friend’s document you have previously seen. The reason being is simple. We like to make life as difficult as possible for Mr. Scumbag and his friends and bury them under impossible circumstances. Given the amount of questions and subsequent statements he will most likely ignore them all and make our claim that much easier.

So let us get to a breakdown of your first affidavit…

This is the one you going to send to Mr. Scumbag (not the public notary, that comes next) See you on the following page...

Affidavit one

<u>NON NEGOTIABLE</u>

[YOUR ADDRESS HERE]

FAO: Peter Rabbit doing Business as Chief Executive Officer of XYZ
[Their address line 1]
[Their address line 2]
[Their address line 3]
[Their postcode]

[Date]

Document Ref number [recorded delivery serial number “-?”]

Re: Reference Number: [ACCOUNT NUMBER/s from DCA]

Sworn Affidavit of Claimant

Fiat Justitia, Ruat Coelum

Let Right Be Done, Though The Heavens Should Fall

DO NOT IGNORE THIS NOTICE

FAO: [Mr. Adam Scumbag] doing Business as Chief Executive Officer of XYZ

This is a final notice and statement of truth to you and the company you represent in the capacity of CEO/AGENT

Should you wish to settle this matter as laid out in the notice of default dated [date here] with full compensation claim, we can deal with this matter before it goes to court. If you do wish to settle this matter then please send a refund/payment for the full amount of [your previous total] within 7 days then this matter will be considered as closed via equitable agreement.

However, should you continue to peruse the course and continue to deny your liability you leave us no alternative than to seek justice through the courts. Whilst we are not obliged to inform you of the following but felt it fair and just we do so in the spirit of good will.

a) Truth is expressed in the form of an Affidavit.

b) An unrebutted Affidavit stands as truth in Law.
c) An unrebutted Affidavit becomes the judgment in Law.
d) All matters must be expressed to be resolved.

Below is our affidavit of truth of claims, conditional acceptance and communication which have transpired between [CEO/COMPANY NAME] and us.

You may rebut any of the details listed below if you have evidence in substance those details are incorrect. What is left will form the final affidavit that we will use in court.

In The Matter of:

Your invalid claims by [Mr. Scumbag] acting in the capacity of [CEO] of [company name] at [company address] did make demands for money without document evidence of such claims, and

[Mr. Scumbag] continued over several months to make unfounded/invalid demands and refused to evidence such demands contrary to our repeated requests to do so, and

[Mr. Scumbag/company] has on [exact number] previous occasions taken monies from our bank account without aforementioned validation of claim based on the evidence herein and by his repeated failure to produce any documented evidence of a valid claim or authority, and

[Mr. Scumbag] attempted to place us under duress into contracting with him without full disclosure with no valid contract/claim or documentation to support any monies previously paid or currently/previously demanded.

We the undersigned, ___________________________, hereinafter "Affiant", does solemnly affirm, declare and state as follows:

1. Affiant is [insert name here] of [insert full address here] are of legal age and competent to testify.

2. Affiant has first-hand knowledge of the facts stated herein.

3. Affiant will include evidence in substance as to the underwritten affirmations

4. Affiant is competent and has the lawful authority to make the following statements/declarations.

Affiant is familiar with the penalties of perjury. Affiant swears to tell the truth, the whole truth and nothing but the truth with evidence in substance contain herein.

Now complete this section (below) with the numbered list/bullet points of everything you are making the claim and what you have done to settle this alleged debt. And remember to cross reference those points with "exhibits" as previously instructed.

Example:

*1. Mr. Scumbag sent me a demand for monies on [date] (Exhibit A). we sent Mr. Scumbag a conditional acceptance on the 25th of November 2020 requesting Mr. Scumbag or an agent thereof send me validation of his alleged claim; postal reference [123456-1] the document and evidence of receipt (screen capture/printout of signature, name and date) of this document is listed as **exhibit A1** in the accompanying documents. He failed to provide any documents and continued to send demands (if you have his correspondence this would be **"exhibit A2" since it was the reply you got from your first attempt at settling this matter).***

Now continue to list the details in a similar way and don't forget to list the total amount Mr. Scumbag has taken without a valid claim as this will form part of your "settlement" when we send in the bailiffs/collectors or sheriffs.

Work in date order (most resent first working backwards) and include Mr, Scumbags replies continuing to demand money and ignoring your requests so you end up with a nice neat file full of dishonor on one side and complete honor on yours.

Once you have completed your listing of events now you can throw in some questions they must rebut in substance and with a signed affidavit taking full liability for their actions. The list we have produce here is not exhaustive but will suffice in an attempt to uncover the fraud.

(Obviously you are not going to print anything we say in **red**)

We now require you rebut the following questions or provide validation to each and every one listed below. Your reply if evidence will be removed from the appropriate points if they are evidence in substance and the remainder will stand as truth in law and form part of my final sworn affidavit of which you will not be a party to.

1. Can you show evidence of a valid claim by production of the full accounting?

2. Can you show a copy of the full lawful terms and conditions we agreed to?

3. Can you send me a true and certified copy (not a photocopy) of the "Deed of Assignment" (Not notice of assignment)

4. Do you have the deed of novation containing my wet signature on a tri-lateral agreement between you/we/bank (original lender)

5. Can you produce a true and <u>certified</u> copy (not photocopy) of the original credit agreement?

6. Is there <u>any evidence</u> under <u>full disclosure</u> we gave permission to pass the alleged debt to you or your company?

7. Is there a signed contract with equitable consideration between you, or your company and myself?

8. Verification of your claim against me in the form of a sworn affidavit or a signed invoice.

9. Re this alleged account, what is the name and address of the alleged Original Creditor, if different from Debt Collector?

10. Did Debt Collector purchase this alleged account from a previous debt collector?

11. If applicable, date of purchase of this alleged account from previous debt collector, and purchase amount:
    Date:_______________________________________
    Amount: £_______________________________________

12. What & where are the terms of the transfer of rights re this alleged account? Did this include my knowledge and agreement?

13. If applicable, transfer of rights re this alleged account was executed by the following method: (a) Assignment; (b) Negotiation; (c) Novation; (d) Other – explain:

14. Does there exist a verifiable, bona fide, original commercial instrument between Debt Collector and alleged Debtor containing alleged Debtor's bona fide signature?

15. Does any evidence exist of verifiable external act(s) giving the objective semblance of agreement between Debt Collector and alleged Debtor?

16. Have any judgments been obtained by any creditor or debt collector regarding this alleged account?

17. At the time the alleged original contract was executed, were all parties apprised of the meaning of the terms and conditions of said alleged original contract? Answer/signify YES NO

18. At the time the alleged original contract was executed, were all parties advised of the importance of consulting a licensed legal professional before executing the alleged contract?

19. At the time the alleged original contract was executed, were all parties apprised that said alleged contract was a private credit instrument?

Debt Collector's failure, both intentional and otherwise, to complete/answer points "1" through "19" above and return this in the form of a signed affidavit, as well as provide Respondent with the requisite verification validating the herein-above referenced alleged debt, constitutes [Mr. Scumbag & Co] tacit agreement that Debt Collector has no verifiable, lawful, bona fide claim re the herein above-referenced alleged account, and that Debt Collector tacitly agrees that Debt Collector waives all claims against Respondent and indemnifies and holds Respondent harmless against any and all costs and fees heretofore and hereafter incurred and related re any and all collection attempts involving the herein-above-referenced alleged account -

Furthermore a tacit agreement will exist between [YOUR NAME] and [Mr. Scumbag] that any and all claims made by [YOUR NAME] any and all outstanding debts/claims will become payable within (fourteen) 14 days of this affidavit ***(14 days is the min by UK law for this so don't lower that time frame)*** *if you fail to rebut in full and in substance the aforementioned point for point or ignore this final notice this agreement becomes final-finally*

Affiant makes this affidavit believing conscientiously that, all the facts stated herein are true, correct, certain, complete and not in any way misleading and, with first-hand personal knowledge and made under penalty of perjury.

It is not too late to settle this matter honorably and we hope you will do so in an equitable manner.

Further affiant say naught

By; Autograph

Authorized Representative.

****

BAR members are either incompetent or criminals: "Between 75% to 90% of all lawyers are either incompetent, dishonest, or both."Earl Warren (former) Chief Justice, U.S. Supreme Court

You will notice the seriousness of the failure on the part of Mr. Scumbag to think they can arrogantly ignore our legal notices and affidavit. If they chose to not reply or reply without rebutting our facts in substance (with evidence) they have tacitly agreed to our terms and conditions.

We, like many of those parasitical organizations have created our own set of lawful presumptions based on and caused by the arrogance of those we are dealing with. This will be the last time we have to deal directly with Mr. Scumbag, unless of course he decides he cannot risk court and pay up in full, in which case you can send him a letter confirming receipt and thank him for settling the matter. We have not bothered to write a template for that since we are sure if they pay up you can deal with that happy occasion yourself.

We now come to the penultimate document you will create and since you have already written everything you will need to place within the final affidavit all you need to do is copy and paste 99% of the content. Just make sure you check this over and over to make sure it is perfectly correct in every way.

Oh and if you think this is all going rather well, be reminded even at this late stage we have not used our NUKE yet:-) What we have so far is a rock-solid case and much to Mr. Scumbags surprise he will not see our nuke until it too late and by then we will have his money without further contact.

But, we digress and no don't you dare jump to the nuke otherwise you risk not fully understanding the whole situation, so stay right here!

The nest stage is to create the affidavit you will be taking to the Public notary. It reads much like the one you have just sent to Mr. Scumbag with some obvious changes since it has no need to contain the details you wrote to him in its full form.

Since you now have most of what you will need to complete this and the final default notice (we cover that straight after) you are almost done collecting and collating your full set of documents to bring a good case to court...WELL DONE.

See the next section for the penultimate breakdown of the affidavit.

Affidavit Two

Sworn Affidavit of Claimant

Fiat Justitia, Ruat Coelum

Let Right Be Done, Though The Heavens Should Fall

In The Matter of:

Invalid claims by [Mr. Scumbag] acting in the capacity of [CEO] of [company name] at [company address] did make demands for money without document evidence of such claims, furthermore

[Mr. Scumbag] continued over several months to make unfounded demands/claims and refused to evidence such demands contrary to my repeated request.

[Mr. Scumbag/company] has on [exact number] previous occasions taken…

Let me make it clear here. One of the reasons you will not find a "pure affidavit template" is because they don't exist, they can't because each circumstance is different.

So you, the reader will have to write this paragraph to suit your exact circumstances. If you did enter an agreement with DCA and now wish to challenge it that's how it would have to be expressed. Sorry to be pedantic

[Mr. Scumbag/company] has on [exact number] previous occasions taken monies from my bank account under invalid pretenses based on the evidence herein and by his repeated failure to produce any documented evidence of a valid claim or authority to coheres me into contract without full disclosure with no valid contract or documentation to support any monies previously paid or currently demanded.

We the undersigned, ________________________, hereinafter "Affiant", does solemnly affirm, declare and state as follows:

Affiant, [insert name here] of [insert full address here] being of legal age and competent to testify do say:

Affiant has first-hand knowledge of the facts stated herein, and

Affiant will include evidence in substance as to the underwritten affirmations, and

Affiant is competent and has lawful authority to make the following statements/declarations.

Affiant is familiar with the penalties of perjury and affiant does swear to tell the truth, the whole truth and nothing but the truth with evidence in substance contain herein.

Now complete this section with the numbered list/bullet points of everything you are making the claim about and remember to cross reference those points with "exhibits" as previously instructed.

Example:

1. Mr. Scumbag sent me a demand for monies on [date] (Exhibit A). Mr. Scumbag was sent a conditional acceptance on the (Twenty-fith) 25th of November 2020 requesting Mr. Scumbag or an agent thereof to send validation of the alleged claim; postal reference [123456-1] the document and evidence of receipt (screen capture/printout of signature, name and date) of this document is listed as ***exhibit A1*** *in the accompanying documents. He failed to provide any documents and continued to send demands (if you have his correspondence this would be* ***"exhibit A2" since it was the reply you got from your first attempt at settling this matter).***

Now continue to list the details in a similar way and don't forget to list the total amount Mr. Scumbag has taken without a valid claim as this will form part of your "settlement" when we send in the bailiffs/collectors or sheriffs.

