

I, The Claimant, Mark Anthony Taylor,
Kalamata,
Billington Lane,
Derrington,
Stafford
ST18 9LR
10th Feb 2015
Email: mark.anthony.taylor@gmail.com

Request For Default Judgement In Claim **A07YQ334**
Against defendants Ref #6 JP Morgan Chase and Ref #3 HSBC Plc

Statement

JP Morgan and HSBC both appear to have failed to file Acknowledgement of Service documents and so I ask for default judgement against them.

Date the Claim Was Served

I served all claim documents (the *particulars of the claim*, evidence attachments, the *claim form*, the *response pack* and the judgement *for service at Anshu Jain's address*) against JP Morgan and HSBC by email on the Sunday evening 25th of Jan 2015. I sent postal reminders of the claim, which referred to the email credentials, on the 28th of Jan 2015, and the Royal Mail confirmed they had arrived on the 30th of Jan 2015. The reminders also includes a full set of claim documents except the particulars, which was excluded as it is best delivered electronically as it contains numerous URL references to matters of evidence. If the court so wishes I can directly forward the emails sent which may better represent the contents of the email.

JP Morgan Fail To Respond

To my knowledge, JP Morgan have not given a response to either the email or the postal reminder.

HSBC Fail To File Acknowledgement

HSBC confirmed to me, in writing, that they have received the claim form and particulars, but are refusing to follow through with an acknowledgement of service. They even created a rudimentary defence. I attach a copy of their postal mail, and my responses to them, together with my threat to file for default judgement which they seem to have ignored.

Reasoning For Immediate Judgement against JP Morgan

1. A claim has been served and ignored after 14 days from the day of delivery.
2. JP Morgan, as reported by Reuters, have attempted to settle a Forex manipulation lawsuit for US\$100 million. (Foreign Exchange Benchmark Rates Antitrust Litigation, U.S. District Court, Southern District of New York, No. 13-07789 – see link 1 below).
3. JP Morgan have been fined for Forex manipulation – see link 2 below.
4. The level of liabilities for which I sue is not contested. No counter argument has been provided.
5. As I asserted in the particulars, Forex manipulation, as means of misrepresenting national solvency, creates liabilities in itself to justify all damages.
6. My sincere analysis is that JP Morgan wants to settle without having to admit or deny anything and it achieves this by not acknowledging service.

Reasoning For Immediate Judgement against HSBC

7. A claim has been served and ignored after 14 days from the day of delivery.
8. HSBC have confirmed that they have received the claim, that they have studied the particulars, and have even created a rudimentary defence.
9. HSBC refuse to file an acknowledgement on the ground that the claim was delivered by email. From what I have studied of Rules of Procedure, the only issues with serving by emails, is delivery in a format that the recipient can handle, and proof that the recipient checked their email.
10. In a previous case A01CL878, HSBC denied receiving *particulars of claim* from the courts, which was the reason I send materials both by email and by post.
11. HSBC previously handled particulars of claim in case A01CL878 using the email address in which they were served. The documents were conveyed in PDF format, which they are able to open and read, as demonstrated by the existence of the rudimentary defence.
12. HSBC have been fined for Forex manipulation in November 2014. While under investigation they confessed to the regulator early to be rewarded with a lower fine. At the same time they mailed me in a Pre-Action Protocol phase, that no *wrongdoing* was committed. Duplicitous.
13. The rudimentary defence no longer claims *no wrongdoing*.
14. The rudimentary defence claims that I have no right to have damages served in bullion. It seems more important for the defence to make an issue of the damages that to deliver an actual defence. I ask the court that HSBC either agree to the terms of the settlement I specified in the particulars or face sufficient aggravated damages that they lose out financially to what would have been a cheaper settlement in bullion. I believe remedy by *delivery of goods* may apply.
15. There is no basic denial of cartel activity in the defence.
16. There is no recognition of the laws against anti-competitive cartel practices.
17. The legal basis is damage arising to my investments as a result of market manipulation practices that are outlawed by the anti-competition laws specified in the particulars of the claim.
18. The rudimentary defence in part (d) claims that I fail to identify documentation, other than generic media or publicly available statements. On the contrary, included with the claim documents were the personal correspondence to me from Deutsche Bank, that prove Deutsche Bank was duplicitous. Also were included in the particulars were references to the personal documents to me from HSBC that prove it was duplicitous. The strength of my claim lies in the fact that there are public and generic documents that are not disputed that in themselves demonstrate fraud. The FCA reports on HSBC for Forex manipulation are public documents and they demonstrate liability in themselves.
19. The rudimentary defence does not contradict any particular point of evidence.
20. Anti-competitive practices create liabilities in themselves that require no contract. This is not an issue of contract law: *duty of care, negligence* and such are irrelevant.
21. There are no third party/passing-on issues. I was the most immediate victim of market manipulation by the cartel. The seller was a cartel member and my buyers did not absorb the cost of the manipulation. The losses fall on me, thus the liabilities must be awarded to me.
22. There is no statement of belief on the rudimentary defence. There is no individual taking responsibility for the defence. Not even a lawyer's name.
23. With HSBC being exposed for thousands of counts of conspiracy to evade taxes, it is no surprise to me why it is able to act lawlessly without its executives being

