

Parking Tickets Refused For Cause - UPDATED

Tuesday June 9, 2009

I walked out of a friend's house in the middle of England to find a parking ticket on the windscreen of my wife's car, which I had parked there the night before in a quiet residential street, with no bays or means of paying for visitors; a parking trap to generate revenue for the local council, if ever I saw one.

Within 72 hours, the Fixed Penalty Notice was returned to the issuers with the following written on it in large red capital letters:

REFUSED FOR CAUSE WITHOUT DISHONOUR WITHOUT PREJUDICE WITHOUT RECOURSE

A few weeks later, I parked the car in the same street for about fifteen hours in total. Just before I headed for home, I returned with my friend and his dog from a walk through the park on a beautiful sunny day to find two parking bandits standing by the car. From a distance of about 100 metres they seemed to be scratching their heads.

We took a detour to the local shop for provisions and made our way back down the street to find the wardens had gone, but not before leaving a ticket on a car that was not parked on the street when I parked there the night before. It was just a few metres from the car, which, for some strange reason, had escaped the customary attempt to enforce an invalid claim.

More than eighteen months later, my wife has still not received a NOTICETO OWNER. In actual fact, she has not received anything relating to the alleged offence, which we are more than happy to presume to be the parking bandit's silent agreement that their offer was refused for cause and returned without dishonour within 3 days, and they do not have **ANY** sustainable recourse to challenge the action.

In late July 2009, I found another parking ticket, this time stuck to the windscreen of my car, which was parked on the street outside our house. In spite of the fact that there was also a note on the windscreen, informing any passing parking bandit that the car's battery was flat and that it would be moved within 24 hours, the ticket was still issued. Almost eighteen months after refusing it for cause in the prescribed manner, there has been no NOTICE TO OWNER issued.

Then, in the summer of 2010, the City Council's Parking Bandits descended upon our famously quiet, quasi-suburban street and slapped unsolicited offers of contract on two vehicles registered in my father's name. I offered

to act as his agent in the matter and the FPN's were refused for cause in the usual manner. However, the council decided that they would proceed with their unenforceable claims this time. The following is a sanitised account of what happened next.

PEWKASTLE CITY COUNCIL
REGULATORY SERVICES AND PUBLIC PROTECTION DIVISION
ENVIRONMENT AND REGENERATION DIRECTORATE
102 MERCY STREET
PEWKASTLE-UPON-BYLE PB99 2BL

17 September 2010

NOTICE OF CONDITIONAL ACCEPTANCE

NOTICE TO AGENTS IS NOTICE TO PRINCIPAL

NOTICE TO PRINCIPAL IS NOTICE TO AGENTS

Dear Sir/Madam,

RE: PENALTY CHARGE NOTICE NUMBER – #####

In relation to the above referenced document issued to RESPONDENT'S STRAWMAN, for whom I have been appointed to act as agent in this matter under powers conferred by the same, in accord with the Contracts (Rights of Third Parties) Act 1999; I hereby serve NOTICE OF CONDITIONAL ACCEPTANCE.

Wherefore, the owner of the vehicle with the registration number #####, which was parked at ADDRESS OF PROPERTY with the express permission of the owner of that address [for whom I also act as the exclusively authorised agent], conditionally agrees to settle any and all outstanding liabilities to PEWKASTLE CITY COUNCIL, upon receipt of the following items:

1. Material evidence demonstrating that RESPONDENT'S STRAWMAN consented to or accepted PEWKASTLE CITY COUNCIL'S offer of a Penalty Charge Notice.
2. Material evidence demonstrating that PEWKASTLE CITY COUNCIL has the legal right or lawful recourse to issue its offer of a Penalty Charge Notice to RESPONDENT'S STRAWMAN at the address concerned.
3. Material evidence demonstrating that the owner of the property where the alleged offence took place has authorised PEWKASTLE CITY COUNCIL to charge the owners of vehicles parked said property in a business operation run for profit.
4. Material evidence demonstrating that RESPONDENT'S STRAWMAN and the owner of the property have consented to the Traffic Management Act 2004, the Civil Enforcement of Parking Contraventions (England) General

Regulations 2007 or the Civil Enforcement of Parking Contraventions (England) Representations and Appeals Regulations 2007.

5. Material evidence demonstrating that in carrying on an unauthorised business for profit PEWKASTLE CITY COUNCIL has not attempted to unjustly enrich itself by levying charges while encroaching on another party's property.

