

Cracking the Code Third Edition 98

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# ***Cracking the Code***

***Third Edition***

**Better Book & Cassette of America *Publishers***



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Cracking the Code Third Edition<sup>®</sup>

*Designed by D. Anser*

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**Payment Terms:** In accordance with fees for unauthorized use of Cracking the Code Third Edition® and the copyrighted material contained herein, as set forth above, User hereby consents and agrees that User shall pay Secured Party all unauthorized-use fees in full within ten (10) days of the date User is sent Secured Party's invoice, hereinafter "Invoice," itemizing said fees. **Default Terms:** In event of non-payment in full of all unauthorized-use fees by User within ten (10) days of date Invoice is sent, User shall be deemed in default and: (a) all of User's property and interest in property, pledged as collateral by User and described above in paragraph "(2)," immediately becomes, i.e. is, property of Secured Party; (b) Secured Party is appointed User's Authorized Representative as set forth above in paragraph "(8)"; and (c) User consents and agrees that Secured Party may take possession of, as well as otherwise dispose of in any manner that Secured Party, in Secured Party's sole discretion, deems appropriate, including, but not limited by, sale at auction, at any time following User's default, and without further notice, any and all of User's former property and interest in property, formerly pledged as collateral by User as described above in paragraph "(2)," now property of Secured Party, in respect of this Security Agreement, that Secured Party, again in Secured Party's sole discretion, deems appropriate. **Terms for Curing Default:** Upon event of default, as set forth above under "Default Terms," irrespective of any and all of User's former property and interest in property in the possession of, as well as disposed of by, Secured Party, as authorized above under "Default Terms," User may cure User's default re only the remainder of User's property and interest in property, formerly pledged as collateral as described above in paragraph "(2)," that is neither in the possession of, nor otherwise disposed of by, Secured Party within twenty (20) days of date of User's default only by payment in full. **Terms of Strict Foreclosure:** User's non-payment in full of all unauthorized-use fees itemized in Invoice within said twenty- (20) day period for curing default as set forth above under "Terms for Curing Default" authorizes Secured Party's immediate non-judicial strict foreclosure on any and all remaining property and interest in property, formerly pledged as collateral by User as described above in paragraph "(2)," now property of Secured Party, which is not in the possession of, nor otherwise disposed of by, Secured Party upon expiration of said twenty- (20) day default-curing period. Ownership subject to copyright held by Better Book & Cassette of America, Copyright © 1999, 2000, 2001, 2002. All Rights Reserved.



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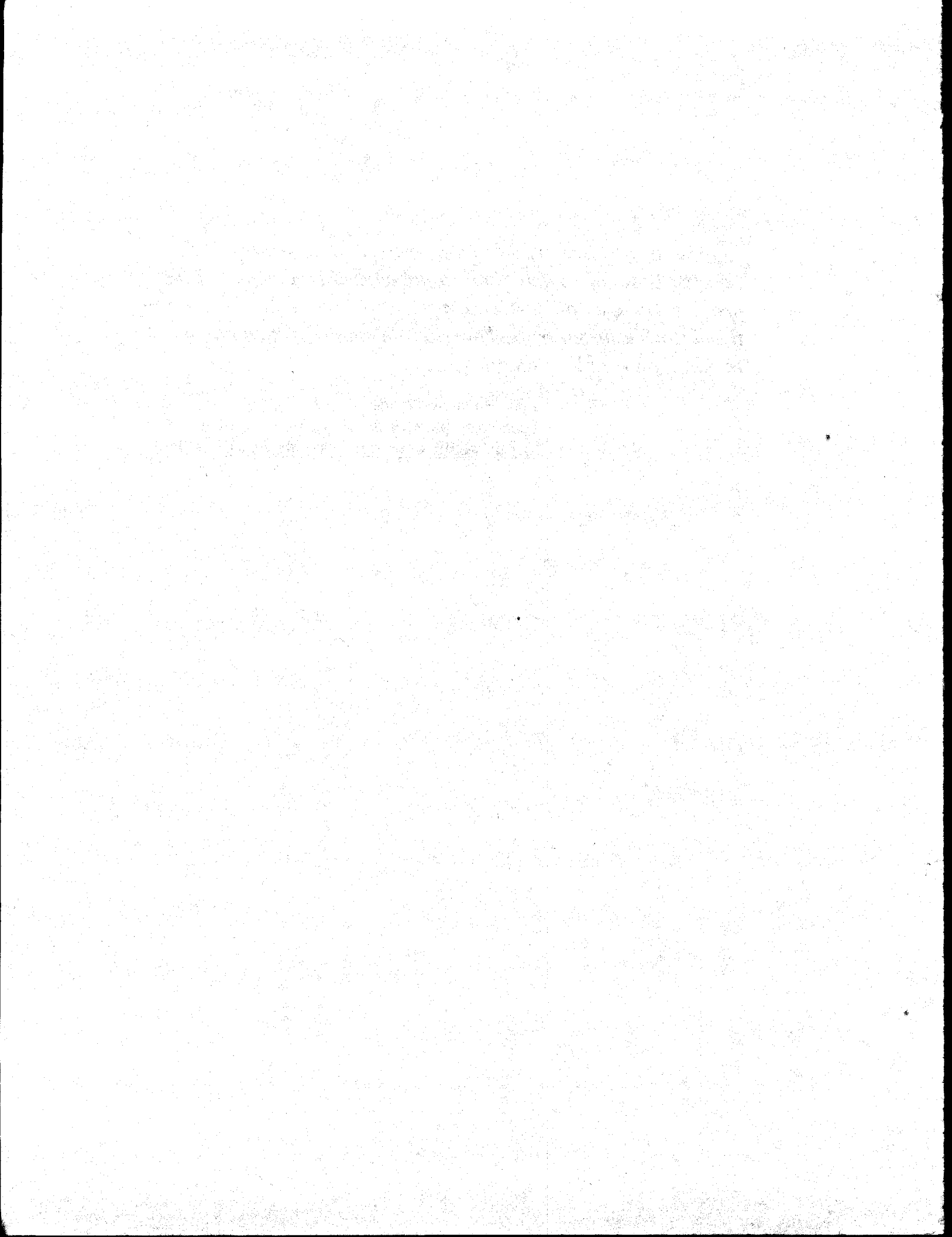
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*“There is no subtler, no surer means of overturning the existing basis of society than to debauch the currency. The process engages all the hidden forces of economic laws on the side of destruction, and does it in a manner which not one in a million is able to diagnose....”*

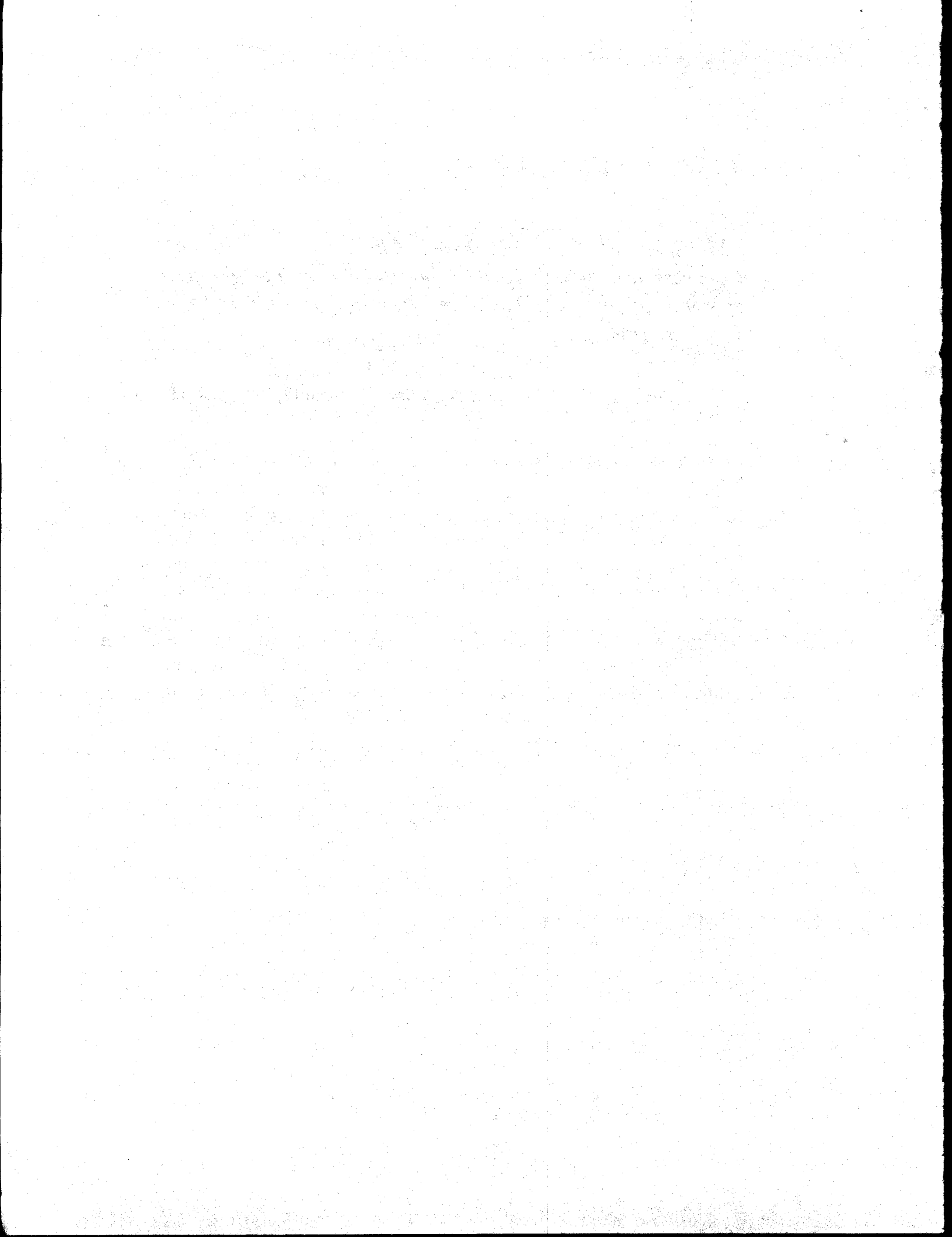
John Maynard Keynes  
Economist, Member of the Order of the Illuminati  
The Economic Consequences of the Peace, 1919





*“Mr. Speaker. We are now here in Chapter 11. Members of Congress are official trustees presiding over the greatest reorganization of any bankrupt entity in world history, the U.S. Government...”*

Congressman James A. Traficant Jr.  
*Congressional Record*, March 17, 1993, Vol. 33





# *On Sovereigns*

*“We of this mighty western Republic have to grapple with the dangers that spring from popular self-government tried on a scale incomparably vaster than ever before in the history of mankind, and from an abounding material prosperity greater also than anything which the world has hitherto seen.*

*“As regards the first set of dangers, it behooves us to remember that men can never escape being governed. Either they must govern themselves or they must submit to being governed by others. If from lawlessness or fickleness, from folly or self-indulgence, they refuse to govern themselves then most assuredly in the end they will have to be governed from the outside. They can prevent the need of government from without only by showing they possess the power of government from within. A sovereign cannot make excuses for his failures; a sovereign must accept the responsibility for the exercise of power that inheres in him; and where, as is true in our Republic, the people are sovereign, then the people must show a sober understanding and a sane and steadfast purpose if they are to preserve that orderly liberty upon which as a foundation every republic must rest.”*

President Theodore Roosevelt  
Opening of the Jamestown Exposition  
Norfolk, Virginia, April 26, 1907

*“Sovereignty itself is, of course, not subject to law, for it is the author and source of law...”*

Yick Wo v. Hopkins  
118 U.S. 356; 6 S.Ct. 1064 (1886)  
May 10, 1886

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# *Absolute Rights*

*“As regards right to interfere with contractual obligations of another, ‘absolute rights’ which individual may exercise without reference to motive are rights incident to ownership of property, rights growing out of contractual relations, and right to enter or refuse to enter contractual relations.*

*“By the ‘absolute rights’ of individuals is meant those which are in their primary and strictest sense, such as would belong to their persons merely in a state of nature, and which every man is entitled to enjoy, whether out of society or in it. The rights of personal security, of personal liberty, and private property do not depend upon the Constitution for their existence. They existed before the Constitution was made, or the government was organized. These are what are termed the ‘absolute rights’ of individuals, which belong to them independently of all government, and which all governments which derive their power from the consent of the governed were instituted to protect.”*

Words and Phrases, Volume 1, 1968  
West Publishing Company



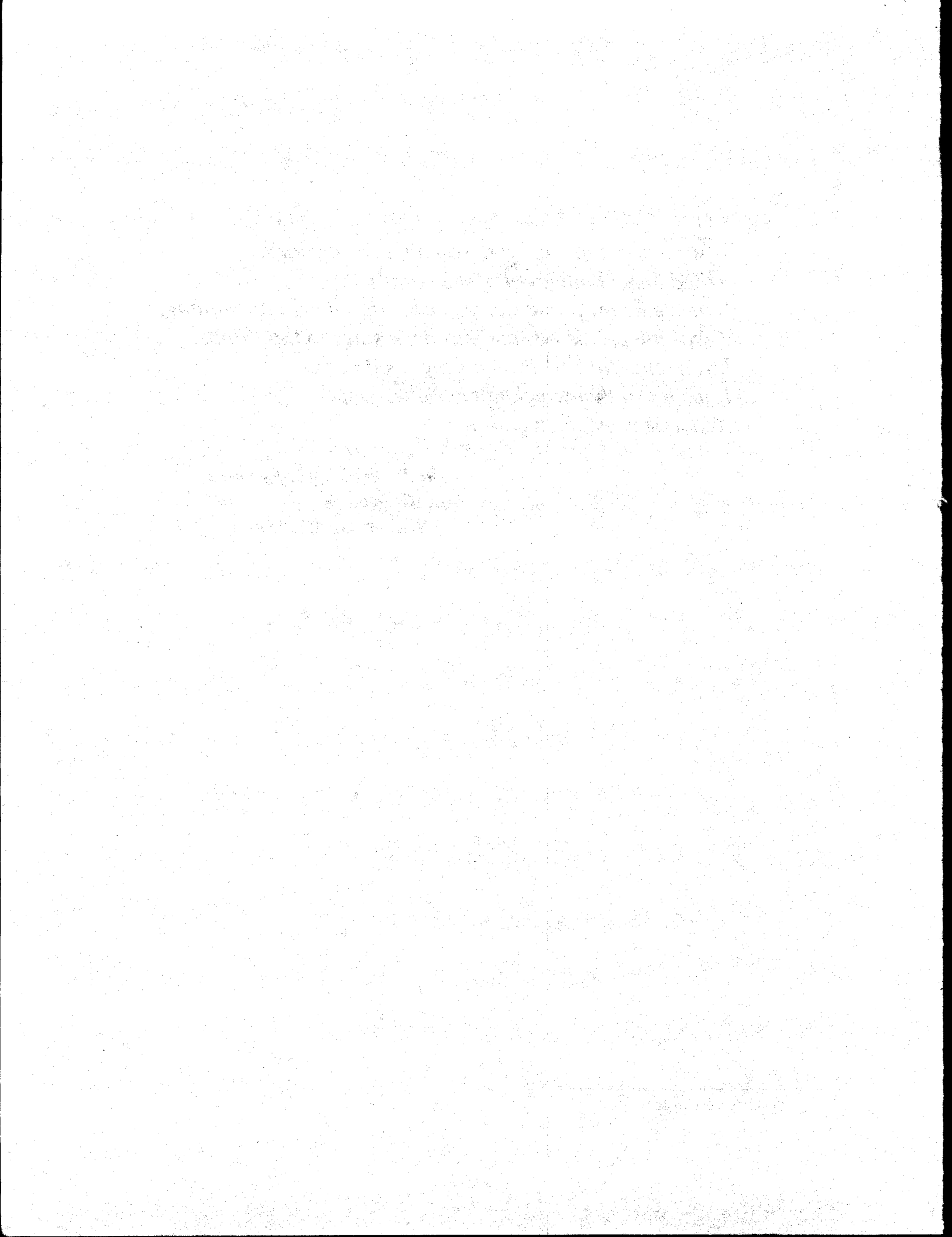


*“Good name in man and woman, dear my lord,  
Is the immediate jewel of their souls:  
Who steals my purse steals trash; ‘tis something, nothing;  
‘T was mine, ‘t is his, and has been slave to thousands;  
But he that filches<sup>1</sup> from me my good name  
Robs me of that which not enriches him,  
And makes me poor indeed.”*

*Othello, the Moor of Venice*  
Act III, Scene 3  
By William Shakespeare

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<sup>1</sup> Filch: To steal; to pilfer.



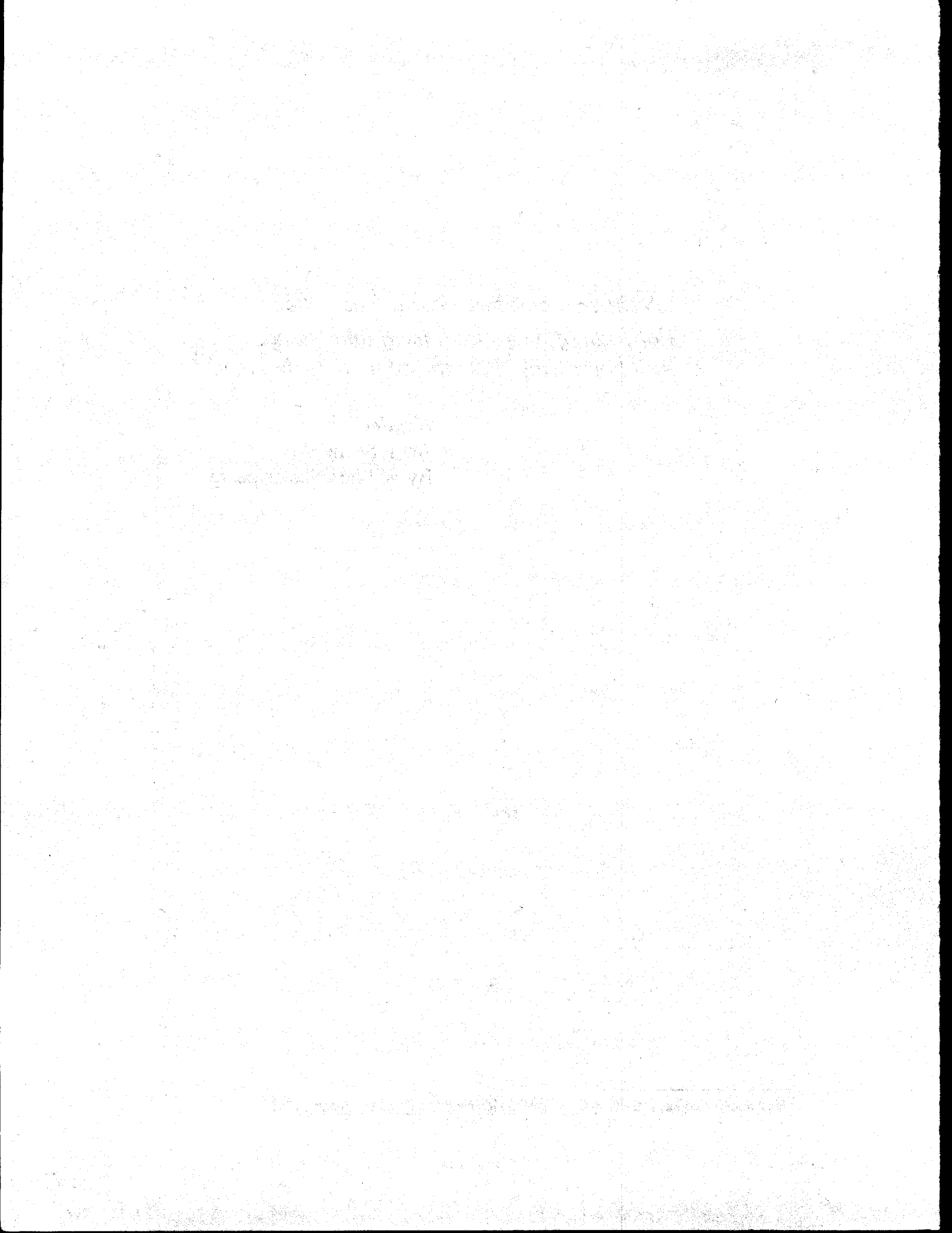


*“Neither a borrower nor a lender be:  
For loan oft loses both itself and friend,  
And borrowing dulls the edge of husbandry.”<sup>1</sup>*

***Hamlet***  
Act I, Scene 3  
By William Shakespeare

---

<sup>1</sup> Husbandry: Economy; thrift. Shakespeare Lexicon and Quotation Dictionary, 1902.