Work in date order and include Mr, Scumbags replies (As additional exhibits) continuing to demand money and ignoring your requests so you end up with a nice neat file full of dishonor on one side (Mr Scumbag) and complete honor on yours.

Then complete the affidavit as below...

[Your Name] makes this affidavit believing conscientiously that, all the facts stated herein are true, correct, certain, complete and not in any way misleading and, with first-hand personal knowledge and made under penalty of perjury.

Maxim of Law (Roman Civil)

He who remains silent, when he ought to have spoken and was able to, is taken to agree.

Implied admission by lack of rebuttal. No assured value. No liability. Errors and Omissions Excepted.

Further sayeth affiant naught

Witnessed by (1): [full name here] on this day [date here] residing at [address here]

Autograph___________________

Witness (2): [full name here] on this day [date here] residing at [address here]

Autograph___________________

Affirmed by on [full written date here] at [address of notary public] in the presence of:

Signature: _________________________ Notary public ____________________

Seal:

For my American readers we found a neat site that will help you do the work of an affidavit. It may not be the best thing in the world but it will help you further understand the sort of things you need to list when it comes to your filing in court. (see two links below, both do a similar job)

https://www.legalcontracts.com/contracts/affidavit/

https://www.rocketlawyer.com/form/affidavit.rl#/

Everything you do from this point onwards has nothing to do with contacting Mr. Scumbag. The next thing he gets will be a court summons/claim if he has not replied nor settled your claim against him. It is far too late for him to start pleading ignorance nor any other excuse, he may still insist on threatening you with some final BS so don't let him get under your skin. He is only doing this because probably for the first time he is on the receiving end of his own actions and does not like the taste of things he makes a living out of putting other people through.

Rest assured if you have got this far and Scumbag & Co have ignored you they have already lost by default. In these circumstances what normally happens is they will wait until the 11^{th} hour when you turn up on the day of the hearing (just to see if you had the balls to do so) and have a lawyer waiting outside the courts to make you an offer provided you sign a non-disclosure agreement (NDA)

The last thing any of these parasites want is for the public to know they can beat the DCA's into the ground almost every time. Whether you take that offer or not is up to you, personally we would add another few grand to the amount for signing the NDA ;-) (Remember your signature is worth money.)

****

THE FINAL DOCUMENT

Before we get into this document let me explain that in most circumstances the previously signed affidavit is enough especially with the fact it has the public notary seal on it with two witnesses.

We know there are some that say you do not need the witness signatures and other who claim the opposite. The point is this...

You cannot act as your own witness in any court or document and no judge will simply take your word for it since it falls under “hearsay” and needs corroboration by witnesses. This is no different from any court hearing which is why hearsay and circumstantial evidence is not enough to convict a person (normally.)

Therefore my attitude is why leave anything to chance, get two witnesses sorted as to the chain of events, who have firsthand knowledge of the process in which both sides (You and Mr. Scumbag) have been through and don’t allow the judge to throw anything out on a technicality.

Side Note – You could use a Notary acceptor accept but no Notary known to me will accept the position but you could use another party and address for mailing (accommodation address) and they can complete an affidavit for example an “Affidavit of Non Response” which would say “I posted these documents on behalf of and no reply was received”. Now you have your witness.

There will be slight differences depending on where you live but in essence being over prepared is far better than under prepared as we are sure you would agree.

So, the final document in this series is called a “Certificate of Default” this document lists for the court everything as brief as possible and notarised. This is the “synopsis” as seen by the judge. You may well ask the legal public notary in your area if you need this or the previous affidavit will suffice. We are just trying to cover all the bases for you.

This is what it looks like: We have populated it with generic documents that were sent but you will complete it working “backwards” from the most recent date to the first notice as you can see below. The ***last entry*** is the one ending with. “Y*ou are now believed to be in dishonour.”*

For those who really want to get into costs default certificates (from a UK perspective) you may find this link helpful (or confusing) but it will allow you to see how the civil procedures work and what to do with the forms.

https://www.arccosts.co.uk/enforcing-court-order-for-costs/obtaining-a-default-costs-certificate/

Now to your final document...

Certificate of Default

[YOUR NAME HERE]/lien claimant [address]

So and so doing business as [Mr. Scumbag doing business as DCA's company name] /lien debtor
[address]

Date:[00.00.00]

As there has been no response to a [Notice of Interest] sent to you on ……...................................and

Acknowledged as received by you on …....................... ref number [Postal reference/exhibit number] and

an [Affidavit of Obligation] sent to you on ……..and

Acknowledged as received by you on..........................., ref number [Postal reference/exhibit number] and

a [Notice of Fault & Opportunity to Cure] sent to you on ……...and

Acknowledged as received by you on …........................ref number [Postal reference/exhibit number] you are now believed to be in dishonour.

Accordingly, we hereby issue this **Certificate of Default**.

Autographed this day...........................…......................................Date [00.00.000]

in the presence of…...a notary public in the city/town of

…..............................in the county of …..............................…

Lien claimant autograph..…

Notary public autograph...seal

We would ask the notary public if the above document is required since you already have an affidavit but this does not go into the detail an affidavit would and as previously stated we would rather make sure we have everything done to make judgement as easy as possible. As you can see it is simply a list of what you did with the details being contain in all the other documents you are referencing.

Just a side note and not for inclusion here especially whilst the scam-demic would prevent this but for…. Your benefit going forwards.

If locating a willing Notary is difficult, we have reverted to using a Jurat. So In the addition at the bottom of the document you get two friends to act as witnesses and the Notary simply signs a **Jurat** *(See below)* to say he had identified these witnesses and they appeared before him so he is evidencing the witnesses are real and authenticating your process if you like. Most Notaries will agree to this.

Jurat: (To Swear) *A jurat is used when the signer is swearing to the content of the document. The notary must administer an oath or affirmation to the signer in order to complete the jurat. A jurat also requires that the signer signs in the presence of the notary*

This last document along with your ~~every~~ growing file of all your communication is now ready for you to take along to the court and open a case, get them filed and set a date. Costs will vary dependant on where you are and the type of case being heard so we have not put how much since we honestly don’t know and that is something you can ask the clerk of the court. Don’t worry too much since this cost is added to your claim amount when they lose:-)

PRE-ACTION-PROTOCOLS

Now before we move on to my nuke, which up until this point has not been used. We want to mention everything we have done is not just some random process we have come up with. There is, here in the UK, and we suspect in every other country/nation what is known as “Pre-Action-Protocols.” (PAP) I have alluded to this PAP at the start of the whole process but I want to give you as much information as possible.

In simple terms what PAP means is what the courts would have expected you to do prior to bringing a case before them. It was written so both claimant and debtor could, if possible, sort out their differences without court action and save time and money for everyone and not clog up the courts with vexatious claims.

It was created for people like DCA’s who are chasing money from those who they claim owe them but if you read it as if YOU are making the claim and turn it on the DCA’s you will get a greater understanding of what THEY are expected to do and therefore we should do the same.

We have added the complete PAP as an appendix at the end of this book to give you a full understanding of what we have done and why including the details such as giving them 14 days to reply, which is expected by the PAP protocols. (See appendix)

For a complete lawful look at PAP expectations click the link below and do some research:

http://www.justice.gov.uk/courts/procedure-rules/civil/rules/practice-direction-51u-disclosure-pilot-for-the-business-and-property-courts#5

ALL DOCUMENTS COMPLETED

OK, so all the documents are done and if you have got this far well done, you have a better understanding now than 99% of those who fall victim to unsubstantiated claims by Mr. Scumbag & Co.

So pop down your local court and get things rolling and remember you have already won the case since they cannot prove the debt, they did not rebut point-for-point your affidavit, they tacitly agreed to your claim by ignoring you and are firmly in DEFAULT you have done everything in your power to settle out of court.

At the time of writing this book we are of course in the middle of a created “crisis” a scamdemic therefore it may be difficult to “walk down to the courthouse and file” In which case within the Uk you can fill in an N1 claim form online here:

https://www.gov.uk/government/publications/form-n1-claim-form-cpr-part-7

For further help in filling in the N1 claim form use these notes from the official website:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/772443/n1a-eng.pdf

For my UK readers a good video from a qualified legal advisor you can watch here: In addition if you check the **appendix** I have included a completed version of an N1 claim form to help you see just how brief it has to be so be direct with your claim and get to the point without emotion.

https://www.youtube.com/watch?app=desktop&v=wCKpEJ-V3Ds&ab_channel=RedwoodLegal

I found a good video for my American readers that may help in the filing process within the USA court system, watch the whole video to get an idea of what you may need or how to file for discovery of documents (it covers both)

https://youtu.be/DcF6luyumPE

For those in the USA who really wish to get their teeth into the legal system and start to use it as a weapon rather than be afraid of it I suggest you take a closer look at these areas:

Federal Rules of Civil Procedure, Federal Rules of Evidence, State Rules of Civil Procedure, State Rules of Evidence, Local Rules of Civil Procedure, Local Rules of Evidence… Now that should keep you going for a while.

Now in a UK court you may have to fill in what is called an NI claim form to get the ball rolling. There are resources on the net to help you with that but most of it will simply be an alternative for the Certificate of default. But just to cover all our bases check the link below and follow the guides if you need to.

https://www.inbrief.co.uk/claim-preparations/claim-form-n1/

https://www.gov.uk/government/publications/form-n1-claim-form-cpr-part-7

For your “local/ National” claim (USA/Canada etc…) just search for civil court claim procedure forms if you need one or simply ask the clerk to point you in the right direction.

Remember “An unrebutted affidavit stands as truth in law!”

The judge as no jurisdiction to change anything you have done since he has ***no firsthand knowledge*** and you have witness to show you do and the seal of a public notary. This whole process from start to completion is known as “Non-Judicial” or “Pre-Judicial” which means the case is heard and completed through these documents rather than in the court. This makes what you have now completed nothing more than what is known as a “Summary Judgement” by the judge since he cannot intercede on firsthand knowledge nor the inability for the other party to rebut existing documents.

GO GET THEM!

Once the hearing has been set they will get a summons and the named person (Mr. Scumbag) will have to turn up and face his nemesis (You). There is no point in him having any legal council since the truth has already been established and council has no more right to speak than the judge. So if they do try that ask the judge why Mr. Scumbag has employed someone who has no firsthand knowledge?

This hearing is a formality there is no defence to be had at this stage, they have already lost. If all goes to plan the judge can be ask (not instructed) to stamp the judgement/warrant to collect your claim amount, you now have in your possession a ***“perfected lien”*** ENJOY!

Definition of a **“Perfected lien”:**

A perfected lien is a binding document that has been filed with the appropriate agency allowing for a legal claim to seize assets if a payor (Mr. Scumbag) defaults. Commonly, a perfected lien is enacted for the purpose of legally securing collateral for a creditor (you) in a secured loan.

You can now take any route you wish to recover the outstanding amount this could be any number of ways.

You could send in the bailiffs and just take everything to the value of your claim.

You could arrange a payment plan over say 7 or 14 days:-)

You could take the NDA offer the lawyer made to you on the steps of the court (Many do this). There is another way to access your lien amount but I am currently working on this and may form part of a later publication.

You will not have a problem getting a bailiff with a court order, they work on commission and will charge Mr. Scumbag for the time they take to collect.

Now we know there maybe those who might not wish things to go this far and court makes you nervous, we can understand that which is why we have included yet another alternative to getting your money back...THE NUKE!

But there is a price to pay for using the nuke, not in the actual cash sense, well actually it is in cash, oh heck!, let me explain...

In order to initiate the nuke you will forfeit the previous calculated total of your claim which included all your costs and remember if it goes to court up to four times the amount they stole (Its three times plus your original amount.)

You see although the nuke will allow you to claim your money back it will **<u>only allow you to claim what was taken out of your bank account and nothing more</u>** should you chose to avoid court altogether. So it really is up to you whether you want to use the nuke or not.

The advantage is you get your money back in 24 hours in most cases. Although in the UK it is becoming increasingly difficult to force the banks to honour this but eventually and with the documents they have they eventually have to (that just make it awkward) so STAND YOUR GROUND!

The disadvantage is you lose the potential windfall of a perfected lien and a sum far greater than you can claim with the banks. Something you must consider on a personal basis.

