

# RECENTLY RELEASED LGOIMA RESPONSES:

## SOVEREIGN CITIZENS - updated 27.10.2023

### Releases:

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1. Define “Sovereign citizen” using New Zealand legislation definitions, given TDC as a corporate entity/person is bound by NZ legislation – released on 27/10/2023

There is no definition of sovereign citizen as it is a generic term to cover a loose collection of ideologies which have also been described as pseudo-law or alternative law movements

2. Explain what TDC believes the definition of a “sovereign citizen” is – released on 27/10/2023

As above

3. Has a list of alleged “sovereign citizens” been compiled by TDC? (Yes or No answers only required) – released on 27/10/2023

The Council has a Managed Customer List and depending on the nature of the correspondence individuals who may be ‘sovereign citizens’ are added to this list for the purposes of ensuring worker safety during any interactions including site or property visits.

4. Has the list been given to any other corporations, person or Government agency? – released on 27/10/2023

The Managed Customer list has not been shared with a Government Agency however it has been shared with Council contractors in line with the Council’s obligations under the Health and Safety at Work Act 2015 to protect worker safety. Information is only shared in line with the Council’s powers and duties under the Privacy Act 2020

5. Have all of the people on this list been told they are on this list? – released on 27/10/2023

The list is for internal operational purposes to ensure staff safety and it should not affect the level of service an individual gets from Council.

6. Have the people on this list been told their private details have been passed on to other agencies? – released on 27/10/2023

Depending on the nature of the concerns the information may be passed to an appropriate agency such as the Police. This is done in line with the Privacy Act 2020

which does not require an individual to be informed.

7. What evidence does TDC acquire to determine if someone is a "sovereign citizen"? – released on 27/10/2023

An individual usually identifies themselves as being connected to an ideology which has the view that the law does not apply to them in their correspondence. Often this will be a statement that they do not intend to pay a lawful charge or rate to Council.

8. What evidence is TDC using to determine that an alleged "sovereign citizen" is likely or has potential to cause harm? – released on 27/10/2023

Please see **attached** a Threat Insight document which was provided to the Council.  
- *"Threat Insight Document.pdf"*

Released under the Official Information Act 1982

*The following is summarised information from a Combined Threat Assessment Group (CTAG) and New Zealand Police Threat Insight report. Where possible, excerpts of the original document have been used. Some details are withheld under section 6(a) of the Official Information Act 1982 as release would prejudice the security or defence of New Zealand or the international relations of the New Zealand government.*

## **Summary: Sovereign Citizens and Violent Extremism in New Zealand**

Date Issued: 29 November 2021

Reference: 21-110-TI

### **Summary**

This Threat Insight – prepared jointly with the Security Intelligence and Threats Group (SITG) of the New Zealand Police (NZP) – examines the Sovereign Citizen ('SovCit') movement in New Zealand and assesses its nexus to violent extremism<sup>1</sup>.

CTAG and NZP have MODERATE confidence in our assessments, which are based on a range of reporting and our combined understanding of the New Zealand terrorism threat environment. This product was prepared in consultation with the New Zealand Security Intelligence Service and the National Assessments Bureau.

### **Key Judgements**

1. SovCit is a highly diverse, decentralised movement that claims national governments are illegitimate and that individuals can legally withdraw their consent to be governed by national governments.
2. SovCit rhetoric has become increasingly prominent in New Zealand in connection to anti-authority movements opposed to COVID-19 mitigation programmes, as well as in groups claiming connection to the Māori community.
3. The SovCit movement is not inherently violent, but individual SovCit adherents have been responsible for incidents of Politically-Motivated Violent Extremism (PMVE) overseas, primarily against law enforcement.
4. There is a realistic possibility that a threat actor inspired by SovCit rhetoric will commit a spontaneous act of extremist violence in New Zealand.

### **Sovereign Citizen Movement – Overview**

5. The Sovereign Citizen (SovCit) movement originated in the United States in the early 1970's from White Identity Extremism (WIE) movements. Broadly, SovCits claim to hold "common-law state citizen status" that supersedes and replaces the national government's legal authority. This allows the SovCit to 'legally' ignore laws that they deem to be 'oppressive' or otherwise infringing on their personal liberties.
6. SovCit theories have gone on to influence many anti-authority movements, particularly in the United States. These include the tax protester movement, the

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<sup>1</sup> **Violent Extremism:** the justification of violence to achieve a change in government, religion or society. This violence is often targeted against groups seen to threaten violent extremists' success or survival or undermining their worldview (per *National Strategy for Countering Terrorism and Violent Extremism*). [21-151-TI CTAG Glossary – 2021 Update refers]

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Christian Patriot movement, and the redemption movement – the last of which claims that governments use the lives of their citizens as collateral against foreign debt.

#### **Opposition to COVID-19 mitigation programmes**

7. Both globally and in New Zealand, SovCit rhetoric and themes have manifested with increasing regularity in protests against COVID-19 mitigation programmes<sup>2</sup>. As the pandemic has evolved, claims of “sovereign” exemptions from public health measures such as lockdowns and mask mandates have morphed into a wide-ranging resistance to mitigation programmes such as vaccination mandates and travel restrictions.

#### **SovCits in New Zealand**

8. SovCit beliefs have manifested in New Zealand repeatedly in recent years, both among individuals and groups. To date, CTAG and NZP are not aware of any act of extremist violence in New Zealand connected to SovCit ideologies. Likewise, CTAG and NZP are currently not aware of any information to indicate a credible, specific threat of extremist violence from SovCit individuals or groups in New Zealand or against New Zealand interests abroad.

#### **Assessments**

9. CTAG and NZP assess the SovCit movement to be an extreme<sup>3</sup> system of belief, but not inherently violent. Individuals motivated by SovCit rhetoric, however, have advocated or committed violence in support of their ideology, and in these instances we assess they fall within Politically-Motivated Violent Extremism (PMVE). [20-229-TI refers].
10. It is highly likely that the narrative of anti-authority resistance – and the lack of legal accountability – also resonates with those in the White Identity-Motivated Violent Extremist (W-IMVE) sphere, particularly those aware of the SovCit movement’s origins.
11. We continue to observe increasing use of SovCit language in anti-authority violent extremist rhetoric related to COVID-19 mitigation programmes. We assess this is in large part due to the prevalence of narratives around resistance to ‘tyranny’ – where SovCit rhetoric provides ready-built solutions to a perceived government overreach into individuals’ rights and freedoms. We judge the use of SovCit rhetoric is likely opportunistic, and is unlikely to indicate a large-scale presence of genuine SovCit adherents in New Zealand.

#### **Outlook**

12. CTAG and NZP anticipate an increase in SovCit rhetoric in the anti-authority extremism space in New Zealand, especially online. We anticipate this will occur

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<sup>2</sup> For the purposes of this assessment, “COVID-19 mitigation programmes” include vaccination mandates, proof-of-vaccination requirements, lockdowns, travel restrictions, associated facilities and those involved in the creation, delivery, promotion, and enforcement of related legislation and regulations.

<sup>3</sup> **Extremism:** Religious, social or political ideologies that exist substantially outside of more broadly accepted belief systems in large parts of society, and are often seen as objectionable to large parts of society. Extreme ideologies may seek change in government, religion or society or to create a community based on their ideology (per *National Strategy for Countering Terrorism and Violent Extremism*). [21-151-TI CTAG Glossary – 2021 Update refers]

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particularly in response to COVID-19 mitigation programmes and environmental protection regulations. However, we judge this increase will remain largely opportunistic over the near term and is highly unlikely to signal a significant upsurge of committed, long-term SovCits in New Zealand.

13. We judge there is a realistic possibility that a violent extremist or group of violent extremists, motivated by SovCit beliefs, will commit a spontaneous act of violence in direct response to a perceived 'assault' by government agencies during a routine act of legal or regulatory enforcement.
14. Such a perceived 'assault' could include any attempt to force a SovCit to comply with laws they have deemed illegitimate or for which they believe they have legally withdrawn their consent. We judge this is almost certain to include elements COVID-19 mitigation programmes perceived as 'oppressive'.

*Intelligence cut-off date: 22 November 2021*

9. how many ratepayers have refused to pay rates or abide by other council processes based on sovereign citizen ideals? What action have you taken regarding this? [and] Please include any threats to your staff or elected members from sovereign citizens. How many of these have been referred to police? – released on 02/05/2023

**Attached** is a selection of the letters received by the Council that meet your request.

We wish to note, redactions have been made under section 7(2)(a) of the LGOIMA act due to Protection of Privacy of both the letter writers and staff members.

In addition, the following statement can be attributed to the Council:

Since the start of 2020, Tasman District Council has received an increased level of correspondence from individuals who claim that they are not subject to the laws of Aotearoa New Zealand and by extension those which Local Government operate under.

We are aware of around 20 people who have, through their communications, indicated or made direct claims of Sovereign Citizenship, Allodial Title or perceived rights under the Freeman Movement.

Most of the correspondence we receive follows almost templated formats which mirror similar claims sent to other councils around New Zealand.

In taking this stance, these people are declaring they are exempt from any presently implemented legal constraints, including rates and fees for various Council services.

These individuals will invariably spend some of the time using the roads that are created and maintained by the council, funded in part by rates revenue. They are likely to also use or benefit from other council services and works such as waste management facilities, floodwater protection, community facilities and the Council's environmental management.

Any decision to deny or refuse an obligation of payment for these services and infrastructure is disrespectful of the wider community who do operate and abide by the law. It also results in additional staff time taken to process and deal with the claims which costs the ratepayers and can distract staff from other duties. For example the Council may be forced to take more formal legal action as individuals may claim not to recognise the Council's authority to collect rates or manage the environmental effects of their actions.

While the Council does made an effort to respond to the individual, outlining that the Council does not accept that the position has any legal merit and is not recognised under New Zealand law - this does not result in a change of behavior.

What is also worrying is when the tone of correspondence escalates the exchange to a concerning level of antagonism against the council and occasionally, individual staff members.



Staff are also noticing an increase of trespass signs put up on private property and threats of fines, using the above as a justification for these actions. Staff safety is paramount to our organisation and any threat or statement with malicious intent is taken seriously.

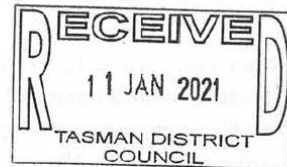
The Council works closely with other agencies such as the Police and Ombudsman as required to respond to these individuals.



From: Section 7(2)(a) - Protection of Privacy

Address: Section 7(2)(a) - Protection of Privacy

To: *Janine Dowding* doing business as *CEO-Regional Nelson/Tasman Council*  
Address: *189 Queen Street  
Richmond  
7020*



Date:

**Notice of Lawful Objection  
&  
Declaration of Standing in Law**

Notice to Agent is Notice to Principal, and Notice to Principal is Notice to Agent

Dear *Janine Dowding*

I am writing to you with the presumption that you are the senior agent of the alleged authority in which you are employed or appointed. If there is a more senior position than yours within the department or office, then you are instructed to pass this official Notice of Lawful Obligation upward for the attention of the Principal Crown agent who holds an Oath of Office.

I am writing to you in order to put you on Notice of my standing in law, with the intent to prevent any future breach of the peace, harassment, coercion, demands with menaces, trespass, criminal damage or any other unlawful intrusion into my affairs, including phone calls and emails etc without just and lawful cause to do so, nor without lawful/legal authority.

Whereas I, Section 7(2)(a) - Protection of Privacy solemnly declare an Oath of allegiance to the Committee of the Barons whom invoked Article 61 of the 1215 Magna Carta on the 23rd March 2001 (see exhibit A & B) and, that I am hereby standing with lawful excuse to “distress” the Crown, and cannot by Royal Proclamation aid and abet it in any way whatsoever, including *Tasman/Nelson Regional Council* whom may/are making, or may in future make demands on me to comply with unlawful legislation, I hereby attempt to preempt any such unlawful behaviour by **Declaration of my lawful standing herein.**

Please be aware that the 1215 Magna Carta has not been repealed, and that if it had been repealed as the quislings within parliament state, then the (criminally) usurped and deposed (by law) “Queen Elizabeth II” would not have responded to the barons petition which was served on her via Sir Robin Janvrin (Queens' Private Secretary) at noon on 7th February 2001 (see exhibit A).

Furthermore, if the 1215 Magna Carta had been truly repealed as the conspirators in parliament would have us believe, then we would not have celebrated Magna Carta's 800th anniversary on the 15th June in 2015; coins were also minted in its commemoration in 2015. It can clearly be seen that a response to said petition did occur and, that it left the Barons' Committee with no choice under English and Commonwealth law but to invoke Article 61 – the famous 'Security Clause' (see exhibit B).

#### **The Reply:**

I am commanded by The Queen to reply to your letter of 23rd March and the accompanying petition to Her Majesty about the Treaty of Nice” – (Sir Robin Janvrin Private secretary to Her Majesty The Queen);

**“The Queen continues to give this issue her closest attention. She is well aware of the strength of feeling which European Treaties, such as the Treaty of Nice, cause. As a constitutional sovereign, Her Majesty is advised by her Government who support this Treaty.**

**As I am sure you know, the Treaty of Nice cannot enter force until it has been ratified by all Member States and in the United Kingdom this entails the necessary legislation being passed by Parliament.”**

Moreover, we did not celebrate the 1297 statute version of Magna Carta in 1997, so a little common sense is all that is required to disprove the propaganda espoused by the successive, Treasonous administration(s); the alleged “representatives” of the people.

Article 61 of Magna Carta 1215 came into effect on the 23rd day of March 2001 because of the High Treason evidently committed by Prime Minister Anthony Charles Lynton Blair whom signed the Treasonous EU Treaty of 'Nice' on the 26th January 2001. I have supplied herein a transcript of the petition of the barons, which includes within its address the evidence pertaining to the treasonous aspects of the Treaty of Nice (See exhibit B).

Moreover, It is not the people's fault that the Barons' Committee were forced by law to invoke the security clause of Magna Carta 1215 in 2001. It is to my understanding that we **must all** by **Royal Command** abide by Constitutional law (clause 61 of Magna Carta 1215).

I am an honourable, law-abiding subject of the country whom stands assertively under the truth in law in order to protect the common laws and customs of the land, and to also defend my unalienable rights as a sovereign man of the Realm.

Furthermore, Treason evidence is also supplied herein which proves undeniably that Edward Heath and his co-conspirators did, with malice aforethought, commit Sedition and High Treason at Common Law when he signed the European Economic Communities Bill in 1972. The Heath Administration hid this blatant act of treachery under the Official Secrets Act for 30 years, where it remained within the National Archives within the Public Records Office until being released into the public domain in 2002.

A link to a PDF Evidence file along with the transcript of a Letter to Edward Heath from Lord Kilmuir, are included as evidence of Heath's Treason (see Exhibits D & E - respectively).

Whereas I have taken this standpoint in law in order to defend the realm and my unalienable Sovereign Rights, which the Common laws and customs of the land protect, and which the English and Commonwealth constitution demands that **we all must do at this time**, I also have a duty by law to "compel" all others who have not yet transferred their allegiance from the Crown to the Common Law Constitution, via the Committee of the Barons, and I must do all that I can to ensure that others do also.

Therefore, **I Demand** that you, *Janine Dowling* defend the English Crown and Church of England as ordered by **Royal Command**.

The problem that we people face in these extremely corrupt and dangerous times, is that there are **no authorised** courts of law where the English and Commonwealth Constitution is being observed, therefore it is impossible to remedy thefts, frauds, war crimes, genocide or **High Treason** etc being committed by any peaceful means, which said crimes many English and Commonwealth constitutional subjects are being subjected to, and or being **forced** to aid and abet by unwitting agents of the Crown. That is about to change however as more people are becoming more aware of the truth now. The (il)legal system will **not** be able to protect its agents in future.

Whereas the “Courts” (Private Corporate Businesses) are all run by criminally established private corporate enterprise these days, whereby none of them observe the Rule of Law or Due Process of Law within their corrupt tribunal hearings, there is nowhere for the common man/woman to receive remedy against said crimes other than relying on the public to stand by the truth in law. You have a duty of care as a public servant to stand under your Oath to the Common Law, and to abide by the Royal Command to dissent and to distress the Crown at this time, **not the people.**

The facts are all completely evidential. England and the Commonwealth’s ancient system of common law is being destroyed by successive quisling governments....if this were not the case then Article 61 of Magna Carta 1215 would not have been invoked in accordance with the correct protocols of English and Commonwealth Constitutional law, obviously (see Exhibit C – Article 61 text).

To deny the English and Commonwealth Constitution publicly is also the criminal offence of **Sedition at Common law.**

Whereas the English Constitutional law has not been taught within universities since the 1960's when Harold Wilson PM criminally prevented the practice, public servants today can be forgiven (up to a point) for not understanding the law, **but nobody can convincingly say that they were unaware of the facts once they have been formally Notified of them. Ignorance is no defence in law.**

As a result of the general ignorance by the People on these **urgent** matters of High Treason etc, which have been reported to the police by many of the people already, I am informing you of my standing so that you are well aware of the facts before any agents under your direction may attempt to enforce illegal policies or to attempt to coerce me to aid and abet those who may seek to do so in future. Any Crown agent from your department/institution attempting to do so from this day forth shall be treated the same as any common criminal, and I may hold you personally liable for their actions or omissions. We all have the right and duty to self-defence and to defend ourselves from coercion to aid and abet crime.

If you ignore this Official and **urgent** Notice, or do not respond to the specific points addressed herein, and or do not honourably rebut my understandings of the law in substance if you deem them to be wrong in any way, and within Fourteen (14) days from your receipt of this 'Notice Of Lawful Objection & Declaration Of Standing in Law', then it shall be taken to mean by all interested parties, now and at **any** future time whilst the security clause of Magna Carta remains in effect, that **you have no legal/lawful objection to my standing** and, that you will prevent within your power any agents from harassing myself or attending the above address in order to coerce me to aid and abet crime. **Any** debt enforcement agent(s) or any other interested Third party agents, allegedly authorised by the Crown under your direction shall be reported to the Police, including but not limited to any harassment, demanding monies with menaces, breach of the peace, criminal damage, thefts and or coercion to commit crime.

**Your reply must be made on your full commercial liability and on penalty of perjury** and, in accordance with your Oath of Office with a duty of care to the public and to the law. I also require a clearly legible printed name as well as a wet signature with any correspondence received by you or by your Office/department.

You are reminded that before any reply to this Notice is provided, please be aware that Sedition is a still a crime in England, and that is has **not** been repealed by **constitutional authority** and remains as law to this day.

Sincerely, and without vexation, frivolity or ill will, or in any way intended to deceive whatsoever and, with all my Common law unalienable Rights reserved.

The Above is my Lawful understanding and sworn to on penalty of perjury and on my full commercial liability.

Signed:

Section 7(2)(a) - Protection of Privacy  
[Redacted signature]

Witnessed by:

Date:

1.

Section 7(2)(a) - Protection of Privacy  
[Redacted name]

1/12/21

2.

Section 7(2)(a) - Protection of Privacy  
[Redacted name]

1/12/21

3.

