

**BETWEEN :-**

**20-20 HOUSING CO-OPERATIVE LIMITED**

**Claimants**

**And**

**MR ROBIN CLARKE**

**Defendant**

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**SKELETON ARGUMENT RE APPLICATIONS  
RE CLAIM FOR POSSESSION**

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1. Please note that the Defendant is increasingly seriously ill with dental mercury poisoning symptoms including fatigue, memory impairment, impaired attention, bronchitis, sweating, dehydration, and extreme thirst/hyponatremia. He is also still subject to harassment by the Claimants themselves, for instance:
  - Claimants' committee member found guilty of throwing a brick through his window on 7/12/06;
  - Claimant's committee member threw a brick through his window again on 11/12/06;
  - Subsequent death threats and vandalism of Defendant's customised classic Moulton bicycle by Claimant's committee member, audio recorded and attended to by police;
  - Living alone with just this specially-selected violent career-criminal committee member (further details/proof in "Comment on Lynn Mansell Second Witness Statement" para 4(c) ).
2. In the 7th December hearing, the Claimants' advocate Tony Watkin falsely represented the Defendant's case, with for instance the false representation that the Defendant's only argument re the applications was one of illegitimacy.
3. The Application to Strike out the Claim takes logical precedence over the Application to Strike out the Defence, because the former potentially makes the latter irrelevant. And efficiency is better served thus too, especially as the Claimant's Application consists entirely of fallacies and falsehoods.

4. **The Claim should be struck out for the following reasons**  
(which are elaborated in later paragraphs).
- (a) Granting of this Claim would be contrary to HRA Article 8(2) and ECHR Protocol 1 Article 1.  
The Court has no other option than to dismiss the Claim.
  - (b) The Claimants are and were at all material times not actually officers or management of 20-20 Housing.  
The Claim discloses no basis for proof of a valid election.  
Presumption of Regularity is not applicable.
  - (c) The Claimants
    - (i) ***do*** have to prove a ground, and
    - (ii) proof of a ground is impossible on the basis of the facts alleged.
  - (d) The Claimants give a gross misrepresentation of many of the most pertinent matters, constituting an abuse of the court.
  - (e) The Claimants' Application para 29 indicates that they are praying for the Court to adjudicate with utmost mean-minded procedural nit-picking. Meanwhile, the Claim was served without the correct defence form N11R and notes N7A and only with the extremely different defence form N11, causing the Defendant to be greatly confused.

**(a) Granting of this Claim would be contrary to HRA Article 8(2) and ECHR Protocol 1 Article 1.**

**The Court has no option other than to dismiss the Claim.**

5. This differs from all previous Article 8 defence cases (including the successful defence in *Connors v United Kingdom*) in that:
  - (i) there is no other statute law impacting on the decision; and
  - (ii) the criteria underlined below are clearly not met in this case.
6. It follows that the Court has no option other than to dismiss the Claim.
7. Section 6 of the HRA makes it unlawful for this court to act in a way that is incompatible with an ECHR / HRA Article.
8. HRA Article 8 states that:
  - (1) Everyone has the right to respect for his private and family life, his home and his correspondence.
  - (2) There shall be no interference by a public authority with the exercise of this right except such as is in accordance with the law **and is necessary** in a democratic society in the interests of national security, public safety or the economic well-being of the country, for the prevention of disorder or crime, for the protection of health or morals, or for the protection of the rights and freedoms of others."
9. The Claim fails to satisfy any of the underlined criteria, and hence a finding in its favour would be a breach of the Article.
10. That the criteria are not satisfied, and that the Court must therefore dismiss the Claim, is made fully clear in the Test of Compatibility on the next page.
11. ECHR Protocol 1 Article 1 states:
 

"Every natural or legal person is entitled to the peaceful enjoyment of his possessions. No one shall be deprived of his possessions except in the public interest and subject to the conditions provided for by law....."
12. The Claim is not in the public interest, and so it would be a breach of the Protocol for the Court to find in its favour.

