

How to deal with the Sheriff of The Court

Protect your property – know your rights – stand your ground

NOTE: While this is written from a South African legal perspective, most of this will apply in other countries like USA, UK, Australia, Ireland, New Zealand, and others – with possibly minor adaptation. The point is that the monetary system is controlled by the same international bankers and the laws that they have set up to protect their empire is virtually the same. Every country has their own version of the Bills of Exchange – and Promissory Notes make a part of this system.

Every day millions of people around the world are deprived of their property when a Sheriff of the court, or a Court Bailiff, or other, arrives at their home and begins to remove or attach their property – in most cases unexpectedly and also unlawfully.

But because our laws were not written to benefit people, but to rather uphold the rights of the corporations, the average person does not know what to say or what their rights are to prevent their property from being taken against their will.

The business of a Sheriff is not an ordinary private business or private enterprise. While they do operate as a business, they are heavily regulated and tightly governed by statute law – this works in favour of the people if they know what to say.

This document outlines what has come to our attention as the legal and lawful rights of all people, and what seems to be legal loophole in the system for our benefit – to pay the sheriff with a lawful PROMISSORY Note, drawn up by you and endorsed by you – when he/she arrives on your doorstep unexpectedly.

Such situations are highly stressful and people panic and go into shock and forget their own rights or how to respond. So please pay careful attention and memorise this information – it has to come naturally to you so that you do not panic and stumble on your words when facing a sheriff.

There is nothing to be afraid of – just having the courage to know your rights and how to stand your ground. Knowledge is power – use it for your own benefit.

If this does not make sense to you, then you need to understand two things:

1. You need to understand how the money and banking system works outside the scope of this document; and
2. A Promissory Note is defined as “incorporeal property” and lawful means of payment in most countries of the world; and
3. Accept that to a certain degree at least, this is a legal loophole that we can use to the benefit of the people against the draconian and unlawful activities of the banks and government.

In South Africa, the settlement of a debt using ‘incorporeal property’ is, prescribed among other places, in the High Court Rules of South Africa as follows:

Rule 45 (8) If incorporeal property, whether movable or immovable, is available for attachment, it may be attached without the necessity of a prior application to court in the manner hereinafter provided:

(a) Where the property or right to be attached is a lease or a bill of exchange, promissory note, bond or other security for the payment of money, the attachment shall be complete only when-

- (i) notice has been given by the sheriff to the lessor and lessee, mortgagor and mortgagee or person liable on the bill of exchange or promissory note or security as the case may be, and*
- (ii) the sheriff shall have taken possession of the writing (if any) evidencing the lease, or of the bill of exchange or promissory note, bond or other security as the case may be, and*

We have it on record from a hearing in the South Gauteng High Court, in the matter between STD Bank vs Tellingier, that the banks accept payment in Bills of Exchange AND Promissory Notes. The attached promissory note is compiled from its relevant definitions in the South African Bills of Exchange Act – see attachment.

NOTICE: This form of payment should only be used for banks – not to pay other people or small companies. They do not know what to do with such a form of payment – banks do.

It is therefore our opinion that you can use a Promissory Note, drawn up by you, to pay the Sheriff because it is a payment to the Bank. You should not use this method for the settlement of non-bank debts.

The Sheriff has his instructions and must follow strict legal guidelines. He is not a legal expert especially on the issue of promissory notes and Bills of Exchange – therefore it is not his place to enter into an argument with you about the merits of the form of payment. You have to stand your ground on this point.

If the Sheriff does not accept your payment, then he must complete a Return of Service sheet to return to the bank's attorneys and furnish you with a copy.

Here is the sequence of events that the Ubuntu Party recommends. You have been conditioned to be terrified of a Sheriff or other persons of authority. Please study this and try to feel comfortable with all this information so that it is easy to remember what to do. Do not panic – do not be afraid.

Have the following handy:

- A piece of paper and a pen,
- A small black book that you can purchase from any stationary store,
- Print out the attached promissory note with your details and serial number on it – have a few ready in your home in a place that you can find easily .
- If you are able (not critical) record or film the entire conversation with a camera, cell phone or recording device.