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<sup>1</sup> CFR: Code of Federal Regulations



# Preface

This book has been written for the purpose of showing anyone how to successfully withstand and nullify unsolicited demands for payment/performance from attorneys, banks, judges, clerks of court, police, taxmen, and government agents (and anyone else who would casually and unjustly damage one's life) and cease being muscled into "doing business" with such parties against his will. Any who proceed against the *Redemptor*<sup>1</sup> after having been noticed are vulnerable for both immediate and long-term grievous and catastrophic personal financial/commercial ruin, thereby providing adequate motivation to look elsewhere for a more compliant "customer." As abundantly documented herein, the judicial system may be accurately defined as "a private, invitation-only, cultic, British-owned and -operated, commercial extortion racket," with only an *apparent* monopoly over the transference of wealth and control of personal freedom in this country. The prescriptions contained within the pages of this manual can set you free of this menace.

In America—as in any communist country<sup>2</sup>—Big Brother's *modus operandi* consists of bringing down the full might of the government upon any unlucky "citizen" that crosses paths with its divine agenda (absolute ownership and control of all property and people). Few, if any, can withstand such an assault. Operating in limited liability with official immunity, Big Brother's operatives wreak holy hell on a daily basis against any they choose, but continually walk away from the carnage unscathed.<sup>3</sup> For those who follow the precepts as presented in this manual, such days are numbered, if not over. The procedures appearing in this volume, if scrupulously followed, can render any legal attacker immediately liable and fully personally accountable for his/her actions should he/she proceed—the right medicine for anyone suffering from a case of the "More Equal<sup>4</sup> Than Thou Syndrome"—and the best reason to halt all proceedings.

Cracking the Code Third Edition<sup>®</sup> offers a new plateau of stability and is orders of magnitude beyond the first two editions. This process is tried and true and cannot be defeated if followed without alteration. The non-judicial Uniform Commercial Code has been *cracked* and is now utterly accessible for any who would examine the contents of this manual. As you will discover, the assurances made in the preceding paragraphs are not hollow chatter: this text can set you free.

The treatises, essays, and historical material contained in this book are all on solid legal ground. It is not a matter of if we are on the right trail or not; it is rather a matter of how well we read the trail markings we encounter—because the remedies described in this manual are working like crazy north, east, south and west, and the successes contained herein will

<sup>1</sup> *Redemptor*: Latin. One who buys back, reclaims (one who has reclaimed legal title over his life and property).

<sup>2</sup> All 10 planks of the Communist Manifesto are firmly entrenched in daily American life, deeply implanted in America's psyche, and thoroughly dispersed in an ocean of code, *i.e.* "law."

<sup>3</sup> As well as innumerable, eminently qualified judges, a prime example of this phenomenon is the former California Insurance Commissioner, Chuck Quackenbush. In addition to padding his own political career, and likely lining his own pockets and the pockets of his cohorts, this man was personally accountable for the ruination of the lives of thousands (*if not tens of thousands*) of California families whose homes were damaged/destroyed in the 1994 Northridge Earthquake, by officially letting insurance companies off the hook—to the tune of billions of dollars. Chuck Quackenbush has quietly slipped into obscurity without so much as a slap on the wrist.

<sup>4</sup> In *Animal Farm*, the brilliant little allegory of communism by George Orwell, the original, sacred "Seven Commandments" were continually altered/deleted for favoring the pigs (the leaders) until, in the end, there was only one commandment left: "ALL ANIMALS ARE EQUAL, BUT SOME ANIMALS ARE MORE EQUAL THAN OTHERS."

free you of the ranting of any critic.<sup>5</sup> The main failing with professional (and amateur) critics is that that particular vocation does not involve helping people and getting things done. It just involves tearing down things that might help, and stopping others from breaking free of Big Brother's clutches—an occupational calling/hobby with a marginal sanity index. When you come across someone who is preoccupied with stopping this process and saying how *bad* it all is, realize that the critic is a “company man,” obsessed with infecting all with the venom of statism,<sup>6</sup> and does not have your best interests at heart—and likely never will.<sup>7</sup> An honorable critic would bring forth another solution, *i.e.* another remedy for the situation at hand, rather than just sounding a general hue and cry<sup>8</sup> and proclaiming that all (sheep) should stand stockstill<sup>9</sup> and accept their fate as “part of life.”

As with the first two editions, the initial aim of this volume is fully acquainting you with the process of regaining control of the all-capital-letters juristic<sup>10</sup> name/TRADE NAME that began appearing on legal documents, such as the Social Security card in your possession, following the registration of your birth. This name is “yours” only in the sense that it *belongs* to you; it does not *identify* you. The problem with such a name is that even though it belongs to you, and was created expressly to reference you, someone else has custody of it—meaning that someone else can control the travels that particular piece of intellectual property (the all-caps TRADE NAME) and has been using it for financial gain courtesy of your labor. This handbook shows you how to rectify this situation.

Having accomplished the foregoing, the main objective of this manual becomes providing you with the means for fortifying your existence and deflecting all legal and financial assaults on your freedom, family, wealth, property, and peace of mind. The legality of the issues addressed herein is well substantiated in the common law and the UCC, and you are limited only by your lack of understanding of them. The *Glossary* contained herein has been specifically created and annotated to assist you in acquiring a working knowledge of the key issues.

Material has been laid out so that the reader can go straight into the practical application of the filing instructions, adapt the sample documents with the details of his/her life, and successfully file the documents without doing anything else. However, such practice is basically “treating the symptom” and is not recommended because the cause of the condition—unwanted victimization at the hands of the system—is still unresolved; sort of like being lost in the jungle, finding a compass, but then not knowing which direction is the best way out.

The theory portion of this volume, as well as the items in the *Appendix*, affords a treetop perch for those who might be lost in the legal/commercial/political jungle: one with a bird's-eye view of the whole territory as never before. Once a bewildered traveler gets a compass reading on the right landmark, he can thereafter successfully negotiate any difficulties encountered on his way out of the jungle because of acquired certainty of where he is headed and the full expectation that he will make it. Whether you do your filing(s) sooner

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<sup>5</sup> For conclusive, unimpeachable documentary evidence (from the Federal Reserve) of the correctness of the procedures set forth in this manual, see “How to Sign When Your Signature is Demanded” in *Appendix*.

<sup>6</sup> Statism: A theory of government which holds that the returns from group or individual enterprise are vested in the state, as in communism. *Funk & Wagnall's New College Standard Dictionary*, 1947.

<sup>7</sup> “Remember, a statue has never been set up in honor of a critic.” Jean Sibelius (renowned composer), *Oxford Dictionary of Twentieth Century Quotations*.

<sup>8</sup> Hue and cry: A great stir and clamor about any matter.

<sup>9</sup> Stockstill: As still as a stock or post; motionless.

<sup>10</sup> Juristic: Of or relating to law.

rather than later, steady progress between the covers of this manual, however unhurried, will give you a new perspective on the same old surroundings and produce a courage and a confidence that can fuel your journey all the way out of the "jungle" and onto the highroad for a better life.

Because the Code has been cracked, the filing procedures and background material are now simple. Matters have now been removed from the private, monopolistic, judicial system, and players within that arena have become personally commercially accountable for their actions. These breakthroughs have thereby greatly remedied the nuisance of dealing with the courts, the courts' extreme formalism, and the secret rituals<sup>11</sup> of the inner sanctum of the legal fraternity, "the Brotherhood."

For those reading this page that may have the misfortune of being involved in an ongoing legal dilemma, some words of encouragement: the procedure contained herein is beneficial at any stage of the game.<sup>12</sup> The more entangled one has become, the more complicated it can seem to be to extricate oneself from the tentacles of those who would gleefully destroy one's life. Obviously, the further along on the judicial conveyor belt, the more difficult things can become. However, irrespective of what has happened, the liberation procedure is essentially the same no matter what stage of the game you are in. A healthy (and workable) approach is simply to write off everything that has already happened, chalk it up to experience, and start afresh and anew with a clean heart. What is offered here can be completely locked into place in very short order and can serve you thereafter in many different circumstances.<sup>13</sup>

This manual will also introduce you with the very real possibility of personal independence and functional sovereignty. Believe it or not, it was the exercise of your inherent sovereign right to "decide" with whom you would contract that got you into this mess in the first place. The first step in regaining sovereignty is reestablishing ownership and control of the corporately colored property identified as your all-capital-letters TRADE NAME (and any and all other corruptions/permutations thereof). That, and the procedure to fortify your freedom and maintain control of your worldly possessions thereafter, has been presented here in detail to ensure your understanding of the subject and assist you in your efforts to create a pleasant and worry-free life for yourself.

Wishing you happier times . . .

The Authors

---

<sup>11</sup> "The characteristic of the earlier Roman law was its extreme formalism. From its first secret administration as the law of the privileged classes it expanded until it became the basis of all civilized legal systems." Catholic Encyclopedia.

<sup>12</sup> As of this writing these breakthrough procedures have already stopped the levying of a bank account after judgment had been finalized.

<sup>13</sup> Professional assistance, support, and (non-legal) document preparation services are available through the publisher.

# *Real World Successes*

**Important Note:** The banking system in America, to mention one area addressed by this manual, is a fraudulent enterprise. That is why these processes are so effective at eliminating claims of debt. Credit lenders never loan anything of substance, and hence cannot withstand the simplest examination of their practices, cannot legally support their claims, and give up sooner or later, depending on their interest level in the particular transaction. The monetary system has been designed expressly for creating defaults and foreclosures and bankruptcies, and it is working exactly as it is supposed to: people (and companies) are being picked off left and right in greater and greater numbers. We are in the middle of a national epidemic at the hands of the Money Power and its minions<sup>1</sup>; the only reason you do not hear more about it is because of the managed news media, another vital cog in Big Bother's machinery.

The main reason there is not a large number of testimonials in this section of the book is three-fold: (1) full-scale application of the procedures contained herein has been underway less than a year, based on the time required to research, develop, test, and perfect the documents and procedures contained herein; (2) there is a time lag involved in actually acquiring the legal title for both houses and cars, even though former creditors may cease *all collection activity* much earlier in the process; and (3) there is nothing very exciting to write about when credit card companies and other debt collectors simply drop all claims, stop communicating, and go away.

Credit card companies are the easiest to handle because credit cards have no value, and credit card claims are 100% unsupportable and evaporate upon proper challenge. Debt-collector-type debt (when another company has purchased the account from the original creditor) is also very easy. The only time things get sticky is when these types of accounts end up in a lawsuit, and the courts have gotten involved. Even then, the little guy can still prevail; it just takes a bit more effort. Mortgages, on the other hand, are another matter, because of the value involved. Mortgage lenders are more likely to go down fighting, but—*so far*—they always go down, because they cannot prove that they have a valid claim in the loan transaction.

A tiny minority of situations are not within the realm of rescue because of fatal mistakes made by the debtor, and so are not attempted. But of those taken on, there are factually no failures (because handlings are based on the truth of the matter); some just take a little longer than others. They can get drawn out because some creditors just don't want to let go and give up (it may be too much of a shock when a lender realizes that someone has figured out his racket and that he might have to stop robbing people and find honest work).

Another definite factor causing creditors, and judges and attorneys alike, to beat a hasty retreat is the penalty for unauthorized use of the "borrower's" private, common-law-copyrighted property, *his name*. For various reasons, this system is bringing the activities of financial pirates under control. It also works in other situations where one's name is being used for financial gain, but handling "lenders" seems to be its most popular use right now.

Below is a sampling of different types of successes. There are many more that have crushed the initial assault, but have not yet arrived at final completion with title in-hand.

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<sup>1</sup> Minion: A servile favorite or follower: a term of contempt.

1. After getting involved in a certain business opportunity, Mark from Missouri gradually poured in over \$100,000 and one day found himself hurting for cash. He got a quick \$15,000 loan from a prominent national lending company at a hefty interest rate, but was not worried because he expected the business deal to come through. He put up the certificate of title for each of his three vehicles as collateral for the loan.

Mark made monthly payments of \$500 on the loan for about a year, hoping that something would work out with the investment, but it never did. As well, his payments were apparently not making much of a dent in the loan because the lending company informed him that he still owed about \$17,000. He had lots of bills, little cash, got three months behind on payments, and realized that the lending company was probably thinking about picking up the cars.

He began placing the autos in a secluded place to inhibit the lender from just coming over and taking them, but before he could secure the last one, they repossessed it. Shortly after that, Mark hooked up with SecuredParty.org, did his Copyright Notice and UCC Financing Statement, and then issued the lending company a promissory note in the form of a draft (a one-page, abbreviated version of the Certified Promissory Note that appears on page 10 of the 14-page Validation of Debt Package in Section 10, Handling Presentments) in the amount of \$16,948.27, along with a certified copy of all his UCC paperwork.

A few days later Mark received another statement from the firm, listing the unpaid balance at \$41.07. He purchased a money order in that amount and showed up at the local office to tender payment. The people there were shocked to see him. They told him that his account had been shifted to the national office, that they no longer had the capability of accepting payment from him on their computers, and instructed him to call the main office.

When he made contact with the account rep at national headquarters he asked what he needed to do to get the balance cleared off:

Rep: *As far as what I can see here in your file, you're fine. You're done. You're taken care of. You got a statement from us?*

Mark: *Yes.*

Rep: *Does it have a date on it?*

Mark: *It was about a week ago.*

Rep: *Oh, that must be some computer error. Just disregard that. Just forget it. You're taken care of.*

Mark: *Well, I have a couple of other problems.*

Rep: *What's that?*

Mark: *Your local office still has my certificates of title, and they also repossessed one of my cars.*

Rep: *Well, give them a couple of weeks to straighten out the paperwork and then go in and talk to them, and if you don't get satisfied—you have my name and number—just call me back and I'll see to it that you are satisfied.*

A few weeks later he checked in as directed, and was told he could pick up his titles and get his car back as long as he paid the towing and storage fees at the impound lot, a total of \$230, which he did in November. He has never heard from them again.

2. Dan, a knowledgeable fellow in UCC matters, set up new business relationships after relocating in his old hometown, Muskegon, Michigan, having been gone for many years. One thing he needed was a bank account and he decided on the credit union where his mother and stepfather banked. After proving that that family members were already banking there, the new accounts clerk cheerfully handed over an application. Since the new (non-interest bearing) account would be in the straw man's TRADE NAME, that's how Dan filled out the app: printing the straw man's all-caps name and placing a "©" copyright symbol immediately after the last letter of the name. When the straw man "finished filling out the form," the Secured Party, i.e. flesh-and-blood Dan, wrote across the signature card in red ink: "Accepted for value, exempt from levy," filled in his EID #<sup>2</sup>, dated it September 23, 2001, and signed it. He then supplied a copy of his UCC Financing Statement and Security Agreement and turned them in with the signature card, requesting a photocopy of the card, front and back.

The next morning Dan received a call from the president of the bank: "I'm sorry, but we will not be able to open the account. Our legal department says we can't have a copyrighted name on an account." Shortly thereafter, Dan shows up at the bank. Here is a portion of his conversation with the president:

President: *If you will simply remove the copyright symbol from the name there will be no problem in opening the account.*

Dan: *Will it be a secured account?*

President: *Yes.*

Dan: *What happens if someone takes money out of this account?*

President: *That will not happen.*

Dan: *Let's just say hypothetically that...*

President: *I will not let that happen.*

Dan: *Even if the IRS wants to take some money?*

President: *Even the IRS. This account will be permanently flagged "PRIVATE" in the computer and will never be touched by anyone other than you without your permission. Since the account would be in your name, even your wife could not remove money without your official authorization.*

Dan: *Let's just say someone DID take some money out of my account. Who would be liable?*

President: *The credit union.*

Dan opened the account. He receives checking services with no monthly fees and pays nothing for money orders and other such services. No fees of any kind are deducted from his account. The president also confided that the legal department had commented that this was the strongest Security Agreement they had ever seen.

<sup>2</sup> EID #: "Employer Identification Number" of the Secured Party, derived from the straw man's Social Security Account Number (SSAN); e.g. EID # 1234-56789, derived from SSAN 123-45-6789; a number uniquely identifying the Secured Party.



3. Dan decided he wanted his funds in a 401(k) for helping with the costs of getting set up and relocated in Muskegon. When he visited the brokerage house that managed the account he was told that there would be a 30% levy for liquidating the account, a chunk of more than \$4,000 of the total. He left and returned with a secretary of state-certified copy of his UCC Financing Statement and Security Agreement, pointing out that he, the Secured Party, had the supreme claim on the account, was exempt from levy, and would return in three days for a check in the full amount of the balance.

Two days later he received a phone call and was told his wishes could not be honored. With tape recorder in hand he went into the bank and asked for the account specialist and served her with a "Notice by Declaration/Security Agreement"<sup>3</sup>:

Dan: *You are now on notice, and I want my money now. If you remove any funds from the balance due me you are liable for \$500,000.00, and the same goes for the IRS.*

Acct Spec: *I would be happy to transfer 100% of the money this second if you would just open an IRA at another bank.*

Dan visited another bank where he already had an account (and was known), National City Bank, and opened an IRA account in the straw man's name as usual, then accepting for value the signature card, noting "exempt from levy" and placing EID # and dating and signing as before, all in red ink. The brokerage firm was provided with bank coordinates for the new IRA with National City Bank and the funds were immediately wired in. Less than an hour later Dan walked out the door with a cashier's check for the full \$13,800.00.

No financial institution could levy any of Dan's money without first placing his straw man's name on at least one piece of paper. The straw man's TRADE NAME, in any form, is Dan's private, copyrighted property. Without Dan's permission, no one may use the name without incurring a \$500,000.00 obligation for each such use; hence all the cooperation from the banks.

4. On November 17, 2000 the balance on Dan's MBNA credit card was \$12,507.71. Having recently learned of the fraudulent business practices of credit card companies, Dan was not amenable with paying MBNA his hard-earned cash. He sent MBNA a "Validation of Debt" package<sup>4</sup> requesting that they prove that he owed the money they were asking for and included a certified promissory note (written in strict accordance with UCC mandates for a negotiable instrument) as bona fide payment if the debt could

<sup>3</sup> Now designated "Notice by Written Communication/Security Agreement." A turbo-charged and lengthier version of the Copyright Notice that is enclosed herein, with intimate details on the workings of the self-executing Security Agreement in the event the recipient uses the name without authorization. Fee for usage is \$500,000.00 per occurrence of use, secured by all tangible and intangible property of the recipient (this document, drawn strictly from the UCC and Revised Article 9, is as final as a guillotine; available through BB&C of America with purchase of the UCC Financing Statement package).

<sup>4</sup> An exacting package of interrelated documents requiring that a credit card company officer swear out an affidavit ("true, correct, and complete") in accordance with the Fair Debt Collection Practices Act, identifying the substance/valuable consideration that was exchanged with the credit card account holder that supports the contract and justifies the credit card company's demand that the account holder pay the amount demanded. No financial institution in America can do this because nothing of value is ever given by any "lender," including all credit card companies. The Validation of Debt package has never failed in stopping a credit card company seeking payment (the Validation of Debt package is available through BB&C of America).

be validated. Three days after sending the Validation of Debt package, Dan sent along a Notice by Declaration/Security Agreement, informing MBNA that his name was copyrighted property and that if they used it for financial gain it would cost them \$500,000.00 for each such use. That was a year ago and Dan has neither heard from MBNA since, nor from any debt collector associated with them. The \$12,507.71 debt disappeared. On his credit reports with the various credit reporting agencies—which have also been served with a Notice by Declaration/Security Agreement—the account is marked “PRIVATE.” There is no further credit history on any credit report after the date each agency was served with a Notice by Declaration. When Dan wants credit extended from some merchant he simply provides bank records for the last three years, and sometimes letters from other creditors attesting his payment history. It has never been a problem.

5. In January of this year Dan received a letter from his bank informing him that an attorney had shown up at the bank with, apparently, a judgment against Dan's wife, demanding that the funds be paid out immediately. A copy of the “judgment”—which had no judge's signature on it—was also included with the letter from the bank. Apparently the attorney felt he could invade Dan's account simply because he was the spouse of the “judgment debtor.” The bank, of course, assured Dan that not one penny would be removed from the account without his authorization.

