

- (8) We refer to **OFFER and ACCEPTANCE**. The elements required for the formation of a legally binding contract: the expression of an offer to contract on certain terms by one person (the "offeror") to another person (the "offeree"), and an indication by the offeree of its acceptance of those terms. The other elements traditionally required for a legally binding contract are (i) consideration and (ii) an intention to create legal relations.
- (9) In British **COMMON LAW** legal systems, a **CONTRACT** is an agreement having a lawful object entered into voluntarily by two or more parties, each of whom intends to create one or more legal obligations between them. The elements of a contract are "offer" and "acceptance" by "competent persons" having legal capacity who exchange "consideration" to create "mutuality of obligation"
- (10) Statutes prescribe and restrict the terms of a contract where the general public is affected. Statutes can only be applied where there is acceptance, where I refer to High Court Judge Lathan QC ruling of STATUTES "The courts may not create a contract for the parties.

When the parties have no express or implied agreement on the essential terms of a contract, there is no contract. Courts are only empowered to enforce contracts, not to write them, for the parties. A contract, in order to be enforceable, must be a valid. The function of the court is to enforce agreements only if they exist and not to create them through the imposition of such terms as the court considers reasonable."

- (11) **COMMON LAW HAS NOT BEEN DONE AWAY WITH** I refer to **Justice Stephen Kaye** from the High Court of Australia 25th of November 2011 made it very clear that under **LAW & JUSTICE LEGISLATION AMENDMENT ACT 1988 No 120 of 1988 section 41**, refers to **Common Law to Govern**. Subsection (1)(2).

The location of the **AFFIRMATION** upon **YHWH'S SOVEREIGN ESTATE** is in **COMMON LAW JURISDICTION** upon signing by the NATURAL HUMAN BEING by the Grantor / Creditor where all facts and circumstances are affirmed by the instrument being the **AUTHORISED King James Bible 1611**.

It is a lawful instrument used for **Oaths and Declarations** as to our knowledge save except such as a reposed to from information only and our means of knowledge and sources of information are as appear on the face of this our **AFFIDAVIT** made before witnesses being Grantor / Creditor before **Almighty YHWH** on this day **Wednesday Sixteenth Day of September** in the year **Two Thousand and Twenty** in the **Private**.

The GRANTOR Signature below, being the **BENEFICIARIES** for the **Cestui Que Vie TRUST BOND ACCOUNT** without any admission of liabilities whatsoever, with all Natural, Inalienable Human Rights reserved, to the best of my knowledge and belief and as **Authorised Representative**, All Rights Reserved, errors and Omissions Excepted **WITHOUT PREJUDICE - WITHOUT RECOURSE - NON-ASSUMPSIT**
Signature:

Larry Hannigan