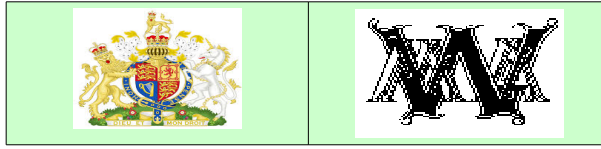


THE FULLER PAGES ARE TO FOLLOW, THIS  
PART GOES TO PAGE 8, THEN A FEW PAGES 18+5 FOLLOWING.



[ **12 Cases - Preamble – Their Self PRAISE – Their Claim – The Law** ]

The following defence / AOS document was already served directly on the named parties 16<sup>th</sup> April

## FRONTISPIECE

# W v W: Case – C5AU????

**Issued 24<sup>th</sup> March.16, AoS AND DEFENCE -p1-19- lodged 10<sup>th</sup> April BEFORE ALL required dates.**  
AND, need one say, against a claim not signed, not verified,Not CPR compliant & entirely without evidence.

[ADDENDA P31, to P29&30, reply to Miss A. Faulkner.].....31

This Defence part 1 & conclusion is supplied as:

1. Conclusion pages 17-19+ in HTM / HTML format & PDF file. Plus supporting document copies.
2. **Original – complete pgs 1-19 a pdf file which should open on Window systems. WvW.pdf.**
3. A *rtf or doc* file can be produced with short delay on request if needed by CCBC.
  1. **Page front / Preface & index i are included.**

Date as date & time of transmission. Notice of copied & transposed AoS & Defence part 1 of 20+:

**Case - C5AU????** Served on WH...by fax with POD & Cabot...by email 16/04/16 Acknowledged

TO: Both the Legal representative senior partner of W&H, **Sarah Perry**, and the present CEO/ MD, / Chairman of Cabot...Ltd. **Ken Stannard** / **Neil Clyne**. All NOT disputed - CPR 16.5 (5) is thus taken as admitted after 28 days from service. The main defence **C5AU???? P1-21** were all served without any ensuing rebuttals. The remaining pages were simply explanatory & copied documents.

Dear Sir / Madam,

I have been informed by the CCBC that they have forwarded you a copy of my AoS & Defence part 1 of 20+. Separately they informed me they were unable to open parts of the document lodged electronically. That may have been resolved by transposing it to a simpler format. I understand this was resolved.

In the event of any disparity I enclosed copies of the document, with very minor transposition changes to make it easier for the document to be opened on any system. **+4 served directly.**

You, W&H – *the partnership*, only disclose a fax number so I serve these as pages, instead of a hyper linked interactive traversal. All served on 16/04/2016. \*1

Yours faithfully,

?. ?.W???????

1-10,20-23,43

**Note:**This may not be identical in every part with that of your legal representative Pages updated / corrigenda .

[ **Note: added 15/04/16. IF the verification failure BE genuine, it takes fewer than 3 seconds to remedy and a few minutes to email all concerned. ]**

*Where he wishes to proceed... claimants onus* – simply have **claim form & assignment-deed signed by a PERSON or INDIVIDUAL.** All explained in CPR 22.1 (6) & (7) & PD 22 3.6-3.10. . See Claim P **15** - NOT a person.  
FAO His / Her Honour The District Judge.

\*1. 1.1 Rule 22.1(1) sets out the documents which **must be verified by a statement of truth.** E.G. (1) a statement of case, **NOT** signed in CPR!  
**Chronology: Brief – Extended Summary Defence Part 2 Pages 22,23,24 commencement.**

**1 - PREFACE & SHORT INDEX.**

**PREAMBLE HERE FIRST.**

Index Top End Introduction, AOS, Defence Part 1, of many.

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**E & O I – NOTICE: throughout the AoS & Defence. Failure to reply as required, to any Y/N, defaults adversely against you, & by that conduct (see addenda 11) you consent to all T & C, p8. Please retain any acknowledgement of your reply. Any omission on my part is with purpose 1.1.(2) (a) ensuring an equal footing;.**

10 **Index truncated. Pages in this transmission = i, 1 - 16 copy of case. 1-37 /42**

**Previous BUNDLE 1 / 104 – SEPARATED. Ex. & Etc. 34 to End**

**NOTICE TO CLAIMANT is NOTICE TO LEGAL REPRESENTATIVE, EACH AGENT INVOLVED & VICE**

**VERSA.. Chronological SCHEDULE (CS)**

**Chronology: Brief 22 – Extended 23 Defence 2/22+ 24.**

## 2 - ACKNOWLEDGEMENT OF SERVICE

(of a CPR-NON-compliant claim)

TO THE COURT MANAGER or Team Leader.

WITH THE UTMOST COURTESY AND RESPECT. PLEASE treat as Defence Part 1...

5 'returning the claim form to the claimant': for CPR-compliance, & no abuse of process. PD 3A part 2.1

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TWO FAILURES to verify a statement of TRUTH: breach of CPR 22, PD 22, CPR 17.3

With CONSEQUENCE that:

the parties may NOT rely on the statement of case (Part 22.2.(b)) PD 22-3.6

The Failure to verify a statement of case. Also in Rule 17.3

10 Case reference C5AU????- service date. 10/04/2016. ATTACHED to this preliminary defence.

## PLEASE TREAT THIS AS DEFENCE PART 1 / 22 preliminary

Defence parts 2-10, defence parts 11-20+ are moved below Appendices.

Originating antecedents is separated: BUNDLE 1.

PLEASE FIND THE ORIGINAL COPIES OF THE AoS & THE Claim,

15 06 Apr 11:34 Uk Wide 03001231056 NGN numbers 00:15:51 1<sup>st</sup> call & reply. Below here...

11 -ACKNOWLEDGEMENT OF SERVICE form..... 10

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Consistent with & independent from:

being effective (part 22.2(a) & 3.6) in vitiating their integrity &

that of their representations: Alarming! Please see exhibits p7, 9 & 12 See [ p6, 8 & 11 see Note L 20]

UNTIL SUCH TIME as this defence reaches the other defence-parts 2-20+ all PRE-supposition – by predicating the matter, as a so-called debt – shall revert & remain an alleged-debt, ex post facto its origin & audit, until proved.