With Dan's friend Jim's help, as with all of Dan's other documents, the Notice by Declaration was created for Dan. As well as mailing it Certified Mail<sup>5</sup>, Return Receipt Requested, Dan also faxed the attorney the Notice by Declaration/Security Agreement from the automobile dealership where he worked. Less than ten minutes later the attorney was on the line with Dan asserting that, among other things, the faxed document had “nothing to do with the judicial system.” Dan agreed with the shyster entirely, “That's exactly right. This has nothing to do with the judicial system.” That was May 2001, nine months ago, and Dan has not heard from the attorney since.

[Note: In this testimonial, as well as in all the others here, the judicial system plays no part in the process. These are all private, consensual contracts containing no controversy that would allow the intervention of any third-party judge. Everything is agreed upon in advance when the aggressor/debtor executes the contract by using your private property (any version of your copyrighted name) without your authorization. Since it is your property, any user must comply with contract terms that you set for its authorized, as well as its unauthorized, use.]

6. Because of a Notice by Declaration/Security Agreement on file with the county where Dan lives the county title insurance office will not issue a copy of the title on one of Dan's properties certifying that it is held free and clear (which it is). They have no problem issuing a plain photocopy of the deed—because the document does not constitute legal evidence when in the form of a plain photocopy—but will not issue a certified document with Dan's copyrighted name on it. Apparently the revenue from selling the certified copy of deed is outweighed by the half-million dollar ticket for using Dan's private, copyrighted property without his permission.

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<sup>5</sup> Though Dan used Certified Mail here, it is strongly recommended that you always use Registered Mail and send Return Receipt Requested, Restricted Delivery, with an Affidavit of Service for proof of service.

7. Arnold from New Jersey, 86 years of age, had ceased filing income tax returns as of 1991. Using Title 26 United States Code Section 6020, the Secretary of the Treasury had done an SFR, "substitute for return," for Arnold, signing Arnold's name on his behalf on a tax return (authorized by Arnold's signing of the W-4 Form) for each of those years. In 1998 a "Notice of Federal Tax Lien" was filed against ARNOLD (*not* "Arnold") and IRS began levying Arnold's Du Pont-corporation pension from at a clip of \$1,347.68 a month. Arnold tried every tactic he could think of for two and a half years, but was unsuccessful in nullifying the effects of the "Notice of Federal Tax Lien."

By good fortune, Arnold recently met the folks at SecuredParty.org (authorized distributors of *Cracking the Code Third Edition*<sup>6</sup>) and sent IRS a smaller version of the current "Validation of Debt" package (see Section 10, Handling Presentments). Before the next pay period Arnold received a "Release of Notice of Federal Tax Lien," and his next pension check from Du Pont had no deductions for IRS.

8. While being admitted at the hospital following an automobile accident in December 1999, Bill from New Jersey was given a consent form by the hospital for establishing financial liability for its services. Noticing that the hospital had printed out the name of his all-caps straw man on the form as the liable party, and knowing that an agent is not responsible for the principal's liability, Bill signed as follows:

"WILLIAM QUINCY JONES by  
William Quincy Jones, Agent"

Even though the other driver's insurance company paid in full for the loss of Bill's car, they refused responsibility for a \$475.00 bill for x-rays that Bill had forwarded after he was billed by the hospital's radiology department. The \$475.00 bill went into collection and Bill was sued in early 2001. Bill responded using the all-caps name of his straw man *only* on all documents, but also entered his Security Agreement<sup>6</sup> and UCC Financing Statement into the record as evidence that he (the flesh-and-blood man) was not the party being sued and that he held the supreme claim against the liable party, his all-caps TRADE NAME. At the April 2001 trial, after nearly an hour of verbal ping-pong, both judge and hospital attorney realized that Bill could not be tricked into taking the place of the debtor, nor into becoming a surety<sup>7</sup> for the debtor, so the attorney asked for default judgment, asserting that the defendant, the TRADE NAME, had not appeared in court. The judge immediately granted default judgment in favor of the hospital against Bill. It is now February—ten months later—and Bill has heard from neither the court nor the attorney since the trial. When he recently checked the court record he discovered that no judgment was ever signed by the judge—as required by New Jersey court rules—and entered in the record. Despite the play-acting in the courtroom by the judge, Bill actually won the case based on his Security Agreement and his mastery of "legal dodge-ball" in avoiding the trickery of the judge and the attorney.<sup>8</sup>

9. In March of 2000 the same Bill from above was lassoed into using his credit card for renting a truck for a friend at a rental agency, and then picking up and delivering some

<sup>6</sup> The new Security Agreement, available through BB&C of America, is an impregnable fortress for the interests of the Secured Party in his relationship with the Debtor STRAW MAN.

<sup>7</sup> Surety: A person who binds himself for the payment of a sum of money, or for the performance of something else, for another. *Bouvier's Law Dictionary*, Eighth Edition.

<sup>8</sup> For an exposé of the Federal Reserve's acknowledgment of the legal distinction between true name and TRADE NAME, see "How to Sign Your Signature Without Liability" at the end of Section 10, Handling Presentments.

furniture. Bill reluctantly agreed on the credit card use, taking out full insurance on the truck. On the way back they clipped a telephone pole that was leaning slightly toward the road at a tight intersection. Thinking only the rear view mirror had been damaged they were all surprised when they stopped at a diner and noticed that the top of the box had been gashed open, as well. Bill's friend was worried about the liability, but Bill comforted him by reminding him that they had purchased full insurance coverage on the truck. Bill also explained for his friend how he had signed the rental agreement in the straw man's name:

"WILLIAM QUINCY JONES by  
William Quincy Jones, Auth. Rep."

Upon arrival back at the rental agency a damage/incident report was written up and Bill explained what happened for the manager/owner, who noted the damage. The rental transaction was completed and Bill and friend departed.

A month later on April 18, 2000 Bill received a bill from the rental agency for \$1,937.64. He then got on the phone and reminded the manager that he was carrying full insurance coverage on the vehicle at the time of the accident. The manager then stated that the insurance didn't cover overhead damage and that Bill was personally responsible for the repair.

On May 30th the attorney for the rental agency wrote a letter requesting payment in the amount of \$2,325.16 and threatening litigation absent payment in full. Bill then sent a "Validation of Debt" package requesting validation of the purported debt per the Fair Debt Collection Practices Act. Also included was UCC documentation that proved Bill was the Secured Party/Creditor over the Debtor, Bill's straw man, and that unless the attorney could prove a superior claim, he had nothing. Bill received a letter dated June 13, 2000 from the formerly combative attorney stating as follows:

"... A copy of the bill has been previously submitted to you and it is my opinion that the debt is valid. If you have any interest in trying to resolve it amicably, please call me.

"Thank you for your courtesy and cooperation.

"Very truly yours..."

That was the last communication Bill received from the attorney, 21 months ago. From the marked change in substance and tone of the attorney's communication he apparently recognized that Bill had figured out the UCC game by proving superior knowledge of how it all works (see "How to Sign Your Signature Without Liability" in Section 10, page 315, for a full explanation).

# Foreword

This manual is about a code. As well as being a system or collection of rules and regulations, a code is also defined as "a system used for secrecy of communication, in which arbitrarily chosen words, letters, or symbols are assigned definite meanings." Laws today are called "codes" (*Vehicle Code*, *Internal Revenue Code*, *Uniform Code of Military Justice*, *Penal Code*, *etc.*) because they have been *encoded* from their original form. For the man on the street, accessing and utilizing these codes generally requires the services of a specially trained "decoder," called an *attorney*. A hundred years ago the average man knew the law and was equipped with knowledge for conducting himself and his affairs and avoiding unwanted legal situations, thereby protecting himself, his family, and his property from legal opportunists. This is no longer the case—and law is no longer just "law," but a cornucopia of "code," requiring cavernous libraries with miles of shelving just for housing its billions of pages of print (Library of Congress has over *three million different law books* on file—approximately 80 linear shelf-miles of law books).

The Uniform Commercial Code, "UCC," the subject of this manual, is the transcendent, paramount achievement of the efforts of a few thousands of intensely dedicated and single-minded collaborators (dare we call it "conspiracy"?) over the last two-plus millennia. It is the culmination of an almost incomprehensibly complex, systematic, intricate, pervasive, and far-reaching agenda of strategic and tactical global planning for securing absolute legal, financial, social, ecclesiastical, and political dominance over the people of Earth. The fundamental medium chosen to accomplish these iniquitous aims: *Commerce*. The UCC, first introduced in 1954, has been developed across the centuries with microscopically excruciating and painstaking attention to detail for avoiding forever risk of detection and revelation of its true nature. It was fully expected that the Code would never be cracked. Proof of this fact is the absence of any device/mechanism for the enforced reversal of the process and recapture of slaves who manage to break free.

Incredibly, the development of the UCC has been so brilliantly orchestrated by the Legal Masters of the World that even though it permeates and dominates the everyday lives and activities of every man, woman, and child in America from conception to casket—as well as virtually every other living soul on the planet—and even though it is the most senior form of codified law throughout the world, *encompassing all others* (see UCC § 1-103), the UCC is a cultural obscurity, blending in with societal scenery so well that it does not even raise an eyebrow upon mention. Even general members of the bar—*i.e.* the lawyers, attorneys, solicitors, advocates, and barristers, *i.e.* the foot soldiers, snipers, and assassins of the banker-generals that wage war on the world—are for the most part ignorant of its far-reaching applications and implications, which dominate even their lives as well. Likely you never even heard of the Uniform Commercial Code until it was brought to your attention by someone with the express purpose of revealing its influence over your life.

As an interesting side note: two years ago the authors of this manual were contacted by a "forward-thinking attorney," on behalf of the other attorneys in his law firm, to purchase the first edition as soon as it became available. Apparently they had gotten the word from a trusted friend that the manual was being written and what it dealt with. The attorney also allowed that he and his partners knew that the con was going down right before their eyes everyday in the legal system, and even though witnessing the daily administration of the shakedown, they just couldn't figure out exactly how it was being done.

The law firm has long since acquired a copy of the first manual, but likely none of the attorneys availed themselves of the process. You see, an attorney occupies a special place in the grand scheme of things. Because of an attorney's connection with the Crown—the source of the attorney's British title of nobility,<sup>1</sup> "Esquire" (all judges are *esquires*, as well)—via his/her *misnamed* "license to practice law," and because only an attorney can "represent" the banks and corporations (artificial persons) that are owned/controlled by the owners/creditors of almost every single government on earth, attorneys cannot personally access this process. Attorneys are hired guns, mercenaries, of the hate-merchants and warmongers that operate the legal juggernaut that is intent on devouring the last shreds of personal wealth and freedom of the common folk of the world.

Every whore has her price, and this type is no exception: judges and attorneys (esquires) have literally sold their soul to the devil for the inside track and a few easy bucks. Accordingly, since they are owned, they can never access sovereignty. Just like the whore, they have no personal freedom till the customer is satisfied that he got what he paid for. For esquires it's a "lifetime affair" (with the Crown and the powers behind it). Accessing sovereignty requires that an esquire renounce his/her so-called "license to practice law" and his/her relationship with the privately owned judicial system and cease practicing as an esquire altogether—a cure more unpleasant than bearing the disease for most such whores. Nearly all will carry on; a few may break away.

Esquires also fatuously<sup>2</sup> believe they are immune against attacks from the "little people." As you will learn from the Tin Man (*i.e.* "T-I-N," *Taxpayer-Identification-Number Man*) in *The Wizard of Oz* (see **Wizard of Oz**, **The** in *Glossary*), and as you will discover in the Practical portion of this manual, the laws of commerce are heartless and apply equally with all—including attorneys and judges (for a comprehensive exposé of the skeletons in an esquire's closet, see Section 2, "The Truth About Esquires"). Any judge/attorney who attempts using your private, copyrighted TRADE NAME for financial gain without first obtaining your express, written authorization and consent faces the same legal/commercial consequences that as anyone else—cataclysmic personal financial ruin—because in commerce, "All are equal under the law."<sup>3</sup>

Judges, though also esquires, are a different creature than attorneys and receive special training in Reno, Nevada (National Judicial College; 3,500 judges trained each year) and Scottsdale, Arizona—sometimes hundreds of hours over their careers—for learning better ways of applying the UCC in the courtroom, and handling dissidents and unruly slaves who set a bad example for the other "paying customers." This is the genius of the Legal Masters of the World: The populace and even many of the bar attorneys themselves believe that the law being practiced in the courtroom is "THE" law, *i.e.* the ONLY law being administered in the courtroom—whereas it is actually only a carefully orchestrated shadow of the real thing; an exhibition in histrionics *par excellence*.

The UCC is not particularly concerned with Social Security Account Numbers, and including such is an option on the filing forms. The UCC filing office, located in each state (and elsewhere), provides public notice of private matters, and is concerned primarily with

<sup>1</sup> The original, authentic Thirteenth Article of Amendment of the Constitution prohibited anyone who held a title of nobility granted by a foreign king, prince, or state from holding a position of public trust (*i.e.* political office). For an explanation why this amendment was never ratified, see paragraphs immediately preceding "Sugar-Coating the Deceit" in "The Truth About Esquires," Section 2.

<sup>2</sup> Fatuous: Foolish, but self-satisfied.

<sup>3</sup> For all 10 commercial maxims see **Maxims of Commerce** in *Glossary*.



identifying those registered within by name only—just like it was a hundred years ago (before the Federal Reserve Act and Social Security Act) when a man's name, honor, and reputation were his most valuable personal possessions, and upon which his entire future depended in no small part.

As you will discover, the Social Security Account Number is a "public" number associated with a "public persona," a "person," a legal entity different from yourself and artificial, as well; *i.e.* existing in contemplation of/by force of law alone. This is your alter-ego, ALL-CAPITAL-LETTERS TRADE NAME, your STRAW MAN. "Straw man" (*see Glossary*) is a legal term for a "front man," or nominal party in a transaction, existing in name only, through which the owner can accomplish some purpose not otherwise permitted. A straw man serves its owner/master with slavish devotion, but you did not even know that you had one. He has been running around obligating you and entering into all kinds of unconscionable contracts and causing you much grief, heartache, and economic misery. It is time you get to know this fellow and set things straight. This manual will show you how to discover your straw man and bring him under your control instead of theirs.

Most people understand that the law is very precise, with legalized deadly violence associated with the words appearing in the text of the codes that are enforced by courts and police alike. The English language and its accepted rules of grammar are likewise precise, however, and make no accommodation for writing proper nouns in all-capital letters. The all-capital-letters-written name that appears on your Social Security card, driver's license, passport, bank statement, credit cards, *etc.*—and which is rigidly insisted upon and enforced by the legal system—is not there by mistake, but it is not your "true name," which consists of the given (Christian) name<sup>4</sup> plus the surname (family name), and appears with only initial letters capitalized. The all-caps version is your TRADE NAME, the name under which you "do business," and is written in another language entirely: "*Legalese*."

All names—including true names—constitute *property*, and can be copyrighted under the common law. Strangely enough, the source of all money in circulation today is your (and others') TRADE NAME and your signed, "promise to pay" in exchange for loans of credit (air) issued in that name. Banks are accounting and bookkeeping operations, with only enough cash on hand to keep customers satisfied,<sup>5</sup> and covertly use your TRADE NAME and your "promise to pay" to create money and generate profit. The long-term intention of the Money Power is to abolish cash completely and leave people with track-able, electronic funds only.

Because all names are no more than *property*, no one *is* his TRADE NAME, nor is anyone his true name. The primary reason we are faced with the current dismal state of affairs is people's misunderstanding of the nature of their name. Whereas a sovereign uses a name only for purposes of recognizing that someone else desires communication with him/her, nearly all other people have lost sight of their own sovereign character via confusion about the name. Your true name more closely approximates who you are, but is not "corporate"

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<sup>4</sup> "Names are divided into Christian names, as, Benjamin, and surnames, as, Franklin. No man can have more than one Christian name; though two or more names usually kept separate, as John and Peter, may undoubtedly be compounded, so as to form, in contemplation of law, but one. A letter put between the Christian and surname, as an abbreviation of a part of the Christian name, as, John B. Peterson, is no part of either." Bouvier's Law Dictionary, Sixth Edition, 1856.

<sup>5</sup> Roughly 2% of the money supply is cash; the rest is "checkbook money" and other "credits."

like the TRADE NAME. The Legal Masters of the World have capitalized on this simple distinction between true name and TRADE NAME to ensure your continued subjugation.<sup>6</sup>

The primary pitfall is that an all-capital letters TRADE NAME *sounds exactly like a true name when spoken* (see *idem sonans* in *Glossary*). This phenomenon has no particular significance in our society—*except in a courtroom*, and a courtroom can be a dangerous place to be. Thankfully, this manual can help you stay out of courtrooms, but not everyone is so fortunate. Simple observation tells us that a primary function of today's private, foreign-owned and -operated court system is the transfer of personal wealth and freedom into the hands of the courts, banks, government, corporations, and tax agencies.

The judge is calling out a name in one language, *Legalese* (he is reading from the legal documents in front of him), and the "customer" is innocently listening and answering in another, "English." This otherwise harmless overlap of "language" is then immediately, forcefully, and unmercifully applied to the victim's profound detriment. Such deception is now indispensable in maintaining the current level of commercial profit levels of the courts (e.g. visit any traffic court for an hour and keep a tally of the proceeds)<sup>7</sup>. By following the procedures outlined in this manual, unwanted victimization at the hands of the judicial/legal system can be minimized and even avoided/bypassed altogether.

The UCC provides for filing offices in each state and elsewhere so that a creditor may give formal public notice of the legal relationship between himself and a debtor. It allows for the creditor, called the "secured party," to "perfect" (legally establish) a "security interest" (a private lien, essentially)—*above all others, including government*—in the property of the debtor, thereby ensuring repayment or specific performance by the debtor and officially precluding any third party from impairing the private contract. As shown herein, your straw-man TRADE NAME is the debtor and you, the secured party. Your exact relationship with each other is more precisely defined in a "private agreement." A description of the property pledged by the debtor as collateral for securing the obligation is contained in a "security agreement."

Significant additions in the third edition are the copyright notice (to be published under "legal notices" in the newspaper), and the new security agreement, which has been broken up into three separate, interrelated documents. In strict accordance with *Revised Article 9* dictates and the remaining articles of the UCC, this new security agreement package affords anyone the opportunity to fortify his/her position as never before, by reposing all property in an airtight package impervious to legal/commercial attack, including that of IRS. The best time for handling trouble is before it arrives, and this new package affords such opportunity.

The most dramatic aspect of the third edition is the facility for obtaining non-judicial judgment against any legal attacker who would insist upon using your private-property TRADE NAME for financial gain without your authorization—be he/she a judge, prosecutor, IRS agent, attorney, traffic cop, government agent, *anyone*. Heretofore, such have used your TRADE NAME to pad their own bank account. This no longer need be the case, as

<sup>6</sup> Uncontestable documentary evidence proving this fact is contained within the article entitled "How to Sign When Your Signature is Demanded" in *Appendix*.

<sup>7</sup> The "U.S. Government" section of the Los Angeles telephone directory Blue Pages lists a total of 121.5 column-inches of government agencies/offices and phone numbers. The moneymaking machinery of the federal court system takes up 18.5%, *i.e. almost 20%*, of the listings for the *entire* U.S. Government. This is where the money is made. Even the listings for the 103 U.S. Post Offices located in City of Los Angeles takes up only 9.5 column-inches of space, dwarfed by comparison with U.S. District Court listings.

each such character will face financial ruin in short order should he/she insist on using your copyrighted property without your permission after having been noticed. The non-judicial foreclosure process follows closely thereafter—and no one has a monopoly on it.

The code-encrypting esquires of the Money Power have crafted the UCC, and now Revised Article 9, for the high-speed transfer of wealth (yours) into Big Brother's coffers without the nuisance of consulting the courts. For this very reason, and because the Code is now cracked, regular folks can use the same procedure for thwarting would-be legal marauders—and can reverse the wealth-transferal flow against anyone who foolishly believes he can take private property without just compensation.

You need not toil under the threat of "paper terrorism" of the legal system any longer. With what is available here you can, with certainty and confidence, regain control of your life and protect yourself, your family, and your property from the rapacious<sup>8</sup> Moloch<sup>9</sup> that is government—and separate any would-be bandit in the employ thereof from his wealth and property if he insists on proceeding without compensating you. Helping you accomplish these things—by unraveling the mystery, exposing the key elements, and guiding you through—is the aim of this manual.

Hoping your journey is a pleasant one...

With admiration,

The Authors

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<sup>8</sup> Rapacious: Excessively greedy or covetous; living on prey.

<sup>9</sup> Moloch: A Semitic deity, mentioned in the Bible, whose worship was marked by the sacrifice by burning of children offered by their own parents; anything conceived as requiring frightful sacrifice.