6. Material evidence demonstrating that PEWKASTLE CITY COUNCIL has not falsely represented the facts of the matter by portraying an overtly aggressive offer of contract as a mandatory fine prescribed by law.

7. Material evidence demonstrating that every offer of contract from PEWKASTLE CITY COUNCIL pertaining to this matter has not been "REFUSED FOR CAUSE WITHOUT DISHONOUR WITHOUT PREJUDICE WITHOUT RECOURSE" and therefore cannot be used as evidence in any Court action.

8. Material evidence demonstrating that PEWKASTLE CITY COUNCIL has not spent any of the taxes it has received from the people of the City of PEWKASTLE on the waging of illegal wars in Afghanistan and Iraq, during which millions of innocent people have been murdered.

In good faith, I look forward to receiving the above listed items within seven (7) days of your receipt of this notice. Failure to respond appropriately will result in default charges

of FIFTEEN HUNDRED POUNDS STERLING being levied against PEWKASTLE CITY COUNCIL for every item of erroneous correspondence received by RESPONDENT'S STRAWMAN, nunc-pro-tunc.

In sincerity and honour,

By: AGENT'S STRAWMAN™

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Non-Assumpsit – Errors & Omissions Excepted

PEWKASTLE CITY COUNCIL
REGULATORY SERVICES AND PUBLIC PROTECTION DIVISION
ENVIRONMENT AND REGENERATION DIRECTORATE
102 MERCY STREET
PEWKASTLE-UPON-BYLE PB99 2BL

19 October 2010

NOTICE OF OPPORTUNITY TO CURE DISHONOUR

NOTICE TO AGENTS IS NOTICE TO PRINCIPAL

NOTICE TO PRINCIPAL IS NOTICE TO AGENTS

Dear Mrs Enid Beligerant,

RE: PENALTY CHARGE NOTICE NUMBER – KY03YGH

Following your inappropriate response dated 05/10/10, the contents of which have been refused for cause without dishonour; I hereby serve NOTICE OF OPPORTUNITY TO CURE DISHONOUR.

Wherefore, once again, the owner of the vehicle with the registration number #####, which was parked at ADDRESS OF PROPERTY with the express permission of the owner of that address [for whom I also act as the exclusively authorised agent], conditionally agrees to settle any and all outstanding liabilities to PEWKASTLE CITY COUNCIL, upon receipt of the following items:

1. Material evidence demonstrating that RESPONDENT'S STRAWMAN consented to or accepted PEWKASTLE CITY COUNCIL'S offer of a Penalty Charge Notice.
 2. Material evidence demonstrating that PEWKASTLE CITY COUNCIL has the legal right or lawful recourse to issue its offer of a Penalty Charge Notice to RESPONDENT'S STRAWMAN at ADDRESS OF PROPERTY.
 3. Material evidence demonstrating that the owner of the property has authorised PEWKASTLE CITY COUNCIL to charge the owners of vehicles parked on their property in a business operation run for profit.
 4. Material evidence demonstrating that RESPONDENT'S STRAWMAN and the owner of the property have consented to the Traffic Management Act 2004, the Civil Enforcement of Parking Contraventions (England) General Regulations 2007 or the Civil Enforcement of Parking Contraventions (England) Representations and Appeals Regulations 2007.
 5. Material evidence demonstrating that in carrying on an unauthorised business for profit PEWKASTLE CITY COUNCIL has not attempted to unjustly enrich itself by levying charges while encroaching on another party's property.
 6. Material evidence demonstrating that PEWKASTLE CITY COUNCIL has not falsely represented the facts of the matter by portraying an overtly aggressive offer of contract as a mandatory fine prescribed by law.
 7. Material evidence demonstrating that every offer of contract from PEWKASTLE CITY COUNCIL pertaining to this matter has not been "REFUSED FOR CAUSE WITHOUT DISHONOUR WITHOUT PREJUDICE WITHOUT RECOURSE" and therefore cannot be used as evidence in any Court action.
 8. Material evidence demonstrating that PEWKASTLE CITY COUNCIL has not spent any of the taxes it has received from the people of the City of PEWKASTLE on the waging of illegal wars in Afghanistan and Iraq, during which millions of innocent people have been murdered.
- In good faith, I look forward to receiving the above listed items within three (3) days of your receipt of this notice. Failure to respond appropriately will

result in default charges of FIFTEEN HUNDRED POUNDSSTERLING being levied against PEWKASTLE CITY COUNCIL for every item of erroneous correspondence received by RESPONDENT'S STRAWMAN, nunc-pro-tunc. In sincerity and honour,