20 THIS IS A DRAFT not fully proof read. [Note: subsequent added index (i) shifted page numbers down by 1 ]

For a partnership of legal staff -276- the probability of KNOWING what they do – in law - is near certainty , which is effective (part 22.2(a)) in vitiating the integrity of their representations alarmingly. Please see exhibits p7. Please note: in all events I request IF & when signed & verified I request a Hearing & transfer <sup>1</sup>.

25 I courteously ask a Court Officer or Court Manager to please: (under PD 3A) Rule 2.1 (3.4 (2) (a) or (b)) avoiding expense &, on returning the claim form to the claimant for compliance, please attach this clarification, treating it as part 1 of a preliminary defence if required. Your, LR, serious failure is the 1<sup>st</sup> estoppel subject to T&C & proceeding beyond this point or questioning us on any matter. Your failures on truth show no respect for due process, court officers or those to whom you intend to proceed with false representations that are  
30 expressed or implied as effective from such conduct (see addenda page 11).

Also PART 2 - APPLICATION AND INTERPRETATION OF THE RULES Rule 2.3 (a-e)  
And WITHIN the meaning of 'legal representative'(LR) 'claimant' (CL)

35 I courteously allege that the deponent and or the directing mind was aware of this consequence, and very cautious, hoping the two \* 1875 - surnames might pass for a real signature, as to its outcome due to the remoteness of each

1 With of course PD pre-action noted as being part 4 abused with Part 1.3 clearly breached & CPR 3.3 remedy is silent. CPR Part 1 fully overrides any procedural aspect that is circumvented e.g. the failure to sign which places all on hold until the named persons on the top page L14, sign their claim. All subsequent changes to this document are treated as being part of this original, they are mostly explanatory. N9 separately.

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party in the chain of responsibility, and more, using the generic terms CL / LR to shield the originating directing mind – not found in a generic class noun, the common *fallacy of composition*, – *sui generis* excepted. And, I have taken several approaches for several reasons, IN THE CONCLUSION \*\*.

5 The claim is based upon EVIDENCE MADE AVAILABLE SELECTIVELY in the art of *Suppressio veri & suggestio falsi*. When what is **suppressed** be made known, *by the required compliance with CPR 31.6*, then shall we see *what our seemers BE..*<sup>R1</sup>

Neither Claimant nor Legal representative, as stated, can *appropriate to it self* the 'I' pronoun. IF they could: I request they **DISCLOSE** that the two NAMED parties CAN both **BELIEVE & ATTEND COURT**.

- 1. **Claimant & L..R.. BELIEVE ... Cabot... = CL [Y][N]? Wright...LR [Y][N]? Both parties:**
- 10 2. **Also CAN attend court for cross examination? Cabot... = [Y][N]? Wright... [Y][N]? UNLESS both parties (CL & LR) CAN both BELIEVE & ATTEND COURT then your most senior Partner / Company Officer consents to, A - nomination as the person & B - all the Terms & conditions.**<sup>2</sup>
  - (a) The test is SIMPLE: I may choose to SUMMONS or SUBPOENA **them** EACH for defending a counter-claim and be pleased to observe they cannot comply, because they have no gender.
- 15 3. Supplementary to the above & text added at the end of section: **Added to the CCBC document Items 1. & 2 above, between Line 10-18, the total is FOUR QUESTIONS, which if not answered – DISCLOSED as simply [Y][N]? effect the SENIOR PERSONS on behalf of each entity – Claimant & Legal Representative, responsible for the FALSE / MISLEADING REPRESENTATIONS. & BOTH fall within full consent to the Terms & conditions.**<sup>3</sup> **FAILURE TO DISCLOSE is a statutory breach as no doubt you know. NO excuses or narratives, [Y][N]? SIMPLY, default = [N]. These are false / misleading representations.**
- 20

For clarity – a **FACT** sworn for **truth** is: *truth attested by direct observation or authentic testimony* - Oed 7. This means when **YOU (CL/LR) had sworn for truth** you had access to the above underlined predicate-adjectives **ELSE** it was **unsubstantiated & awaits COMPLIANCE** with CPR & the above tests.

25 **Truth**, many apprehend instinctively, especially when unfettered by **GAIN**. **These ESTOPPALS carry sanctions for contempt...for which conduct (see addenda) meets the requirement of T&C**

**CPR & PD (Practice Direction)**

30 I am prepared to assist you, *as per 1.1(2)(a)*, **only** providing you are '*ensuring that the parties are on an equal footing*', as I question the probity value of your constructions<sup>4</sup>. Your conduct in compliance with 1.1(2)(a) follows hereafter. This is **simply** a matter of **ethical reciprocity**.

The *Failure to verify a statement of case*. When [or if] verified by words, not deeds, **DOES NOT**, support the case as **each element remains unsubstantiated** and controvertible, seriatim.

- 1. Subject to the exhibits proving, and your not controverting the FACT, that there is **NO such person** as... wright hassall who can possibly express *beliefs* with the 'I' personal pronoun as '**I believe...**'
- 35 2. And subject to the fact that there is no *per procuracionem*. (p.p.) who **acts ON BEHALF** of the partnership, (e) *within another act of little relevance at this stage*, and your not controverting this FACT. EITHER the Claimant itself / Legal Representative itself attend court OR that part of it I nominated.
- 40 3. And subject to the fact that your partners know the named party (2 parties) cannot attend court, (*unless they be each over 140 years old*) I allege you are misleading the court staff, who may be unaware of the legislation, into serving a claim, to which based on a *fishing* response, you may then *ex post facto* decide which individual to send, and choose for example a *para legal*, rather than a senior partner who I allege is

2 Cross out which is inapplicable / failure to do is taken as admitted in your adverse. The I pronoun refers to I or the Claimant / Legal Representative believes, which is impossible as those compositions. UNLESS you tick a choice to AGREE to the condition your side shall be represented by the composition ENTITY meaning you have NO person to attend court & you agree to carry all your costs . Mine are at my discretion & would be a gift to the court. To see this in larger print see the T&C page.

3 Cross out which is inapplicable / failure to do is taken as admitted in your adverse. The I pronoun refers to I or the Claimant / Legal Representative believes, which is impossible as those compositions. UNLESS you tick a choice to AGREE to the condition your side shall be represented by the composition ENTITY meaning you have NO person to attend court & you agree to carry all your costs . Mine are at my discretion & would be a gift to the court. To see this in larger print see the T&C page.

