

In the (former) Admiralty Law High Court of New Zealand

Christchurch Registry

No: CIV-2025-409-107

Under the Insolvency Act 2006

In the matter of

In the matter of the untoward
promulgated bankruptcy of Brian Walter
Gibbons

Between

Christine Glenda Russell
of Taupo, Radiographer

Plaintiff, Counter Claim Defendant

And

I am acting on behalf of the legal fiction
entity

BRIAN WALTER GIBBONS
of Mt Lyford

Retired

Defendant, Counterclaim Plaintiff

Affidavit of BRIAN WALTER GIBBONS

Filed by: Brian of the House of Gibbons

Representative of

BRIAN WALTER GIBBONS

Without Prejudice

Scripture: Exodus chapter 20 verse 15 and 16 "Thou shall not steal and though shall not bear false witness against thy neighbour.

The defendant Brian Walter of the House of Gibbons has no case to answer for: albeit *formerly facknowledging that he owes the applicant an agreed sum of \$100,000.00, when he can pay in due course, as previously agreed with the plaintiff. * Refer the Defendants Statement of Defence Summary wherein as Defendant, Counterclaim Paintiff he has withdrawn this for reasons outlined and tabled.

I also note that Janine of the House of Arabella is now the Commander in Chief 19 July 2024 as subsequently decreed in the High Court of New Zealand, is also now the Sheriff in respect of the former Admiralty Legal & Judicial system in New Zealand; with the now former Admiralty & Judicial system likewise judged insolvent as of 19 July 2024.

By royal decree Crown-Janine being the lawful Royal Successor has as of the 19 July 2024 placed Aotearoa and Earth and the courts and the governments under the Jurisdiction of Almighty God with the Holy Word from the Bible as the highest authority where Crown corporate laws have become obsolete when any made laws and contracts.

Janine has by royal decree order abolished the legal system being applied to the people and inhabitants, as the original meaning of the term "legal", according to the 1893 Dictionary of Arts and Science and Encyclopaedia Britannica (1893 Volume), is defined as "the undoing of Gods law" or the removal of God. Henceforth, we are now under the jurisdiction of God Almighty and the laws of God, as revealed in the Holy Word.

The Defendant, CounterClaimPlaintiff also notes natural law now applies and supersedes Admiralty Law globally as of 20 April, 2025

Further the respondent notes:

1. The defendants un-rebutted response dated 6 March 2025 as published in Public Notices NZ addressing the reserved decision of Admiralty Law Judge J A Farish dated 4 February 2025 (albeit this reserved decision was not received by the defendant until later via normal post); wherein the defendant called Judge J A Farish into Honour under item 3. The defendant's response was hand delivered personally to the Christchurch courts and duly accepted as a formal response; albeit this has gone unanswered without cure to this date inclusive of the 14 days period stated; thus the defendant's un-rebutted response now stands "as the true and correct record" as tabled and published in Public Notices NZ, and appended here for reference.

2. Notwithstanding other salient points tabled in this un-rebutted response, the defendant refers to the following other key items outlined as tabled below:
 - a. Ref Item 3: Judge J A Farish did not acknowledge, nor address the rightful cure of the injustice of her prior purely legislatively ruling; and furthermore elected to ignore the prima facia case previously tabled in court and already established in the defendants defence.
 - That is the causation, the impact of, the ongoing many years of suffering incurred and endured, as a result of the serious head concussion to the defendant; the ongoing loss of his normal physical and mental abilities, and
 - The loss of the defendant's ability to professionally undertake his normal work and roles and earn in his normal primary income capacity.
 - The defendants actual loss of income in his professional capacity over the last almost nine years at the peak of his career in such roles as regional manager of professional offices, professional or construction project manager (and/or) quantity surveyor, Engineer To the Contract on larger construction complex projects such as hospitals, or other civic buildings such as art galleries & museums, professional witness, arbitration and mediation input and the like.
 - In essence the unrebutted defendant response makes Judge J A Faris judgement null and void: as to allow otherwise is not rightful justice but injustice. As such this allows the lawful recourse open for the defendant to pursue a full claim for the ongoing duress and harm, the loss of income and his physical wellbeing, inclusive of other costs incurred and the like; to all parties promulgating action against the defendant.
 - b. Item 4: in the unrebutted response, the defendant also drew (Judge J A Farish) attention as the presiding judge under the imposed corporate admiralty law judicial system (acting under the then insolvent former crown corporation), that the presiding judge is deemed aware of and in the knowledgeable of the NZ High Court Summary judgement as outlined in Janine of The house of Arabella 24 September 2024 High Court Judgement which makes made null and void (Judge J A Farish) rights to preside over and determine as a judge, without also acknowledging and respecting the defendants personal and sovereign rights in full as advised.

