

Dissertation, on simulation.

Language: example of testimony provided to the court, in a case – Cabot Financial Ltd, with Wright & Hassall Legal Representation on an alleged enforceable debt from Sainsbury's Bank. The writer was the Legal representative for the Defendant.

Observe the **sworn testimony** here presented as deposed, and provide the **meaning** you understand from this testimony.

Background

2. The Defendant took out a Sainsbury's Credit Card, account number [REDACTED] 02 ("the Account") on 4 October 2011. The Account was assigned to the Claimant on 27 November 2012.

Examine the above testimony & make a note of your immediate reaction to its meaning. Essentially, **what** is this about?

With your reaction now noted, are you satisfied with your judgement reached, or would you have asked anything further?

In the 2017 pre-trial exchange, I asked their para-legal a simple question. Can you guess what that was?

Here it was: Your testimony states: *The defendant took out a Sainsbury's Credit Card...* Please clarify, **took out...** (*from a completed construction,*) **from what?** Her Purse, Handbag, House, Car or what?

Her immediate reply was: **an agreement.**

That reply was an **interpretation**, rather than the **plain** literal meaning.

Bear in mind the **plain** meaning, of the words, suggests one of my alternatives, but the probability of recording that as a fact, **5 years later**, looks completely unlikely. Would anyone make a record of taking something like a card, out of a **handbag**, for testimony 5-6 years later? While this could be a fact, verifying it would involve recording devices. But this is **sworn for truth**, meaning it should have corresponded/agreed with the **facts** at the time, **and be verifiable**, with a probability barely above 0, as the Defendant may have been at work, all that day or equally likely, not **taken** any cards 'out' at all.

Clearly the grammatical construction lacks completeness, in a way that **simulates** & avoids depositing a false representation, as that card had been used commencing in the years 2000-2001.

In Law, **the literal rule** is: when the words of the statute are given their **plain** ordinary meaning and applied **without interpreting** any other possible meanings.

This result completed yet another **false representation** & contradiction to the twenty or so, for the hearing, their claim was dismissed on the 3rd contradiction. Their claim relied on using the literal indicative **fact-mood** text, without those facts being verified or even verifiable, beginning with a failure to sign the claim form with the name of an **individual** instead of a generic company name Wright & Hassall, put forward **as** a name, Wright Hassall. **Logic Language Law** – LoLaLa.uk See page: IRREFUTABLE PROOF OF FAILURE TO VERIFY.

In simple terms **CPR rules 32** requires: **20.2 To verify** a witness statement the statement of truth is **as follows:**

'**I believe** that the facts stated in this witness statement are true'.

Note The personal **reflexive pronoun** 'I' cannot be used or signed by any entity other than the individual – being *myself*. The name of the L. R. is Wright & Hassall, partnership surnames formed some 170 years ago, their signature for '**I believe**' is **not** the name of an individual, living!

Depending upon your familiarity with the language, you may derive several meanings from this text. Indeed are you aware that there are several distinct meanings from a piece of text, depending upon its **completeness** of grammatical construction.

One meaning is likely to be the **interpretation**, and the other is the ordinary **plain/literal** meaning. Further clarification of these distinctions are found in the Cambridge Grammar of English **ellipsis paras 94**, later I became aware of the **judicial plain literal meaning rule**.

If your speciality is other than logic or language, then please think about this distinction carefully.

The most immediate reaction, as was their **para legal's** being questioned by myself. is likely to be the customary meaning **construed** from understanding & **interpreting** the situational/textual **ellipsis** of key words, but, in this situation, that makes one a **tacit accomplice** to a **false or misleading representation**.

What was your immediate understanding, was it the **plain** or **interpreted** meaning?

Further exposition follows:

This sworn testimony was deposed **10** months after the claim was issued by Wright & Hassall, on behalf of Cabot Financial Ltd, purporting to be assigned from a Sainsbury's Bank credit card.

This is presented to you for your examination and conclusion as to its fuller import & meaning. The reasons for the ensuing scrutiny & questioning is related to the disciplines of **Logic & Language**.

The first question, reiterated, is: **What do you understand from its two statements?** Please note your comments for comparison with the explanations that follow.

Dates: Claim filed **24/03/2016** , Witness statement: **16/01/2017**, about 10 months later.

Background

2. The Defendant took out a Sainsbury's Credit Card, account number [REDACTED] 02 ("the Account") on 4 October 2011. The Account was assigned to the Claimant on 27 November 2012.

The Logic.

The excerpt above contains **two** proposition, each **begs the question**, namely **assumes** the truth of its conclusion **without** providing any independent proof, verification or support, in Classical terms they are *petitio principii* – *circular reasonng*.

