It’s not what you say, it's the WAY that you say it..!

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Structured, legally-grounded defence statements for lay litigants in possession proceedings

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Well hello.

Im sure youre here because you feel unheard or ignored in court, you have a perfectly good defence and reasonable grounds for defence, but every time you put thesedefences up in court, you are shut down, or you feel you are ignored. What if you're not ignored, but shouting into an empty vacuum with no ears? Believe it or not, judges hear that defence 20 times a day, and 20 times they ignore it. Why? Because the defendant is not speaking the language of law, but of emotions.

This booklet sets out a structured, legally recognised framework for presenting a defense in possession proceedings. Borrowers often describe their experiences in emotional or informal language, but courts require arguments to be framed within clear legal categories. The Six Pillars System provides that structure.

Each Pillar translates everyday borrower experiences, pressure, unfair treatment, missing documents, inconsistencies, administrative failures, and human impact into the legal concepts that courts can act upon. These include equity, strict proof, regulatory compliance, evidential reliability, lender contribution to arrears, and proportionality.

The purpose of this document is to support a lay litigant in presenting their position clearly, calmly, and effectively, using a format that aligns with judicial expectations and established legal principles.

Teresa Clyne BA, MSc

In this booklet, I use the 6 Pillars. I'm taking a borrower's lived experience, often chaotic and difficult emotionally to articulate, and translating it into **six legally court-recognised categories** that courts understand and can act upon.

The Six Pillars System converts everyday language ("they pressured me," "they lost my paperwork," "they misled me," "we'll be homeless") into **clear legal arguments** grounded in evidence, regulatory obligations, and judicial principles and grounded in evidence, regulatory obligations, and judicial principles.

The purpose of the Six Pillars is to:

- **organise your entire case into a format judges recognise**,
- **anchor every point in a legal category**,
- **avoid emotional or unfocused arguments**,
- **force the lender to meet their legal and evidential obligations**,
- **protect your right to be heard**,
- **preserve the record for appeal**,
- **and ensure the court considers fairness, evidence, conduct, and human impact before granting possession.**

You cannot "win with emotion."

You can **win (stop the possession) with structure, law, and disciplined presentation.**

Let's start with pillar number one.

TABLE 1 - LENDER CONDUCT, ABUSE, PRESSURE, BAD FAITH

What Borrowers Say (Ineffective)	Why It Fails	Legal Translation (Effective)	Why It Works
"They abused their power."	Too vague; not a legal category.	Oppressive conduct; inconscionability; equity.	Courts can act on oppressive or unconscionable behavior.
"They pressured me into it."	Pressure alone isn't a defense.	Failure to act honestly, fairly, professionally (GP 2.1).	GP 2.1 is mandatory; breaches affect equity.
"They harassed me."	Emotional language; no legal hook.	Failure to engage reasonably; MARP breaches.	Courts expect reasonable engagement before possession.

“They acted in bad faith.”	Needs specifics.	Breach of CPC General Principles 2.1–2.3.	Judges consider lender conduct when exercising discretion.
“They tricked me.”	Not a legal category.	Misrepresentation; misleading information (CPC 5.1).	Misrepresentation is recognized and undermines credibility.
“They took advantage of me.”	Too emotional.	Unconscionability; suitability breach (CPC 5.3).	Suitability is mandatory; unconscionability is equitable.

TABLE 2 - FRAUD, DECEPTION, DOCUMENT ISSUES, TAMPERING

What Borrowers Say	Why It Fails	Legal Translation	Why It Works
“They committed fraud.”	Requires proof; too broad.	Strict proof of title, records, underwriting, accounting.	Missing or inconsistent documents undermine the case.
“They forged documents.”	Allegation without evidence is ignored.	Challenge authenticity under evidence rules; affidavit defects.	Courts must examine defective or unreliable evidence.
“They altered my statements.”	Needs forensic framing.	CPC 11 record-keeping breaches; accounting inconsistencies.	Record-keeping breaches damage credibility.
“They're lying about the arrangements.”	Emotional accusation.	Strict proof of records; demand full accounting.	Courts require precise records evidence.
“They hid documents.”	Not actionable alone.	Non-disclosure → credibility + strict proof failures.	Non-disclosure weakens lender reliability.