4 For avoidance of doubt, in a simple *anacoluthia* in front of an upright Judge, I filled in the construction, after three attempts to ask if anyone apprehended the hidden ideas, and on completion the legal team entered an internal dispute, and the judge said: Shut up or I'll throw you out. I apprehend three constructions of yours that require each between 4 & 8 elements replaced from their condensed form. Addenda: Also, 2.3 (e) does not provide for using the body corporate for any impropriety, s197 treats this eventuality.

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using a *composition* of parts as a shield instead of being completely transparent **at the outset**. **It is for a court officer to decide / & act**, if truth & verification of fact *be* fundamental to the principles upheld, and, impartiality is **not** compromised or seen compromised.

- 5 (a) Question 1: Where are the organs of speech, memory & beliefs *appropriate to itself* (P8) located in space & how does one interact with the name on your form & NONE OTHER.
- (b) Question 2: Within The overriding objective 1.1 (2) (a) *ensuring* that the parties are on an *equal footing*... How is the Defendant on an equal footing with a **composition** of individuals in several companies, none of whom disclose the name of the person or individual declaring belief systems?
- 10 (c) Question 3: **Please MAKE SENSE & disclose** how your name can sustain *beliefs*, Cf. British Steel BELIEVES.
- i. Within PRACTICE DIRECTION 3A – STRIKING OUT A STATEMENT OF CASE 1.4 (2) *those which are incoherent and make no sense*,
- (d) This begs the question 4: What are you **failing to disclose** and why? 4 allegations to controvert.
- (e) IGNORE CONTROVERTING the above 4 questions & they are taken as admitted CPR 16.5.(5)
- 15 4. I allege this reduces the **unsupported** claims in the *so called particulars*, that are framed in **general terms as a summary, effective** by words alone in their representations, **are absent of all objective existential import**. The honesty & integrity of *representations* being **unproven** strictly **IF** at all. At this stage the **direct objects** are those of **thought alone**, unsubstantiated outside the mind.
- 20 (a) You are invited to controvert the allegation shown as **fact** that there is no *person* or *individual* upon whom at this stage you can rely for the claim being used by the court, and that within **CPR 16.5.(5)**. **SHALL BE TAKEN AS ADMITTED, unless disclosed fully. I shall presume you have already inculpated yourselves 4 times, see T&C please. Compromised yourselves before you began?**

See Claim **P15** - NOT a person.

Furthermore PLEASE:

- 25 **IDENTIFY** the *authorised individual / person's name* who:
1. was the **originating author & deponent** of the failed verification of belief signature,
  2. who shall be the same person who takes responsibility for **strictly proving** each of the *particulars of claim*.
  3. I request a **senior partner or solicitor** prove this claim, and have been give the name **Sarah Perry**.
- 30 1. Whose attendance **FAILURE** shall disclose requisite purpose to **evade** inculpation.
4. When you have properly identified the person who is accountable, I request the court **PLEASE do reset the date for defending the claim** to the **date re-lodged**, in full compliance: as a **valid** claim, since the claim is pending with defence held until that time.. [The Claimant agrees with this stipulation by conduct UNLESS controverted in 28 days. T&C p8 etc. ]
- 35 5. **Please disclose the Claimant - Individual / Person's name who authorised within 3.8 (1), which JOINS the LR with the CL in like compositions. lodged at CCBC 10<sup>th</sup> 11<sup>th</sup> & 12<sup>th</sup> Inst.**
6. **Disclose within the:** Objectives of pre-action conduct and protocols **3. (a-f)** Before commencing proceedings, the court will expect the parties to have exchanged sufficient information. **NO exchanges, where any legal representative – individual / person – within the above objective – met these defining conditions – satisfied this requirement, by writing to our address.**
- 40 7. PD 1.5 The statement of truth may be contained in the document it verifies or it may be in a separate document served subsequently, in which case it **must identify the document** to which it relates, there are NONE. [A smaller font is used to end this section to avoid a complete page with just a few lines.]
1. Clearly your statement of truth is **NOT in the document it purportedly verifies**, as there is no other document attached to which it refers. It merely believes in a paragraph.
- 45 1. It follows with clear reason that **your representation IS A FALSE or MISLEADING representation** Fa s2, **unless** you produce the document, of authorisation or identify the person authorising those **beliefs** of the claims, to which you make reference in your statement of case where clearly the representations of **belief**

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must correspond with the **facts** – on a **one to one basis** - *bijectionally*.

2. Unless that document or its author is **DISCLOSED**, for all to examine, you remain in breach of the Fa s3. that was breached when you made the representation of belief, **pre-supposing** it to be a fact without any evidence whatsoever on which it relies. **You are deemed to know rule part 22.2:** Failure to verify a statement of case, AND you **failed in FACT**, proving the claim .

**IN CONCLUSION** \*\*: all **your claims PRE-SUPPOSE** the existence **WITHOUT** any substantive fact to confirm it is not the product of your speculations. They are CIRCULAR, *Petitio Principii*, **assuming** the truth of what you do NOT substantiate or demonstrate in the only verifiable manner which must correspond with the representations. Four brief & general comments are the result of a brief parsing of your claim. Any / all partial or incomplete grammatical construction, I stipulate / make or have so expressed, shall be completed by natural psychological interpolation of all elements, and such processes are taken as fully transitive, – i.e. **acts completed, disclosed & served on all parties affected** – as, even with acknowledgements by me where in any case there is the remotest suggestion of failure to serve. I stipulate it shall be repeated & required to eliminate manipulations of the natural / factual temporal sequences..

**A-** The language used in the representations of case should be clear to an outside observer, that its *passive mood*, which often conceals the individual indirect object, hides the source as does headline language.

**B-** For the party to whom the intended detriment is to be *conferred*, the parts hidden are apprehended in both the **false / misleading representations** delivered generically, and are consistent with the fact that disclosure may mean a certain amount of back-dated manufacturing.

**C-** I say this because my recent claim against Npower, revealed in court their failures to disclose, and was proved beyond doubt to the judge, with the loss of all their costs & a year's supply of energy.

**D-** Using the **generic shield for fraudulent gain** was the justification used in *Prest v Petrodel Resources Limited* [2013] UKSC 34. \*\*

**Pre-supposing** objects of fact, without proof or direct observation, as distinct from those of thought, **assumes** the truth of what you, **LR / CL**, **do not** prove, failing to disclose witness statements. This fallacy is 2300 years old. However, 4 facts may be admitted, please see [here](#).