Section 7(2)(a) - Protection of Privacy  
[Redacted name]

1/12/21

**Enclosed Evidence:**

**Exhibit A:** Daily Telegraph report on the invocation of Article 61 “Peers Petition Queen on Europe”;

**Exhibit B:** The Barons petition 2001;

**Exhibit C:** Article 61 the whole translated text;

**Exhibit D:** Lord Kilmuir's letter to Edward Heath PM;.

**Exhibit E:** Link to - FCO 30/1048 - Edward Heath treason Evidence PDF file.

**Exhibit F:** Copy of the Oath of Allegiance/Declaration.

**Exhibit A:**

**Daily Telegraph report on the invocation of Article 61** - “Peers Petition Queen on Europe”. By Caroline Davies -12:00am GMT 24 Mar 2001:

**“Four peers invoked ancient rights under the Magna Carta yesterday** to petition the Queen to block closer integration with Europe.

The Duke of Rutland, Viscount Masserene and Ferrard, Lord Hamilton of Dalzell and Lord Ashbourne were imbued with the spirit of the ancient Charter, thrust on King John in 1215. In accordance with the Charter's Clause 61, the famous enforcement

clause, the four presented a vellum parchment at Buckingham Palace, declaring that the ancient rights and freedoms of the British people had to be defended.

The clause, one of the most important in the Charter, which was pressed on King John at Runnymede, allows subjects of the realm to present a quorum of 25 barons with a petition, which four of their number then have to take to the Monarch, who must accept it. It was last used in 1688 at the start of the Glorious Revolution.

The four peers, who were all thrown out of Parliament in November 1999, proved they had that quorum by presenting Sir Robin Janvrin, the Queen's private secretary, with the petition signed by 28 hereditaries and letters of support from another 60. In addition, they claim the support of thousands of members of the public.

They say that several articles in the Treaty of Nice agreed by Tony Blair in December will destroy fundamental British liberties. The Queen has 40 days to respond. Under the Magna Carta's provisions, if the Sovereign does not observe the Charter the people may rise up and wage war on her, seizing castles, lands and possessions until they have redress."

#### **Exhibit B:**

##### **The Barons petition 2001.**

A Petition to Her Majesty Queen Elizabeth II presented under clause 61 of Magna Carta 1215. 7th February 2001.

##### **To Defend British Rights and Freedoms;**

"Ma'am,

as our humble duty, we draw to Your Majesty's attention:

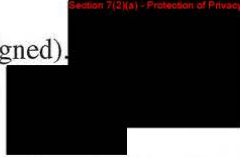
1. The loss of our national independence and the erosion of our ancient rights, freedoms and customs since the United Kingdom became a member of the European Economic Community (now the European Union) in 1973;
2. The terms of the Treaty of Nice, 2000, which, if ratified, will cause significant new losses of national independence, and further imperil the rights and freedoms of the British people, by surrendering powers to the European Union:
  - a) to enter into international treaties binding on the United Kingdom, without the consent of your Government;



- b) to ban political parties, deny free association and restrict the free expression of political opinion;
  - c) which can be used to introduce an alien system of criminal justice, abolish the ancient British rights of habeas corpus and trial by jury, and allow onto British soil men-at-arms from other countries with powers of enforcement;
  - d) to create a military force which will place British service personnel under the command of the European Union without reference to British interests, and contrary to:
    - i) the oath of personal loyalty to the Crown sworn by British forces, ii) the Queen's Commission, and;
    - iii) the United Kingdom's obligations to the North Atlantic Treaty Organisation;
  - e) which remove the United Kingdom's right to veto decisions not in British interests;
3. The creation by the European Union of a Charter of Fundamental Rights, which purports to give it the power to abolish such "rights" at will;
4. The unlawful use of the Royal Prerogative to:
  - a) suspend or offend against statutes in ways which are prejudicial and detrimental to your sovereignty, contrary to the Coronation Oath Act, 1688;
  - b) subvert the rights and liberties of your loyal subjects, contrary to the ruling in *Nichols v Nichols*, 1576;
5. Your Majesty's power to withhold the Royal Assent, and the precedent set by Queen Anne under a similar threat to the security of the Realm in 1707;

**Wherefore** it is our humble duty to **petition** Your Majesty to withhold the Royal Assent from any Parliamentary Bill which attempts to ratify the Treaty of Nice unless and until the people of the United Kingdom have given clear and specific approval; to uphold and preserve the rights, freedoms and customs of your loyal subjects as set out in Magna Carta and the Declaration of Rights, which you, our Sovereign, swore before the nation to uphold and preserve in your Coronation Oath of June 1953.

We have the honour to be Your Majesty's loyal and obedient subjects."

(signed), 

**Notes:**

The House of Lords Records Office confirmed in writing as recently as last September that Magna Carta, signed by King John in June 1215, stands to this day. Home Secretary Jack Straw said as much on 1 October 2000, when the Human Rights Act came into force. Halsbury's Laws of England says: "Magna Carta is as binding upon the Crown today as it was the day it was sealed at Runnymede."

The Treaty of Nice signed by the British Government in December 2000 includes:

Article 24 –transforms the EU into an independent state with powers to enter into treaties with other states which would then be binding on all member states, subject to agreement determined by Qualified Majority Voting.

Article 23 -allows the EU to appoint its own representatives in other countries, effectively with ambassadorial status.

Article 191 –assumes for the EU the right to "lay down regulations governing political parties at European level [ie: in the EU]" and withdraw or prevent the funding of political parties which do not "contribute to forming a European awareness." This is a clear restriction of free speech and free political association. It also introduces two particularly abhorrent propositions – taxation without representation and the use of sanctions to suppress public opinion.

Articles 29 and 31 – establish common policing and judicial cooperation (Eurojust).

Article 67 -allows matters of justice and home affairs to be agreed by QMV. These articles open the door to the imposition of Corpus Juris on the UK (article 31 specifically calls for cross-border policing and prosecution, and the removal of conflicts of jurisdiction), and the deployment of armed Europol law enforcement officers on the streets of Britain. These matters were originally dealt with under article 280, which mysteriously disappeared from the draft of the Nice Treaty at the very last minute, in part at least following heavy pressure from British euro-realists. Article 17 –establishes a common foreign and defence policy for the EU, with its own military force. The House of Commons was told on 11 December 2000, that: "The entire chain of command must remain under the political control and strategic direction of the EU. NATO will be kept informed." Her Majesty The Queen is Commander in Chief of all her armed forces and Colonel in Chief of 46 of Her Regiments of the British army, every other regiment owing its loyalty directly via another member of The Royal Family as its Colonel in Chief to Her Majesty. The loss of the UK veto applies to 39 new areas of EU "competence", including indirect taxation, the environment, immigration, trade, employment, industrial policy, and

regional funding. The EU also has plans for QMV to be expanded to other areas not agreed at Nice, and without further treaty negotiations.

**Charter of Fundamental Rights – signed at Biarritz, autumn 2000.**

Article 52 purports to give the EU the power to abolish them at will, effectively making them meaningless. The whole proposition that the state has the right to grant and abolish fundamental human rights [ie: those we inherit at birth and hold in trust for future generations] is not only absurd but also contrary to Magna Carta, 1215, the Declaration of Rights, 1688, and the Bill of Rights 1689.

Clause 61 of Magna Carta was last invoked when the Bishop of Salisbury (Gilbert Burnet) acted on behalf of the barons and bishops of England to invite William of Orange and Mary to come to London in 1688, after King James II had failed to re-establish Roman Catholicism in England, and lost the confidence of the people. His act of abdication was to throw the Great Seal into the Thames and flee the country.

The ruling in *Nichols v Nichols* 1576 included the words: “Prerogative is created for the benefit of the people and cannot be exercised to their prejudice.” (The Royal Prerogative is the power delegated by the sovereign to ministers to sign treaties on behalf of the nation).

In 1707, Queen Anne withheld the Royal Assent from the Scottish Militia Bill when it became apparent that James Francis Stuart (pretender Prince of Wales, and the Queen’s half-brother) was planning with Louis XIV of France to invade Scotland from Calais in an attempt to establish a Jacobite sovereign. Were such an invasion to be successful, the Queen feared a Scottish militia might be turned against the monarchy. Thus, parliament’s will was denied in the interests of the sovereignty of the nation and the security of the realm.

Addressing both Houses of Parliament on 20 July 1988, at an historic meeting of both houses to mark the 300th anniversary of the Declaration of Rights, Her Majesty said that it was “still part of statute law...on which the whole foundation and edifice of our parliamentary democracy rests.”

The Declaration of Rights spelt out the details:

“...the said Lords...and Commons, being the two Houses of Parliament, should continue to sit and...make effectual provision for the settlement of the ...laws and liberties of this kingdom, so that the same for the future might not be in danger again of being subverted. ...the particulars aforesaid shall be firmly and strictly holden and observed...and all officers and ministers whatsoever shall serve their Majesties and their successors according to the same, in all time to come.”

Both Magna Carta and the Declaration of Rights are contracts between the sovereign and the people. Because they are not statute law they cannot be repealed. Both proclaimed what were taken to be self-evident freedoms which exist by right. Equally, both were based on a concept of permanence.

List Of Signatories. Peers signing the petition:

Lord Ashbourne, The Duke of Rutland, Viscount Massereene & Ferrard (as Lord Oriel), Lord Hamilton of Dalzell signed and presented the petition at Buckingham Palace.

The petition was also signed by:

Lord Sudeley, Viscount Cowdray, Viscount Norwich, Lord Napier & Ettrick, Earl of Romney, Earl Kitchener, Lord Napier of Magdala, Lord Ailsa, Lord Sandys, Earl Cathcart, Lord Oaksey, Lord Milne, Lord Newall, Lord Barber of Tewkesbury, Lord Dormer, Viscount Exmouth, Lord Wise, Earl of Devon, Earl of Cromer, Earl of Shannon (as Lord Carleton), Lord Sandford, Marquis of Aberdeen (as Earl Aberdeen), Lord Strathcarron, Lord Craigmyle. The Countess of Dysart also signed, but the Dysart title is Scottish and pre-dates the Union of 1707.

**Letter To The Queens Private Secretary:**

Sir Robin Janvrin, KCVO, CB Principal Private Secretary to  
Her Majesty The Queen  
Buckingham Palace  
London

23 March 2001.

“You were kind enough to invite a letter of amplification to accompany our petition to Her Majesty. Thank you.

The Treaty of Nice raises issues of major constitutional importance. It directly threatens our rights and freedoms, and undermines oaths of loyalty to the Crown. Such fundamental matters cannot be considered merely the stuff of day-to-day politics. They directly concern the Crown, the constitution and every British subject, including generations yet unborn.

We find ourselves living in exceptional times, which call for exceptional measures. Hence our petition to Her Majesty, which exercises rights unused for over 300 years – clause 61 of Magna Carta, which were reinforced by article 5 of the Bill of Rights. As you know, the wording of clause 61 says: ...and, laying the transgression before us, petition to have that transgression redressed without delay... And we shall procure nothing from anyone, directly or indirectly, whereby any part of these concessions and liberties might be revoked or diminished; and if any such things has been procured, let it be void and null.

We have petitioned Her Majesty to withhold the Royal Assent from any Bill seeking to ratify the Treaty of Nice because there is clear evidence (which we shall address in a moment) that it is in direct conflict with the Constitution of the United Kingdom. It conflicts with Magna Carta, with the Declaration and Bill of Rights and, above all, with Her Majesty's Coronation Oath and the Oaths of Office of Her Majesty's ministers. Every one of these protections stand to this day, **which is why they are now being invoked by our petition.**

Ultimately, our supreme protection is Her Majesty's obligations under the Coronation Oath. The Queen has solemnly promised to govern the peoples of the United Kingdom according to the Statutes in Parliament agreed on and according to their laws and customs. Her Majesty also swore to preserve all rights and privileges as by law do or shall appertain to any of them.

From the spiritual point of view, it is unimaginable that Her Majesty would seek, in effect, a divorce from her duty. From a secular point of view, the Coronation Oath is a signed contract.

Recent statements by ministers, and by the previous prime minister, confirm that they would not advise any measure which might tend to breach the Coronation Oath nor betray Her Majesty's promise to her loyal subjects. Her Majesty accepts the advice of her ministers. Conversely, it is their duty to advise in accordance with the Coronation Oath. They cannot lawfully advise a breach. Nor can they gain or remain in power without swearing allegiance to the Crown. Yet the Treaty of Nice represents precisely such a breach, and it has now been signed by the foreign secretary using the Royal Prerogative.

Blackstones Commentaries (volume 1, page 239) says of the Royal Prerogative: The splendour, rights, and powers of the Crown were attached to it for the benefit of the people. They form part of, and are, generally speaking, as ancient as the law itself. De prerogativa regis is merely declaratory of the common law...

The duties arising from the relation of sovereign and subject are reciprocal. Protection, that is, the security and governance of his dominions according to law, is the duty of the sovereign; and allegiance and subjection, with reference to the same criterion, the constitution and laws of the country, form, in return, the duty of the governed. We have already observed that the prerogatives are vested in him for the benefit of his subjects, and that his Majesty is under, and not above, the laws.

For such words to have meaning, the act of signing the Treaty of Nice by the foreign secretary demonstrates that ministers have de facto renounced their oaths of allegiance.

Indeed, faced in due course with a Bill seeking ratification of the Treaty of Nice, the only options appear to be for Her Majesty to dissolve Parliament, or for the government to resign and fight an election on the issue. The ex-government would then be faced with seeking elective power to introduce new oaths of loyalty under a new constitution as part of their new manifesto. This would distil the issues as perhaps nothing else might, since it would allow the people of the United Kingdom to decide whether or not they wished the constitution to be breached in this way, their rights and freedoms to be curtailed, and the position, powers and responsibilities of their sovereign to be diminished.

Of course, for the many thousands of subjects who have supported our petition, no such option exists.

As the Act of Supremacy and the Bill of Rights put it: all usurped and foreign power and authority may forever be clearly extinguished, and never used or obeyed in this realm. no foreign prince, person, prelate, state, or potentate shall at anytime after the last day of this session of Parliament, use, enjoy or exercise any manner of power, jurisdiction, superiority, authority, pre-eminence or privilege within this realm, but that henceforth the same shall be clearly abolished out of this realm, forever.

So it is clear that no-one – neither sovereign, nor parliament, nor government, nor people – may tamper with, dismantle, destroy or surrender our constitution. We are all tenants of it, and trustees. We inherited these rights, and we have a supreme responsibility to pass them in good order to future generations. They are not ours to discard or diminish. Which is why oaths of allegiance place an essential limitation on parliament's power, and the Queens Coronation Oath is crucial.

The Coronation Oath is a moral obligation, a religious obligation, a sworn obligation, a contractual obligation, a statutory obligation, a common law obligation, a customary obligation, an obligation on all who swear allegiance, it is the duty of government, and it is sworn for the nation, the commonwealth and all dominions.

**The Coronation Oath is the peak of a pyramid, and all subordinate oaths are bound by its limitations.** The armed services swear allegiance to the sovereign, not to the government of the day. This helps clarify the principle that allegiance is necessary, and not optional – an essential part of the checks and balances of our constitution. **Without these oaths, and their lawful enforcement, we have little to protect us from government by tyranny.**

We return now to our reasons for stating that the Treaty of Nice is unconstitutional. Our petition highlights several such clauses. We draw particular attention to article 191, which seeks to restrict the political freedom of Her Majesty's subjects.

The EU seeks to assume the right to lay down regulations governing political parties at European level [ie: in the EU] and withdraw or prevent the funding of political parties which do not contribute to forming a European awareness. This is a clear restriction of free speech and free political association. It also introduces two particularly abhorrent propositions – taxation without representation and the use of state sanctions to suppress public opinion. Our political freedom is absolute. The Bill of Rights says so. It cannot be limited in any way. Her Majesty is rightfully inscribed on our coins of the realm as Fid. Def. and Lib. Def. – Libertatis Defensor, Defender of the Freedom of the People.

It has been suggested to us that a referendum or plebiscite might be an acceptable response to the question of ratification of the Treaty of Nice, but we do not hold that view. A referendum or plebiscite which purported to make lawful the infringement of our common law rights would itself be unlawful.

We come back to the oath of allegiance. Magna Carta says: We will appoint as justices, constables, sheriffs, or other officials, only men that know the law of the realm and are minded to keep it well.... How can such officers of the Crown organize such a referendum or plebiscite?

These procedures would also infringe articles 1, 2 and 4 of the Bill of Rights:

1. That the pretended power of Suspending of Lawes or the Execution of Lawes by Regall Authority without Consent of Parlyament is illegall (This must include the Coronation Oath Act).
2. That the pretended Power of Dispensing with Lawes or the Execution of Lawes by Regal Authoritie as it hath beene assumed and exercised of late is illegall.
4. That levying Money for or to the Use of the Crowne by pretence of Prerogative without Grant of Parlyament for longer time or in other manner than the same is or shall be granted is Illegall (This is further protection of our common law rights).

In the event that the Treaty of Nice is considered for Royal Assent we respectfully request that Her Majesty grant us an opportunity to examine the opinion of those who seek to alter our constitution by contrary advice. Accordingly, under those same terms of Magna Carta and the Bill of Rights quoted earlier, we the undersigned, and others – have formed a Barons Constitutional Committee to be available for consultation and to monitor the present situation as it develops ....until redress has been obtained.

We are and remain Her Majesty's most loyal and obedient subjects.”

Ashbourne, Rutland, Massereene & Ferrard, Hamilton of Dalzell.

### **The Reply**

“I am commanded by The Queen to reply to your letter of 23rd March and the accompanying petition to Her Majesty about the Treaty of Nice.

**“The Queen continues to give this issue her closest attention. She is well aware of the strength of feeling which European Treaties, such as the Treaty of Nice, cause. As a constitutional sovereign, Her Majesty is advised by her Government who support this Treaty. As I am sure you know, the Treaty of Nice cannot enter force until it has been ratified by all Member States and in the United Kingdom this entails the necessary legislation being passed by Parliament.”**

**Exhibit C:**

### **Article 61 the entire translated text;**

"61. Since, moreover, for God and the amendment of our kingdom and for the better allaying of the quarrel that has arisen between us and our barons, we have granted all these concessions, desirous that they should enjoy them in complete and firm endurance forever, we give and grant to them the underwritten security, namely, that the barons choose five and twenty barons of the kingdom, whomsoever they will, who shall be bound with all their might, to observe and hold, and cause to be observed, the peace and liberties we have granted and confirmed to them by this our present Charter, so that if we, or our justiciar, or our bailiffs or any one of our officers, shall in anything be at fault towards anyone, or shall have broken any one of the articles of this peace or of this security, and the offense be notified to four barons of the foresaid five and twenty, the said four barons shall repair to us (or our justiciar, if we are out of the realm) and, laying the transgression before us, petition to have that transgression redressed without delay.