Sequence of events:

- 1) The Sheriff arrives and will most likely introduce himself as being “from the Sheriff's office.” This is not good enough.
- 2) Ask him/her for ID – do not let them onto the without ID that states he/she is a Sheriff of the Court. Best is to stop them at the gate or door. Copy all relevant details down onto the piece of paper. Don't rush. Take your time and be thorough.
- 3) Demand a copy of the “writ of attachment” or “execution” or “valuation” – take a good look at it and make sure it is what he says it

is. Again, take your time. Look for anything out of the ordinary (incorrect dates, pages not signed, etc.)

- 4) Look for the total amount written on his documents – but don't comment or mention anything at this stage.
- 5) Say the following: ***I am willing and able to dispense with payment immediately, please wait here while I get it.***
- 6) Fetch your blank Promissory Note (attached) and “black book” to write the details of the NOTE in.
- 7) Ask the Sheriff for the “**all total**”. Say to him: “*What is the ‘all total – or full and final settlement to dispose of this matter?’*”
- 8) The “all total” is the full amount including costs; interest; fees; sheriff's costs; attorney costs, and any other fees that may have been approved by the tax master.
- 9) The sheriff will most likely make a call to the lawyers for the ‘all total.’
- 10) Get the total amount from the Sheriff and fill in the Promissory Note.
- 11) If sheriff asks what you are doing, say that “you are tendering payment, please be patient.”
- 12) If he continues to ask what you are tendering, say: “I am settling this with a Promissory Note – it's something like a cheque, but a Promissory Note is guaranteed because it is a liquid negotiable instrument. Kindly check High Court Rule 48 (8) (a) under “incorporeal property” for confirmation.
- 13) Do not be scared to sound like a robot or if you sound funny reading it out loud. The performance of a Sheriff is robotic in itself, so do not worry about how you sound.
- 14) In your “black book,” fill in the details of your Promissory Note, the same way that you would fill in a cheque stub for your records. Date – Amount – To whom – Serial number of your promissory note
- 15) Then you sign below the information and hand the book to the sheriff to sign – do this rapidly “Please just sign here” and hand him the pen. Urge him to sign.
- 16) Hand him the Promissory Note only after he has signed the black book.

- 17) ***If he signs the book***, the matter is closed and he has accepted your payment. He now has to file a *Return of Service* stating that he received payment of Rand/Dollars/etc – **and he has to leave your premises.**
- 18) Demand a copy of the Sheriff's *Return of Service* document, that clearly shows that a payment of ...xxx...rand/dollars was received from you.
- 19) The bank has **three days** to challenge or refuse your payment by means of a special petition. If they do not petition within 3 days the matter is settled. The Sheriff cannot come back with the same summons.
- 20) The bank will have to start a whole new legal action against you with a new summons.
- 21) ***If he refuses to sign*** and obstructs the process, repeat to him that you are attempting to settle the full amount or the "all total" and that he is obstructing you to do so. Say: *"I hereby state for the record that I am attempting to settle the all total with a lawful payment via my Promissory Note and you are obstructing me and preventing me from doing so."*
- 22) Continue: "The payment is made in terms of the Bills of Exchange Act 34 of 1964 as amended by Act 56 of 2000; and it is also a settlement in full as specified in terms of High Court Rule 45(8)(a)"
- 23) If sheriff continues to be difficult not understanding what you are doing and wanting to proceed with his normal routine of attachment, tell him the following.
- 24) "I have tendered your full payment of ..xxx... rand/dollars and you have refused acceptance without qualification. I demand that you endorse on your ***Return of Service*** that you have refused to accept a lawful payment in the amount of ..xxx.. Rand/dollars, and rejected without qualification my payment.
- 25) The sheriff is not entitled to refuse a payment because he is an **agent** – make him aware of it. In other words, explain to him that he is an agent operating as an intermediary and he is bound by the rules of the Court and the rules pertaining to Sheriffs.