This will only cover what you paid out via your bank through direct debit over whatever period of time to the debt agency. In addition if your debt was sold several times to other debt collectors “some” banks may want you to make a separate claim, others will take your claim on “face value” and reimburse the total.

In the next section we explain the process in how to take this route.

THE NUKE

Why have we called this “The Nuke?”

Simple really, it allows you to completely bypass any and all conflict with the DCA’s because your claim is with the bank, not the DCA. We know to some this may sound confusing so we will explain as best we can.

The process is called “Indemnity Clawback” and is also known as Direct Debit Refund (DDR) by the banking system here is what we are going to use here direct from the direct debit website (Link below)

https://www.directdebit.co.uk/DirectDebitExplained/Pages/DirectDebitGuarantee.aspx

It clearly states:

Organisations using the Direct Debit Scheme go through a careful vetting process before they're authorised, and are closely monitored by the banking industry. The efficiency and security of Direct Debit is monitored and protected by your own bank or building society.

The Direct Debit Guarantee applies to all Direct Debits. It protects you in the rare event that there is an error in the payment of your Direct Debit, for instance if a payment is taken on the incorrect date, or the wrong amount is collected. It cannot be used to address contractual disputes between you and the billing organisation.

The same site lists other information but what we want to show you is this specific clause on the same page:

*If an error is made in the payment of your Direct Debit, by the organisation or your bank or building society, you are entitled to a **full and immediate refund** of the amount paid from your bank or building society.*

> *If you receive a refund you are not entitled to, you must pay it back when the organisation asks you to (Which is why we have collated our bullet proof case first)*

Now can you fully understand why we can use this AFTER we get the letter from Mr. Scumbag saying they will not peruse the claim but take no liability?

Which is why we created “The forth Protocol” You see how this all fits neatly together now?

How can any organisation lawfully attempt to “Ask you for stolen money back?” Even when you take it back through DDR from the bank?

You have all the documentation to deal with them from your first three notices of conditional acceptance and the warning that you will seek to claim back everything that was taken under fraudulent circumstances. Any fraud based upon payments you made via Direct Debit can be claim back in this way...HINT HINT..ANYTHING!

My advice to you is when the bank gives you back the total you have paid to Mr. Scumbag you quickly transfer it to another account (not held in the same bank.) Just to make sure the bank does not simply transfer it back on the “request” of Mr. Scumbag since they are all in this together and has been reported by some on various occasions. So get it out of there post-haste!

But then if the bank does that, well you now know how to take anyone to court and win. Since the bank now has to answer some very difficult questions;-)

Now in the UK new rules have been applied to this type of claim since 2017 and it is well to mention them below from the link we provide here:

https://rapidataservices.com/direct-debit/new-indemnity-claims-rules-take-effect-1st-february-2017/

It allows the DCA to make a counter claim but don’t worry too much because we have already established they don’t have one otherwise they would have given you what you asked for in your conditional acceptance (Which is why we did that first.)

Here is the “key” point that was added to the existing process in 2017…

A key addition is where the payer is disputing having given authority, previously this could only be challenged if the Service User has a signed mandate as proof of authority being given. This has now been expanded to allow a Counter Claim if there is evidence of a contract either signed by the payer, or where the payer does not dispute the existence of the contract (Your silence), referring to payment by Direct Debit.

Now you can see why they “still” don’t have a leg to stand on otherwise they have to explain why they backed off, why they did not furnish you with the documents you asked for on so many occasions previously and why now they have changed their mind and the real proof is ***“Where is the contract?”*** Effectively they are still screwed even with the ability to make a counter-claim.

Just to help you fully understand this area of the indemnity claim process the link below will do a good job and there is no point in me trying to re-invent the wheel.

https://youtu.be/gjyaKr_D9-E

Having got to the stage of a file full of documents and supporting evidence you can pop along (should you wish to take this route) to the bank which you made the payments to Scumbag & Co and explain you wish to get all your money back since it was not only paid in error but the claim was fraudulent.

The bank does NOT have any say in the details of the case, they DO NOT have any authority to stand in judgement of your claim they simply have to do what YOU tell them to do. Heck you don’t even have to show them your file of documents!

The choice is yours whether you wish to go directly to the bank and get what you have paid out back or continue with the greater amount and go to court.

It is in my opinion a lovely little NUKE because Scumbag & Co has no say in the matter and the first they know about it is when the bank inform them they have taken the full amount back and ask if they want to do anything about it.

Of course you have anticipated this and already have your case note fully enforced and up to date. Given the potential loss to the DCA’s if they challenge the deduction verses the loss of going to court we think they will accept the loss and move on. If they don’t you can add that action to your costs:-)

There are however some things you should be aware of using this process and they are as follows:

When the bank pays back the payer (their customer/you) they raise a claim against the payee (DCA). The payee then has 14 days to dispute the claim. If they can provide evidence (Which they clearly can’t) that the payer agreed to the payment, then the claim will be rejected and the bank will reclaim the money back from the payer. If they believe this was a deliberate on the customer's side (as opposed to an honest mistake) then they may treat it as attempted fraud.

So please don’t go walking into the bank for a claw-back until you have got the DCA to back off and have the letter in hand. This obviously stops any claims made for any number of reasons without evidence. We hope you can see why we wait until we have won by using the process FIRST then taken our claw-back for the total paid out to them. It would be impossible for the DCA to claim it back since they have already defaulted on producing any valid claim...enjoy!

https://cleardirectdebit.co.uk/indemnity-claims/

For more information on claiming back your payments if made by direct debit can be found here:

https://www.directdebit.co.uk/DirectDebitExplained/pages/directdebitguarantee.aspx

For both UK/USA we have included a link to get hold of bank contact numbers. The reason we have done this is so you can ring them on a general enquiry and ask what is required from you to put in an indemnity claim. Now we have already given you what you need to do but we thought it would be a great exercise for all you budding advocates of lawful freedom to ask some basic questions.

https://www.phonenumbercustomerservice.co.uk/category/banking/ (UK)

http://bankphonenumbers.com/ (USA)

For instance:

1. What is the process to claw-back a wrong DD payment.
2. our we obligated by law to produce documentation of my claim?
3. When you say bank “policy” does that superseded the banking laws? (Lol)
4. Under what regulation does a claw-back come under?
5. What happens if the organisation disputes the claim?

You may or may not choose to do any of this but if you are going to start that home-based business there is no substitute for personal experience and firsthand knowledge. Or even if you just want to settle your own mind before taking this route for yourself.

As we have attempted to create this book with both the UK and USA in mind we are now going to cover the same process using USA federal laws to get the same results

USA DIRECT DEBIT CLAIMS

Remember you already have all the evidence to show the claim was invalid and therefore fraudulent in the first place.

The first link we our going to share with you, my American readers is a helpful insight into what will help you not only to get back your hard earned money but we our sure you will find information to add to your conditional offer of acceptance based on the content of ***The Fair Debt Collection Practices Act*** protects consumers from abusive or harassing treatment by debt collectors and establishes guidelines for the industry.

https://www.ftc.gov/tips-advice/business-center/credit-and-finance/debt-collection

The full act (PDF) Can be found here: https://www.ftc.gov/system/files/documents/plain-language/fair-debt-collection-practices-act.pdf

As for the fair debt collection practices act in essence there is very little difference between what is expected here in the UK or any other country and the USA has similar conditions a DCA must adhere to. Here is a quote from a very helpful site Link here: https://www.nerdwallet.com/article/finance/fair-debt-collection-practices-act

Quote:

Collectors must validate your debt
Debt collectors must prove that you owe the debt they're attempting to collect. This starts with the validation letter, and if you request a verification letter to get more information, they must provide that as well.
Collectors must send the validation letter within five days of first contact. It should contain:

- *How much you owe*
- *The name of the creditor seeking payment*
- *A statement that the collector assumes the debt is valid unless you dispute it within 30 days*
- *A statement that if you dispute the debt or request more information on it in writing within 30 days, the debt collector will verify the debt by mail*
- *A statement that if you request information about the original creditor within 30 days of first contact, the collector must provide such information*

Strategy: *Don’t act on any debt in collections before you've gathered as much information as possible and made sure it's really your debt.*

If your rights are violated

Violations of the Fair Debt Collections Practices Act are the largest source of complaints to the CFPB, with more than 88,000 in 2016.

You have two main options if you think your rights were violated:

- *File a complaint*
- *Sue the collection agency*

The CFPB makes it easy to file a complaint. The bureau follows up on each and works to resolve the matter.

You can also file a lawsuit against the debt collection agency. Many law firms offer free consultations, and if you win, the debt collection firm will generally have to pay any legal fees associated with the suit.

Strategy: *Keep records of all correspondence between you and the debt collector to help substantiate your claim of violations.*

“Much of the behaviour that’s in violation of the FDCPA is over the phone and can be hard to prove,” says Sharon Djemal, director of the Consumer Justice Practice at the East Bay Community Law Centre. “Keeping a phone log to record date, time and what is said on call is a great way to figure out and prove over time as to whether a debt collector is in violation of the FDCPA.”

“It’s a violation of the collection practices act for a debt collector to refuse to send a validation notice or fail to respond to your verification letter.”

The DCA’s in the USA once they have backed off on the invalid claim open themselves up to all sorts of problems which is why they always place “no liability” into those retractions. The most serious of which is fraud and comes under US code Chapter 47

https://www.law.cornell.edu/uscode/text/18/part-we/chapter-47

Now considering the USA has state laws we cannot hope to list every state law or litigation process for you. However there are some generic areas which can be used to further your claim, such as we have previously listed and this time we will try and help with links to them:

Here is a paragraph of which will help you be more confident you are on the right path as quoted from a legal firm (link below) on the subject of fraud…

https://www.hg.org/fraud-law.html

The tort of fraud need only be proven by a "preponderance of the evidence." This is an easier burden to meet than the "beyond a reasonable doubt" standard that applies in criminal proceedings. Civil litigants are also entitled to discovery, meaning they can force the defendant to turn over financial records, email messages, and the other evidence necessary to build a fraud case. In fact, if a victim is unable to recover compensation in civil court, it is probably because the defendant no longer has the money to pay the judgment - not because the victim is unable to prove his or her case.

From just that paragraph you can rest assured in a civil case you already have everything you need and more, especially if by this time the DCA has sent that “no liability” letter and backed off. They have already revealed they have no documents to back their claim.

False claims act: https://www.justice.gov/sites/default/files/civil/legacy/2011/04/22/C-FRAUDS_FCA_Primer.pdf

A good list of different laws from various states to get you started: https://www.mskcc.org/public-notices/vendor-compliance-information/federal-state-laws-relating-false-claims-false-statements

Penal Law Article 155, Larceny

The crime of larceny applies to a person who, with intent to deprive another of his property, obtains, takes or withholds the property by means of trick, embezzlement, false pretence, false promise, including a scheme to defraud, or other similar behaviour. It has been applied to Medicaid fraud cases, *property in this case can also mean your money.*

a. Fourth degree grand larceny involves property valued over $1,000. It is a Class E felony

b. Third degree grand larceny involves property valued over $3,000. It is a Class D felony

c. Second degree grand larceny involves property valued over $50,000. It is a Class C felony

d. First degree grand larceny involves property valued over $1 million. It is a Class B felony

Now one thing we cannot locate at this time is if any laws exist that place a time limit on the previous payments, in other words how long you have been paying without an earlier claim may be a question you will be asked. My reply would be (even if it is years) that it was not fully disclosed until we did our research (as set out in notice 1 first paragraph) and therefore had no prior knowledge of the claim being invalid. As we understand it there is no statute of limitations on fraud.

Having looked extensively at the instantaneous route to a clawback or chargeback as it is sometimes known we found it difficult to wade through all the state/federal laws that would reflect the basic indemnity clawback we mentioned previously for the UK.

However given what you have already established by way of your conditional acceptance notices (that they have no valid claim) and given the amounts involved my suggestion would be to pop down to you bank and ask the manager about it directly.

Yes we are suggesting you go “Old-school” and have a face to face in terms of a “general enquiry” (Don’t reveal your poker hand during this conversation and use a third party reference to open the conversation.)

Given the fact you can easily call your bank and ask what the process is in clawing back a wrong Direct Debit payment and ask those questions we listed previously the process we think should be similar on an international basis although it may be termed slightly different. If in any doubt just call and ask some general questions while not giving too much away.