**THERE is NO justification AT ALL, or excuse, like a mistake / oversight!**

**For a partnership of some 276 legally trained staff, on the primary CPR requirement – TO FAIL SIGNING a declaration of TRUTH by a person or individual, and using two surnames from the year 1875 (removing the '&' to imply forename & surname) to mislead and vitiate the impartiality of a British court of JUSTICE.**

**The plausible purpose is: The author hides identity to make unsubstantiated claims for Gain, as a test before proceeding with a selected representative.**

\*\*\* DEFENCE parts 2-10, DEFENCE part 11-20 moved down. \*\*\*

Earlier BUNDLE 1 Separated.

These 4 pages, & all others, are **subject to** additional ones, e.g. **T&C Page 8**, and longer notes attached or annexed thereto e.g. **ADDENDA / CORRIGENDA**, see p9, p12 & others.

**EITHER the Claimant itself / Legal Representative itself attend court OR that part of it (the directing mind) I notified. Front Page Ln15. K. Stannard AND S. Perry. IN Person – NONE OTHER**

**Inserted Acknowledgement of Service & Claim, - Copy / please see index.**

**PD 22 3.8 ALSO extends the same requirements for truth by your Client / Claimant:**

so that the claimant cannot appropriate to ITSELF what ONLY a senior company Officer (person / individual) is capable of doing **on behalf of** the Claimant.

**3.8** Where a legal representative has signed a statement of truth, his signature will be taken by the court as his statement:

(1) that the client **on whose behalf** he has signed had **authorised** him to do so,

Case - C5AU????

(2) that before signing he had explained to the client that in signing the statement of truth he would be confirming the client’s belief that the facts stated in the document were true, and

(3) that before signing he had informed the client of the possible consequences to the client if it should subsequently appear that the client did not have an honest belief in the truth of those facts (see rule 32.14).

5 PLEASE DISCLOSE the name of the person identified in 3.8. (1) who authorised on behalf of your CLAIMANT & without such disclosure that person shall be ITS MOST Senior Company Officer.

Added to the CCBC document

10 Relating to those who declare their beliefs, either for themselves or others, I require sworn witness statements from originators throughout the chain of beliefs, and whoever signs them shall be understood to have done so with the full authorisation consent of the Senior Partners / Company officers I have designated.

They are named in the continuation of traversals commencing p16, to preserve the present content page order.

11 -Continuation of Traversal: from 16/04/16.....[09/06/16]

15 *Where he wishes to proceed...* [claimants onus] – simply have claim form & assignment-deed signed by a PERSON or INDIVIDUAL. All explained in CPR 22.1 (6) & (7). See Claim P15 - NOT signed by a person.

The NON-CPR claim, being neither admitted nor denied: Simply because their case has NO verification and NO evidence, the claimant is put to VERIFY & DATE, THEN strict proof. THEN when a person has verified the declaration, & disclose their evidence, IF ANY, which has no existential import as yet, we can determine IF there ever were any agreements or debts and the status of FALSE & misleading representations combined with Failures to Disclose. Within the Fraud Act 2006 see P9.

20 The claim form verification phrase [omitting claimant – not a person]... believes that the facts stated in this claim form are true...represents 4 facts outside the summary of particulars, within the form, that may be verified as true – they are... – simply: the four physical address locations., that do not affect the summary whatsoever. The phrase has a scope & semantic generalisation permitting various interpretations dependent on subjective affects.

The extent of this defence depends on the claimant providing substantive evidence which can be defended, nothing can be admitted or denied until disclosure of documents on which the claim relies, is put into evidence.

'Failing to Disclose...' is a sufficient property to breach the Fraud Act s3 and all of CPR. That breach persists antecedent to the claim date, and to the present date of any email that does not acknowledge receipt of required disclosure under CPR. The claim so-called particulars do not even state a date, which shows how general the words are and the authenticity is vitiated by not being signed which demonstrates the claim is not in the least authentic & not to be trusted or believed. 'Failing to Disclose...' since pre-action & 24/03/16, means that 'The Claimant is an Assignee...' is alleged as a 'False representation...' contrary to the Fraud Act s2 (1-5): admitted – unless s3 DISCLOSED. To be continued...

Important Note: The CO signature on any document, e. g. the AoS / exemption form statement of truth, signifies the defendant has read these statements & claims, and while they are filled in by myself – being authorised by another statute – is taken to signify the defendant has the same locus standi as her representative & concurs with the claims made by her signature being attached thereto..

Intentionally blank.

### 3 - IRREFUTABLE PROOF OF FAILURE TO VERIFY

EXHIBITS, 1-5. 1-Truth, 2-Staff, 3-Search, 4-Result, 5-Verify...

From the Claimant's very own materials.

#### Your 1-TRUTH SIGNED

#### 2-STAFF

I am duly authorised.. Signed Wright Hassall.  
LOOKS like a person but is NOT !

The Claimant believes that the facts stated in this claim form are true and I am duly authorised by the claimant to sign this statement

Signed Wright Hassall

CF: I am duly authorised...  
Signed British STEEL plc or British Gas

Fast facts about WH

over 260 staff

37 partners

established 1846

A false / misleading way of exculpating a Wright Hassall agent, lying behind some 297! partners, agents & staff. \*\*\*\*\* EACH who KNOWS or should know what a statement of TRUTH is.\*\*\*\*\*

WRIGHT HASSALL *Celebrating 170*

Home People

Search people by name

wright hassall GO

SEE ALL STAFF PROFILES

Address for sending docum  
WRIGHT HASSALL LLP  
OLYMPUS AVENUE, TACH

#### 5 3-Search

4-Result = NO results found! ...check your spelling! ALSO above LLP! NOT Mr / Ms

WRIGHT HASSALL *Celebrating 170 years*

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Home People What we do Who we help Knowledge Events About us

Search results for people matching 'wright hassall'

No results found.

Please check your spelling and try again.

5- Verify / CONFIRM by either Calling the receptionist & asking to speak to the person / individual, or

IF you intend RELYING on the statement then simply CALL the 'person' so NAMED to defend my allegations & counter-claim.

10 Wright & Hassall, 1875 [ Also LLP for those unfamiliar with degrees may think it is LIKE BA / BSC BUT see 8-ADDENDA ]  
After the death of Richard Wallington, Edward Wright took James Wright Hassall (no relation) into partnership which was then renamed Wright and Hassall in 1875.