Noteworthy comments can be made on the total unambiguous **lack of references** that would be expected and could have provided supporting reasons for their claim:

1. **No statement or reference** of default between 4th Oct. 2011 and 27th Nov. 2012? **1 Year**, begs the questions, so **short** a period of usage, & without mention of a default, **why** assign?

2. Equally, **no single reference or reasons**, for the clear absence of any procedure such as **pre-action protocol** between 2012 and 2016? **Four years of inaction & silence!**
3. **One year** from 'taking out' a card to presumably default looks highly unusual. This complete inactivity discloses a sole focus on **assuming** the claim without any substantiation.
4. **Five years** of non-payment towards the alleged debt, that is now close to the last of the 6 year limit of the Statute of Limitations. And 5 years **without** any claim lodged, **begs several questions? E.G. Why** assign an alleged debt & then postpone requests for payment for 5 years?
5. A remarkable period of Claimant's total silence, contrary to expectation, preceding the claim, while records prove at least **40 notices** from defence plus about **120** to the C C B C.
6. Finally, a major alarming omission: to be disclosed further down.

The Language.

Because these are sworn for truth in the **fact-mood – literal indicative**, the language **assumes** its truth, namely that it agrees/corresponds with the facts represented. Sworn testimony is subject to verification, and these 2 simple copies take just a few seconds to produce, far shorter than an unsubstantiated narrative like that produced **10 months late, just before** the hearing.

Observe the grammatical constructions:

Ambiguity in the **plain** language verb '**took out**' used **intransitively**, having **no direct object (recipient or donee of the action)**, like – **from**, whom, **what or where**?

Ambiguity likewise in '**was assigned**' by **who** to **whom**, these are clear grammatical ellipses, which in situational usage would be **innocently interpreted**, see excerpt from C. G. E below with exchanges of **trust**, but this is **adversarial**, and given the context, that this writer observed, recorded & knows, is scrutinised for those ellipses that conform to the age old art of **suppressio veri / suggestio falsi**, **promoting** language/terms that **exculpate & concealing** language that **inculpates**.

Each Court case had such flaws demonstrated, usually with a single question that required the oath taker to reconcile their contradiction hiding within their ellipses.

Sworn testimony requires the **plain** literal meaning, as is required of Judges, where there is the **plain language rule** for interpretation of statutes.

Clearly the **fact mood** texts are expected to be taken for granted, as they are sworn, but be aware that the **full original** oath in Court widens context & is stronger than that used where **frame** language is used. This distinction was enunciated in my brief rhyming text of 1995, about 16 years ago, on the main site & **repeated** at the end of the logic section.

Take the first statement ending at 2011. **What does it mean?**

Next take the **second** part, **does it have any bearing or support upon the first part**, if so, **does it alter the meaning of the first part?**

Next, **what does each sentence state** in simple terms? Observe again that distinction between, **mean & state**.

Note that in a **full grammatical** expression, **meaning & statements** shall be in close agreement. A fuller expression shall most likely include answers to: **When, What, From, To, How, Why**. These six minimal parts increase when adding adjectives & qualifiers.

E.G. On **4th October 2011**, **John**, gave to **Julie** a **Coat** in a **Gift wrap**, for her **Birthday**.

Now return again to their first sentence.

What does it state & what does it mean?

A standard grammatical form places its elements in **apposition, side by side**, so that the **noun or verb** is in close meaning & proximity to **its** subject matter. A comma, usually restricts a fragment of

the sentence, in a way that the subsequent text is not essential but made into possibly a comment or clarifying clause, which adds another perspective on the subject matter.

The first part of this sentence **restricts** the two **essential** elements in apposition in an unusual way, the verb identifying its subject matter, **card**, because there is no need to clarify the subject matter if it were used in a standard plain & simple manner. The second, non-essential, noun phrase, **account**, lacks the expected parallelism with the first, and the **plain** language of the verb & first noun phrase is the focus of scrutiny.

The verb, '**took out**', is an unusual one for the standard practice relating to either '*entering into an agreement*', or '*opening an account*', but its **plain** language has the advantage of being sufficiently unlikely or unimportant enough to record the event for later verification. The two more common forms, being formal arrangements/agreements, are invariably **recorded** for subsequent reference.

Simply, its placement, as if an afterthought, serves more to give meaning to the 2nd sentence serving as a prior reference for the equally unsubstantiated **assignment**, that was proved to be equally non-existent, on presentation of the 2nd contradiction to the Judge. The **fact-mood** literal indicative language **assumes** the truth, namely begs the question, of what in both cases were **verified** as being **false** by **contradictory** documents.