TABLE 3 - MISREPRESENTATION, RISK, SUITABILITY, PREDATORY LENDING

What Borrowers Say	Why It Fails	Legal Translation	Why It Works
“They mis-sold the mortgage.”	Mis-selling isn't a legal category.	Misrepresentation; failure to warn of repayment shock (CPC 4.1–4.5).	Risk disclosure is mandatory.
“They lied about the interest rate.”	Needs legal framing.	Misleading information (CPC 5.1).	CPC 5.1 is strict and enforceable.
“They preyed on me.”	Emotional; not recognised.	Suitability breach (CPC 5.3).	Suitability is a mandatory obligation.
“They knew I couldn't afford it.”	Courts say borrower signed.	Affordability breach (CPC 5.14); failure to verify income (CPC 5.1).	Mandatory rules; breaches undermined lender credibility.
“They pushed me into it.”	Pressure alone isn't a defense.	Failure to act honestly, fairly, professionally (GP 2.1).	GP 2.1 is enforceable.
“It was predatory lending.”	Not a legal concept in Ireland.	Suitability + affordability + risk disclosure breaches.	Regulator breaches carry legal weight.

TABLE 4 - NEGLIGENCE, RECKLESS LENDING, FAILURE TO ASSESS

What Borrowers Say	Why It Fails	Legal Translation	Why It Works
“It was negligent lending.”	Negligent lending isn't a defense.	Failure to assess repayment capacity (CPC 5.14).	Mandatory rule; breach affects equity.
“It was reckless lending.”	Not recognized as a standalone defense.	Suitability breach (CPC 5.3).	Suitability is enforceable.
“They didn't check anything.”	Needs specifics.	Failure to verify income (CPC 5.1).	Undermines lender credibility.
“They approved me when they shouldn't have.”	Courts say borrower signed.	Affordability + suitability breaches.	Regulatory breaches matter.

TABLE 5 - ARREARS TRADING, MARP FAILURES, OBSTRUCTION

What Borrowers Say	Why It Fails	Legal Translation	Why It Works
"They caused the arrests."	Emotional truth; not legal.	The lender contributed to arrangements by refusing restructuring.	Courts consider lender contribution.
"They ignored my letters."	Not enough on its own.	MARP breaches; failure to engage reasonably.	Courts expect reasonable engagement.
"They lost my paperwork."	Needs framing.	Administrative failure → contribution to arrears.	Administrative failures matter.
"They set me up to fail."	Too emotional.	Unreasonable refusals; failure to mitigate.	Courts expect lenders to mitigate loss.

TABLE 6 - HUMAN IMPACT, PROPORTIONALITY, EXTREME REMEDY

What Borrowers Say	Why It Fails	Legal Translation	Why It Works
"I'll lose my home."	Emotional; not actionable.	Possession is extreme; proportionality must be weighed.	Courts must consider proportionality.
"My kids will be homeless."	Emotional appeal.	Article 8 ECHR; family impact.	Human rights obligations apply.
"We have nowhere to go."	Not a defense alone.	Proportionality + alternative remedies.	Courts must consider alternatives.

PILLAR 1 - EQUITY & LENDER CONDUCT

“First, on **equity** :
Possession is discretionary.

I am asking the court to consider the lender's conduct, including issues of pressure, unfair treatment, unreasonable behaviour, and failure to act honestly, fairly, and professionally under the Consumer Protection Code General Principles 2.1 to 2.3.”

(This translates to abuse, pressure, harassment, bad faith, trickery, etc.)

PILLAR 2 - STRICT PROOF (FORENSIC DOCUMENTS)

“Second, **strict proof** :
I am asking for strict proof of title, assignment, arrears, underwriting, accounting, and service.

There are inconsistencies and missing documents that need to be addressed before the court can rely on the lender's evidence.”

(This translates to fraud, forgery, altered statements, hidden documents, lies about arrears.)

PILLAR 3 - CREDIBILITY & REGULATORY BREACHES

“Third, **credibility** :
There are breaches of the Consumer Protection Code, including issues with accuracy, suitability, affordability, and disclosure.