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# **Part I**

## **Section 1**

# ***Maintaining Fiscal Integrity***

## ***Functional Sovereignty***

# *Maintaining Fiscal<sup>1</sup> Integrity*

## *Functional Sovereignty*

**Caveat<sup>2</sup>:** This treatise constitutes neither the practice of law, nor the giving of legal advice, and is for informational and educational purposes only. You are responsible for yourself and your own actions. If you act on what you do not understand and cannot support through knowledge and ability, any adverse consequences you may experience are entirely a product of your own doing/omissions.

**Preamble.** For thousands of years the Legal Masters of the World have been steadfastly constructing the system by which world commerce<sup>3</sup> and law<sup>4</sup> now operate. They have developed this system by drawing from and utilizing the timeless principles of human interaction that, over the millennia, have been discovered, distilled, and codified. These fundamental, common-sense principles of commercial law, expressed in the 10 maxims found below, underlie every other form of law in existence. There is no type of legal issue, controversy, dispute, *etc.* that is not covered/embraced by at least one of these 10 maxims of commercial law. The creators of the system have achieved preeminence by knowing these foundational principles of human interaction and encrypting them into "codes" for their own aggrandizement, while keeping the uninitiated ignorant of such knowledge and the means for accessing it. The pinnacle of these efforts is the Uniform Commercial Code, "UCC." All of world commerce now functions under, and is thoroughly entrenched in, the UCC. However, even though the UCC has been developed and formulated for accommodating mass exploitation and subjugation, it is but a particular codification of the universal underlying laws of commerce, and, most importantly, can now be employed for the benefit of the layman now that the Code has been substantially "*cracked.*"

The 10 foundational maxims<sup>5</sup> of commerce, from which all codes, law, and statutes are derived and based upon, are:

1. A workman is worthy of his hire.
2. All are equal under the law (both moral and natural law).
3. In commerce truth is sovereign.
4. Truth is expressed by means of an affidavit.
5. An un rebutted affidavit stands as the truth in commerce.

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<sup>1</sup> Fiscal: Of or pertaining to financial matters generally.

<sup>2</sup> *Caveat*: Latin, let him beware. In general a warning or emphasis for caution.

<sup>3</sup> Commerce: Any and all interchange between people, including, but not limited by: the activity normally associated with the term, *i.e.* the buying and selling (trading) of goods and services; social intercourse; sexual intercourse (original meaning). All law is contract; and in every interchange between people a contract is formed; all commerce is contract. A timeless and universal maxim of law: "Contract makes the law."

<sup>4</sup> Law: The rules, or body of rules, defining who alleges possession of what right/authority for using deadly force (violence) against another.

<sup>5</sup> For Biblical origins *see* Maxims of Commerce in *Glossary*.

6. An un rebutted affidavit becomes the judgment in commerce.
7. A matter must be expressed to be resolved.
8. He who leaves the field of battle first loses by default.
9. Sacrifice is the measure of credibility (if one has neither been damaged nor incurred a risk, and is unwilling to swear an affidavit—*i.e.* “true, correct, and complete,” the commercial equivalent of, “the truth, the whole truth, and nothing but the truth”—on his unlimited commercial liability for the veracity of his statements and the legitimacy of his actions, he has no credibility, and therefore no basis for asserting claims/charges or claiming authority<sup>6</sup>).
10. A lien or claim can be satisfied only through rebuttal by counter affidavit point-for-point, resolution by jury, or payment.

**Preface.** The legal/contractual status of virtually every man, woman, and child on the planet has become that of a slave,<sup>7</sup> commercial chattel<sup>8</sup> property, a hopelessly indentured servant in perpetuity. In commercial/legal<sup>9</sup> matters there are only two kinds of people: debtors<sup>10</sup> and creditors.<sup>11</sup> It is an all-or-nothing affair, with no middle ground. If you want the power to exercise your innate sovereignty you must access the agreed-upon rules that provide for your recognition as a sovereign<sup>12</sup>/creditor: the Articles of the UCC. The program outlined herein is a system of simple contractual procedures providing the foundational steps for regaining control of one's commercial/legal/financial future, and brings forth the notion of functional, if not official, sovereignty.<sup>13</sup>

### Fundamentals

Codified law is precise. It revolves around how words are defined. The rules of all forms of law are set forth in writing, words, syntax, grammar, *etc.* The way words are legally defined

<sup>6</sup> This issue is so profound that even known felons and perjurers are accorded instant credibility and taken at their word if such will swear under oath against another. Career criminals, even suspected murderers, are taken at their word and put on the witness stand if it will serve the prosecution. When one swears under oath one presumably invokes the wrath of God for bearing false witness—a dire transgression, from the reciprocal effects of which there is no escape; hence the credibility accorded *anyone* who so swears. For one group's formal attempt at cheating natural law and escaping any such wrath for bearing false witness/disavowing one's sworn oath, see “Kol Nidre” in *Glossary*.

<sup>7</sup> Slave: A person who is wholly subject to the will of another; one who has no freedom of action, but whose person and services are wholly under the control of another. One who is under the power of a master, and who belongs to him; so the master may sell and dispose of his person, of his industry, and of his labor, without his being able to do anything, have anything, or acquire anything, but what must belong to his master. Black's law Dictionary, Fourth Edition (1951).

<sup>8</sup> Chattel: Personal and moveable property; includes slaves, *i.e.* permanently indentured servants (commercial chattel property) by virtue of contract, *i.e.* operation of commercial law.

<sup>9</sup> Commercial/Legal: Because the people of Earth have (unwittingly) bound themselves into (unconscionable) private contracts, and because “contract makes the law,” the terms *commercial* and *legal* are essentially interchangeable. Courtrooms are private, commercial marketplaces enforcing private corporate policy in the administration of the court's business (separating its customers from the fruits of their labor, as well as dictating over customers' freedom of action).

<sup>10</sup> The word “debtor” comes from the Latin *debit*, literally, “he owes.”

<sup>11</sup> The word “creditor” comes from the Latin *credit*, literally, “he trusts.”

<sup>12</sup> Sovereign: One who possesses supreme power; of his own right, not under the power of another.

<sup>13</sup> Sovereignty: Supreme dominion, authority, or rule. Black's 7<sup>th</sup>. See *sovereignty* in *Glossary*.

is the basis of the game. Words used in commercial/legal matters have different meanings than the same words used in everyday parlance. Deadly, destructive violence is attached with the words—and the meanings of said words—used in all legal documents and proceedings.

In commercial/legal matters, simply *assuming* that you know the meaning of a word can cost you dearly. It is vital that you know how the words being used are defined for any hope of knowing what is happening and why. Understand the meaning of the words and you can go forward with confidence and certainty; remain in the dark about the meanings of key terms and you can lose the entire game in an instant.

A *Glossary* of pertinent terms, with listings of key definitions re this process, has been provided. The *Glossary* can save you much time in your quest for understanding, and the value of its annotations cannot be underestimated, because contained therein are insights—*code cracking*—not offered anywhere else. However, it is strongly recommended that you supplement your use of the *Glossary* with one or more of the generally accepted law dictionaries, such as Black's, Bouvier's, and Ballentine's. If you can afford it, get a copy of both the first and most recent edition (as well as others, if possible).

As you will soon learn, no law/code/statute/definition is actually ever repealed. This is an advent peculiar with the UCC. In the case of a controversy between an existing law/code/statute/definition and one that has been repealed, the repealed law/code/statute/definition controls (see UCC § 1-104). Also, the difference between the first and latest editions reveals how the Legal Masters of the World attempt to guide the destiny of all by continuously redefining—and confusing the meanings of—commercial/legal terms. In any event, find out the meanings of any term of which you are not certain. Do not take anything for granted.<sup>14</sup>

It is also recommended that you obtain a copy of the Uniform Commercial Code issued by your State, since the UCC reigns supreme throughout America and the world. All other codes and bodies of law are mere subsets of, and encompassed by, the UCC (see UCC 1-103)—and since no part of the UCC (as well as all other bodies of law, considered as supplementing the UCC) is ever repealed, obtaining a copy of the earliest edition available would be a good idea, as well. Universal commercial law is the functional “common law” of the planet, and is ingrained in the Articles and sections of the UCC. The entire “civilized” world—*i.e.* the cumulative mass of all governments, banks, courts, tax agencies, and corporations—now runs strictly in accordance with the rules of commerce as set forth in the UCC. Deal with the source: the UCC.<sup>15</sup>

Whereas the first two editions of this manual, of necessity—and because of the state of the art at the time of composition—dealt extensively with tactical measures for surviving the ever-present menace of the U.S. judicial and tax systems, this volume has rather simplified the entire matter, and points the way for a more wholesome, uninterrupted style of living, free of the inherent guile, treachery, and larcenous practices of contemporary “legal professionals,” taxmen, and government actors, by thwarting meritless attacks from such would-be pirates before anything can get rolling.

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<sup>14</sup> What you *know* can never hurt you. What you *do not know*, however, can kill you.

<sup>15</sup> A good source for a copy of your State's current UCC is West Group at (800) 344-5009.



## The Basis of the Con

You have been deceived and betrayed, and ravaged for your kindness and trust. However, by merely confronting the exact nature of the con you can be free of it.

Life no longer need be a dangerous and unpredictable affair.

Without taking up historical and legal details at this juncture—which are thoroughly addressed and documented in the supplementing essays and treatises in this manual, and which are mandatory reading for a full understanding of what has happened in America, as well as in most other countries of the world—suffice it that you have been swindled out of nothing less valuable than your birthright, your sovereignty, by an insidious lexical artifice: *corruption of your name*.

An ancient maxim of law states:

“In order rightly to comprehend a thing, inquire first into the names, for a right knowledge of things depends upon their names.”

Whereas, “John Henry Doe” would signify a true name<sup>16</sup> written in accordance with the rules of English grammar and the prescriptions of law, “JOHN HENRY DOE,” on the other hand, would not. A harmless variant of the original, you might say. A variant of the true name, yes—but the operative term is *corruption*, and it is anything but harmless. Names of men and women (and boys and girls) appearing in ALL-CAPITAL LETTERS, and even abbreviated versions (with/without initials, *etc.*) of true names with initial letters only capitalized, are corporate/corporately colored renditions of a *true name* and do not identify the being associated therewith; such names represent *property*, specifically intellectual property, though this fact is overlooked by almost everyone in society but the legal vampires whose existence is predicated on its exploitation.

### Corporate Names

Checking your driver license, credit cards, bank statement, IRS correspondence, traffic tickets, *etc.*, you will discover that government agencies, banks and other corporations, courts, and tax agencies deal with you exclusively through various corrupted versions of your true name. And these four types of organizations ruthlessly insist on dealing with you *only* via an all-caps/other corruption of your true name in any and all key documents, contracts, accounts, and agreements with them. Their computers are generally geared/formatted for dealing with nothing else. It is interesting that the military—an aspect of government—also designates its personnel exclusively in all-capital letters.

As you have seen throughout your life, corporations spell their trade names in any format, in any assemblage of letters—set in capitals, in lower case only, intentionally misspelled, with numerals, and even arbitrary, non-lingual symbols—that they wish: “SUNOCO,” “citibank,” “U-HAUL,” “Office DEPOT,” “HONDA,” “FOOD 4 LESS,” “RITE AID Pharmacy,” “Kmart,” “Toys ‘Я’ Us,” “HEWLETT PACKARD,” “4-Day TIRE STORES,” “VISA,” “YAMAHA,” “SEARS,” “COMPAQ,” “Toys 4 Tots,” “STATE FARM INSURANCE,” “Sav-on DRUGS,” *etc.*

Construction of these man-made, corporate trade names is not restricted by the bounds of English grammar and the prescriptions of law because they are fanciful trade names, one-

<sup>16</sup> True name: One’s given (Christian) name, plus the surname (family name). See *true name* in *Glossary*.

of-a-kind objects of intellectual property in themselves, and signify a unique, artificial person, a legal entity distinct from all others. Even your personal-computer spellchecker acknowledges this fact (type in any random set of upper- and lower-case letters on your screen and verify spelling; then change all letters into capitals and verify spelling again: no error will be indicated). Names constructed outside the bounds of English grammar and the prescriptions of law are corporate/corporately colored trade names. Legally speaking, there is a term that identifies such entities: "*ens legis*," defined as follows:

"*Ens legis*. L. Lat. A creature of the law; an artificial being, as contrasted with a natural person. Applied to corporations, considered as deriving their existence entirely from the law." Black's Law Dictionary, Fourth Edition, 1951, hereinafter "Black's 4<sup>th</sup>."

A trade name can also be trademarked, service-marked, and copyrighted by the owner for the purpose of restricting others from unauthorized use and unjust enrichment at the expense of the party/parties that invested in and built up the good name and reputation (good will) of said trade name in the public mind. Statutory entities must follow statutory law in such matters. Living, breathing, flesh-and-blood men and women, on the other hand, need only claim/assert their copyright under the common law.

"Common Law. As distinguished from law created by the enactment of legislatures, the common law comprises the body of those principles and rules of action, relating to the government and security of persons and property, which derive their authority solely from usages and customs of immemorial antiquity, or from the judgments and decrees of the courts recognizing, affirming, and enforcing such usages and customs; and, in this sense, particularly the ancient, unwritten law of England." Black's 4<sup>th</sup>.

### Meet Your Alter Ego<sup>17</sup>

Everything has two inherent aspects: its physical/mental/spiritual manifestation, and the abstract label describing it. This situation is characterized in semantics as the difference between the *territory* and the *map*, *i.e.* the thing and its label. Whereas water is tangible and can actually be experienced by the senses, the *word* "water" is only a symbol, an abstraction of the mind, and cannot be experienced; *i.e.* one cannot drink the *word* *water*.

The mind is capable of imagining unlimited varieties and configurations of abstractions. These include non-tangible concepts and mental constructs such as "the people," "nation," "corporation," "limited liability," "trust," and "government"—all entities *ens legis*. Other legal terms describing fictitious entities are "person"<sup>18</sup> and "artificial person." Such cannot be seen, nor touched, nor heard. Proper names set in all-capital letters, such as the one appearing on your driver license, are trade names and signify artificial persons. Your name in all-capital letters is no different from that of any other corporate trade name and signifies a legal entity separate and distinct from you, the living, breathing man/woman. The corporate, banking, taxation, legal, and governmental communities, collectively the "industrial community," use this name exclusively when conducting business with you. Via this name—and *solely because of this special name*—all manner of goods and services are conveyed/transmitted<sup>19</sup> for your benefit by all artificial-person entities *ens legis* in the industrial community. Such can interface with your straw man's all-caps TRADE NAME

<sup>17</sup> Alter ego: A second self; an inseparable friend.

<sup>18</sup> In law, a "person" is not flesh-and-blood, but artificial—a creature of law or contract, *i.e.* the contractual aspect of an actual man/woman, such as a "citizen," "driver," and "officer of a corporation".

<sup>19</sup> For a brief but thorough explanation of this phenomenon, *see transmitting utility* in *Glossary*.

because all involved/interested parties are artificial persons. Your role (as a man/woman) in this scheme will be revealed shortly, but at this point in the discussion you are inextricably linked with your all-caps STRAW MAN.

Your alter-ego *straw man* is defined as a “front,” a third party put up in name only for the purpose of taking part in a transaction, *i.e.* a mere nominal party in a transaction. The legal term describing such an entity is “*stramineus homo*,” a Latin term defined as follows:

“A man of straw, one of no substance, put forward as bail<sup>20</sup> or surety<sup>21</sup>.” Black’s Law Dictionary, First Edition, 1891, hereinafter “Black’s 1<sup>st</sup>.”

A nominal-party straw man can be very useful because its creator can then accomplish things in the name of the straw man that would not otherwise be permitted—*e.g.* secretly acquire property, do business with one’s enemies, *etc.* A creator always puts forth a straw man for self-serving purposes, and is normally the only one that knows the true nature of the straw man. Outsider parties in a transaction usually believe that the straw-man party is unaffiliated with other parties in the transaction, thereby giving the creator the advantage of an “extra man on the field.”

When your true name, written in accordance with the rules of English grammar and the prescriptions of law, is corrupted into an all-capital-letters format, a mutant straw man<sup>22</sup> is created. The new all-caps NAME is a legal entity (corporate/corporately colored) distinct from you, and is the only type of “person” with whom government, courts, taxmen, banks, and corporations will, in fact *can*, do business. If you do not believe this, just examine the documents you receive from these types of organizations (*i.e.* Social Security card, court records, credit cards, tax bills, permits, driver license, passport, bank statements, *etc.*). All name-entries are set in capitals exclusively—with the occasional exception of upper- and lower-case abbreviations, *i.e.* initials, *etc.*, and then usually only in correspondence. When some corporate/governmental entity is coming after you for payment you will never see your true name listed as the account holder (initial letters only capitalized) in the caption of their legal briefs, only the TRADE NAME of your straw man. Why? This is the only way they can do business—and that is exactly and only what it is: *business*.

Many grammar books and legal publications identify permissible methods<sup>23</sup> for displaying proper nouns (names), one of which is the U.S. Government style manual, A Manual of Style (2000). Chapter 17, “Courtwork,” spells out with examples acceptable ways for presenting names, 52 variations in all, and never once recommends an all-caps name format in court paperwork. Despite the conspicuous absence of such mandate, the caption of every single federal (and state, county, and city) court brief—without exception—contains name of plaintiff and defendant, petitioner and respondent, *etc.* in all-capital-letter-format exclusively. Since there is no legal authority requiring that proper nouns/names be set in capital letters, why is this practice permitted, indeed *enforced*, excluding all others?

<sup>20</sup> Bail: One who becomes the surety [see footnote immediately below] for the appearance of the defendant in court.

<sup>21</sup> Surety: A person who is primarily liable for the payment of another’s debt or the performance of another’s obligation.” Black’s Law Dictionary, Seventh Edition, 1990.

<sup>22</sup> Likewise, any other upper- and lower-case alteration/abbreviation of the true name, *e.g.* John H. Doe, John Doe; J. H. Doe, *etc.*, is also a straw man. Your true name is just that: your *true name*. Anything else, at least as regards the industrial community, is a straw man.

<sup>23</sup> For a comprehensive, unimpeachable treatment of this subject, see “Memorandum of Law on the Name” in *Appendix*.

The people of the world have been politically and financially ravaged because they do not know of their alter-ego, public-persona STRAW MAN. Bankrupt governments covertly create and use such straw men—TRADE NAMES, actually—for the purpose of “doing business” with said TRADE NAMES (without ever openly disclosing the practice) and siphoning wealth from otherwise sovereign men and women and conveying such proceeds into the coffers of their creditors, the masters of the Federal Reserve/IMF syndicate. After Redemption,<sup>24</sup> *i.e.* after redeeming/reclaiming your intellectual-property all-caps straw-man TRADE NAME, you can use the straw man for your own benefit, rather than endure its continued economic exploitation and the concomitant<sup>25</sup> economic subjugation associated therewith.

### Analyzing the Obvious

A landmark Supreme Court case of 1795, Penhallow v. Doane's Administrators (3 U.S. 54; 1 L.Ed. 57; 3 Dall. 54), defines governments succinctly: “governments are corporations.” Inasmuch as every government is an artificial person, an abstraction, and a creature of the mind only, a government can interface only with other artificial persons. The imaginary—having neither actuality nor substance—is foreclosed from creating and attaining parity with the tangible. The legal manifestation of this is that no government, as well as any law, agency, aspect, court, *etc.* thereof, can concern itself with anything other than corporate, artificial persons and the contracts between them. One might immediately dispute this statement by pointing out that people are acted upon by agents of government and are regulated, fined, imprisoned, plundered, brutalized, and killed by government officials every day. True, but let us step back from the fray and take in the whole macrocosm that we call “modern civilization.”

It is fairly obvious that a thing created can never be greater than the creator that brought it into existence. Please follow along with this syllogism<sup>26</sup>:

1. God created Man, and rules over Man; therefore Man can never be greater than, and can never rule over, God.
2. Man created government, an artificial entity, as a service facility/slave; therefore government can never be greater than, and can never rule over, Man.
3. Government then created corporations and corporately colored entities (also artificial persons/slaves), for the purpose of ruling over them (collecting revenue); therefore a corporation/corporately colored entity can never be greater than, and can never rule over, the government that brought it into existence.
4. Therefore: a corporation/corporately colored entity can never be greater than/rule over government; can never be greater than/rule over Man; can never be greater than/rule over God.

Despite the logic of this example, and as pointed out above, anyone can look around and see that the above hierarchy of rule is certainly not the case in America today, and likewise

<sup>24</sup> Redemption: The act of redeeming, or the state of being redeemed. Redeem: To recover from captivity or from total loss or alienation; hence to rescue in any way; deliver; ransom; as, to *redeem* goods from a pawnbroker, to *redeem* a nation. Funk & Wagnalls New Standard College Dictionary, 1947.