## 4 - CASE LAW & REFERENCES

Some examples of original & later case law on the simple *fallacy of composition*, figuratively referred to as the corporate veil.

If a REAL PARTNER purporting to be this legal representable cares to controvert what this LLP partnership has done here: they may peruse case law in:

### Salomon v A Salomon and Co Ltd [1897] AC 22

In the view of Lord Halsbury LC, a limited company was to be viewed “like any other independent person with its rights and liabilities appropriate to itself”. Your, inappropriate, logic reasons: IT, can BELIEVE, SWIM, and SPEAK.

### Bank of Tokyo Ltd v Karoon (Note) [1987] AC 45

Lord Denning states in the Pelias Construction Case (1968 [3] All ER 824) the debtor is entitled to "view the sale agreement,"

Denning LJ in Lazarus Estates Ltd v Beasley [1956] 1 QB 702 [return to T&C](#)

“No court in this land will allow a person to keep an advantage which he had obtained by fraud. No judgement of a court, no order of a Minister, can be allowed to stand it if has been obtained by fraud. Fraud unravels everything. Page 712. And FRAUD IS SIMPLE see below.

Kinkel in Woolfson v Strathclyde Regional Council 1978 S.C.(HL) 90

Adams v Cape Industrial Plc [1990] CH 433

Very recently: Supreme Court in

Prest v Petrodel Resources Limited [2013] UKSC 34.

These disclose the impropriety & sham purposes behind the façade.

<http://www.legislation.gov.uk/ukpga/2006/35/contents>

2 Fraud by false representation

(1) A person is in breach of this section if he—

(a) dishonestly makes a false representation, and

**[Don't be puzzled by words 1,4 & 5. That is a pleonasm.]**

3 Fraud by failing to disclose information

A person is in breach of this section if he—

**(a) dishonestly fails to disclose to another person information which he is under a legal duty to disclose, and ...**

**I ALLEGE THERE IS A FALSE OR MISLEADING STATEMENT IN THE ABOVE CLAIM, AND I MAY PROVIDE THE CLAIMANT- REPRESENTATIVE SELF CONTROLLING SUBSTANCE TO SUPPORT MY ALLEGATION - AFTER they disclose, or by failing to disclose, automatically breach S3 & conformed officially..**

**That False statement adds gravity by misleading the court in its wider composition.**

**SIMILAR representations rely on the above one.**

**Effective**, for a partnership of 276 legal staff, of doing such a thing, IS to question the integrity & probity of the **entire practice**.

The above is an estoppel to proceeding with the claim, although I am prepared to defend it in full. Providing I am indemnified as to all costs in such a clarification.

**Within the UD HR & EU HR I reserve the right to freely express & share this material on a leading website at a time & manner of my discretion.**

## 5 - TERMS & CONDITIONS: failure to DISCLOSE, answer [Y][N]? et. al.

From Page 1 Footnotes extended.

[Return to text](#) **CPR 16.5 (5)**

1. **YOU ARE ESTOPPED FROM PROCEEDING & RELYING, PART 22.2 (b)**, on your **REPRESENTATIONS** which, if you attempt to circumvent, discloses **contempt for truth & court staff integrity**.
  1. Such deeds shall carry the sanction of making truth & the court staff wait until you comply, and when done by words, constitute irrelevant evasive arguments – **ignoratio elenchi**. These exchanges, witnessed by the court, wherever undisputed<sup>5</sup> are agreed.
  2. I suggest **£500 for the court**, for each attempt to circumvent truth & fact by false or misleading representation with purpose to evade simple [Y][N] answers as they comply with the **law of excluded middle**<sup>6</sup>.
  3. If the case gets transferred without being amended then you agree & I shall expect **ONLY the person named** as the LR, CL or both to attend in your claim, or whoever does in **substitution** shall have to explain HOW you **abused** due process to circumvent hoping that a FALSE start shall gather supporters who shall be also published. Jurisdictions! CPR 11 & 13.
2. Your representations & case claims, within CPR are **confirmed**, within: you **may not rely on the statement of case as evidence of any of the matters set out in it**.
  1. The consequence is **effective in that your acts & conduct**<sup>7</sup> shall be your **factual representations henceforward NOT your verbal representations without matching deeds**. Hysteron Proterons return to priors, ex post facto.
  2. **ONLY your acts & omissions contrary to your obligations in law**. [Including, of course, full disclosures.]
3. Cross out which is inapplicable: ANY failure to do so<sup>8</sup>, is taken as admitted in your adverse.
4. The **I** pronoun refers to **L** or the **Claimant** / Legal Representative **believes**, which is impossible as those compositions.
  1. That failure is in CPR, and you agree that **cannot rely on any evidence in your claim**.
  2. **UNLESS** you tick a choice to AGREE to the condition your side shall be only **represented** by the composition ENTITY each named Claimant, Legal Representative as IF an individual or person which cannot be changed, meaning you have NO person to attend Court & you agree to carry all your costs. You consent by failure to attend **in person**, wherever I stated the **ENTITY or Directing mind**, to pay the court £3000 for any such like, failure / contempt. 1-For each false representation 2-& contradiction.
  3. Mine are at my discretion & would be a gift to the court.
  4. For each FALSE representation; Failure to DISCLOSE; Failure to place a document in to discovery; Failure to substantiate a claim; Make a document back-dated that is NOT contemporaneous with the actual date printed or not even in existence at that date.
  5. You shall agree to pay the court £200.00 per omission / failure etc. There are at least 4 [Y][N] on P2!
5. Because your words, are disparate in representation & predication, **conduct** shall represent you.
  1. **You agree by CONDUCT** not words – failing or omitting to tick [Y][N]? – **to my publishing any of our exchanges, UD HR 10** et. al., at my discretion. ONE mistake, omission or failure, any disparity to act **within** your legal duties is sufficient for total consent. All parties agree, unless objected to within 28 days of 10<sup>th</sup> Apr. to the defendant being represented on an equal footing CPR 1, by the same person who managed ll exchanges throughout to save expenses.
  2. If at any time there is a stay or other type of delay in proceedings, then you all consent to any continuation to be effective **from the date of continuation** and **not** any earlier date. No *ex post facto* rulings or *time-lining*. All **NON** pre-action conduct – **save para 4** -is included in this traversal & CPR / PD apply even if stayed.
  3. This communication is time sensitive, date & time as per E-mail ISP, & requires a reply within 14 days of receipt, deemed 5 days after service by post, or 1 day after electronic service. After 28 days conduct is determined by default, adversely by your omissions / failures in like principle to CPR 16.5.(5). Please retain our acknowledgement as proof of your reply. Proceeding beyond your own estoppel, p ii, et. al. falls within 6. There is a failure to provide any standard disclosure – CPR 31.6 – which is consistent with the failure to verify, and shall be required simultaneously with verification when & if the claim is amended for full CPR compliance, by application notice.
6. **IF**, before the end of the time allotted by the court, 33 days from 11<sup>th</sup> Inst, I allege or claim, & you omit or fail to controvert, or you make a false representation of any kind, knowingly or otherwise, or you fail to authenticate or disclose the matters on which you rely **THEN** you consent, acquiesce or agree your claims fall within – **Denning LJ in Lazarus Estates Ltd v Beasley** [1956] 1 QB 702 – & all further actions are voided or rescinded thereby. Estoppel stipulated is final.