## Test of compatibility with HRA

13. Lord Bingham states in *Kay v Lambeth & Leeds v Price* [2006] UKHL 10, para 28:
 

“... it is unlawful for domestic courts, as public authorities, to act in a way which is incompatible with a Convention right .....” [...]

“Compliance with domestic property law is a necessary excepting condition but not a sufficient one, since the other conditions must also be met, notably that the interference must answer a pressing social need and be proportionate to the legitimate aim which it is sought to achieve.”
  
14. For the Claim to be compatible with HRA 8(2), it must satisfy at least one of the necessaryness criteria. For this there must be both:
  - (a) some need for which the eviction could provide a solution or preventative (and that need would have to be germane to the criteria specified in the Article); and
  - (b) no alternative solution or preventative for that need.
  
15. For instance, in *Doherty v Birmingham* the need was to redevelop the site as a travellers’ encampment, impossible unless the Doherty family were removed permanently.  
 And in *Donoghue v Poplar* the need was availability of that accommodation for temporary housing of homelessness appellants, impossible unless Ms Donoghue were removed permanently.
  
16. In the present case, there is at best only one need which the Claimants could strive to invoke. That is that the Defendant achieved the impossible of preventing access to the vacant Flat 3 by (allegedly) changing the communal door lock, and thereby prevented the re-letting of Flat 3. (The impossibility of thus preventing access is explained in DA para 94(f).)
  
17. The Claimants might attempt to argue that a need to end that (impossible) prevention of the re-letting of Flat 3 could fall within the criterion of “protection of the rights and freedoms of others” which the HRA specifies.

18. But they would then have to show that the only way to address that need would be to make the chronic invalid defendant “intentionally” homeless via this legal action. And in reality there were and are numerous other options, which prove that the eviction action was not necessary. For instance, the Claimants could have instead:

- (i) attempted to mediate with the Defendant at any stage;
- (ii) engaged in discussion of the challenges to the bona fides and legitimacy of the pretended officers and committee (such as the challenges contained in their Exhibit JR2);
- (iii) engaged in discussion of the substantial proof of abuses of the re-lettings, repairs, complaints, and other processes for purposes of harassment;
- (iv) engaged in discussion of the evidence of inappropriateness of a visit by a Clerk of Works (also contained in their Exhibit JR2);
- (v) acknowledged their guilt in fundamentally perverting the government of the Co-op with the aim of concealing harassment schemes; or
- (vi) resigned to make way for less unworthy persons.

19. They had these alternative remedies, and others besides, but made not the slightest effort to use any of them. Instead they reacted by fundamentally perverting the organisation with a regime of extreme secrecy as proven in DA paras 15-35. And then abusing the Court in furtherance of their real objective of misappropriating the Defendant’s residence.

At every stage without exception, they have chosen to spurn the Defendant’s invitations to discussion or mediation, preferring to bully the Defendant with their presumed legal stranglehold. And that is because their real purpose in this case has always been to steal the Defendant’s residence and to undermine his efforts at bringing the offenders to account for their criminal harassments.

20. Therefore the Claim was not necessary.

21. Therefore the HRA would be violated by the Court granting the Claim.

And therefore the Court has no alternative than to dismiss the Claim.

**(b) The Claimants are and were at all material times not actually officers or management of 20-20 Housing.**  
**The Claim discloses no basis for proof of a valid election.**  
**Presumption of Regularity does not apply.**