CONCLUSIONS

As we mentioned at the outset this whole process is not limited to debt agencies and with a little imagination can be used as a blueprint for many types of claims since the process remains the same all bar the details of the contents based on the claim being made.
However this book was designed to give you the most up to date and detailed example of what to do and dare we say it, make it almost idiot proof in the detail we have attempted to go into.

My hope is you see the value in this and once you have dealt with these parasites on a first hand basis you can help others do the same which is why we suggested you start your own home based business should you wish to do so.

For me personally we are using the very same documents and already dealt with various claims and currently have a 100% batting average but that is not to say anything is 100% since no one can see into the future, let's just say if no valid claim can be shown to exist you will almost certainly win. If it does (and we doubt that) then it should be dealt with honourably.

This has been a labour of love and what we consider to be a step in the right direction for all of us who wish to take back an area of life that has caused so many so much stress. We cannot hope to combat these fractious claims with ignorance, for that would be like turning up to a gunfight with a butter knife. We should strive to self-educate, self-improve and although the content of this book is of paramount importance there is something deeper to consider.

And that is how far you have come in self-confidence, in self education and can now stand with your head held high knowing you have the tools to deal with claims that come your way. We hope it inspires you to stand your ground with a confidence long since forgotten, a sense of worth of a victor not a victim and the knowledge you will not play the role of a victim any longer.

The idea we would be writing such a book a year ago would have been alien to us since my own journey has been as tempestuous as 2020 has been for all of us. Yes we got angry at first, frustrated and a whole other load of negative emotions which served only to drag me further down. At some point (we have no idea when) we took a step back from all this mayhem and decided to focus on resolutions and remedy, we felt we needed to do something but had no idea what it was.

But circumstances changed, the universe stepped into our mind and spirit and with all the self-doubt about our own abilities to understand what we saw to be complex areas of life and had never considered we should take the step to understand. We realised our self-doubt was based on lack of knowledge, nothing more, we were writing ourselves off before we had even started to learn something new, something we think we all do from time to time, some more often than not.

The reason we our telling you all this is because we know what it's like to doubt, we understand we all have reservations about our abilities but take it from us, that is normal, not acceptable, but normal.

The system itself has been designed to "educate" doubt into us, promoted the idea that it is "others" who know better, push the lie that if something is written on letter headed paper in a format we don't fully understand "they must be right and we are wrong." In reality it's all just bullshit to keep us doubting ourselves and maintain the mind of a slave.

We hope in some small way this publication we have spent so much time to create goes towards dispelling those limiting notions, that it plants the seeds of self-reliance and confidence and serves you well in the coming years. We do honestly feel this is a life-changing book, and although some may question this, a motivational book in the most practicable sense.

It is with heartfelt thanks that you have reached this far into our efforts to make life a little easier for you and those you may choose to help. We all have a purpose we believe for without a sense of that what are we?

As such when you finally win a single battle using the contents of this book, we our sure it will spur you onto greater things, let's be honest here. If you can do this, what else can you do? When the only thing stopping you was doubt in your own abilities, beat the fear entrenched by evil by having the courage to face our trespassers.

And if you do win a substantial battle using our research, consider making a donation to us so we can continue to help with future publications.

We do have one last announcement to tell you about and that is my next book is already on the drawing board. We our aiming for summer 2021 and has been prompted by two major factors.

1. How to protect all your assets using a basic understand of trusts

2. How to populate that trust with a promissory note which bypasses the need to access your treasury trust account. (we thought that would get your attention)

So keep an eye out for that because we (myself and others) are currently working on that project and should be done in time to create the book of how we did it….watch this space.

For those who have not read my previous books we will leave the links here for you which will help support my ongoing work to bring you some of life's remedies:

The Lien Machine: How to deal with those who would harm you
https://gaiauni.com/product/commercial-lien-procedure/

Laws of Liberty: Contract laws for the person:
https://gaiauni.com/product/laws-of-liberty/

And if you wish to learn even more about this type of approach with people from all over the world who you can interact with we suggest you join Mark's Solutions Empowerment website and get back to school.

With this link you get a 10% when you enter "Pegasus" into the discount area:
https://solutionsempowerment.com/ref/robert@pegasusvideos.com/

If you wish to have a trust set up for you then contact Sonya on this email (Mark's partner at Solutions Empowerment for a "trust set up appointment" and tell them we sent you;-) admin@solutionsempowerment.com

The following sections contain the templates for you to change as you need and please make sure you reference the explanatory contents of this book when doing so. Keep all records, times, dates postal reference numbers as described and my very best wishes for your future self.

You are your own hero, you just don't know it yet…

The duality of existence, the fact and the fiction is why there no references to "I" in this publication. We/us/our indicate the duality of the living being/s V's the fictional strawman and we make it known, we are aware of the distinction.

The following pages are the templates and pre-action protocols a judge would expect anyone (including you) to follow before getting to court. All of the templates have to be crafted to meet your own circumstances. I nor anyone else can make a “one-size-fits-all” there is no such thing. So take your time, back reference the previous content and stake YOUR claim…

Happy hunting.

Robert Odeck

Now go to the templates on the next page and alter them as necessary...

TEMPLATE(S)

Notice One (1)

NON NEGOTIABLE

[Your Name]
[Your house name or number]
[Your Address line 1]
[Your address line 2]
[Your postcode]

FAO: CEO [Company Name] [CEO name not essential]
[Their address line 1]
[Their address line 2]
[Their address line 3]
[Their postcode]

[Date]

Re: Reference Number: [ACCOUNT NUMBER/s]

VALIDATION OF CLAIM

Notice to agent is notice to principal,
notice to principal is notice to agent

To: [CEO Name] acting in the capacity of [position in organization]

I would be willing to settle any financial obligation I might lawfully owe, as soon as I have received the following lawful documentation from you. It is noted all previous payments made to your organization were made in error and without full disclosure.

We are now in procession of information of which we were previously unaware of, which suggests you may not have a valid claim to the alleged debt. Having studied the legal aspects of this alleged debt we require you to produce **ALL** documentation to be presented to me in **SUBSTANCE** and with **FULL DISCLOSURE**:

(a) Validation of the alleged debt owed with F**ULL** accounting
(b) A copy of the relevant and lawful Terms and Conditions
(c) A true and certified copy (**NOT photocopy**) of the Deed of Assignment (**NOT Notice of Assignment**)
(d) DEED OF NOVATION**:** My wet signature on any agreement with your company
(e) A true and certified copy (**NOT photocopy**) of the Original Credit Agreement
(f) Verification of your claim against me (a sworn affidavit or even just a signed invoice)

We require a deed of assignment as mentioned above under **s136 Law of Property Act 1925** – which must assign absolute title to a debt. But as there is no debt (since we created the credit), these assignments can only be assignments of agency.

During an extensive study of money and debt, and having identified your role to collect alleged sums from individuals, is it not the case, under laws of equity we are the <u>beneficiary</u> of the trust set up with the “creditors” signature? (hence the need for full discloser.) It is important you give full disclosure of the lawful documents you may rely upon to validate your claim.

<u>An agent has no standing at Law or capacity to recover a debt that has not been assigned according to Law.</u>

We hereby give you fourteen (14) days to reply to this notice from the above date. Your failure to provide the aforementioned documentation within fourteen (14) days, from the above date to validate your claim of debt, will constitute your agreement to the following terms -

1. The debt did not exist in the first instance and/or it has already been paid in full; and that you will be held liable for any and all damages to me incurred by any further actions.

2. Remove negative remarks made to a credit reference agency forthwith, and you will no longer pursue this matter. Since case law clearly states "Unenforceable debt cannot be placed on a credit file." (Court of Appeal Grace Vs Blackhorse) do so will potentially incur claims for damages under the DPA.

3 Since the evidence suggests you are not in possession of the require documents to substantiate any claim, you will cease and desist any and all claims from this point onwards.

4 By Accepting admission you’re not in possession of the original agreement you will disclose why this came to be.

5 Disclose who does have possession of the original agreement.

We have for your convenience enclosed a screen capture of what a judge WILL ask for at our insistence as part of Pre-action protocols and as you can see the court stamp keeps our current request within expected parameters of law.

Before District Judge sitting in the County Court at , The Law Courts, London Road,

The following paragraphs set out the Judge's directions for the disposal of this claim. Failure to comply with the directions may result in a party's case being struck out or a hearing having to be adjourned. The party at fault may have to pay costs.

IT IS ORDERED THAT

Allocation/preliminary hearings

1 This Claim is allocated to the Small Claims Track and the parties are referred to Part 27 of the Civil Procedure Rules and the Practice Direction of that Part for guidance on how the hearing of the claim will be conducted.

The parties are encouraged always to try to settle the case by negotiation. The parties are encouraged to contact each other with a view to trying to settle the case or narrow the issues. The court must be informed immediately if the case is settled.

2 A Preliminary Hearing is required to enable the Court to consider the directions which need to be made in this case because it may be possible to dispose of the claim at such a hearing, it appearing from the papers that the Defendant may have no real prospect of success at a final hearing.

The Preliminary Hearing will take place on the first available date with a time estimate of 20 minutes. If a notice giving details of the time and place of the hearing is not enclosed with this Order, one will be sent to you shortly.

3 No later than 14 days before the Preliminary Hearing, the Claimant must send to the Court and to other party a witness statement containing the evidence relied upon to prove the claim and exhibiting copies of:

a) the original executed agreement with the Defendant;
b) a full statement of the Defendant's account;
c) the default notice;
d) the instrument(s) of assignment (redacted if necessary) that establish the Claimant's title to the debt;
e) the notice of assignment.

NOTES

- If you do not attend the hearing the court may make an order in your absence.
- If it is practical to do so and you and the other parties agree, the judge may decide to treat the preliminary hearing as the final hearing.
- Leaflets explaining more about what you should do and what happens when your case is allocated to the small claims track are available from the court office, **or online at** www.hmcourts-service.gov.uk/cms/infoabout.htm.

Please take note of the requirements of (a) to (e) above if you cannot provide the lawful documentation or are acting purely in the capacity of an agent (which has no standing in law) that you immediately cease and desists your invalid claims against me.

<u>We wish to deal with this matter in writing</u> and I **<u>do not</u>** give your organization permission to contact me by telephone, or by any other means. Should you do so, we must warn you that the calls could constitute 'harassment' and I may take action under Section 1 of the Protection from Harassment Act 1997 and the Administration of Justice Act 1970 S.40, which makes it a Criminal Offence for a creditor or a creditor's agent to make demands (for money), which are aimed at causing 'alarm, distress or humiliation', because of their frequency or manner.

By:

Authorised representative

ALL-RIGHTS-RESERVED. WITHOUT-RECOURSE. NON-ASSUMPSIT - NON ASSUMPTIVE.

Notice Two (2)

NON-NEGOTIABLE

[Your Name]
[Your house name or number]
[Your Address line 1]
[Your address line 2]
[Your postcode]

FAO: Peter Rabbit doing Business as Chief Executive Officer of XYZ
[Their address line 1]
[Their address line 2]
[Their address line 3]
[Their postcode]

[Date]

Your Ref [Registered postal number but now add "-2" to the end]

CONDITIONAL NOTICE OF ACCEPTANCE UPON VALIDATION OF CLAIM

OPPORTUNITY TO CURE

**Notice to agent is notice to principal,
notice to principal is notice to agent**

Re: Reference Number: [ACCOUNT NUMBER]

To: CEO Name [Mr. Scumbag]

We wrote to you on [date you sent notice 1] With reference number [1st Registered postal number] requesting the following lawful documentation, so that any financial obligation we might lawfully owe may be settled and we also requested that ALL documentation to be presented to me in SUBSTANCE and with FULL DISCLOSURE:

We assume from your silence on this matter is due to you having mislaid the first notice we sent which is why we are now sending this second notice in order that you may provide the documents which will validate your alleged claim and afford you the opportunity to cure. Under the penalty of perjury and full personal liability including the Company your Operating from within we strongly advise you take this matter seriously.

You have made a claim and it must be lawfully evidenced with the previously demanded documents.

We have listed again for your convenience the documentation we require so we can settle this matter in an honorable manner without further delay and legal recourse on either part.

