



GLOSSARY: LEGAL PHRASES AND TERMS

Within **state-controlled legal documents** words, phrases and terms are often mentioned. However, most are not taken from assumed common sources, but have been **redefined** and even operate within an **assumed contract**.

The apparent words can actually be a **word** sourced from another dictionary, a **label** that has been classified, or a **legal title** within a contract or jurisdiction.

It is for this reason that **Latin** is the language of administration for all governments, to stop any confusion with what is written upon the page.

The following is a breakdown of what each mean:

Legal words

Apply: is derived from the **Latin** word **applicare**, which means “**attached**”, “**connect**” or “**join**”; therefore, within commerce to “**apply**” within **form** means to “**join in contract**”.

- Note: by applying you have accepted all conditions within a unilateral contract, resulting in a higher authority granting you permission, which can be revoked.

Contract: a legally binding arrangement between two or more parties that creates enforceable rights and obligations; whereby something of value is exchanged, known as consideration.

Agreement: mutual understanding or arrangement between parties about their respective rights and duties where there is no consideration, which can be informal and not necessarily legally enforceable.

Legal: Complying with a policy agreed upon through contract, which can be an allowance or privilege, or following the rules within the agreement.

- Note: not-legal just means “**no contract**” and does not mean “**not allowed**”, which would be “**illegal**”.

Illegal: To violate a rule, policy, regulation or directive agreed upon through agreement or contract, often referred to as “**breach of contract**”.

Breach: the action where one party fails to perform or does not fulfil their obligation within a valid contract.

Notice: Formal and legal communication usually within written documentation.

Compliance: Meeting legal requirements within an agreement; i.e. contract.

Possession: refers to the one who holds the controlling interest of the title allowing repossession and seizures.

Repossession: the action the party who holds the controlling interest of a title carries out, to seize the title from the holder in due course.

- Note: you can only repossess something that you already own.

Seize: the right to take back control of a title from the one who was just holder in due course.

- Note: you can only seize something that you already own,, otherwise it would be theft as no right to seize exists.

Consent: An agreement through contract or trespass.

- For example: Consent makes the law.

Service: Formal delivery following policy, regulations or conditions within contract.

Account: Record or ledger of transactions, actions or obligations.

Statement: a summarised report or document that presents information from one or more accounts over a defined period.

Consideration: Something of value exchanged within a contract.

- Note: agreements do not have an exchange of consideration.

Performance: To carry out a duty and satisfy an obligation.

Interim: provisional and temporary arrangement until something permanent is established.

- For example: any legal document or financial instrument that is referred to as “*interim*” means that a temporary stand-in is being used until the original legal document is found or produced.

Obligation: a legal tie linking two parties, creating a duty enforceable by either contract or law.

Duty: The action required to satisfy an obligation.

Enforcement: To compel someone to carry out their duty to satisfy an obligation owed within contract, or obligation created through trespass.

If: The word “*if*” offers to introduce a condition or a contingency that must be satisfied before a certain legal effect can occur.

- For example: the conditions of “*if*” only applies if obligation has been accepted; in laymen’s terms, “*if*” is an offer to contract.

Jurisdiction: The authority of the law being used either in contract or over a geographical area regarding trespass.

Liability: The legal responsibility or obligation of a one party to compensate for harm, damages, or losses caused to another party, either through breach of contract, tort or trespass.

Fine: a monetary penalty for violating policy, regulation, or rule usually within a **unilateral contract**, which is imposed by the author of said contract, on to the violator.

Principal (Financial context): The original amount of money invested or loaned, excluding interest or profits.

- For example: the **principal** of a loan is the initial sum borrowed.

Offence: the act of violating a policy within a legally binding contract that results in a form of punishment being administered, usually a fine.

Tenancy: Having possession, or holding a title, that establishes the legal relationship between two parties, typically between a landlord and tenant concerning the rights involved over the use of accommodation.