Simply substitute the 2nd noun phrase, **account**, in apposition for the 1st, **credit card**, to bring it a little closer to its **intended** plain meaning, and finally change the verb, **took**, to one that is customarily used in such phrases like **opened**. **But** that would defeat **the purpose of the ambiguity**, which is to depose ONE, unlikely & **exceedingly remote possible** truth, with NO support whatsoever. with another whose sworn truth would be a direct **false representation** verifiable with a supporting document.

The ambiguity **simulates** the standard phrase, for an **interpreted** meaning, rather than its **plain literal** meaning.

It begs the question as to **why construct an ambiguity**, when the standard phrase, that must be known, indeed **well known by Legal Representatives** with around 290 staff & 170 years history & expertise, is so readily available **without** any prevarication?

The **simple** reason being that the card had been used some **ten years** earlier, **and**, due to context **carefully excluded**, it was unenforcible.

Consider the **verification** procedure, for a deposition placed some **6 years later**, for '**took out**' compared with '**entered into**', a formal agreement.

Again. What is the deposition all about?

In a pre-trial exchange, I asked the para-legal representative a simple compound question, **can you guess what it may have been**, or would you have asked any question, & what might it have been? Finally **does it beg any questions**, meaning does it assume the truth of an argument, without either arguing it or verifying it?

What might those questions be?

This sworn testimony begs several questions.

7. This breaches my **new sixth Law of Thought & logic**, formulated from Aristotles Categories, Symbolic Logic reference below, &common expressions like, **out of context**, to render a law of included/excluded context and it's relevance for the sworn truth from my quote around 1996 here below on the main site:
8. 4a **a. concrete**. The whole structure of a connected passage regarded in its bearing upon any of the parts which constitute it; the parts which immediately precede or follow any particular passage or 'text' and determine its meaning. (Formerly **circumstance** q.v.1c.)

9. **'Truth the Whole truth and Nothing but..', is best, While 'Truth and Nothing but..', leaves out the rest. Stealthy lawyers; by close selection sets, Present persuasive cases like cadets,**

**Whose exclusions like 'suppressio veri's',
To th'unwary, make 'suggestio falsi's'
When 'full disclosure'; lawful, be withheld,
Unjust sentences make, nought there expelled.**

**Truth the Whole truth and Nothing but..', is best,
While 'Truth and Nothing but..', leaves out the rest.**

How does an adversary tell A or THE truth, **without** telling the **WHOLE** Ruth?

Telling the truth by **simulation**, at both sites, below the full frontispiece.

This is a paraphrase of an early case's testimony.

'We informed the Plaintiff by letter, sent dated 20th May, that we had cancelled the claim.'

Begs several questions as to **interpretation**, then of **plain language**.

1. Plaintiff **not** explicitly named?
2. **Letter not** produced? No proof of service.
3. **Ellipses** of direct objects for verbs 'sent' and 'dated'
 1. 'sent' by who to whom?
 2. 'dated' when?
4. Filling in those **ellipses** by *interpretation*, then **with context**:
 1. unspecified! *Interpreted* as, **on the same day**, as sent?
 2. Missing **back** - 'dated' by 6 months. **Context** of exchange history does **not** reveal a precise **reference** or 'dated' date.

10. Finally, that alarming omission: to be disclosed later, shows **exchanges pre-dating** their 'took out' date. of some 100 pages of recorded **exchanges**, during the period **preceding MAY 2011!** When their own sworn testimony **implies**, no card existed! Clearly this discloses their false assumptions that the alledged debtor no longer had any paperwork after they ceased all procedures on the card.

11. Here is some proof: **One fax of 25 pages** of some 100. Look at their **'took out' date 4th Oct. 2011**, and observe this **one fax of 25 pages in May 2011**. Why would one have such lengthy exchanges with a company having **NO credit card** of the same number, prior to their date of commencement?

Properties

General	Details	Sender Information
Document name:	Sainsbury9 - \\Monica\docsdskp\Sainsbury 4b	
Subject:	Please forward this full copy, pages added 19-24	
Pages:	25	
Size:	2.531 KB	
Sender name:	demo	
Sender number:		
Recipient name:	Sainsbury9	
Recipient number:	01383 743430	
Start time:	2/5/2011 10:15:06 PM	
End time:	2/5/2011 10:31:07 PM	
Duration:	0:16:01	

Fax Monitor

Time	Event
10:26:55 PM	Sending page 21 of 25
10:27:27 PM	Sending page 22 of 25
10:27:52 PM	Sending page 23 of 25
10:30:02 PM	Sending page 24 of 25
10:30:38 PM	Sending page 25 of 25
10:31:05 PM	The call completed
10:31:07 PM	The fax was sent successfully