<sup>25</sup> Concomitant: Existing or occurring together; attendant.

<sup>26</sup> Syllogism: A logical scheme of a formal argument consisting of a major and minor premise and a conclusion, which must logically be true if the premises are true.

almost everywhere else.<sup>27</sup> Simple observation tells us that government rules over people, not the reverse. What is missing from the foregoing equation is the same thing that is missing in your awareness about your life: the existence of your straw-man TRADE NAME, plus your obligations coupled therewith. In the above example you, the man/woman, are described in categories 1 and 2. Your all-caps, *ens-legis* straw man falls in category 3, but till now you were not even aware of its existence at any level.

For purposes of ruling over flesh-and-blood people, such had to be somehow corralled into the artificial sphere, the only realm that government—being the slave of the sovereign men and women that created it—can dictate over. Here is the two-part, governmental artifice that facilitated this transformation. Government:

(1) Corrupted the true names of sovereign men and women into corporately colored, “mirror image,” all-capital-letter TRADE NAMES at the time of (falsely “required”) registration<sup>28</sup> of the biological property via the birth certificate,<sup>29</sup> and omitted informing people of the creation of the new newly created, *ens-legis*, corporate-franchise, “citizen of the United States”<sup>30</sup> TRADE NAME; and then

(2) Deceived the flesh-and-blood men and women of the sovereign constituency into unwittingly “voluntarily” contracting as surety\* for the TRADE NAME, concealing from the victims their new status, but also heartlessly<sup>31</sup> enforcing the new obligations without benefit of explanation.

\*“Surety. A person who is primarily liable for the payment of another’s debt or the performance of another’s obligation.” Black’s Law Dictionary, Seventh Edition, 1990, hereinafter “Black’s 7<sup>th</sup>.”

The device and practice under “(1)” above, committed via an officially authorized subterfuge known as a “legal fiction,”<sup>32</sup> opens the door so government actors can literally *pretend a false reality into existence* and then act on it without any obligation of notifying anyone about it. Under “(2),” actors in government have secretly created contracts of “suretyship” —

<sup>27</sup> One of only two *inhabited* jurisdictions on the planet where this is not the case is tiny Sark, a one-square-mile island nation in the English Channel, and the societal paradigm most closely approximating utopia on this, the third orb from the dwarf star Sol: population: 550; average Sarkee net worth: approximately \$10-million USD; types of taxes: alcohol and tobacco only; number of tax collectors other than for alcohol and tobacco: zero (curious taxmen are immediately arrested and placed in the dungeon, where they spend the night before being put on the first ferry off the island the next morning); other sources of government revenue: voluntary donations only (the only governmental revenue-raising project undertaken in the last 700 years was for two public toilets—all proceeds were voluntarily donated); number of tax treaties with other countries: zero; non-member of International Monetary Fund; non-member of United Nations; government leaders: 1 Seneschal and 1 Seigneur; members of parliament: 40 freehold (in allodium—*see allodium in Glossary*) property holders; countries with visa-free-travel for Sark passport holders: 80 (most of all passports). There are only two other such politically uncontaminated jurisdictions on Earth: one is burgeoning at this writing and the other is uninhabited.

<sup>28</sup> Registration of anything is a voluntary act of surrender of custody of the property and the establishment of an account (that can be charged) in the name given.

<sup>29</sup> The birth certificate is the official security instrument for the property, *i.e.* the name, which held (in trust) by the custodian, the State Registrar. For specifics *see birth certificate in Glossary*.

<sup>30</sup> The all-caps TRADE NAME is a 14<sup>th</sup>-Amendment, *artificial-person, corporate-franchise* “citizen of the United States,” the only kind of “U.S. citizen” in existence—as contrasted with an “American Citizen,” a sovereign, flesh-and-blood man/woman (*see* “The Demise of the American Constitutional Republic” in *Appendix*)—as well as an “individual,” *i.e.* “U.S. Government employee” (*see individual in Glossary*).

<sup>31</sup> For an entertaining perspective on the heartless nature of commerce, *see Wizard of Oz, The* in *Glossary*.

<sup>32</sup> Legal fiction: “Something assumed in law to be fact irrespective of the truth or accuracy of that assumption.” Merriam-Webster’s Dictionary of Law (1996).



but without informing prospective sureties—thereby establishing an ongoing Machiavellian scheme whereby a sovereign man/woman can be treated as the equivalent of his/her inert, inanimate, artificial, paper-and-ink, corporately colored counterpart (STRAW MAN) once the mark (intended victim in a confidence game) has been suckered into the “contract.”

### Suretyship<sup>33</sup>

*Suretyship* is defined as:

“The legal relation that arises when one party assumes liability for a debt, default, or other failing of a second party”; and

“The liability of both parties begins simultaneously. In other words, under a contract of suretyship, a surety becomes a party to the principal obligation.” Black’s 7<sup>th</sup>.

*Suretyship* is further clarified as follows:

“The contract of suretyship may be entered into by all persons who are *sui juris*\*, and capable of entering into other contracts....” Bouvier’s Law Dictionary, Sixth Edition, 1856, hereinafter “Bouvier’s 6<sup>th</sup>.”

\*“*Sui juris*. Lat. Of his own right; possessing full social and civil right; not under any legal disability, or the power of another, or guardianship.” Black’s 4<sup>th</sup>.

A surety is equally liable for the obligations of the principal he is bonded with. However, as you can see in the Bouvier’s definition above, only a *sui juris* man/woman is capable of becoming a surety. Examining the definition of “*sui juris*” more closely, you can discover that this is an artfully watered-down, camouflaged term for the legal equivalent of a *sovereign*: “Of his own right;...not under...the power of another...”

Re suretyship, what this means is that, in the eyes of the law, only a *sui juris*, sovereign, self-governing, responsible man/woman possesses, and can exercise, full right and power, and is legally qualified and eligible, for being hoodwinked, conned, deceived, bamboozled, swindled, shafted, cheated, hornswoggled, defrauded, scammed, duped, tricked, trapped, and suckered into becoming a surety for his/her intangible, artificial, mirror-image, paper-and-ink, straw-man TRADE NAME.

Hence, the following inescapable conclusion:

***Were you not such a sovereign, self-governing, sui juris, responsible party in the first place, you could never have become a surety for anyone/anything else (STRAW MAN) anytime thereafter.***

Thus, we have uncovered the answer for the apparent conundrum cited above re government ruling over Man: a sovereign man/woman has the sovereign right and power for contracting away his/her sovereign rights and power if he/she, in his/her sovereign capacity, so chooses—otherwise legally known as an *unconscionable bargain*,<sup>34</sup> but “business as usual” for the Legal Masters of the World. And your self-appointed rulers need only the

<sup>33</sup> For a comprehensive examination of this most significant of subjects concerning all “citizens of the United States,” see “The Curse of Co-Suretyship” in this section.

<sup>34</sup> Unconscionable bargain: A contract which no man in his senses, not under delusion, would make, on the one hand, and which no fair and honest man would accept, on the other. Black’s 1<sup>st</sup>.

minutest justification for inflicting the full fury of their wrath upon you. Until recently, all such "contracts" were secret, invisible, and unknown for everyone but the man-haters that devised them and the hellhounds that enforce them. In your particular circumstance the artificial, all-caps STRAW MAN is the principal, and *you*, the living, breathing, flesh-and-blood man/woman, the unwitting surety.

### The Underlying Con *Beneath the Con*

Likely you are following this essay and have a good grasp of the concepts set forth so far and are interested in carrying forward and gaining more understanding about how these things apply in your life and what you can do about it. But let us digress for a moment.

A great number of Americans have figured out that the all-caps corruption of their true name is somehow being used against them, and we shall thoroughly address that issue momentarily. However, there is an even subtler con underway concerning the *name*, and it has been so well designed and orchestrated that almost no one has even conceived of the possibility of its existence. Although knowledge of this particular stratagem<sup>35</sup> is not necessary for application of the practical remedies contained herein, there is no surety in existence that cannot benefit from its revelation, no matter the degree of understanding. It reflects the very essence, basis, and nature of your position in American society.

Let us take two entities, one actual—the *man/woman known as the king/queen of the State of Great Britain*—and one artificial—the *State of United States*<sup>36</sup> (a sub-jurisdiction under aegis of the Crown, a front for the Legal Masters of the World)—and examine a peculiar right claimed by each. The sovereign in Great Britain must consent before he/she can be sued in the royal courts. *United States*, the "proclaimed sovereign"<sup>37</sup> on this side of the Atlantic, must also consent before it can become the subject of a lawsuit in its own courts:

"The sovereign, whether the term be used with respect to a state or to the chief ruler of one, is accorded an immunity from suit in courts of justice. This doctrine obtains both in England and in this country.... It is a general rule that the sovereign cannot be sued in his own court without his consent..." From the definition of *sovereign*, Bouvier's 8<sup>th</sup>.

How is it that any such claim of right can be made by these parties? Why must we obtain permission before suing either of them? The answer for these questions reveals a tactical source-point of the current physical, mental, and spiritual dilemma facing mankind.

### "Appellation"

*Appellation*, a rather obscure word in the English language, is defined as follows:

"[a. Fr. *appellation* (13<sup>th</sup> c., ad. L. *appellation-em*, of action f. *appellāre* <to accost, address, call upon>...]

"I. Appealing, appeal [from O.Fr. *apeler*.] *Obs.*

"1. The action of appealing to a higher court or authority against the decision of an inferior one; the appeal so made..."

<sup>35</sup> Stratagem: A maneuver designed to deceive or outwit an enemy in war; a deceptive scheme for obtaining an advantage.

<sup>36</sup> *United States* is a singular proper noun and represents a city-state domiciled in Washington, DC.

<sup>37</sup> This is a hoax perpetrated via the doctrine of *legal fiction*, i.e. pretending a false reality into existence. No artificial person can be sovereign/self-determined over anything. The sovereign in America is the *sovereign constituency*, i.e. the people, the American Citizens. See *sovereignty* in *Glossary*.

- “b. Ground of appeal, title, claim. *Obs. Rare.*
  - “2. *gen.* The action of appealing or calling on; entreaty, or earnest address. *Obs.*
  - “II. Calling, designation [from later Fr. *apeller*, or L. *appellāre*.]
  - “3. The action of calling by a name; nomenclature.
  - “4. A designation, name or title given: a. to a particular person or thing.
  - “b. to a class: A descriptive or connotative name.”
- The Oxford English Dictionary, 1971.

- “1. A name or title.
  - “2. The act of naming or calling.”
- Funk & Wagnalls Standard Dictionary of the English Language, Int’l Edition, 1958.

“Act of calling by a name;...a name or designation”  
Webster’s Collegiate Dictionary, Fifth Edition, 1947.

*Appellation* is spelled identically in both French and English. In French, the word means:

“*n.f.* appealing, calling, naming, appellation.”  
Cassell’s French-English and English-French Dictionary.

Though this word has come our way through French, its ultimate origin is Latin:

“*Appellāt o, ōnis, f. accosting; appeal; calling by name; name, title; pronunciation.*”  
Burt’s Latin-English Dictionary, 1926.

The word *accost* appears prominently in the Latin origin of *appellation* and is defined as:

“To speak to first; address; greet...”  
 “Manner or act of addressing; greeting.”  
Funk & Wagnalls Standard Dictionary of the English Language, Int’l Edition, 1958.

This and other French words made their way into the English-speaking world courtesy of the Norman French attorneys accompanying William of Normandy, a/k/a Duke of Normandy and William the Conqueror, following the inglorious Battle of Hastings (England) in the year 1066 A.D. The corrupted French dialect of the Normans was then immediately installed in the legal system, and Englishmen unlearned in the new language (*i.e.* nearly all) were thereby effectively foreclosed from any adequate legal defense of themselves and their property against the tyrant king’s esquires<sup>38</sup> in the courts—and so experienced economic annihilation. As with many other impediments in the language of the legal system, Norman French attorneys are at the bottom of the obscurity of the word *appellation*, as well.

Of the first four definitions of *appellation* in The Oxford English Dictionary, hereinafter “OED,” (the world’s most respected lexical authority), we are told that three of them are *obsolete* (“*obs.*”); the only “valid” one being “1,” *i.e.* “The action of appealing to a higher court or authority against the decision of an inferior one; the appeal so made,” even though the so-called “obsolete” usages are in complete harmony with the only “modern” definition.

The reason proper usage of this word is labeled “obsolete” by the king’s esquires on staff at OED; the reason this word is not defined in law dictionaries; the reason most people believe

<sup>38</sup> Esquire: Attorney.



that an *appellation* is nothing but an archaic synonym for a *name* (e.g. "Christian appellation"); the reason people generally have a *reverse conceptual understanding* of the meaning of this obscure term is the same reason that Big Brother calls himself/itself a "sovereign," and you, a "subject," and why you must first obtain permission from the Crown/United States<sup>39</sup> before suing: political subjugation and compelled allegiance (another word with Norman French origins).

As can be seen from the etymologies and definitions above, *appellāt o* is the Latin root for "an appealing to," "a calling out to," "a pronouncing of a name/title," "an accosting (a speaking to, addressing, greeting of another)"—the idea of a "name" is a secondary, derivative aspect. Consulting the original Latin meaning, and later French usage, the essence of an appellation is "the action of making an appeal/calling out/addressing another," i.e. "an act for getting another's attention." One makes contact with another by emitting an *appellation*. Even when considered as a name, an appellation is not a crippling, ball-and-chain claim on your existence; as a sovereign, your appellation is merely your cue/signal that someone is reaching out and desires communication from/with you. This is why the so-called "sovereigns," the Crown and United States, require that their approval be obtained before suit is initiated: they evaluate the appellation and decide if they want it.

Sadly, most people have identified with their name and believe that when it is called they are obligated in responding as requested/ordered, as though use of the name somehow exerted control over their freedom of locomotion and the disposition of their personal property. This is wrongheaded—but those who control the publishing of textbooks and newspapers and dictate over government, the media, and the legal system have nevertheless successfully inculcated<sup>40</sup> this infirmity into our collective consciousness.

A name is a piece of property—and can even be copyrighted. *You are not your property/ not your name.* An appellation differs from a name in that it is something that originates with another: it is an earnest plea for communication. The so-called obsolete-definition "2" in the OED is the true, modern meaning of the term:

"The action of appealing or calling on; entreaty, or earnest address."

Others use an appellation for addressing you, accosting you, calling out for you, making an appeal of you, and getting your attention—and what you do following such appeal is entirely your own choosing. This is as true for your neighbor down the street as it is for an IRS agent. When someone makes an appellation for the purpose of taking legal action against the Crown, the Crown takes note of the appellation and issues a decision. Any sovereign must *agree* that he can be sued and that he is liable before another can proceed against him—and this is true for any sovereign, including you, irrespective of any lack of awareness on your part of your own omnipotence.

People in America have lost sight of the fact that they are sovereigns and that nothing can be foisted upon them without their agreement. This is a fact of life, not an invented truth of this text. No one can be legally victimized without his/her consent. However, we have been beaten down by the legal system with such vehemence, taxed (robbed) with such righteous fervor, and brutalized and even killed by officers of our own government with such callous

<sup>39</sup> United States Inc. has long since waived immunity virtually across the boards based on corporate status and activity.

<sup>40</sup> Inculcate: To impress upon the mind by frequent and emphatic repetition, instill.

indifference for so long that people have lost sight of who the boss is and who the servant is—and who they really are.

A name is a piece of property; it is not the living, breathing, flesh-and-blood man associated therewith. When someone asks for your name—and you give it to him—you voluntarily surrender your property and consensually agree with whatever he wants to do with it. In the case of a judge, this can be extremely dangerous. All the different names you have gone by throughout your life are simply means of addressing you, ways of calling you, and have no more importance than you accord them. If you choose to respond when someone uses your property (your common-law-copyrighted name) to get your attention, and then go into contract, that is your sovereign, self-determined choice. Take a look at the following exchange (“Judge” could just as easily be replaced with “Officer,” “Detective,” “Agent,” etc.):

Judge: *What is your name?*

Sovereign: *No, it is not.*

Judge: *What do you mean?*

Sovereign: *I mean “What” is not my name.*

Judge: *I am asking for your name.*

Sovereign: *Well, I have lots of names. Which one are you talking about?*

Judge: *I’m talking about your real name. What is it?*

Sovereign: *My parents call me “son,” my friends call me “Lefty,” and my dog calls me “Woof!” These names are very real to me and I usually respond to each. What name are you interested in?*

Judge: *I’m not interested in playing word games with you—and you will show respect for this court! Are you “JOHN HENRY DOE”?*

Sovereign: *The name you just mentioned is common-law-copyrighted property, and I am the owner of that particular property. In fact, I have given public notice of my ownership of that property by publishing in the newspaper. If you want to use that piece of property again I need to inform you that there is a fee for its use, set forth in the Copyright Notice, and it’s a fairly steep fee, but I will waive the charge you just incurred if you elect not to use it again. What would you like to do?*

Judge: *I don’t know what you think you’re doing, Mister, but you’re about to get into deep trouble.*

Sovereign: *“Mister” is not a name of mine.*

Judge: *Look, whatever-your-name-is, I am commanding you to identify yourself or be held in contempt of court! Bailiff!*

Sovereign: *I apologize for any misunderstanding, because it is certainly not my intention to show contempt for this court. I am only interested in protecting my property rights. Are you commanding me to surrender my private property for your use without compensating me?*

Judge: *I most certainly am not; I am merely asking for your name.*

Sovereign: *Well, my name is my property and I do not give away any of my names for the use of others without being compensated in accordance*

with the use-fees as published in my Copyright Notice. As far as I can tell, the only reason you want the name is to use it so the court can make money. Is that correct?

Judge: *That is not correct! I need to know who you are so we can proceed with the business of the court.*

Sovereign: *You bring up a good point: If you do not know who I am, then why do you want you do business with me, and why are we here?*

Judge: *You are testing the limits of my patience, sir. GIVE ME YOUR NAME!*

Sovereign: *You want to know what to call me?*

Judge: *That would do fine.*

Sovereign: *You can call me "Secured Party."*

Judge: *This is not going to go on much longer, my friend! Very well, Mr. Secured Party. Where do you live?*

Sovereign: *I live within the confines of my skin.*

Judge: *(Dropping his head into his hands, slapping his forehead with both palms, then looking up.) WHAT IS YOUR ADDRESS?!*

Sovereign: *I don't have an address. See for yourself (slowly does a 360° spin, arms held away from body).*

Judge: *Where do you sleep at night?*

Sovereign: *In a bed, usually. Sometimes, in a sleeping bag.*

Judge: *I mean, which building do you sleep in at night?*

Sovereign: *Like I said, I don't sleep in a building. I sleep in a bed.*

Judge: *Sir, Secured Party, whoever you are...you can have a seat over there and we will take this up after lunch!*

Nothing got started, and nothing ever got started, even after lunch. The sovereign was truthful and respectful the whole time—and he never gave away his private property for the use of the court (who would open an account and lodge pecuniary<sup>41</sup> charges in it). The sovereign kept his cool because he knew that the only thing the judge wanted him to do was voluntarily surrender his private property for the use of the court—without compensation. The judge knew that the sovereign understood what was happening, and so gave up. Once you understand that this is all that is going on in a courtroom (and elsewhere), then you will be able to think on your feet and make the right moves, too.

The world runs on the initiative of about 5% of the people (target audience of this manual); the rest need orders. The consensus of the other 95% on the subject of one's relationship with government, banks, tax agencies, courts, and corporations (all separate realms) is defective in that such inert abstractions have been accorded superiority over living beings. Governments are transitory mental contrivances set up by the clever few for the purpose of living off the efforts of the trusting many—a generalization, yes, but also the truth.

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<sup>41</sup> Pecuniary: Of or relating to money.

That you may have, at some point, lost sight of the fact that you are sovereign is not a denigration<sup>42</sup> of who you are. The entire population of this country, *this planet*, has been systematically shafted through inconceivably complex mechanisms in the field of commerce, law, and finance by the same small tribe of brilliant sociopathic madmen hell-bent on its subjugation. You cannot disparage yourself because you fell prey, along with others, and were betrayed by those in whom you placed trust. But you can begin dealing with the situation from the proper viewpoint, and that is as a self-governing, fully accountable, responsible man/woman who *can* control—and is *in* control of—his/her own political/economic destiny, despite the apparently overwhelming odds stacked against you.

