

Neutral Citation No: [2025] NICH 8	Ref: SIM12889
<i>Judgment: approved by the court for handing down (subject to editorial corrections)*</i>	ICOS No: 25/63752/A01
	Delivered: 12/11/2025

IN THE HIGH COURT OF JUSTICE IN NORTHERN IRELAND

CHANCERY DIVISION

SINEAD-ROISIN MURPHY

Appellant

-and-

LAND & PROPERTY SERVICES

Respondent

The Appellant represented herself
Jordan McClurkin (instructed by the Crown Solicitor s Office) for the Respondent

SIMPSON J

Introduction

[1] The case arises out of a dispute between the appellant and the respondent about the payment of rates. On foot of a determination on the papers Master Kelly, by an Order of 8 September 2025, dismissed the appellant s application to set aside a statutory demand in the sum of £5,096.90 and permitted the respondent to present a bankruptcy petition against the appellant. Her Order records that the debt specified on foot of the ... statutory demand is not disputed on grounds which appear to the Court to be substantial.” The appellant appeals the Master s Order.

[2] The matter for present resolution is an application before me made by a Mr Eamonn Scullion who wishes to provide assistance to the appellant as a McKenzie Friend – see *McKenzie v McKenzie* [1970] 3 WLR 472. A McKenzie Friend is someone who assists a litigant in person by eg taking notes, helping with papers and quietly giving assistance. Such a person does not need to have any legal training or to have any professional legal qualifications.

[3] On 7 June 2024, the Lady Chief Justice issued a revision of the Practice Note No.3/2012 relating to McKenzie Friends. Appendix A to that Practice Note provided a template application form. That has been completed in this case, although not

entirely, by Mr Eamonn Scullion who has applied for permission to act as McKenzie Friend for the appellant.

[4] The respondent objects, not to the appellant having the assistance of a McKenzie Friend, but to Mr Scullion being permitted to act as a McKenzie Friend. Thus, this case is not about whether a McKenzie Friend should be permitted; only whether Mr Scullion should be permitted. Accordingly, I need not deal with the majority of the principles relating to McKenzie Friends.

[5] Para [7] of the Practice Note provides:

While personal litigants ordinarily have a right to receive reasonable assistance from McKenzie Friends the court retains the power to refuse to permit the giving of such assistance. The refusal may occur on initial application or at any time during the hearing. A personal litigant may be denied the assistance of a McKenzie Friend or a particular McKenzie Friend because its provision might undermine or has undermined the efficient administration of justice. Illustrations of circumstances where this might arise, which are not exhaustive, are:

- (i) the assistance is being provided for an improper purpose;
- (ii) the assistance is unreasonable in nature or degree;
- (iii) the McKenzie Friend is subject to an order such as a civil proceedings order or a civil restraint order or has been declared to be a vexatious litigant by a court in Northern Ireland or in another jurisdiction of the United Kingdom;
- (iv) the McKenzie Friend is using the case to promote his or her own cause or interests or those of some other person, group or organisation, and not the interests of the personal litigant;
- (v) the McKenzie Friend is directly or indirectly conducting the litigation;
- (vi) the court is not satisfied that the McKenzie Friend fully understands and will comply with the duty of confidentiality..."

[6] I bear the above in mind when considering the application in this case.

Nature of the objection

[7] In a letter to the appellant dated 13 October 2025, the Crown Solicitor's Office, acting on behalf of the respondent in this case, informed her that the respondent objected to Mr Scullion being her McKenzie Friend. Its objections were stated to be:

(i) Judgment of Madam Justice McBride delivered 17/12/2021 refusing the application for Mr Scullion to act as a McKenzie (attaching a copy); and

(ii) Mr Scullion is a former bankrupt. A bankruptcy order was made on 6 September 2017 (attaching a copy)."

[8] In oral submissions supporting the objection Mr McClurkin, for the respondent, took the court to the judgment of McBride J in *Ulster Bank/National Westminster Bank PLC v Pollock and others* [2021] NICH 23. In that case, counsel for the plaintiff bank objected, not to two of the defendants having a McKenzie Friend in principle, but to Mr Scullion acting in that capacity. Following directions from the court Mr Scullion completed the appropriate application asking to provide assistance to some of the defendants and also asking to be granted a right of audience.

[9] In para [7] of McBride J's judgment she records four bases of the objection. In the present case Mr McClurkin relies on three of those bases, namely:

(a) his appointment would undermine the efficient administration of justice;

(b) he is directly or indirectly conducting the litigation;...