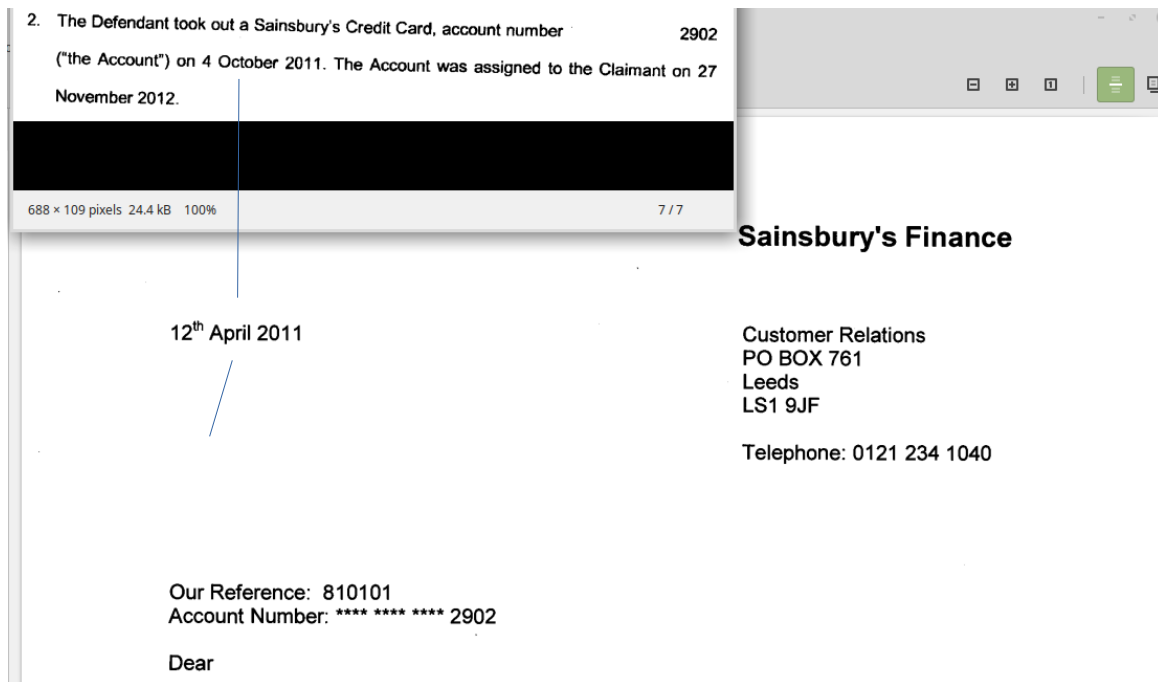
QUESTIONS to be DENIED or ADMITTED. Return to page NR: on right – for full questions

Index of questions

Q1 ADMIT This letter P17 refers to my 3 faxes shown on P1 line 35, OR produce your referent.. 17
 Q2 ADMIT The failure to disclose details requested in 1, is consistent with F1 below:.....15

815

12. This minuscule redacted exhibit verifies the simple contradiction between **sworn testimony for truth**, that their **'firm verified'** and the facts it purports to represent, **proving false sworn testimony**. Sainsbury letter to card holder ending **** 2902 **PRE-Dates** their **'took out'** date by **six months!** Now one observes **why** they chose **'took out'** rather than **'entered an agreement'**. Equally, **'took out'** Sainsbury card, could be interpreted as **rather than a 'store card'**.
13. The **plain meaning** instead of the **simulation** is now more apparent than the **interpreted/construed or 'best guess'** meaning.
 The art of **'false suggestion'** and **'suppression of relevant truth'** is **far too significant in characterisation of deception**, than any equitable process.
 Their entire **frame of reference/context is/was missing!** The honourable judge was appalled on inspection of the 2nd documented SELF-contradiction.



This exhibit is a small fragment of the 100+ pages of exchanges **BEFORE** their **'took out' date.** Defence to their claim was prepared for the High Court, but it was dismissed in the County Court, by the honourable Judge who was appalled on viewing the 2nd of almost countless contradictions, like this one.

With their most important testimony, controverted by two, simple facts, the remainder of their testimony reads like pure fantasy now proven fiction. The judge asked their legal representative, who, 6 times, referred to the Defendant with their own name of the Claimant's LR: **Have you seen the Deed of assignment?** Answer – NO!