22. The point here is that the Claimants are not really officers or management of 20-20. If they were elected it was via an invalid election.
23. The Defendant agrees with the Claimant's Application paragraphs 8-9. They cite *Peabody HA v Green* as indicating that 20-20 is a body corporate not subject to public law challenges to its governmental processes. Hence Presumption of Regularity does not apply to 20-20's governmental processes.
24. Before the issuing of the Claim the Claimants were already well aware that absolutely central to this dispute was the Defendant's repeated challenging of the Claimant clique's legitimacy (e.g., the letter dated 8/2/2006 in their Exhibit JR2 states: "... *the agreement is dependent on the legitimacy and probity of the management .... 20-20 personnel are not properly acting as the legitimate management .... I see an abundance of evidence to disbelieve it and no reason to believe it....*"). Thus they had notice that that legitimacy was a material issue in this case, requiring a proper particularisation basis from the outset. Instead they pretended the case was a routine one.
25. Even *if* an election did take place in December 2005, there exists proof of a context of fundamentally illegitimate secretisation, total evasion of accountability, and intimidation of members, with a view to concealing criminal harassments. (Further details in DA paras 3-51 and Comment on Lynn Mansell Second Witness Statement paras 12-25.) It follows that any such election would warrant no more recognition from the Court than would the election of Saddam Hussein, and if anything even less.
26. Such scant asserted particulars as there are in the Claimants' statements cannot provide any basis on which to build evidence satisfying the burden of proof of being validly elected as the officers and management of 20-20. That is especially so in the face of the Defendant's decisive counter-evidence, let alone Lynn Mansell's self-evidently absurd testimony.
27. In fact the stark contrast between the Defendant's open supply of testimony and the Offendants' evasive minimalism speaks for itself of where the honourableness and dishonourableness lie in this case.

**(c) The Claimants DO have to prove a ground, and proof of a ground is impossible on the basis of the facts alleged.**

28. The cited Housing Acts make clear that they are irrelevant to tenancy agreements of FMHCs such as 20-20. They state that FMHCs cannot have a “secure tenancy”, that is a specific type of tenancy as defined by statute. But they do not state that FMHCs are incapable of granting security of tenure by non-statutory means. They say nothing about what security the Tenancy Agreement may grant, except that it cannot be statutory.
29. The TA is incompetently-written. Defective contracts must be interpreted primarily on the basis of the internal evidence of intention. And the section headed “The Tenant’s Rights” (pages 7-9) makes explicitly clear that the intention was to grant security of tenure.
30. The Defendant’s Application paras 62-92 show that the only *compos mentis* construal of the intended security of tenure is that the grounds must be proven to the Court before the tenancy can be validly terminated. (Full explanation is given in the DA paras 62-92.)
31. Meanwhile the facts alleged by the Claimants cannot in reality constitute any breach of the Tenancy Agreement.  
(Merely the Claimants are trying to fool you that they do.)  
(Full explanation is in the DA paras 93-98.)
32. It follows that the facts alleged in the Claim cannot give any basis for proof of grounds.

**(d) The Claimants give a gross misrepresentation of many of the most pertinent matters, constituting an abuse of the court.**

33. The Claimants’ earlier gross misrepresentation of the case was demonstrated in the DA paras 43-51, with reference to the preceding DA paras 15-35.
34. The second Witness Statement of Lynn Mansell now adds even starker demonstration of her gross misrepresentations, by means of the inherent absurdities generated from her attempt to squirm around the facts of her covering up of criminal harassments. This is more fully explained in “Comment on Lynn Mansell Second Witness Statement”.

**(e) The Claimants' Application indicates that they are praying for the Court to adjudicate with utmost mean-minded procedural nit-picking. Meanwhile, the Claim was served without the correct defence form N11R and notes N7A and only with the extremely different defence form N11.**

35. The Claimants in their Application para 29 choose to advance a procedural point of the utmost pedantic triviality, namely that the Defendant (an oppressed litigant-in-person) omitted a Statement of Value, in the context that the Court will anyway be quite intelligent enough to just as easily see how the value would vary depending on various outcomes.
36. This surely must indicate that the Claimants are with all seriousness praying for the Court to adjudicate with the utmost strictness on even trivial breaches of procedure by the Defendant.
37. I respectfully submit that the Court should respond to that mean-minded disposition by applying it where there is far more justification. That is, to the Claimants' genuinely serious breach of procedure, in failing to serve the correct defence form N11R and notes N7A, and serving just the totally different N11 instead (which led to the then legally-naïve Defendant being seriously confused). So by applying their own favoured disposition, that breach should be taken as necessitating the Striking Out of the Claim for Possession.

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### **Statement of Truth**

I believe that the facts stated in this Skeleton Argument re the Applications are true.

Signed  
Defendant

ROBIN CLARKE

Dated

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