- 26) He must, as an agent, receive a lawful form of payment. Further explain him that he is **not acting according to his mandate**.
- 27) Demand a copy of the sheriff's Return of Service.
- 28) The sheriff may NOT proceed with any attachments on your property OR even writing up any items, because:
 - a) You have tendered lawful payment -**AND** –
 - b) He has issued you with a Return of Service - **OR** –
 - c) He has refused payment and needs to file a *Return of Service* to the bank that states what transpired.
- 29) If the Sheriff insists on entering and attaching your property, ask him to leave or you will call the police.
- 30) NOTE: Sheriff's have been widely known to call "their own police" who are usually police acting outside their mandate, paid for by the Sheriff. Should this occur, you must call the police yourself. It is also highly recommended that you have friends on speed dial who can show up to support you and act as witnesses. You must get names and ID numbers of all police who you encounter.
- 31) Remember that this is a CIVIL matter between the Bank and you – it is NOT a CRIMINAL matter – so the police may not assist the Sheriff in entering your home.
- 32) The Police are there to maintain the PEACE – so if the Sheriff wants to enter your property by force, the police should protect you.
- 33) The Sheriff needs to present different documents that rely on proof of a criminal offence to get assistance from the police. Stand your ground on this issue.
- 34) Inform him that he has **exceeded his mandate** and he is now trespassing.
- 35) Ask the police to arrest the Sheriff for unlawful entry and trespassing, after you have warned him, and ask them to charge him with *intent to remove your property without cause*.
- 36) **An additional charge may be:** an attempt to extort money from you without legal invoice. This is the '**all total**' that the sheriff gave you earlier, without an official invoice. Nobody can demand payment without an invoice.

- 37) There may also be a possible case of fraud against the Sheriff and the lawyers and the bank, who gave him the '**all total**'. Because the total will most likely not be accurate – the common practice by the lawyers is to inflate these amounts without adding it up accurately. Put simply, if they feel you are ready to pay, the lawyers may inflate the amount, in belief that you are willing to settle. This is another reason why you should record the conversation.
- 38) The sheriff may be guilty of refusing lawful payment; extorting money without an invoice and inflating the amount payable.

See generic Promissory Note below. Please adapt it with your details – create your own sequence of serial numbers for each consecutive note; print out a few blank notes; and keep them in a safe place with easy access. This Promissory Note is suitable for South Africa and other countries where the existing money no longer states "I promise to pay the bearer".

We suggest that in the UK and other countries, where it still states as such, the promissory note may not need the Terms & Conditions of payment, but be a pure "promissory note". The state will claim that their notes are underwritten by the treasury and therefore have value – which is not really true. Because the state depends on the goodwill of the people to have "trust" in the state currency, which is an empty promise to pay, since the currency is not supported by any precious metals.

The people, on the other hand, may claim that their Promissory Notes are underwritten by the ***One People's Public Trust 1776***, of which every living breathing human being is automatically a beneficiary and therefore can use the TRUST to underwrite their own promissory notes. The OPPT was established on 10 September 2012, by its own Declaration and Order, lodged with UCC office in Washington, DC, under filing number 2012096074 and is a bona fide TRUST of the people of the planet.

Promissory Note: NO:

Tender in terms of the Bills of Exchange Act 34 of 1964 as amended up to Bills of Exchange Amendment Act 56 of 2000; AND Settlement in terms of High Court Rule 45(8)(a)

This Promissory NOTE was issued at:

_____ (Place)

Date: _____

AMOUNT: _____ (in numbers)

AMOUNT: _____

_____ (written)

This certifies that

I, _____, ID Number: _____

Hereby promise to pay _____ (HOLDER) the full amount specified, on this NOTE, for value recieved.

Terms & Conditions

The payment will be made in monthly instalments of R 500 (five hundred rand) per month, on the 7th (seventh) day of every consecutive month until the obligation has been fulfilled. The payment can be obtained by the HOLDER at _____. I hereby give permission to the HOLDER and/or the HOLDER IN DUE COURSE of this Promissory Note, to use this NOTE in any way necessary as a negotiable instrument to be financially traded on; whereas such trade shall terminate the obligation herein.

Date

Signature