**"common law estoppel by representation"** in Halsbury's Laws of England, vol 16(2), 2003 reissue & others. **Conduct in FACT IS indisputable representation**. The reality of actions – facts - represent themselves, *'speak louder'* than the words **anyone** chooses in disparate predication. **Only class immediate inference applies**. Usage 'without informing otherwise' includes the meanings logically to the contrary, contradictory & to controvert.

**UNTIL SUCH TIME A-** as this defence reaches the other defence-parts 2-20+, **all PRE-supposition** – by *predicating the matter*, as a **so-called debt** – shall **revert** & remain an **alleged-debt**, *ex post facto* its origin & audit, **not admitted without evidence** being disclosed & **proved strictly**. **B-** the claim is **FULLY CPR compliant & signed**, & **C-** CPR 11.5.(b) is precluded. **D- Little or no** doubt the reason for NOT signing, is that so-called Particulars of Claim do not exist independently from their mere thought forms. CPR 1 applies fully & 1.4 (d) is the above order for resolution, & includes EU HR & UK HR Act 1998,

**E & O I – NOTICE: throughout the AoS & Defence. Failure to reply as required, to any Y/N, defaults adversely against you, & by that conduct you consent to all T & C, p8. Please retain any acknowledgement of your reply. Any omission on my part is with purpose 1.1.(2) (a) ensuring an equal footing;** Where the claim is stayed, any other defence parts are held, at Defendant's **discretion**, precluding **all judgements, until application** to lift stay, is filed & served on Defence<sup>9</sup>. Any incomplete construction by the Defence is taken as **fully ditransitive** in meaning.

[ ANY party, who has been asked a question, who **fails** to answer it – within its terms, usually Y/N – **with** an acknowledged reply from the party who asked & is affected, shall be taken to admit (**CPR 16.5 (5) rule**) the question in the adverse sense affecting that party who so failed. The result being my **claims / allegations admitted by conduct: undisputed / uncontroverted** by complete written constructions served on all parties with proof - PoD. Unsigned orders are a significant property of reasoning processes to which their author chooses to conceal their identity contrary to law & duty. ] Note also: when I use generic nouns e.g. 'the court' I **mean** a Court Officer, Manager or Judge.

5 And **of course** served on all parties, continued in addenda & corrigenda. By Conduct, Acts/Omissions, The claim-issue date is reset to the date compliance is met.

6 **Principium tertii exclusi**. "the most certain of all principles" or **Principium tertium non datur**. All requests for any disclosure include CCA s77/79 relevance.P9-10

7 Conduct by one joins conduct to all involved. If one acknowledged by any means, that is deemed the same for all involved. Court service is sufficient to join CL & LR. Service on one is service to all, it means & effects **you** - see Glossary (CL/LR) are **fully aware & cognisant**, to whatever degree you take notice, Ignorance of the law is no excuse.

8 **Without demur**, Any hesitation is sufficient to confirm mens mentis & mens rea. An honest persons would, on notice of failure, **instantly** remedy the failure with an abject apology, served on the party affected. There is no exception provided through 2.3. (e) – being covered by reference to that LSA.

9 The **failures aforementioned** combined with **failing to disclose** are admitted by cause of **false & or misleading representations – FRAUD**, 56 days following any stay is taken as the claim was voided & never made, & thus a stay has no grounds & cannot be lifted, claim & process is discontinued, **voided ab initio**, & struck out **WITH PREJUDICE**, TIME reset to zero. ab initio.

Statement of DEFENCE general conclusions part 1 only, of about 22.

**It is NOT POSSIBLE to swear a – self contradictory  
False statement of Truth  
with an honest belief in its truth** within CPR 22. & PD 32.14 & Fa s2.2 (b)

XXIX - We will sell to no man, we will not deny or defer to any man either Justice or Right.

1. **THE FAILURE TO VERIFY.** – is confirmed as a FACT, **knowingly** deposited & issued :  
It is **IMPOSSIBLE to sign 'I / I AM'** with a name that is **NOT** one's own **without knowing** that name is **NOT** one's own. Fact confirmed by absence of real person –  
Issued 24/03/16 [Served FIVE TIMES 1= CCBC, + 4 MORE on 16.04.16 for CERTAINTY of <sup>20</sup>]  
 (a) **The CONDUCT**, of three served-persons, shows my allegations remain agreed, by undisputed, uncontroverted silent acquiescence of: **Senior Partner Sarah Perry (LR-!)** & two Company Officers **Ken Stannard / Neil Clyne (CL)** \*1.  
 (b) **Genuine failures are remedied, false statements remain so** if that was the original intent. Intentional & persistent false representation an antilogical - *contradictio in adiecto*.
  
2. **CPR 32.14 – CONTEMPT \* 6.** Their verification has that significant property which was: *a false statement in a document verified by a statement of truth without an honest belief in its truth* . Falling simply within **CPR 32.14 – Contempt of court – SIX times –** with:  
 (a) **FRAUD ACT BREACHES**, see next section.  
 (b) Marked with estoppel to which pages 1 & 2 make clear reference, with what remains impossible if pursued.
  