By: AGENT'S STRAWMAN™

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PEWKASTLE CITY COUNCIL

REGULATORY SERVICES AND PUBLIC PROTECTION DIVISION

ENVIRONMENT AND REGENERATION DIRECTORATE

102 MERCY STREET

PEWKASTLE-UPON-BYLE PB99 2BL

08 December 2010

NOTICE OF DEFAULT

NOTICE TO AGENTS IS NOTICE TO PRINCIPAL

NOTICE TO PRINCIPAL IS NOTICE TO AGENTS

Dear Mrs Enid Beligerant,

RE: PENALTY CHARGE NOTICE NUMBER – #####

Following your organisation's dishonour of the NOTICE OF OPPORTUNITY TO CURE DISHONOUR dated 19 October 2010, in relation to the above referenced matter; I hereby serve NOTICE OF DEFAULT. PEWKASTLE CITY COUNCIL has emphatically failed to provide the following items:

1. Material evidence demonstrating that RESPONDENT'S STRAWMAN consented to or accepted PEWKASTLE CITY COUNCIL'S offer of a Penalty Charge Notice.
2. Material evidence demonstrating that PEWKASTLE CITY COUNCIL has the legal right or lawful recourse to issue its offer of a Penalty Charge Notice to RESPONDENT'S STRAWMAN at the address of the alleged offence.
3. Material evidence demonstrating that the owner of the property has authorised PEWKASTLE CITY COUNCIL to charge the owners of vehicles parked on their property.
4. Material evidence demonstrating that RESPONDENT'S STRAWMAN and the owner of the property have consented to the Traffic Management Act 2004, the Civil Enforcement of Parking Contraventions (England) General Regulations 2007 or the Civil Enforcement of Parking Contraventions (England) Representations and Appeals Regulations 2007.
5. Material evidence demonstrating that PEWKASTLE CITY COUNCIL has not attempted to unjustly enrich itself by levying charges while encroaching on another party's property.

6. Material evidence demonstrating that PEWKASTLE CITY COUNCIL has not misrepresented the facts of the matter by portraying an overtly aggressive offer of contract as a mandatory fine prescribed by law, in contravention of Article 12 of the Bill of Rights, which clearly states: "12. That all Grants and Promises of Fines and Forfeitures of particular persons before Conviction are illegal and void."

7. Material evidence demonstrating that every offer of contract from PEWKASTLE CITY COUNCIL pertaining to this matter has not been "REFUSED FOR CAUSE WITHOUT DISHONOUR WITHOUT PREJUDICE WITHOUT RECOURSE" and therefore cannot be used as evidence in any Court action.

8. Material evidence demonstrating that PEWKASTLE CITY COUNCIL has not spent any of the taxes it has received from the people of the City of PEWKASTLE on the waging of illegal wars in Afghanistan and Iraq, during which millions of innocent people have been murdered.

Please be advised that default charges of FIFTEEN HUNDRED POUNDS STERLING per invalid claim in writing [nunc-pro-tunc] will be incurred if PEWKASTLE CITY COUNCIL fails to immediately cease and desist from this action, notice of which must be expressed in writing within 14 days of the date of this missive. Failure to do so will result in any and all administrative and/or legal proceedings deemed to be necessary in order to cure the injuries caused to RESPONDENT'S STRAWMAN and the owner of ADDRESS OF PROPERTY by PEWKASTLE CITY COUNCIL pursuing this unsubstantiated claim.

Without malice, mischief, ill-will or vexation, in sincerity and honour,

By: AGENT'S STRAWMAN™

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PEWKASTLE CITY COUNCIL
REGULATORY SERVICES AND PUBLIC PROTECTION DIVISION
ENVIRONMENT AND REGENERATION DIRECTORATE