Knowing that “you are not your name,” that you, the sovereign, can take legal possession of your name in all its forms (like any other piece of property), and that the option of accepting/rejecting any “appellation” from any party that comes your way is strictly yours in your sovereign capacity, will speed your course. The real-life, proven, practical solutions contained in this handbook are humbly tendered for assisting you in accomplishing these aims, actualizing your true nature, and enjoying the realization of your dreams.

### Unrevealed Obligations

There are 60+ million statutes on the books and over three million *different* law books on file in the Library of Congress.<sup>43</sup> Your straw man—and you by default, as surety—is responsible for knowing and complying flawlessly with the letter of the law in every single statute in existence,<sup>44</sup> because “everyone is presumed to know the law” and “ignorance of the law is no excuse.”<sup>45</sup> If the Word Manipulators who claim the legal title of the straw man with which you are presumed contractually unified, decide that they will tax, fine, regulate, rob, incarcerate, and possibly even kill the abstract straw man, then you, the physical/biological being, “go along for the statutory ride” and experience the consequences in reality. In such legal status you are devoid of capacity<sup>46</sup> for asserting/enforcing any rights; you have no standing in law, *i.e.* a slave cannot sue his master/owner.

Through other such governmental legal fictions, with penalties for things as innocent as paying your straw man’s Social Security payroll taxes, accepting “free” delivery of mail from the United States Postal Service, and taking out licenses issued in the straw man’s TRADE NAME, otherwise sovereign men and women are unwittingly set up to have their lives utterly destroyed by Big Brother for “voluntarily” contracting as a surety for the straw man. As it turns out, the STRAW MAN is also responsible, jointly and severally<sup>47</sup> with other straw-men-debtor Social Security Account-holders, for payment of the “national debt”<sup>48</sup>; thereby making any man/woman with a Social Security card in his/her possession equally liable, as a co-surety,<sup>49</sup> for payment of the national debt.

<sup>42</sup> Denigrate: To slander, cast aspersions on; sully; defame.

<sup>43</sup> Three million average-size law books take up approximately 80 linear miles of library bookshelf space.

<sup>44</sup> At the inception of this country a man faced a total of only three possible crimes: Treason, Counterfeiting, Piracy.

<sup>45</sup> Origin of this saying: Hanging of the Witches, 1655.

<sup>46</sup> Capacity: Ability; qualification; legal power or right. See *capacity* in *Glossary*.

<sup>47</sup> Jointly and severally: In a fashion both common/shared, as well as distinct/separate; meaning that while there may be multiple debtors who are mutually liable for the same obligation, the entire obligation may be obtained from any single debtor.

<sup>48</sup> The so-called “National Debt” is the financial obligation of the U.S. Government claimed by the Federal Reserve Bank, based on use of the Fed’s private property, (valueless/unredeemable) Federal Reserve Notes, as currency.

<sup>49</sup> Co-surety: A surety who shares the cost of performing suretyship obligations with another.



The Social Security Account is the straw man's account and is listed in your straw man's "TRADE NAME," not your "True Name." In *Helvering v. Davis* (301 U.S. 619, 57 S.Ct. 81 L.Ed. 1307, 904), the U.S. Supreme Court ruled that Social Security is neither an insurance nor a retirement program, but a *welfare* program.<sup>50</sup> Because of this fact, application for, and use of, a Social Security Account Number (SSAN), for one thing, is a tacit confession that one is so incompetent in managing his/her own affairs that he/she must appoint the U.S. Government as his/her "guardian" and seek eligibility for welfare payments. Such defective status is also known by other names, such as "child of the state" and "ward of the court,"<sup>51</sup> and is legally known as the doctrine of "*parens patriae*,"<sup>52</sup> wherein the state is considered the legal parent/guardian of those "under disability," and "unable to care for themselves." When you paid the first penny of the straw man's Social Security payroll taxes you executed the contract and confirmed that the straw man—and you by default (as surety)—was a child of the state, incapable of managing its own affairs, and needful of guardianship.

Also, in *Flemming v. Nestor* (363 U.S. 603, 4 L.Ed.2d 1435, 80 S.Ct. 1367 (1960))<sup>53</sup> the U.S. Supreme Court ruled that those who have paid in Social Security taxes over their lifetime have no vested interest in Social Security. *No vested interest* means that payment of Social Security benefits from the Social Security System is optional/discretionary and not obligatory. Thus, by law and by contract, when a Social Security taxpayer retires, FICA/Social Security System has no obligation for compensating the retiree/taxpayer. This is another reason why Social Security is an unconscionable bargain/contract.<sup>54</sup>

All of your accounts, certificates, securities, licenses, permits, *etc.* are in the name of your *ens-legis*, straw-man TRADE NAME. All accounts are the straw man's accounts, not yours. You are the *surety* attached thereto, and the party that everyone goes after for payment and specific performance because, between you and the straw man, you are the only one with the warm breath capable of fogging a mirror. You are a sitting duck waiting to be blasted until you rectify this situation—and this is where the concept of "Redemption" enters in.

### Doing Business Under Your TRADE NAME

Corporate names, corporately colored names, trade names, marks, trademarks, and service marks are private property of *someone*, and all can be claimed as such. Government accepted custody of the name (property) when the newborn was registered via the original birth record/document. The straw man was "born"<sup>55</sup> on the first document emitted by government that referenced the name, if not on the original record/document itself. Sometimes the initial document is the Social Security card; sometimes it is a "CERTIFICATE OF LIVE BIRTH." There are literally dozens of variations of the birth certificate, as harmless as "Hospital" birth certificate and as profound as "Department of Commerce" and even "Federal Security Agency" birth certificates. However, because everything about you is notated/registered/assigned/listed/vested in the name of, and accessed via, the straw man's TRADE NAME, all property is considered the straw man's property for purposes of acting

<sup>50</sup> See "The Curse of Co-Suretyship" Section 3 for details.

<sup>51</sup> Wards of court: Infants and persons of unsound mind. *Black's 4<sup>th</sup>.*

<sup>52</sup> *Parens patriae*: [Latin "parent of his or her country"] The state regarded as a sovereign; the state in its capacity as provider of protection to those unable to care for themselves. *Black's 7<sup>th</sup>.*

<sup>53</sup> See "The Curse of Co-Suretyship" Section 3 for details.

<sup>54</sup> For a comprehensive treatment of the Social Security confidence game and the enormous liabilities of co-suretyship, see "The Curse of Co-Suretyship" in Section 3; must-reading for anyone with a Social Security card.

<sup>55</sup> The legal definition of the word "birth" in *Black's 1<sup>st</sup>* accommodates both the animated life of the newborn baby and the statutory creation of the straw-man TRADE NAME: "Birth: The act of being born or wholly brought into separate existence."

out the charade that anyone other than the state owns anything.<sup>56</sup> However superficial this policy may be in terms of what actually transpires when a citizen finds himself in one of Big Brother's shakedowns, it is nonetheless an essential public relations tool for maintaining order within the flock as individual sheep are cornered and shorn.

In terms of finance, commerce, and law, the entire planet actually functions in a mirror-image world of reality, anchored by private money that represents liability—not substance—i.e. Federal Reserve Notes, "FRNs." We all live in a corporate bubble, *literally* the "Federal Reserve/IMF Plantation." Government, a bankrupt front and sham entity for the Federal Reserve/IMF creditors, has no other way of doing business with you and managing the accounting ledgers other than by using the name of the artificial person contrived from your true name set in capital letters/abbreviated:

True name, initial letters only capitalized = *de jure*<sup>57</sup>/solvent/sovereign/flesh-and-blood/American Citizen/creditor

ALL-CAPS/abbreviated TRADE NAME = *de facto*<sup>58</sup>/bankrupt/subject/ink-on-paper/"citizen of the United States"/debtor

Under the current paradigm,<sup>59</sup> there is no other way the industrial community can do business with you<sup>60</sup>—and that is all it is: *business/commerce*. Your TRADE NAME is the name by which all of your products and services are identified and known in commerce.

### Trademarks

*Trademark* is defined as:

"A word, phrase, logo, or other graphic symbol used by a manufacturer or seller to distinguish its product or products from those of others. • The main purpose of a trademark is to guarantee a product's genuineness. In effect, the trademark is the commercial substitute for one's signature.... In its broadest sense, the term *trademark* includes a servicemark. — Often shortened to *mark*...." Black's 7<sup>th</sup>.

Your true name cannot be classified as a "word, phrase, logo, or other graphic symbol" because it is constructed in accordance with the rules of English grammar. Your true name corrupted into an all-capital-letters format, however, eminently qualifies as a "word, phrase, logo, or other graphic symbol" and also a "commercial substitute for one's signature," because such an assemblage/concoction of letters cannot be defined/classified in any other way. The ALL-CAPS realm is a corporate realm and none other.

*Common-law trade-mark* is defined as:

"One appropriated under common-law rules, regardless of statutes." Black's 4<sup>th</sup>.

<sup>56</sup> "...The ownership of all property is in the State; individual so-called ownership is only by virtue of government, i.e. law amounting to mere user; and use must be in accordance with law and subordinate to the necessities of the State." See Senate Document 43, 73<sup>rd</sup> Congress, 1<sup>st</sup> Session in *Glossary*.

<sup>57</sup> *De jure*: Of right; legitimate; lawful; by right and just title. In this sense it is the opposite of *de facto*.

<sup>58</sup> *De facto*: This phrase is used to characterize an officer, a government, a past action, or a state of affairs which must be accepted for all practical purposes, but is illegal or illegitimate.

<sup>59</sup> Paradigm: Any pattern or example; model.

<sup>60</sup> For documentary proof of this fact from the Federal Reserve, see "How to Sign Your Signature Without Liability" on page 315 in Section 10, Handling Presentments.

This is why you need not consult statutory law and secure approval from any governmental agency in appropriating (claiming) and enforcing a common-law copyright on your trademark,<sup>61</sup> i.e. your "TRADE NAME."

Your services (labor) are delivered, billed, and paid for via this trademark/servicemark, which encompasses everything about you in the world of commerce because it is via that entity that commercial interface is achieved. When we lost the gold-backed currency we lost personal accountability and took on corporate limited liability; we lost the capability for *extinguishing* (terminating) a debt with substance (gold), and took on the mechanism for merely *discharging* a debt (placing the debt in limbo/suspension) with privately owned liability instruments (FRNs). Your TRADE NAME/trademark is your ticket for doing business with the modern, bankrupt industrial community, and uniquely identifies all products and services brought into existence by your hand. Your only real shortcoming was that you were unaware that your TRADE NAME/trademark was just that. You have been conducting your life as though you were dealing with other true-name, sovereign men and women, when in actuality both you and the people you have been dealing with have been operating via a camouflaged, corporately colored, artificial-person TRADE NAME trafficking in privately owned, valueless Federal Reserve Notes.<sup>62</sup> The reason that all industrial-community computers have only "all-caps capability" for displaying the names of customers should now be clear.

### Sovereignty<sup>63</sup>

*"The Federal Reserve is not an agency of Government. It is a private banking monopoly.... The policies of the monarch are always those of his creditors."*

Congressman John R. Rarick, *Congressional Record*, February 1, 1971

The dilemma of operating in today's political environment pans out like this: almost every government in existence has been bankrupted by the same, small tribe of Luciferian shysters, and the notion of a trustworthy, principled, and self-determined politico is a subject reserved for the history books.<sup>64</sup> As Congressman Rarick so astutely pointed out 30 years ago, the *actual* sovereigns are the creditors in finance/commerce, not the national puppets promoted on TV and in the newspapers. The disinformation circus run by the media (also a controlled monopoly of the Money Power) is an indispensable component of the global con because the Federal Reserve creditors are so few in number they could easily be

<sup>61</sup> "The use of trade-marks is as old as commerce itself. The conventional trade-mark is a part of what is called 'the symbolism of commerce' (Browne on Trade-marks, Second Edition, Sections 1, 26)." *Ruhrat v. The People of the State of Illinois*, 185 Ill. 133; 57 N.E. 41.

<sup>62</sup> The proclaimed "value" of Federal Reserve Notes, FRNs," is their so-called "purchasing power," which amounts to nothing more than people's collective lack of awareness of the con. For a very brief period in history FRNs could be redeemed for lawful money, but that facility vanished with the lawful money. FRNs can no longer be redeemed for anything of value (including the debased, token metallic coins in circulation). People *have confidence* that FRNs will continue being accepted in exchange for items of substance, so people keep accepting FRNs in exchange for the goods and services they offer. The only "value" of a FRN is its prospect for being accepted by the next guy in exchange for the goods and services he is selling. FRNs are fiat (by decree) money issued by the holders of the monopoly on the medium of exchange, and penalties for their use are enforced via military and quasi-military measures. See *Secretary in Glossary*.

<sup>63</sup> Sovereignty: Supreme dominion, authority, or rule. *Black's 7<sup>th</sup>*. "Sovereignty itself is, of course, not subject to law, for it is the author and source of law..." *Yick Wo v. Hopkins*, 118 U.S. 356; 6 S.Ct. 1064 (1886).

<sup>64</sup> Although others may exist, Congressman Ron Paul from Texas is the only contemporary DC politician that your authors are aware of who is an exception re this characterization.



exterminated—*so they believe*—if identified by even a small segment of the population. People must be *made to believe* that governmental leaders are acting autonomously, with the best interests of the people at heart, if the scam has any chance of enduring.

When a sovereign borrows/accepts credit, he/she takes on a creditor, and the creditor inherits supreme claim over the sovereign's realm. The "laws" of the U.S. Government are the *policies* of the Federal Reserve/IMF creditors—officially, corporately, legally, and otherwise.<sup>65</sup> Politicians are now even called "policy-makers," instead of just their original (spurious) moniker, "lawmakers." "Public policy" is the watchword and credo of all U.S. political and judicial (legal) undertakings. The creditors dictate over the full spectrum of governmental activity in America with an iron fist—from the highest office in the land, all the way down into a governmental activity as apparently mundane as "parking tickets" (leading source of revenue for all major, and many smaller, American municipalities).

A sovereign is the author and source of all law in his own realm, a subject of no one. If the creditor is the one who sets the policy (makes the laws) of the monarch, it is easily discernible that the *real sovereign* is the creditor of the U.S. Government, not the smiling politician chirping sound bites and performing for the camera. How does one get established as a creditor/sovereign and become the author and source of all law with which one is associated? Answer:

***By becoming the sole source and arbiter of all terms and conditions of every private, consensual contract under which one "does business" with Big Brother, and all others, as well.***

This is an apparently tall order at first glance, but realistically attainable if equipped with the right knowledge.

### Consensual Contracts

A member of the sovereign constituency is guaranteed many rights under the Constitution of the United States of America, 1787. Possibly the most significant paramount right is that of contracting with whomever one desires and, in such event, that any obligations associated therewith shall not be impaired by any outside (third) party. The most widespread, debilitating malady currently afflicting nearly all sovereigns in America is the proclivity for capitulating when pressured by one of Big Brother's operatives, e.g. attorneys, judges, traffic cops, IRS agents, etc., and consenting and doing business under whatever terms said operative dictates.

This affliction is contracted in a number of ways, one of which is through ignorance of the true nature of modern government, i.e. a for-profit, insolvent, commercial undertaking. Having left the realm of a *de jure* political operation "of, by, and for the People" upon incorporation in 1871,<sup>66</sup> all governmental business in America today is strictly private, confirmed in Clearfield Trust Co. v. United States (318 U.S. 363; 63 S.Ct. 573 (1943)):

<sup>65</sup> All U.S. "law" is copyrighted property of the following British corporations: the Thompson Group, LLC, LTD, with offices located in Montreal, Quebec, Canada owns, inter alia: West Publishing Company; Barclays West Group; Bancroft Whitney; Clark-Bordman, Callaghan; Legal Solutions; Rutter Group; Warren, Gorham & Lamont; Lawyer's Coop; Reed Elsevier owns, inter alia: Lexis; Deerings Codes. It has also been confirmed that Black's Law Dictionary is copyrighted British law.

<sup>66</sup> The U.S. Government incorporated as a for-profit, commercial enterprise in the Legislative Act of February 21, 1871, Forty-first Congress, Session III, Chapter 62, page 419, and chartered a Federal company entitled "United States," i.e. "United States [1871]," a/k/a "US Inc.," a "Commercial Agency" originally designated as "Washington,

"Governments descend to the level of a mere corporation and take on the character of a private citizen [*as an issuer of private, corporate, commercial paper, i.e. securities*]... For purposes of suit, such corporations and entities are regarded as an entity entirely separate from government."

When an American sovereign is approached by any of the numerous kinds of government revenue agents acting on behalf of the Federal Reserve creditors, the contact is for the purpose of *collecting debt*<sup>67</sup> (Federal Reserve Notes = debt), *not* lawful money (gold and silver coin), and not for anything as far-fetched as securing the noble ideals espoused in the Declaration of Independence and the Constitution, and otherwise generally associated with "the American way of life."<sup>68</sup>

When Big Brother's hatchet men come calling, they grant you full importance and respect for the sovereign that you are; *i.e.* for knowing that all your actions are self-determined, and for knowing exactly what you are doing and with whom you are doing it. You see, all government and quasi-governmental actors are just out there beating the bushes, scaring up business, and it is fully expected that you, the sovereign, are aware of this fact. Giving you an education on civics and current events (national bankruptcy, non-substance commercial scrip<sup>69</sup> for currency, sham government, occupation by foreign military officers,<sup>70</sup> unconscionable co-suretyship obligations<sup>71</sup> for the debt of the U.S. Government, *etc.*) is not part of their job description. Therefore, whenever you enter into an exchange with a government revenue officer you provide tacit consent and "execute" the contract established thereby (government's paramount objective—*above all others*—is acquisition of your wealth/money/property/assets).

This phenomenon is no different than walking into a restaurant, examining the menu, and then placing an order when approached by the waitress: it is expected that you know what you are doing, that you know you are fully liable for the meal you order and consume, and that you will pay the bill when it arrives. The contract so formed is called an implied contract, and is based solely on consensual conduct, rather than express (written) agreement—*i.e.* if you place an order for food you also tacitly consent and accept full responsibility to pay for it. Government-type "waiters/waitresses" (code-enforcing revenue officers) do nothing but "work the shop" (patrol corporate US turf), looking for "customers" (unwary, trusting, sovereign American men and women) who "wander in" (are not aware of the difference between *de facto*-US-statutory-law and *de jure*-American-common-law jurisdictions), and "write up orders" (cite/assess code infractions) which are eventually "paid for by the customer" (extorted from the sovereign American) on his way out the door (in exchange for the sovereign American's freedom of locomotion).

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D.C.," in accordance with the so-called 14<sup>th</sup> Amendment, which the record indicates was never ratified [*see Utah Supreme Court Cases, Dyett v Turner, (1968) 439 P2d 266, 267; State v Phillips, (1975) 540 P 2d 936; as well as Coleman v. Miller, 307 U.S. 448, 59 S. Ct. 972; 28 Tulane Law Review, 22; 11 South Carolina Law Quarterly 484; Congressional Record, June 13, 1967, pp. 15641-15646*].

<sup>67</sup> Every single type of attempt at collecting money, including income tax liens, levies, and garnishments and even parking ticket fines, is legally classified as "debt collection"—and falls under the *Fair Debt Collection Practices Act*—because the object of the collection (currency/"money") consists strictly of debt instruments (Federal Reserve Notes): Collection of Federal Reserve Notes = Collection of *debt*.

<sup>68</sup> "The land of the free and the home of the brave" has the highest per-capita incarceration/imprisonment rate of any country in the world, an astonishing fact.

<sup>69</sup> Scrip: Paper money issued for temporary use in an emergency.

<sup>70</sup> For details about foreign military occupation *see* Section 2, "The Truth About Esquires."

<sup>71</sup> *See* Section 3, "The Curse of Co-Suretyship," for a complete explanation.

Before any contractual encounter commences—*i.e.* before a code-enforcement operative evokes your unwitting execution of a contract—you are considered a sovereign being who can claim all protections afforded by the Constitution from the *de jure* government, one of which is *contracting with whomever you wish*. That the code-enforcer does not represent the *de jure* government is of no consequence. You are also accorded, as a sovereign, respect for having full understanding of what you are getting into and with whom you are dealing, and for contracting as you best see fit. That you decide on doing business with a municipal corporation in Chapter 11 Reorganization<sup>72</sup> is a bona fide, self-determined, commercial discretion that any businessman can reasonably make, and which is warmly welcomed by those soliciting the business. The major discrepancy in the transaction is that there is no meeting of the minds, a necessary component in any valid contract, but since you are a sovereign you are nevertheless respected for any bargains you enter into, however unconscionable they may be.