The respondent notes this was ignored by Judge J A Farish to the defendant's on going detriment, duress and harm.

- c. Item 5: Notice was also given that should Judge (J A Farish) fail to action the immediate setting aside as null and void (of your admiralty law judgement dated 4th February 2025) within fourteen days of this formal response, Judge J A Farish shall also personally become and be deemed liable for all ensuing actions, penalties and other costs that may thereafter follow and ensue, until the deemed defendant or the commander in Chief Janine of The House of Arabella (and now the Sheriff of the NZ Judicial system, and the prevailing Natural Law by decree) say and decree otherwise. These are the defendant's personal and sovereign (lawful) rights to recourse under common law (and the now prevailing natural law).
- d. Furthermore the defendant notes that Judge J A Farish's reserved decision has now by default been set aside as null and void per the defendant's unrebutted response as filed under Public Notices NZ.
- e. Item 6: The respondent and defendant shall be tabling this to the Commander in Chief of all (former) crown corporations in NZ (including the Admiralty Law Judicial system), being Janine of the House of Arabella, who took over as Commander in Chief of all New Zealand corporations on the 19th day of July in the year 2024; to ensure Admiralty Law Judge J A Faris accordingly honour the protection of the defendants common (and now the prevailing natural law) inalienable rights to my and the Commander in Chief's satisfaction.

Given the foregoing items 3, 4 & 5 have not been acknowledged nor re-considered in honour as sought (and withdrawn as null and void) and tabled; the respondent notifies that the defendant shall accordingly pursue justice; as my un-rebutted Affidavit states and entitles me to; to address this miscarriage of justice which carries severe ongoing penalties for not only Judge J A Farish but also all other entities and party's associated and promulgating the courses of action under Admiralty Law against the defendant as outlined and tabled in my unrebutted full Affidavit of Status of Life displayed on Public Notices New Zealand.

- 3. I also note the premise and posturing put forward by the admiralty law counsel representing the plaintiff; as to the respondent being untoward to accepting the (then supposed) bankruptcy documents is mainly fabricated, as in at minimum no more than just posturing to

serve their untoward intent to deviously discredit, dishonour and maximise leverage and harm against the defendant. In fact the defendant was commended in 2024 by the former server; and likewise both last two successive persons when personally arranging service of these 2025 documents given the defendant's amiable cooperation and being obliging in arranging facilitation of service of these documents. Refer also to the Defendant, Counterclaim Plaintiff Summary statement.

Initial documentation in 2024 was served to me at my advised physical address in Mt Lyford after informing the servers; and then likewise repeated recently in 2025, again advising and reconfirming my rural address, albeit noting and co-operating working in with them in respect of the current documentation; the first party of which withdrew with written apologies to the defendant for what I now ascertain were not the stated personal reasons but perpetrated construed injustice to the Defendant, CounterClaim Plaintiff.

Of significance is the fact that on the two occasions I had made set times and kept these mutually agreed arrangements to receive this subsequent documentation; the servers on both occasions could not oblige in meeting these agreed arrangements (in Christchurch on both occasions I may add) themselves; albeit this was again perpetrated upon the defendant in an untoward and construed manner not reflective of actual truth. Refer my Statement of Defence Summary for further comments.

The missed appointments (by the servers themselves) was not of the defendants making and responsibility. Given the untruths being promulgated and tabled against the defendant; he shall be invoicing all relevant parties associated with, and promulgating such, including Avon Investigations.

