

Debt Validation Points

Although you have an *inherent right* to request *debt validation* regardless of jurisdiction, if you wish to use the *legal system*, there are acts and statutes you can use against registered corporations.

Within the *UK corporate* jurisdiction, debt collectors can contact you asking for payments and eventually take you to court if you ignore them.

But they *cannot* harass you, enter or take items from your home, contact you at work, send you to prison, or get you to pay a debt without evidence of your *original credit agreement*.

<u>Note:</u> In America this is covered by the federal statute fair debt collection practices act, from 15 US code 1692G, subsections A and B.

When a debt collector first contacts you, they have 5 days to notify you of certain rights.

There are 7 "rights" you have within the legal system and they must tell you of this.

- 1. The amount of the debt.
- 2. Who you owe the debt to; meaning what is the name of the original principal creditor.
- 3. A statement that unless you dispute the validity of the debt they will assume it to be valid.
- 4. That if you contact the debt collector in writing, they must obtain verification of that debt upon your request.
- 5. If the creditor is now different to the original principal creditor, they must notify you of this, albeit only if you ask for it.
- 6. Upon request, documentation of all paperwork to show how the debt has changed hands and has been purchased from the original creditor.
- 7. Upon request, the documentation of all paperwork to show how the original debt is due, i.e. the original contract.

If a debt collector is calling you and has never sent you this 7-point letter, they have violated the legislation, meaning you have the right to sue and collect money from them in damages.

<u>Note:</u> "rights" that require your request may not be pointed out to you within the debt collector's original letter, hence why you must ask for them.

Always ask for everything in *writing*, and do not accept e-mails, phone calls, text messages or any other form of communication.

If they ignore this request and repeatedly phone, e-mail and text you, then this is *harassment* and they have become liable for damages against you.

<u>Note:</u> You can ignore any letters and avoid joinder, but this may not be the best course of action, as they will take your silence as acquiescence and therefore *acceptance* of the debt.

Therefore, the next thing you could do is reply to the document and simply state that you dispute their claims.

Once you have sent written documentation that you dispute their claim, it activates your "rights" within the *legal system*, which the debt collectors *cannot* violate.

The next step when responding to this letter is to request *verification of the debt*, and you would stipulate what that verification would be, usually either:

- 1. A Novation Agreement.
- 2. The original contract, with a Deed of Assignment.

They are *not* allowed to contact you again until they have provided *all verification* information that you have requested.

If they do contact you before providing the information with your debt *validation request*, then they would have *broken legislation* and would become *liable* to pay you damages.

Identity

It is the *obligation* of the *debt collector* to verify who you are; you are *not obligated* to defend any claim and prove that there is a *mistaken identity* or *corporate name* being used.

It is the debt collector's responsibility to prove the debtor owns any property before they have the right to take it. You are **not obligated** to provide proof of ownership.

In almost all cases the *Principal Creditor* is a *corporation*; this information must be disclosed.

Note: only a *corporation* can be in debt with another *corporation*.

If they have not disclosed that they are dealing with your "corporate legal name", then this can be considered legal entrapment.

This must be disclosed when using a **novation agreement** or a **deed of assignment**, as this is **commerce**; meaning you are signing on behalf of your **"birth certificate corporation"** or **"implied corporation"** and **not you**.

Vehicles

There are *three* parties involved with any *vehicle* that does *not* hold *allodial title* but is *registered* and therefore owned by the state:

- 1. Registered keeper
- 2. Owner
- 3. Driver

There can be *three separate parties*; meaning that the *registered keeper*, *owner* and *driver* may not be the same person.

The *registered keeper* is *not* the *owner* of the vehicle and therefore this information *cannot* be used by debt collectors in seizing vehicles.

Note: being insured to drive a vehicle is **not** an admission that you are the **registered keeper**, **owner** or even **driver** of the vehicle and **cannot** be used against you regarding a claim of debt.

Protocol violation

Watch for any *suspicious requests* from debt collectors, such as asking you to pay them *directly* and not the *principal creditor* or the *court*.

If it is a *genuine court-appointed bailiff* asking for payment, then said payment will always go to the *court* where the *original liability order* was signed by the *judge* or *magistrate*.

Forms

Never fill out **debt collection forms**, as you have just **accepted** their **claim** and have **lost** your sovereign status. You must always write your own letters and notices.

Keep a copy of every letter you write and make it a certified copy for your records that may be used in court, and send all your documents certified recorded mail as proof.

Demand for Payment

To be *lawfully* and *legally* able to serve a *direct demand for payment*, the claimant must first have verifiable proof of the debt, which must be submitted upon request.

Once they have *proof of debt*, along with their *right to claim* it, a *direct demand for payment* can be made which includes the following:

- 1. Verifiable financial details of the claim.
- 2. Interest and costs calculated to the date of the demand.
- 3. Instructions of how to comply with the demand.
- 4. Detail the consequences if not followed.

This demand for payment must be delivered to the debtor personally, either via a process server or by post, and must be signed.

<u>Note:</u> if the claim is genuine, then there should be no problem with the principal or *rightful creditor* signing, as you would already know who they are.

Receiving "debt claims" without a signature, or stamped "legal team" or similar, should be your first clue that what you are dealing with a fraudulent document, as no one wants to take responsibility, and therefore liability, for the claim.

However, there are many other deceptive ways the debt collector will make it *appear* they are making a claim upon you, when in fact they are not as they have *no right* to do so.

Therefore, you should always question their documentation and ask if they are making a *direct demand for payment*, stating you require this answer in writing and signed by the one making the claim.

Deceptive language

Almost all documentation sent from debt collectors is written in a deceptive manner to *imply* they have the right to request payment, when they do not.

Often the document is written using a *bicameral language*, meaning *two* languages are being used on the paper.

This is often referred to as **Dog Latin**, **Pig Latin**, **American Sign Language** or even **legalese**.

<u>For example:</u> "summoned to court" will often be written in all caps, and if you use the grammatical rules of English, then it would become an acronym, meaning it does not say summoned to court at all.

Therefore, one of the first questions you should ask is to *verify* what *language* is being used, and which *dictionary*.

Note: the language of *administration* is *not* English, but *Latin*.

PO Box

Almost all corporations now use a **PO Box** as a return address on the envelope, however a **PO Box** is **not** a **physical** address, meaning it is not the address of the **office** the corporation operates from.

It is this sleight of hand deception, moving from a physical *office address* to a *mailing address* that removes the *office* from the delivery of the mail.

Within commerce, you need an *office* to send mail to and to send mail from, for it to be considered legitimate correspondence.

However, removing the *office* from the delivery process means a *PO Box* is a *non-contractual* address.

Therefore, anything sent to a **PO Box** can be considered irrelevant to any negotiations regarding a contract within commerce, and cannot be used to make joinder.

Furthermore, you are unlikely to receive a signature when sending recorded delivery mail to a **PO Box**.

<u>Note:</u> the envelope is usually windowed and posted *without* a stamp of the post *office* affixed and therefore avoiding the jurisdiction of the *Universal Postal Union* court.

Questions

Never answer their questions or get into a *legal debate* with them, or make *excuses*, just keep applying *your questions* as they are obligated to answer, you are not.