(d) he is using the case to promote his own cause or interest or those of some other person, groups or organisation and not the interests of the personal litigant."

[10] The appellant, in a reply to the respondent's objection relies on three principal matters. First, she says that in February 2025 she submitted a "Third Party Authorisation Form" to Land & Property Services authorising Mr Scullion to assist her as an authorised person in relation to all correspondence and communication" in the proceedings. No objection to this was raised by the respondent. She says that the same form was included in her evidence bundle in the County Court. Again, no objection was raised by the respondent or the court. She says that this constitutes tacit procedural approval of Mr Scullion's involvement." This leads her to the submission that it would be procedurally inconsistent, disproportionate and unfair to object to his continued assistance now, when his involvement was properly disclosed and accepted at earlier stages without issue."

[11] Secondly, she submits that the *Pollock* case is “factually distinct” from this case. She says that “Mr Scullion’s role there was as a Special Trustee within the Trust, not as a McKenzie Friend.” There was no finding of misconduct against Mr Scullion, and the judgment does not impose a standing restriction on him assisting litigants in other proceedings.”

[12] Thirdly, the appellant submits that the court retains a discretion “to allow a litigant in person to receive reasonable assistance from a lay person.” She relies on *McKenzie* itself and Article 6 of the European Convention on Human Rights. She also relies on *Westdeutsche Landesbank Girozentrale v Islington LBC* [1996] AC 669 for the proposition that the court’s equitable jurisdiction “is grounded in conscience and fairness.”

[13] The appellant also says that Mr Scullion provides her with assistance, helps keep her calm in the unfamiliar court environment and helps her organise papers, and that all these are important matters to her. He will, she says, provide her “with quiet assistance, note-taking and moral support.”

Discussion

[14] The appellant is quite correct to say that the decision in the case of *Pollock* “does not impose a standing restriction on Mr Scullion assisting litigants in other proceedings”, and it is not suggested otherwise, either by the respondent or by this court.

[15] As to the first of her grounds as identified in para [10] above, I do not consider that the fact that Mr Scullion was identified as an authorised person in relation to correspondence and communication can be taken in any way to have amounted to some form of general and continuing permission to act as a McKenzie Friend, or in any way to cause this court to be acting procedurally inconsistently if it refuses permission. I have seen no document containing any application for permission for Mr Scullion to act as McKenzie Friend, other than the application to this court, and that application requires to be dealt with by me on its own merits.

[16] As to the second ground, while the facts of the *Pollock* case are, indeed, different from those in this case, it is not right to say that “Mr Scullion’s role there was as a Special Trustee within the Trust, not as a McKenzie Friend” True it was that he was a Special Trustee of a number of identified Pollock family trusts (see para [5] of the judgment) but that is not what the judgment was about. At para [11] McBride J said:

In the exercise of my discretion I refused the application to appoint Mr Scullion as a McKenzie Friend for Mr Thomas and Richard Pollock. I made this decision at the commencement of the litigation, and I indicated that I

would set out my reasons in writing at a later stage. I now set out the reasons for my decision.”

[17] Accordingly, the principal subject of the judgment in *Pollock* is Mr Scullion s application for permission to act as a McKenzie Friend.

[18] In the course of her judgment McBride J identified a change in approach in the way in which the Pollocks case was presented with voluminous correspondence” all of which was in the style of claims raised by ‘Freeman on the land’ or more commonly referred to as Sovereign men.” The court was informed that Mr Scullion had assisted in the drafting of all of this documentation. McBride J noted that Mr Scullion told the court that he had never claimed to be a Freeman or Sovereign man, but she said that a transcript of the hearing before in 21 May 2019 shows that he adopted many of the claims made by a Freeman.”

[19] In addition, the judgment records that:

Mr Scullion was brought to court on foot of a warrant for his arrest after failing to appear at a contempt hearing in which it was alleged he had refused to abide by a court order. It was only after he was brought to court on foot of the arrest warrant that Mr Scullion thereafter complied with the terms of the court order.”

[20] As to some history relevant to Mr Scullion, para [15] of the judgment says:

In *Ulster Bank Limited v Dace* [2017] NICH 10, Horner J found that the claims raised in that case bore resemblance to those raised by Freeman and he held such arguments to be devoid of legal or factual merit and were unarguable. Similarly, in *Santander v Scullion* [2020] NICH 1, I found the equitable asset document which was relied upon as evidence of repayment of the debt to consist of legal mumbo jumbo.’ In addition, in *Swift First Limited v Quinn* [2018] NICH 23 in which Mr Scullion acted as a McKenzie Friend and in which a Memorandum of Trust and Private Trust documentation was relied upon as defence to a repossession claim, the court held that these documents were legally meaningless and did not constitute payment and therefore did not ground a defence to the plaintiff s claim for possession.”

