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Affidavit of Obligation

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**[ Having your address top of Affidavit is optional, not imperative as**

Your Name

Your Address
Your County
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Date

**This document is an Affidavit not a notice or letter – you could maybe**

**include a covering letter explaining this Affidavit**

**As to what it is – your decision]**

**Affidavit of Obligation**
**Commercial Lien**
**A Verified Plain Statement of Fact**
**The Parties**
**Claimant**:
Upper-case: Lower
Authorised Representative for STRAWMAN
MAILING LOCATION
Hereinafter known as “Lien Claimant”

**Respondent:**
Robin Hoody (CEO)
ROBIN HOODIES LIMITED
MAILING LOCATION
Hereinafter known as “Lien Debtor”

**\*\*The Laws of Commerce\*\***

All are equal under the law. See Exodus 21:23-25; Lev. 24:17-21; Deut. 1:17, 19:21; Matt. 22:36-40; Luke 10:17; Col. 3:25. Legal maxims: No one is above the law; Commerce, by the law of nations, ought to be common, and not to be converted into a monopoly and the private gain of a few.

In commerce, truth is sovereign. See Exodus 20:16; Psalms 117:2; John 8:32; II Cor. 13:8. Legal maxim: To lie is to go against the mind.

Truth is expressed in the form of an Affidavit. See Lev. 5:4-5; Lev. 6:3-5; Lev. 19:11-13; Num. 30:2; Matt. 5:33; James 5:12.

An unrebutted affidavit stands as truth in commerce. See 1 Pet. 1:25; Heb. 6:13-15. Legal maxim: He, who does not deny, admits.

An unrebutted affidavit becomes a judgment in commerce. See Heb. 6:16-17. Any proceeding in court, tribunal or arbitration forum consists of a contest of commercial affidavits, wherein the points remaining unrebutted at the end of the contest stand as the truth to which the judgment of the law is applied.

He who leaves the field of battle first (does not respond appropriately to an Affidavit) loses by default. See Book of Job; Matt 10:22. Legal maxim: He who does not repel a wrong when he can occasions it.

Sacrifice is the measure of credibility. One who is not damaged, put at risk or willing to swear an oath or make an affirmation on his full commercial liability for the truth of his statements and the legitimacy of his actions, has no basis to assert claims or charges, and forfeits all credibility and right to claim the authority to do so. See Acts 7. Legal maxim: He who bears the burden ought also to derive the benefit.

A lien or claim, under commercial law, can only be satisfied by one of the following actions: A full rebuttal by an Affidavit of Truth, point-by-point, supported by evidence and sworn or affirmed at the same level of commercial risk; the satisfaction of the claimant, whether by payment or mutual agreement; resolution by a jury, in accordance with the rules of common law. See Gen. 2-3; Matt 4; Revelation. Legal maxim: If the plaintiff does not prove his case, the defendant is absolved

A party injured by the fraud of another may claim triple damages, plus the principal. “And Zacchaeus stood, and said unto the Lord: Behold, Lord, the half of my goods I give to the poor, and if I have taken any thing from any man by false accusation, I restore him fourfold.” Luke 19:8.

**\*\*Bouvier’s Maxims\*\***

 Contra veritatem lex numquam aliquid permittit. The law never suffers anything contrary to truth. 2 Co. Inst. 252. But sometimes it allows a conclusive presumption in opposition to truth. See 3 Bouv. Inst. n. 3061.

Contractus ex turpi causa, vel contra bonos mores nullus est. A contract founded on a base and unlawful consideration, or against good morals, is null. Hob. 167; Dig. 2, 14, 27, 4.

Culpa lata aequiparatur dolo. A concealed fault is equal to a deceit.

Ei incumbit probatio qui dicit, non qui negat. The burden of the proof lies upon him who affirms, not he who denies. Dig. 22, 3, 2; Tait on Ev. 1; 1 Phil. Ev. 194; 1 Greenl. Ev. Sec. 74; 3 Louis. R. 83; 2 Dan. Pr. 408; 4 Bouv Inst. n. 4411.

Error qui non resistitur, approbatur. An error not resisted is approved. Doct. & Stud. c. 70.

Ex dolo malo non oritur action. Out of fraud no action arises. Cowper, 343; Broom’s Max. 349.

Ex facto jus oritur. Law arises out of fact; that is, its application must be to facts.

Ex tota materia emergat resolutio. The construction or resolution should arise out of the whole subject matter.

Fraus est celare fraudem. It is a fraud to conceal a fraud. 1 Vern. 270.

Fraus latet in generalibus. Fraud lies hid in general expressions.

Idem est facere, et nolle prohibere cum possis. It is the same thing to do a thing as not to prohibit it when in your power. 3 Co. Inst. 178.

Incerta pro nullius habentur. Things uncertain are held for nothing. Dav. 33.