These breaches undermine the reliability of the lender's evidence.”

(This translates deception, misleading information, lies, concealment, and rule-breaking.)

PILLAR 4 — CONTRIBUTION TO ARREARS (LENDER-CAUSED HARM)

“Fourth, **contribution to arrears** :
The lender's actions — including refusal to engage, delays, lost paperwork, and mishandling of MARP — contributed to the arrears.

This is relevant to equity and to the court's discretion.”

(This translates obstruction, injury, administrative abuse, willingness to help, worsening arrears.)

PILLAR 5 - MISREPRESENTATION, RISK & SUITABILITY

“Fifth, **misrepresentation and suitability** :

The lender failed to warn about repayment shock, long-term affordability, and the risks associated with the loan.

There were issues with suitability, affordability assessment, and income verification under CPC 4.1–4.5, 5.1, 5.3, and 5.14."

(This translates to mis-selling, predatory lending, negligent lending, reckless lending, and pressure selling.)

PILLAR 6 - PROPORTIONALITY & HUMAN IMPACT

"Sixth, **proportionality** :
Possession is the most extreme remedy.

I am asking the court to consider proportionality, the impact on my family, and whether alternative remedies are available."

(This translates homelessness, devastation, family impact, and human consequences.)

THE EXPANDED SIX PILLARS (FULL FORENSIC VERSION)

Every borrower's argument — translated into legally recognized categories

Below is the **new, expanded, upgraded** version of the Six Pillars.

This is the version that captures *all* the real-world language people use.

🧱 PILLAR 1 - EQUITY & LENDER CONDUCT

What borrowers say:

- “The bank acted unfairly.”
- “They abused their power.”
- “They acted in bad faith.”
- “They pressured me.”
- “They harassed me.”
- “They tricked me.”
- “They took advantage of me.”

Translation:

Possession is discretionary. The court must consider the lender's conduct.

Legal hooks:

- Equity
- Unconscionability
- Oppressive conduct
- General Principles 2.1–2.3 (honesty, fairness, professionalism)
- Duty to act in good faith

📜 PILLAR 2 — STRICT PROOF (THE FORENSIC PILLAR)

What borrowers say:

- “They're a vulture fund.”
- “They forged documents.”
- “They altered my statements.”
- “They can't prove anything.”
- “They're lying about the arrangements.”
- “They never showed me the assignment.”

Translation:

Strict proof of title, assignment, arrears, underwriting, accounting, and service.

Legal hooks:

- Evidence Act
- CPC 11 (record keeping)
- Assignment law
- Hearsay rules
- Affidavit defects
- Missing underwriting files
- Missing statements
- Missing assignment deeds

This is where **fraud**, **forgery**, **tampering**, and **document manipulation** get translated into something a judge can act on.

🧩 PILLAR 3 - CREDIBILITY & REGULATORY BREACHES

What borrowers say:

- “They lied.”
- “They deceived me.”
- “They hid information.”
- “They misled me.”
- “They broke the rules.”
- “They didn't tell the truth.”

Translation:

Regulatory breaches undermine the reliability of the bank's evidence.

Legal hooks:

- CPC 5.1 (information must be clear, accurate, not misleading)
- CPC 5.3 (suitability)
- CPC 5.14 (affordability)
- CPC 4.1–4.5 (risk warnings)
- MARP failures
- Inconsistent affidavits
- Contradictory statements

This is where **misrepresentation**, **deception**, **dishonesty**, and **false statements** get translated into credibility attacks.

⚠️ PILLAR 4 — CONTRIBUTION TO ARREARS (LENDER-CAUSED HARM)

What borrowers say:

- “They caused the arrests.”
- “They refused to help me.”
- “They ignored my letters.”
- “They made it worse.”
- “They wouldn't restructure.”
- “They set me up to fail.”

Translation:

The lender contributed to the arrangements through refusal, delay, mishandling, or obstruction.

Legal hooks:

- MARP obligations
- Duty to mitigate
- Duty to engage
- Duty to consider reasonable proposals
- Failure to offer sustainable solutions
- Administrative delay
- Lost paperwork
- Unreasonable refusals

This is where **denial**, **abuse**, **obstruction**, and **bad faith handling** get translated into equity.