[21] It is clear from the appellant s own case that Mr Scullion has been assisting her since February 2025 in relation to all correspondence and communication.” From that I draw the inference that documentation submitted by the appellant since February was produced, at the very least, with some assistance from Mr Scullion.

[22] On 17 September 2025, the appellant filed a document entitled "Supporting affidavit of Sinead-Roisin Murphy." It begins "I (name), the living woman, sui juris, of (address) Non-Domestic; without the United Kingdom, make oath and say as follows..." It records, in paragraph 6, that the appellant "served Notices of Fault, Opportunity to Cure, and Default upon the respondent, all of which went unrebutted, thereby creating estoppel in law and equity." The affidavit exhibits a number of documents.

[23] Exhibit C is entitled "Affidavit of Commercial Obligation." It names as the Respondent the Director of Land & Property Services. Following the recitation of a number of "Maxims of Equity and Commerce" the affidavit states:

Guaranteed — All men shall have a remedy by the due course of law. If a remedy does not exist, or if the existing remedy has been subverted, then one may create a remedy for themselves and endow it with credibility by expressing it in their affidavit. (Ignorance of the law might be an excuse, but it is not a valid reason for the commission of a crime when the law is easily and readily available to anyone making a reasonable effort to study the law).

[24] Para [2] states that the appellant:

is the secured party creditor, superior claimant, holder in due course, and principal creditor; having a recorded property lien, hold rights, titles and interest to all property held in the name of the Debtor [the appellant], as evidenced by UCC-1 Informational Filing #2024-213-4803-1."

[25] UCC stands for Uniform Commercial Code. The Code is internal to the United States of America, and is designed to standardise commercial law across the various States. UCC-1 is a legal form to record a secure transaction. It goes without saying that it has absolutely nothing to do with Northern Ireland law or procedure.

[26] The affidavit includes averments (para 5) that the governing law of this private contract is the agreement of the parties supported by The Law Merchant and applicable maxims of law established by silence, acquiescence and tacit agreement." Having set out what she says has led to this dispute, the appellant then alleges "Trespass on Private Trust" and the initiation, without jurisdiction, of the claim by Land & Property Services in the magistrates' court. The relief sought amounts to £4 million, and the respondent has 10 days to:

Rebut, deny or otherwise prove invalid the above allegations, point-for-point. Failure to rebut, deny or

otherwise prove (sic) any allegation on a point-for-point basis, will be construed as a failure to rebut, deny or otherwise prove (sic) all allegations.”

[27] After the appellant's signature is the heading “Acknowledgement.” The following then appears:

Subscribed to and affirmed before me this 23rd day of February 2025, the woman, who personally appeared and known to me, upon presentment of identification, subscribed her autograph to the within instrument and acknowledge same:

(Signatures of two witnesses)

Two witnesses create a fact:

Deuteronomy 19.15 (King James Version) New Testament:

One witness shall not rise up against a man for any iniquity, or for any sin, in any sin that he sinneth: at the mouth of two witnesses, or at the mouth of three witnesses, shall the matter be established.”

John 8.17 (King James Version) New Testament:

It is also written in your law, that the testimony of two men is true.”

[28] Exhibit D is entitled “Affidavit of Non-Response - Certificate of Estoppel.” This includes the maxims. “A matter must be expressed to be resolved” and “Truth is expressed in the form of an affidavit.” The affidavit begins “I ... hereinafter Affiant, ab initio and forever without the UK...” Para [5] includes two more maxims: “An un rebutted affidavit stands as truth in commerce” and “An un rebutted affidavit becomes truth in commerce.” At para [6] the affidavit states “All terms, conditions, allegations, true bills, legers (sic), etc. are now affirmed by respondent by tacit procuration.” The “Acknowledgement” and what follows are identical to the concluding portions of the affidavit referred to above.

[29] Exhibit E is entitled “Notice of Interest - Upon County Down, without the United Kingdom.” Two maxims are cited introducing the content of the document: “A matter must be expressed to be resolved” and “In commerce truth is sovereign.” It indicates a claim against the Director of Land & Property services, the value of the interest being asserted as £2 million. The document goes on to assert that the payment obligation of the Director is secured by “operational/commercial bonds” and, should they be insufficient, then the assets of the Director “will be utilised as follows - all real

and moveable property, bank and savings accounts, except property normally exempted in the lien process (includes survival provisions)." More "Equity maxims" follow in para [8]. The "Acknowledgement" and Biblical quotes follow again.