And if we shall not have corrected the transgression (or, in the event of our being out of the realm, if our justiciar shall not have corrected it) within forty days, reckoning from the time it has been intimated to us (or to our justiciar, if we should be out of the realm), the four barons aforesaid shall refer that matter to the rest of the five and twenty barons, **and those five and twenty barons shall, together with the community of the whole realm, distrain and distress us in all possible ways, namely, by seizing our castles, lands, possessions, and in any other way they can, until redress has been obtained as they deem fit**, saving harmless our own person, and the persons of our queen and children; and when redress has been obtained, they shall resume their old relations towards us.

And let whoever in the country desires it, swear to obey the orders of the said five and twenty barons for the execution of all the aforesaid matters, and along with them, to molest us to the utmost of his power; and we publicly and freely grant leave to everyone who wishes to swear, and we shall never forbid anyone to swear. **All those, moreover, in the land who of themselves and of their own accord are unwilling to swear to the twenty five to help them in constraining and molesting us, we shall by our command compel the same to swear to the effect aforesaid.**

And if any one of the five and twenty barons shall have died or departed from the land, or be incapacitated in any other manner which would prevent the aforesaid provisions being carried out, those of the said twenty five barons who are left shall choose another in his place according to their own judgement, and he shall be sworn in the same way as the others. Further, in all matters, the execution of which is entrusted, to these twenty five barons, if perchance these twenty five are present and disagree about anything, or if some of them, after being summoned, are unwilling or unable to be present, that which the majority of those present ordain or command shall be held as fixed and established, exactly as if the whole twenty five had concurred in this; and the said twenty five shall swear that they will faithfully observe all that is aforesaid, and cause it to be observed with all their might. And we shall procure nothing from anyone, directly or indirectly, whereby any part of these concessions and liberties might be revoked or diminished; and if any such things has been procured, let it be void and null, and we shall never use it personally or by another."

**Exhibit D:**

**Lord Kilmuir letter to Edward Heath (PM);**

[‘The Heath Government was prepared to commit acts of sedition and treason in taking the UK into the EEC. Unfortunately we do not have a copy of Heath’s original letter to Lord Kilmuir and therefore Heath’s questions are unknown. However it will take little imagination to guess what they were:’.]

“My Dear Ted,

You wrote to me on the 30th November about the constitutional implications of our becoming a party to the Treaty of Rome. I have now had an opportunity of considering what you say in your letter and have studied the memoranda you sent me.

I agree with you that there are important constitutional issues involved. I have no doubt that if we do sign the Treaty, we shall suffer some loss of sovereignty, but before attempting to define or evaluate the loss I wish to make one general observation.

At the end of the day, the issue whether or not to join the European Economic Community must be decided on broad political grounds and if it appears from what follows in this letter that I find the constitutional objections serious that does not mean that I consider them conclusive. I do, however, think it important that we should appreciate clearly from the outset exactly what, from the constitutional point of view, is involved if we sign the treaty, and it is with that consideration in mind that I have addressed myself to the questions you have raised. He is clear that if we do sign the agreement with the EEC we will suffer some loss of Sovereignty.

This is clearly an act of Treason because our Constitution allows no surrender of any part of our Constitution to a foreign power beyond the control of the Queen in parliament. This is evidenced by the convention which says: (Parliament may do many things but what it may not do is surrender any of its rights to govern unless we have been defeated in war). And the ruling given to King Edward 3rd in 1366 in which he was told that King John’s action in surrendering England to the Pope, and ruling England as a Vassal King to Rome was illegal because England did not belong to John he only held it in trust for those who followed on.

The Money the Pope was demanding as tribute was not to be paid. Because England’s Kings were not vassal Kings to the Pope and the money was not owed. Adherence to the Treaty of Rome would, in my opinion, affect our sovereignty in

three ways:- Parliament would be required to surrender some of its functions to the organs of the community;

Answer as above. The Crown would be called on to transfer part of its treaty-making power to those organs of the community; The Constitution confers treaty making powers only on the Sovereign and the Sovereign cannot transfer those powers to a foreign power or even our own parliament because they are not the incumbent Sovereigns to give away as they only hold those powers in trust for those who follow on.

Our courts of law would sacrifice some degree of independence by becoming subordinate in certain respects to the European Court of Justice. It is a Praemunire to allow any case to be taken to a foreign court not under the control of the Sovereign. The European Court Justice or the European court of Human rights are foreign courts not under the control of our Sovereign. Praemunire is a crime akin to Treason. The position of Parliament It is clear that the memorandum prepared by your Legal Advisers that the Council of could eventually (after the system of qualified majority voting had come into force) make regulations which would be binding on us even against our wishes, and which would in fact become for us part of the law of the land.

There are two ways in which this requirement of the Treaty could in practice be implemented:- It is a Praemunire to allow any laws or regulations not made by the Sovereign in parliament to take effect as law in England. This is illegal under the Acts of Treason 1351, the Act of Praemunire 1392, The Act of Supremacy 1559, and the Declaration and Bill of Rights 1688/9.

Parliament could legislate ad hoc on each occasion that the Council make regulations requiring action by us. The difficulty would be that, since Parliament can bind neither itself not its successors, we could only comply with our obligations under the Treaty if Parliament abandoned its right of passing independent judgement on the legislative proposals put before it. A parallel is the constitutional convention whereby Parliament passes British North American Bills without question at the request of the Parliament of Canada, in this respect Parliament here has substance, if not in form, abdicated its sovereign position, and it would have pro tanto, to do the same for the Community. No such power exists for parliament to do this.

**This would be an Act of Treason under the 1351 Treason Act, A Praemunire under the 1392 Act of Praemunire, an Act of Treason under the 1559 Act of Supremacy, and the 1688/9 Declaration and Bill of Rights.**

It would in theory be possible for parliament to enact at the outset legislation which would give automatic force of law to any existing or future regulations made by the appropriate organs of the Community. For Parliament to do this would go far beyond

the most extensive delegation of powers even in wartime that we have ever experienced and I do not think there is any likelihood of this being acceptable to the House of Commons. Whichever course were adopted, Parliament would retain in theory the liberty to repeal the relevant Act or Acts, but I would agree with you that we must act on the assumption that entry into the Community would be irrevocable, we should therefore to accept a position where Parliament had no more power to repeal its own enactments than it has in practice to abrogate the statute of Westminster.

In short. Parliament would have to transfer to the Council, or other appropriate organ of the Community, its substantive powers of legislating over the whole of a very important field. There is no constitutionally acceptable method of doing this because it would be tantamount to a total abrogation of their duty to govern us according to our laws and customs.

**And it would be an Act of Treason under the 1351 Treason Act, A Praemunire under the 1392 Act of Praemunire, and Treason under the 1559 Act of Supremacy, and the Declaration and Bill of Rights 1688/9 Treaty-making Powers.**

The proposition that every treaty entered into by the United Kingdom does to some extent fetter our freedom of action is plainly true. Some treaties such as GATT and O.E.E.C. restrict severely our liberty to make agreements with third parties and I should not regard it as detrimental to our sovereign that, by signing the Treaty of Rome, we undertook not to make tariff or trade agreements without the Council's approval. But to transfer to the council or the Commission the power to make such treaties on our behalf, and even against our will, is an entirely different proposition. There seems to me to be a clear distinction between the exercise of sovereignty involved in the conscious acceptance by us of obligations under treaty-making powers and the total or partial surrender of sovereignty involved in our cession of these powers to some other body.

To confer a sovereign state's treaty-making powers on an international organisation is the first step on the road which leads by way of confederation to the fully federal state. I do not suggest that what is involved would necessarily carry us very far in this direction, but it would be a most significant step and one for which there is no precedent in our case. Moreover, a further surrender of sovereignty of parliamentary supremacy would necessarily be involved: as you know although the treaty-making power is vested in the Crown. Parliamentary sanction is required for any treaty which involves a change in the law or the imposition of taxation to take two examples and we cannot ratify such a treaty unless Parliament consents. But if binding treaties are to be entered into on our behalf, Parliament must surrender this function and either

resign itself to becoming a rubber stamp or give the Community, in effect, the power to amend our domestic laws.

**This is a surrender of our Sovereignty a clear Act of Treason under the 1351 Treason Act and a Praemunire**, under the 1392 Act of Praemunire, it is Treason under the 1559 Act of Supremacy and the 1688/9 Declaration and Bill of Rights.

#### **Independence of the Courts:**

There is no precedent for our final appellate tribunal being required to refer questions of law (even in a limited field) to another court and as I assume to be the implication of 'refer' - to accept that court's decision. You will remember that when a similar proposal was considered in connection with the Council of Europe we felt strong objection to it. I have no doubt that the whole of the legal profession in this country would share my dislike for such a proposal which must inevitably detract from the independence and authority of our courts.

Of those three objections, the first two are by far the more important. I must emphasise that in my view the surrenders of sovereignty involved are serious ones and I think that as a matter of practical politics, it will not be easy to persuade Parliament or the public to accept them. I am sure that it would be a great mistake to under-estimate the force of objections to them. But these objections ought to be brought out into the open now because, if we attempt to gloss over them at this stage those who are opposed to the whole idea of our joining the Community will certainly seize on them with more damaging effect later on.

Having said this, I would emphasise once again that, although those constitutional considerations must be given their full weight when we come to balance the arguments on either side, I do not for one moment wish to convey the impression that they must necessarily tip the scale. In the long run we shall have to decide whether economic factors require us to make some sacrifices of sovereignty: my concern is to ensure that we should see exactly what it is that we are being called on to sacrifice, and how serious our loss would be. It is a Praemunire to subject Her Majesty's Courts of law to the domination of a foreign court outside of Her Majesty's control."

**Exhibit E:**

**Link to FCO 30/1048 Edward Heath Treason Evidence PDF file;**

<http://www.nommeraadio.ee/meedia/pdf/RRS/Brittide%20petmine.pdf>

**Exhibit F:**

**Copy of Oath of Allegiance.**



Name: Section 7(2)(a) - Protection of Privacy

Address: Section 7(2)(a) - Protection of Privacy

Date: 01.12.21

### Oath of allegiance

I, section 7(2)(a) - Protection of Privacy In full knowledge of treason being committed in Parliament, by delivering the Sovereign Peoples of this Common law land into the hands of foreign powers, in understanding of some wrongs done by the present holder of the office of Sovereign, from whom I now transfer my allegiance according to the law of this land, I do so willingly, and wholeheartedly enter into lawful dissent and, I solemnly swear upon my Oath to obey the direction of the lords of the barons' committee whom invoked Article 61 of the 1215 Magna Carta on the 23rd March 2001 in accordance with the royal command to do so, **as long as said barons act strictly according to constitutional law at all times without deviation**, until such times as redress of these present wrongs has been achieved.

Sworn and subscribed on the: 01.12.21

Signed: Section 7(2)(a) - Protection of Privacy

Witnessed by (autograph):

1. Section 7(2)(a) - Protection of Privacy
2. Section 7(2)(a) - Protection of Privacy
3. Section 7(2)(a) - Protection of Privacy

Print Name:

- Section 7(2)(a) - Protection of Privacy
- Section 7(2)(a) - Protection of Privacy
- Section 7(2)(a) - Protection of Privacy

Date: ~~01.12.21~~

01.12.21

01.12.21

1/12/21

: [redacted] and [redacted]  
[redacted]  
[redacted]

**TO:**  
Janine Dowding chief executive officer acting and performing for the  
**TASMAN DISTRICT COUNCIL NEW ZEALAND CROWN**  
189 Queen Street Richmond 7050

**Date:** 11th April 2023

**RE:** Correcting the record, pursuant to the Privacy Act 2020 on a nunc  
pro tunc basis

This is a memorandum of Judicial Notice in Equity, Without  
Prejudice, to correct the information held, and attach the  
corrections to the file of the persons:

[redacted] and [redacted]  
**Address:** [redacted]  
**Identifier/Property number/Database rating Unit:** [redacted]

**Purported Ratepayer persons:** [redacted] and [redacted]  
[redacted]

**From the People/Living call:** ([redacted]) and ([redacted])

: In Equity all must come to the table with clean hands.

: Whereby pursuant to the Privacy Act 2020, People of any description are  
required to correct the record, of the information held, recorded, and acted  
upon, by any Corporation in this country.





: Failure or refusal to correct the recorded information contravenes the Privacy Act 2020, Secret Commissions Act 1910, Crimes Act 1961, Senior Courts Act 2016, District Court Act 2016, and numerous other Parliament of New Zealand enactments -

**THE CORRECTION TO THE RECORD REQUIRED BY LAW IS:**

1. : (Section 7(2)(a) - Protection of Privacy): and : (Section 7(2)(a) - Protection of Privacy): is a living man/woman as defined in the Criminal Procedure Act 2011 section 381 [2], and the word People comes from the Latin word populus which means the living.

2, The people/living call: : (Section 7(2)(a) - Protection of Privacy): and : (Section 7(2)(a) - Protection of Privacy): is not a person/legal entity as defined in the Legislation Act 2019. Section 13 states person includes a corporation, a body corporate and a body of persons whether incorporated or not.

**3, MAXIM IN LAW**

"Sovereignty resides in the People whose power is the source of law"

"The status of the person is the legal position or condition

"Ignorance of the law does not excuse misconduct in anyone, least of all as sworn officer of the law"

4, (Section 7(2)(a) - Protection of Privacy)

: Mother gave this call.

Family name (Section 7(2)(a) - Protection of Privacy)

Father gave the family call

(Section 7(2)(a) - Protection of Privacy)

Mother gave this call.

Family name ( Section 7(2)(a) - Protection of Privacy )

Father gave the family call

Neither of these parents were consulted with, or asked for their consent to create the name/legal entity, the state has created by the Birth Certificate and it's attached a Bank Account

**The record must be corrected in accordance with statute law.**

The name/legal entity created by the state for commercial purposes, has been claimed by the rightful owner of that property, being the People/Living.

**5, Local Government [Rating] Act 2002 section 5 Interpretation rating unit: means a rating unit for the purposes of the Rating Valuations Act 1998 section 5B.**

: Rating Valuations Act 1998 section 5B What constitutes rating unit if there is a record of title

[1] For land which there is a record of title, the land comprised in the record of title constitutes a rating unit.

**NOTE:**

**The word comprised**

The act does not state the word defined or described in the record of title; it states comprised in the record of title.

: What this means is the record of title is the land referred to as the rating unit. It is the incorporeal /corporeal land as defined in the interpretation section 5 Local Government [Rating] Act 2002.

: The word incorporeal means fake land, not real land, make believe land.

: Be very clear the rating unit constituted by the Local Government [Rating] Act 2002 is incorporeal land being the record of title/piece of paper/ fee simple title, recorded on the council rating database.

: It cannot be the real land that we the People have possession of and are the caretakers of.

**6, The reasons why the rating unit cannot be the real land that we the People live upon, and are the care takers of is:**

**[i] Genesis 1:26 And God gave man dominion over the land.**

**NOTE:**

God did not give the land to man. He gave man dominion over land.

This means man are the caretakers only of the land.

**[ii] Local Government [Rating] Act 2002 section 5 Interpretation: owner means the person who, whether jointly or separately, is seized or possessed.**

**NOTE:**

**Is not kidnap in this country a crime?**

: If People/the Living are seized or possessed that means they have been kidnapped. :

If it relates to corporeal land being real land then to seize and possess it is theft.

: This owner interpretation is consistent with the rating unit as the incorporeal land comprised by the record of title seized and possessed by the council in their rating data base.

The next point is the word **person**·

A person is not nor can it ever be a People/Living man/woman.  
A person is a legal entity/ fiction/corporation

There can be no other interpretation which is consistent with Parliament of New Zealand statute law.

Persons are a fiction/legal entity which is the record of title seized and possessed by the council rate database.

[iii] Local Government [Rating] Act 2002 section 77 Sale or lease of abandoned land [1] in this section abandoned land means a rating unit for which the rates have not been paid to the local authority for 3 years or more.

**NOTE:**

Is this not consistent with the fact the rating unit is the incorporeal land created in the record of title/fee simple title, entered into the council rate database, not the corporeal land that we the People live and walk upon?

: This statement would be perjury if it related to the real land as it would be claiming land that was still inhabited was abandoned land.

There would be numerous criminal offences if the abandoned land corporeal/real land. This is consistent to the rating unit being the incorporeal land created by the record of title/fee simple title recorded upon the council database.

[iv] Local Government [Rating] Act 2002 section 7 rateable land

[1] All land is rateable

[2] However, land is not ratable if this Act or another Act states that the land is non ratable.

**NOTE:**

The only land defined in this enactment as rateable is the incorporeal land comprised by the record of title/fee simple title entered into the council rate database.

It is not and never can be corporeal land that we the People/Living walk upon and take care of.

This is consistent with all Parliament of New Zealand enactments.

**IN SUMMARY OF RATING UNIT**

The rating unit is the incorporeal [make believe/ fiction] land created by the person/legal entity being the council with its record of title/fee simple title which comprises [constitutes] the incorporeal land as entered into the rating data base.

The rating unit pursuant to Parliament of New Zealand statute law can never be the corporeal/real land we the People/Living have dominion over and walk and live upon.

:Should the CEO/Council or any other person/legal entity wish to challenge this interpretation of rating unit then they must consider the consequences of such behavior: This interpretation is Parliament of New Zealand statute law as it is written.

: The only challenge can be with Parliament of New Zealand statute law as it is written. A challenge cannot be from some court or lawyer's falsification of the writings of Parliament.

:Parliament of New Zealand statute law, NZ Law Dictionary and any other lawful writings define contravention of the Parliament of New Zealand statute law as **TREASON**, directly against the state and the People/Living as

we the People are the Sovereign of this land. :If any person/legal entity does not recognise the People/Living as a separate entity from the person/legal entity then Parliament of New Zealand statute law and all other lawful authorities define this behavior as **genocide** as it is directly attempting to exterminate the People /Sovereign entity of this land.

## **WHO IS THE RATEPAYER?**

7, Local Government [Rating] Act 2002 Section 10 who is the ratepayer

[a] in relation to a rating unit, the person who is named as a ratepayer in the rating information database and the district valuation roll for the rating unit.

### **NOTE:**

[i] The Legislation Act 2019 Section 13 Interpretation person is very clear. A person is a legal entity/piece of paper/Birth Certificate, not the People/Living man, who have dominion over the land.

Therefore, the Ratepayer as a person/legal entity is not nor can they ever be the People/Living man/woman.

[ii] Only persons have a name.

Only legal entities/persons can have a name.

: The legal entity the state created at birth without the consent or knowledge of the parents of the living child, is the person/legal entity.

: This legal entity/person is the Birth Certificate name created by the state without consent or knowledge of the parents for commercial purposes, not the People/Living.

: This legal entity/name/person is seized and possessed as the owner [pursuant to the Local Government [Rating] Act 2002 section 5 interpretation owner] by entering this legal entity/person in to the council ratepayer's database.

: A person cannot be the living man/woman as to seize and possess a living man/woman as the owner is to kidnap and put him in slavery and debt-bondage

Are these crimes not illegal in this country?

[iii] This name/person/legal entity is entered into the rating database.

: If it were the Living/People, how can they be lawfully entered into the rating database? :

If it were the People/Living that were entered into a ratepayer database then the database must be a prison.