prosecuted. One wonders how many executives, politicians, prosecutors and their friends are on the HSBC tax evasion list.

Recent Events That Have Harmed The Defendants' Defence

I believe that the defendant's ability to create a viable defence was hindered from the date the claim was served (effectively on the 26th of January 2015) to the current date, and this has caused them to worry about issues of perjury.

1. The price of silver rose dramatically over January 2015.
2. The level of short-selling to suppress the price required short-selling contracts of the order of 800 million ounces of silver.
3. Since those buying the short contracts would stand to win delivery were the price to stay high on the 31st of January 2015, the delivery day, a maintenance of that price level would have caused 800 million ounces of silver bullion delivery failure.
4. Just before delivery day the Comex raised margins by 11% causing prices to fall, forcing those holding the short contracts on margin to sell them and so a 800 million ounce delivery failure was averted.
5. The Comex, using the mechanisms explained in the particulars of the claim, colluded with the banking participants to dispossess market participants outside of its cartel by use of aggressive margin requirement changes. Again we see the primary function of the Comex is to commit fraud. If margin requirements were needed, why could they not have been imposed after the delivery day so that all participants were on a level playing field?
6. The open interest position of short contracts, exceeding the world bullion reserves of silver, is fraudulent in itself – it could never be delivered.

Links:

1. <http://uk.reuters.com/article/2015/01/05/us-jpmorgan-forex-jpmorgan-idUSKBN0KE1A420150105>
2. <http://www.bloomberg.com/news/articles/2014-11-12/banks-to-pay-3-3-billion-in-fx-manipulation-probe>
3. <http://www.cmegroup.com/tools-information/lookups/advisories/clearing/files/Chadv15-030.pdf> which details the margin changes. Commentary is available on <http://www.zerohedge.com/news/2015-01-29/cme-hikes-silver-margins-11>
4. There are any number of charts on the Internet that show the Comex open interest. Here http://ycharts.com/indicators/comex_silver_futures_open_interest we see, at the current date over 160,000 contracts are available, that is, with 5000oz per contract, over 800 million ounces of silver.

Final Note

RBS, Deutsche Bank and its CEO Anshu Jain, and Barclays Bank have all indicated Acknowledgement of Service thus far. Citigroup and UBS have not responded, but one of the tracking numbers from Royal Mail indicated post has been lost and so I sent a reminder by Special Delivery on the 9th of Feb to both parties. I cannot prove decisively whose post (of the two) was lost by the mail service.

I, Mark Anthony Taylor, believe all statements in this request for immediate judgement are true.

