

**Private without prejudice.**

From: Mr Octavio Lopes Cruz  
Miss Carla Frederico  
[houseoffrederico@gmail.com](mailto:houseoffrederico@gmail.com)

**Mark Williams**

Chief Executive  
East Devon District COUNCIL  
Blackdown House,  
border road, heathpark  
Industrial Estate,  
Honiton,  
EX14 1EJ

Email: [mwilliams@eastdevon.gov.uk](mailto:mwilliams@eastdevon.gov.uk)  
cc: [counciltax@eastdevon.gov.uk](mailto:counciltax@eastdevon.gov.uk)

Date: 17 May 2023

Your Reference: **602863905**  
Our Reference: MR\_Mark\_Williams\_002

**Notice of Opportunity to Withdraw**

**MR MARK WILLIAMS**, acting in the capacity of CEO for EAST DEVON DISTRICT COUNCIL,

**DO NOT IGNORE THIS NOTICE. IGNORING THIS NOTICE WILL HAVE LEGAL CONSEQUENCES.**

We did not know whom to name as the recipient of this communication, as the sender failed in his/her duty of care and did not sign the document sent on **11 day of May 2023**. The action of not signing the document legally means that no living man or woman has taken legal responsibility for the content of the document on behalf of **EAST DEVON DISTRICT**

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**COUNCIL.** The very act of not signing the document renders the document 'void' and therefore non-legal and unusable in law under current legislation. (SEE ATTACHED COPY TO EMAIL APPENIDX 1)

This document will be kept on file as physical presentable evidence, once again, as it represents the criminal activities of EAST DEVON DISTRICT COUNCIL whether they are aware of this transgression or not. Ignorance of the law is no defence, and all of the representatives of EAST DEVON DISTRICT COUNCIL are now culpable under current legislation because one individual failed to sign the document. This is a fact that must be understood.

It is important that **MR MARK WILLIAMS** understands that as the CEO of EAST DEVON DISTRICT COUNCIL Mr Mark WILLIAMS is vicariously liable and is therefore responsible for all the representatives under his authority.

There is no recognisable legal means to respond to a demand for payment without a signed bill, see **Bills and Exchange Act 1882**. The Bills and Exchange Act of 1882 is based on a pre-existing commercial contract, arrangement, or agreement; no standing commercial contract, arrangement or agreement between **MR OCTAVIO LOPES CRUZ** and **MISS CARLA FREDERICO** and EAST DEVON DISTRICT COUNCIL exists. If MR OCTAVIO LOPES CRUZ and MISS CARLA FREDERICO were to willingly comply with the demand for payment without a commercially recognised bill, then MR OCTAVIO LOPES CRUZ and MISS CARLA FREDERICO will have knowingly given consent and conspired to a commercially fraudulent action. This in turn would make MR OCTAVIO LOPES CRUZ and MISS CARLA FREDERICO culpable under current regulation for that action. **MR OCTAVIO LOPES CRUZ and MISS CARLA FREDERICO will not knowingly create that liability or that culpability.**

Profiteering through deception is an act of fraud. See **Fraud Act 2006**. Insisting or demanding payment without a pre-existing commercial arrangement which is based on presentable fact in the form of a commercial agreement is an act of deception. Payment is a commercial activity.

There is no named individual at the bottom of the document. The very act of there being no name on the document also renders the document void. The company/corporation you are acting on behalf of EAST DEVON DISTRICT COUNCIL are potentially engaging in deliberate deception and acts of fraud. **Please be aware, company logos/titles do not make claims, they are not living or breathing and cannot speak or write; only men and women can make claims.**

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We now draw your attention to the following: -  
**The Companies Act 2006**

“44 Execution of documents.

- (1) Under the law of England and Wales or Northern Ireland a document is executed by a company-
  - (a) By the affixing of its common seal, or
  - (b) By signature in accordance with the following provisions.
  
- (2) A document is validly executed by a company if it is signed on behalf of the company-
  - (a) By two authorised signatories, or
  - (b) By a director of the company in the presence of a witness who attests the signature.
  
- (3) The following are “authorised signatories” for the purposes of subsection (2)-
  - (a) Every director of the company
  - (b) In the case of a private company with a secretary or a public company, the secretary (or any joint secretary) of the company.
  
- (4) A document signed in accordance with subsection (2) and expressed in whatever words, to be executed by the company, has the same effect as if executed under the common seal of the company.”

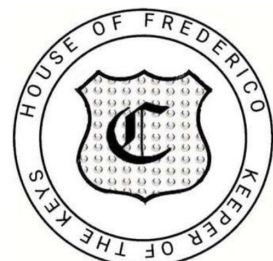
The legal effect of the statute is that documents and deeds must be signed on behalf of the company by a director in the presence of a witness, or by two authorised signatories. Without adherence to these provisions no contracts can be considered duly executed by a company and their terms are therefore legally unenforceable, as was clearly implied when the Court of Appeal endorsed the view of Lewison J in the case of Williams v Redcard Ltd [2011]:

“For a document to be executed by a company, it must either bear the company’s seal, or it must comply with s.44, In order to take effect as if it had been executed under seal. Subsection (4) requires that the document must not only be made on behalf of the company by complying with one of the two alternative requirements for signature in s.44 (2): it must also be “expressed, in whatever words, to be executed by the company. That means that the document must purport to have been signed by

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persons held out as authorised signatories and held out to be signing on the company's behalf. It must be apparent from the face of the document that the people signing it are doing something more than signing it on the company's behalf. It must be apparent that they are signing it on the company's behalf in such a way that the document is to be treated as having been executed "by" the company for the purposes of subsection (4), and not merely by an agent "for" the company."