### **MAXIM IN LAW**

"People are the living on the earth"

"People have a call persons have a name"

"People are the Sovereign of the land"

: CRIMINAL PROCEDURE ACT 2011 section 381[2]

[iv] Be very clear. If the rating unit is the incorporeal land [fake, made up] created by title record of title/fee simple title, then the ratepayer is a person/legal entity, and then entered into the ratepayer database as a name/person/legal entity, then called the ratepayer. The ratepayer cannot be anything other than a name/ legal entity/piece of paper referred to as the name/legal entity entered on the record of title/fee simple title which is seized and possessed by the council in their rating database.

It can never be pursuant to Parliament of New Zealand statute law as a People/Living man/woman.

[v] The ratepayer as a person/legal entity is the name/legal entity entered upon the rating unit being the record of title/fee simple title created/constituted by the incorporeal/make believe land on the record of title/fee simple title.

#### **MAXIM IN LAW**

"The status of a person is its legal position or condition"

"A person is a legal entity which has certain status"

"Persons are legal entities or dead instruments"

"Names are of the person, persons are legal Fiction"

"Persons are registered to make a record of nothings"

Security instruments created on the person are nothings as a person is not a real thing"

[vi] The ratepayer is not nor can they ever be a People/Living man/woman. Parliament of New Zealand statute law clearly defines the ratepayer as a person/legal entity/legal fiction not a People/Living breathing man or woman.

#### **MAXIM IN LAW**

44 From the words of the law there must be no departure"

"Words are to be interpreted according to the subject matter"

"To a judge who exceeds his office or jurisdiction no obedience is due"

"The law is not to be violated by those in government"

"When there is no ambiguity in the words then no exposition contrary to the words is to be made"

"A common error does not make law"

"It is the duty of a judge to declare the law not enact the law or make the law"



"In all affairs, and principally those which concern the administration of justice, the rules of equity must be followed"

"Laws must bind their own maker"

"What is stated is stated, what is not stated does not exist  
& Local Government [Rating] Act 2002 Section 12 Liability for rates

[1] The ratepayer for a rating unit is liable to pay the rates that are due on the unit.

**NOTE:**

Parliament of New Zealand statute law has defined clearly and precisely that a ratepayer is a person/legal entity/name who has been entered into the CEO/Council owned ratepayer database.

: Parliament of New Zealand statute law further defines that the owner has seized and possessed by the CEO/Council and entered under the CEO/Council ownership into the ratepayer's database.

: As soon as the CEO/Council seizes and possesses the record of title/fee simple title, that is when the Fee simple title/Record of Title is comprised/created, by the ordering of the CEO/Council, Ownership of the comprised/created/incorporeal land being the Record of Title/Fee Simple Title ownership of that incorporeal land/record of title belongs to the CEO/Council.

: By entering that incorporeal/fake land as the record of title/fee simple title, into the CEO/Council ratepayer database, it transfers ownership and liability as a ratepayer to the CEO/Council.

If the CEO/Council want to seize and possess, the incorporeal/fake land they have created, by the Record of Title and Fee Simple Title then the CEO/Council have full liability as the ratepayer.

: As clearly defined by section 12 liability for rates is on the ratepayer.

If the CEO/Council have seized and possessed the record of title/Fee simple title by entering that fake/incorporeal land title into their ratepayer database then they, the CEO/Council in law at law and by law, as the owners of that incorporeal/fake land which the CEO/Council created, the CEO/Council are the ratepayer who is liable for those rates. No People/Living man/woman can ever be the ratepayer.

: Who is the owner of that incorporeal/ fake land created by the Record of Title? The one who is the owner pursuant to the Local Government [Rating] Act 2002 interpretation OWNER being the one who has seized and possessed that incorporeal land.  
The CEO/Council, is the owner, as constituted by Parliament of New Zealand statute law, therefore the CEO/Council is the ratepayer.

: Can the CEO/Council enforce the ratepayer/CEO/Council to pay the rates? Absolutely by Parliament of New Zealand statute law.

As the ratepayer the CEO/Council is liable for the rates upon the incorporeal/fake land that the CEO/Council created by entering the record of title/fee simple title into the CEO/Council owned and operated ratepayer database.

: Why is the CEO/Council failing to pay the rates they are liable for as the ratepayer of their incorporeal/fake land, and stop trying to extort the rates from other parties who are not and never can be liable for rates on incorporeal/fake land which belongs to the CEO/Council as it has been seized and possessed by the CEO/Council?

: Genesis 1:26 God gave man dominion over the land and all things

Real Land/Corporeal Land can never be any part of commerce. Dominion is as a caretaker not ownership.

Real Land or Corporeal Land is to be passed down from generation to generation. It cannot become part of commerce.

: At no time can we the People/Living become the ratepayer for incorporeal/fake land which was created by the CEO/Council for the CEO/Council own commercial purposes. Seized and possessed by the CEO/Council therefore all liability as a ratepayer is on the CEO/Council.

**Correct the record immediately, pursuant to Privacy Act 2020 s 2.**

**: As by Parliament of New Zealand statute Law, there can never be rates upon real/corporeal land, the People/Living can never be liable as a ratepayer, unless prior endorsed written consent is obtained with full disclosure as to what the rates are going to be used for.**

**: We the People/Living know about the LGFA and their weekly tendering of Bills of Exchange, and the other various organisations like the New Zealand Local Government Funding Agency Limited with the Finance Minister and Minister of local Government as the major shareholders, and LGFANZ and numerous other such organisations who are removing money from: we the People/Living investment accounts, for funding the unlawful activity of the CEO/Council.**

**9, Local Government [Rating] Act 2002 section 44 Notice of Rates Assessment.**

**[1] A Local authority must deliver a rates assessment to a ratepayer to give notice of the ratepayer's liability for rates on a rating unit.**

**NOTE:**

**The Local Authority must deliver a rates assessment.**

**: What is a rates assessment?  
Is the assessment a demand for payment? No.**

**: Where must this rates assessment be delivered to?  
The ratepayer.**

**Where is the ratepayer?  
Seized and possessed in the CEO/Council ratepayer's database.**

**Who is the ratepayer?  
The person/legal entity in possession of title incorporeal/fake land, being the record of title/fee simple title.**

Who is the person which has seized and possessed their incorporeal /fake Land called a record of title/fee simple title?  
The CEO/Council, via its rating database.

: Why would the CEO/Council deliver a rates assessment to anyone other than the CEO/Council ratepayer database, when Parliament of New Zealand statute law clearly defines the ratepayer as the CEO/Council?

The CEO/Council is the only entity liable on rates, for the incorporeal /fake land created by the record of title/fee simple title, which is owned by the CEO/Council, seized and possessed in the CEO/Council ratepayer database.

: The Crimes Act 1961 section 240 Obtaining by deception and 260 false accounting, 228 Dishonestly taking or using a document, are but three of numerous Parliament of New Zealand statute law which defines the fraudulent and offensive behavior of the CEO/Council in attempting to extort rates from People/the Living who have no liability for rates on incorporeal/fake land seized, possessed and owned by the CEO/Council.

#### 10, Local Government [Rating] Act 2002 section 46 Rating Invoice

[1] If a rates payment is due for a particular period, the local authority must deliver to the ratepayer a rates invoice for the rating unit.

#### NOTE;

: The same as the rates assessment.

Why would you deliver a rates invoice to People/Living who do not have any legal or lawful interest in incorporeal/fake land created, in the record of title/fee simple title, owned, seized and possessed by the CEO/Council.

Attempting to obtain by deception. Crimes Act 1961.

What makes this worse is the LGFA tender of Bills of Exchange directly backed by the People/Living fund the CEO/Council unlawful behavior.

The People/Living and their corporeal/real land are taken as security by LGFA to back the Bills of Exchange, without the Peoples/Living endorsed written, consent or knowledge.

**11, Local Government [Rating] Act 2002 section 59 Rates are charged against rating unit.**

Rates assessed in respect of a rating unit are a charge against that unit.

**NOTE:**

: Parliament of New Zealand statute law allows for rates to be assessed against a rating unit as defined in the Local Government [Rating] Act 2002.

: The Act clearly defines the rating unit is the incorporeal/fake land created by the CEO/Council in their comprised record of title/fee simple title for which the CEO/Council seize and possess in their ratepayer's database.

: This charge for rates can never be against corporeal/Real Land nor can it ever be against a People/Living man/woman.

Statute law clearly defines it is charged against a person/legal entity.

: The only person/legal entity in a rating unit that rates can be legally and lawfully charged against, are the CEO/Council as legal entities.

The CEO/Council are the entities who have seized and possessed the rating unit in their data base as owners of the comprised land in the record of title/fee simple title.

: There can only be one entity liable on incorporeal/fake land, rates being the CEO/Council.

Remember: Crown Entities Act 2004 S19, Acts in breach of statute are invalid.

To contravene Parliament of New Zealand statute law is to commit an act of **treason, genocide** and other such crimes as it is directly against the People/Sovereign of this land and the state.

**Govern yourself accordingly or you bring Parliament of New Zealand statute law upon yourself.**

#### **MAXIM IN LAW**

**"All are equal before the law"**

**12, Local Government [Rating] Act 2002 section 60 invalidity of rates not ground for refusal to pay rates.**

**A person must not refuse to pay rates on the ground that the rates are invalid unless the person brings proceedings in the High Court to challenge the validity of the rates on the ground that the local authority is not empowered to set or assess the rates on the particular rating unit.**

#### **NOTE:**

#### **MAXIM IN LAW**

**From the words of the law there must be no departure"  
'All are equal before the law"**

**: As the words must be interpreted as it is written the only person/legal entity who can't refuse to pay their rates on the grounds of invalidity is the CEO/Council.**

**: Upon receiving this correct the record, the CEO/Council must pay all rates due in its region, on all incorporeal/fake land it has seized and possessed as owner into its rating database.**

**There is no corporeal/real land recorded into the rating database, as no statute law can provide for such action to happen.**

: The CEO/Council being the only person/legal entity liable on the rates created by its incorporeal/fake land, must stop sending assessments and rate demands to the incorrect People/Living, who are not a person, or the legal entity, who is liable under the Local Government [Rating] Act 2002, as it is written.

: Section 6 of the act states **this act binds the crown**  
The only entity bound by the act is the CEO/Council as a Crown entity.

: The CEO/Council must by law act legally and lawfully by sending the assessment to the correct liable party, which can only be the CEO/Council ratepayer database, being the only person/legal entity who has as owner seized and possessed the incorporeal/fake land which rates are charged upon, and the only entity liable on rates pursuant to Parliament of New Zealand statute law.

: The CEO/Council cannot, unless it files proceedings in the High Court, refuse to pay all its rates upon the incorporeal/fake land it has seized and possessed, as owner of the rating unit and liable ratepayer, into its rating database.

13, Local Government [Rating] Act 2002 section 6 states **Act binds the Crown this act binds the Crown.**

**NOTE:**

**MAXIM IN LAW.**

"What is included is included what is not included is excluded"

: The only entity liable under this statute is the Crown, or a Crown Entity.

: There can be no other entity bound by this enactment, as there is no other entity included in the act.

: This is consistent with all other sections of the act as the owner of the incorporeal/fake land, who has seized and possessed that incorporeal land in its ratepayer database is the CEO/Council.

Therefore, as a Crown Entity they must pay the rates on all the incorporeal land they have seized and possessed in the CEO/Council ratepayer database.

14, Local Government Act 2002 Section 8 states this act does not bind the Crown.

**NOTE:**

If this act does not bind the Crown, who does it bind?  
The only other entity mentioned is the CEO/Council.

Therefore, the only entity bound by this act is the CEO/Council.

: Local Government Act 2002 section 12 **Status and powers**  
[3] Subsection [2] is subject to this act, any other enactment, and the general law.

**NOTE:** The CEO/Council are bound by this act any other enactment and the general law.: Be very clear the CEO/Council are bound by every Parliament of New Zealand statute law as it is written, and Equity Law and Natural Law as they are written.

15, Criminal Procedures Act 2011 section 381 [2] states:

This section and 364 **override every other enactment**, granting people of any description the holders of stated offices, pardon, protection and immunity from civil or criminal liability or both.

**NOTE:**

:Parliament of New Zealand statute law clearly define People/ Living are protected and are immune from civil or criminal liability.

: Of note is the fact section 381(2) and 364 override every other enactment.

This means it overrides/has more power and authority, than the Local Government Act 2002 and the Local Government [Rating] Act 2002.



: Therefore, in law, at law and by law there can be no liability upon the People/ Living to pay any rates or be liable for any rates, on incorporeal/fake land the CEO/Council have created.

**Rates are a civil liability.**

: This is consistent with the Local Government Act 2002 and the Local Government [Rating] Act 2002, as only persons/legal entities are liable to pay rates on incorporeal / fake land.

The only liable, legal entity under the Local Government [Rating] Act 2002 is the owner being the one who has seized and possessed the incorporeal/fake land it has created/composed in the record of title/fee simple title, seizing and possessing that incorporeal land into the owner's ratepayer database.

The owner of the incorporeal/fake land is the CEO/Council. By Parliament of New Zealand statute law the only person/legal entity liable is the CEO/Council.

Any attempt to vary from statute law is to contravention of statute law which is a criminal offence by any transgressor.

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## **MAXIM IN LAW**

"All are equal before the law"

## **IN SUMMARY OF CORRECTING THE RECORD IN ACCORDANCE WITH PARLIAMENT OF NEW ZEALAND STATUTE LAW AND EQUITY LAW.**

16, Parliament of New Zealand statute law as in the Local Government Act 2002 and the Local Government [Rating] Act 2002, clearly defines:

[i] The CEO of any council is the only employee of the council and it is he/she who employs every other secondee.

**[ii]** The CEO/Council are bound by every Parliament of New Zealand statute law, Equity Law and Natural Law in accordance as it is written.

**[iii]** The ratepayer is defined as the CEO/Council being the legal entity which has taken ownership of the incorporeal/fake land, by seizing and possessing the incorporeal/fake land into its ratepayer database.

The ratepayer is a person/legal entity being the CEO/Council.

**[iv]** The rating unit defined by Parliament of New Zealand statute law is the Incorporeal/fake land created/comprised by the record of title/fee simple title, that the CEO/Council has created and taken ownership of by seizing and possessing that incorporeal/fake land called the record of title/fee simple title into its solely owned ratepayer database.

**[v]** The address for the rates assessment and Invoice are the CEO/Council ratepayer database where ever the CEO/Council hold and maintain their incorporeal/fake land register, commonly called the ratepayer database.

**THE CEO/Council must correct the record immediately.**

**[i]** We the People/Living man/woman am not nor can we ever be a person/legal entity.

**[ii]** We the People/Living, can never be the ratepayer attached to or liable for the incorporeal/fake land the CEO/Council has created/comprised in the record of title/fee simple title, and by seizing and possessing that incorporeal/fake land into the CEO/Council database, the CEO/Council has made themselves the only liable entity to that rating unit.

**[iii]** We the People/Living in possession of my corporeal land can never be a liable ratepayer, pursuant to the Local Government [Rating] Act 2002.

**[iv]** We the People/Living in possession of my real/corporeal land, that land can never be the incorporeal/fake land which is liable for rates, under any Parliament of New Zealand statute law.

[v] We the People/Living, am not a person. Therefore we can never be the person in which the CEO/Council send a rates assessment or invoice to.

To send an assessment/invoice to the wrong entity is called attempting to obtain by deception and fraud.

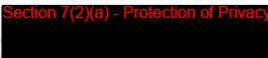
Correct the record immediately to the liable person, for the rates on the incorporeal/fake land the CEO/Council have seized and possessed as owner, being the CEO/Council ratepayer database owned and operated by the liable person, being the CEO/Council.

FOR THE AVOIDANCE OF DOUBT, THE RECORD MUST BE CORRECTED IMMEDIATELY TO COMPLY WITH PARLIAMENT OF NEW ZEALAND STATUTE LAW AND PRIVACY ACT 2020.

CONSIDER THIS NOTICE AS OUR STATEMENT OF CORRECTION. FAILURE TO CORRECT THE RECORD WILL RESULT IN WE THE PEOPLE/LIVING TAKING FURTHER ACTION IN ACCORDANCE WITH THE PRIVACY COMMISSIONER, AGAINST OUR SERVICE PROVIDER.

**GOVERN YOURSELF ACCORDINGLY.**

Date 11th April 2023

Verified by  Section 7(2)(a) - Protection of Privacy

Verified by  Section 7(2)(a) - Protection of Privacy

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20 April 2023

Section 7(2)(a) - Protection of Privacy  
Section 7(2)(a) - Protection of Privacy  
Section 7(2)(a) - Protection of Privacy  
Section 7(2)(a) - Protection of Privacy  
Section 7(2)(a) - Protection of Privacy

Dear [REDACTED] and [REDACTED],

#### Your privacy concerns

You have requested that the Council change your name in our Ratepayer Information Database. Under the Privacy Act 2020, you have the right to ask the Council to correct information about you if you think it is wrong. If we do not agree that the information needs correcting, you can ask that we attach a statement of correction to our records, and we will take reasonable steps to do so.

As far as the Council is aware, the name we have recorded for you on the Ratepayer Information Database is your legal name.

In our view, we have reasonable grounds to believe the name currently recorded is correct, and we will not amend this record in the absence of independent, verifiable evidence.

We welcome you to present additional evidence to support your alleged name change. Upon receipt of this evidence, we will reconsider this decision.

As a side note, if you have changed your name, you are required to notify the Council within one month of doing so under section 36 of the Local Government (Rating) Act 2002.

#### Your obligation to pay rates

You dispute your obligation to pay rates.

We do not accept that your position has any legal merit as allodial legal rights are not recognised under New Zealand law. We encourage you to obtain independent legal advice on the legal validity of your claims.

Please note that rates are levied pursuant to Local Government (Rating) Act 2002 which has been lawfully enacted. You should also be aware that, by virtue of section 60 of the Act, you may not

<b>Tasman District Council</b> Email <a href="mailto:info@tasman.govt.nz">info@tasman.govt.nz</a> Website <a href="http://www.tasman.govt.nz">www.tasman.govt.nz</a> 24 hour assistance	<b>Richmond</b> 189 Queen Street Private Bag 4 Richmond 7050 New Zealand Phone 03 543 8400	<b>Murchison</b> 92 Fairfax Street Murchison 7007 New Zealand Phone 03 523 1013	<b>Motueka</b> 7 Hickmott Place PO Box 123 Motueka 7143 New Zealand Phone 03 528 2022	<b>Tākaka</b> 78 Commercial Street PO Box 74 Tākaka 7142 New Zealand Phone 03 525 9972
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refuse to pay rates on the grounds you claim they are invalid unless you bring legal proceedings in the High Court. You have not issued High Court legal proceedings, and accordingly, you must pay your rates as they fall due.

If you fail to pay your rates, the Council has a number of options available to it – these include applying penalties, seeking payment from your bank (if there is a mortgage on the property) and, as a last resort, initiating proceedings for the sale of the property to recover unpaid rates and Council costs.

