

**Civil Mag Court: District of George Held at George Case 2578-14:
Correspondence between Lara Johnstone and Frode Moe: 27
October 2016 to Present.**

From: Frode Moe
To: EoP MILED Clerk
Date: Thu, Oct 27, 2016 at 10:06 PM
Subject: Re: Lara Response to Frode Re: GMC 2578-14: Apology or Financial Damages ADR or Court proceedings.

From: Frode Moe <fro.moe@online.no>
Date: Thu, Oct 27, 2016 at 10:06 PM
Subject: Re: Lara Response to Frode Re: GMC 2578-14: Apology or Financial Damages ADR or Court proceedings.
To: EoP MILED Clerk <eop.miled.clerk@gmail.com>

Hello Lara

It is up to you if you will see a psychiatrist as a arbitrator with me and then a lawyer arbitrator afterwards. There are no laws and regulations for what we can agree upon outside court. It is your choice.

Regards

Frode

From: EoP MILED Clerk
Date: Fri, Oct 28, 2016 at 10:43 AM
Subject: From Frode Re: GMC 2578-14: Apology or Financial Damages ADR or Court proceedings.
To: Talitha Moe, "Counsel: Douglas Henney: Millers Inc Director"
Cc: Clive Johnstone <clann@telkomsa.net>, Ann Johnstone, Frode Moe

From: EoP MILED Clerk <eop.miled.clerk@gmail.com>
Date: Fri, Oct 28, 2016 at 10:43 AM
Subject: From Frode Re: GMC 2578-14: Apology or Financial Damages ADR or Court proceedings.
To: Talitha Moe <lee.moe@telkomsa.net>, "Counsel: Douglas Henney: Millers Inc Director" <Douglas@phinc.co.za>
Cc: Clive Johnstone <clann@telkomsa.net>, Ann Johnstone <annscg@telkomsa.net>, Frode Moe <fro.moe@online.no>

TO: Talitha Moe (lee.moe@telkomsa.net); Counsel: Mr. Fanie Botes and Arno Crous via Douglas Henney: Millers Inc Director (Douglas@phinc.co.za)
TO: Clive Johnstone (clann@telkomsa.net); Ann Johnstone (annscg@telkomsa.net)
CC: Frode Moe (fro.moe@online.no)

Transparency copy of correspondence received from Frode Moe on 27 October 2016.

I shall provide my response to Frode's email in the next email.

Lara

From: Frode Moe <fro.moe@online.no>
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Date: Fri, Oct 28, 2016 at 11:58 AM
Subject: Lara Response to Frode Re: GMC 2578-14: Apology or Financial Damages ADR or Court proceedings.
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Lara Response to Frode Re: GMC 2578-14: Apology or Financial Damages ADR or Court proceedings.

Contract law: lawful and unlawful:

Explained simply some of the principles of a lawful contract are: 1. Agreement; 2. Consideration; 3. Intention; 4. Capacity; 5. Genuine Consent; 6. Legality.

1. Agreement

There must be an offer and an acceptance with a definite verbal or written agreement between the parties. In simple terms, one party must make a clear offer, and the other party must accept it.

2. Consideration

Except in very limited circumstances there can be no contract or agreement without consideration. Consideration is the exchange of promises by the parties to the contract or agreement. It can be the payment of money, the delivery of equipment, the promise to do or perform a service or work, the promise not to take an action or not to take or enforce a right.

3. Intention

Each person, on entering a contract, must intend to be bound by it. For a person to be bound to a contract, he must seriously intend to create legal obligations and have intended the agreement to have legal consequences.

4. Capacity

Both parties in a contract must have the necessary mental capacity to understand what they are doing. Under common law anyone has the right to enter into a contract but the following groups of people are considered likely to lack the necessary capacity to a certain extent: (i) young people (persons under the age of eighteen); (ii) people who have a mental impairment (including an intellectual disability); and (iii) people under the influence of drugs or alcohol. For a person to avoid a contract on the ground of their incapacity, they must also show that they lacked capacity to enter into a contract and that the other party knew or ought to have known their incapacity. (iii) A contract is voidable at the option of a party who, as a result of mental disorder or intoxication, is unable to understand the nature of the contract being made – provided that the other party knew, or ought to have known, of that person's disability. The party seeking to withdraw from the contract has the onus of proving both these requirements – that is that they were suffering from such a disability and that the other party was – or ought to have been – aware of it.

5. Genuine consent

Both parties agree to the contract of their own free will; A party's genuine consent is an essential element of a legally binding contract.

Genuine consent to enter into a contract can be affected by a number of issues. For example, during the contractual negotiations, there may have been:

Undue influence.