This all takes place, of course, in the straw man's TRADE NAME, but that is a rather moot point when one is faced with such finalities as garnishment of wages, eviction, and the business-end of a loaded .38-caliber police special. The system justifies abuse of the American sovereign, indeed *thrives* on it, because the sovereign was duped "fair and square"<sup>73</sup> into becoming a surety for the TRADE NAME.

### The Cure for "Volunteer-itis"

If you are not absolutely certain that you are a sovereign, guess what: *you are not a sovereign*. True sovereignty begins between your ears, and is actualized when Big Brother's operatives determine that you are certain of exactly who you are and what you are doing.

How does sovereignty manifest in today's world? As of March 9, 1933, life is no longer the same in America. Currently, sovereignty is evidenced when the everyday contracts one enters into cease being one-sided, unconscionable bargains with government agents, courts, taxmen, banks, and corporations, and uniformly begin being self-determined-, consensual-, clean-hands-, full-disclosure-type relationships where each party is fully informed of the actual terms of the contract—*going into the contract*—rather than discovering after the fact that one has been shanghaied.

How does one cease being a victim of government, forced into complying with the terms of endless unconscionable contracts? *By not consenting*. "Not consenting" means just that: declining participation in the communication; not approving of that which is proposed; not taking part in the dialogue; opting out from the very beginning/first instant, before anything can be construed as having contractually begun; refusing discussion of the merits of the situation; informing the code-enforcing revenue agent that you do not wish doing business with him/her, *etc.*

The Supreme Court has consistently ruled that no one has any compulsion to enter into any contract with anyone else—including *de facto* municipal corporations like United States Inc.

<sup>72</sup> "Mr. Speaker. We are now here in Chapter 11. Members of Congress are official trustees presiding over the greatest reorganization of any bankrupt entity in world history, the U.S. Government..." Representative James A. Traficant Jr., *Congressional Record*, March 17, 1993, Vol. 33. See Chapter 11 Reorganization in *Glossary*.

<sup>73</sup> "All's fair in love and war," and the U.S. Government officially and legally declared war on the American people on March 9, 1933 in the Amendatory Act of March 9, 1933 to the Trading With the Enemy Act of October 6, 1917. For a detailed explanation of your official "enemy" status see *Trading With The Enemy Act of October 6, 1917 in Glossary*.

and its myriad *de facto* political subdivisions such as "STATE OF FLORIDA" (rather than "Florida Republic") and "COUNTY OF DALLAS" (rather than "Dallas County"). There is no requirement that anyone consent with anything; the word itself means *mutual approval*, and if you don't approve, no contract commences.

There are probably many reasons why otherwise strong-willed Americans (shadow-sovereigns) routinely submit and go along with what is forced upon them: fear, misplaced trust, anticipated harm, feelings of guilt, *etc.* What is missed is that the revenue agent's first objective in demanding the money is *forming a contract*—a contract that can be justifiably enforced at a later time, if necessary. The judge/cop/attorney/taxman/*etc.* is raising revenue on behalf of his/her corporate employer, and more times than not sharing in the take.<sup>74</sup> It's just business, and anyone can refuse to do business with anyone else—even with government. Granted, this can be a terrifying experience if you are the object of something as life-threatening as a "routine traffic stop," but you can still prevail despite the odds:

Motorist: (Window rolled down about one inch; both hands on steering wheel)  
*What seems to be the problem, officer?*

Policeman: *Would you please roll down your window a little farther?*

Motorist: *How can I help you, officer?*

Policeman: *License and registration, please.*

Motorist: *I do not consent to this conversation.*

Policeman: *I said, "license and registration," now.*

Motorist: *I do not consent to this conversation.*

Policeman: (Placing his hand on his service revolver) *If you don't hand over your license and registration right now I'm gonna drag you out of that car and take you to jail.*

Motorist: (Rolling down window, smiling) *Oh, well, in that case that's an entirely different matter. Since you are using color (pretense) of law and threatening me with bodily harm and forcing me into doing business with you against my will, I am happy to cooperate under duress. Here is my license and registration. May I have one of your business cards, please? (Policeman hands over a business card.) And here is a copy of the published Copyright Notice<sup>75</sup> setting the terms of the consensual contract for unauthorized use of my common-law-copyrighted property. My name is copyrighted under common law and the fee for*

<sup>74</sup> The term "booty" is legally defined as "The capture of personal property by a public enemy on land, in contradistinction to prize, which is a capture of such property at sea.... The right to booty belongs to the sovereign; but sometimes the right of the sovereign, or of the public, is transferred to the soldiers, to encourage them...." Bouvier's law Dictionary, Eighth Edition (1914). Legally speaking, at least in accordance with the Amendatory Act of March 9, 1933 to the Trading With the Enemy Act of October 6, 1917, Judges and IRS agents are public enemies (*see public enemy in Glossary*) of the American sovereign constituency (American men and women), soldiers in service of foreign masters, and, appropriately, share handsomely in the booty/plunder they capture in the course of their duties. Judges administer and enforce copyrighted law of British corporations exclusively (*see bar in Glossary*), and IRS, officially disclaimed as an agency of the United States Government by the United States Attorney (*see Internal Revenue Service in Glossary*), is domiciled in Puerto Rico under the Secretary of the Treasury of Puerto Rico (*see Secretary in Glossary*). *See booty in Glossary* for details.

<sup>75</sup> For the exact text of such a Copyright Notice, *see* "Copyright Notice" in the Practical portion of this manual.

its use is fairly steep [\$500,000.00 per occurrence], so you might want to look over the terms of the consensual contract that you would be entering into by writing my copyrighted property on any piece of paper.

Policeman: What the hell are you talking about?

Motorist: I do not wish to do business with you, officer, but if you insist on it then I have an obligation to inform you of the fees associated with the use of my name, which is copyrighted. Should you decide that you would like to do business with me and accept the obligation for payment of the fees for unauthorized use of my copyrighted property then I will send you a bill, which is payable in full within 10 days of the date I send it. The terms of the contract stipulate that you pledge all your tangible and intangible property and interest in property as security for payment of the debt you incur for the unauthorized use of my name. If you do not pay within the 10-day period then legal title for all your property transfers to me and I am free to take possession of it and dispose of it as I see fit, in order to recover the costs you incurred through the unauthorized use of my name, my copyrighted property. If you will give me your home address I will bill you at home, rather than at the stationhouse.

Policeman: I never heard this one before. Is this some kind of joke?

Motorist: No, sir. This is extremely serious. My published copyright notice is also filed with the county recorder. That contract you have in your hands is official public record. Here is a certified copy of the filing. What I am saying is no secret and no joke. I do not wish to do business with you, but if you insist and force me into it I will cooperate—but you will be liable for the unauthorized-use fees for the use of my copyrighted property. Since you have threatened me with bodily harm I am very willing to cooperate under duress. At this point the choice is entirely yours. What would you like to do?

Policeman: Have a nice day. So long.

Wow. What just happened? The revenue agent (officer) for the insolvent municipal corporation (government) put on a show of force and attempted to coerce the sovereign (motorist) into “voluntarily” entering—and thereby accepting financial responsibility for—a commercial contract (traffic ticket) that the officer intended on generating. The con never got off the ground because the motorist never accepted any communication from the officer until the issue of duress was established (thereby voiding any contract formed thereupon<sup>76</sup>), adroitly establishing, *on the motorist's terms*, the parameters of the non-violent, consensual contract for the officer's unauthorized use of the common-law-copyrighted TRADE NAME. The cop then decided against doing business with the motorist.

This is an example, however visceral,<sup>77</sup> of what “eliminating one-sided, unconscionable bargains with government actors” means. Please note, however, this example has not been included here as a tacit recommendation that the reader undertake this strategy if confronted by a policeman in a traffic stop—though the above is an entirely plausible

<sup>76</sup> For the four other factors sufficient for voiding any contract see contract in *Glossary*.

<sup>77</sup> Visceral: Pertaining to the viscera (the internal organs of the body, as the stomach, lungs, heart, etc.); instinctive or emotional.



exchange. When the reader fully absorbs the knowledge available in this volume, he/she will be fully capable of making his/her own decisions about what should be said, and how it should be said, if confronted by code-enforcement-type actors/revenue agents both in person and in writing. When someone realizes his/her creditor/sovereign standing, all confusion evaporates and he/she has knowingness and certainty of what should be said and done in any circumstance. The above sample dialogue has been provided only because it is a vivid, easily understood illustration of how people can avoid being coerced into doing business with Big Brother at any level of confrontation.

Re the issue of copyright infringement: there is really no problem with people using copyrighted property—*unless they use it for commercial gain*,<sup>78</sup> i.e. making money through the use of the private property without the copyright holder's authorization. As addressed elsewhere in this manual, *all demands for payment constitute an issue of public currency*. Remember: there is no substance money in circulation. Until 1933, Federal Reserve Notes could be redeemed in "lawful money of the United States," meaning that Federal Reserve Notes *never were, and are still not*, lawful money. Having left the gold standard, we are now on the "promise to pay" standard. A *promise to pay* now creates "money," and is what funds your mortgage, auto loan, credit card purchases, and every other kind of "loan" you take out (including traffic tickets). A *promise to pay* is a negotiable instrument ("money") and is defined at UCC 3-104. The traffic cop in the above example intended on "taking out a loan" in the name of the motorist's straw man's TRADE NAME by extracting the motorist's promise to (appear and then) pay, thus saddling him with the bill as surety for the TRADE NAME. The Copyright Notice short-circuits anyone from using your TRADE NAME for unauthorized commercial gain,<sup>79</sup> the primary objective of virtually every single government on the face of the earth.

### Consent = Contract

Had the motorist even rolled down the window upon the officer's opening statement he would have formed a damning contract with the officer. Two timeless and universal maxims of law are "*Contract makes the law*," and "*Offer + Acceptance = Contract*." The motorist's acceptance of/compliance with any offer/order from the officer—*before establishing the fact of duress*—finalizes a consensual (mutually approved) contract between the two whereby the motorist has "decided" that he will do business with the officer on the officer's terms, thereby providing the officer with justification for the use of any "necessary" violence in carrying out any duties associated with the contract (expropriating revenue).

When one party—*anyone*—approaches another party seeking cooperation, information, etc. and the approached-party cooperates/provides information, the approaching party is automatically in the driver's seat and is calling the shots; i.e. his offers of communication are being accepted and acted upon. Police and other such professional provocateurs, especially judges, are experts in inducing cooperation and participation both through the threat of violence/incarceration and the use of deceitful communication techniques whereby the prey is tricked into entering the "contract" before becoming aware that any contract has

<sup>78</sup> Title 17 United States Code, Chapter 1, Section 107 (statutory law) lists fair uses of copyrighted material that do not constitute copyright infringement. None of the fair uses includes commercial gain. See **copyrights** in Glossary.

<sup>79</sup> What is not scared off with the Copyright Notice can be crushed with either of a couple of new documents, revealed in the Practical portion of this manual, that identify the transgressing party by name and set the terms of the consensual contract.

been formed.<sup>80</sup> The pretexts used by Big Brother's henchmen for slyly establishing "contracts" with unwitting "customers" are many; the object of all such cons, however, is always the same: the victim-citizen's wealth (money, property, assets).

Code-enforcement-type actors are seeking *the slightest measure of justification* for carrying out their agenda. Nearly all of them know that consent is required every step of the way, though many will arrogantly storm ahead without it, thinking they are above the law. They may be above statutory law/code but *no one* is above the Articles of the Uniform Commercial Code governing private, consensual contracts.

A unique aspect of consensual contracts is that the agreed-upon terms may be privately enforced (true commercial law) because there is no controversy/dispute needful of resolution by a third party (judge/court). The UCC is pre-judicial and non-judicial. That is why the creditor/motorist in the above example could begin seizing certain property registered in the officer's TRADE NAME following the officer's default on payment of the obligation after having been given the opportunity to back out of the contract, and after being properly invoiced—because it is so stated in the consensual contract (both the Copyright Notice and subsequent, formal contract that the creditor/motorist would send the officer if he were issued a citation). The officer would have consensually entered the contract if, after having been fully noticed of its terms, he did not fully, formally, and officially withdraw and delete/erase/destroy all traces of the motorist's copyrighted property brought into existence by him (and possibly even surrender all original documents—written, electronic, and taped—and all copies thereof, containing both the policeman's signature and the motorist's TRADE NAME—depending on the severity of the terms of the contract set by the motorist).

### Creditor = Sovereign

In modern global society, there are few truly sovereign jurisdictions where outside creditors (Federal Reserve/IMF) do not have final say-so over that domain and everything in it. When *anyone* can dictate the terms of a contract with any government's code-enforcement personnel, that party is the creditor in the matter and a sovereign by definition. This is an inescapable fact because, based on the negative-value/liability aspect of the currency, all such purported "valuable consideration," e.g. FRNs (all FRNs are *borrowed* into existence and represent debt/liability only), there is, for all intents and purposes, no other way of actualizing political sovereignty on this planet at this time. The sole possible exception might be using overwhelming military force, but any such undertaking is rare and short-lived because the same, small group behind the Federal Reserve/IMF consortium dictates over the armed forces of all major powers of the world, including United Nations, from the top. These fiends own/control all official media of exchange (currencies) and foreclosed on all governments of any stature and installed their own talking heads decades/centuries ago. Therefore, the fullness of your own political power/autonomy/sovereignty is determined solely by your personal abilities in dealing with government front men who attempt to engage you in contract at the behest of their masters, the currency/government owners/creditors, for the purpose of expropriating your wealth, assets, and resources without exchanging anything of value.

<sup>80</sup> This phenomenon is evidenced nowhere more clearly than in contemporary American courtrooms when a judge threatens a "patriot-type" with contempt if he continues bringing up the issue of constitutional rights. Technically speaking, a traffic citation recipient (shadow-sovereign), for example, abandons the Constitution in favor of the Vehicle Code the instant he forks over his driver's license and begins doing business with a traffic cop—long before entering the courtroom.



Sovereign political power is wielded when a would-be commercial invader/marauder withdraws and abandons his/her assault on your property/freedom based on the liabilities involved in doing business with you. When you can enforce a private consensual contract against members of the corporate government of the country you live in, despite the fact of being their declared enemy in war, you have indeed demonstrated sovereignty as well as it can be demonstrated. The real game is not in being legally detached from all commercial intercourse in society; the real game is being actively engaged in any and all desirable social/commercial exchanges in life, just not being penalized/punished solely because one is a participant—the unfortunate status quo for most folks in America at this time.

### Taking Control of the TRADE NAME

Whereas the Copyright Notice officially establishes legal title re the TRADE NAME under common law and sets forth the terms of the consensual contract for its unauthorized use, the UCC is what is used for *enforcing* the terms of the contract. Even though the Copyright Notice does not depend on the UCC for its validity and enforceability, its provisions are written in strict accordance with UCC guidelines for facilitating easy and thorough non-judicial foreclosure proceedings on any who would attempt commercial gain at your expense through unauthorized use of your TRADE NAME. However, the paperwork-aspect of dealing with assaults/attacks on your freedom/property will not be taken up here, but rather under “Handling Presentments” in the Practical portion of this manual.

“*What’s good for the goose is good for the gander.*” If government agents, prosecutors, judges, attorneys, police, taxmen, *etc.* can freely engage your *ens-legis*, artificial-person, straw-man TRADE NAME in business, then so can you. That their computers are rigged for listing account names in ALL-CAPITAL LETTERS only—a practice falling outside both the bounds of English grammar and the prescriptions of law—when such could just as easily be programmed for writing in English, is conclusive evidence that a different game is being played than the one advertised. Every conceivable roadblock for deflecting general comprehension of this most ingenious of subterfuges has been meticulously installed down through the centuries, with unimaginably complex safeguards for keeping even lower-level operatives in the dark. Pleading innocence and claiming helplessness based on feigned, archaic, computer-programming limitations,<sup>81</sup> however, will no longer wash as an excuse from Big Brother’s front men.

Besides copyrighting the TRADE NAME under common law, the most important objective is establishing an equivalent claim under the aegis of the UCC. Since you are a different party than the *ens-legis* TRADE NAME, you may do business with it if you desire, and you can also obtain official acknowledgment of the contract from a government agency: the UCC filing office. The following series of documents has been painstakingly developed and formulated for maximal protection of this contractual relationship, thereby preventing *any* third party from intervening and impairing the private contract.

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<sup>81</sup> The National Security Agency’s modern “Echelon” computerized global electronic surveillance system, with installations in Yakima, (Washington, USA), Wailhopai (New Zealand), Geraldton (Australia), Hong Kong, and Morwenstow (UK), employing Cray supercomputers capable of executing a billion transactions a second, taps into the system of Intelsat satellites and currently tracks—in *real time*—all fax, telex, Internet, email, and long-distance telephone traffic worldwide, using verbal/electronic word-recognition technology re key “trigger” words and intercepting/monitoring all such traffic. Governments, fronts for their masters, the Federal Reserve/IMF cabal, are in business strictly for extorting money from the constituency, and no expense is spared in ensuring that the flock is properly fleeced. If the accounting and computer systems are set up in a certain way, then that is what guarantees maximum profit. The lame, “That’s just the way our computers are set up [ALL-CAPS mode]” is a hackneyed ruse that will only work on those who still believe that the government is here for the purpose of helping people.

## The Private Agreement

### Contractual Basis of the Relationship

The document that establishes the contractual relationship between you, the living, breathing man/woman as the creditor, and the TRADE NAME, the corporately colored, *ens-legis*, artificial-person straw man as the debtor, is called the "Private Agreement." As a *Redemptor*,<sup>82</sup> the only requirement for forming this contract is the personal certainty that you are *not* the TRADE NAME and that the TRADE NAME is a bona fide legal entity, separate and distinct from you. The Private Agreement is a bargain of the parties in fact and qualifies as an "agreement" under the Code at UCC 1-102(3). A sample, two-page Private Agreement for the fictitious character "John Henry Doe" and his straw man, "JOHN HENRY DOE," is provided in the Practical section, and should be studied for full understanding of the nature of this particular type of creditor-debtor relationship and why such an agreement/contract is entirely legitimate.

Your Private Agreement is just that, *private*, and should *never be filed in the UCC filing office nor shared with any adversary*. This document is strictly between you and your straw man and forms the lawful basis of your contractual relationship with each other. As a member of the sovereign constituency, the Constitution provides that "*No State shall... pass any...Law impairing the Obligation of Contracts...*" Your contract with this particular person (*ens legis*) is inviolate and shall remain so, unimpaired by any third party.

## The Hold-Harmless and Indemnity Agreement

### A Most Vital Component

Despite all other incredibly positive aspects and elements of this process, if the following single point is not firmly and legally addressed and established the whole effort can be nullified. As mentioned earlier in this essay, Big Brother's entrapment scheme consists of: (1) corrupting a sovereign's true name into an all-capital-letter, "citizen of the United States" TRADE NAME, and then (2) conning the sovereign into unwittingly "voluntarily" contracting as surety for the TRADE NAME, concealing from the victim his/her new status, but also ruthlessly enforcing the new suretyship obligations without explanation.

The Hold-harmless and Indemnity Agreement is a commercial/legal document wherein the TRADE-NAME debtor expressly covenants that: (1) the creditor is neither a surety nor an accommodation party (see UCC 3-419) for the debtor; and (2) the debtor holds harmless and indemnifies the creditor (you) from and against any and all claims, legal actions, orders, warrants, judgments, demands, liabilities, losses, depositions, summonses, lawsuits, costs, fines, liens, levies, penalties, damages, interests, and expenses both issued in and associated with the debtor's TRADE NAME.

This issue is extremely profound when one realizes that a man/woman in jail awaiting arraignment (legal event where the defendant enters a plea before the magistrate) is not the actual defendant, *but the surety* for the defendant. Through more legal trickery, the unwary and unwitting surety is duped into unconscionably identifying himself/herself as "the defendant" when addressed by the magistrate as such, and thereby "voluntarily" and magically *becomes* the defendant from that point forward. In this type of exchange the

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<sup>82</sup> *Redemptor*: Latin. One who buys back or reclaims. For purposes of this manual, a *Redemptor* is one who legally establishes the supreme claim (recovers legal title) over his/her straw man's TRADE NAME.

TRADE NAME (actual defendant) is legally and technically a "dummy," and serves as the legal object, *at least on paper*, until the surety associated therewith can be suckered into taking its place (see *dummy* in *Glossary*).