However, we would prefer to work with you in order to recover any rates owed. Depending on your circumstances, we can assist you with a repayment plan or you might be eligible for a rebate for the coming rates year.

**Next steps**

If you are not satisfied with our response to your privacy concerns, you may raise your complaint with the Privacy Commissioner.

The Privacy Commissioner can be contacted at:

Phone: 0800 803 909

Post: PO Box 10 094, Wellington 6143

Web: [Office of the Privacy Commissioner](#) | [Complaining to the Privacy Commissioner](#)

If you would like the Council to attach a statement to your record which notes your view that your name is incorrect, please contact the Legal and Democracy Services team at [LGOIMA@tasman.govt.nz](mailto:LGOIMA@tasman.govt.nz).

If you would like to discuss your rates further, please contact the Rates team at [rates@tasman.govt.nz](mailto:rates@tasman.govt.nz) or phone 03 543 8400.

Ngā Mihi



Legal and Democracy Support Officer



: VERITAS-FIDES-CANDOR-FIRMITAS-FLAG.

JUDICIAL-NOTICE

JS029587168GB

1. The word Black – means to be a SLAVE or DEAD!
2. The word Solicitor – means Prostitute.
3. The word Nigerian – means to be DEAD.
4. The word Swear – is blasphemous
5. The word – Naira – means currency for DEAD people.
6. The word Human – means monster.
7. The word parliament – means speaks lies.
8. The word Government – govern means to control and -ment means lies, control-lies
9. The river Niagara – means where they float DEAD people.
10. The word Negro – means Black- and Black Means DEAD!
11. The word Mortgage – means Death Pledge.
12. The word Pharmaceuticals means – Makers of Poisons and Potions.
13. The word white – means European or North African, meaning any of these people in other parts of the world cannot claim nativity, i.e., South

- Africans cannot claim nativity.
14. The word person – is not people but a persona, an actor's mask.
  - 14.1 So when you use the word person then you are saying you are an actor's mask.
  - 14.2 Then you become the subject to the Acts of parliament.
  15. The word Calendar – means book of debtors.
  16. The word Meta-verse – means death of the universe (in Hebrew), i.e., Facebook's parent company Meta.
  17. The word Black's Law Dictionary – means law for the dead.
  18. When a name is written in all capitals it signifies a dead man or woman...
  19. Personage is a crime whereby a third party creates a fictitious name resembling your own and places a charge on it.
  20. Barratry from the Bar Association, deceit, guile, trickery, malpractice, fraud, trickery, etc.

19. To help you not fall into jeopardy we have educated you; under the penalty of perjury, under the misprision rule of a felony & treason, with the facts, with the rules of congruence, and with good faith.
20. All boxes, planes, and perukes etc., in every jurisdiction has been removed.
- 20.1 All liars and wrong doers have no immunity in boxes, planes, perukes, alike.
21. The theatre and its system of management through stage play/s, scripts, productions in the areas of the theatre of war, theatre of commerce, political theatre, street theatre, movie theatres, operating theatres, etc., are on notice.
- 21.1 All those responsible for creating all forms of theatre that cause harm and / or destroy people's lives, physically, spiritually or mentally, are (100%) one hundred percent liable for damages in their private and public capacity.
22. Forgiveness can be asked for as a public confession, and forgiveness can be given in the private and in the public.
- 22.1 You are commanded to forward this text / email to all of your colleagues associates family members etc.
23. Because so much damage has been done by way of barbarism, heinous crimes, insidious conduct, the death sentence will be sought by the Chief-Federal-Postal-Court-Judge, Muster-Master, Plenipotentiary-Judge & 13th of the 13th Month:

Minister of Faith ordained by Section 7(2)(a) - Protection of Privacy

kin to Section 7(2)(a) - Protection of Privacy Anglican Bishop.

British National Passport Number: Section 7(2)(a) - Protection of Privacy Bank-banker.

Live-Birth: Section 7(2)(a) - Protection of Privacy

By

Section 7(2)(a) - Protection of Privacy

Jan 2023  
 22260  
 3641020714207E

Section 7(2)(a) - Protection of Privacy

<https://www.dwmic.net>  
 All Rights Reserved.

January 1st 2023.



Section 7(2)(a) - Protection of Privacy

For attention of:  
 [redacted], acting as Regulatory Officer  
 at Tasman District Council  
 and  
 Leonie Rae, acting as Chief Executive Officer  
 at Tasman District Council  
 p/a 189 Queen Street  
 Richmond

From  
 [redacted] (I, me, my)  
 For written communication purposes only  
 % [redacted]  
 [redacted]  
 copyright/copyclaim

Date: the fourth day of November, two-thousand-and-twenty-two

:Notice to Agent is Notice to Principal and Notice to Principal is Notice to all Agents, all addressed parties jointly and severally as well as their successors, nominees and assignees:

### Affidavit of Conditional Acceptance

- I. I, living man, [redacted] of the family [redacted] doing business as [redacted] affirm being at the age of majority and competent to state and verify this affidavit, solemnly and sincerely affirm the following for the public record:
- a) I, living man, [redacted] am alive and am bound by the lore of Nature and the Creator, living in honour and peace, adhering to the fundamental principle of 'Do No Harm'
  - b) I, living man, [redacted] am not surety to any artificial entity
  - c) I, living man, [redacted] reserve my absolute right to Sui Juris
  - d) I, living man, [redacted] am not giving uninformed consent to any corporate entities, however, neither am I an enemy of such constructs
  - f) Using artificial construct, the artificial person [redacted] was created; this is misleading with intent to deceive, or an error
  - g) The Dog Control Act 1996 binds the Crown<sup>1</sup>
  - h) The Crown trading as HER MAJESTY THE QUEEN IN RIGHT OF NEW ZEALAND CIK0000216105 is an artificial person and corporation aggregate
  - i) Statutes and Acts apply to artificial persons and corporate entities only<sup>2</sup>

#### Preamble:

Although no corporate construct holds authority over living man and woman (an invention by man can never transcend man); TASMAN DISTRICT COUNCIL, a municipal corporation, through its actions and through its representatives is claiming ownership over living man and woman and their private property; Furthermore, TASMAN DISTRICT COUNCIL is failing to, in good faith, answer five questions I posed in a Notice of Conditional Acceptance, concerning their offer to me to re-register my private property [dog] with TASMAN DISTRICT COUNCIL and instead is issuing threats of prosecution, [seizing] of private property and infringement notice in order

1 See Addendum I  
 2 See Addendum I



to achieve compliance with their request; no remedy has been sought by TASMAN DISTRICT COUNCIL;  
claiming of authority over man is slavery, which is punishable under the Crimes Act 1961, section 98 Slavery;

**98 Dealing in slaves**

- (1)  
Every one is liable to imprisonment for a term not exceeding 14 years who, within or outside New Zealand,
- (a) sells, purchases, transfers, barter, lets, hires, or in any way whatsoever deals with any person as a slave; or
  - (b) employs or uses any person as a slave, or permits any person to be so employed or used; or
  - (c) detains, confines, imprisons, carries away, removes, receives, transports, imports, or brings into any place whatsoever any person as a slave or to be dealt with as a slave; or
  - (d) induces any person to sell, let, or give himself or herself, or any other person dependent on him or her or in his or her charge, as a slave; or
  - (e) in any case not covered by paragraph (d), induces any person to sell, let, or give any other person into debt-bondage or serfdom; or
  - (f) builds, fits out, sells, purchases, transfers, lets, hires, uses, provides with personnel, navigates, or serves on board any ship or aircraft for any of the purposes in paragraphs (a) to (e); or
  - (g) for gain or reward gives in marriage or transfers any woman to another person without her consent; or
  - (h) is a party to the inheritance by any person of a woman on the death of her husband; or
  - (i) being a parent or guardian of any child under the age of 18 years, delivers that child to another person with intent that the child or his or her labour shall be exploited; or
  - (j) agrees or offers to do any of the acts mentioned in this subsection.

(2)  
For the purposes of this section—  
**debt-bondage** means the status or condition arising from a pledge by a debtor of his or her personal services, or of the personal services of any person under his or her control, as security for a debt, if the value of those services, as reasonably assessed, is not applied towards the liquidation of the debt or if the length and nature of those services are not limited and defined  
**serfdom** means the status or condition of a tenant who is by any law, custom, or agreement bound to live and labour on land belonging to another person and to render some determinate service to that other person, whether for reward or not, and who is not free to change that status or condition  
**slave** includes, without limitation, a person subject to debt-bondage or serfdom.

Also, from the International Covenant on Civil and Political Rights, United Nations 1966:  
"Article 8. 1. No one shall be held in slavery; slavery and the slave-trade in all their forms shall be prohibited.  
2. No one shall be held in servitude"



II. Time line of events/statement of facts:

1) in May 2022 I receive an "Application" to [re-register] my Property [dog] with the municipal corporation TASMAN DISTRICT COUNCIL <sup>3</sup>;

2) on the nineteenth day of June 2022 I send a Notice of Conditional Acceptance <sup>4</sup> for the attention of Leonie Rae who acts as Chief Executive Officer for TASMAN DISTRICT COUNCIL (NZ Post delivery ticket: [REDACTED], delivered and signed off for on the twenty-second of June 2022, delivery ticket number at top of Notice)

3) In this Notice I ask the following five (5) questions:

- a) Is Leonie Rae, doing business as CEO of the TDC an agent of the Crown?
- b) Is it correct that Leonie Rae, doing business, as CEO of the TDC, is sworn to uphold statute?
- c) Is Leonie Rae, doing business as CEO of the TDC, exempt from the crimes of Slavery as per the Crimes Act 1961 Section 98 Dealing in Slaves, exempt from the Crimes Act 1961 Section 237 Blackmail and exempt from the Crimes Act 1961 Section 240 Obtaining by deception or causing loss by deception; If so, Can We Please receive evidence of these exemptions;
- d) According to the Dog Control Act 1996, Section 3 Act to bind the Crown, can We please be provided with evidence that We : [REDACTED] are an agent of the Crown?
- e) Can Leonie Rae, doing business as CEO of the TDC please provide evidence where in the law it states that a living man has to register their private property?

4) To my Notice of Conditional Acceptance I request a response within fourteen (14) days; however, only on the eighteenth of July 2022, I receive a letter <sup>6</sup> from ' [REDACTED] Democracy Services Manager', replying to my Notice but lacking signature, surname and proper identification;

5) In this letter [REDACTED] informs me that "the council refuses your request for information under section 17(h) of the Local Government Official Information and Meetings Act, on the basis that your request is frivolous or vexatious or that the information requested is trivial. We do not accept that your request has any legal merit."

6) In the same letter, "[REDACTED]" threatens me with [seizure] of my property [dog], an infringement notice and prosecution; these threats are a menace to the wellbeing of i, [REDACTED], my family and my private property, and are an abrogation of my rights according to the constitutional rights under the Magna Carta 1297 section 29; (see Schedule I, Imperial Laws Applications Act 1988):

"Imprisonment, etc. contrary to Law. Administration of Justice.  
No freeman shall be taken or imprisoned, or be disseised of his Freehold, or Liberties, or free customs, or be outlawed, or exiled, or any other wise destroyed, now will We not pass upon

<sup>3</sup> See Exhibit 2  
<sup>4</sup> See Exhibit 3  
<sup>5</sup> See Exhibit 4  
<sup>6</sup> See Exhibit 5

him, nor condemn him, but by lawful judgment of his Peers, or by the Law of the Land. We will sell to no man, we will not deny or defer to any man either Justice or Right".

7) I have assumed that [redacted] is [redacted];

8) On the twenty-second day of July 2022 I reply to [redacted] as well as to Leonie Rae with a 'Notice of Default and Notice of Liability' (my reference [redacted] and [redacted] delivered and signed for with NZ Post ticket [redacted]);

9) I used 'Notice of Default' as neither [redacted] or Leonie Rae nor anybody else who works for the council has answered my questions; (for the sake of completeness and illustration of lack of reply to my Notice of Conditional Acceptance I am including received reminder notices of the twelfth day of July 2022<sup>14</sup> and the ninth day of August 2022<sup>15</sup>);

10) I used 'Notice of Liability' because [redacted] put threats on paper and I hold [redacted] and all other agents of the Tasman District Council liable for any future hurt or damage to me and my property;

11) In my Notice I also point out the people at the council are conspiring to misrepresent the Local Government Official Information and Meetings Act 1987 Section 17(h), as this section is not applicable to my Notice of Conditional Acceptance: the questions in my Notice of Conditional Acceptance pertain to a commercial contract and not to official information as per the Local Government Official Information and Meetings Act 1987 Section 2 Interpretation Official Information (a) to (c); this act of misrepresentation of a Statute is punishable under the

**Crimes Act 1961 Section 111 False statements or declarations**

Every one is liable to imprisonment for a term not exceeding 3 years who, on any occasion on which he is required or permitted by law to make any statement or declaration before any officer or person authorised by law to take or receive it, or before any notary public to be certified by him as such notary, makes a statement or declaration that would amount to perjury if made on oath in a judicial proceeding.

12) I conclude the matter is dismissed based on a) the lack of timely response to my Notice of Conditional Acceptance, plus b) the lack of response to the questions in my Notice of Conditional Acceptance – let alone evidence of -, both points mean tacit acquiescence, plus c) the dishonourable behaviour of the people working for the council (see point 12);

13) on the twenty-fourth day of September, after coming back from a trip, I find "INFRINGEMENT NOTICE [redacted] FOR UNREGISTERED DOG",<sup>10</sup> sent by [redacted] Regulatory Manager at TASMAN DISTRICT COUNCIL;

14) the SUMMARY OF RIGHTS on the back of the infringement notice sums up what rights I do (not) have, and sums up threats of what can be done to me or my private property if I do not do as I'm told;

7 See Exhibit 6 & 7  
 8 See Exhibit 8 & 9  
 9 See Exhibit 10  
 10 See Exhibit 11

15) On the fifth day of October I happily make a donation of hundred New Zealand dollars to the pound, to illustrate this is not about money; and because I suspect the pound is in dire straits, considering the chase for money;

16) on the sixth day of October I send a Notice of Confirmation of Receipt of Letter <sup>11</sup> to [redacted] (NZ Post delivery ticket [redacted]) <sup>12</sup> in which I explain the matter has been dismissed by the tacit acquiescence by Leonie Rae, and informing him my donation is not to pay for registration but to go towards dogs and staff at the pound;

17) on the seventeenth day of October I receive a letter from [redacted] stating "...this [my donation] does not free you from the obligation under the Dog Control Act to register your dog [redacted], [and that] 'not registering [redacted] and pay the associated infringement will result in the matter being sent to Court. Ultimately, you risk [redacted] being seized for non-registration";

18) As per my original Notice of Conditional Acceptance, I am willing to register my private property on the condition it is evidenced that I, as a living man, am lawfully obliged to do so, but until now the people at TASMAN DISTRICT COUNCIL have either refused to evidence this or have not been able to;

Adding to the questions under 3) I now add the following questions:

19) Is it not true that the TASMAN DISTRICT COUNCIL is a municipal corporation, a man-made legal construct, registered with Dun and Bradstreet?

21) Is it not true that an entity created by men can never be above men?

22) Is it not true that an entity created by men can never hold authority over men?

23) Is it not true that a fictitious entity cannot hold or own anything of substance?

24) Is it not true that as a municipal corporation TASMAN DISTRICT COUNCIL is bound by Contract Law?

25) Is it not true that a contract cannot be created under coercion?

26) Is it not true that forcing a contract through coercion and intimidation is fraud?

27) Is it not true that fraud vitiates every transaction and all contracts? If this fraud was not an error, this contract presented is a nullity;

Maxim in law: "Consent makes the law. A contract is a law between the parties, which can acquire force only by consent"

11 See Exhibit 12  
12 See Exhibit 13  
13 See Exhibit 14  
14 See Exhibit 15

28) The representatives of TASMAN DISTRICT COUNCIL have not disclosed what plans they have for my property [dog] and if these plans are obeying the Animal Welfare Act 1999, especially sections 10 and 12a as below; are their intentions kind, caring, respectful and most importantly, protective of the life of my property?

**“Care of animals** *Obligations of owners and of persons in charge of animals*

**10 Obligation in relation to physical, health, and behavioural needs of animals**

The owner of an animal, and every person in charge of an animal, must ensure that the physical, health, and behavioural needs of the animal are met in a manner that is in accordance with both—

- (a) good practice; and
- (b) scientific knowledge.

**12 Animal welfare offences**

A person commits an offence who, being the owner of, or a person in charge of, an animal,—

- (a) fails to comply, in relation to the animal, with [section 10](#);

29) Could it be that the people working for the legal construct of TASMAN DISTRICT COUNCIL are threatening to punish an animal for not being registered with said legal construct?

30) Could it be that the threat to punish an animal is to blackmail and coerce people into obeying your requests, which would be punishable under the following Acts?

**“Crimes Act 1961, Section 237 Blackmail**

(1) Every one commits blackmail who threatens, expressly or by implication, to make any accusation against any person (whether living or dead), to disclose something about any person (whether living or dead), or to cause serious damage to property or endanger the safety of any person with intent—

- (a) to cause the person to whom the threat is made to act in accordance with the will of the person making the threat; and
- (b) to obtain any benefit or to cause loss to any other person.

(2) Every one who acts in the manner described in subsection (1) is guilty of blackmail, even though that person believes that he or she is entitled to the benefit or to cause the loss, unless the making of the threat is, in the circumstances, a reasonable and proper means for effecting his or her purpose.

(3) In this section and in section 239, **benefit** means any benefit, pecuniary advantage, privilege, property, service, or valuable consideration.”

**“Crimes Act 1961 239 Demanding with intent to steal, etc**



(1)  
Every one is liable to imprisonment for a term not exceeding 14 years who, without claim of right, by force or with any threat, compels any person to execute, make, accept, endorse, alter, or destroy any document capable of conferring a pecuniary advantage with intent to obtain any benefit.

(2)  
Every one is liable to imprisonment for a term not exceeding 7 years who, with menaces or by any threat, demands any property from any persons with intent to steal it.”

**“Crimes Act 1961 307 Threatening to destroy property**

(1)  
Every one is liable to imprisonment for a term not exceeding 3 years who sends or causes to be received, knowing the contents thereof, any letter or writing threatening to destroy or damage any property, or to destroy or injure any animal.

(2)  
Nothing shall be an offence against subsection (1) unless it is done without lawful justification or excuse, and without claim of right.”

Maxim: “You are not to do evil that good may come of it”

31) my private property is not a PERSON, not a legal or fictitious construct, not a/the government’s or a/the council’s property; I do not consent to any agent of or working for TASMAN DISTRICT COUNCIL and the CROWN to claim and [seize] my property and treat as theirs, and thus doing so would be theft, punishable pursuant to:

**Crimes Act 1961 Section 219 Theft or stealing**

(1)  
Theft or stealing is the act of,—

(a)  
dishonestly and without claim of right, taking any property with intent to deprive any owner permanently of that property or of any interest in that property; or

(b)  
dishonestly and without claim of right, using or dealing with any property with intent to deprive any owner permanently of that property or of any interest in that property after obtaining possession of, or control over, the property in whatever manner.