Undue influence exists where there is an inequality of power between the contracting parties which results in the weaker party entering into a contract with the dominant party. Where the weaker party cannot be said to have entered into the contract voluntarily because of the influence of the dominant party, the influence is said to be 'undue' and the court may set the contract aside.

Mistake

Where a mistake has occurred which shows that the parties have agreed to different things, or where there are such different beliefs that the contract was never properly understood, the contract may be declared void. Mistake is a complex area of contract law and one where judges have traditionally been pretty unsympathetic to someone who argues that he or she has made a terrible mistake. As a general rule, being mistaken about some aspect of a contract will not provide a party with a right to escape contractual obligations – even if that mistake is fundamental.

Misrepresentation

Misrepresentation is the giving of false information by one party to the other before the contract is made, which induces them to make the contract. If you make a contract in reliance on a misrepresentation and suffer loss as a result, you can cancel the contract or claim damages.

Duress:

Duress is defined as 'actual or threatened violence to an individual to obtain a contractual promise'. If it is established that consent is obtained through duress then the weaker party may choose to avoid the agreement.

Unconscionable conduct

Unconscionable conduct also deals with transactions between dominant and weaker parties; it therefore overlaps with duress and undue influence.

Each of these factors or events may mean that consent was not fully informed and freely given by one of the parties and that party may therefore be able to avoid their contractual obligations.

6. Legality

A contract may be illegal because its subject matter is prohibited by statute or because it infringes a rule of public policy. A contract containing illegal acts, promises or objects would violate this condition.

Summary Simple English: Consenting Agreements: Lawful and Unlawful

Consenting agreements made outside of court, by any one or more parties; are lawful; if the actions the individuals agreed upon; were (a) lawful; and (b) based upon fully informed plain language consent of all parties.

Consenting agreements made outside of court, by any one or two parties; are unlawful; if the actions the individuals agreed upon; were (a) unlawful; and/or (b) based upon one or more parties lack of fully informed consent.

Fully Informed Consent Statutory Law:

The National Health Act of 2003 (NHA) sets out the sequence of steps to be taken when obtaining informed consent, integrated with the Consumer Protection Act of 2008 (CPA); and plain language. Plain language statutory law is available in: The Short-term Insurance Act, 53 of 1998; The Long-term Insurance Act, 52 of 1998; The Companies Act, 71 of 2008.

Plain language:

The South African National Credit Act, 34 of 2005, which regulates that “information to consumers must be in plain and understandable language”. The South African Consumer Protection Act, 68 of 2008, not only regulates the use of plain language, but also define the concept for a South African context.

In South Africa, several Acts of government regulate the use of plain language in consumer communication: The Short-term Insurance Act, 53 of 1998; The Long-term Insurance Act, 52 of 1998; The Companies Act, 71 of 2008; and The South African National Credit Act, 34 of 2005, regulates that “information to consumers must be in plain and understandable language”. The South African Consumer Protection Act, 68 of 2008, not only regulates the use of plain language, but also define the concept for a South African context: "Right to information in plain and understandable language:

(1) The producer of a notice, document or visual representation that is required, in terms of this Act or any other law, to be produced, provided or displayed to a consumer must produce, provide or display that notice, document or visual representation — ..[.]. in plain language ..[.].

(2) For the purposes of this Act, a notice, document or visual representation is in plain language if it is reasonable to conclude that an ordinary consumer of the class of persons for whom the notice, document or visual representation is intended, with average literacy skills and minimal experience as a consumer of the relevant goods or services, could be expected to

understand the content, significance, and import of the notice, document or visual representation without undue effort. ..[.].

In *The Plain Language Movement and Legal Reform in the South African Law of Contract*, Esti Louw answers the question: What is Plain Language as follows:

The term 'plain language' is not a difficult one to grasp, since it conveys exactly what it stands for and what the plain language movement seeks to implement. As regards plain language in the legal sphere, one should first look at what traditional legal language looks like and to what extent it differs from the plain language standards that are now trying to make their way into legal language use. This is especially true for its application in the realm of the law of contract, and, in particular, in commercial contracts.

There are many excellent definitions of 'plain language'. One good definition was given by Cutts. He defines 'plain English' as 'The writing and setting out of essential information in a way that gives a co-operative, motivated person a good chance of understanding the document at first reading, and in the same sense that the writer meant it to be understood.' Eagleson agrees with Garner that plain English is clear, straightforward expression... that avoids obscurity, inflated vocabulary and convoluted sentence construction. Writers who write in 'plain language' allow their audience to focus on the message instead of being distracted by complicated language. They ensure that their audience understands the message easily.