Evidence Attachments

Below are copies of letters and other documents to demonstrate that the claim was served. HSBC's response/rudimentary defence was scanned and is presented in a separate attachment as a PDF file.

Page 5 gives the Royal Mail confirmation that the reminder was received by HSBC.

Page 6 gives the Royal Mail confirmation that the reminder was received by JP Morgan Chase.

Pages 7-8 contain the letters that were sent in the reminders identifying the associated email.

Pages 9-11 contain the body of an e-mail I sent to HSBC. HSBC did not respond and seem intent on refusing to acknowledge service.

Page 12 contains the body of the email I sent to HSBC to give it a final chance to file an acknowledgement.

Status: **Delivered**


Your item with reference KF210606104GB was delivered from our DOCKLANDS Delivery Office on 30/01/15 .

Thank you for using our Royal Mail Signed For™ service

Proof of delivery





Printed name: **HSBC / VICTOR**

[Print](#) 

Date: **30 January 2015, 07:58am**

Last update: 30 January 2015, 07:58am

[Help with this item](#) 

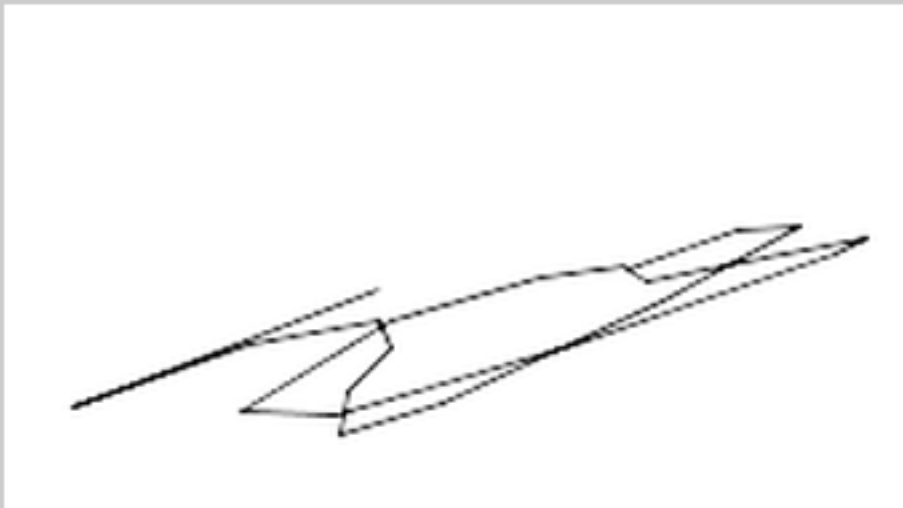
[Remove](#) 

Status: **Delivered**


Your item with reference KF210606149GB was delivered from our DOCKLANDS Delivery Office on 29/01/15 .

Thank you for using our Royal Mail Signed For™ service

Proof of delivery





Printed name: **JPMORGAN**

[Print](#) 

Date: **29 January 2015, 10:54am**

Last update: 29 January 2015, 10:54am

[Help with this item](#) 

[Remove](#) 

Mark Anthony Taylor,
Kalamata,
Billington Lane,
Derrington,
Stafford,
ST18 9LR
Email: mark.anthony.taylor@gmail.com
28 January 2015

Dear JP Morgan,

Please find enclosed a legal claim and other court documents with claim number A07YQ334.