(2)  
An intent to deprive any owner permanently of property includes an intent to deal with property in such a manner that—

(a)  
the property cannot be returned to any owner in the same condition; or

(b)  
any owner is likely to be permanently deprived of the property or of any interest in the property.

32) Can you please provide evidence that living man is a PERSON?



33) Because I had already brought Sections 98, 237 and 240 of the Crimes Act 1961 to the attention of Leonie Rae in my Notice of Conditional Acceptance as well as in my Notice of Liability/Notice of Default (and Notice to Principal is Notice to Agent, Notice to Agent is Notice to Principal) there is no excuse for the continuation of bullying, threats and harassments;

The unwillingness to answer my Notice of Conditional Acceptance properly and the discourtesy of the TASMAN DISTRICT COUNCIL staff very unfortunately leads me to the conclusion that the actions of the people working for the council are fraud with intent; there is no excuse for ignorance of the Statutes the Council staff work under;

Maxim in law: "He who does anything through another, is considered as doing it himself"

"Inasmuch as every government is an artificial person, an abstraction, and a creature of the mind only, a government can interface only with other artificial persons. The imaginary, having neither actuality nor substance, is foreclosed from creating and attaining parity with the tangible. The legal manifestation of this is that no government, as well as any law, agency, aspect, court, etc. can concern itself with anything other than corporate, artificial persons and the contracts between them." –S.C.R. 1795, Penhallow v. Doane's Administrators (3 U.S. 54; 1 L.Ed. 57; 3 Dall. 54), Supreme Court of the United States 1795

"Every Man is independent of all laws except those prescribed by nature. He is not bound by any institution formed by his fellow Men without his consent". Cruden V Neale ZNC 338 May Term 1796

### III. Conditional Acceptance

I accept your Claim of Authority regarding permits, penalties, fines and administration of my affairs that are applied without my expressed Consent upon proof and evidence of rebuttal of points 1) to 33) as above;

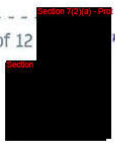
If rebutting the contents of this Affidavit, TASMAN DISTRICT COUNCIL shall rebut point by point with evidence of claim signed under oath or affirmed within fourteen (14) days of receipt of this Affidavit;

If rebutting the contents of this Affidavit, please ensure all words are defined, so I can interpret your claims as intended by the author;

An affidavit that has misleading intent knowingly, is liable for the charges of penalty and perjury, pursuant to the Crimes Act 1961, Section 108;

### IV. Remedy

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Affidavit of Conditional Acceptance.....Page 8 of 12



Failing to respond in an affidavit format point by point within the requested time frame will confirm that the actions of TASMAN DISTRICT COUNCIL and its agents et al and its claims of authority, ownership, administration et al, are all invalid;

TASMAN DISTRICT COUNCIL and its agents are not the authority, they are trustees not beneficiaries for those men and women that give consent in needing assistance in their lives;

Any costs resulting from this matter will be for TASMAN DISTRICT COUNCIL;

Furthermore, all letters and other communication pertaining to any threats that have been made regarding [seizure] of my property, prosecuting me and issuing infringement notices will cease;

Furthermore, all exercises of limiting my rights as a living man to own my private property and to administer my private affairs shall cease forthwith;

Maxim in law: "The law shall not, through the medium of its executive capacity, work a wrong"

I, man, : [REDACTED]; affirm that this affidavit has been written in peace and honour, and is true, correct and not misleading,

at Motueka TASMAN on the 05<sup>th</sup> day of November 2022

[REDACTED]  
Section 7(2)(a) - Protection of Privacy



Verified and affirmed by: [REDACTED]  
Principal beneficiary of the estate of [REDACTED]

All rights reserved

In the presence of, and as duly witnessed by:

**Section 7(2)(a) - Protection of Privacy**



**EXHIBIT NOTE**

This is the annexure marked "1" referred to within the affidavit of [redacted] Section 7(2)(a) - Protection of Privacy  
 and sworn/affirmed at MOTUEKA - Tisman  
 this 05<sup>th</sup> day of November 22 before me [redacted] Section 7(2)(a) - Protection of Privacy  
 Signature [redacted]

Addendum I

Interpretations and definitions of words



**Administer:**  
 to manage or conduct. *Glocksens v. Holmes*, 299 Ky. 626, 185 S.W.2d 634, 637. To discharge the duties of an office; to take charge of business; to manage affairs; to serve in the conduct of affairs, in the application of things to their use; to settle and distribute the estate of a decedent. *Hunter v. City of Louisville*, 208 Ky. 562, 271 W. 690, 691. Also, to give, as an oath; to direct or cause to be taken. *Gilchrist v. Comfort*, 34 N.Y. 239; *Brinson v. State*, 89 Ala. 105, 8 So. 527; *State v. Van Wormer*, 103 Kan. 309, 173 P. 1076, 1081. *Black's Law Dictionary Revised 4<sup>th</sup> Edition* -5. Reference: *Black's Law Dictionary 4<sup>th</sup> edition*

**Artificial:**  
 "created by art or law; existing only by force of or in contemplation of law". Reference: *Black's law Dictionary 1<sup>st</sup> edition*;

**Affidavit:**  
 "a written or printed declaration or statement of facts, made voluntarily, and confirmed by the oath or affirmation of the party making it, taken before an officer having authority to administer such oaths". Reference: *Black's Law Dictionary, 1<sup>st</sup> edition, page 80*;

**Claim:**  
 "a challenge of property or ownership of a thing which is wrongfully withheld; to demand as one's own; to assert. A right or title". Reference: *Black's Law Dictionary, 4<sup>th</sup> edition*

**Conditional:**  
 "That which is dependent upon or granted subject to a condition. As to conditional "Acceptance", "Appearance", "Bequest", "Contract", "Delivery", "Devise", "Fee", "Guaranty", "Judgment", "Legacy", "Limitation", "Obligation", "Pardon", "Privilege", and "Sale", see those lines". Reference: *Black's Law Dictionary, 1<sup>st</sup> edition, page 367*

**Contract:**  
 "An agreement between two or more persons which creates an obligation to do or not to do a particular thing. Its essentials are competent parties, subject matter, a legal consideration, mutuality of agreement and mutuality of obligation". Reference: *Black's Law Dictionary 5<sup>th</sup> edition*

**Corporate:**  
 "Belonging to a corporation; as a corporate name, incorporated; as a corporate body". Reference: *Black's Law Dictionary, 1<sup>st</sup> edition, page 408*;

**Corporation:**  
 "An artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals, who subsist as a body politic under a special denomination, which is regarded in

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 Affidavit of Conditional Acceptance.....Page 10 of 12

[redacted] Section 7(2)(a) - Protection of Privacy

law as having a personality and existence distinct from that of its several members, and which is, by the same authority, vested with the capacity of continuous succession, irrespective of changes in its membership, either in perpetuity or for a limited term of years, and of acting as a unit or a single individual in matters relating to the common purpose of the association, within the scope of the powers and authorities conferred upon such bodies by law". Reference: Black's Law Dictionary, 1<sup>st</sup> edition, page 409;

**Crown:**

Quoting from 'The Laws of New Zealand': "The expression 'the Crown' may refer either to the Sovereign in person or to the executive. In most constitutional discussions, it is used to refer to the latter and to the executive powers of the monarch in whose name many of the activities of government are carried on. In effect, the limitations on the powers of the Crown are now limitations on the powers of the political executive (the government). In this sense, the Crown has legal status as a corporate aggregate, embracing the state 'in all its activities'. The concept of a corporation aggregate predicates the queen at the apex and includes all the departments of state. This concept overtook that of a corporation sole (denoting the King in person) under the greatly expanded functions of the modern state."

**Fraud:**

"an intentional perversion of truth for the purpose of inducing another in reliance upon it with part with some valuable thing belonging to him or to surrender a legal right. A false representation of a matter of fact, whether by words or by conduct, by false or misleading allegations, or by concealment of that which should have been disclosed, which deceives and is intended to deceive another so that they shall act upon it to his legal injury. Any kind of artifice employed by one person to deceive another... a generic term embracing all multifarious means which human ingenuity can devise, and which are resorted to by one individual to get advantage over another by false suggestions or by way by which another is cheated". Reference: Black's Law Dictionary 5<sup>th</sup> edition;

**Person:**

a trade name, corporation, corporate, artificial entity, mask; Natural or artificial person both referring to a corporate entity.

In law, an individual or incorporated group having certain legal rights and responsibilities. Artificial persons include a collection (corporation aggregate) or succession of natural persons (successive officeholders in corporation sole) forming a corporation. References: Black's Law Dictionary 1<sup>st</sup> and 4<sup>th</sup> edition. Webster 1828 Dictionary. Barron's Law Dictionary 3<sup>rd</sup> edition. Uniform Negotiable Instruments Law, § 191; Uniform Sales Act, §76, Uniform Warehouse Receipts Act, §58

**Slavery:**

"The condition of a slave; that civil relation in which one man has absolute power over the life, fortune and liberty of another" Reference: Black's Law Dictionary 1<sup>st</sup> edition

**Surety:**

"A person who is primarily liable for the payment of another's debt or the performance of another's obligation. Although a surety is similar to an insurer, one important difference is that the surety often receives no compensation for assuming liability". Reference: Black's Law Dictionary 7<sup>th</sup> edition

EXHIBIT NOTE	
This is the annexure marked "1" referred to within the affidavit of	Section 7(2)(a) - Protection of Privacy
and sworn/affirmed at	Motueka, TASMAN
Affidavit of Conditional Acceptance.....	this 05 <sup>th</sup> day of November, 2022
	Page 11 of 12
	Section 7(2)(a) - Protection of Privacy

Sui juris:  
"of his own right; possessing full, social and civil right not under any legal disability or the power of another or guardianship". Reference: Black's Law Dictionary, 4<sup>th</sup> edition

Truth is sovereign  
An un rebutted affidavit stands as truth in law  
An un rebutted affidavit is judgment in law  
A lien or claim can be satisfied only through rebuttal by affidavit point by point  
The beneficiary is living man : Section 7(2)(a) - Protection of Privacy  
Agreement is by law of contracts  
legal construct is fraud when reality has been created into a fiction

Section 7(2)(a) - Protection of Privacy

**EXHIBIT NOTE**  
This is the annexure marked " 1 " referred to within the affidavit of Section 7(2)(a) - Protection of Privacy  
and sworn/affirmed at Motueka, TASMAN  
this 05<sup>th</sup> day of November 22 before me Section 7(2)(a) - Protection of Privacy

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Affidavit of Conditional Acceptance..... Section 7(2)(a) - Protection of Privacy .....Page 12 of 12

Section 7(2)(a) - Protection of Privacy Section 7(2)(a) - Protection of Privacy

Exhibit 2

## Application to Register Dog for year ending June 2023

Name: [Redacted]  
Address: [Redacted]

Owner Number: [Redacted]  
Owner's Date of Birth: Supplied  
Phone: [Redacted]  
Mobile: [Redacted]  
Email: [Redacted]  
Valuation Number: [Redacted]

- All dogs must be registered by the age of 3 months.
- A 50% penalty will apply to each registration paid after 31 July.

Name	Breed	Colour	MChpd Y/N	Ntrd Y/N	Age	Sex	Class	Prev Reg	Reg No	Fee
[Redacted]	[Redacted]	[Redacted]	Y	N	[Redacted]	[Redacted]	N	[Redacted]		32.00
<b>Total:</b>										32.00

- Please Note: All registration fees now include National Dog Database levy
- Please make any changes with full details on reverse of form.
  - Microchip Yes/No: Refer to notes on back page of this form.

**Declaration:** I certify that the particulars in this form are, to the best of my knowledge, correct and that I have read the notes on the reverse and, if applicable, amended this form before signing.

Please sign here \_\_\_\_\_

Date \_\_\_\_\_

**!! IMPORTANT - PLEASE READ NOTES ON BACK !!**

**PLEASE DO NOT SEPARATE - RETURN BOTH PORTIONS**

Owner Number: [Redacted]

[Redacted Signature Area]

Dog Name	Tag No.
Copper	[Redacted]

**EXHIBIT NOTE**

This is the signature marked "2" referred to within the affidavit of [Redacted] and sworn/affirmed at Matahaka TASMAN this 25th day of November 22 before me [Redacted]

Total: [Redacted]

Becomes a tax invoices when paid GST Reg No. 51-076-806

EXHIBIT 3

NOTICE TO AGENT IS NOTICE TO PRINCIPAL, NOTICE TO PRINCIPAL IS NOTICE TO AGENT  
 :NOTICE OF CONDITIONAL ACCEPTANCE:  
 :Estoppel Conditions Apply:  
**PRIVATE AND CONFIDENTIAL**

Date: nineteenth of June of the year two-thousand-twenty-two

To:  
 Leonie Rae, doing business as Chief Executive Officer  
 of the Tasman District Council  
 p/a 189 Queen Street  
 Richmond [7050]

: [Redacted] (We, Our, Us)  
 : Section 7(2)(a) - Protection of Privacy  
 : Copyright/copy claim:

**EXHIBIT NOTE**  
 This is the affidavit made on the 5<sup>th</sup> day of November 2022 in the  
 affidavit of [Redacted] in the  
 and sworn/affirmed at Motu, TASMAN  
 this 05<sup>th</sup> day of November 2022  
 Signature [Redacted]

Dear Leonie,

In the matter: [application to register dog for year ending June 2023]

We confirm receipt of an undated letter in May with the offer to register Our property with the company 'Tasman District Council';

We are happy to oblige and pay and sign for this application, however, We would first need a few matters clarified before doing so. Can Leonie Rae, doing business as Chief Executive Officer of the Tasman District Council, from here on referred to as CEO of the TDC, please confirm and provide evidence of the following;

- 1/ Is Leonie Rae, doing business as CEO of the TDC an agent of the Crown?
- 2/ Is it correct that Leonie Rae, doing business as CEO of the TDC, is sworn to uphold statute?
- 3/ Is Leonie Rae, doing business as CEO of the TDC, exempt from the crimes of Slavery as per the Crimes Act 1961 Section 98 Dealing in Slaves, exempt from the Crimes Act 1961 Section 237 Blackmail and exempt from the Crimes Act 1961 Section 240 Obtaining by deception or causing loss by deception; If so, can We please receive evidence of these exemptions?
- 4/ According to the Dog Control Act 1996, Section 3 Act to bind the Crown, can We please be provided with evidence that We :Stephen-Albert: are an agent of the Crown?
- 5/ Can Leonie Rae, doing business as CEO of the TDC please provide evidence where in the law it states that a living man has to register their private property?

Leonie Rae, doing business as CEO of the TDC is reminded of Section 4 of the Local Government Act, Treaty of Waitangi, which stipulates 'Her Majesty the Queen of England confirms and guarantees to the chiefs and Tribes of New Zealand and to the respective families and individuals thereof the full exclusive and undisturbed possession of their Lands and Estates Forests Fisheries and other properties which they may collectively or

[Redacted signature area]

individually possess so long as it is their wish and desire to retain the same in their possession”;

Any jurisdiction assumed by Leonie Rae doing business as CEO of the TDC and by any agent of the company Tasman District Council and the Local Government and any agent working for the Crown to administer the Estate of : [redacted] is hereby removed;

In good faith, Leonie Rae doing business as CEO of the TDC are with the obligation to supply evidence of point 1/, 2/, 3/, 4/, 5/ above subject to Crimes Act 1961 section 111, free from false and misleading statements, in full, within fourteen [14] days of receiving this document via post; failure by Leonie Rae doing business as CEO of the TDC to answer within fourteen [14] days, is acceptance by tacit acquiescence that, Leonie Rae doing business as CEO of the TDC is void of power of attorney to settle the matter as per above and is in breach of trust pursuant to the herein stated acts of this document/instrument, that bind Leonie Rae doing business as CEO of the TDC as Crown agent;

Leonie Rae doing business as CEO of the TDC are with the obligation and duty of oath of office, in good faith, to execute the directive of New Zealand legislation and for Leonie Rae doing business as CEO of the TDC to void the directive of execution of one part of New Zealand legislation is agreement by tacit acquiescence by Leonie Rae doing business as CEO of the TDC all New Zealand legislation is rendered null and void of executive authority, by any/all de facto state/government/judicial/officers/corporate/agencies and/or agent/s/civil servants of the same;

agents as defined by, Secret Commissions Act 1910, section 16 Persons deemed to be agents within the meaning of this act;

Leonie Rae doing business as CEO of the TDC/Trustee is with the capacity of fiduciary pursuant to Public Trust Act 2001 section 4 Interpretation

fiduciary means an administrator, trustee, guardian, committee, manager, liquidator, receiver, agent, or attorney, or a fiduciary in any other capacity with all fiduciary rights and liabilities, section 148 Interpretation fiduciary rights and liabilities includes all rights, capacities, authorities, discretions, duties, and liabilities of the Public Trustee as a fiduciary; liabilities means liabilities, debts, charges, duties, and obligations (whether present or future, actual or contingent, or payable or to be observed or performed in New Zealand or elsewhere);

For this :NOTICE: We man : [redacted] claimant, claim Our rights in equity of sections 52, 53, 54, 55, 56 and 57 of the Crimes Act 1961 as the only true living beneficiary of the [redacted] Estate/Trust Instruments and Property - Property means all property, soil, fixed, movable, tangible, intangible, intellectual, chattel, real estate, electronic and communication equipment of i man : [redacted] : tangata whenua/claimant;

all agents/civil servants/fiduciary of the same who breach their oath of office and/or warrant of office will have their names recorded and will be held liable for all action or inaction, for all words spoken or not spoken, written or not written that is in breach of their oath of office and/or warrant of office

**EXHIBIT NOTE**

This is the [redacted] referred to within the affidavit of [redacted] and sworn/affirmed at [redacted] this [redacted]

*HOLMES - TASMAN*

*25th November 22*

[redacted]

Leonie Rae doing business as CEO of the TDC has fourteen [14] days to respond to the points 1,2/3/4/5/; Failure to respond point by point under penalty of perjury will mean agreement of this notice in its entirety and We will consider the offer to register Our property with the company TDC as closed;

By Nonresident settlor: [Redacted]  
Principal Beneficiary of the Estate of [Redacted]  
All beneficial rights reserved in equity; Errors and Omissions Excepted; Void of Recourse;  
Non Assumpsit

- End notice -

*2025*

**EXHIBIT NOTE**  
This is the annexure marked "3" in the affidavit of [Redacted] and sworn/affirmed at *1102ueka. tasman* this *05* day of *November 22* [Redacted]

**Track&Trace** Delivered by **CourierPost** 

Exhibit 4

Your item  
 Section 7(2)(a) - Protection of Privacy

Report generated Jun 28 2022 2.11 pm

Your parcel has been delivered by your local courier driver based at Nelson Depot. Any questions? Please click the link given below: <a href="https://www.nzpost.co.nz/contact-support/assistance/form">https://www.nzpost.co.nz/contact-support/assistance/form</a>	at 9:19 am	Wednesday	22 June 2022
With courier for delivery	at 6:27 am	Wednesday	22 June 2022
Collected from sender	at 10:43 am	Tuesday	21 June 2022

**EXHIBIT NOTE**

This is the document marked "4" referred to within the affidavit of Section 7(2)(a) - Protection of Privacy and sworn/affirmed at Motueka, Tasman this 05th day of November 2021 before me Section 7(2)(a) - Protection of Privacy

Section 7(2)(a) - Protection of Privacy

For further details of our privacy policy and conditions please visit our website terms of use at <http://www.expresscouriers.co.nz/terms-and-conditions/>

Page 1 of 1

Section 7(2)(a) - Protection of Privacy



Exhibit 5

13 July 2022

Section 7(2)(a) - Protection of Privacy

Dear [Redacted]

**Your obligation to register your dog**

I refer to your letter dated 19 June 2022.