We would be willing to settle any financial obligation we might lawfully owe, on the alleged debt, on the condition that we received the following documentation from you. we require **ALL** documentation to be presented to me in **SUBSTANCE** and with **FULL DISCLOSURE**:

(a) Validation of the alleged debt owed with **FULL ACCOUNTING**

(b) A copy of the relevant and lawful Terms and Conditions

(c) A true and certified copy (**NOT photocopy**) of the Deed of Assignment (**NOT Notice of Assignment**)

(d) DEED OF NOVATION**:** My wet signature on any Tri-lateral agreement between your company/bank/myself.

(e) A true and certified copy (**NOT photocopy**) of the Original Credit Agreement

(f) Verification of your claim against me (a sworn affidavit or even just a signed invoice)

(g) Evidence that we gave permission to pass the alleged debt to your company

(h) The signed contract between myself and your company/organisation

Is it not the case under the Bills of exchange Act 1882 when you purchased the debt you actually settled any and all outstanding claimed debt?

Therefore any and all liabilities have been settled?

We hereby give you fourteen (14) days to reply to this notice from the above date. Your failure to provide the aforementioned documentation within fourteen (14) days, from the above date to validate your claim of debt, will constitute your agreement to the following terms -

1. The debt did not exist in the first instance and/or it has already been paid in full; and that you will accept liability for any and all damages to me incurred by any further actions.

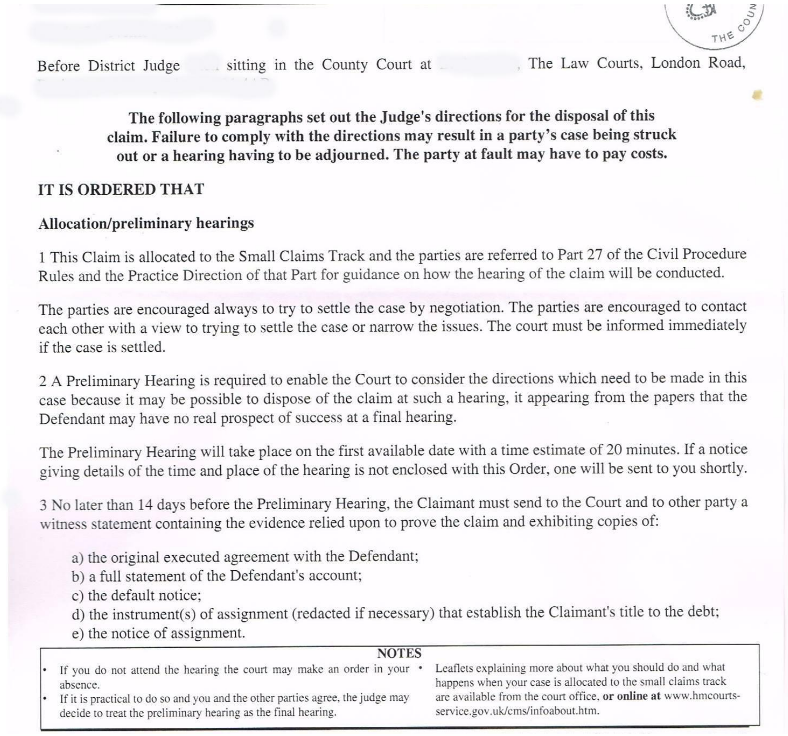
2. Remove negative remarks made to a credit reference agency forthwith, and you will no longer pursue this matter. Since case law clearly states "Unenforceable debt cannot be placed on a credit file." (Court of Appeal Grace Vs Blackhorse) do so will potentially incur claims for damages under the DPA.

3 You agree you will cease and desist any and all claims from this point onwards.

4 By Accepting admission you’re not in possession of the original agreement you will disclose why this came to be.

5 Disclose who does have possession of the original agreement.

We have for your convenience enclosed a screen capture of what a judge WILL ask for at our insistence as part of Pre-action protocols and as you can see the court stamp keeps our current request within expected parameters of law.



Before District Judge [redacted] sitting in the County Court at [redacted], The Law Courts, London Road,

The following paragraphs set out the Judge's directions for the disposal of this claim. Failure to comply with the directions may result in a party's case being struck out or a hearing having to be adjourned. The party at fault may have to pay costs.

IT IS ORDERED THAT

Allocation/preliminary hearings

1 This Claim is allocated to the Small Claims Track and the parties are referred to Part 27 of the Civil Procedure Rules and the Practice Direction of that Part for guidance on how the hearing of the claim will be conducted.

The parties are encouraged always to try to settle the case by negotiation. The parties are encouraged to contact each other with a view to trying to settle the case or narrow the issues. The court must be informed immediately if the case is settled.

2 A Preliminary Hearing is required to enable the Court to consider the directions which need to be made in this case because it may be possible to dispose of the claim at such a hearing, it appearing from the papers that the Defendant may have no real prospect of success at a final hearing.

The Preliminary Hearing will take place on the first available date with a time estimate of 20 minutes. If a notice giving details of the time and place of the hearing is not enclosed with this Order, one will be sent to you shortly.

3 No later than 14 days before the Preliminary Hearing, the Claimant must send to the Court and to other party a witness statement containing the evidence relied upon to prove the claim and exhibiting copies of:

a) the original executed agreement with the Defendant;
b) a full statement of the Defendant's account;
c) the default notice;
d) the instrument(s) of assignment (redacted if necessary) that establish the Claimant's title to the debt;
e) the notice of assignment.

NOTES

- If you do not attend the hearing the court may make an order in your absence.
- If it is practical to do so and you and the other parties agree, the judge may decide to treat the preliminary hearing as the final hearing.
- Leaflets explaining more about what you should do and what happens when your case is allocated to the small claims track are available from the court office, **or online at** www.hmcourts-service.gov.uk/cms/infoabout.htm.

Take notice that we now require of you and from you all of the original information listed above.

We additionally give you notice of existing case law in respect of my request.

See (Van Lynn Developments v Pelias Construction Co Ltd 1998.[3] All ER 824).

Where Lord Denning MR said " *The true Credit holder is entitled to view all the original sale agreement files and documents to ensure that the assignee can give him good discharge under the contract"*.

Please also note that any further invalid claims without documentary evidence in substance against [Your Name] and/or attempting to contact we will constitute Harassment under Section 1 of the Protection from Harassment Act 1997 and the Administration of Justice Act 1970 S.40, and against FCA guidelines, which may result in legal action for compensation for the anxiety and any financial loss caused.

Signed: xxxx: of the family xxxx

Authorized Representative

ALL-RIGHTS-RESERVED. WITHOUT-RECOURSE. NON-ASSUMPSIT - NON ASSUMPTIVE.

Notice Three (3)

<u>NON NEGOTIABLE</u>

[YOUR ADDRESS HERE]

FAO: Mr. Scumbag doing Business as Chief Executive Officer of XYZ
[Their address line 1]
[Their address line 2]
[Their address line 3]
[Their postcode]

[Date]

Document Ref number [recorded delivery serial number “-3”]

<u>Re: Reference Number: [ACCOUNT NUMBER/s from DCA]</u>

<u>NOTICE OF DEFAULT</u>
<u>AND CONDITIONAL ACCEPTANCE OF CLAIM</u>

Notice to agent is notice to principal,
notice to principal is notice to agent

<u>Without Prejudice</u>

To:[CEO Name] Acting as MD/CEO of [Scumbag & Co]

‘We, can confirm you are in recipt of notices sent to you via Royal Mail recorded delivery on three (3) occasions [list dates **/**/**** and **/**/**** and also this one dated **/**/****]

To date you have failed to provide the true original documents and lawful first hand evidence that ‘we, require to discharge any lawful debt ‘we, may owe to [insert company name/ceo].

Take Notice that [Agent/CEO name] has been requested and required a total of three (3) times to provide proof of a valid claim. To which to this day [date here], you have ignored, knowingly, willingly and wilfully with intent of your own free will and omission.

It is also noted we are perplexed at your total disregard for the law and expected the correct Pre-action protocols and would urge you to consider seriously my lawful request and your silence in this matter.

Its respectfully requested that you, the individual [Fist/last name CEO] of the company you are operating in, for a third and final time, to provide true and original documentation as requested and required in the form of an affidavit, made under full personal private liability and under penalty of perjury. Who has the authority to bind the Company in Contract with ‘we, and must sign, date and name clearly printed in own hand and all done in wet ink, and not printed off a template that looks like one you got it from the internet.

Also take notice that this is the final occasion that any request will be made. It is clear we have stated on every occasion that we will settle any lawful obligation we may have upon valid and lawful proof of claim, and no such proof of claim has to this date been provided to us by you the individual [Name/CEO] or the Company/s you operate in.

Therefore unless all of the original true documentation requested is received within a further fourteen (14) more days from the date of this final notice, we will proceed with our own litigation against these claims you seem unable to either consider or simply do not have the documents to show to be a valid claim and we have demanded of you on previous occasions.

You are requested yet again to provide the required documents as these will be asked for by those sitting in judgement of your claim against us and as you are well aware form the basis of all contract laws and laws of equity, they must be provided as evidence of your claim.

Take Notice this is the third and final time to provide the following documents that will validate the alleged debt you claim is owed.

(a) Validation of the alleged debt owed with **FULL ACCOUNTING**
(b) A copy of the relevant and lawful Terms and Conditions
(c) A true and certified copy (**NOT photocopy**) of the Deed of Assignment (**NOT Notice of Assignment**)
(d) DEED OF NOVATION**:** My wet signature on any Tri-lateral agreement between your company/bank/myself.
(e) A true and certified copy (**NOT photocopy**) of the Original Credit Agreement
(f) Verification of your claim against me (a sworn affidavit or even just a signed invoice)
(g) Evidence that we gave permission to pass the alleged debt to your company
(h) The signed contract between myself and your company/organisation

We will state for the record again this notice is NOT a refusal to pay, it is a “conditional acceptance” to settle the alleged debt upon proof that [company name/CEO] has a valid claim and the only requirements we have of you and your company at this time is you furnish us with lawful proof of your claim.

The company you operate from, can and will be sued, under the law to the Maximum for fair and just compensations if you continue to harass us without a valid claim.

We hereby give you another (3^{rd} notice) fourteen (14) days to reply to this notice from the above date. Your failure to provide the aforementioned documentation within fourteen (14) days, from the above date to validate your claim of debt, will constitute your agreement to the following terms -

1. That the debt did not exist in the first instance and/or it has already been paid in full; and that you will be held liable for any and all damages to me incurred by any further actions.

2. Furthermore remove negative remarks made to a credit reference agency forthwith, and you will no longer pursue this matter. Since case law clearly states "Unenforceable debt cannot be placed on a credit file." (Court of Appeal Grace Vs Blackhorse) do so will potentially incur claims for damages under the DPA.

3 Since the evidence suggests you are not in possession of the require documents to substantiate any claim, you will cease and desist any and all claims from this point onwards.

4 By Accepting admission you're not in possession of the original agreement you will disclose why this came to be.

5 Disclose who does have possession of the original agreement.

Should you peruse this matter without the aforementioned documents this will be dealt with by the full force of the law. We have studied the document of alleged claim with extreme caution and have found the whole document perjured under *uttering law should no documentation be evidence*.

<u>Again we ask you: Do you wish to proceed any further?</u>

If so...

You knowingly, willingly, wilfully with intent of your own free will and omission by your own hands will be made liable for your actions.

If you continue to interlope upon my private person without validation of your claim we must warn you we will enforce my rights and interloping in both civil and criminal filings. We will pursue you for damages through civil courts and place a lien against you for tortuous acts of fraud, harassment and perjury should you wish to continue without a valid claim.

Alternatively if you intend to produce evidence of your claim as requested you are required to ensure any submissions comply as required by law and include all relevant documents and any pre-existing wet signature contract.

However, should you wish to proceed to Court with an unsubstantiated claim we will immediately make an application to the court for full disclosure.

Also 'we, will request to the Court that you supply all of the True Original Document/s. And we will peruse our own claim. [Here you will add up your total fees & all previous money you paid (you got that from your bank remember) then total the lot and put it in here]

Full accounting will be provided to the Court upon request to ensure a fair "cost and compensation" claim against you [CEO name].

Whilst the matter may be before the court, let it be known it is our intention to initiate a private lien which may place your personal property at risk.

Any further correspondence from me, if this third and final demand for validation is ignored, we will be perusing the matter in the form of an affidavit. Then you of course will have the option to rebut the affidavit in full and in substance.

