

Affidavit of Obligation
Commercial Lien
A Verified Plain Statement of Fact

The Parties

Claimant:

The Sovereign Nation of Shetland
Ocracuoy, Cunningsburgh, Shetland.

Authorised Representative: Stuart Hill

Hereinafter known as “Lien Claimant”

Respondent:

Jonathan Brierly

Chief Executive of OFGEM

c/o Commonwealth House, 32 Albion Street, Glasgow, G1 1LH

And as the man

Hereinafter known as “Lien Debtor”

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

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

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

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

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

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

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

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

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

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

****Bouvier’s Maxims****

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

Bouv. Inst. n. 3061.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Fraud

Criminal Fraud in Scotland; The Fraud Advisory Panel:

“The term ‘fraud’ refers to the deliberate use of deception or dishonesty to disadvantage or cause loss (usually financial) to another person or party.”

In the UK; LAZARUS ESTATES LTD V BEASLEY: CA 1956, References: [1956] 1 QB 702, [1956] 1 All ER 341:

Lord Denning: ‘No Court in this land will allow a person to keep an advantage he has obtained by fraud. No judgment of a court, no order of a Minister, can be allowed to stand if it has been obtained by fraud. Fraud unravels everything. The court is careful not to find fraud unless it is distinctly pleaded and proved; but once it is proved it vitiates judgments, contracts and all transactions whatsoever.

In the USA; 37 Am Jur 2d, Section 8

Fraud vitiates every transaction and all contracts. Indeed, the principle is often stated, in broad and sweeping language, that fraud destroys the validity of everything into which it enters”

Unidroit:

Article 3.8 – Fraud

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

Private & International Law

Unidroit Principles of International Commercial Contracts

Article 5.1.3 – Cooperation between the parties

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

Article 7.3.4 – Adequate Assurance of Due Performance

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

Article 7.4.1 – Right to damages

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

Article 7.4.2 – Full compensation

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

(2) Such harm may be nonpecuniary and includes, for instance, physical suffering and emotional distress.

Allegations:

The following allegations arise from the conduct of Lien Debtor, indirectly and/or directly, in relation to an agreement between the parties, having regard to acting in the capacity of an officer of an organisation purporting to have business in Shetland.

It is alleged by the Lien Claimant and agreed by the Lien Debtor that the United Kingdom Crown claims to have sovereignty in the archipelago landmass commonly known as Shetland; and

It is alleged by the Lien Claimant and agreed by the Lien Debtor that there is an agenda by various interested parties to support the United Kingdom Crown's position; and

It is alleged by the Lien Claimant and agreed by the Lien Debtor that there is no evidence to support the United Kingdom Crown's position; and

It is alleged by the Lien Claimant and agreed by the Lien Debtor that there is evidence to prove the contrary; and

It is alleged by the Lien Claimant and agreed by the Lien Debtor that no governmental organisation operating under United Kingdom legislation has automatic right of authority in Shetland; and

It is alleged by the Lien Claimant and agreed by the Lien Debtor that if any governmental organisation operating under United Kingdom legislation takes any action in Shetland, said organisation acts outside its authority; and

It is alleged by the Lien Claimant and agreed by the Lien Debtor that if any governmental organisation operating under United Kingdom legislation takes any action in Shetland, said organisation acts fraudulently; and

It is alleged by the Lien Claimant and agreed by the Lien Debtor that if any individual employed by such governmental organisation operating under Scottish legislation takes any official action in Shetland, said individual acts fraudulently; and

It is alleged by the Lien Claimant and agreed by the Lien Debtor that any such individual renounces any immunity granted by their position; and

It is alleged by the Lien Claimant and agreed by the Lien Debtor that any such individual acts at their own personal liability; and

It is alleged by the Lien Claimant and agreed by the Lien Debtor that no private organisation operating under United Kingdom legislation has automatic right of authority in Shetland; and

It is alleged by the Lien Claimant and agreed by the Lien Debtor that if any private organisation operating under United Kingdom legislation takes any action in Shetland, said organisation acts outside its authority; and

It is alleged by the Lien Claimant and agreed by the Lien Debtor that if any private organisation operating under United Kingdom legislation takes any action in Shetland, said organisation acts fraudulently; and

