

State Penalties Enforcement Agency
GPO Box 1387
Brisbane, Qld 4001

Peter Markan
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23.03.2015

Re: Reference Number: 69072403

Dear STATE PENALTIES ENFORCEMENT AGENCY (ABN13846673994)

Thank you for your recent letter (*returned within*) dated 04.03.2015

I continue honourably to conditionally accept to settle any financial obligation I might lawfully owe when, ALL of the following terms have been honoured in full within fourteen (14) days from the date 23.03.2015.

1. Proof of a full and binding bilateral contract in accordance with the Corporations Act 2001, between the parties Peter: Markan (the Man) and STATE PENALTIES ENFORCEMENT AGENCY (ABN13846673994) signed in wet ink.
A unilateral agreement will not be accepted;
2. Proof both lawfully and legally, Peter: Markan (the Man) is the decedent and legal fiction PETER MARKAN;
3. Proof both lawfully and legally, Peter: Markan (the Man) not the decedent or legal fiction PETER MARKAN is lawfully and legally bound by any Australian Statute or Act;
4. Proof both lawfully and legally, which Australian Statute or Act STATE PENALTIES ENFORCEMENT AGENCY (ABN13846673994) is lawfully and legally operating under **if** no contract between the aforementioned parties exists;
5. The Act quoted in your letter, STATE PENALTIES ENFORCEMENT ACT 1999 – section 38(2) is irrelevant to this matter.
6. Proof that the alleged “bill” from QUEENSLAND POLICE SERVICE (ABN29409225509) is a true and accurate reflection of the service QUEENSLAND POLICE SERVICE (ABN29409225509) provided to PETER MARKAN;
7. Proof that QUEENSLAND POLICE SERVICE (ABN29409225509) did issue originally a signed, under full commercial liability, a lawful bill in accordance with The Bills of Exchange Act 1909 that is of an amount that accurately reflects the proven service QUEENSLAND POLICE SERVICE (ABN29409225509) provided to PETER MARKAN. A newly created bill in accordance with The Bills of Exchange Act 1909 will not be accepted;
8. Proof both lawfully and legally, an unlawful and illegally issued “bill” can be lawfully and legally outstanding;
9. Proof both lawfully and legally, an unlawful and illegally issued “bill” can be lawfully and legally subject to additional charges;
10. Proof both lawfully and legally, QUEENSLAND POLICE SERVICE (ABN29409225509) and STATE PENALTIES ENFORCEMENT AGENCY (ABN13846673994) are not legally bound by The Bills of Exchange Act 1909 and/or Competition and Consumer Act 2010;
11. Proof both lawfully and legally, QUEENSLAND POLICE SERVICE (ABN29409225509) and STATE PENALTIES ENFORCEMENT AGENCY (ABN13846673994) can lawfully and legally issue demands for payment without compliance to The Bills of Exchange Act 1909;
12. Proof both lawfully and legally, STATE PENALTIES ENFORCEMENT AGENCY (ABN13846673994) can lawfully and legally make demands for payment without compliance to the Corporations Act 2001 and/or the Competition and Consumer Act 2010 that are extortive in nature;

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Without Prejudice - Without Recourse - Non-Assumpsit

Errors & Omissions Excepted

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13. Proof both lawfully and legally, STATE PENALTIES ENFORCEMENT AGENCY (ABN13846673994) can lawfully and legally make demands for payment without compliance to The Bills of Exchange Act 1909 that are extortive in nature;
14. Proof both lawfully and legally, QUEENSLAND POLICE SERVICE (ABN29409225509) and STATE PENALTIES ENFORCEMENT AGENCY (ABN13846673994) can lawfully and legally issue demands for PETER MARKAN for the possible, probable, theoretical, imaginary, speculative, hypothetical, estimated service which QUEENSLAND POLICE SERVICE (ABN29409225509) may have provided;
15. Proof both lawfully and legally, QUEENSLAND POLICE SERVICE (ABN29409225509) and STATE PENALTIES ENFORCEMENT AGENCY (ABN13846673994) can lawfully and legally force PETER MARKAN to remain the customer of QUEENSLAND POLICE SERVICE (ABN29409225509) for the unforeseeable future;
16. Proof both lawfully and legally, QUEENSLAND POLICE SERVICE (ABN29409225509) can lawfully and legally make demands for payment to potential customers without compliance to the Corporations Act 2001, the Competition and Consumer Act 2010 and/or The Bills of Exchange Act 1909;
17. Proof both lawfully and legally, QUEENSLAND POLICE SERVICE (ABN29409225509) and STATE PENALTIES ENFORCEMENT AGENCY (ABN13846673994) can lawfully and legally charge PETER MARKAN without providing any actual service;
18. Proof of the legal status of agency of STATE PENALTIES ENFORCEMENT AGENCY (ABN13846673994);
19. Proof of the legal status of QUEENSLAND POLICE SERVICE (ABN29409225509);
20. The format of your response is to be itemised as per the list of conditions set out above.

