

## Addendum

Hearing 2<sup>nd</sup> May 2012

No 2MA90015 Jones v Clarke

For the attention of David of the family Foskett

### ASSUMPTIONS & PRESUMPTIONS

Hereby removed, are all assumptions and presumptions of the legal fiction MICHAEL CLARKE.

### IDENTITY

I write to you David of the family Foskett as the flesh and blood man and not as the Legal Fiction, not out of any disrespect but because I am Michael of the family Clarke not the Legal Fiction MICHAEL CLARKE whom I have revoked association with. Also in this instant matter your refusal to supply a jury court leaves this hearing as unlawful as I have refused any consent and therefore I believe renders your position not in any authoritarian capacity, your authoritarian capacity comes I believe with all party consent which you do not have. This situation should you decide not to dismiss it or transfer it to a common law court with Jury, leaves you liable personally and open to the suffering of a commercial lien due to the torts you will make us as a family suffer.

### COMMERCE PREVENTION

By any attempt to intercede in this lawful process of a commercial lien is effectively an attempt to pervert the course of justice under tort law. Also I am entitled as a free man to carry on the conduct of commerce and if the hearing is attempting to prevent commerce then surely this must apply to the defendants as well in our claim against them or is this just a one sided game where its fine for the legal fraternity to conduct commerce but not for us mere mortals. Is the hearing suggesting banning me from any sort of commerce, and if that is so then how would one pay their charges of £25000. Are you trying to restrict the private commerce of the flesh and blood man Michael of the family Clarke?

### BILLS OF EXCHANGE ACT 1882

Under this act, a document served and not rebutted, in a service by a bill of exchange, by way of a signature, by recorded delivery, is in fact a BILL OF EXCHANGE unrebutted.

### LIABILITY WRIT

You, David of the family Foskett would be in effect leaving me with no choice; in any action to prevent this commercial lien is in fact where you would be seeking to accept the liability and therefore leaving me no choice but to issue you the private man a commercial writ of liability for the full sum of £9.1 million.

### REFLECTING ON THE POSITION: OUR SUMMARY

The hearing has no right to assume that I am the legal fiction MICHAEL CLARKE. I have a request & a right under common law for a jury. You have no claim over me the flesh and blood man without my consent. One legal profession judged by another legal profession is biased and so a jury of 12 equal peers is the correct thing to do. One Judge in an administration is not a judge without consent he is simply an administrator. My rights in commerce would be prevented in any attempted injunction against the commercial lien collection by the administrator David of the family Foskett whom would in effect be assuming liability in this matter. There is no remedy in this type of administration hearing where one legal person with another represents a conflict of interest that I cannot and will not consent to.

### INSURANCE BONDING DETAILS

Please provide advice of the insurance bonding details for all parties because though it has been asked for it has not been forthcoming.

*MR Clarke* Michael of the family Clarke