💣 PILLAR 5 - MISREPRESENTATION, RISK & SUITABILITY

What borrowers say:

- “They mis-sold it.”
- “They tricked me into it.”
- “They didn't explain the risks.”
- “They told me it was safe.”
- “They said I'd be fine.”
- “They hid the real cost.”
- “They pushed me into it.”
- “They preyed on me.”

Translation:

The lender failed to warn about repayment shock, long-term affordability, or suitability.

Legal hooks:

- CPC 4.1–4.5 (risk warnings)
- CPC 5.3 (suitability)
- CPC 5.14 (affordability)
- Misrepresentation doctrine
- Duty to disclose material risks
- Failure to verify income
- Failure to assess repayment capacity

This is where **predatory lending**, **negligent lending**, **reckless lending**, **abusive lending**, and **pressure selling** get translated into regulatory breaches.

⚖️ PILLAR 6 - PROPORTIONALITY & HUMAN IMPACT

What borrowers say:

- “I'll lose my home.”
- “My kids will be homeless.”
- “This will destroy us.”
- “We have nowhere to go.”
- “It's too extreme.”

Translation:

Possession is the most extreme remedy. The court must weigh proportionality and impact.

Legal hooks:

- ECHR Article 8
- Irish proportionality jurisprudence
- Equity
- Reasonableness
- Alternative remedies

This is where **harm**, **impact**, **family rights**, and **human consequences** become legally relevant.

🔥 **WHAT YOU NOW HAVE**

You now have the **Expanded Six Pillars**, capable of absorbing:

- fraud
- misrepresentation
- deception
- predatory lending
- negligent lending
- reckless lending
- abuse of power
- pressure selling
- concealment
- manipulation
- bad faith
- unfair treatment
- procedural abuse
- administrative obstruction
- document tampering
- credibility issues
- proportionality arguments

WRITTEN SUBMISSION — STRICT FORM WITH EXHIBIT REFERENCES

1. INTRODUCTION
I am a lay litigant. My position is presented under six headings:
Equity, Strict Proof, Credibility, Contribution to Arrears,
Misrepresentation & Suitability, and Proportionality.

2. EQUITY (Exhibits E1–E3)
Possession is discretionary. Lender conduct and compliance with CPC General Principles are relevant. Exhibits E1–E3 show delays, inconsistent communication, and failures to engage.

3. STRICT PROOF (Exhibits S1–S5)
Strict proof required of:
- title (S1)
- assignment (S2)
- arrears calculation (S3)
- underwriting (S4)
- accounting (S5)
There are gaps and inconsistencies requiring clarification before reliance can be placed on the evidence.

4. CREDIBILITY (Exhibits C1–C4)
There are CPC breaches (including 5.1, 5.3, 5.14, and risk-warning obligations) and inconsistencies within the lender's documentation. Exhibits C1–C4 demonstrate these issues.

5. CONTRIBUTION TO ARREARS (Exhibits A1–A3)
The lender contributed to arrears through delay, refusal to engage, administrative errors, and failures under MARP. Exhibits A1–A3 show these contributions.

6. MISREPRESENTATION & SUITABILITY (Exhibits M1–M2)
There were failures to warn about repayment shock, affordability, and suitability. Income verification and affordability assessment were inadequate. Exhibits M1–M2 relate to these issues.

7. PROPORTIONALITY (Exhibits P1–P2)
Possession is an extreme remedy. The Court must consider proportionality, including family impact, medical needs, and the availability of alternatives.
Exhibits P1–P2 set out the relevant circumstances.

8. RELIEF SOUGHT
I respectfully seek:
(a) time to obtain and review documents,
(b) consideration of alternatives to possession,

(c) or any order the Court considers appropriate.

Signed: ____________________
Date: _____________________

WRITTEN SUBMISSION — STRICT DEFECTIVE-CONTRACT VERSION

1. INTRODUCTION
I am a lay litigant. My position is presented under six headings:
Equity, Strict Proof, Credibility, Contribution to Arrears,
Misrepresentation & Suitability, and Proportionality.