The Council has decided to refuse your request for information under section 17(h) of the Local Government Official Information and Meetings Act, on the basis that your request is frivolous or vexatious or that the information requested is trivial.

We do not accept that your position has any legal merit. It is suggested that you obtain independent legal advice on the legal validity of your claims.

You have raised a challenge to your obligation to register your dog. Failing to register your dog is an offence against the Dog Control Act 1996. If you do not register your dog an infringement notice may be issued, or your dog may be seized and impounded, or you as the owner may be prosecuted. Fees are incurred if an unregistered dog is seized, sustenance fees apply, and your dog must be registered and microchipped prior to its release. Please also note that dog registrations that remain unpaid at 1 August will incur a 50% penalty fee.

You can contact the Council at [dogcontrol@tasman.govt.nz](mailto:dogcontrol@tasman.govt.nz) to discuss this further.

Ngā mihi

[Redacted]  
Democracy Services Officer

**EXHIBIT NOTE**

This is the "5" referred to within the affidavit of [Redacted] and sworn/affirmed at Motueka, Tasman this 05<sup>th</sup> day of November 22 before me [Redacted] Sign [Redacted]

**Tasman District Council**  
 Email [info@tasman.govt.nz](mailto:info@tasman.govt.nz)  
 Website [www.tasman.govt.nz](http://www.tasman.govt.nz)  
 24 hour assistance

**Richmond**  
 189 Queen Street  
 Private Bag 4  
 Richmond 7050  
 New Zealand  
 Phone 03 543 8400

**Murchison**  
 92 Fairfax Street  
 Murchison 7007  
 New Zealand  
 Phone 03 523 1013

**Motueka**  
 7 Hickmott Place  
 PO Box 123  
 Motueka 7143  
 New Zealand  
 Phone 03 528 2022

**Tākaka**  
 78 Commercial Street  
 PO Box 74  
 Tākaka 7142  
 New Zealand  
 Phone 03 525 9972

Exhibit 6

:notice of liability:  
 :notice of default:  
 :Notice to agent is notice to principal, notice to principal is notice to all agents:  
 :Private and confidential:

Date: the twenty-second day of July two-thousand-and-twenty-two

To:  
 [redacted] living woman who sometimes acts as  
 Democracy Services Officer at Tasman District Council  
 as well as in her private capacity  
 p/a 189 Queen Street  
 Richmond [7050]

[redacted] (We, Our, Us)  
 Section 7(2)(a) - Protection of Privacy  
 [redacted]  
 :copyright/copy claim:

In the matter of: your letter of the thirteenth of July, 2022.  
 Our reference: [redacted]

Dear [redacted]

We approach you in both your business capacity as well as in your private capacity.

We confirm receipt of [redacted] reply which was written on behalf of the Tasman District Council, in which [redacted] states that "the council has decided to refuse your request for information under section 17(h) of the Local Government Official Information and Meetings Act, on the basis that your request is frivolous or vexatious or that the information requested is trivial";

We are not asking for official information as per section 2 Interpretation Official Information (a) to (c), instead We posed questions about a commercial transaction, which makes section 17(h) of the Local Government Official Information and Meetings Act completely irrelevant;

Also, [redacted] attempts to dismiss Our Notice but fails to rebut or answer to Our satisfaction any of the matters raised by Us;

Leonie Rae doing business as Chief Executive Officer for Tasman District Council, was with duty of oath of office to simply respond to Our Notice of Conditional Acceptance by replying to all points 1/, 2/, 3/, 4/, 5/ by the sixth of July. Leonie Rae choose to delegate replying to Our Notice to [redacted] and in the very first reply that We have received, [redacted] has not only dismissed Our Notice on the grounds of an irrelevant and inapplicable section of the Act as quoted above but also issued threats of stealing Our property and prosecuting Us for possibly not registering Our private property with you;

Let it be noted that Our intent was honourable and respectful and that this has been met with hostile, threatening behaviour by [redacted] We are therefore hereby putting you on Notice that you are held Liable for trespass by way of harm, loss, theft, extortion, unlawful detainment pursuant to the Crimes Act Sections 236 Blackmail, 239 Demanding with intent to steal, etc. 240 Obtaining by deception or causing loss by deception and unlawful prosecution; please see Our fee schedule.

Further, Contract Law dictates that any contract that is created under duress, through coercion, without full disclosure, with deceit or lies is null and void absolute;

**EXHIBIT NOTE**  
 This is the [redacted] marked "6" [redacted] the affidavit of [redacted] and sworn affirmed at [redacted] this [redacted] day of [redacted] before me [redacted]

:Notice of Liability - Notice of Default: Page 1 of [redacted]

We asked for clarification which should be no problem to answer at all; hence, it is the men and women of the council who refuse to fulfil their fiduciary duty and have rejected the opportunity to seek remedy and offer clarification to Our Notice of Conditional Acceptance; not only that, they also conspired in the spreading of misinformation by applying an irrelevant section of the aforementioned Act to dismiss our Notice; as such this Notice is also a Notice of Default to the men and woman of the Council; and the matter is herewith dismissed based on the unwillingness expressed to clarify Our questions, threats issued by [redacted] on behalf of the Tasman District Council; and improper use of legislation;

We hereby revoke consent to using Our email address and telephone number to correspond on any matter; please be informed that We will only accept correspondence with Us on paper with wet ink signature or autograph, through New Zealand Post, all other means of communication will be disregarded; please adjust your systems accordingly;

Any visits to Our property at the address known as [redacted] in [redacted] will be considered and acted upon as being trespass unless We have given Our written consent to enter Our property to any agent/s of the Crown, any agent/s of the Tasman District Council or anybody acting under orders of the Tasman District Council;

Any further actions required from Us in this matter will require upfront payment as per Our Fee Schedule below; in the event that invoicing becomes necessary, involved amounts are due fifteen days after date of receipt of invoice. We reserve the sole authority to add to or alter said fee schedule and its fees and may do so at any time;

**:Fee Schedule:**

Any agent of the Crown, any Tasman District Council agent, anybody acting under the orders of anybody at the Tasman District Council, interfering with Our freedom, physical integrity, psychological wellbeing, or Our private property will from today, the twenty-second of July 2022 as per below point 1/ to point 12/ be held personally liable for the following charges:

- 1/ Dealing with each item of correspondence by notice, letter, email, text or phone call: the sum of \$500 (five hundred New Zealand dollars) plus \$9 (nine New Zealand dollars) per minute;
- 2/ Sharing Our personal data (name, address, email, telephone, etc) with any other party, business, organisation or Crown agency without Our written consent: the sum of \$5,000 (five-thousand New Zealand dollars);
- 3/ Detention from free movement: the sum of \$10,000 (ten-thousand New Zealand dollars) per hour or part thereof;
- 4/ Kidnapping: the sum of \$20,000 (twenty-thousand New Zealand dollars) per hour or part thereof;
- 5/ Imprisonment: the sum of \$30,000 (thirty-thousand New Zealand dollars) per hour or part thereof;
- 6/ Theft and confiscation of private property, property meaning all property, soil, fixed, movable, tangible, intangible, intellectual property, real estate, electronic and communication equipment of Us: the value of the item bought as new, multiplied by ten (10):

**EXHIBIT NOTE**  
This is the affidavit of [redacted] and sworn/affirmed at Matueka TASMAN this 12<sup>th</sup> day of November 22.  
[redacted] Section 7(2)(a) - Protection of Privacy

Notice of Liability - Notice of Default :



7/ Theft or harassment of any living property owned lawfully and/or legally by Us; living property meaning all/any animals, the sum of \$50,000 (fifty-thousand New Zealand dollars) per occurrence;

8/ Loss of use of confiscated conveyance or equipment: \$5,000 (five-thousand New Zealand dollars) per day per item;

9/ Extracting a signature under duress to force a contract: the sum of \$20,000 (twenty-thousand New Zealand dollars);

10/ Trespass onto Our legally and lawfully owned property: \$500,000 (five-hundred-thousand New Zealand dollars)

11/ Violation of any of the sections of the Bill of Rights Act 1990 will incur a charge of \$50,000 (fifty-thousand New Zealand dollars) plus \$10,000 (ten-thousand New Zealand dollars) per threat/occurrence, per day or part thereof where applicable;

12/ Distress and mental anguish caused by any of the above items: the sum of \$10,000 (ten-thousand New Zealand dollars) per day that distress continues;

13/ Our Court appearance: the sum of \$45,000 (thirty-thousand New Zealand dollars);



14/ Harassment by way of threats of any of the above : \$20,000 New Zealand dollars per occurrence;


Note: it is not Our intention to harass, intimidate, offend, conspire, blackmail, coerce or cause anxiety, alarm or distress; this Notice of Liability and Notice of Default is presented with honourable and peaceful intentions, without ill-will, frivolity, vexation or intent to raise trivial matters;

By: nonresident-settlor   
Principal Beneficiary of the Estate of 

All beneficial rights reserved in equity, errors and omissions excepted, void of recourse, non assumpsit

**EXHIBIT NOTE**

This is the recourse sought "6" referred to within the affidavit of  - end notices  
and sworn/affirmed at Mourea Tasman  
this 05th day of November 22 before me 



CC: Leonie Rae doing business as Chief Executive Officer of Tasman District Council

Exhibit 7

Addendum

Section 7(2)(a) - Protection of Privacy

Please note the attached Notice of Liability/Notice of Default is addressed to you in the Private as well as in the Public;  
We hold you liable as a Living Woman placing your personal hand to this correspondence;  
Lack of understanding as to your personal liability at natural law cannot and will not excuse you; We hold you personally liable for all your actions against Us;

We urge you to consider carefully your mounting liability at law (as distinct from Legal) and position yourself as an honourable Living Woman communicating with honourable Living Men and Women in which bullying, coercion, threats and intimidation have no place and should not and can not be tolerated under any law; whether from men and women in the private or from men and women hiding behind corporations like Tasman District Council;

Maxim

What otherwise is good and just, if it be sought by force and fraud becomes bad and unjust.



**EXHIBIT NOTE**  
This is the annexure marked "7" referred to within the affidavit of [redacted] and sworn/affirmed at Motueka, TASMAN this 25th November 2013.  
[redacted]

Section 7(2)(a) - Protection of Privacy

Exhibit 8

:notice of liability:

:notice of default:

:Notice to agent is notice to principal, notice to principal is notice to all agents:

:Private and confidential:

Date: the twenty-second day of July two-thousand-and-twenty-two

To:

Leonie Rae, living woman who sometimes acts as  
 Chief Executive Officer at Tasman District Council  
 as well as in her private capacity  
 p/a 189 Queen Street  
 Richmond [7050]

Section 7(2)(a) - Protection of Privacy  
 (We, Our, Us)  
Section 7(2)(a) - Protection of Privacy  
 :copyright/copy claim:

In the matter of: your letter of the thirteenth of July, 2022.

Our reference: Section 7(2)(a) - Protection of Privacy

Dear Leonie,

**EXHIBIT NOTE**  
 This is the signature marked "8" referred to within the  
Section 7(2)(a) - Protection of Privacy  
 affidavit of  
 and sworn/affirmed at Hopuena, Tasman  
 this 05th day of November 22 before me  
Section 7(2)(a) - Protection of Privacy  
 Signature:

We approach you in both your business capacity as well as in your private capacity.

We confirm receipt of Section 7(2)(a) - Protection of Privacy reply which was written on behalf of the Tasman District Council, in which Section 7(2)(a) - Protection of Privacy states that "the council has decided to refuse your request for information under section 17(h) of the Local Government Official Information and Meetings Act, on the basis that your request is frivolous or vexatious or that the information requested is trivial";

We are not asking for official information as per section 2 Interpretation Official Information (a) to (c), instead We posed questions about a commercial transaction, which makes section 17(h) of the Local Government Official Information and Meetings Act completely irrelevant;

Also, Section 7(2)(a) - Protection of Privacy attempts to dismiss Our Notice but fails to rebut or answer to Our satisfaction any of the matters raised by Us;

Leonie Rae doing business as Chief Executive Officer for Tasman District Council, was with duty of oath of office to simply respond to Our Notice of Conditional Acceptance by replying to all points 1/, 2/, 3/, 4/, 5/ by the sixth of July. Leonie Rae choose to delegate replying to Our Notice to Section 7(2)(a) - Protection of Privacy and in the very first reply that We have received, Section 7(2)(a) - Protection of Privacy has not only dismissed Our Notice on the grounds of an irrelevant and inapplicable section of the Act as quoted above but also issued threats of stealing Our property and prosecuting Us for possibly not registering Our private property with you;

Let it be noted that Our intent was honourable and respectful and that this has been met with hostile, threatening behaviour by Section 7(2)(a) - Protection of Privacy. We are therefore hereby putting you on Notice that you are held Liable for trespass by way of harm, loss, theft, extortion, unlawful detainment pursuant to the Crimes Act Sections 236 Blackmail, 239 Demanding with intent to steal, etc. 240 Obtaining by deception or causing loss by deception and unlawful prosecution; please see Our fee schedule. Further, Contract Law dictates that any contract that is created under duress, through coercion, without full disclosure, with deceit or lies is null and void absolute;

:Notice of Liability - Notice of Default:

Page 1 of 3

Section 7(2)(a) - Protection of Privacy

We asked for clarification which should be no problem to answer at all; hence, it is the men and women of the council who refuse to fulfil their fiduciary duty and have rejected the opportunity to seek remedy and offer clarification to Our Notice of Conditional Acceptance; not only that, they also conspired in the spreading of misinformation by applying an irrelevant section of the aforementioned Act to dismiss our Notice; as such this Notice is also a Notice of Default to the men and woman of the Council; and the matter is herewith dismissed based on the unwillingness expressed to clarify Our questions, threats issued by [redacted] on behalf of the Tasman District Council; and improper use of legislation;

We hereby revoke consent to using Our email address and telephone number to correspond on any matter; please be informed that We will only accept correspondence with Us on paper with wet ink signature or autograph, through New Zealand Post, all other means of communication will be disregarded; please adjust your systems accordingly;

Any visits to Our property at the address known as [redacted] in [redacted] will be considered and acted upon as being trespass unless We have given Our written consent to enter Our property to any agent/s of the Crown, any agent/s of the Tasman District Council or anybody acting under orders of the Tasman District Council;

Any further actions required from Us in this matter will require upfront payment as per Our Fee Schedule below; in the event that invoicing becomes necessary, involved amounts are due fifteen days after date of receipt of invoice. We reserve the sole authority to add to or alter said fee schedule and its fees and may do so at any time;

**:Fee Schedule:**

Any agent of the Crown, any Tasman District Council agent, anybody acting under the orders of anybody at the Tasman District Council, interfering with Our freedom, physical integrity, psychological wellbeing, or Our private property will from today, the twenty-second of July 2022 as per below point 1/ to point 12/ be held personally liable for the following charges:

- 1/ Dealing with each item of correspondence by notice, letter, email, text or phone call: the sum of \$500 (five hundred New Zealand dollars) plus \$9 (nine New Zealand dollars) per minute;
- 2/ Sharing Our personal data (name, address, email, telephone, etc) with any other party, business, organisation or Crown agency without Our written consent: the sum of \$5,000 (five-thousand New Zealand dollars);
- 3/ Detention from free movement: the sum of \$10,000 (ten-thousand New Zealand dollars) per hour or part thereof;
- 4/ Kidnapping: the sum of \$20,000 (twenty-thousand New Zealand dollars) per hour or part thereof;
- 5/ Imprisonment: the sum of \$30,000 (thirty-thousand New Zealand dollars) per hour or part thereof;
- 6/ Theft and confiscation of private property, property meaning all property, soil, fixed, movable, tangible, intangible, intellectual, chattel, real estate, electronic and communication equipment of Us: the value of the item bought as new, multiplied by ten (10);

**EXHIBIT NOTE**  
 This is the annexure marked "8" in the affidavit of [redacted] Section 7(2)(a) - Protection of Privacy  
 and sworn/affirmed at Hokitia, Tasman  
 this 05<sup>th</sup> day of November 2022 Notice of Liability - Notice of Default :  
 [redacted] Section 7(2)(a) - Protection of Privacy

7/ Theft or harassment of any living property owned lawfully and/or legally by Us; living property meaning all/any animals, the sum of \$50,000 (fifty-thousand New Zealand dollars) per occurrence;

8/ Loss of use of confiscated conveyance or equipment: \$5,000 (five-thousand New Zealand dollars) per day per item;

9/ Extracting a signature under duress to force a contract: the sum of \$20,000 (twenty-thousand New Zealand dollars);

10/ Trespass onto Our legally and lawfully owned property: \$500,000 (five-hundred-thousand New Zealand dollars)

11/ Violation of any of the sections of the Bill of Rights Act 1990 will incur a charge of \$50,000 (fifty-thousand New Zealand dollars) plus \$10,000 (ten-thousand New Zealand dollars) per threat/occurrence, per day or part thereof where applicable;

12/ Distress and mental anguish caused by any of the above items: the sum of \$10,000 (ten-thousand New Zealand dollars) per day that distress continues;

13/ Our Court appearance: the sum of \$45,000 (thirty-thousand New Zealand dollars);

14/ Harassment by way of threats of any of the above : \$20,000 New Zealand dollars per occurrence;

Note: it is not Our intention to harass, intimidate, offend, conspire, blackmail, coerce or cause anxiety, alarm or distress; this Notice of Liability and Notice of Default is presented with honourable and peaceful intentions, without ill-will, frivolity, vexation or intent to raise t

**EXHIBIT NOTE**  
 This is the agreement marked "8" referred to within the affidavit of [redacted] Section 7(2)(a) - Protection of Privacy  
 and sworn/affirmed at Matueka, TASMAN  
 this 05<sup>th</sup> day of November, 22 before me [redacted] Section 7(2)(a) - Protection of Privacy  
 Signature: [redacted] Section 7(2)(a) - Protection of Privacy

By: nonresident settlor [redacted] Section 7(2)(a) - Protection of Privacy  
 Principal Beneficiary of the Estate of [redacted] Section 7(2)(a) - Protection of Privacy

All beneficial rights reserved in equity, errors and omissions excepted, void of recourse, non assumpsit

- end notices -



CC: [redacted] doing business as Democracy Services Officer of Tasman District Council



Exhibit 9

Addendum

Leonie Rae,

Please note the attached Notice of Liability/Notice of Default is addressed to you in the Private as well as in the Public;  
We hold you liable as a Living Woman placing your personal hand to this correspondence;  
Lack of understanding as to your personal liability at natural law cannot and will not excuse you; We hold you personally liable for all your actions against Us;

We urge you to consider carefully your mounting liability at law (as distinct from Legal) and position yourself as an honourable Living Woman communicating with honourable Living Men and Women in which bullying, coercion, threats and intimidation have no place and should not and can not be tolerated under any law; whether from men and women in the private or from men and women hiding behind corporations like Tasman District Council;

Maxim

What otherwise is good and just, if it be sought by force and fraud, becomes bad and unjust.