Then I disclosed a third document **proving** it never existed, with the **'was assigned'** disclosing its grammatical generality & incompleteness; see the **Language** section, **ellipsis.** They **were** far far worse!

Given the **con-text** **they** provided, it would hardly occur to many readers that **after** some 10 years of card usage, by 2010-2011, I observed they had breached their contract and following some 100 pages of exchanges, I served them with a Notice before Action.

Several, of **many** more, legal points can be made here:

1. The exhibit above renders the sworn testimony a **false** or **misleading representation**.
 1. Where **'took out'** is **interpreted** as meaning a **formal agreement**, then the date & exchanges **pre-dating**, clearly proves it **FALSE**.
 2. Where **'took out'** has the **plain language** meaning, it is **irrelevant** for begging too many questions, **and** THEY are required to prove the fact, presumably they had a photographer at the location & **same** time, when the Defendant **'took out'** the card, from the house, car, purse, handbag or what?
 3. **'was assigned'** was **proved false** in front of the Judge. Simply with an exhibit, was how? But it requires a detailed explanation, for another time/forum.
 4. The case by 2017 exceeded the 6 year limit of the Statute of Limitations.
 5. The importance of questioning their text, is that if tacitly **understood by interpretation**, one becomes a silent **accomplice** to the false interpretation, whereas the questioning compelled the author of testimony to complete the **full grammatical** expression removing any ambiguity & the text now has the **plain meaning** which proves the **false representation** was contrary **to** the **facts**.

Context Oed 4.a. concrete. **The whole structure** of a connected passage **regarded in its bearing upon any of the parts which constitute it**; the parts which ~~immediately~~ precede or follow any particular passage or 'text' and determine its meaning. (Formerly circumstance q.v. 1c.)

From the cases in court, the relevant part of this definition is the first part alone, with my emphasis on **whole** & redacting ~~immediately~~. The reason is simple, the most recent case CABOT, W&H & SAINSBURY there are parts with a bearing on other parts, stretching over **17 years**. Connecting all the relevant parts, disclosed the **ellipses** and the **contradictions** that are clearer when the **whole** is in view.

Limiting the view to only their agenda, is the equivalent of making up a **frame** of thought or discourse similar to those made with *so-called* artificial intelligence, an extreme form of constricted reasoning.

Combine that with the so-called 'team work' performed by persons, where a baton is passed from one to another, but in verbal exchanges, only parts relevant to the individual's agenda are passed, resulting in incoherent & self contradicting passages.

An analogy may assist: A horse may be blinkered to restrict its view, in such a way that **the rider**, directing it, **decides** what parts of circumstance are of concern or to be ignored.

References:

See C.G E. Cambridge Grammar of English, Chapters on Ellipsis. Eg ch 94:
(7th ed.) Carter, Ronald, and Michael McCarthy

Situational and other kinds of ellipsis 94a

Ellipsis can be either situational, textual or structural. Situational ellipsis means not explicitly referring to people and things which are in the immediate situation, such as the participants themselves:

A: Don't know what's gone wrong here.

B: Oh. Need any help?

(situational; understood: **I** don't know ... **Do you** need ...)

He applied and got the job.

(textual; understood from previous clause: ... and **he** got the job.)

The car he was driving was stolen.

(structural; optional use of that: The car **that** he was driving ...)

See also: Fundamentals of Symbolic Logic, A. Ambrose & M. Lazerowitz, 1962.

Chapter X1, Classes & the syllogism.

To which I add:

Aristotle's **Categories** are similar to the more modern term **Classes**.

An important side comment is required on the use of **class nouns**, and the term **universal distribution (All)** as used by Aristotle in his syllogism: **All** men are mortal, Socrates is a man, therefore Socrates is mortal.

In a very early court case, the Defendant (CEO) **swore for truth**: my paraphrase from the fuller text on the main site. *The **board** was unaware of Winter's problem with electricity.*

The board is a class noun, using it distributes **universally** the meaning of the term: **All** the members of the board.

After their arguments by Barrister, for Solicitor & witness (CEO), I hesitated, asked permission of the Judge to deliver 1 question to the Defendant.

I looked at the Defendant, and asked: **HOW is it possible** for the board to be **unaware**, when the **CEO of the board, was aware** by service of two court orders to reinstate the electricity?

The reasoning can be worked out or I may explain it later, but following rapid exchanges on their side, the barrister stated: **I am instructed to say...**, which was sufficient to dissociate himself from suborning perjury, & a tacit admission of **false sworn oath**, and the case collapsed when the Defendant demonstratively exited the courtroom, the barrister asked meekly for costs. The Judge remarked: **I think the least you can do** is carry **your own** costs. I had not sought financial gain.
