

5. countless stoppings on the road to make me do breath test , disclose my insurance company or rectification certificates being issued {made to produce driving documents 35 times during period of harassment},
6. I was attacked and thrown down the stairs of my own house in the sight and hearing of police and my wife, ambulance called, the man being arrested, detained and purportedly appeared in Barry Magistrates next day when other charges were disposed of. Even a letter of concern from Mr Walter Sweeney MP to the police, at the time is admitted, as still being in existence,
7. the excessive repeated vandalism ,setting fire to and smashing windows to my home witnessed and reported to Barry police with statements taken from numerous witnesses,
8. of the theft of my very much court case featured BMW motorcycle, in numerous previous incidents, arrested for the theft of my own bike, for example and jailed in Cardiff prison when it had to be a client, a policeman with a Rottweiler, of my veterinary hospital to tip me off as to whereabouts the police had had it all the time I had been looking,
9. Barbara Wilding admits that all relevant police and Crown Court records of one court case were destroyed despite the case collapsing when proof the police had had the photograph and correct name and address of the real driver, my employee, all the time, my arrest of the CPS prosecutor, in the court, being conveniently also air brushed from the record, with the police sergeant, called following my citizen's arrest, also denying full knowledge of the incident,
10. **Barbara Wilding deliberately avoids my specific repetitive application on 40 specific police numbered incidents indicating, for the court action, they are non-existent.**

(This list is not exhaustive)

This Abuse of Process is ultimately the responsibility for my MP or Mr Brown?

The Chief of Police relies heavily, in the 25th Feb 2009 sworn affidavit, on the police response to my circa 1993-1995 requests for disclosure and preservation of police records. Police Inspector Griffiths' 19th May 2000 statement, only now released, confirms any police record for most of the above incidents were all deliberately destroyed and the HM Attorney General refuses to disclose the court record/tapes of this very argument for preservation going on in the 90s court hearings, now under his control due to the collection of some 200 court files in 2003 (See leaked HM Internal Memos).

My lawyers were assured retention of police records as far back as damages were first claimed, 1993, with reminders every year, as example, Judge's Orders and letter of 2002.

Which is it, Mr Smith, Section 3 or Section 4 of the Fraud Act for this flagrant liar and when is it, most appropriate, to take the 'law' into one's own hands in the Vale of Glamorgan?

Yours sincerely,

Maurice J Kirk BVSc

Copy to: <http://www.kirkflyingvert.com/>

PS (I omitted the 18 exhibits in my 13th Feb 2009 27 page letter to you as I wait for a Court Order to make the Royal College of Veterinary Surgeons release the 2002 court transcript and the unlawful communications with the South Wales Police to have me struck off)

Extract of Fraud Act 2006

Section 3: Fraud by failing to disclose information

18. Section 3 makes it an offence to commit fraud by failing to disclose information to another person where there is a legal duty to disclose the information. A legal duty to disclose information may include duties under oral contracts as well as written contracts. The concept of "legal duty" is explained in the Law Commission's Report on *Fraud*, which said at paragraphs 7.28 and 7.29:

"7.28 ...Such a duty may derive from statute (such as the provisions governing company prospectuses), from the fact that the transaction in question is one of the utmost good faith (such as a contract of insurance), from the express or implied terms of a contract, from the custom of a particular trade or market, or from the existence of a fiduciary relationship between the parties (such as that of agent and principal).

7.29 For this purpose there is a legal duty to disclose information not only if the defendant's failure to disclose it gives the victim a cause of action for damages, but also if the law gives the victim a right to set aside any change in his or her legal position to which he or she may consent as a result of the non-disclosure. For *These notes refer to the Fraud Act 2006 (c.35) which received Royal Assent on 8 November 2006* For example, a person in a fiduciary position has a duty to disclose material information when entering into a contract with his or her beneficiary, in the sense that a failure to make such disclosure will entitle the beneficiary to rescind the contract and to reclaim any property transferred under it."

19. For example, the failure of a solicitor to share vital information with a client within the context of their work relationship, in order to perpetrate a fraud upon that client, would be covered by this section. Similarly, an offence could be committed under this section if a person intentionally failed to disclose information relating to his heart condition when making an application for life insurance.

Section 4: Fraud by abuse of position

20. Section 4 makes it an offence to commit a fraud by dishonestly abusing one's position. It applies in situations where the defendant has been put in a privileged position, and by virtue of this position is expected to safeguard another's financial interests or not act against those interests. The Law Commission explain the meaning of "position" at paragraph 7.38:

"7.38 The necessary relationship will be present between trustee and beneficiary, director and company, professional person and client, agent and principal, employee and employer, or between partners. It may arise otherwise, for example within a family, or in the context of voluntary work, or in any context where the parties are not at arm's length. In nearly all cases where it arises, it will be recognised by the civil law as importing fiduciary duties, and any relationship that is so recognised will suffice. We see no reason, however, why the existence of such duties should be essential. This does not of course mean that it would be entirely a matter for the factfinders whether the necessary relationship exists. The question whether the particular facts alleged can properly be described as giving rise to that relationship will be an issue capable of being ruled upon by the judge and, if the case goes to the jury, of being the subject of directions."

21. The term "abuse" is not limited by a definition, because it is intended to cover a wide range of conduct. Moreover *subsection (2)* makes clear that the offence can be committed by omission as well as by positive action. For example, an employee who fails to take up the chance of a crucial contract in order that an associate or rival company can take it up instead at the expense of the employer, commits an offence under this section.

22. An employee of a software company who uses his position to clone software products with the intention of selling the products on would commit an offence under this section.

23. Another example covered by this section is where a person who is employed to care for an elderly or disabled person has access to that person's bank account and abuses his position by transferring funds to invest in a high-risk business venture of his own.