



Lien Process

Begin your Claim

When you begin your Lien claim, you write it up as a criminal complaint, but first you must give the debtor you are going after due process and serve them notice.

First document to send out is usually a Notice of Interest.

This is done with respect and honour, as you are notifying them before any action. This is similar to a letter before action.

It can be very simple, just a few lines, all you do is write to the debtor and tell them why you are claiming, and what the value of the claim is. Give them 21 days to get back to you.

After the 21 days are up, you send out your first instrument, which is your Affidavit of Obligations to your commercial lien.

Within your affidavit you will list the following:

1. You put the parties.
2. You put your allegations.
3. You put your proof of allegations.
4. You give them the value of it.

You then tell them what the security for the value is. If you are going after a public official it will be their public indemnity bond.

The security could also be assets that the person owns, such as a house or car.

Note: you do not send them the original copy of your Affidavit of Obligations, but a certified copy.

Give them notice of 30 days to respond.

If they fail to respond, then on the 31st day you make record that they failed to respond. This means you will file the default with the court.

Preferably using a Notary Public, but if you have issues using a notary, you can use a solicitor for this service.

Now send out your second document: ***Notice of Fault and Opportunity to Cure.***

This is where you remind them that you sent the previous documents and they have not responded, or their rebuttal was inadequate.

Note: Only another affidavit can rebut another affidavit.



Once the *Notice of Fault and Opportunity to Cure* has expired, the debtors chance to cure has lapsed and their right to cure is revoked.

Without opportunity to cure, the debtor is given three days to either pay you, or explain why they are not going to pay you.

Acting as Receiver

Used within Common Law and Civil Law, a receiver or a person acting as receiver is an independent individual usually appointed by a court, to handle money, property and documents during a lawsuit.

Once the debtor has defaulted, without opportunity to cure, contact your notary or solicitor, as they will be acting as receiver of all this documentation, and are holding a public record for your case.

Note: Remember, you are working within your own court, outside of the judicial system, you are only using the legal system to make note of the paperwork, nothing more.

Certificate of Default

After the *Notice of Fault and Opportunity to Cure* has expired and on the 4th day you issue a *Certificate of Default*; you get that stamped on the record, and you keep it.

Note: You do not send the debtor the original, but a certified copy.

Perfect Lien Completed

90 days from the date of sending out your first instrument, which was your *Affidavit of Obligation*, you now have a perfected lien.

You take your perfected lien to county court, make an appointment to see the district judge, and you record it with him.

At this point your document becomes a public document, and it now takes on meaning.

You can now follow the part 8 claim process, under the civil procedures rules.

Jurisdiction

The point to remember is you have not moved out of your court, you are still within your jurisdiction and you are not asking the judge to make a judgment. You are not using their courts, just some of their rules.

The court case has already been done, in your court. You are just using the county courts tools.

Basically the solicitor, acting as a notary, has also been acting as the judge, the witness, the process server, and the receiver of any documents.



Unlawful Judge

The worse thing any judge can do is when you take your perfected lien to court for enforcement is to give you the order of the court, and then set it aside.

They can only do this for a short period of time, and they must have very good reasons for doing so.

If this happens then you may wish to move to Part 12 of the civil procedure rules.

Part 12

You start with Part 8, but may end up using Part 12 for a default judgement.

Part 12 of the Civil Procedure Rules sets out the provisions for making an application for a Default Judgment.

This allows the applicant to obtain an early decision on their case where the debtor fails to file an acknowledgement of service, or submits a defence, within the time limits arranged by the Court.

Judgement Not Given

The judge may decide not to give you the judgement but instead call the other party into court, serve papers on them and give them a chance to argue the case.

If you have a good claim, then this should not be a problem. If they could not beat you with an affidavit, then it's a good chance they cannot beat you in court.

Affidavit Interference

It is a fatal offence for anyone to interfere with an affidavit, without a counter affidavit in place, meaning if you have a perfected lien and the clerk at the court refuses to record it, they are now liable for it.

Take their name and add it to the lien. They now become surety of the debt on the lien.

Refusal of your lawful remedy in England is a crime: For every right, the law provides a remedy. Law is about balance, once a law has been broken, it must be made right.

Notary Refusal

A Notary has sworn an oath to process and record your documents, without bias, bribery, blackmail or political motives, and can only refuse your documents for two reasons:

1. It contains fraud.
2. It contains violence.



Failure or refusal to process your lawful documents is breach of their oath, which is considered treason and a high crime, meaning they have carried out a tort against you by not allowing you to make a claim.

Lawyers

Do not use lawyers to control or run your lien process, or any court process, as you will have given up your sovereignty.

Note: A Lawyers first duty is to the court, second duty to the public, and third duty to you.

Judge Committing Perjury

The origins of the word *perjury* came from the Latin word, *perjurare*, and then *perjurium*, meaning false oath. Over time it became *perjurie* from Anglo-Norman French then *perjury* in late Middle English.

Perjury means when someone has violated their oath within court, usually by wilfully telling an untruth, making a misrepresentation or failing to act.

The judge has sworn an oath to process your law within court, and failure or refusal to process your lawful documents and testimony is breach of their oath, which is considered treason.

If this should occur, then you will have to serve notice on the judge for his treasonous acts by way of a Notice of Distress.

Treason

The word treason can be traced back to the Latin word *Tradere*, which overtime became *Traditio*, and then from Anglo-Norman French *Treisoun*, to Middle English *Treason*.

The Latin word *Tradere* means “to hand over, betray”. If you commit treason, you have betrayed someone, or been treacherous.

Although the emphasis of the modern day word *Treason* has been focused on “betraying your country” or “overthrowing the sovereign” we now know that each individual is sovereign, meaning to betray the sovereign is treason.

Notice of Distress

If the judge should not give you due process then you can give notice immediately as it will be your testimony on the record.

Meaning a written copy of your notice can be transcribed, submitted and used in court on that day.

Note: It would be beneficial to have someone with you writing down all these allegations.



So when a judge abuses process, committing unlawful acts or even practicing law, write it down in your notice of distress.

Also note: A judge cannot dismiss the court and insert his own opinion, nor can he practice law or speak on your behalf, as you did not give him authority to be your agent.

A Notice of Distress would be made up of the following:

1. Parties: You and the judge.
2. Allegations: Every crime the judge has committed.

Near the end of the proceedings, sign the Notice of Distress and add the value of the distress, which is the performance or lack thereof, from the judge.

Get the notice notarised in court; it is now on the public record.

The judge's surety that he does his job is his public indemnity bond.

The next document to follow a Notice of Distress would be a commerce lien against the judge and it would include the value of the original lien.