#### **Fraud Act 2006**

"Section 4, Fraud by abuse of position

(2), A person may be regarded as having abused his position even though his conduct consisted of an omission rather than an act."

If **Mr Mark WILLIAMS** acting in the capacity of CEO for EAST DEVON DISTRICT COUNCIL is not able to provide evidence that the document sent to MR OCTAVIO LOPES CRUZ and MISS CARLA FREDERICO is not fraudulent in nature, we will take it that it is fraudulent in nature, and that Mr Mark WILLIAMS acting in the capacity of CEO for EAST DEVON DISTRICT COUNCIL is conspiring with it.

#### **Take notice of the following: -**

Fraud is a deliberate action to defraud where the victim of the crime is unaware having no knowledge of a situation or fact. This crime carries a penalty of 7-10 years incarceration and the latter, where there are multiple instances of **Malfeasance, Misfeasance, and Nonfeasance** are also very serious crimes with a period of incarceration of life in prison. Malfeasance is a deliberate act, with criminal intent to defraud. **Ignorance is no defence.** Malfeasance has been defined in appellate courts in other jurisdictions as a wrongful act which the actor has no legal right to do; as an act for which there is no authority or warrant of law; as an act which a person ought not to do; as an act which is wholly wrongful and unlawful; as that which an agent has no authority to do and is positively wrong or unlawful; and as the unjust performance of some act which the party performing it has no legal right.

Crimes of this nature cannot go unpunished. "I was just doing my job" or "I was just following orders" is no excuse.

#### **Also consider the following: -**

There are some fundamentals to be given consideration before an agreement or a contract is valid and enforceable.

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- a. **Full disclosure by the parties.** If there is no full disclosure by the parties then the agreement is void from the outset. There would not be any physical presentable evidence to any missing disclosure, but the absence of this material physical evidence is evidence of the fraud.
- b. **Agreed consideration by both parties.** There must be a consideration by both parties! There must be material evidence of this consideration.
- c. **There should be a signed agreement by both parties.** Without the signature from both parties there is no material evidence to the agreement or contract.
- d. **Must be compliant with the company's act.** (See above).
- e. **The very absence of the company seal or signatures from the company is the material evidence of the fact that the activities are fraudulent from the start.**

**Does Mr Mark WILLIAMS acting in the capacity of CEO for EAST DEVON DISTRICT COUNCIL wish to proceed any further?**

**If so then Mr Mark WILLIAMS, acting in the capacity of CEO, for EAST DEVON DISTRICT COUNCIL carries the formal and noted obligation to provide the material evidence of our wet ink signatures where our consent to be governed can be granted as the very foundation of any claim, which must be presentable as fact.**

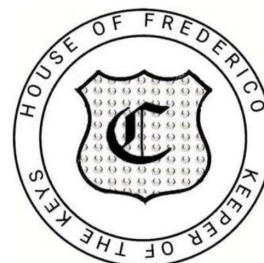
To date the representatives of EAST DEVON DISTRICT COUNCIL have not provided any material evidence to support the claims in previous correspondence, Mr Mark WILLIAMS as the CEO you are ultimately responsible and have been made fully aware of your obligations of services and members of EAST DEVON DISTRICT COUNCIL and are hereby given this opportunity to resolve the matter or take responsibility for your actions and answer to them. At this point it is prudent for us to advise you not to delegate this matter, as done in the past, and to deal with this yourself and resolve it, because ultimately you are responsible for your own actions and have to be accountable for them.

What is also important to note is that all representatives of EAST DEVON DISTRICT COUNCIL are accountable for their actions personally, the actual COUNCIL cannot be responsible as it is a company formed by an Act of Registration, and it is of no material substance; it is the people and their actions that are accountable because they are of material substance and presentable as such, and this includes but does not limit you **Mr Mark WILLIAMS acting in the capacity of CEO for EAST DEVON DISTRICT COUNCIL.**

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**Mr Mark WILLIAMS acting in the capacity of CEO for EAST DEVON DISTRICT COUNCIL  
Please provide us with the following documentation:**

1. A copy of the original agreement where we have agreed to pay council tax with a copy of Miss Carla Frederico and Mr Octavio Cruz 'Wet ink' signatures If this is not available please explain why? Reminder that referring to any local government act such as **The Local Government Finance Act 1992 can only be given force by the consent of the governed**, again if referring to any such Acts/statutes please provide 'wet ink' signatures that 68 million people in the UK signed to be governed.
2. How much money have you collected in Council Tax during 2021-2022.
3. Disclose the law to us that requires homeowners to pay council tax- again with proof of the consent of the governed.