**EXHIBIT NOTE**

This is the annexure marked "9" of the affidavit of [redacted] and sworn/affirmed at **TAIAREKA-TASMAN** this **25th** day of **November 2022**

Signature [redacted]

Section 7(2)(a) - Protection of Privacy

Section 7(2)(a) - Protection of Privacy



Exhibit 10

**Your item**

Section 7(2)(a) - Protection of Privacy

Report generated Jul 25 2022 6.50 pm

Your parcel has been delivered by your local courier driver based at Nelson Depot and signed for by [redacted]. Any questions? Please click the link given below: <a href="https://www.nzpost.co.nz/contact-support/assistance/form">https://www.nzpost.co.nz/contact-support/assistance/form</a>	at 7:54 am	Monday	25 July 2022
With courier for delivery	at 5:33 am	Monday	25 July 2022
With courier for delivery	at 7:13 am	Saturday	23 July 2022
Collected from sender	at 3:44 pm	Friday	22 July 2022

Signed for by :

Section 7(2)(a) - Protection of Privacy

CONTACTLES

**EXHIBIT NOTE**

This is the affidavit of [redacted] and sworn/affirmed at HAUKEA, TASMAN this 05th day of November, 22 before me [redacted]

Section 7(2)(a) - Protection of Privacy

For further details of our privacy policy and conditions please visit our website terms of use at <http://www.expresscouriers.co.nz/terms-and-conditions/>

Page 1 of 1

CourierPost

E-mail: [dog.control@tasman.govt.nz](mailto:dog.control@tasman.govt.nz)

14 September 2022

Exhibit 11

Section 7(2)(a) - Protection of Privacy  
 [Redacted]

Dear [Redacted]

**INFRINGEMENT NOTICE [Redacted] FOR UNREGISTERED DOG**  
**Owner No [Redacted]**

A check of the Council's dog database indicates your dog [Redacted] is not registered for the current registration year (01 July 2022 to 30 June 2023).

The Dog Control Act 1996 (DCA) requires dogs over the age of three months to be registered annually with their local authority.

Failure to register a dog is an offence against the DCA Section 42; the penalty is an infringement fee of \$300.00. An Infringement Notice is enclosed; a summary of your rights can be found on the reverse side.

Council has gone to some effort to ensure dog owners are aware of the requirement to register their dogs and has given dog owners every opportunity to do so. In regards to dogs which remain unregistered after 1 September 2022 Council considers that the issuing of infringement notices is a reasonable course of action.

Your dog(s) are still required to be registered and payment of the fine does not absolve you of this responsibility. Payment can be made at any of our Council service centers, online at [www.tasman.govt.nz/do-it-online/payment/online-payment](http://www.tasman.govt.nz/do-it-online/payment/online-payment) or by direct debit to Tasman District Council account 12-3193-0002048-03 use [Redacted] as the reference.

Yours Sincerely

Section 7(2)(a) - Protection of Privacy  
 [Redacted]

Section 7(2)(a) - Protection of Privacy  
**Regulatory Manager**

**EXHIBIT NOTE**  
 This is the a [Redacted] "11" referred to within the affidavit of [Redacted] and sworn/affirmed at Motueka, TASMAN this 05<sup>th</sup> day of November, 2022 before me [Redacted]  
 Section 7(2)(a) - Protection of Privacy

**Tasman District Council**  
 Email [info@tasman.govt.nz](mailto:info@tasman.govt.nz)  
 Website [www.tasman.govt.nz](http://www.tasman.govt.nz)  
 24 hour assistance

**Richmond**  
 189 Queen Street  
 Private Bag 4  
 Richmond 7050  
 New Zealand  
 Phone 03 543 8400

**Murchison**  
 92 Fairfax Street  
 Murchison 7007  
 New Zealand  
 Phone 03 523 1013

**Motueka**  
 7 Hickmott Place  
 PO Box 123  
 Motueka 7143  
 New Zealand  
 Phone 03 528 2022

**Tākaka**  
 78 Commercial Street  
 PO Box 74  
 Tākaka 7142  
 New Zealand  
 Phone 03 525 9972

Section 7(2)(a) - Protection of Privacy  
 [Redacted]

Exhibit 12

:Notice to agent is notice to principal, notice to principal is notice to all agents:  
 :Notice of confirmation of receipt of letter:

[Redacted] acting as Regulatory Manager at  
 Tasman District Council  
 p/a/ 189 Queen Street  
 Richmond [7050]

[Redacted]  
 Section 7(2)(a) - Protection of Privacy  
 [Redacted]  
 copyright/copy claim

Dear [Redacted]

We confirm receipt of your letter dated 14/09/22. We have been away for a trip and we trust we have your understanding for our consequently late reply;

Please note that the issue of Our property's registration has already been dismissed by silent acquiescence of Leonie Rae with whom We raised the matter of your offer to register Our private property with the council;

We do, however care deeply about the wellbeing of the dogs that are looked after at the pound as well as the men and women that work there, and We feel compelled to contributing to the good work that is being done and so We have made a donation of \$100 towards the daily ongoings at the Dog Pound and care of the dogs;

Our donation is not a registration of Our private property; donation has been made from [Redacted] reference 'donation';

Kind regards,

**EXHIBIT NOTE**  
 This is the annexure marked "12" referred to within the affidavit of [Redacted] Section 7(2)(a) - Protection of Privacy  
 and sworn/affirmed at Matueka, TASMAN  
 this 25<sup>th</sup> day of November 22, 2022 before me  
 [Redacted] Signature Section 7(2)(a) - Protection of Privacy

[Redacted] Section 7(2)(a) - Protection of Privacy

By: nonresident settlor [Redacted] Section 7(2)(a) - Protection of Privacy

Principal Beneficiary of the Estate of [Redacted] Section 7(2)(a) - Protection of Privacy  
 All beneficial rights reserved in equity, errors and omissions excepted, void of recourse, non assumptit

- end notice -

[Redacted]  
 [Redacted]  
  
 New Zealand  
 [Redacted] Section 7(2)(a) - Protection of Privacy



Exhibit 13

**PROOF OF DELIVERY**  
Section 7(2)(a) - Protection of Privacy

Report generated  
October 23 2022 at 03:54 pm

Delivered	08.25 am	Friday October 7 2022
With courier for delivery	07.09 am	Friday October 7 2022
Collected from sender	01.56 pm	Thursday October 6 2022

Signed for by:

Section 7(2)(a) - Protection of Privacy

**EXHIBIT NOTE**

This is the annexure marked "13" referred to within the affidavit of

Section 7(2)(a) - Protection of Privacy

and sworn/affirmed at

Motueka, TASMAN

25<sup>th</sup> day of

November, 2022

Section 7(2)(a) - Protection of Privacy

Section 7(2)(a) - Protection of Privacy

Any questions? Get in touch! [nzpost.co.nz/contact-form](https://nzpost.co.nz/contact-form)

To view our privacy policy and terms & conditions visit [nzpost.co.nz/terms-of-business](https://nzpost.co.nz/terms-of-business)

2023 Dog Registration Reminder

Exhibit 14



**Subject:** 2023 Dog Registration Reminder  
**From:** [redacted] <[redacted]@tasman.govt.nz>  
**Date:** 12/07/2022 10:07 am  
**To:** " [redacted] " <[redacted] >

Please ignore this email if you have registered your dog prior to 12<sup>th</sup> July 2022

Dear, [redacted]

**Dog Owner Number:** [redacted]

This is a friendly reminder that dog registration for the July 2022 – June 2023 period should be paid by the 1<sup>st</sup> of August, 2022.

The Dog Control Act 1996 allows for a 50% penalty to be added to the registration fee of all dogs over the age of 3 months not registered by the 1<sup>st</sup> of August each year.

The penalty fee will be applied from the 8<sup>th</sup> of August, 2022:

- Rural dogs (properties over 1 hectare) prior to 5 August \$32, after 8 August \$48.00
- Urban dogs (properties under 1 hectare) prior to 5 August \$53, after 8 August \$79.50

You can make payment:

- By credit card Via the TDC website <https://www.tasman.govt.nz/do-it-online/payment/online-payment/#now>
- By internet banking to TDC Acct 12-3193-0002048-03
- For both methods use your dog owner number as the reference
- Tags will be posted out.

Please advise by return email if:

- You no longer own a dog.
- You have not received a dog registration application
- You would like to discuss payment options, or
- You no longer reside in the Tasman District.

**EXHIBIT NOTE**  
This is the signature marked "114" referred to within the affidavit of [redacted] and sworn/affirmed at [redacted] this 05<sup>th</sup> day of November, 2022.  
[redacted] Signature [redacted]

Please accept our apologies and advise by return email if you are not the intended recipient of this email.

Regards

The Dog Control Team  
Tasman District Council  
[dogcontrol@tasman.govt.nz](mailto:dogcontrol@tasman.govt.nz)

[redacted]  
Regulatory Support Officer  
Call +64 3 543 8400 | [redacted]@tasman.govt.nz



Dog Registration Penalty 1 July 2022 to 30 June 2023

Exhibit 15



**Subject:** Dog Registration Penalty 1 July 2022 to 30 June 2023  
**From:** <dogcontrol@tasman.govt.nz>  
**Date:** 9/08/2022 11:57 am  
**To:** <[redacted] - Protection of Privacy>

Customer No. [redacted]

Owner No. [redacted]

Dear [redacted]

**EXHIBIT NOTE**  
This is the affidavit marked "15" referred to within the affidavit of [redacted] - Protection of Privacy and sworn/affirmed at Motueka, TASMAN this 05<sup>th</sup> day of November 2022 before me [redacted] - Protection of Privacy  
Signature: [redacted]

Attached to this email is your Dog Registration reminder form.

To view your Dog Registration you may need [Adobe Acrobat Reader](#).

If you have no changes to make and just need to make payment then please go to our online payment section "Do It Online" here: <https://www.tasman.govt.nz/do-it-online/payment>

If you need to make changes update or change dog details eg notify micro-chip number, change your contact details, add or remove a dog or transfer a dog to another person (please provide that persons name and contact details) then email these changes to dogcontrol@tasman.govt.nz. You will then receive an updated registration form.

Registration tags will be posted out. The default style of tag is a strip tag. If you would prefer a disc tag please advise by email to dogcontrol@tasman.govt.nz.

A copy of the Dog Control Act 1996 and Tasman District Council Dog Control Policy and Bylaw 2014 can be found at: <https://www.tasman.govt.nz/my-property/animal-control/dog-control>.

If you have already made payment please contact us urgently so this matter can be sorted.

Call +64 3 543 8400  
Private Bag 4, Richmond 7050, NZ



**SUBSCRIBE TO REAL-TIME LOCAL UPDATES AND REPORT ISSUES TO US QUICKLY AND EASILY**

 **Antenno**  
Be Informed. Get Involved.

This e-mail message and any attached files may contain confidential information, and may be subject to legal professional privilege. If you are not the intended recipient, please delete



18 November 2022

section 7(2)(a) - Protection of Privacy  
section 7(2)(a) - Protection of Privacy  
section 7(2)(a) - Protection of Privacy  
section 7(2)(a) - Protection of Privacy

Dear [REDACTED]

I refer to your letter received on 4 November 2022.

The Council does not accept that your position has any legal merit as allodial legal rights are not recognised under New Zealand law. It is suggested that you obtain independent legal advice on the legal validity of your claims.

You have raised a challenge to your obligation to pay rates. Please note that rates are levied pursuant to Local Government (Rating) Act 2002 which has been lawfully enacted. You should also be aware that, by virtue of section 60 of that Act, you may not refuse to pay rates on the grounds you claim they are invalid unless you bring legal proceedings in the High Court. You have not issued High Court legal proceedings, and accordingly, you must pay your rates as they fall due.

If you fail to pay your rates then the Council has a number of options available to it – these include imposing penalties, demanding payment from your bank (if there is a mortgage on the property) and as a last resort demanding the sale of the property to recover unpaid rates and Council costs.

However, the Council would prefer to work with you in order to recover any rates owed – depending on your circumstances we can assist you with a repayment plan, or you might be eligible for a rebate for the coming rates year.

You can contact the Council on [rates@tasman.govt.nz](mailto:rates@tasman.govt.nz) or phone 03 543 8400 to discuss this further.

Yours sincerely

[REDACTED]  
Legal and Democracy Support Officer

**Tasman District Council**  
Email [info@tasman.govt.nz](mailto:info@tasman.govt.nz)  
Website [www.tasman.govt.nz](http://www.tasman.govt.nz)  
24 hour assistance

**Richmond**  
189 Queen Street  
Private Bag 4  
Richmond 7050  
New Zealand  
Phone 03 543 8400

**Murchison**  
92 Fairfax Street  
Murchison 7007  
New Zealand  
Phone 03 523 1013

**Motueka**  
7 Hickmott Place  
PO Box 123  
Motueka 7143  
New Zealand  
Phone 03 528 2022

**Tākaka**  
78 Commercial Street  
PO Box 74  
Tākaka 7142  
New Zealand  
Phone 03 525 9972



20<sup>th</sup> September 2022

Section 7(2)(a) - Protection of Privacy and Section 7(2)(a) - Protection of Privacy

Chief Executive Officer  
**Leonie Rae**  
Tasman District Council TDC  
189 Queen Street  
Richmond, Nelson

Rates Invoice for Valuation Roll Number [redacted]  
Rating Year 1 July 2022 to 30 June 2023 – Instalment Date 1 August 2022

Dear **Leonie Rae**,  
Please refer to unsigned letter dated 1 August 2022 Rates Invoice for Valuation Roll Number [redacted]

**Leonie Rae** acting as Chief Executive Officer Tasman District Council did not reply to and rebut an Affidavit and rates Notice, stamped as received 23 June 2022. This unrebutted Affidavit therefore stands as truth. We are happy to send another copy on request. Refer also to our letter dated 26<sup>th</sup> July 2022 and the Fee Schedule attached thereto – enclosed herewith please find an Invoice covering the two “Rates Invoices” you have sent us.

We note that our letter dated 27<sup>th</sup> June and received by Tasman District Council on 28<sup>th</sup> June 2022, in which we offered in honour to pay a portion of Rates, has not been responded to. This offer is now withdrawn.

All communication must be on hard copy paper and signed in ink by a living man or woman.

With respect, please clarify the following within the next 14 days

1. Is **Leonie Rae** an Agent of the Crown?
2. Is **Leonie Rae** sworn to uphold New Zealand Legislation?
3. Is **Leonie Rae** willing to take the stand to testify to veracity of above claim?
4. If so, would **Leonie Rae** please forward to Us a copy of signed contract to the above;
5. **Leonie Rae** – would claims made in the Invoice dated 1 August 2022 Rates Invoice for Valuation Roll Number [redacted] be in breach of S.240 of the Crimes Act 1961?
6. Should this Rates Invoice for Valuation Roll Number [redacted] be treated as discharged for misrepresentation under S.40 of Contract and Commercial Law Act 2017?

**Notice**

We believe this is a fraudulent claim for unjust enrichment and any further attempts to extort money will require a bona fide claim signed by **Leonie Rae** under her own full commercial liability in order for Us to address full accountability and seek legal recourse under the Foreign Affairs Act 1988 and the Secret Commissions Act 1910 pt.2 Interpretations.

Without malice or mischief, with sincerity and honour

By: [redacted]

All absolute rights reserved

Section 7(2)(a) - Protection of Privacy



INVOICE from

Date: 19<sup>th</sup> September 2022

Section 7(2)(a) - Protection of Privacy and Section 7(2)(a) - Protection of Privacy  
Section 7(2)(a) - Protection of Privacy

To: Tasman District Council  
 C/- 189 Queen Street  
 Richmond 7050, NZ

As per our Fee Schedule

Letter/notice sent by mail received 8 <sup>th</sup> August 2022	\$1000-00
Letter/notice sent by mail received 29 <sup>th</sup> August 2022	\$1000-00
	<hr/>
<b>TOTAL AMOUNT DUE &amp; PAYABLE within 21 days</b>	<b>\$2000-00</b>
	=====

Bank details for payments:

Section 7(2)(a) - Protection of Privacy  
 Account Name: Section 7(2)(a) - Protection of Privacy





**tasman** | Te Kaunihera o  
district council **te tai o Aorere**

Private Bag 4, Richmond 7050, New Zealand



 **001.70<sup>0</sup>** Permit  
New Zealand **552** 70 10  
Permit No. **P302/5/12 0204327**



*Return to Sender*



**SAVE TIME, GET IT ONLINE.**  
Receive your rates invoice by email  
Register now at [tasman.govt.nz](http://tasman.govt.nz)

*Fraud detected.*

Private Bag 4, Richmond 7050, New Zealand



**R**

WHAT YOU S

*Return to Sender*

New Zealand  
Permit No. 552

**Permit**



28 September 2022

Section 7(2)(b) - Protection of Privacy

Section 7(2)(a) - Protection of Privacy

Section 7(2)(a) - Protection of Privacy

Section 7(2)(a) - Protection of Privacy

Section 7(2)(a) - Protection of Privacy

Dear **Section 7(2)(a) - Protection of Privacy**,

I refer to your letter dated 20 September 2022 in regard to your rates invoice.

The Council does not accept that your position has any legal merit and is not recognised under New Zealand law. It is suggested that you obtain independent legal advice on the legal validity of your claims.

You have raised a challenge to your obligation to pay rates. Please note that rates are levied pursuant to Local Government (Rating) Act 2002 which has been lawfully enacted. You should also be aware that, by virtue of section 60 of that legislation, you may not refuse to pay rates on the grounds you claim they are invalid unless you bring legal proceedings in the High Court. You have not issued High Court legal proceedings, and accordingly, you must pay your rates as they fall due.

If you fail to pay your rates then the Council has a number of options available to it – these include imposing penalties, demanding payment from your bank (if there is a mortgage on the property) and as a last resort demanding the sale of the property to recover unpaid rates and Council costs.

However, the Council would prefer to work with you in order to recover any rates owed – depending on your circumstances we can assist you with a repayment plan, or you might be eligible for a rebate for the coming rates year.

You can contact the Council's Rates department on [rates@tasman.govt.nz](mailto:rates@tasman.govt.nz) or phone 03 543 8400 to discuss this further.

In relation to your requests for information the Council has decided to refuse your request for information under section 17(h) of the Local Government Official Information and Meetings Act, on the basis that your request is frivolous or vexatious or that the information requested is trivial.

Yours sincerely

**Section 7(2)(a) - Protection of Privacy**