Email with the **Particulars of the Claim** and its key evidence was delivered to JP Morgan with these email credentials:

Received: by 10.170.149.133 with HTTP; Sun, 25 Jan 2015 15:39:54 -0800 (PST)
In-Reply-To:
<CANCCXD4kGDgRD84OCYis1QUWr+w3EYRuXE9SLNufMFaG=btXYQ@mail.gmail.com>
References: <CANCCXD4kGDgRD84OCYis1QUWr+w3EYRuXE9SLNufMFaG=btXYQ@mail.gmail.com>
Date: Sun, 25 Jan 2015 23:39:54 +0000
Delivered-To: mark.anthony.taylor@gmail.com
Message-ID: <CANCCXD6oZhr0FgEtkVEjRqYpPx62OQdbyXmOr81RzVu_hE3Q5w@mail.gmail.com>
Subject: Fwd: Precious Metal Manipulation lawsuit A07YQ334
From: "TheAbstraction ." <mark.anthony.taylor@gmail.com>
To: jamie.dimon@jpmchase.com

If your defence team need a copy of what was sent to those recipients in the above specimen please e-mail me at the address on the above right of this letter. E-mail was chosen to deliver the particulars and its evidence to save on paper costs. Evidence is also provided in the form of URLs that are most easily surveyed by using a Adobe Acrobat Reader on the attachments in the email.

Regards
Mark Anthony Taylor

Mark Anthony Taylor,
Kalamata,
Billington Lane,
Derrington,
Stafford,
ST18 9LR
Email: mark.anthony.taylor@gmail.com
28 January 2015

Dear HSBC,

Please find enclosed a legal claim and other court documents with claim number A07YQ334.

Email with the **Particulars of the Claim** and its key evidence was delivered to HSBC with these email credentials:

Received: by 10.170.149.133 with HTTP; Sun, 25 Jan 2015 15:06:47 -0800 (PST)
Date: Sun, 25 Jan 2015 23:06:47 +0000
Delivered-To: mark.anthony.taylor@gmail.com
Message-ID: <CANCCXD4kGDgRD84OCYis1QUWr+w3EYRuXE9SLNufMFaG=btXYQ@mail.gmail.com>
Subject: Precious Metal Manipulation lawsuit A07YQ334
From: "TheAbstraction ." <mark.anthony.taylor@gmail.com>
To: daniel.chumbley@hsbc.com
Cc: managingdirectoruk@hsbc.com, theabstraction@hotmail.com

If your defence team need a copy of what was sent to those recipients in the above specimen please e-mail me at the address on the above right of this letter. E-mail was chosen to deliver the particulars and its evidence to save on paper costs. Evidence is also provided in the form of URLs that are most easily surveyed by using a Adobe Acrobat Reader on the attachments in the email.

Regards
Mark Anthony Taylor

Received: by 10.170.195.4 with HTTP; Sat, 7 Feb 2015 08:50:11 -0800 (PST)
Date: Sat, 7 Feb 2015 16:50:11 +0000
Delivered-To: mark.anthony.taylor@gmail.com
Message-ID: <CANCCXD7HEKi91F-woyUTRgpbVEBurEsB=E7C=e3X_2aRCqE=PQ@mail.gmail.com>
Subject: Stafford County Court Lawsuit A07YQ334, claim served.
From: "TheAbstraction ." <mark.anthony.taylor@gmail.com>
To: managingdirectoruk@hsbc.com
Cc: daniel.chumbley@hsbc.com, theabstraction@hotmail.com
Content-Type: multipart/mixed; boundary=001a113968c89cc39b050e82547f

--001a113968c89cc39b050e82547f
Content-Type: multipart/alternative; boundary=001a113968c89cc395050e82547d

--001a113968c89cc395050e82547d
Content-Type: text/plain; charset=UTF-8

Dear Sirs/HSBC/CEO of HSBC/Board of CEO/Lawyers for HSBC/Litigation and
Regulatory Enforcement,

Thank you for your letter dated 5th of Feb 2015. In that letter you
confirmed receiving an email from me dated the 25th of January 2015 in
which a lawsuit claim A07YQ334 was served to HSBC as a series of
attachments.

That email contained a full set of claim documents. A copy was delivered by
postal mail, recorded delivery, with tracking number KF210606104GB. On the
Royal Mail website, if you check within the next few days, you can see it
is marked as delivered on the 30th of Jan 2015 and was signed by
HSBC/Victor. The signature will be visible for another 5 days or so on
that website before the Royal Mail cease to display it.