Incerta quantitas vitiat acium. An uncertain quantity vitiates the act. 1 Roll. R.

Invito beneficium non datur. No one is obliged to accept a benefit against his consent. Dig. 50, 17, 69. But if he does not dissent he will be considered as assenting. Vide Assent.

Judex damnatur cum nocens absolvitur. The judge is condemned when the guilty are acquitted.

Judicium non suo judice datum nullius est momenti. A judgment given by an improper judge is of no moment. 11 Co. 76.

Manga negligentia culpa est, magna culpa dolus est. Gross negligence is a fault, gross fault is a fraud. Dig 50, 16, 226.

Magna culpa dolus est. Great neglect is equivalent to fraud. Dig. 50, 16, 226; 2 Spears, R. 256; 1 Bouv. Inst. n. 646.

Peccatum peccato addit qui culpae quam facit patrocinium defensionis adjungit. He adds one offence to another, who, when he commits a crime, joins to it the protection of a defence. 5 Co. 49.

Quando do una et eadem re, duo onerabiles existunt, unus, pro insufficientia alterius, de integro onerabitur. When two persons are liable on a joint obligation, if one makes default the other must bear the whole. 2 Co. Inst. 277.

Qui non libere veritatem pronunciat, proditor est verilatis. He, who does not willingly speak the truth, is a betrayer of the truth.

Qui non obstat quod obstare potest facere videtur. He who does not prevent what he can seems to commit the thing. 2 Co. Inst. 146.

Qui non prohibit quod prohibere potest assentire videtur. He, who does not forbid what he can forbid, seems to assent. 2 Inst. 305.

Qui non propulsat injuriam quando potest, infert. He, who does not repel a wrong when he can, induces it. Jenk. Cent. 271.

Qui tacet consentire videtur. He who is silent appears to consent. Jenk. Cent. 32.

Reprobata pecunia liberat solventum. Money refused liberates the debtor. 9 Co. 79.

**FRAUD ACT 2006**
**1 Fraud**
(1) A person is guilty of fraud if he is in breach of any of the sections listed on subsection (2) (which provide for different ways of committing the offence).

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

Private & International Law **UNIDROIT PRINCIPLES OF INTERNATIONAL COMMERCIAL CONTRACTS**

**Article 3.8 – Fraud**

A party may avoid the contract when it has been led to conclude the contract by the other party’s fraudulent representation, including language, practices, or fraudulent nondisclosure of circumstances which, according to reasonable standards of fair dealing, the latter party should have disclosed.

**Article 5.1.3 – Cooperation between the parties**

Each party shall cooperate with the other party when such co-operation may reasonably be expected for the performance of that party’s obligations.

**Article 7.3.4 – Adequate Assurance of Due Performance**

A party who reasonably believes that there will be a fundamental non-performance by the other party may meanwhile withhold its performance. Where this assurance is not provided within a reasonable time the party demanding it may terminate the contract.

**Article 7.4.1 – Right to damages**

Any non-performance gives the aggrieved party a right to damages either exclusively or in conjunction with any other remedies except where the non-performance is excused under these principles.

**Article 7.4.2 – Full compensation**

(1) The aggrieved party is entitled to full compensation for harm sustained as a result of the non-performance. Such harm includes both any loss which it suffered and any gain of which it was deprived, taking into account any gain to the aggrieved party resulting from its avoidance of cost or harm
(2) Such harm may be nonpecuniary and includes, for instance, physical suffering and emotional distress.

**Allegations:**

The following allegations arise from the conduct of Lien Debtor & the Agents of, indirectly and/or directly, in relation to an alleged agreement between the parties, having regard to ACCOUNT NUMBER \*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*.

1. There is no evidence to suggest that a legally enforceable original agreement is in existence between the parties, and Lien Claimant believes that no such evidence exists.

2. There is no evidence to suggest that the allegedly outstanding balance AMOUNT ALLEGEDLY OWED on the above referenced account can be verified by Lien Debtor, and Lien Claimant believes that no such evidence exists.

3. There is no evidence to suggest that Lien Debtor’s valuable consideration pertaining to the alleged debt can be validated upon reasonable request by Lien Claimant, and Lien Claimant believes that no such evidence exists.

4. There is no evidence to suggest that Lien Debtor is not in multiple breaches of the Office of Fair Trading’s Final Guidance on Unfair Business Practices (updated December 2006).

5. There is no evidence to suggest that Lien Debtor, by its dishonour of Lien Claimant’s **NOTICE OF CONDITIONAL ACCEPTANCE** dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , as well as **OPPORTUNITY TO CURE** dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and **NOTICE OF DISHONOUR** dated  ---------------------------- respectively,  is not concealing material facts pertaining to any existing and legally enforceable agreement between the parties, and Lien Claimant believes that no such evidence exists.