4. The defendant's Statement of Defence Summary and this Affidavit has been tabled to both the plaintiff's admiralty law legal counsel, and likewise the plaintiff herself; both with accompanying True Bill Ledger invoices, both in the respective law office name and in legal counsel's private name as I am entitled to action under Natural Law. Similarly to the Plaintiff, Counterclaim Defendant

For the sake of clarity and for the further parties addressing this matter I attach a hard copy of the True Bill Ledger Bills raised 3 May 2025 to both the Admiralty law legal counsel for the Plaintiff, and the plaintiff Christine Glenda Russell. The defendant notes the former True Bill Ledger Bills were dated in the year of 2015 in error and has since been corrected in successive accounts to read in the current year of 2025.

I also attach a further True Bill Ledger account to Admiralty Law Judge J A Farish given my un-rebutted response as outlined above issued to her in her capacity as Judge J A Farish; and in the private as J A Farish for not calling herself into honour and making null and void her reserved judgement against

the defendant as specifically sought. Refer foregoing detailed comments pertaining to this.

5. Counter Claims under Natural Law

The defendant has now updated his account for the ongoing loss of commensurate income, as a result of his severe head concussion incurred and the ongoing suffered given the grossly worn (polished bare and very slippery timber decking when wet or icy) to the existing timber decking and step at the main front door entry of the plaintiffs former home which the defendant was not allowed (forbidden) to undertake remedial work; beyond re-nailing yearly as required, given this home was planned to be demolished then in the ensuing year.

The defendant was also frustrated at not being allowed to upgrade or repair the deteriorated decking surface (and other relatively critical areas), and on a number of occasions cited this to the plaintiffs visiting relations; only to be met with the typical response "it's her home and she is wishing to demolish it in the very near future to rebuild a new one; so why would she wish to spend money on it", albeit acknowledging the timber decking at front (and rear at high level); and timber steps as such being also being in a bad state of repair, in places dangerous by the plaintiffs own admission, and a health & safety issue in reality.

Its worthy of noting here that we had to apply mould treatment and repair the adjoining dangerous timber steps adjacent, where her former husband had slipped on these causing not insignificant injuries to himself prior to his passing, given similar severe deterioration and slippery surfaces prevailing to many of these steps also.

As stated in my initial court hearing response; the defendant has a prima facia case already established which he could have initially prosecuted the plaintiff on; given the foregoing and the defendants serious brain injury suffered; albeit not considering such then as I am honourable and a respectful living being not wishing to take advantage of the plaintiff.

However given the plaintiff has now elected to promulgate untoward proceedings against me knowingly so in poor faith, and vexatiously ; the defendant now has no option but to counter claim and pursue genuine fair

natural justice accordingly for not only loss of earnings he incurred in his former professional capacity; but also to rebutt in total the plaintiffs claim as his serious head concussion has significantly impacted on and eroded the defendants lifestyle; and likewise ending his professional abilities and career, and thus his main income source since incurring his serious head concussion on the 6 August 2016.

The defendant also wishes to add that the plaintiff voluntarily admitted of her own volition many years later to her not realising or understanding the serious brain injury the defendant had incurred with his head concussion, albeit the defendants sister (with a doctorate specialising in Clinical Psychology) had attempted to explain to this to her on more than one occasion; with little empathy and understanding.

Counter claim for loss of professional earnings incurred:

8.75 years x 200, 000.00 = \$1,750,000.00

6. Counter claim for undertaking (interim) cladding work restoration on the plaintiffs Beachfront property at Pukehina, given the serious deteriorated condition.

Given the plaintiffs promulgation of proceedings; the defendant now also includes a claim for the significant work undertaken and completed by the defendant on the plaintiff's property.

The defendant was literally incapacitated for some four months initially without being able to progress in his health recovery, albeit undertaking recovery activities put forward by a local sourced and personally paid physio and sacral cranial specialists specialising in head injuries (given ACC had declined my application for medical assessment). After challenging ACC and their change of response; the defendant was able to be belatedly seen and assessed by a neurologist in early 2017 to have his serious head concussion confirmed.