[30] Exhibit F comprises three documents entitled "Non-Negotiable - Invoice for Trespass on Private Trust." The trespasses alleged are (1) dishonour of bill of exchange; (2) instigating legal proceedings without jurisdiction; (3) trespass on Avalon private trust; (4) trespass upon common law copyright notice. The total sum claimed in these "invoices" is some £2.65 million. Each contains a demand for payment within 10 days with the penalty for late payment stated to be £10,000 per day.

[31] Exhibit H includes the appellant's affidavit "in Support of Application to Set Aside Statutory Demand" which commences with her affirmation "That I am the living woman, lawful secured party creditor ..." and, at para [6], avers that the creditor is now estopped from proceeding further as a result of fiduciary breach and dishonour."

[32] I have taken the trouble to set out these limited portions of the documents to give the reader of this judgment some idea of their contents, which could properly be described as what McBride J pithily called "legal mumbo jumbo". In fact the documents served in this case are replete with a combination of cod notices, faux legalese and utterly irrelevant quotations typical of the documentation and language which one sees in material submitted to the court when the so-called Freemen or Sovereign men are involved in litigation. I am satisfied, on the balance of probabilities, that the documents were drafted, if not in their entirety by Mr. Scullion, then with his considerable assistance and input, and that they reflect views akin to those expressed by Freemen or Sovereign men and that Mr. Scullion intended and intends to represent those views in the documents.

[33] It is precisely this sort of pseudo-legal nonsense sprinkled throughout voluminous documentation which wastes the time of the courts. In my view, filing with the court or serving on an opponent documents containing this type of material is the very antithesis of the efficient administration of justice.

Conclusion

[34] I have concluded in all the circumstances of this case that if I was to grant permission to Mr Scullion to act as McKenzie Friend for the appellant it would undermine the efficient administration of justice. I am also satisfied that the content of the documents show that he is directly or indirectly conducting the litigation. In addition, I am satisfied that he is using the case to promote his own cause or interest or those of some other groups or organisation - namely, the so-called Freemen or Sovereign men - and not the interests of the appellant.

[35] Accordingly, I refuse the application made by Mr Scullion in this case.

[36] This, of course, does not mean that no-one can act as McKenzie Friend for the appellant; only that it cannot be Mr Scullion. This decision in no way prevents another person, in whom the appellant reposes confidence, in making the necessary application.

Postscript

[37] Although it was not determinative in this case, in passing I note that, whereas Section C in the application form set out in Appendix A to the Practice Note states:

Please attach a copy of your CV to this application”, Mr Scullion did not include his CV and no explanation was provided for this omission. As McCloskey LJ said in *Patterson and another v Rathfriland Farmers Cooperative Society Ltd.* [2025] NICA 14:

[21] The information to be provided in every completed Application Form has the following function. In every case, the court, as master of its own procedure, exercises a discretion. Specifically, the court determines whether to exercise its discretion to provide either of the two basic facilities contemplated in the Practice Note. The Application Form has been devised to enable the court to exercise this discretion on the most fully informed basis possible, as required by elementary public law principles. The provision of the information thus required enables the court to exercise its discretion lawfully.

[22] It is a principle of longstanding that the law does not require the impossible. Accordingly, if there are cases where some aspect of the information required by the Practice Note genuinely cannot be provided this should simply be stated, with a brief accompanying explanation...”

[38] At para [23] he said:

“Furthermore, Practice Notes and kindred instruments are designed to be observed. As Lowry LCJ stated memorably in *Davis v NI Carriers* [1979] NI 19, at [20]:

“... the rules of court are there to be observed.”

This “important principle” applies with full vigour to all Practice Notes and kindred instruments.”

[39] Accordingly, it should be noted that those making an application for permission to act as a McKenzie Friend must complete the entirety of the form in Appendix A, which includes the requirement to attach to the application a copy of a CV of the person applying. The obvious purpose of this is to allow the court to be as fully informed as possible about the putative McKenzie Friend. If, for some reason, it is impossible to do so, an explanation must be given.

[40] Failure to do so might, in the circumstances of a particular case, prove fatal to the application.

Costs

[41] I will hear the parties on the issue of costs of this appeal.