Incident: an event or occurrence that has legal significance or lawful implications, such as a breach of contract, or trespass, which triggers legal rights or duties, such as compensation or atonement.

Claim: a formal assertion of a right or a demand for compensation for something that a person believes they are legally entitled to, such as money, property, or a right.

- Note: for any claim to have substance, the name of the claimant must be known, and either the contract or proof of trespass brought forth.

Fund: a sum of money that is set aside, allocated, or available for a specific purpose, which can be held privately or **"off book"**.

- For example: a trust fund is money held by a trustee for beneficiaries, and a settlement fund is money used to pay damages or settle legal claims.

Invoice: a formal written document that a seller provides to a buyer once a contractual obligation has been satisfied, detailing the goods or services supplied and when, which precedes a bill.

- Note: an invoice can serve as a bill but is a request for payment with proof of record that details the sale, which can also be used as evidence of a debt or transaction in case of disputes.

Bill: a bill is a demand for payment based on an invoice or a statement of money owed, which is sent to a customer outlining what is due for products or services received.

- Note: an invoice is typically a **request** for payment sent before payment is due, whereas a bill is a **demand** for the amount due after or at the point of service.

Office: a legal position within a hierarchy created within a corporate body where specific duties and responsibilities are conducted, which are authorised by the creator of said corporate body.

Official: legally connected to an office, indicating a document, or action is recognised, authorised, or sanctioned by the governing body controlling the office.

- Note: if something is said to be official, then a prudent move would be to verify the origin of the office and the alleged authority behind it.

Instrument: a document written with precise language to serve as formal, legally binding evidence of a transaction, agreement, legal dispute, or obligation.

Presentment: formal process of presenting a document, such as a demand, bill of exchange, note, or draft, to hold the party accountable and to invoke their obligation under the instrument.

Article (publication context): a piece of journalistic or editorial content, which reflects the writer's opinions, analysis, or commentary rather than legally binding information.

- Note: flyers, junk mail and unsigned unsolicited letters are considered articles with no legal standing.

Article (legal context): refers to a specific section or clause within a formal legal document, such as a contract, statute, or agreement.

- Note: just making reference to an "**article**" is not considered sufficient enough to hold legal standing, as the underlining contract, linked to the article, must be presented.

Trespass (commerce context): the illegal intrusion or interference with another party's rights, primarily involving documents, property rights, or contractual obligations, due to not having the correct paperwork.

- For example: The unauthorised use or interference with another's confidential information, digital data, records, titles, legal boundaries or contractual rights without official court authority.

Legal labels:

The following are **not** words taken from the Oxford English dictionary, but **labels** that have been classified and operate within the system of **state-controlled commerce**.

Person: a legal entity, such as an *Ens Legis* or corporation, which is the subject to the jurisdiction within legislation.

Property: within commerce it is the legal interest within title and not the physical object, such as a car or house.

Custodian: a person or organisation entrusted with the legal safekeeping and management of a property title on behalf of the holder of the controlling interest or equitable title.

Defendant: a position in court via general appearance of one who has accepted both cause and obligation, and are now in court to defend why they have not carried out their duty.

Respondent: a position in court via special appearance to only hear the claim made against them and the evidence to support said claim, whereby obligation and duty has not been accepted.

Appellant: a person, party, or legal entity who appeals a court decision to a higher court within the courts of appeal system.

- Note: the appellant is challenging the ruling or judgment made by a judge within a lower court, seeking its reversal, modification, or new trial.

Keeper: someone who holds a custodial or supervisory position regarding another person's property, but does not equate to owning the property, or holding the legal controlling rights.

Officer: a position within a legally constructed corporate hierarchy whereby the person who holds office is granted limited authority from the one who created said office.

- Note: their title would indicate their position within the hierarchy of the office, such as **“Mr”** or **“Police”**.

Principal (Legal context): The party who authorises another party, known as the agent, to act on their behalf in dealing with a third party.

Agent: the party authorised to act on behalf of another party, known as the principal, in legal or business matters.