2. STRICT PROOF — CONTRACT DEFECTS
Strict proof is required of the mortgage contract, loan agreement, and related documentation. There are defects and inconsistencies, including:
(a) missing or unclear terms,
(b) discrepancies between the loan offer and the mortgage deed,
(c) irregularities in signatures or execution,
(d) missing pages or incomplete documents,
(e) contradictions between the contract and the lender's statements.
These issues must be resolved before reliance can be placed on the contract.

3. FORMATION OF THE AGREEMENT
Strict proof is required that:
(a) the contract was properly executed,
(b) the terms were clearly disclosed,
(c) the borrower received all required information,
(d) the lender complied with CPC and consumer protection requirements.
These matters remain outstanding.

4. CREDIBILITY
There are inconsistencies between the contract, the affidavit, and the lender's documentation. There are CPC breaches, including failures to provide clear and timely information. These issues affect evidential reliability.

5. ARREARS & ACCOUNTING
The arrears figure is disputed. A full and accurate accounting has not been provided. Payments appear missing or misapplied. Clarification is required before reliance can be placed on the arrears evidence.

6. CONTRIBUTION TO ARREARS
Lender delays, refusals to engage, administrative errors, and failures under MARP contributed to arrears. These matters are relevant to equity and to the arrears assessment.

7. MISREPRESENTATION & SUITABILITY
There were failures to warn about repayment shock, affordability, and suitability. Income verification and affordability assessment were inadequate.

8. PROPORTIONALITY
Possession is an extreme remedy. The Court must consider proportionality,

including family impact, medical needs, and the availability of alternatives.

9. RELIEF SOUGHT

I respectfully seek:

(a) strict proof of the mortgage contract and loan agreement,
(b) clarification of the defects and inconsistencies,
(c) disclosure of complete and accurate documentation,
(d) time to review any corrected documents,
(e) or any order the Court considers appropriate.

Signed: ____________________
Date: _____________________

CROSS-EXAMINATION PREPARATION SHEET

Short questions. Neutral tone. Designed to reveal defects.

1. TITLE & ASSIGNMENT

- “Can you confirm who currently holds legal title to the loan?”
- “What document proves that?”
- “Is the original assignment available?”
- “Was it executed, stamped, and dated?”
- “Is there a complete chain of title from origin to today?”

2. ARREARS & ACCOUNTING

- “What is the array figure today?”
- “What documents support that figure?”
- “Has a full transaction history been provided?”
- “Are there any missing or unexplained entries?”
- “Have any payments been misapplied or reallocated?”
- “Have charges or interest been capitalized? When?”

3. CPC COMPLIANCE

- “Was CPC 5.1 complied with?”
- “Was CPC 5.3 complied with?”
- “Was CPC 5.14 complied with?”
- “Were risk warnings issued at the correct times?”
- “Is there documentary proof of each step?”

4. MARP & ENGAGEMENT

- “When did the borrower first request engagement?”
- “What was the lender's response?”
- “Were there delays?”
- “Were any letters unanswered?”
- “Was the borrower ever left without a reply?”

5. UNDERWRITING & SUITABILITY

- “Was affordability assessed at origination?”
- “What documents show that assessment?”
- “Was repayment shock explained?”

- "Was the loan suitable based on income at the time?"

6. INCONSISTENCIES

- "Can you explain the difference between Statement A and Statement B?"
- "Why does the affidavit say X while the account history shows Y?"
- "Is there an explanation for the conflicting figures?"

7. DOCUMENT REFUSAL / NON-DISCLOSURE

- "Why were the requested documents not provided?"
- "Are they available today?"
- "If not, when will they be available?"
- "Can the Court rely on incomplete evidence?"

8. FINAL QUESTION

- "In the absence of complete documentation, can you confirm that strict proof has not been met?"

OBJECTION SCRIPT

Use these lines exactly as written. They are courtroom-safe.

1. When the lender relies on missing documents

"Judge, I object under Strict Proof. The document has not been produced, so the evidence cannot be relied upon."

2. When the lender gives an inconsistent explanation

"Judge, I object under Credibility. There is an inconsistency between the statement and the documentation."

3. When the lender misstates records

"Judge, I object under Strict Proof. The arrears figure is disputed and unsupported by a complete accounting."