**We cannot begin to consider the request/demand made until Mr Mark WILLIAMS acting in the capacity of CEO for EAST DEVON DISTRICT COUNCIL provides the material evidence to prove Mr Mark WILLIAMS has the legal authority to even make such a request/demand.**

Mark WILLIAMS as the CHIEF EXECUTIVE you are ultimately responsible and have been made fully aware of your obligations of services and members of EAST DEVON DISTRICT COUNCIL and are hereby given the opportunity to resolve the matter or take responsibility for your actions and answer to them.

The time has now come for you **Mr Mark WILLIAMS acting in the capacity of CEO for EAST DEVON DISTRICT COUNCIL** to consider the facts presented here and act accordingly with honour. We have literally spelt everything out to you in plain terms, so you are now fully aware of the consequences of each action that you take in your position as the CHIEF EXECUTIVE of EAST DEVON DISTRICT COUNCIL.

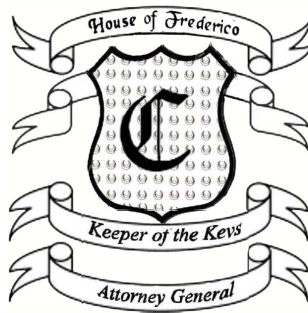
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We would draw again **Mr Mark WILLIAMS** attention to the enclosed 65 page Affidavit Served upon every MP in the office of HM Parliaments and Governments in 2015 and specifically **Exhibit (B) and Exhibit (C)** This is a formal and legal process where, (when not rebutted on a point by point basis which you didn't in the past) there is now 657 **formal agreements to this Affidavit in FACT.**

This same Affidavit was also served to **Mr Andrew DRIVER** in the position of Council Tax Manager for East Devon District Council - on the 10th September 2021 and you Mr Mark WILLIAMS on the 23th of August 2022 and a **Security by way of a lien against Mr Andrew DRIVER in the office of claimant**, a formal and agreed lien by way of a resolution for the criminal offences of Fraud and Malfeasance in the office of claimant of Mr Andrew Driver and **an agreement to these facts were obtained via a legal process.**

These agreements to the facts are extensively published and on display here <https://www.facebook.com/groups/798269636907862/search/?q=andrew%20driver>

and here <https://www.facebook.com/groups/527118124607307/search/?q=%20andrew%20driver>

We attach here: links to the recent and published liens undertaken against officers of the "Government" and East Devon District Council.

Anthony O'KEEFFE. in the position of CEO for BRISTOW & SUTOR.  
HOF\_B&S\_OKEEFFE\_LIEN\_001

Record location: <https://www.facebook.com/groups/798269636907862/files/>

<https://bit.ly/33ziSP1>

Mr Boris Johnson, HM Parliaments and Governments (A Private Company)

<https://bit.ly/305LvRI>

Mr Vaughan Gethin Welsh Assembly

<https://bit.ly/30TzAoW>

Mr Hefin David Welsh Assembly

<https://bit.ly/304Wf2B>

Mr Mark Drakeford Welsh Assembly

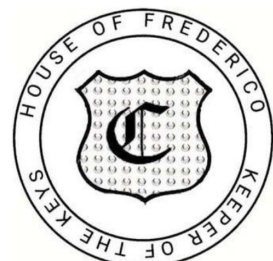
<https://bit.ly/2OYWSV3>

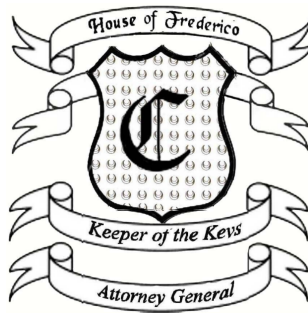
Mr Mark Reckless Welsh Assembly

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<https://bit.ly/2D6dmrM>

Ms Leanne Wood Welsh Assembly

We hereby provide **Mr Mark WILLIAMS** acting in the capacity of CEO for EAST DEVON DISTRICT COUNCIL **seven (7) days** to provide the material evidence which can be presented as fact to support these claims, or alternatively to make a **honourable withdrawal and REMOVE all DATA related to Mr Octavio Lopes and Miss Carla Frederico from your files.** Failure to take this opportunity will leave us with no option but to **initiate legal proceedings against Mr Mark WILLIAMS** acting in the capacity of CEO for EAST DEVON DISTRICT COUNCIL by way of a securitised Commercial Lien.

**You have been served Legal Notice.**

No further correspondence will be entered into regarding this matter.  
**A reminder that ignoring this notice will have legal consequences.**

We await your response.  
All correspondence will be kept on file.  
Without ill will, vexation, in sincerity and honour.

For and on behalf of the Principal Legal Embodiment by the title of MISS CARLA FREDERICO.  
For and on behalf of the Attorney General of the House of FREDERICO.  
For and on behalf of Baroness Carla of the House of Frederico.

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