You have 14 days from the registered and documented receipt of this

ALL-RIGHTS-RESERVED. WITHOUT-RECOURSE. NON-ASSUMPSIT - NON ASSUMPTIVE.

Signed By; xxx: family of xxx

Authorized Representative

****

Please remember ONLY to use the following notice (4th Protocol) AFTER they have backed off. Don't worry if they ignore you or BS you with some "we are not liable" BS yes they are...period!

THE FOURTH PROTOCOL

<u>NON-NEGOTIABLE</u>

[Your Name]
[Your house name or number]
[Your Address line 1]
[Your address line 2]
[Your postcode]

FAO: Mr. Scumbag doing Business as Chief Executive Officer of XYZ
[Their address line 1]
[Their address line 2]
[Their address line 3]
[Their postcode]

[Date]

Your Ref [Registered postal number but now add "-?" to the end]

<u>NOTICE OF CONDITIONAL ACCEPTANCE
OF FINAL OFFER AND COUNTER CLAIM</u>

Notice to agent is notice to principal,
notice to principal is notice to agent

Re: Reference Number: [ACCOUNT NUMBER]

To: CEO Name [Mr. Scumbag]

We are pleased to acknowledge your Notice of discontinuance dated [xx/xx/xx] and that you will no longer be perusing your claim. However in response to you, your company or agents thereof taking no liability this is ***not accepted***.

There are however a few outstanding questions that are requiring answers:

1. Why have you ceased your claim against me?

2. Where are the documents we asked for which are still outstanding?

3. What law/s are you referring to when you claim to have no liability for the historical payments you received without production of a valid claim?

4. What law exempts you from liability for your recent demands and actions against me by making such claims and the collection of any and all previous payments?

There is no doubt that if you did have a valid claim you would not have agreed to settle this matter by ceasing your claim as stated in your previous correspondence to us dated [date]

The evidence suggests you never had a valid claim and without the lawful documentation requested on the numerous occasions listed below, the assumption is your claim and all previous payments were not valid and therefore any monies paid to you were in error.

[NOW LIST EVERY THING YOU HAVE PREVIOUSLY SENT THEM WITH TITLE OF DOCUMENT, DATE AND POSTAL REFERENCE NUMBER **bullet points only]**

We have paid in error to you a substantial amount of which you had no title to and “could” be seen as constructive fraud if you are unable to furnish me with these lawful documents. We demand to see those documents and the full accounting as laid out in our previous correspondence.

The retraction of your claim against me is insufficient and we demand you refund everything paid to you under the misleading assumptions you gave that we were indebted to you or your organisation where in fact no debt to you existed.

Your claim of "no liability" is not accepted in any legal sense from the matter unless through my silence you were expecting a tacit agreement which we DO NOT GIVE YOU CONSENT FOR NOR AGREE TO.

Would you think it an equitable settlement if a thief agreed not to steal from you in the future but was unwilling to return what he had already stolen?

In the case of your inability to produce the documents and therefore attempt unjust enrichment through an invalid claim, it should be clear to you the in principal the above analogy is applicable in this situation.

Should you fail to settle the debt you owe us by Date:, [14 days from date of this notice] Action will be taken which could result in you personally [CEO NAME] being summons to court on potentially serious charges. Therefore I urge you to consider the matter seriously and settle this matter without wasting ours or the courts time.

However, should you wish to proceed to Court with an unsubstantiated claim we will immediately make an application to the court for *full disclosure*.

Also ‘we, will request to the Court that you supply all of the True Original Document/s. And we will peruse our own claim. [Here you will add up your total fees & all previous money you paid (you got that from your bank remember) then total the lot and put it in here]

Whilst the matter may be before the court, let it be known it is our intention to initiate a private lien which may place your personal property at risk.

We will initiate a private lien against you [CEO NAME] please take this seriously as we do wish to settle this matter in an equitable manner for the benefit of both sides.

Any further correspondence from me, if this third (3rd) and final demand for validation is ignored, we will be peruse the matter in the form of an affidavit. Then you of course will have the option to rebut the affidavit in full and in substance.

Failure to rebut the affidavit point-by-point will result in commencement proceedings against you [CEO/AGENT/COMPANY]

You now have 14 days notice before further action is taken.

ALL-RIGHTS-RESERVED. WITHOUT-RECOURSE. NON-ASSUMPSIT - NON ASSUMPTIVE.

By: xxxx: of the famliy xxxx

Authorized Representative

****

Now we move onto the Affidavits documents

PARTS OF AN OFFICIAL AFFIDAVIT:

1. 7-point instrument.
2. Numbered paragraphs (for purpose of inter alia - identifying particulars for future reference).
3. Have a form number on the bottom, unique to each affidavit.
4. Written in clean, clear, minimalist style.
5. Written in the present tense.
6. Avoid using pronouns, the words "to" and "or"
7. Avoid using adjectives and adverbs.
8. Sign in red ink (i.e., signifying blood) [or blue].
9. Have it Notarized.
10. Have as much "commercial paperwork" as possible - (i.e., exhibits and attachments supporting the affiants assertions as possible.

On the next page we start the affidavit documents and again change as per your circumstances and make sure only the facts remain, keep it short and bullet point your claims only.

Affidavits templates

Document one

<u>NON NEGOTIABLE</u>

[YOUR ADDRESS HERE]

FAO: Peter Rabbit doing Business as Chief Executive Officer of XYZ
[Their address line 1]
[Their address line 2]
[Their address line 3]
[Their postcode]

[Date]

Document Ref number [recorded delivery serial number "-?"]

<u>Re: Reference Number: [ACCOUNT NUMBER/s from DCA]</u>

Sworn Affidavit of Claimant

Fiat Justitia, Ruat Coelum

Let Right Be Done, Though The Heavens Should Fall

DO NOT IGNORE THIS NOTICE

**Notice to agent is notice to principal,
notice to principal is notice to agent.**

<u>Without Prejudice?</u>

To: [CEO Name] Acting as MD/CEO of Scumbag & Co

This is a final notice and statement of truth addressed to you and the company you represent in the capacity of CEO/AGENT

Should you wish to settle this matter as laid out in the notice of default dated [date here] with full compensation as claimed, you are afforded this final opportunity to settle before this matter before it goes before the court. If you wish to settle this matter then please send payment for the full amount of [your previous total] within 7 days and this matter will be acknowledged as closed via equitable agreement.

However, should you continue to peruse the course and continue to deny your liability you leave us no alternative than to seek justice through the courts We are not obliged to inform you of the following but felt it fair and just we do so in the spirit of good will.

a) Truth is expressed in the form of an Affidavit.
b) An unrebutted Affidavit stands as truth in Law.
c) An unrebutted Affidavit becomes the judgment in Law.
d) All matters must be expressed to be resolved.

Below is our affidavit of truth of claims, conditional acceptance and communication which have transpired between [CEO/COMPANY NAME] and us.

You may rebut any of the details listed below if you have evidence in substance those details are incorrect. What is left will form the final affidavit that we will use in court.

In The Matter of:

The invalid claims by [Mr. Scumbag] acting in the capacity of [CEO] of [company name] at [company address] did make demands for money without documentry evidence of such claims, and

[Mr. Scumbag] continued over several months to make unfounded/invalid demands and refused to evidence such demands contrary to our repeated requests, and

[Mr. Scumbag/company] has on [exact number] previous occasions taken monies from our bank account without aforementioned validation of claim based on the evidence herein and by the repeated failure to produce any documented evidence of a valid claim or authority, and did...

Please note (above) only write what you know to be true and can be evidenced. I put that wording as an example (not as your personal/private circumstances so DO NOT COPY THOSE WORDS UNLESS THEY ARE TRUE AND YOU CAN SHOW EVIDENCE FOR WHAT YOU CLAIM)

[Mr. Scumbag] attempted to place us under duress into contracting with him without full disclosure with no valid contract/claim or documentation to justify any monies previously paid or currently/previously demanded.

[Name] the undersigned, ________________________, hereinafter "Affiant", does solemnly affirm, declare and state as follows:

1) Affiant [insert name here] of [insert full address here] is of legal age and competent to testify.

2) Affiant has first-hand knowledge of the facts stated herein.

3) Affiant will include evidence in substance as to the underwritten affirmations

4) Affiant is competent and has lawful authority to make the following statements/declarations.

Affiant is aware of the penalties of perjury. Affiant affirms to tell the truth, the whole truth and nothing but the truth with evidence in substance contain herein.

Example:

1. Mr. Scumbag sent me a demand for monies on [date] (Exhibit A). we sent Mr. Scumbag a conditional acceptance on the 25th of November 2020 requesting Mr. Scumbag or an agent thereof send me validation of his alleged claim; postal reference [123456-1] the document and evidence of receipt (screen capture/printout of signature, name and date) of this document is listed as ***exhibit A1*** *in the accompanying documents. He failed to provide any documents and continued to send demands (if you have his correspondence this would be* ***"exhibit A2" since it was the reply you got from your first attempt at settling this matter).***

You are required to rebut the following questions or provide validation to each and every one listed below "Point by Point". Your reply to each point, if evidence will be removed from this affidavit. The remainder will stand as truth in law and form part of our final sworn affidavit.

1. Can you show evidence of a valid claim by production of the full accounting?

2. Can you show a copy of the full lawful terms and conditions we agreed to?

3. Can you send me a true and certified copy (not a photocopy) of the “Deed of Assignment” (Not notice of assignment)

4. Do you have the deed of novation containing my wet signature on a tri-lateral agreement between you/we/bank (original lender)

5. Can you produce a true and <u>certified</u> copy (not photocopy) of the original credit agreement?

6. Is there <u>any evidence</u> under <u>full disclosure</u> we gave permission to pass the alleged debt to you or your company?

7. Is there a signed contract with equitable consideration between you, or your company and myself?

8. Verification of your claim against me in the form of a sworn affidavit or a signed invoice.

9. Re this alleged account, what is the name and address of the alleged Original Creditor, if different from Debt Collector?

10. Did Debt Collector purchase this alleged account from a previous debt collector?

11. If applicable, date of purchase of this alleged account from previous debt collector, and purchase amount:
Date:_____________________________________
Amount: £_____________________________________

12. What & where are the terms of the transfer of rights re this alleged account? Did this include my knowledge and agreement?

13. If applicable, transfer of rights re this alleged account was executed by the following method: (a) Assignment; (b) Negotiation; (c) Novation; (d) Other – explain:

14. Does there exist a verifiable, bona fide, original commercial instrument between Debt Collector and alleged Debtor containing alleged Debtor’s bona fide signature?

15. Does any evidence exist of verifiable external act(s) giving the objective semblance of agreement between Debt Collector and alleged Debtor?

16. Have any judgments been obtained by any creditor or debt collector regarding this alleged account?

17. At the time the alleged original contract was executed, were all parties apprised of the meaning of the terms and conditions of said alleged original contract? YES NO

18. At the time the alleged original contract was executed, were all parties advised of the importance of consulting a licensed legal professional before executing the alleged contract?

19. At the time the alleged original contract was executed, were all parties apprised that said alleged contract was a private credit instrument?

Debt Collector's failure, both intentional and otherwise, to complete/answer points "1" through "19" above and return this in the form of a signed affidavit, as well as provide Respondent with the requisite verification validating the herein-above referenced alleged debt, constitutes [Mr. Scumbag & Co] tacit agreement that Debt Collector has/had no verifiable, lawful, bona fide claim re the herein above-referenced alleged account, and that Debt Collector tacitly agrees that Debt Collector waives all claims against Respondent and indemnifies and holds Respondent harmless against any and all costs and fees heretofore and hereafter incurred and related re any and all collection attempts involving the herein-above-referenced alleged account -

Furthermore a tacit agreement will exist between [YOUR NAME] and [Mr. Scumbag] that any and all claims made by [YOUR NAME] any and all outstanding debts/claims will become payable within 14 days of this affidavit if you fail to rebut in full and in substance the aforementioned point for point or ignore this final notice this agreement becomes final-finally

Affiant makes this affidavit believing conscientiously that, all the facts stated herein are true, correct, certain, complete and not in any way misleading and, with first-hand personal knowledge and made under penalty of perjury.

It is not too late to settle this matter honorably and we hope you will do so in an equitable manner. If you settle this outstanding debt of [place total of accounting here] within the specified time we can bring this matter to an equitable agreement.