4. When the lender ignores their own delays

"Judge, I object under Contribution to Arrears. The lender's delays and failures to engage are relevant to the Arrears position."

5. When the lender glosses over misselling or suitability

"Judge, I object under Misrepresentation and Suitability. These issues remain unresolved and require documentation."

6. When the lender pushes for possession without addressing alternatives

"Judge, I object under Proportionality. Possession is an extreme remedy and alternatives must be considered."

QUESTIONS TO ASK THE JUDGE" SHEET

Use any of these when you need clarity or protection.

1. When documents are missing

"Judge, for clarity, is the lender required to provide the missing documents before the Court can rely on the evidence?"

2. When assignment or title is unclear

"Judge, may I ask whether strict proof of assignment and title is required before possession can be considered?"

3. When arrears are disputed

"Judge, may I ask whether the arrears figure must be supported by a full and accurate accounting?"

4. When the affidavit is defective

"Judge, may I ask whether the affidavit needs to be corrected before the Court can rely on it?"

5. When the lender refuses documents

"Judge, may I ask whether the lender is required to provide the documents I have requested?"

6. When the lender's witness is not competent

"Judge, may I ask whether the witness can give evidence without personal knowledge of the account?"

7. When the lender relies on hearsay

"Judge, may I ask whether hearsay evidence can be relied upon without supporting documentation?"

8. When the judge is moving too fast

"Judge, may I ask for a moment to ensure I understand the Court's direction?"

9. When you need an adjournment

“Judge, may I ask whether an adjournment is appropriate so that I can review the outstanding documents?”

10. When proportionality is being ignored

“Judge, may I ask whether proportionality must be considered before possession can be granted?”

WHAT TO SAY WHEN INTERRUPTED" SCRIPT

Use these lines exactly as written. They are courtroom-safe.

1. When the judge interrupts you

"Of course, Judge. May I briefly complete the point under Strict Proof?"

This signals:

- respect
- structure
- that you are not rambling
- that you are speaking within a legal category

Judges respond well to this.

2. When the lender's barrister interrupts you

"I will be very brief. This relates to Strict Proof and is important for clarity."

This:

- re-anchors you
- signals discipline
- prevents the barrister from derailing you

3. When you lose your place

"Thank you, Judge. I am returning to the point under Credibility."

This:

- shows control
- shows structure
- reassures the judge you are not wandering

4. When the judge tries to move on too quickly

"Understood, Judge. May I note one final point under Proportionality?"

This:

- is respectful
- is narrow

- is procedural
- gives you a final foothold

5. When the judge says: "I've read your papers."

"Thank you, Judge. I rely on the written submission under the Six Pillars."

This:

- avoids repeating yourself
- preserves your structure
- protects your record

6. When the judge says: "We don't have time for all that."

"Of course, Judge. My position is under the Six Pillars. I rely on them."

This:

- keeps you safe
- keeps you structured
- avoids confrontation

7. When the judge misunderstands your point

"Thank you, Judge. For clarity, the issue falls under Strict Proof."

This:

- corrects the misunderstanding
- without arguing
- without emotion

8. When the lender misstates something and the judge moves on

"Judge, may I briefly note an objection under Credibility?"

This:

- stops the momentum
- forces the issue back into the record
- keeps you safe

9. When you are cut off mid-sentence

"Understood, Judge. May I complete the sentence for accuracy?"

This:

- is respectful
- is procedural
- protects your meaning

10. When you need to slow the hearing down

“Judge, may I ask for a moment to ensure I understand the Court's direction?”

This:

- is non-confrontational
- buys you time
- resets the pace

Why this script is powerful

It:

- keeps you calm
- keeps you structured
- prevents panic
- prevents rambling
- protects your right to be heard
- protects your record for appeal
- signals professionalism
- avoids confrontation
- keeps the judge on your side

This is one of the most important real-time courtroom tools you can carry.

You can contact me on 0858120101 by WHATSAPP ONLY if you need help to research your defence, research legislation, or any areas of your defence you need help with research and education.

I explicitly state that I am NOT a solicitor, barrister, or officer of the court. I am a legal academic (MSc),a criminologist and forensic psychologist.

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- **I do not conduct litigation.**
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