Before this the defendant initiated his own convalescence programme in order to be pro-active and productive and thus hopefully progress his recovery in mind set and physically on his tedious slow path of assisting and aiding his recovery.

Whilst it may now be said In hindsight that the defendant should not have been undertaking this outlined work below; he used the restoration of the claddings as part of his own planned (self) therapy given he needed exercise (hoping in the process to assist and alleviate progressively his significant motion, balance and light sensitivity issues); but also to save the existing claddings, shed roofing, outside joinery and the like. Unfortunately the plaintiff did not relate to the defendants very poor state of wellbeing saying "just get on with it"; as the plaintiff herself had by he own admission suffered (as I was to subsequently learn an incomparable "minor head concussion") many years earlier, albeit not a serious one as she later learnt. This was not the response nor understanding one would normally expect from a qualified medical professional,

Interim Cladding Repairs & Restoration works undertaken for the plaintiff at 71 Pukehina Parade, Pukehina.

The defendant researched further having had specialised experience in allied works of this nature, sourcing and with the plaintiff secured appropriate materials, (and then undertook the substantial works of preparation , pre-repair and thereafter the painstakingly work of detailed sequential cleaning, removal of severe built up salt deposits, specialist corrosion neutralising, and then epoxy repair work; followed by high build repainting of the complete exterior claddings etc (as itemised) to this large beachside family home at 71 Pukehina Parade, Pukehina for a mere fraction of the cost of fully recladding the home; given the serious cladding deterioration suffered as a result of many (circa thirty years) of neglect and severe weathering incurred from the harsh seaside salt spray and likewise wind assisted sandblasting to all external claddings. These works were undertaken with a view of saving the existing claddings and generating another ten years of lifespan for the majority of these external claddings and timbers, when reinstated to a reasonable state of ongoing protected use; before total recladding became necessary in the future.

This was achieved after a good number of months intensive summertime work entailing:

- a. Brushing and or wire brushing, chisel, chipping and when necessary filling; and then sand paper removal of all surface salt and rust residues and lighter encrustations.
- b. The cleaning, sanding, emery paper removal of corrosion from all individual nail heads; followed by a double x two coat 5% phosphoric acid neutralising of the corroded former galvanised clout heads, washed down between applications by clean water; then when dry an epoxy resin double coating of the existing former galvanised clouts; then applying a liquid type butynol rubber seal over coat, before subsequently over painting with a

minimum of 3 but in the end 4 to five top coats(depending on exposure) as covered out below.

Note some ten percent of clout fixings had to be redone initially as the back of the galvanised clouts had also corroded given the deteriorated and softened cladding substrate without being able to be initially detected which subsequently then leached further corrosion stain given the porosity of the old unprotected hardiplanks substrate (given a lack of former protection to the torrid seaside elements): similarly so to the soffit and baseboard fibrolite linings.

c. Thereafter two seal coat's of top coat surfacing was applied around and over to each individual treated galvanised clout fixing.

d. Then followed a minimum of three coats of high build special paint (five and six coats to seriously exposed areas, and metal flashings, flat and corner soakers) applied after a further regular "blanket" washing down resulting in an approximate 98% initial success rate. A follow up was again thereafter required to some of these nail fixings, noting that this was going to be needed to be done annually perhaps to a few prone and trouble-some fixings; areas or replacement of these fixings if necessary. We note this was not required or attended to at the time of the defendant's departure from our former relationship as the refurbished claddings were performing relatively very well.

e. Repairs to three external timber decks decking, steps, handrails, balustradings, and south eastern glazed screens, and the painted deck screen cladding protection & glazed timber deck returns.

f. The detailed repair, preparation and rust neutralising treatment, epoxy protection coatings and subsequent top coat paint coatings of the remains of the wall mounted Kitchen extract system external hood.

g. The removal of severely corroded light fittings; two hinged aluminium screen doors, external light fittings, acid cleaning, repair of, applying protective finishes & treatment to, and subsequent reinstatement of.