Your failure to provide verification of your claim plus ALL the aforementioned conditions within fourteen (14) days from the date 23.03.2015 to my and lawful satisfaction constitutes your agreement to the following terms:

1. That you are a third party interloper;
2. You have no legal standing;
3. You have no first-hand knowledge of this matter;
4. Your claim is fraudulent;
5. You cannot meet the conditional acceptance criterion;
6. You cannot provide proof that you or your client have any valid lawful or legal claim against Peter: Markan (the Man);
7. You cannot provide proof that you or your client have any valid lawful or legal claim against Peter Markan the decedent/legal fiction;
8. STATE PENALTIES ENFORCEMENT AGENCY (ABN13846673994) has acted illegally by demanding payment without the issuance of a signed bill, under full commercial liability as per The Bills of Exchange Act 1909 with which to remedy;
9. STATE PENALTIES ENFORCEMENT AGENCY (ABN13846673994) have made a demand for monies by extortion by not providing a legal means of remedy;
10. Any damages I suffer; you will be held culpable;
11. That any negative remarks made to any credit reference agency will be removed and confirmation of which you will put in writing to me within fourteen (14) days from the above date along with a full credit report as verification;
12. If no proof of claim that QUEENSLAND POLICE SERVICE (ABN29409225509) did indeed issue a signed, under full commercial liability, a lawful bill in accordance with The Bills of Exchange Act 1909 that is of an amount that accurately reflects the service QUEENSLAND POLICE SERVICE (ABN29409225509) provided to me, STATE PENALTIES ENFORCEMENT AGENCY (ABN13846673994) accepts that there can be no lawfully outstanding bill that requires payment;

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13. Should no full and binding bilateral contract in accordance with the Corporations Act 2001, between the parties Peter: Markan (the Man) and STATE PENALTIES ENFORCEMENT AGENCY (ABN13846673994) signed in wet ink be produced, you agree to follow my attached fee schedule;
14. Should no full and binding bilateral contract in accordance with the Corporations Act 2001, between the parties Peter: Markan (the Man) and STATE PENALTIES ENFORCEMENT AGENCY (ABN13846673994) signed in wet ink be produced, your future correspondence with me is done so with acceptance to the attached fee schedule;
15. Should no full and binding bilateral contract in accordance with the Corporations Act 2001, between the parties Peter: Markan (the Man) and STATE PENALTIES ENFORCEMENT AGENCY (ABN13846673994) signed in wet ink be produced, your future correspondence with me is done so with acceptance that each correspondence sent by STATE PENALTIES ENFORCEMENT AGENCY (ABN13846673994) will be hand signed in wet ink, under full commercial liability;
16. That you will no longer pursue this matter any further, consider this account settled in full without dishonour and confirmation of which you will put in writing to me within fourteen (14) days from the above date;
17. You have not proven any debt, if you give away any unproven debt, sell it on, give it back to its origin or get anyone to act on your behalf you will have broken our agreement (point 16) and you agree to pay me the following fee schedule \$4,500.00 for not honouring our agreement, furthermore any further contact is now not necessary (excluding for points 11 & 16).

Should you provide sufficient evidence (ALL Conditional Acceptance terms in the format instructed) that I owe your organisation or your client any outstanding amount and that you can provide proof that they have assigned you agency, I should be happy to pay any verified claim in full.

I have acted and remained in full honour throughout this situation and I have given QUEENSLAND POLICE SERVICE (ABN29409225509) every opportunity to provide me with a corrected and undisputed bill for the actual service. To-date, they have not. I have continually given QUEENSLAND POLICE SERVICE (ABN29409225509) my conditional acceptance to pay any lawfully outstanding amount I may lawfully owe, and again, to-date, they have not met that single condition.

Furthermore, I do not grant my consent for this matter to be heard in any court other than a Common Law *court de-jure* with a jury of 12 peers. I hereby exercise, demand and notice you of my inalienable, Constitutional and Common Law right to a Common Law trial by jury only. No invitation to attend any other court will be accepted. No legal jurisdiction other than Common Law will be recognised or understood.

Furthermore, my declining any invitation to attend any court other than that of Common Law jurisdiction is not dishonour on my part. I do not consent to any plea made on my behalf, I do not consent to any judgement against me nor do I consent to any hearing without me being present.

None of the conditions expressed in this or previously verbally expressed conditional acceptance is outside the realm of common sense, unrealistic in claim and all documentation and details requested should be readily available to you and/or your client.

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- * This is not a complaint or a query and is not to be treated as one.
- * This is not a request for a statement / agreement and is not to be treated as one.
- * Do not refer to me as (Mr/Sir), which are legal fictions and are not me.

Yours sincerely

By: Peter: Markan (the Man)



Included:

1. My fee schedule for your attention
2. Your letter to me from 04.03.2015