3. **FULLY AWARE.** With their 28 day expiry just past, a brief scrutiny of their conduct shows that were the above failures **genuine**, a purging of their contempt **should have been of such immediacy** with apology, to have taken place by the **latest 18<sup>th</sup> April** on direct observation of the defence with its being, of course either controverted, or a substantive apology submitted. **The awareness of such an impossibility *contradictio in adiecto* has to be with <sup>1</sup>.**  
 (a) **It takes fewer than 3 seconds to SIGN** the verification! **IF** the error is **genuine**.  
 (b) That time having past without such conduct, discloses their requisite *mens rea / mens mentis*. **ALL for Legal partnership 296 staff CONTRARY to RSA & CPR principles knowingly**
  
4. **3.4 (2) (a) or (b) STRIKE OUT or STAY.** The conduct meets both requirements, **but if stayed:**  
 (a) **& the Claimant / Purported Representative ever apply for the stay to be lifted**, then the estoppel pre-requisites of course remain **admitted**, whereby the estoppals to which references were made on **P1. L28 & P2 L30...Your failures on truth show no respect... ESTOPPALS carry sanctions for contempt...**All T&Cs being accepted. They would require exemplary treatment with the fullest purgation & confession, as they shall be the primary subject matter in a transfer & trial.
  
5. **ALL – TAKEN AS ADMITTED CPR 16.5.(5) – failures to controvert – confirmed.**

20 An intentional tort, contrary to RSA & CPR principles CONFIRMED by its continuation for 32 WEEKS,

### INDUCTION PARTS.

It follows in too many parts of PD 3.6-3.9 that e.g. 3.8 Where a legal representative has [NOT] signed a statement of truth, ... contrary to 3.9 - *The individual who signs ... must print his **full name clearly** beneath his signature.* - **this statement CONCEALS SIX primary contempt estoppels plus TWO statutory breach estoppels Fa s2, s3:**

1. **'I' or 'I am' are self-referring**<sup>Ln2</sup>. It is **not possible** to use a self-referring expression to refer to someone else / **other than oneself, without knowing** one is being dishonest & false, because it is not possible to be one-self and another person at the same time. To state **'I am'** followed & **Signed**: using **someone else's name** is forging & counterfeiting a signature **knowingly**. It is **contempt of court & a false representation in breach** of:
  - (a) **Fraud Act S2.2.** (b) *the person making it knows that it is, or might be, untrue or misleading.*
  - (b) **Knowing the name one is signing**, does not even belong to a person who exists, adds to the deception.
  - (c) What **seems** to be a declaration of truth, is in fact a falsified representation **made to appear** true & mislead.
2. Doing the above **within a statement of truth**, to **verify** a statement of claim is **not merely failing to verify** that statement, it **dishonestly falsifies & attempts to mislead the readers in a court of law**, by **stating: if** something **be** true, knowing that it **is** false<sup>21</sup> – abusing the process of an upright court procedure. (cf. I **believe** my name is (x), with I **know** my name is (x).) Does anyone accept sworn testimony made by someone who doesn't even know their own name?
  - (a) It falls within **FALSE STATEMENTS – CPR 32.14 as contempt of court.**
3. **It is impossible** for a **named** purported (LR) - **person who does not exist** to - by summons - attend court or rely on a statement made using that name, hence to summons the **name** results in **contempt of court**.
4. **It is impossible** for a **named** purported (LR) - **person who does not exist** to - by subpoena – be compelled to provide testimony or rely on a statement made using that name, hence to subpoena the **name** results in **contempt of court**.
5. **Dependent upon 3.** just above, the court is left with the same situation whereby the absence of the (LR) **effects** likewise the same failure, due to there being no person of the name of the Claimant (CL), a summons **MUST fail** and results in **contempt of court**.
6. **Dependent upon 4.** just above, the court is left with the same situation whereby the absence of the (LR) **effects** likewise the same failure, due to there being no person of the name of the Claimant (CL), a subpoena **MUST fail** and results in **contempt of court**.
7. **FRAUD ACT S2.** Thus far from 1-6 we have a **breach of the Fraud Act s2**, (leaving the obvious aside – the breach of s3 – where the term **DISCLOSE** occurs well over 10 times. **FAILURE IS** the breach. & **SIX contempts of court**.
  - (a) **Purging** this contempt **should**, if genuine, have been done by the latest date – 16<sup>th</sup> April, after service of CCBC Notice & copies served on FOUR addresses.
  - (b) Exhibits: **CCBC C5AU???? case subject matter TRUTH** AoS & Claim Form in copies of 1-17 pages, **PoD to (LR)** by Fax. **PoD to (CL)** \* 3 Emails. **MARKED FAO**

21 Note: the conditional *if* rejected subjunctive *be* versus the literal indicative *is*.

Senior partner. **Sarah Perry** (LR) CEO/ MD, / Chairman of Cabot...Ltd. (CL) **Ken Stannard / Neil Clyne.**

- (c) **NO person above named** 7. (b) (WH *aka* LR) nor the (CL) has contacted me on **EITHER** Reference: Case **C5AU???? TRUTH OR its subject matters of truth & falsity CPR 22, PD 22, CPR 17.3** et. al. **the estoppals remains** with sanctions, & have **not** been **controverted**, which is the significant property **effective from such conduct P1 L27 & p2 L25** my focus on determination of purpose & consent.
- i. **Conduct** which fails to controvert in any way the matters of **truth / falsity**, is **conduct** that is **taken as admitted false – CPR 16.5 (5)**. I stipulated this on 11<sup>th</sup> April, *pages 1-3*
  - ii. After 28 days & 5 seconds, when it takes less than 2 seconds to **sign** for truth. It is clear that the **strict liability rule** applies: ... **conduct** may be treated as effecting a **contempt of court** [clusters]– tending to **interfere with** the course of **justice in particular legal proceedings regardless of intent to do so – the strict liability rule.**
  - iii. **I aver that no amendment of the case CPR 17.4 (3)...** *only where the mistake was genuine...* [clearly not] and any **stay** shall effect continuance of the contempt. It therefore should be **struck out, within CPR 3.4(2)(a) or (b)**, but that is a decision for the court staff. IF, by application to a Judge, **the stay** be removed, or this procedure re-commenced, then this shall be entered as pre-action conduct for any new claim, the present one having no such pre-action as stated already.
  - iv. **To stay the process is to accept & tolerate continuing conduct consistent with:**
    - A. 7. (b), (i) **admitted false** – by conduct.
    - B. 7. (b), (ii) **contempt of court, not purged** – a task of a few seconds.  
**allowing the (purported WH *aka* LR) & (CL) to profit by their conduct of acquiescence, silence, failure to purge / retract & remedy their conduct to make it consistent with CPR 22 truth & integrity.**