h. The removal of wind assisted built up severe salt encrustations to the soffits, wall claddings, base boards, aluminium window and door joinery, timber decking and balustrading fixings, and successive treatment of as necessary as outlined above.

i. The replacement of two external stair stringers, with two shaped new stair stringers and three new replacement stair treads to suit; priming and subsequently painted out; noting that another repair also done by others.

j. The sanding, emery paper sanding, scraping and chipping out, off and away of corrosion to all former clout fixings repeat treatment and painting etc to four glazed wooden joinery screen units; to the front covered verandah soffit, side and end walls as this section was grossly prone to

significant wind driven sand blasting, salt water exposure and dried salt build up. Additionally where the fibrolite soffits and wall claddings had severe salt encrustation, these patches were removed, treated, patch filled & sealed appropriately similarly and not unlike that to the clout fixings with soft substrate.

k. The foregoing was also similarly undertaken to the stand alone single garage walls, soffits and large timber personnel access hinged timber door.

l. The stand alone, single garage metal roof was leaking, severely deteriorated and corroded, necessitating acid neutralising treatment, then typically sealing, with an impregnated epoxy cloth bandage over, sealing this back onto the roofing iron with numerous over coating of a quality roofing paint system. This had been initially attended to some five years prior by the defendant, but subsequently required some further similar patch repairs where other areas of deterioration had also come about and then twice patch over coated again before repainting the complete stand-alone garage roof with two finish top coats.

m. Additionally the built up concrete water deflection bunds (cills) to both the personnel access door and single garage tilt-a-door required regluing to the concrete substrate and then over coating with two coats of butynol rubber ad epoxy sealant for effectiveness.

n. Both the house (large single) and the stand alone standard single garage tilt-a-doors were also repaired for mechanical operation and spring tensions and latch catching; before being washed down, prepared, salt encrustations removed internally and externally, then acid neutralised as required, patch repaired and then top coated three times externally and once internally albeit prone build up areas received additional coats to flashings and channels, and the like given many years of no maintenance (to the house garage tilt-a-door in particular, albeit the garage one was a second hand I need of half the work of the house tilt-a-door.

o. In late summer 2017 some minor percentage of fixings required addressing of corrosion leaching from severely affected fixings where a better sealant to the fixings was required. This was anticipated and expected given the nature of the remedial work undertaken.

Given the defendant's significant brain injury, the defendant could only undertake these works in the shade or out of direct strong sunlight (moving around the home periphery to suit and avoid any reflective sun light or the reflection off the sea water on the lightly coloured painted surfaces and clear glazing.

The defendant also notes to the higher wall areas requiring the use of and working off a tall commercial step ladder, having to be meticulously careful in his methodology of access, support and work input to prevent his losing his balance and falling; even similarly off the lower step ladders also.

This entailed setting up his own good quality step ladders in all phases for all works above chest height noting he had to be seriously focussed on not only his balance but the reaching up to hold the barge board etc, before say loading his paint brush, then looking up and actioning any application work to be performed, be it cleaning, repairs or sequential specialist repairs to all high level works.

Whilst rewarding in undertaking and completing this work; the defendant, (despite the significant positive outcome for the plaintiff) was sometimes made to feel not appreciated despite undertaking these significant works in his poor state of wellbeing health wise.

Defendant Counter claim for restorative cladding works valued at an hourly rate of \$35.00 x 625Hrs = \$ 21,875

The defendant notes if commercially undertaken more like \$45,000 to \$60,000 with overheads, margins, scaffolding, plant & equipment, travel etc would have been a more likely cost.

Brian Walter: Gibbons



Signed by :Brian Walter: of the House of Gibbons as power of attorney of Brian Walter Gibbons

2 Corinthians 13:1

Every word shall be established by two to three witnesses:

Witness One: Name Gail Cross
 Signature [Signature]
 Where from Christchurch
 Profession Retired
 Date 6/5/25



Witness Two: Name [Signature]
 Signature [Signature]
 Where from CHRISTCHURCH
 Profession RETIRED
 Date 6-5-25



Witness Three: Name Gary Bourne
 Signature [Signature]
 Where from Christchurch
 Profession Retired
 Date 6-5-25