The email I sent to you had a full set of claim documents. The postal mail
was missing the particulars, as the particulars contain evidence URLs that
are cumbersome to use in paper form. The postal mail contained a
comprehensive set of email credentials for identifying the email in which
the particulars were served and my email address for the case that the
original email could not be retrieved and a new email with a copy of the
particulars could be sent.

In your letter, as you can see you admit receiving the email, and admit
receiving the particulars that were so attached. This effectively means you
have been served and have all the documents that you must address. That you
contest accepting the claim means you CHOOSE not to study it and CHOOSE not
to address the issues.

Consider that in the previous court case between us, the case specified in
the particulars for A07Q334, you first denied receiving particulars by
post, from the court, and waited until after the period for
acknowledgement/defence had expired before notifying me and the court that
the particulars were missing. I responded by sending an email with
particulars, which you accepted.

So you have a history of accepting particulars by email when it is
convenient for you, yet you CHOOSE not to address the particulars when it
is not. Since the particulars are allegations of fraud, of using cartel
collusion, in the manner documented by the FCA, for which you were found
guilty, admitted guilt, and paid a fine, I would have thought you would
want to have either admitted the allegations, as is consistent with your
previous conduct with the FCA, or provide a reasoned argument explaining
why my allegations are incorrect or inapplicable. Yours is not the conduct
of an honest party, and explains why costs must fall upon the defendants in

any case, as their pattern is duplicity and procrastination in every response.

I would think that if the courts need a defendant to consent to being served by email, this is to guard against the case of a defendant who does not study his email regularly, or has so much spam or malicious emails that the delivery of the claim was in question. This would be why the courts require consent, but with the written confirmation, and our history of communication by email, this justification of the applicability of any such laws would not apply.

In your final paragraph you say '*Notwithstanding the above, we note the contents of your correspondence*' The paragraph admits that you have studied the particulars, and thus understand the seriousness of the allegations, and then you go on to provide a rudimentary defence. The defence rests on denying legal basis for liability. The legal basis is spelled out in the particulars, that you broke British and European anti-competition laws, created a short selling suppression cartel on the Comex with the co-defendants, systematically depressed the precious metal prices, and so helped Deutsche Bank defraud me out of my life savings. Cartel fraud is illegal if you did not know. You need to read those FCA findings again, they will explain the legal basis for the fines. You should also study anti-competition law to determine liability against competitors who are not part of your cartel. Further liabilities occur because you rigged exchange rates as explained in the particulars as well.

Deutsche Bank and Anshu Jain, as yourself, chose to object to the email, but after explaining that they had made a choice in refusing to address the particulars, and their correspondence acknowledged receipt of the particulars, they agreed that they had received the particulars and agreed that they have been served. Barclays Bank and RBS have confirmed that they have received the particulars by email and are conducting a defence without problem.

The following points were issued to Deutsche Bank and Mr Jain that explains why an email service is appropriate:

1. To create an electronic paper trail proving what was sent, the means by which it was sent, and the fact that it was delivered. E-mail attachments can be sent back to the sender to confirm that what was sent matches what was received. The host of my e-mail is Google, which is an independent third party. The e-mail can also be duplicated to many simultaneous parties making it very hard for anyone to delete or deny that such mail was sent and delivered.

2. To reduce paper work, reducing printing and postage costs. The defendants hit my savings hard and left me in a state of poverty, so they are responsible for limiting my ability to liaise with them in the manner that suits them. Consider that I am currently with savings of less than 30 GBP and an income of ESA. Postal expenses are a major part of my litigation burden. Remember that I have 8 defendants and each set of mail requires recorded or special delivery.

3. The evidence in its current format uses Internet URLs (hyperlinks) to reduce the number of attachments in the evidence. The most convenient format for this is electronic hypertext documents, including the pdf format. In court hearings, these can be printed out if the court so requires.