Affiant further sayeth naught

By: Autograph

Authorized Representative

ALL-RIGHTS-RESERVED. WITHOUT-RECOURSE. NON-ASSUMPTIVE

The second affidavit will only be sent if they manage to rebut any points, if not and they ignore you then jump to the final affidavit (without the need to inform Mr. Scumbag) and get it witnessed and notarised as mentioned previously.

Second Affidavit

Sworn Affidavit of Claimant

Fiat Justitia, Ruat Coelum

Let Right Be Done, Though The Heavens Should Fall

In The Matter of:

Invalid claims by [Mr. Scumbag] acting in the capacity of [CEO] of [company name] registered at [company address] did make demands for money without document evidence of such claims-furthermore

[Mr. Scumbag] continued over several months to make unfounded demands/claims and refused to evidence such demands contrary to my repeated request and as required by law.

[Mr. Scumbag/company] has on previous occasions, evidenced by [now place exhibit reference here] taken monies from bank account [number] under questionable pretenses based on the evidence herein and by [CEO NAME] repeated failure to produce any documented evidence of a valid claim or authority and has attempted to coheres me into contract without full disclosure and with no prior valid contract or documentation to support any monies previously paid or currently demanded.

[Name] the undersigned, __________________________, hereinafter "Affiant", does solemnly affirm, declare and state as follows:

1. Affiant [insert name here] of [insert full address here] being of legal age and competent to testify-

2. Affiant has first-hand knowledge of the facts stated herein-

3. Affiant will include evidence in substance as to the underwritten affirmations

4. Affiant is competent and has lawful authority to make the following statements/declarations.

Affiant is aware of the penalties of perjury - Affiant affirms to tell the truth, the whole truth and nothing but the truth with evidence in substance contained herein-

Now complete this section with the numbered list/bullet points of everything you are making the claim about and remember to cross reference those points with "exhibits” as previously instructed.

Example:
1. Mr. Scumbag sent me a demand for monies on [date] (Exhibit A). we sent Mr. Scumbag a conditional acceptance on the 25th of November 2020 requesting Mr. Scumbag or an agent thereof send me validation of his alleged claim; postal reference [123456-1] the document and evidence of receipt (screen capture/printout of signature, name and date) of this document is listed as ***exhibit A1*** *in the accompanying documents. He failed to provide any documents and continued to send demands (if you have his correspondence this would be* ***“exhibit A2” since it was the reply you got from your first attempt at settling this matter).***

Now continue to list the details in a similar way and don't forget to list the total amount Mr. Scumbag has taken without a valid claim as this will form part of your "settlement" when we send in the bailiffs/collectors or sheriffs.

Then complete the affidavit as below...

We make this affidavit believing conscientiously that, all the facts stated herein are true, correct, certain, complete and not in any way misleading and, with first-hand personal knowledge and made under penalty of perjury.

Maxim of Law (Roman Civil)

He who remains silent, when he ought to have spoken and was able to, is taken to agree.

Further sayeth affiant naught

BY: XXXX of the family xxxxxx

Affiant

Witnessed by (1): [full name here] on this day [date here] residing at [address here]

Autograph____________________

Witness (2): [full name here] on this day [date here] residing at [address here]

Autograph____________________

Affirmed by on [full written date here] at [address of notary public] in the presence of:

Signature: ________________________ Notary public ___________________

Seal:

****

The above need not be sent to the DCA since it is your final statement of truth and will now form the final document for filing in the court. The correct filing is normally an “N1” court claim document which can be filled out online here in the UK. I am sure other nations have a similar system.

However if you are confused about what to write on the N1 claim form then the following will suffice and taken to the courthouse. If in doubt ask the clerk of the court to advise on local filings and get a case started (you have already won.)

See next page for final draft document…

THE FINAL DOCUMENT

Certificate of Default

[YOUR NAME HERE]/lien claimant [address]

So and so doing business as [Mr. Scumbag doing business as DCA's company name] /lien debtor
[address]

Date:[00.00.00]

As you have not responded to a [Notice of Interest] sent to you on …....................................and

received by you on …........................ ref number [Postal reference/exhibit number] and

an [Affidavit of Obligation] sent to you on …..and

received by you on..........................., ref number [Postal reference/exhibit number] and

a [Notice of Fault & Opportunity to Cure] sent to you on …...and

received by you on …........................ref number [Postal reference/exhibit number] you are now believed to be in dishonour.

Accordingly, we hereby issue this **Certificate of Default**.

Autographed this day.........................…..Date

[00.00.000] in the presence of…..a notary public in the city/town of

…..............................in the county of …...............................…

Lien claimant autograph...…

Notary public autograph..seal

That ends the templates and I hope you find them useful and gives you more confidence to use the contents as you will. I cannot enter into any conversations about individual claims as I am not qualified to do so, nor do I have the time.

The only way to lean is to DO!

I look forward to seeing those who have followed the steps and stopped the criminal activity of those who would trespass against you. My springtime master-class will be waiting for you.

The final section is the appendix and contains addition al information that may be of help to you in Defusing the Debt Bomb...

For my American readers it is also worth looking into 18 U.S. Code § 1001.

Any and all contracts, claims and assertions made by debt collectors "may" be subject to the above laws:

(1)
falsifies, conceals, or covers up by any trick, scheme, or device a material fact;
(2)
makes any materially false, fictitious, or fraudulent statement or representation; or
(3)
makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry;

APPENDIX

Below is an example (here in the UK of a completed N1 claim form. Most of these because of lockdown restrictions will be completed online here: https://www.gov.uk/government/publications/form-n1-claim-form-cpr-part-7

Example of N1 Claim Form (UK)

Claim Form

You may be able to issue your claim online which may save time and money. Go to www.moneyclaim.gov.uk to find out more.

In the	County Court at Luton
Fee Account no.	
Help with Fees - Ref no. (if applicable)	H W F – –

For court use only

Claim no.	
Issue date	

Claimant(s) name(s) and address(es) including postcode
[Forename] [Middle Names] [Surname]
[1 The High Street]
[Bigtown]
[Wessex]
[WW2 5PF]

SEAL

Defendant(s) name and address(es) including postcode

Brief details of claim

I purchased a computer product from Retro Computers Limited on [exact date if possible], however I have never received delivery of the product I paid for.

Retro Computers Limited repeatedly promised that the delivery would happen 'soon', but without a confirmed date, on [date refund first requested] I requested a full refund as permitted under the Consumer Rights Act 2015.

I have followed up my request on a number of occasions, but Retro Computers Limited have still failed to refund the money I spent.

I now feel that such an unreasonable amount of time has passed that legal action is the only recourse I have. I therefore seek an order against the defendant for payment of the £XXX the original order cost me, plus any allowable costs incurred during the course of this claim.

Value
[£105]

You must indicate your preferred County Court Hearing Centre for hearings here *(see notes for guidance)*

The County Court at Luton

Defendant's name and address for service including postcode

	£
Amount claimed	105.00
Court fee	35.00
Legal representative's costs	0
Total amount	£140.00

For further details of the courts www.gov.uk/find-court-tribunal.
When corresponding with the Court, please address forms or letters to the Manager and always quote the claim number.

N1 Claim form (CPR Part 7) (06.16)

Fractional Banking and debt videos

Below is a series of videos for those wishing to educate themselves further in how the banking system works.

Money as Debt I - Revised Edition 2009 (Full Movie)
https://www.youtube.com/watch?v=2nBPN-MKefA

Money as Debt - Full Documentary
https://www.youtube.com/watch?v=4AC6RSau7r8

Money As Debt II
https://www.youtube.com/watch?v=bSPzc5lNp08

Money as Debt III - Evolution Beyond Money
https://www.youtube.com/watch?v=hBj8YrHJru0

PRE-ACTION PROTOCOL FOR DEBT CLAIMS

Contents	

1 INTRODUCTION

1.1 This Protocol applies to any business (including sole traders and public bodies) claiming payment of a debt from an individual (including a sole trader). The business will be referred to as the "creditor" and the individual will be referred to as the "debtor". This Protocol does not apply to business-to-business debts unless the debtor is a sole trader.

1.2 The Protocol describes the conduct the court will normally expect of those parties prior to the start of proceedings. It includes a template Information Sheet and Reply Form to be provided to debtors in all cases.

1.3 The Protocol is intended to complement any regulatory regime to which the creditor is subject. To the extent that compliance with this Protocol is inconsistent with a specific regulatory obligation (such as a principle, rule or guidance contained in the Financial Conduct Authority's Handbook) that regulatory obligation will take precedence. The Protocol should also be read in conjunction with industry and government guidance relating to good practice in the recovery of debt.

1.4 The Protocol does not apply:

a where the debt is covered by another Pre-Action Protocol such as Construction and Engineering or Mortgage Arrears; or

b to claims issued by Her Majesty’s Revenue and Customs that are governed by Practice Direction 7D (Claims For The Recovery Of Taxes And Duties).

2 AIMS OF THE PROTOCOL

2.1 This Protocol’s aims are to –

a encourage early engagement and communication between the parties, including early exchange of sufficient information about the matter to help clarify whether there are any issues in dispute;

b enable the parties to resolve the matter without the need to start court proceedings, including agreeing a reasonable repayment plan or considering using an Alternative Dispute Resolution (ADR) procedure;

c encourage the parties to act in a reasonable and proportionate manner in all dealings with one another (for example, avoiding running up costs which do not bear a reasonable relationship to the sums in issue);

d support the efficient management of proceedings that cannot be avoided.

3 INITIAL INFORMATION TO BE PROVIDED BY THE CREDITOR

3.1 The creditor should send a Letter of Claim to the debtor before proceedings are started. The Letter of Claim should –

a contain the following information –

a.i the amount of the debt;

a.ii whether interest or other charges are continuing;

a.iii where the debt arises from an oral agreement, who made the agreement, what was agreed (including, as far as possible, what words were used) and when and where it was agreed;

a.iv where the debt arises from a written agreement, the date of the agreement, the parties to it and the fact that a copy of the written agreement can be requested from the creditor;

a.v where the debt has been assigned, the details of the original debt and creditor, when it was assigned and to whom;

a.vi if regular instalments are currently being offered by or on behalf of the debtor, or are being paid, an explanation of why the offer is not acceptable and why a court claim is still being considered;

a.vii details of how the debt can be paid (for example, the method of and address for payment) and details of how to proceed if the debtor wishes to discuss payment options;

a.viii the address to which the completed Reply Form should be sent;

b do one of the following –

3

a.i enclose an up-to-date statement of account for the debt, which should include details of any interest and administrative or other charges added;

a.ii enclose the most recent statement of account for the debt and state in the Letter of Claim the amount of interest incurred and any administrative or other charges imposed since that statement of account was issued, sufficient to bring it up to date; or

a.iii where no statements have been provided for the debt, state in the Letter of Claim the amount of interest incurred and any administrative or other charges imposed since the debt was incurred;

c enclose a copy of the Information Sheet and the Reply Form at Annex 1 to this Protocol; and

d enclose a Financial Statement form (an example Financial Statement is provided in Annex 2 to this protocol).

3.2 The Letter of Claim should be clearly dated toward the top of the first page. It should be posted either on the day it is dated or, if that is not reasonably possible, the following day.

3.3 The Letter of Claim should be sent by post. If the creditor has additional contact details for the debtor, such as an email address, the creditor may also send the Letter of Claim using those details. If the debtor has made an explicit request that correspondence should not be sent by post, and has provided alternative contact details, the creditor should use those details when sending the Letter of Claim. (Note that a condition in a creditor's standard terms does not constitute an explicit request.)

3.4 If the debtor does not reply to the Letter of Claim within 30 days of the date at the top of the letter, the creditor may start court proceedings, subject to any remaining obligations the creditor may have to the debtor (for example, under the Financial Conduct Authority's Handbook). Account should be taken of the possibility that a reply was posted towards the end of the 30-day period.

4 RESPONSE BY THE DEBTOR

4.1 The debtor should use the Reply Form in Annex 1 for their response. The debtor should request copies of any documents they wish to see and enclose copies of any documents they consider relevant, such as details of payments made but not taken into account in the creditor's Letter of Claim.