Representative: a representative is a person who acts or speaks on behalf of another party, often to carry out tasks, make informal decisions, or communicate the interests of the entity they represent.

- Note: the difference between a **representative** and an **agent** is the agent is legally authorised to act and bind the principal in specific matters, but the Representative does not have formal or legal authority to make binding decisions.

Occupier (holder in due course): Often referred to as **“legal occupier”**, refers to a person or entity that holds the legal title of a property or asset allowing user rights.

- Note: the controlling interest and equitable title stays with the owner of the property or asset, and is not related to, or in the possession of, the occupier.
- Although, the occupier has possession of the title, the owner can repossess or take back control of said title.

Occupier (holds a position): an entity who occupies a position or office within a property for the purposes of conducting commerce in a commercial capacity.

- Note: the occupier does not have possession of the property or asset, and is not the same as the owner.

Resident: the party who holds the legal title to use a property or asset that does not belong to them, and can be based at said property, or within a jurisdiction, for the purposes of commerce.

Phrase:

Without prejudice

The legal phrase **“without prejudice”** means that a statement, offer, or communication is made without affecting the legal rights or claims of the parties involved.

It is often used in negotiations, settlements, or legal discussions to indicate that what is said or offered cannot be used as evidence against a party if the case goes to court later.

For example: if parties are negotiating a settlement **“without prejudice”**, they can speak freely and make offers without fear that their words will be used against them in court.

This means all parties within a dispute can conduct open discussion and settlement without risking the loss of legal rights or the ability to pursue claims later.

Deemed service

The word “**deem**” means to regard, consider, assume, ponder, or treat something as being a certain way, but is actually not.

Within a legal context, “**deemed**” is often used in an attempt to establish an assumption or interpretation as a legal or formal contract, where one did not original exist.

The word “**service**” refers to the act of delivering or providing something of value, based on a pre-existing contract supported by either an offer or an order.

If the service is considered “**deemed**”, then there is no underling contract and therefore no obligation to pay consideration.

Note: if there was an original underlining contract, then a “**deemed**” contract would not be necessary, as the original contract would be brought forth in any claim.

In default

The legal term “**in default**” means failing to fulfil a legal obligation or meet a deadline, which can lead to legal consequences like court judgments, fines, or debt repayments.

For example: if a defendant in a lawsuit does not respond to a summons or claim within a designated time frame, they are considered in default.

Failing to respond to written notices or make payments as agreed can also result in being in default, which can then lead to legal consequences.

Although a default can be legitimate, some nefarious agencies will invent a cause and send you an alleged claim hoping you will ignore their documents to create a default.

They are attempting to skip past the alleged cause and focus on a new default that has caused a new obligation to base their case upon.

For example: the police will send an alleged speeding offence without evidence, and if you do not respond in time, you are now in default and prosecuted for not supplying the driver’s name.

This is why it is prudent to always respond to any claim and enquire to the position the claimant has alleged you are in, to stop this underhanded tactic.

Litigant in person

Litigation is the legal method of resolving disputes by taking the accused party to court, as the formal and final stage within an official dispute resolution process.

A “**litigant**” is the named party directly involved within the claim or lawsuit, meaning the person who sues and the person who gets sued are both litigants.

A “**litigant in person**” is an individual, company, or organisation lacking legal training, who attends court without legal representation from a lawyer, solicitor, or barrister.

Once a litigant in person is known to the judge, they are supposed to follow legislative guidelines and consider the disadvantaged position the litigant is in, such as:

- Ensure a fair balanced trial, known as “**equality of arms**”.
- Prevent procedural or technical ambush, known as “**trial by ambush**”.
- Allow for reasonable correction of errors, omission, or procedural mistakes.

This means that someone who is not legally trained should not lose a case because the lawyer or barrister has a better understanding of the administrative process of the court.

Attorney-in-fact

Legally, an “**attorney-in-fact**” is a person authorised to act on behalf of another person through a legal document called a “**power of attorney**”.