4. The defendants use e-mail to facilitate day-to-day business and there is no good reason why they should do business in e-mail while refusing to handle litigation by the same method. If the defendants can run websites that impose contractual obligations between the defendants and the website visitors then it should be liable to handle claims, complaints and such from the same sort of mechanism.

5. The litigation courts are fully Internet enabled and will allow you to send and receive documents directly to the courts, including copies of the particulars of the claim.

6. Defendants have been implicated by their personal correspondence to me that does not match their public monologue. This is consistent with a dishonest party caught in a web of lies. E-mail credentials in this case can expose the origin of those lies, lifting the corporate veil from the particular fraudsters responsible, more so than paper work with a pseudo-anonymous corporate signature.

7. The fact that you replying to my mail is proof enough that the documents were successfully delivered. Should the defendants refuse to answer the particulars of the claim, I will use your reply to demonstrate to the court that I sent the particulars in good faith, and the receipt was acknowledged. It is your defendant's choice to ignore the serving at their own peril.

8. I believe the defendants are too incriminated to defend themselves by legitimate means. The evidence shows that they are guilty of duplicity, and a contradiction would entail creating fake paper trails resulting in so many dishonest witnesses and points of vulnerability that any whistle blower could put the fraudsters behind bars for many years. I would thus expect the defendants to make excuses so as not to answer the particulars of the claim - to deny receiving it and such.

9. I have had chronic illnesses that make me physically and financially vulnerable, that makes it difficult for me to travel to London. Any attempt to capitalize on that advantage may add to the aggravated damages.

In short Sirs, you have been served, you have acknowledged being served, and you have provided a defence in response to what has been served. Your defence thus far is clearly deficient and is ground for immediate judgement against you once your defence period expires on the 24th of February.

If you still wish to refuse to acknowledge to being served then I suggest you petition the courts. Please include the contents of this email in your exposition to them.

Please find attached a copy of your latest correspondence to me.

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Regards
Mark Anthony Taylor

MIME-Version: 1.0

Received: by 10.170.195.4 with HTTP; Sun, 8 Feb 2015 14:35:02 -0800 (PST)

In-Reply-To:

<CANCCXD4EH5wK_4XyB5Li5sd3VH7NepzK7BbtVG=OgB3PJxyv=w@mail.gmail.com>

References: <CANCCXD7HEKi91F-woyUTRgpbVEBurEsB=E7C=e3X_2aRCqE=PQ@mail.gmail.com>

<CANCCXD4EH5wK_4XyB5Li5sd3VH7NepzK7BbtVG=OgB3PJxyv=w@mail.gmail.com>

Date: Sun, 8 Feb 2015 22:35:02 +0000

Delivered-To: mark.anthony.taylor@gmail.com

Message-ID: <CANCCXD6AYm6abxqqV5Lcu8hn3krPm1hcCzu5H1ZAVBu++WF-9w@mail.gmail.com>

Subject: Re: Stafford County Court Lawsuit A07YQ334, claim served.

From: "TheAbstraction ." <mark.anthony.taylor@gmail.com>

To: managingdirectoruk@hsbc.com

Cc: daniel.chumbley@hsbc.com, theabstraction@hotmail.com

Content-Type: multipart/alternative; boundary=001a1137ca68b2a283050e9b431b

--001a1137ca68b2a283050e9b431b

Content-Type: text/plain; charset=UTF-8

Dear Sirs,

With respect to lawsuit A07YQ334, I believe the time for you to file an acknowledgement of service is almost up. If you allow it to expire I will ask the court for immediate judgement, citing the absurdity and poverty of your defence, and your duplicity with regard to what you tell civil courts and what you tell regulators in the matters of market manipulation. I do not see a credible defence and I do not see why I should gift you with more time. Monday 9th is 14 days after the service by email, and so is the last day you can acknowledge service. On Tuesday 10th, if I do not have confirmation from you that you have acknowledged service, I will ask the court to find against you the full level of costs and damages.