

NOTICE

Of Harm and Liability

Notice to One is Notice to All – Notice to All is Notice to One
Including but not limited to
All Heirs and Successors

To David Speirs doing business as Chief Executive Officer of Hauraki District Council

THIS Notice is served to You,

To David Speirs doing business as Chief Executive Officer of Hauraki District Council
c/o Hauraki District Council
corner of William Street and Belmont Road,
Paeroa, 3600

Dated this day 27th November 2024

This NOTICE is to inform you that non-acceptance of a bearer negotiable instrument namely a Bill of Exchange is contrary to the law; a correctly tendered Bill of Exchange can discharge debt and that a Bill of Exchange is Cash; and that I no longer do business by phone text or email.

1. **Is it not true** You David Speirs chief executive officer of the business Hauraki District Council, are responsible for the way your business operates?
2. **Is it not true** You David Speirs is also responsible for the day-to-day rules that your staff are supposed to adhere to?
3. **Is it not true** You David Speirs are an Agent of the Crown?
4. **Is it not true** You David Speirs are sworn to uphold New Zealand Legislation?
5. **Is it not true** that the Bill of Exchange Act 1908 is current legislation in New Zealand?
6. **Is it not true** David Speirs that your Group Manager of Buisness and responsible of finance, Duncan Peddie received a bearer negotiable instrument, Bill of Exchange dated 25th October 2024, for the total value of Two thousand. Six hundred and ninety dollars and sixty-two cents in payment of rates for valuation number 05080/411.00 and the total value of Five dollars and forty-six cents in payment of rates for valuation 05080/430.00, that was couriered New Zealand Post to you; tracking No: LV194728416NZ and received by the Hauraki District Council at 10.13am on Tuesday 29th October 2024
7. **Is it not true** that the Hauraki District Council has not notified Us of any material defect in that bearer negotiable instrument?
8. **Is it not true** that the Hauraki District Council accepts Cash as a valid method of payment?
9. **Is it not true** that Bearer-Negotiable instruments are Cash?
10. **Is it not true** that cash is defined in s5 of the Anti-Money Laundering and Countering Financing of Terrorism Act as physical currency and bearer-negotiable instruments?
11. **Is it not true** that bearer-negotiable instruments are defined in s5 of the Anti-Money Laundering and Countering Financing of Terrorism Act as bill of exchange, a cheque, a promissory note, a bearer bond, a traveller's cheque, a money order, postal order, or similar order or any other instrument prescribed by regulations?
12. **Is it not true** that Bills of Exchange are legally recognised as negotiable instruments and must be treated as cash?
13. **Is it not true** that the principle of Bills of Exchange being cash has been affirmed in the highest courts of the UK?

14. **Is it not true** that this principle was established in Jackson v Murphy [1887] 4 T.L.R. 92 where it was held that *"a bill, cheque or note is given and taken in payment as so much cash, and not as merely given a right of action for the creditor to litigate a counterclaim."*
15. **Is it not true** that Lord Denning stated in Fielding & Platt Ltd v Selim Najjar [1969] 1 W.L.R. 357 that *"We have repeatedly said in this court that a bill of exchange is to be treated as cash. It is to be honoured unless there is some good reason to the contrary."*
16. **Is it not true** that the Hauraki District Council retained our Bearer-Negotiable instruments?
17. **Is it not true** that the Hauraki District Council has received full and final settlement of the matter?
18. **Is it not true** that a bill of exchange is discharged by payment in due course by or on behalf of the drawee or acceptor?
19. **Is it not true** that where countries have a central banking system the Uniform Commercial Code applies in commerce?
20. **Is it not true** that if tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument, the effect of tender is governed by principles of law applicable to tender of payment under a simple contract?
21. **Is it not true** as a creditor, you have a legal obligation to accept bills of exchange as payment when properly tendered?
22. **Is it not true** that to claim default of the Rates Payment is to make a fraudulent statement, misrepresenting fact and on the face of it with intent to defraud?
23. **Is it not true** I now have to take this stance against you and your business because of what You have done to me, which was never a position I wanted to be in but am being forced into due to the unlawful, illegal, and immoral way you have gone about this whole situation?

I am hereby offering in good faith, an opportunity to resolve this issue, so that we can all move forward without having to cause any more stress and duress to all concerned.

If You can find/provide proof that Bills of Exchange are not cash and cannot be treated as cash, and that the New Zealand Treasury will not accept the Bill of Exchange for processing, then I am happy to reconsider my position and hopefully put this behind us as a learning experience and resume our working relationship.

I am offering You **14** days to respond to this Notice, the 14 days commencing from the day this NOTICE is delivered/signed for at your place of work/business, failure to respond may result in this situation escalating into a Legal case which I would prefer not to happen.

Any grammatical/spelling errors do not affect/effect the intent of this Legal Notice.

Please respond by hard copy, no email, and no verbal communication will be accepted unless there are independent witnesses available for all parties concerned.

Send any and all responses to: Kayla Michelle [Russell]
c/- 77 Crown Hill Road, RD4, Paeroa, 3674

Matthew 18:16

But if he will not hear *thee*, *then* take with thee one or two more, that in the mouth of two or three witnesses every word may be established

I AFFIRM this to be my autograph;

Kayla Michelle

Date 27/11/2024 Principal

I AFFIRM this to be my autograph;



Kayla Michelle

Kayla Michelle

Date 27/11/2024 Principal

Witnesses

Householder Karangahake, Date 27/11/2024



Luke Josed

Householder Karangahake, Date 27/11/2024
Katikati



Melanie Jayne

All Rights Reserved

NZ POST

NZ Post Limited

Paeroa Central PostShop

25/11/2024

3:34:24

TXN NO. : 2510010022885
Till Number : 1

TAX INVOICE
GST No: 27-351-767

PRODUCT	QUANTITY	\$ AMOUNT
COURIER PARCEL Kg: 0.295 City/Town: Paeroa Tracking No: LF032012671NZ	1	\$7.20
SIG REQ SERVICE	1	\$3.00
Total excl GST		\$8.87
GST Amount		\$1.33
Total incl GST		\$10.20

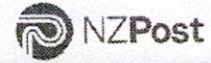
GST DOES NOT APPLY TO ITEMS MARKED *

CUSTOMER ENQUIRY SUMMARY

To track your parcel(s) go to:
www.nzpost.co.nz/track
NZPOST 0800-501-501

+ Indicates that the parcel is not tracked

NZ POST
PEOPLE REACHING PEOPLE



COURIER

PAEROA

SIGNATURE REQUIRED

GW: 0.295kg Price: \$10.20
PAEROA CENTRAL POSTSHOP
25-Nov-24 15:33 1286166 2510010022885

LF032012671NZ



LF032012671NZ

Name (print)

Signature

DELIVERY DETAILS

Name:

Attn: David Speirs

Company:

c/o - Hauraki District Council

Address:

1 William Street

Town / City:

PAEROA

Postcode:

3600

Phone:

07-862-8609

Country:

NEW ZEALAND

Please fully complete the address panel in English.



This bag is made from

80% recycled plastic




Quick?

Enter your tracking number here

Track

Select all (1)

Filter by 

LF032012671NZ


Parcel options 

Delivered with photo

08:57am, 29 November 2024





Your parcel has been delivered by your local courier driver based at Waikato Provincial Depot and signed for by "HCPO23 ATL". Any questions? Please [contact us](#)

 Proof of delivery

- **With courier for delivery**
08:12am, 29 November 2024, Paeroa
- **Collected from sender**
03:34pm, 25 November 2024

About this parcel

-  Courier
-  Signature required

Show less 