This individual is granted specific powers to perform certain acts or make decisions for the principal, who is the person who grants the authority.

The **attorney-in-fact** acts as an **agent** but does **not** need to be a licensed attorney; however, their authority is limited to what is specified in the “**power of attorney**” document.

Pursuant to statute

The word “**pursuant**” originated in **Middle English** around 1150 - 1500, and is derived from the **Anglo-Norman** and **Old French** word **poursuivant**, meaning “**following**” or “**chasing**”.

Over time it began to mean “**in pursuit of**” before evolving into its modern legal and formal usage today meaning “**in accordance with**”.

The word “**statutory**” relates to the **Latin** word **statutorius**, which means “**to set up**” or “**establish**”.

Therefore, “**pursuant to statute**” means “**in accordance with what has been set up and established**”.

However, if the **cause** of the **alleged obligation** is **unknown**, then nothing has yet been **established**, and therefore it **cannot** be acted upon or **pursued**.

Note: for an allegation or claim to act “**within the pursuant to statute**”, the underlining contract must be produced that **invoked** and supports the **statutory** policy or act.

Many people fall into the trap of not questioning their **alleged position** in the matter, and just accept the **cause**, and agreed to carry out their duty to satisfy the claimed obligation.

Legal requirement

A legal requirement is a rule, policy, or obligation established by **contract** that an individual, organisation, or entity is duty bound to follow.

Said legal requirement, or obligation, is ***enforceable*** due to the consent given regarding the ***underlying contract***, whereby failure to comply can result in penalties, fines, or other legal actions.

When receiving any documentation where a statement is given that you have failed a ***“legal requirement”***, the author has notified you that you are in contract with them, but failed your duty to perform.

Such documents can be in relation with the following:

- Safety standards
- Tax payments
- Licensing
- Regulations
- Traffic tickets

The details of the ***“legal requirement”*** must be supplied once requested so the one responding to the claim can ascertain their ***position*** within the alleged contract.

Note: it is your right, if you choose to take it, to give the one making the claim notice to supply you with the evidence of the alleged legal requirement, within a set timeframe, usually 30 days.

If no proof of ***“legal requirement”*** can be supplied, then the original claim was false, causing an obligation to pay damages that the one making the claim is now duty bound to pay.

Regulatory matter

A ***“regulatory matter”*** is similar to ***legal requirement***; however, it is referring to specific regulation that was contractual agreed to by all parties involved.

When questioned over a regulatory matter, the regulation must be quoted in full, to determine your alleged position.

Furthermore, the underlining contract would need to be referenced to establish that the regulation in question has been agreed to, and therefore applies.

Subject to tax

In commerce, the term ***“subject to tax”*** means that a particular transaction, product, or service is liable for taxation according to a secondary tax contract made prior to the new business transaction.

When something is ***“subject to tax”***, it indicates that a third party is involved, such as the government, who has the legal right to impose taxes on an item or contractual activity.

This is done by three ways:

- You are selling a government asset: A registered property
- You are using a government service: An agency
- You are operating within a governmental jurisdiction: Statute code or regulation

To determine what ***“subject is being taxed”*** you must first determine one of the following:

- The legal title you are using

- The jurisdiction
- What registered title is attached to the item, which is being purchased or sold

In all cases you will be using a ***legal title*** as the ***“holder in due course”***; however, you still have the right to see the original underlying contract that produced the ***“tax bill”***.

Underlining Contract

An underlying contract refers to a primary or foundational agreement upon which other agreements or arrangements are based.

It is often used as a framework within derivatives, securities, mortgages, loans, or other layered contractual arrangements.

For example: within a mortgage agreement, the signee agrees to the underlying contract of being the creditor, and a secondary or layered contract of being the debtor.

Note: it is prudent to always ask for the underlying contract as you may only be sent a layered contract instead, which does not give you all the information you need to ascertain your true position.