The above definitions are persuasive, and allow one to propose that 'plain language' is simply a way of writing so that the person for whom it is intended can understand it with ease. When a legal document is drafted in clear and understandable language, it improves communication, assists with the more effective sharing of information and generally has the effect that all relevant parties are informed of their respective roles.

Negligent and/or Malicious Violations of Informed Consent:

Subjectively conscious negligent and/or malicious violations of informed consenting agreements can result in criminal prosecution of fraud.

Is Frode subjectively conscious of the extensive evidence indicating that Psychiatry is not based on science; and is practicing Fraud?:

If you secretly know, but publicly pretend you don't know that a particular plumber is defrauding his clients; by installing old rusty pipes that will burst; while charging his clients for new steel pipes; and you market that plumber to friends and family; are you engaged in honest sincere fully informed consenting marketing to help your friends solve their plumbing problem; or are you engaged in negligent and/or malicious fraud?

Have you read any of the information; or watched any of the documentaries; I have previously informed you of; documenting psychologists and psychiatrists providing evidence that mainstream psychiatry and psychology are involved in fraudulent practices?

Evidentiary Information re: Fraud of Psychiatry:

Here follow some quotes from psychiatrists, psychologists and neurologists books and documentaries where they alleged – as experts – that psychiatry and psychology is engaged in fraudulent practices.

“There is no such thing as mental illness. Psychiatric diagnosis of “mental disorders” is just a way of stigmatising behaviour that society does not want to live with. Psychiatry thrives on coercion and is replacing religion as a form of social control.” - Dr. Thomas Szasz

“Biological psychology/psychiatry is a total perversion of medicine and science, and a fraud.” - Neurologist Fred Baughman, *The ADHD Fraud: How Psychiatry Makes "Patients" of Normal Children*.

“Going to a psychiatrist has become one of the most dangerous things a person can do.” - Peter Breggin, MD; *Toxic Psychiatry*.

“There is no such thing as a mental disorder. A mental disorder is whatever someone says it is, and if the person saying "This is a mental disorder", has enough power and influence, then people believe 'Oh, that is a mental disorder'.” - Dr. Paula Caplan, Harvard

“The entire enterprise of defining mental disorder is pointless, at least in so far as the goal is to allow us to recognize “genuine” or “true” disorders” - Dr. Mary Boyle, *Schizophrenia: A Scientific Delusion?*

“DSM is a book of tentatively assembled agreements. Agreements don't always make sense, nor do they always reflect reality. You can have agreements among experts without validity. Even if you could find four people who agreed that the earth is flat, that the moon is made of green cheese, that smoking cigarettes poses no health risks, or that politicians are never corrupt, such agreements do not establish truth.” – Herb Kutchins and Stuart Kirk: *Making us Crazy: DSM: The Psychiatric Bible and the Creation of Mental Disorders*

“To admit the central role of value judgments and cultural norms [in the creation of the DSM] is to give the whole game away. The DSM has to be seen as reliable and valid, or the whole enterprise of medical psychiatry collapses.” – Lucy Johnstone, *The Users and Abusers of Psychiatry*

“[Alleged Mental Disorders] are based on a grab-bag of checklists for disorders that are published in a book called the DSM; which is the Diagnostic and Statistical Manual of Mental Disorders. There are no statistics in this book, by the way. That just makes it sound more scientific.” -- Dr Margaret Hagen, Professor of Psychology, Boston University, *Whores of the Court: The Fraud of Psychiatric Testimony and the Rape of American Justice*.

Books documenting the Fraud of ‘Medical’ Psychiatry:

- Whores of the Court: The Fraud of Psychiatric Testimony and the Rape of American Justice, Margaret A. Hagen, Ph.D
- The Second Sin, Thomas Szasz
- Coercion as Cure: A Critical History of Psychiatry, Thomas Szasz
- Insanity: The Idea and its Consequences, Thomas Szasz
- Law, Liberty and Psychiatry, Thomas Szasz