102 MERCY STREET
PEWKASTLE-UPON-BYLE PB99 2BL

22 December 2010

NOTICE OF UNLAWFUL ACTION

NOTICE TO AGENTS IS NOTICE TO PRINCIPAL

NOTICE TO PRINCIPAL IS NOTICE TO AGENTS

Dear Mrs Enid Beligerant,

RE: PENALTY CHARGE NOTICE NUMBER – #####

Following your organisation's refusal to cease and desist in making unsubstantiated claims against RESPONDENT'S STRAWMAN in relation to the above referenced matter; I hereby serve NOTICE OF UNLAWFUL ACTION. PEWKASTLE CITY COUNCIL has repeatedly failed to provide material evidence demonstrating that:

1. RESPONDENT'S STRAWMAN consented to or accepted PEWKASTLE CITY COUNCIL'S offer of a Penalty Charge Notice (PCN).
2. PEWKASTLE CITY COUNCIL has the legal right or lawful recourse to enforce its offer of a Penalty Charge Notice against RESPONDENT'S STRAWMAN at ADDRESS OF PROPERTY.
3. The owner of the property has authorised PEWKASTLE CITY COUNCIL to charge the owners of vehicles parked at the property.
4. RESPONDENT'S STRAWMAN and the owner of the property have consented to the Traffic Management Act 2004, the Civil Enforcement of Parking Contraventions (England) General Regulations 2007 or the Civil Enforcement of Parking Contraventions (England) Representations and Appeals Regulations 2007.
5. PEWKASTLE CITY COUNCIL has not attempted to unjustly enrich itself by levying charges while encroaching on another party's private property.
6. PEWKASTLE CITY COUNCIL has not negligently misrepresented the facts of the matter by portraying an overtly aggressive offer of contract as a mandatory fine prescribed by law, in contravention of Article 12 of the Bill of Rights, which clearly states: "That all Grants and Promises of Fines and Forfeitures of particular persons before Conviction are illegal and void."
7. Every offer of contract from PEWKASTLE CITY COUNCIL pertaining to this matter was not "REFUSED FOR CAUSE WITHOUT DISHONOUR WITHOUT PREJUDICE WITHOUT RECOURSE" within 3 days of the PCN's unsolicited issue, rendering it inadmissible as evidence in any Court action against RESPONDENT'S STRAWMAN.
8. PEWKASTLE CITY COUNCIL has not spent, whether directly or indirectly, any of the taxes/charges it has received from the people of the City of PEWKASTLE on the waging of illegal wars in Afghanistan and Iraq, during which millions of innocent people have been murdered. Please be advised that default charges of FIFTEEN HUNDRED POUNDS STERLING will be incurred if PEWKASTLE CITY COUNCIL fails to withdraw its invalid claim against RESPONDENT'S STRAWMAN within 10 days of the date of this notice, which will result in the issue of any and all administrative and/or legal

proceedings deemed to be necessary, in order to cure the injuries caused by your organisation's unlawful action.

Without malice, mischief, ill-will or vexation; in sincerity and honour,

By: AGENT'S STRAWMAN™

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COURT MANAGER, TRAFFIC ENFORCEMENT CENTRE

NORTHAMPTON COUNTY COURT BULK CENTRE

ST KATHERINE'S HOUSE

21-27 ST KATHERINE'S STREET

NORTHAMPTON NN1 2LH

07 January 2011

NOTICE OF APPLICATION TO STRIKE OUT ORDER

FOR RECOVERY OF UNLAWFUL PENALTY CHARGE

Dear Court Manager,

RE: PENALTY CHARGE NUMBER – #####

Having dealt with this matter from its inception as the authorised agent for RESPONDENT'S STRAWMAN (the Respondent), I hereby serve NOTICE OF APPLICATION TO STRIKE OUT ORDER FOR RECOVERY OF UNLAWFUL PENALTY CHARGE. Despite several good faith attempts to settle this administratively, PEWKASTLE CITY COUNCIL has repeatedly failed to provide material evidence demonstrating that:

1. RESPONDENT'S STRAWMAN consented to or accepted PEWKASTLE CITY COUNCIL'S offer of a Penalty Charge Notice (PCN).
2. PEWKASTLE CITY COUNCIL has the legal right or lawful recourse to enforce its offer of a Penalty Charge Notice against RESPONDENT'S STRAWMAN at the address of the alleged contravention.
3. The owner of the property has authorised PEWKASTLE CITY COUNCIL to charge the owners of vehicles parked at the property.
4. RESPONDENT'S STRAWMAN and the owner of the property have consented to the Traffic Management Act 2004, the Civil Enforcement of Parking Contraventions (England) General Regulations 2007 or the Civil Enforcement of Parking Contraventions (England) Representations and Appeals Regulations 2007.
5. PEWKASTLE CITY COUNCIL has not attempted to unjustly enrich itself by levying charges while encroaching on another party's private property.
6. PEWKASTLE CITY COUNCIL has not negligently misrepresented the facts of the matter by portraying an overtly aggressive offer of contract as a

mandatory fine prescribed by law, in contravention of Article 12 of the Bill of Rights, which clearly states: "That all Grants and Promises of Fines and Forfeitures of particular persons before Conviction are illegal and void."