6. There is no evidence to suggest that Lien Debtor lent its own money as adequate consideration to purchase the note (loan agreement) from Lien Claimant, and Lien Claimant believes that no such evidence exists.

7. There is no evidence to suggest that Lien Claimant did not provide valuable consideration to fund the alleged loan(s) from Lien Debtor, and Lien Claimant believes that no such evidence exists.

8. There is no evidence to suggest that Lien Debtor did not accept an item of value from Lien Claimant that was used to give value to a cheque, electronic transfer or similar instrument, of approximately the same value of the alleged loan(s), and Lien Claimant believes that no such evidence exists.

9. There is no evidence to suggest that Lien Debtor followed UK GAAP (the Generally Accepted Accounting Principles of the United Kingdom) in the execution of the alleged loan(s), and Lien Claimant believes that no such evidence exists.

10. There is no evidence to suggest that Lien Debtor’s chartered accountant and auditor at the time of the alleged loan(s) can confirm that Lien Debtor followed UK GAAP in the execution of the alleged loan(s), and Lien Claimant believes that no such evidence exists.

11. There is no evidence to suggest that the intent of the alleged loan agreement is that the party who funded the loan(s) is not the party that is to be repaid the money, and Lien Claimant believes that no such evidence exists.

12. There is no evidence to suggest that all the material facts of the alleged loan(s) agreement have been disclosed to Lien Claimant, and Lien Claimant believes that no such evidence exists.

13. There is no evidence to suggest that Lien Claimant was obliged to lend the note to Lien Debtor or another financial institution, in order to fund the alleged loan(s), and Lien Claimant believes that no such evidence exists.

14. There is no evidence to suggest that the original agreement (purported mortgage note) has not been sold, altered or stolen, and Lien Claimant believes that no such evidence exists.

15. There is no evidence to suggest that the alleged borrower (Lien Claimant) did not provide the funds that the alleged lender (Lien Debtor) claims it lent to Lien Claimant, and Lien Claimant believes that no such evidence exists.

16. There is no evidence to suggest that Lien Debtor does not owe Lien Claimant a sum of money treble the value of Lien Debtor’s invalid claim, plus the alleged amount outstanding, and Lien Claimant believes that no such evidence exists.

17. There is no evidence to suggest that Lien Claimant has not already procured the tacit agreement of Lien Debtor that all of the allegations set forth in this Affidavit are factually correct, true and complete, and Lien Claimant believes that no such evidence exists.

**LEDGERING**
For the avoidance of doubt, this document is a security interest expressing the value of Lien Claimant’s natural, equitable and legal rights over all the property, income and assets of Lien Debtor, to the value expressed within. Lien Claimant hereby charges this instrument in the sum of [total losses, plus costs] TOTAL LIEN VALUE: GBP £#,###,###.00, subject to additional default charges.

**DEFAULT CONDITIONS**

Lien Debtor is given 21 days to deliver to Lien Claimant material evidence in support of an appropriate point-for-point rebuttal under oath or affirmation of the foregoing allegations. Failure to repudiate or rebut with material evidence every allegation made will result in Lien Debtor becoming immediately liable for the payment of [total losses, plus costs]. Triple Damages of [total losses, plus costs x3] will also be added to the debt if Lien Debtor’s default is not cured. In the event that it is not cured within 90 days, Lien Debtor becomes liable for Exemplary Damages of [total losses, plus costs x 100] following **NOTICE OF DEFAULT**.

**AFFIRMATION**

I, Upper-Case: Lower,
Authorised Representative for NAME OF PURPORTED MORTGAGOR (Lien Claimant), hereby affirm upon my own unlimited commercial liability and under penalty of perjury, that I have read all of the contents of this Affidavit of Obligation, and to the very best of my knowledge, I believe that the facts expressed herein are true, correct and complete.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[*Wet signature here*]

Executed by:
Upper-Case: Lower
Authorised Representative for STRAWMAN (Lien Claimant)
All Rights Reserved – Without Prejudice – Without Recourse – Non-Assumpsit
Errors & Omissions Excepted

**VERIFICATION**
[A Notary Public must be used in all cases]

Affirmed, autographed and sealed before me, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

on the \_\_\_\_\_\_\_ day of the month of \_\_\_\_\_\_\_\_, in the year two thousand and \_\_\_\_\_\_.

Notary Public: Notary Seal:

Notary Public’s office location.

Signed & Sealed By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NOTICE is hereby given that the Lien Debtor has twenty one (21) days after receipt of this Affidavit of Obligation to rebut, deny, or otherwise prove invalid the allegations contained herein. Failure to rebut, deny or otherwise disprove any of the allegations will be construed as Lien Debtors’ affirmation that said allegations have been proven to be true, correct and complete.

Void where prohibited by law.