- A Lexicon of Lunacy: Metaphoric Malady, Moral Responsibility and Psychiatry, Thomas Szasz
- Liberation by Oppression: A Comparative Study of Slavery and Psychiatry, Thomas Szasz
- The Age of Madness: The history of Involuntary Mental Hospitalization, Thomas Szasz
- The Manufacture of Madness: A Comparative Study of the Inquisition and the Mental Health Movement, Thomas Szasz
- The Myth of Mental Illness: Foundations of a Theory of Personal Conduct, Thomas Szasz
- The Myth of Psychotherapy, Thomas Szasz
- Psychiatry: The Science of Lies, Thomas Szasz
- The Therapeutic State: Psychiatry in the Mirror of Current Events, Thomas Szasz
- The ADHD Fraud: How Psychiatry Makes "Patients" of Normal Children, Fred A. Bauchmann, Jr, MD
- Toxic Psychiatry, Peter Breggin, MD
- They Say You're Crazy: How the Worlds Most Powerful Psychiatrists Decide Who's Normal, Paula J. Caplan Ph.D
- Schizophrenia: A Scientific Delusion, Mary Boyle
- Making us Crazy: DSM: The Psychiatric Bible and the Creation of Mental Disorders, Herb Kutchins & Stuart A Kirk
- Users and Abusers of Psychiatry: A Critical Look at Traditional Psychiatric Practice, Lucy Johnstone

Documentaries:

Short:

- Dr Jeffrey Schaler: Psychologist and Professor at American University; speech upon receipt of the 2006 Thomas Szasz Award - [Psychiatry is a Fraud](#).
- Dr. John Breeding; Psychologist short clarification discussion about [Political Psychiatry, Social Control and Big Pharma](#).
- Dr. Paula Caplan: [Losing Labels to Find Ourselves, What is wrong with psychiatric diagnosis?](#).

Long:

- Prof Mary Boyle: [Is psychology fearful of social context?](#)
- CCHR: [The Marketing of Madness: Are we all Insane?](#): “The definitive documentary on psychotropic drugging—this is the story of the high-income partnership between drug companies and psychiatry which has created an \$80 billion profit from the peddling of psychotropic drugs to an unsuspecting public. But appearances are deceiving. How valid are psychiatrist’s diagnoses—and how safe are their drugs? Digging deep beneath the corporate veneer, this three-part documentary exposes the truth behind the slick marketing schemes and scientific deceit that conceal a dangerous and often deadly sales campaign.” Youtube: [Marketing of Madness](#).
- CCHR: [Diagnostics and Statistical Manual: Psychiatry's Deadliest Scam](#): “It’s 943 pages long and lists out 374 mental “disorders.” It is the basis for the listing of mental disorders in the International Classification of Diseases that is used throughout the world. And though it weighs less than five pounds, its influence pervades all aspects of modern society: our governments, our courts, our military, our media and our schools. Using it, psychiatrists can enforce psychiatric drugging, seize your children and even

take away your most precious personal freedoms. It is psychiatry's Diagnostic and Statistical Manual of Mental Disorders, and it is the engine that drives a \$330 billion psychiatric industry. But is there any proof behind the DSM? Or is it nothing more than an elaborate pseudoscientific sham?" – Youtube: [The DSM: Psychiatry's Deadliest Scam](#).

- CCHR: [Psychiatry: An Industry of Death](#): "Through rare historical and contemporary footage and interviews with more than 160 doctors, attorneys, educators, survivors and experts on the mental health industry and its abuses, this riveting documentary blazes the bright light of truth on the brutal pseudoscience and multi-billion dollar fraud that is psychiatry. We think you have the right to know the cold, hard facts about psychiatry, its practitioners and the threat they pose to our children. Governments, insurance companies and private individuals pay billions of dollars each year to psychiatrists in pursuit of cures that psychiatrists admit do not exist. Psychiatry's "therapies" have caused millions of deaths." Youtube: [Psychiatry: An Industry of Death](#).
- CCHR: [The Age of Fear: Psychiatry's Reign of Terror](#): "Filmed in Germany and Austria, The Age of Fear: Psychiatry's Reign of Terror, draws from over 80 interviews of psychiatric experts, historians and survivors. Containing shocking personal testimonies and stark inside footage, the documentary tells the true story of psychiatry's sordid history and current practices, revealing how its reliance on brutality and coercion has not changed since the moment it was born." Youtube: [Age of Fear: Psychiatry's Reign of Terror](#).
- CCHR: [The Hidden Enemy: Inside Psychiatry's Covert Agenda](#): "Today, with militaries of the world awash in psychiatry and psychiatric drugs, 23 soldiers and veterans are committing suicide every day. Psychiatrists say we need more psychiatry. But should we trust them? Or is psychiatry the hidden enemy? Featuring interviews with over 80 soldiers and experts, this penetrating documentary shatters the façade to reveal the real culprits who are destroying our world's militaries from within. The most dangerous enemy is the one you never suspect." Youtube: [Psychiatry in the Military: The Hidden Enemy](#).

Respectfully

Lara Johnstone
Pro Se: GMC 2578-14: Lara Johnstone v Frode Moe