7. Every offer of contract from PEWKASTLE CITY COUNCIL pertaining to this matter was not

"REFUSED FOR CAUSE WITHOUT DISHONOUR WITHOUT PREJUDICE WITHOUT RECOURSE" within 3 days of the PCN's unsolicited issue, rendering it inadmissible as evidence in any Court action against RESPONDENT'S STRAWMAN.

8. PEWKASTLE CITY COUNCIL has not spent, whether directly or indirectly, any of the taxes/charges it has received from the people of the City of PEWKASTLE on the waging of illegal wars in Afghanistan and Iraq, during which millions of innocent people have been murdered.

In any event, RESPONDENT'S STRAWMAN did not receive the "NOTICE TO OWNER", as indicated on the enclosed form TE9. Therefore, on the foregoing grounds, RESPONDENT'S STRAWMAN respectfully invites the Court to strike out the Order for Recovery with immediate effect.

Without malice, mischief, ill-will or vexation; in sincerity and honour,

By: AGENT'S STRAWMAN™

For & on behalf of the Respondent

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A little over a week after serving the above notice on the Court, the unlawful charges were struck out without any further action required. My father also has prima facie cause of action to claim three thousand pounds from the council in a damages claim.

The double success also comprises compelling evidence that the enforcement of these unlawful charges requires the consent of the person deemed responsible for the alleged offence. This is because the only other way to construe the operation of the business is the levying of fines, which would be a breach of constitutional law.

Supporting Case Law

In the case of NEIL ANDREW HERRON & another
v THE PARKING ADJUDICATOR and SUNDERLAND CITY COUNCIL [2009],
MR JUSTICE KEITH stated in paragraph 9 of the Approved Judgement
[[2009](#) EWHC1702 (Admin)]:

"The allegation of lack of independence on the part of parking adjudicators was considered by Collins J in R (Crittenden) v National Parking Adjudication Service [2006] EWHC 2170 (Admin) and on appeal by Scott

Baker LJ at [2006] EWCA1786 (Civ). Permission to proceed with the claim for judicial review was refused. The claim was academic in that case because the parking adjudicator had allowed Mr Crittenden's appeal, but in any event the court rejected as unarguable the allegation of lack of independence. However, the principal point taken in that case was that the whole system of penalty charges was unlawful because it contravened the prohibition in the Bill of Rights against fines or forfeiture before conviction or judgment against the persons upon whom the fines and forfeiture were to be levied."

Furthermore, on the subject of whether or not the Bill of Rights has been repealed by the statutory instruments that made parking banditary legal, Lord Justice Laws, in the Divisional Court in the case of the "Metric Martyrs" (sections 62 and 63), said:

"The special status of constitutional statutes follows the special status of constitutional rights. Examples are the Magna Carta, the Bill of Rights 1689, the Act of Union, the Reform Acts which distributed and enlarged the franchise, the HRA, the Scotland Act 1998 and the Government of Wales Act 1998.

*Ordinary statutes may be impliedly repealed. Constitutional statutes may not. For the repeal of a constitutional Act or the abrogation of a fundamental right to be effected by statute, the court would apply this test: is it shown that the legislature's actual – not imputed, constructive or presumed – intention was to effect the repeal or abrogation? I think the test could only be met by express words in the later statute, or by words so specific that the inference of an actual determination to effect the result contended for was irresistible. The ordinary rule of implied repeal does not satisfy this test. Accordingly, it has no application to constitutional statutes. I should add that in my judgment general words could not be supplemented, so as to effect a repeal or significant amendment to a constitutional statute, by reference to what was said in Parliament by the minister promoting the Bill pursuant to *Pepper v Hart* [1993] AC 593. A constitutional statute can only be repealed, or amended in a way which significantly affects its provisions touching fundamental rights or otherwise the relation between citizen and State, by unambiguous words on the face of the later statute."*