4.2 If the debtor indicates that they are seeking debt advice, the creditor must allow the debtor a reasonable period for the advice to be obtained. In any event, the creditor should not start court proceedings less than 30 days from receipt of the completed Reply Form or 30 days from the creditor providing any documents requested by the debtor, whichever is the later.

4.3 If the debtor indicates in the Reply Form that they are seeking debt advice that cannot be obtained within 30 days of their reply, the debtor must provide details to the creditor as specified in the Reply Form. The creditor should allow reasonable extra time for the debtor to obtain that advice where it would be reasonable to do so in the circumstances.

4.4 Where a debtor indicates in the Reply Form that they require time to pay, the creditor and debtor should try to reach agreement for the debt to be paid by instalments, based on the debtor's income and expenditure. In trying to agree affordable sums for repayment, the creditor should have regard where appropriate to the provisions of the Standard Financial Statement or equivalent guidance. If the creditor does not agree to a debtor's proposal for repayment of the debt, they should give the debtor reasons in writing.

4.5 A partially completed Reply Form should be taken by the creditor as an attempt by the debtor to engage with the matter. The creditor should attempt to contact the debtor to discuss the Reply Form and obtain any further information needed to understand the debtor's position.

5 DISCLOSURE OF DOCUMENTS

5.1 Early disclosure of documents and relevant information can help to clarify or resolve any issues in dispute. Where any aspect of the debt is disputed (including the amount, interest, charges, time for payment, or the creditor's compliance with relevant statutes and regulations), the parties should exchange information and disclose documents sufficient to enable them to understand each other's position.

5.2 If the debtor requests a document or information, the creditor must –

a provide the document or information; or

b explain why the document or information is

unavailable, within 30 days of receipt of the request.

TAKING STEPS TO SETTLE THE MATTER AND ALTERNATIVE DISPUTE RESOLUTION

6.1 If the parties still cannot agree about the existence, enforceability, amount or any other aspect of the debt, they should both take appropriate steps to resolve the dispute without starting court proceedings and, in particular, should consider the use of an appropriate form of Alternative Dispute Resolution (ADR).

6.2 ADR may simply take the form of discussion and negotiation, or it may involve some more formal process such as a complaint to the Financial Ombudsman Service where the dispute concerns a debt regulated under the Consumer Credit Act 1974.

6.3 In some cases, especially where the debt is large, mediation (a third party facilitating a resolution) might be appropriate. Details of registered mediation providers can be obtained from the Civil Mediation Provider Directory at www.civilmediation.justice.gov.uk. The potential costs of mediation should be considered in relation to the amount of the debt.

6.4 Where the parties reach agreement concerning the repayment of the debt, the creditor should not start court proceedings while the debtor complies with the agreement. Should the creditor wish to start court proceedings at a later date, they must send an updated Letter of Claim and comply with this Protocol afresh. If documentation was sent with a Letter of Claim in the preceding 6 months, that documentation need not be sent again unless it requires updating.

7 COMPLIANCE WITH THIS PROTOCOL

7.1 If a matter proceeds to litigation, the court will expect the parties to have complied with this Protocol. The court will take into account non-compliance when giving directions for the management of proceedings. The court will

consider whether all parties have complied in substance with the terms of the Protocol and is not likely to be concerned with minor or technical infringements, especially when the matter is urgent.

7.2 For further information about the court's approach to compliance, see Practice Direction – Pre-Action Conduct and Protocols (paragraphs 13 to 16).

8 TAKING STOCK

8.1 Where the procedure set out in this Protocol has not resolved the matter between the debtor and creditor, they should undertake a review of their respective positions to see if proceedings can be avoided and, at the least, to narrow the issues between them.

8.2 Where the debtor has responded to the Letter of Claim but agreement has not been reached, the creditor should give the debtor at least 14 days' notice of their intention to start court proceedings, unless there are exceptional circumstances in which urgent action is required (for example, because the limitation period is about to expire).

ANNEX 1 INFORMATION SHEET

You have received this notice because a business intends to take you to court in relation to a debt. This notice tells you what to do next, including how to avoid court action. Please read it carefully.

What should we do now to make sure we are not taken to court unnecessarily?

Read the enclosed letter from the business very carefully. Think about whether you owe the debt and whether the amount is correct. The letter should provide information about how much money you owe and any interest and fees added to the debt. If it doesn't, ask the business for more information.

Once you have read the letter, consider the following options.

- **Seeking debt advice.**

If you are in financial difficulty or need advice to help you work out whether you owe the debt, or how you might pay the debt, contact a debt advisor (particularly if you haven't been in contact with the business for a number of years).

The following organisations offer free, impartial and non-judgemental advice: Note that this book does not suggest the information listed below for our UK readers, it is simply what is contained within the PAP.

Citizens Advice	03444 111 444 (England) 03444 772 020 (Wales)	www.citizensadvice.org.uk
Civil Legal Advice	0345 345 4345	www.gov.uk/civil-legal-advice
StepChange Debt Charity	0800 138 1111 (Freephone)	www.stepchange.org
National Debtline	0808 808 4000 (Freephone)	www.nationaldebtline.org
AdviceUK	0300 777 0107	www.adviceuk.org.uk
Christians Against Poverty	0800 328 0006 (Freephone)	www.capuk.org

It is recommended that you get debt advice if you have any doubt about whether you owe the debt or whether you can pay it now.

If you don't have a copy of the agreement (contract) between you and the business, and you need this to decide what to do next or to help you get debt advice, you can ask the business to provide you with a copy.

- **Speaking to the business.**

If you agree you owe the debt and want to talk to the business about payment terms, or if you have any questions or concerns, get in touch with the business as soon as possible. Their contact details should be in the letter they sent you.

- **Filling in the Reply Form.**

If you have not been able to resolve the matter by speaking to the business, you should fill in the Reply Form that was provided with the letter from the business, and then send it back to the business. You should complete the Reply Form with as much information as possible to avoid court action being taken against you.

How long do we have to fill in the Reply Form?

You only have **30 days** from the date at the top of the letter from the business to send back the Reply Form. If the business does not get your Reply Form within 30 days, it could **take you to court** in relation to the debt. Make sure you allow time for posting.

If a court orders you to pay an amount of money (called "having judgment entered against you"), details of the judgment will usually be entered on the Register of Judgments, Orders and Fines. Most entries stay on the Register for six years unless you pay the amount you owe within one month of the judgment.

Organisations such as banks, building societies and credit companies use the information on the Register when someone applies for credit, such as a loan or overdraft. It helps them decide whether or not that person would be able to pay off a debt.

What happens if we fill in and return the Reply Form in time?

If you return the Reply Form within 30 days, you and the business will have at least a further 30 days to discuss the debt, or for you to seek debt advice, before the business takes you to court. During that time you should discuss with the business how you can resolve the matter, ideally without going to court.

If you request more information in the Reply Form, the business must wait at least 30 days after it gives you that information before taking you to court.

Where can we find out more?

This Information Sheet is a summary of your rights and responsibilities under the Pre-Action Protocol for Debt Claims. Where a business and an individual disagree about a debt claim, the

Protocol tells them what they should do before they go to court. If you want to know more, the full Protocol is available at:

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

FURTHER RESEARCH ON THE "PRACTICE OF LAW"

For many, there is confusion between the terms practising law and private counsel. The following research summary clarifies many points of interest. Based on substantial research, analysis and legally admissible evidence, we can safely conclude the following:

1.There is no such thing **legally defined** anywhere in any enactment of any government that is specifically called a "license to practice law".
2.An "Admission to Practice" issued by the U.S. Supreme Court functions as the de facto equivalent of a "license to practice law".
3.Individual courts also issue admissions to practice to attorneys who VOLUNTARILY apply for it.
4.Neither the Constitution nor any legislative act within any state of the Union can or does specifically authorize a justice of the state Supreme Court to issue "Admissions to Practice". Therefore, there **can be no lawful authority** to issue such grants of privilege.
5.The Ninth and Tenth Articles to the United States Constitution specifically reserve all powers not delegated by the Constitution to the People or the States respectively. Therefore, the Federal government **has never been empowered to issue "licenses" or "admissions" to practice law**. Neither can this authority be implied from the "necessary and proper" clauses found anywhere in the Constitution.
6.The idea of "licenses to practice law" is therefore primarily a "judicial doctrine" that cannot adversely affect the Constitutionally protected rights of any man or woman.
7.All those persons represented by a licensed attorney are "**wards of the court**", incapable of executing their own defence or litigation. As such,

“licensed attorneys” are there to represent them as “incompetents” and the authority of the state to license such attorneys derives from the need to protect such incompetent persons.
8.It is **not a crime to practice law without a license** and there can be no adverse consequences for doing so, for any person not domiciled on federal territory under exclusive federal jurisdiction, so long as the person doing so identifies themselves **NOT** as an “attorney”, but as a “Counsellor at Law”.
9.The only case where any judge or public official may mandate or influence one’s choice of counsel is in the case of **public traded entities**, such as corporations. Private corporations and private persons may not be controlled or regulated in their choice of legal “counsel” to only those who have been licensed or admitted to practice by the state supreme Court.
10.The only legitimate purpose for “licensing” of attorneys is to protect the public. In practice, public servants abuse this regulatory authority delegated to them NOT to protect the public, but to stifle all attorneys from speaking the truth in open court about government and official corruption, especially as it pertains to the judiciary.
10.2. Establish and further the ends of a legal profession monopoly on the practice of law designed to further their own private economic ends.
The authority to “practice law” conveyed upon “**counsel” or a “counsellor at law” as a private para-legal (vs paralegal)** includes the following:

11.1. Preparing pleadings, discovery, and execute discovery.

11.2. Arguing issues of law before the court.

11.3. Advising the assisted party of his rights and options.

The word “attorney” is not equivalent to “counsel” as used in the Sixth Amendment. All licensed “attorneys” may also may be classified as “counsel”, but **not all counsel need be licensed attorneys** within the meaning of the Sixth Amendment. You can simply proceed to speak personally. Any claims to the contrary will require proof of a damaged party with respect to the unlicensed practice of law by the living man or woman who is a damaged party due to this mysterious "practice", who will testify under oath and quote the law and/or contract which applies where someone was practising law without disclosure of these facts.

Additional fuel for you to hit Scumbag & Co:

Misrepresentation Act 1967 :

https://www.legislation.gov.uk/ukpga/1967/7

1967 CHAPTER 7

Damages for misrepresentation

Where a person has entered into a contract after a misrepresentation has been made to him by another party thereto and as a result thereof he has suffered loss, then, if the person making the misrepresentation would be liable to damages in respect thereof had the misrepresentation been made fraudulently, that person shall be so liable notwithstanding that the misrepresentation was not made fraudulently, unless he proves that he had reasonable ground to believe and did believe up to the time the contract was made the facts represented were true.

(1)Please do not confuse a Deed of Assignment with a Novation Agreement/Deed of Novation. Under a Deed of Assignment only the benefits of a contract can be assigned and not the burden; thus if you want to transfer the burden of a contract as well as the benefits under it, then you have to use a Novation Agreement or a Deed of Novation as novation transfers both the benefits and the burden under a contract.

I hope you found the contents helpful and it assists you in regaining your freedom from debt. I am not a legal advisor and everything within this book should NOT be taken as legal advice, it is for entertainment only. Always to your own due-diligence and seek professional advice if required.

Master Class & Home based business

We will be putting together a master-class later this year for those who have travelled the path of remedy and won against any trespasser. As I stated at the outset you have to walk it before you can talk it!

I have now put in place staff who can create, upload and pass you the "keys" to your own online debt service should you wish to help others after your own experiences. This could prove to be an ongoing business you can run from home helping anyone anywhere in the world, so consider the implications to your financial future in this matter.

I will announce the dates and times later this year and the class itself will cover the contents of this publication and how to set yourself up online to attract clients for your new-found knowledge and experience.

The cost will be $250 per person, which we believe is a small price to pay for all the work we have put into this and the potential income you will be able to generate in helping others.

For those interested in booking a seat at the table drop me a line at the following email and place "BOOK-ME" in the subject heading: debtmc@pegasusvideos.com (send no money) you will be contacted closer to the time.

You now have the tools and it is for you to gain the knowledge. I wish you well on your journey and no matter how apprehensive you may feel about taking on these parasites find the courage to deal with them and make the changes you want to see.

My other publications can be found here: https://gaiauni.com/shop/

Happy hunting

Robert Odeck