

My Rebuttable Affidavit
Of Harm and Liability

The Law of Agent and Principle applies therefore service upon One is service upon many.

To The living man known as Jeff Millward doing business as Chief Executive Officer of Waimakariri District Council Corporation

THIS Rebuttable Affidavit is served to You

c/o Waimakariri District Council Corporation
215 High
Rangiora 7440

The date known as 15th December 2025

I, Maureen Majella of the house of "Holland", do solemnly and sincerely affirm that I am of sound mind and body and fully competent to make these statements, assertions and facts contained here-in and I hereby state and affirm that the following claims are true and correct.

Please Note, Two previous documents - a NOTICE of Harm and Liability and Live Life Claim - sent to you on the 22nd October this year have now gone past their response period. As a result, this situation has now escalated to this Rebuttable Affidavit process which will be actioned upon, as soon as it goes unrebutted in **21 days time**, unless a settlement is agreed upon by all parties concerned, within the 21 day period of Rebuttal.

Due to the fact none of the points I presented in the NOTICE have been responded to, they are hereby presented again as a last ditch effort to get or find a remedy to what's occurred so far.

1. **Is it not true** You Jeff Millward as chief executive officer of the business corporation Waimakariri District Council, are responsible for the way your business operates?
2. **Is it not true** You Jeff Millward are also responsible for the day-to-day rules that your staff are supposed to adhere too?
3. **Is it not true** You Jeff Millward are an Agent of the Crown?
4. **Is it not true** You Jeff Millward 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** that You Jeff Millward received 2 bearer negotiable instruments, Bills of Exchange, dated 7th October 2025, to the value of Eight thousand, eight hundred and Forty-four dollars and forty cents [\$8,844.40] and Seven hundred and seventy-seven dollars and eighty-eight cents [\$777.88] in payment of rates for valuation number 2153312200 and 2153312201 that were hand-delivered, on the 8th October, to the main office – stamped and dated.
7. **Is it not true** that the Waimakariri District Council Corporation has not notified Us of any material defect in that bearer negotiable instruments?
8. **Is it not true** that the Waimakariri District Council Corporation 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?

NJM
LM
MM

12. **Is it not true** that principle 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 Waimakariri District Council Corporation retained our Bearer-Negotiable instruments?
17. **Is it not true** that the Waimakariri District Council Corporation 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** that the Waimakariri District Council Corporation has received full and final settlement of this matter.
24. **Is it not true** that a General Maxim of Law states – "Money refused releases the person paying or offering payment"?
25. **Is it not true** no-one ought to be burdened in consequence of another's actions?
26. **Is it not true** that it is fraud to conceal a fraud?
27. **Is it not true** that out of fraud no action can arise?
28. **Is it not true** that to issue a rates penalty notification when the Waimakariri District Council Corporation has received payment is fraudulent?
29. **Is it not true** We have offered via the previous NOTICE an opportunity to settle this matter and it was ignored by You?
30. **Is it not true** We now have to take this stance against You and your business because of what You have done to us, which was never a position we wanted to be in but are being forced into due to the unlawful, illegal, and immoral way you have gone about this whole situation?

You have **15** working days to reach a private settlement.

You have **15** working days to rebut the above point by point with points in law. Non-positive law in the form of statutes, acts, or codes are not applicable. Rebuttals must be under penalty of perjury and made in your full commercial liability.

Said rebuttal must include the wet ink signature of the official rebutting any of the above along with a copy of their surety bond or the bond number and the name of the issuer of said bond.

If a settlement isn't forthcoming 'within' this time-frame of 15 working days, all Legal/lawful means will be used to collect the amounts claimed, these may involve the removal of property to the value of the claims and also the placing of caveats over property owned by

NW
LM
MM

the parties involved. Any Registered debt may affect the credit ratings of those parties' names also.

As such, We hereby claim \$250,000 NZ Dollars for the bullying, coercion and humiliation We experienced by the action/inaction of You, Jell Millward

Making a total of \$ 250,000 NZ Dollars owed to Us by You, being – Jell Millward.

If this Affidavit goes Unrebutted, You are aware the claims made with-in this document, will stand as Truth in Law and A Judgement in Commerce, as such debts are owed beyond any reasonable doubt and shall be collected by whatever means is available to myself/a hired debt collector/the Courts.

Let it be known, ANY Spelling or grammatical errors are accepted/don't affect/effect or later in any way the contents of this Legally Binding Affidavit. Use of Capital letters and capitalised words is to highlight the word for attention only or to signify LEGAL reference.

The Place of Claim is the geographical area known as New Zealand - the Land, not the corporation.

Send any and all responses to: Maureen Majella
37 Gammans Road
RD 1
Oxford {7495}


Deuteronomy 19:15 One witness shall not rise up against a man for any iniquity, or for any sin, in any sin that he sinneth: at the mouth of two witnesses, or at the mouth of three witnesses, shall the matter be established.

MM *Maureen Majella* 

AFFIRMED at North Canterbury on this 15th day of December 2025 and forever more.

These witnesses affirm they witnessed this Affidavit

LM *Letitia Margaret.* Householder North Canterbury, Date 15/12/2025

NM  Householder North Canterbury, Date 15/12/2025

MM
LM
MM