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**DEFENCE PART II / 20 – IF matters proceed.**

1. The next section deals with **Defence Part 2 / 20+**, by an examination of the **text alone** within the so-called Particulars [*synopsis*] of Claim, where you shall observe before one even examines what shall be **SELF-authentication – vitiated unambiguously** – the reasoning **is self inconsistent**, with a conclusion contradicting its own premisses, a type of *contradictio in adiecto, one contrary to four parts.*
  - (a) One significant clause is manipulated where the **direct object** has replaced the **subject** hiding that normal subject by using the *past perfect progressive mood*. That clause alone requires some 10 particulars – **defence parts 2-20+** – on which their pre-suppositions lie, remaining, **to be fully substantiated**. A *composite* can **not** perform the function of the verb used, only an individual.
  - (b) The required information of course being within the court's powers e.g. CPR 18, where the court shall need, especially where truth is unverified, the strict proof of the presuppositions claimed.
    - i. We were **never 'given'** nor **served** with the items to which the claims make very general, vague & non-specific reference, consistent with being without their

necessary substantiation or strict proof, nor as I re-iterate was there any proper formal pre-action protocol or documentation.

- A. Given the next item, any **alleged debt** with the claimant in this case is denied totally with controverting documents to be presented if this goes to trial. In which case I require **the three directing minds I have so named** to be depose witness statements & present themselves, for my specific examination.
- ii. Standard documents we have received, directly & indirectly, even as late as May 2016, directly controvert the truth of the claims made, rendering any suggestion that there ever existed any legal deed on which the claims rely: **and** these are completely consistent with the methodology of wilfully misleading, by not verifying the claim form, and conduct demonstrably consistent with not meeting even the 1<sup>st</sup> stage requirements of for example the CCA 1974 s87 & s98.

(c) They shall emerge as the case moves forward, **IF** it does, beyond its own **estoppel meaning all the above has been admitted**. Moving forward without purging the estoppel discloses conduct that is simply tolerant of **contempt for truth & due process, misleading & misdirecting – ignoratio elenchi** – already stated when Defence part 1 was lodged, T & Cs – 1.1

NOTE: E & O I, all these pages are not thoroughly proof read, changes supersede previous copies.

?. ?.W?????? B.A. Lit., B.A. Phil (Hons), Additional disciplines: Law, Logic, Psychology, Shakespeare, Music. Former MD, Clothing. OEM, IT manager, Application designer, Lecturer, Programmer (Unix,Csh,Basic,C,C+, Author of DBMS III, Menuix, Studies in Logic, Contextual Inferencing, and Special Fallacies of Conduct, 'Treatise on Critical Thinking,' and 'On Connoting' ). A significant number of Legal challenges in Magistrate's, County & High Court, with large institutions: Met Police, CPS, TFL, Banks, having prevailed in each. My website is found usually in the top 3 of 250 Million in a Google keyword search  
Removed from this standard letter-head template the similar qualification of other family members

Mr. ?. ?.W?????? for the Defendant.

For the Defendant: 'I believe for the defendant that the facts stated, by me, in this [case C5AU???? ] are true.'

Mr. ?. ?.W??????

### FOOTNOTES

\*1 A- AoS + Defence Part 1, **returned** to Claimant (CL) or Purported Legal Representative (WH - LR) by CCBC, 11<sup>th</sup> Apr. deemed served 16<sup>th</sup>, 28 days expired on May 14<sup>th</sup>.

B- 1-17 page copy faxed to (WH - LR) FAO Sarah Perry. Senior Partner.

C- 1-17 page copies E-Mailed to 3 addresses / 2 CO addressees Ken Stannard / Neil Clyne. All PoD retained.

**THIS IS A PART 31. CPR 31.2, 31.3, 31.4, 31.6 WRITTEN DISCLOSURE REQUEST within CPR 31.14 & 31.15. This notice is for the claimants et. al. & the Court is required to order its disclosure, without which no enforcement proceeds – from the Court's very own Direction Letter 11<sup>th</sup> April stating: "Where he wishes to proceed..." Court Directions Apr 11<sup>th</sup> ...see Page 21 & copied below from fn 15 p27<sup>22</sup>**

**the claimant must contact the court... This OF COURSE requires a completed construction... e.g WITH FULL DISCLOSURE COMPLIANCE. CPR 31.6 HAS FAILED BY DEFAULT**

22 He / Claimant et al. is required to produce all documents referred to as 'WITHOUT' AND their dependencies from & including all original agreements / assignments on which are based ALL alleged debts & reliance for any claims whatsoever. **THIS IS A PART 31. CPR 31.2, 31.3, 31.4, 31.6 DISCLOSURE REQUEST within CPR 31.15. This notice is for the claimants et. al. & the Court is required to order its disclosure, without which no enforcement proceeds.**

## Adverse inferences from silence or 'admit nothing.'

I treat this traversal as falling within The Criminal Justice and Public Order Act 1994 which provides statutory rules under which **adverse inferences** may be drawn from silence.

5 Despite this not at this stage being one, it has the potential for one within **CPR 32.14**  
AND **CPR 16.5(5)** in which this claim has been made & already falls within.

Hence, when I challenge any matter it is understood to be **as a claimant for the purposes of the specific questions or allegations**, and my addressee(s) are for that same purposes the **defendant(s)** during which the question remains unanswered, or  
10 any right to silence is used without so expressing it.

**Content of defence: – CPR 16.5 -- (5)** Subject to paragraphs (3) and (4), a defendant who fails to **deal with** an allegation shall be taken to admit that allegation.

Comment on **deal with**, this phrase has an extended meaning, permitting many types  
15 of treatment, eg **deal with by ignoring**. In the context of my questions, the specific meaning of **deal with is**: unless controverted with good reason, it is NOT **dealt with**  
by **controverting, contradicting with evidence** or in the requisite manner.

Adverse inferences may be drawn in certain circumstances where **before** or on being  
20 charged, the accused: fails to mention any fact which he later relies upon and which  
in the circumstances at the time the accused could reasonably be expected to mention; fails to give evidence at trial or answer any question;