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It is alleged by the Lien Claimant and agreed by the Lien Debtor that any such individual acts at their own personal liability; and

It is alleged by the Lien Claimant and agreed by the Lien Debtor that no governmental organisation operating under Scottish legislation has automatic right of authority in Shetland; and

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It is alleged by the Lien Claimant and agreed by the Lien Debtor that any such individual acts at their own personal liability; and

It is alleged by the Lien Claimant and agreed by the Lien Debtor that no Scottish court purporting to have jurisdiction in Shetland, when challenged, has been able to show proof of its jurisdiction; and

It is alleged by the Lien Claimant and agreed by the Lien Debtor that any Scottish court purporting to have jurisdiction in Shetland, is a false court; and

It is alleged by the Lien Claimant and agreed by the Lien Debtor that any Scottish court purporting to have jurisdiction in Shetland, acts fraudulently; and

It is alleged by the Lien Claimant and agreed by the Lien Debtor that these fraudulent practices by governmental organisations, private organisations and courts have been, and are, to the detriment and harm of the people of Shetland; and

It is alleged by the Lien Claimant and agreed by the Lien Debtor that said fraudulent practices have caused loss and harm to the people of Shetland; and

It is alleged by the Lien Claimant and agreed by the Lien Debtor that there is no bond of record in existence, nor any source of indemnification regarding these false practices; and

It is alleged by the Lien Claimant and agreed by the Lien Debtor that a person who, with full knowledge of a potential harm, whether caused directly by the person or not, that person, endowed with the ability and or duty to act upon the said knowledge in a way so as to avoid or otherwise mitigate the potential harm, who fails to do said actions, is liable for the inevitable harm caused, and or may be found negligent where there is a duty of care; and

It is alleged by the Lien Claimant and agreed by the Lien Debtor that it is a **fundamental principle of law** that nobody is above the law including, but not limited to all government actors and;

It is alleged by the Lien Claimant and agreed by the Lien Debtor that immunity from prosecution only applies when said actors are performing the actions of their office **in good faith**.

There is no evidence to suggest that Lien Debtor, by its dishonour of Lien Claimant's Acceptance of Offer and Notice of liability dated the fifteenth day of July two thousand and twenty as well as Notice of Fault and opportunity to Cure dated the twentieth day of August in the year two thousand and twenty and Notice of Default dated the twenty-eighth day of September in the year two thousand and twenty, is not concealing material facts pertaining to any existing and legally enforceable agreement between the parties, and Lien Claimant believes that no such evidence exists.

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

Ledgering

For the avoidance of doubt, this document is a security interest expressing the value of Lien Claimant's natural, equitable and legal rights over all the property, income and assets of Lien Debtor, to the value expressed within this document and on the attached invoice. Lien Claimant hereby charges this instrument in

the sum of Total Lien Value: GBP £123,000,000.00, subject to additional default charges.

Default Conditions

Lien Debtor is given 21 days to deliver to Lien Claimant material evidence in support of an appropriate point-for-point rebuttal under oath or affirmation of the foregoing allegations. Failure to repudiate or rebut with material evidence every allegation made will result in Lien Debtor becoming immediately liable for the payment of £123,000,000.00. Triple Damages will also be added to the debt if Lien Debtor's default is not cured..

Affirmation

I, Stuart Hill, Authorised Representative for The Sovereign Nation of Shetland (Lien Claimant), hereby affirm upon my own unlimited commercial liability and under penalty of perjury, that I have read all of the contents of this Affidavit of Obligation, and to the very best of my knowledge, I believe that the facts expressed herein are true, correct and complete.

A handwritten signature in black ink, appearing to read 'Stuart Hill', is written over a circular red wax seal. The seal features a raised, embossed design of a lion rampant, which is the coat of arms of the Sovereign Nation of Shetland.

Signed, sealed and executed by Stuart Hill, a man, Acting First Minister and sovereign in my own right by virtue of allodial ownership of my land, Authorised Representative for The Sovereign Nation of Shetland (Lien Claimant) All Rights Reserved – Without Prejudice – Without Recourse – Non-Assumpsit.

The word of a sovereign needs no corroboration.

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

Void where prohibited by law.

Errors & Omissions Excepted.