The Hold-harmless and Indemnity Agreement is attached with the Security Agreement (described below) and made fully part thereof by inclusion in the filing process. A certified copy of a filed UCC Financing Statement referencing a Security Agreement and Hold-harmless and Indemnity Agreement, as set forth in this manual, constitutes documentary evidence that the ALL-CAPS party named in any indictment, warrant, *etc.* is *not* the flesh-and-blood man/woman being held in captivity, but rather the artificial TRADE NAME—a fact of enormous legal significance considering the techniques used by the judicial system in attracting new customers, generating repeat business, and marketing their services.

### The Security Agreement

#### **Creation of a Security Interest – Importance of the Common Law**

A *Security Agreement* is a consensual agreement whereby a debtor transfers a security interest in collateral in exchange for valuable consideration, and is defined as "an agreement that creates or provides for a security interest" (UCC 9-102(a)(73)). A *security interest* is an interest in property that secures payment/performance of an obligation (UCC 1-102(37) and is the UCC-equivalent of a statutory lien; *i.e.* a security interest is pre-judicial and non-judicial.

Whereas the Private Agreement lays out the terms of the commercial agreement between the two parties and is "authenticated"—meaning *signed*, see UCC 1-102(39)—by each, the Security Agreement concerns only the debtor's pledge of property (the collateral) and, accordingly, need only be authenticated by the debtor (there is nothing preventing the secured party from signing as well, as is recommended herein).

Following execution of the Security Agreement the creditor is known as the "secured party," because he has the benefit of a security interest in the property of the debtor; *i.e.* he is *secured*, in the event the debtor does not make payment/performance as agreed. A *secured party* is a party in whose favor a security interest is created/provided for under a Security Agreement (UCC 9-102(a)(72)).

#### **When the Security Interest is Said to "Attach"**

Generally, the security interest "attaches" and becomes enforceable against the collateral the moment the following three requirements are satisfied: (1) there is an adequate Security Agreement between the parties describing the collateral; (2) the secured party (creditor) gives *value*<sup>83</sup> of some kind; and (3) the debtor has rights (ownership) in the collateral/power to transfer rights in the collateral (see UCC 9-203(b)). There are, however, certain types of property for which attachment of the security interest can occur only in a certain way, other than filing—meaning that mere description of the collateral in the Security Agreement is not adequate.

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<sup>83</sup> *Re value*: Because of the contemporary *de facto* monetary system, which functions in a mirror image of reality via debt-instruments (FRNs) that carry an inherent liability (interest, income tax), rather than lawful money (gold and silver coin) that carries no such liability, the UCC-definition of *value* (a most significant term in the UCC) is 180°-out from the one found in conventional dictionaries. The bearing of this term on UCC matters is addressed in the Practical portion of this manual.

## Types of Personal Property/Collateral

There are two broad types of personal property classifications: *tangible* and *intangible*. Tangible property is categorized as "goods," which means "all things that are movable when security interest attaches," and includes fixtures (goods that are attached with real property), some standing timber, unborn animals, crops, manufactured homes, and computer programs embedded in goods so that the software is considered part of the goods (UCC 9-102(a)(44)). All goods are subcategorized at UCC 9-102(a), *based on their use in the hands of the debtor*, into one of the following types: (1) consumer goods; (2) farm products; (3) inventory; and (4) equipment.

Intangible personal property, on the other hand, is classified by its *characteristics*—rather than how the debtor uses it—and consists of the following subcategories: (1) money; (2) investment property; (3) commercial tort claims; (4) letters of credit; (5) letter-of-credit rights; (6) chattel paper; (7) instruments; (8) deposit accounts; (9) accounts; (10) documents; and (11) general intangibles.

There are many more sub-classifications of personal property,<sup>84</sup> but all fall within one of the above 15 categories of tangible and intangible property. Fortunately, the intricate distinctions of and between all the different kinds of personal property are less significant for our needs than they are for those of Big Brother's henchmen. We are merely bolstering our own position for maintaining commercial integrity; Big Brother's operatives are out there playing the game of swindling people's wealth, while attempting to avoid general detection as being engaged in such activity. Remember: the substitute-money (FRNs) system is designed expressly for generating defaults and bankruptcies, and channeling all private wealth into the hands of the owners of the governments. That is why it is so important that the Money Power have encrypted codes for keeping people in the dark about the law, remedy, and recourse; and blackmailed politicians in their pocket for passing Draconian,<sup>85</sup> totalitarian legislation to crush dissenters, thwart popular movements, and establish the global plantation.

### Perfecting (Legally Establishing) the Security Interest

*Perfection* of the security interest after the security interest has attached is usually accomplished by the filing of a record known as a "UCC Financing Statement" in the UCC filing office (located in each state, District of Columbia, and most of the Territories) of the jurisdiction where the debtor is located (considered a resident). Perfection of the security interest by filing is available for most types of collateral, and is discussed further below. However, a few types of collateral require that the security interest be perfected by a method other than filing in the UCC filing office.

### Where a Means Other Than Filing is Required for Perfection

A secured party can perfect a security interest in deposit accounts (demand, time, savings, and passbook accounts maintained with a bank), electronic chattel paper, investment property, and letter-of-credit rights only by *control* (UCC 9-314). A security interest in certificated securities in registered form can be perfected only by *delivery* into the

<sup>84</sup> For a comprehensive list of every kind of personal property in existence, see "Collateral" section in Security Agreement in the Practical portion of this manual.

<sup>85</sup> Draconian: Pertaining to Draco (an archon [magistrate] of Athens about 621 B.C.; reputed author of the first Athenian written code of laws) or his laws; hence, inflexible; severe.



possession of the secured party (UCC 8-301). In the two foregoing methods of perfection, the security interest both attaches and is considered perfected upon *control* and *delivery*, respectively, with no filing requirement (UCC 9-203(b)(2)).<sup>86</sup>

Also, the filing of a financing statement against property covered under any certificate-of-title statute, as well as any other non-UCC central filing statute, is neither necessary nor effective for perfecting the security interest (see UCC 9-311). Certificate-of-title statutes, for example, provide for perfection of the security interest directly on the face of the certificate (where secured party is called "Lien Holder") and cover such things as automobiles, trailers, mobile homes, boats, farm tractors, and the like. Other federal statutes cover items such as aircraft, ships, trademarks, copyrights, and patents (*common-law* trademarks and copyrights are not governed by statute), and the filing of a financing statement is likewise ineffective for perfecting the security interest. The *Redemptor* is in a unique position to establish *legal control* of these types of property in that he can form another contract with the Debtor (e.g. storage contract) that must be satisfied before any lien holder can legally take possession of/sell the property (discussed in the Practical portion of this manual).

Though the filing of a financing statement will perfect the security interest in all other subcategories of collateral, the Code also allows for perfection of the security interest by simple *possession* of the following types of collateral: negotiable documents, goods, instruments, money, tangible chattel paper, and certificated securities (see UCC 9-313). For this reason, the sample Security Agreement contained in this volume contains a statement wherein the debtor (TRADE NAME) acknowledges having delivered all such property into the possession of the secured party, thus covering these particular types of collateral by both filing and possession.

### Power of the Common Law

Perfection by possession is a species of common-law lien<sup>87</sup> (*i.e.* non-statutory), and is effected with a simple statement at the top of the Security Agreement whereby the Debtor acknowledges delivery of all such property—in which a security interest can be perfected by possession—into the hands of the secured party (cited in previous paragraph).

A "common-law lien" is a species of lien defined as:

"One known to or granted by the common law, as distinguished from statutory, equitable, and maritime liens.... It is a right extended to a person to retain that which is in his possession belonging to another, until the demand or charge of the person in possession is paid or satisfied." Black's 4<sup>th</sup>.

Thus, you have the non-statutory, non-judicial, common-law origin of your claim of right of possession of the negotiable documents, goods, instruments, money, tangible chattel paper, and certificated securities associated with your straw-man debtor's TRADE NAME. You have a common-law right for retaining possession of all such property until the obligation is satisfied (paid off) by the debtor (your straw man). Unless and until the obligation is satisfied in full, neither the straw man, *nor anyone else*, may lawfully remove a single piece of any of this property, *i.e.* the collateral, that has been delivered into your (the secured party's) possession.

<sup>86</sup> For a complete list of exceptions where filing is not required for perfecting the security interest see UCC 9-310(b).

<sup>87</sup> Lien: A qualified right of property which a creditor has in or over specific property of his debtor, as security for the debt or charge or the performance of some act. Black's 1<sup>st</sup>.

The common law (see *Glossary*) is ancient and immutable, established by usage and custom since before recorded history. As strange as it may seem, the common law is still in full force and effect today. People just don't know it because they have been conned into believing it doesn't exist (courtesy of the Federal-Reserve-Note-currency-monopoly scheme/cabal), and unwittingly consent (surrender privacy, grant jurisdiction) with virtually every single advance made against them by government and legal/commercial predators. In fact, our impossibly complex legal/judicial system and its billions of pages of codified law—including the UCC—has been developed over the last millennia by the creditors (moneychangers) for the express purpose of circumventing the protections afforded debtors by the common law (through lexical trickery, deceit, and obfuscation). The UCC is the culmination of these efforts. However, despite the universal power of the UCC, it is still junior in the face of the common law, as attested by this excerpt from one of the world's most respected authorities on the UCC, Anderson on the Uniform Commercial Code (1981):

**“§1-103:6. Common Law.**

“The Code is ‘complementary’ to the common law which remains in force except where displaced by the Code.<sup>88</sup> ‘In attempting to codify a large body of law it is almost impossible to anticipate all the factual situations that may arise. And it is for this reason that courts have adopted the principle of statutory construction that a statute will not be construed so as to overrule a principle of established common law, unless it is made plain by the act that such a change in the established law is intended.’<sup>89</sup>

“A statute should be construed in harmony with the common law unless there is a clear legislative intent to abrogate the common law.<sup>90</sup> ‘Courts should be hesitant to improvise new remedies outside the already intricate scheme of Articles 3 and 4. However, this new cause of action would not interfere with that scheme but extend its principles to a situation not specifically foreseen by the drafters. The Code cannot be read to preclude a common law action.’<sup>91</sup>

Whereas any item of property that is registered in a public registration scheme (*i.e.* with a government agency) should be specifically identified in the Security Agreement, a *description* of all other personal/real property “is sufficient, whether or not it is specific, if it reasonably identifies what is described,” with a few minor exceptions (UCC 9-108).

A properly done Security Agreement is vital for maintaining fiscal integrity, *i.e.* maintaining control of every single piece of property under the sun, moon, and stars that is considered private property of the TRADE NAME. Remember: the entire artificial-person, insolvent industrial community—*functioning as it does solely on debt/liability-instruments (FRNs)*—is incapable of establishing accounts and doing business with solvent, sovereign creditors; only bankrupt, subject debtors, such as your all-caps TRADE NAME and, of course, the surety (the shadow-sovereign in his inferior, degraded status) associated therewith.

The sample Security Agreement provided in the Practical portion of this manual between John Henry Doe and JOHN HENRY DOE is certainly many hundreds, if not thousands, of man-hours in the making. Big Brother's “legal experts” will not be pleased with the soundness of this document. Full realization of its integrity and value will come only with earnest study unless, of course, one simply begins using it as needed and observes the response from the legal professionals that are confronted with it.

<sup>88</sup> North Carolina Nat. Bank v McCarley & Co. (1977) 34 NC App 689 SE2d 583, 23 UCCRS 455.

<sup>89</sup> Starkey Constr., Inc. v Elcon Inc. (1970) 248 Ark 958, 978A, 457 SW2d 509, 7 UCCRS 923.

<sup>90</sup> United Bank v Moss N. O. Nelson Co. (1979) 121 Ariz 438, 590 P2d 1384, 25 UCCRS 1113.

<sup>91</sup> Girard Bank v Mt. Holly State Bank (1979, DC, NJ) 474 F Supp 1225, 26 UCCRS 1210.

## The UCC Financing Statement

### **Perfecting (Legally Establishing) the Security Interest by Filing**

Besides perfecting by control, delivery, and possession as described above, the secured party can perfect the security interest in most types of collateral by filing. The UCC filing office is a public venue for the registration of notice of private contracts. Since the only legal-tender currency in America is the private scrip of the Federal Reserve, all exchange of this so-called "money" has private implications. Hence the advent of the pre-judicial and non-judicial (*i.e.* private) UCC in 1954, and the UCC filing office, which keeps track of the ever-increasing stream of private contracts (registered therein by those in the know) wherein Federal Reserve Notes comprise the "valuable consideration" between the contracting parties.

UCC filing offices provide a central forum where a creditor/secured party can receive official, governmental acknowledgment of the private contract between himself and a debtor, as well as establish seniority over other creditors based on date and time of filing. The foundational filing document is a simple form known as a "UCC Financing Statement," formerly called a "UCC-1 Financing Statement" (before July 1, 2001) containing: (1) the name of the debtor; (2) the name of the secured party; and (3) a sufficient indication of the property pledged by the debtor as collateral in the transaction (*see* UCC 9-502(a)).

The financing statement only puts third parties *on notice* of the secured party's perfected security interest in the debtor's collateral; the Security Agreement is what creates the security interest, and must reasonably identify the collateral described. Whereas the financing statement can be general in its description of the collateral (*see* UCC 9-504(2)), the Security Agreement must meet certain requirements (*see* UCC 9-108), but the collateral indicated in the financing statement must jibe (match up) with the collateral described in the Security Agreement for the effectiveness of either in securing the collateral. *i.e.* the financing statement and Security Agreement are complementary components—neither is effective without the other.<sup>92</sup>

There is no requirement that a copy of the Security Agreement be included with the filing of the UCC Financing Statement, only a sufficient indication of the collateral covered (UCC 9-502(a)(3)). The only requirement is that the Security Agreement be *authenticated*, *i.e.* signed, by the debtor (*see* UCC 9-203(b)(3)(A)).

### **Public Filing vs. Privacy**

When a secured party *voluntarily* makes public the intimate details of the private Security Agreement (between secured party and debtor) by including it in the filing of the financing statement in the UCC filing office—where anyone can easily obtain the information simply by paying for it—he/she foregoes any privacy protections afforded under common law and the Fourth Article of Amendment of the Constitution. There is no compulsion for making public the private contractual relationship between secured party and debtor. Therefore, it is recommended that the Security Agreement be only accurately *identified* in the UCC Financing Statement, and *not filed* along with it.

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<sup>92</sup> The financing statement must cover the collateral described in the Security Agreement for valid perfection of the security interest by filing. If the Security Agreement does not describe the collateral indicated in the financing statement, perfection cannot occur via filing because no security interest ever attached re the collateral in question.



Here is a real-life example, from a December 31, 2001 article in the obituary section of the Los Angeles Times (p. B11) on the late Ian Hamilton, revealing the liabilities that come with voluntarily placing private information in the public record. Hamilton had created notoriety for himself by writing an unauthorized biography on J.D. Salinger, called "J.D. Salinger, A Writing Life." Salinger opposed publication of the book for several reasons, but the only line of attack available was in suing for Hamilton's use of Salinger's common-law-copyrighted material for commercial gain, i.e. insertion of about 70 of Salinger's private letters (written to publishers, editors, and friends between 1939 and 1962) in the book. Here is a portion of the article:

"...The biographer and publisher won the first round when a New York federal judge ruled 'Hamilton's book cannot be dismissed as an act of commercial voyeurism or snooping into a private being's private life for commercial gain. It is a serious, well-researched history of a man who through his own literary accomplishments has become a figure of enormous public interest.

"'Hamilton's use of Salinger's copyrighted material is minimal and insubstantial,' the judge continued in his 33-page decision, which was seen as a victory for the 1<sup>st</sup> Amendment, '[and] does not exploit or appropriate the literary value of Salinger's letters.'

"But in early 1987, a federal appellate judge overturned that decision and banned publication of the letters. The U.S. Supreme Court upheld the ban.

#### **"Biography Revised After Court Feud**

"Both writers, as it turned out, won some and lost some. Salinger won his goal to keep his letters out of the biography. But thanks to his civil suit, the letters became part of the public record, more accessible than ever."

"Hamilton recouped, excising the letters, but revising the biography to include insights gleaned from the bitter court feud. He published 'In Search of J.D. Salinger' in 1988..."

Salinger's private, common-law copyrighted material was just that—until, that is, Salinger voluntarily made it part of the public record by entering it into the lawsuit. Salinger successfully stopped publication of Hamilton's original book (because it contained the letters, Salinger's common-law copyrighted property), but officially placed into the public domain the very information he wished kept confidential. Though the actual letters themselves were not used in Hamilton's second book, all the *information* contained within the letters was now in the public realm, fully accessible and available for anyone's use, including Hamilton's.

Noteworthy points: (1) a common-law copyright is a supreme claim; and (2) voluntary surrender of information is a waiver of privacy and security protections afforded by Article IV of the Constitution. However, there are many more ways of surrendering one's privacy/sovereignty than anything as extreme as a court case and, like J.D. Salinger, nearly every sovereign American man and woman repeatedly and inadvertently does this throughout his/her life on a regular basis.<sup>93</sup>

<sup>93</sup> Any degree of agreement with the advances of an aggressor constitutes acceptance of an offer, and forms a contract. Something as innocent as leaving the front door of your house (and likewise, the door of your car) unlocked admits and grants jurisdiction. Even responding with a policeman's demands for communication through a locked door of your house can form a contract and justify destroying the door and coming in anyway (euphemistically called "dynamic entry"). Responding with any request for information of any kind—no matter how slight—from a code-enforcement agent/officer forms an unconscionable contract that can worsen very quickly. By consensually participating in the seemingly most harmless of conversations with any type of investigator (even

The sample Security Agreement in this handbook is designed for keeping private as much information as possible and need not be publicly filed along with the financing statement; merely authenticated (signed) by the debtor. This Security Agreement is also believed legally impregnable by third parties—and a *Redemptor* who understands and knows the proper use of this document can begin to enjoy the profound benefits associated with its use.

*Financing statement* is defined as:

“...a record or records composed of an initial financing statement and any filed record relating to the initial financing statement” (UCC 9-102(a)(39)).

Modifications, changes, and adjustments of the original financing statement are implemented with what is called a “UCC Financing Statement Amendment,” formerly called a “UCC-3” (before July 1, 2001) in most jurisdictions, and a “UCC-2” in others. As revealed in the definition of *financing statement* above, any subsequent, related UCC Financing Statement Amendment filed qualifies as “...any filed record relating to the initial financing statement”—i.e. any amendment is absorbed by, and automatically becomes part of, the original financing statement.

### Recap

Publishing a notice of common-law copyright re the straw man's trade-name/trade-mark establishes common-law control of the TRADE NAME, i.e. the *debtor* in the relationship. Filing at the county recorder's office further solidifies the ownership of the common-law copyright. The foundational contractual document between debtor and creditor is called the *Private Agreement*, and evidences the commercial agreement and the rights and duties by and between the parties in the mutually beneficial (consensual) commercial transaction. The debtor indemnifies the creditor in the *Hold-harmless and Indemnity Agreement* and the legal distinction between the two is made clear. The creditor establishes a bona fide claim, called a *security interest* (equivalent of a lien), in the property pledged by the debtor as collateral by giving valuable consideration. The *Security Agreement* is a document authenticated (minimally) by the debtor and contains a description of the collateral that secures the indebtedness in favor of the creditor, who is now called the *secured party*. When the debtor authenticates the Security Agreement the security interest *attaches* and becomes enforceable. Except for a few types of collateral, when the secured party files a *UCC Financing Statement* and references an existing, authenticated Security Agreement therein, the secured party's security interest in the collateral is considered *perfected* (legally established). Generally, the earlier date and time of filing determines priority in the debtor's collateral between competing creditors. Any desired changes in a financing statement are effected using a *UCC Financing Statement Amendment*, which becomes part of the original financing statement upon filing.

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over the telephone) you are putting yourself into the line of fire. How important is it that you prove what a nice, cooperative guy you are? Any information about you collected by government and code-enforcement personnel can and will be used against you at the first possible instant. The sole purpose for collecting information in the first place is the extraction of wealth and the infliction of control. Never unnecessarily voluntarily publicly reveal anything about yourself with Big Brother.

## Why Revised Article 9?

As near as is discernible, the primary aim of the new Article 9, which deals with Secured Transactions, is the establishment of wholesale methods for foreclosing on a defaulting debtor's property (the collateral) without using the courts; *i.e.* the high-speed transfer of wealth (yours) into the hands of the Money Power and its minions. Even the UCC itself, it appears, has been formulated as an entirely new system for circumventing the ancient protections in a debtor's property (collateral in a transaction) afforded by *possession* under the common law.<sup>94</sup> The UCC, and now Revised Article 9,<sup>95</sup> have introduced sophisticated methods for obtaining the debtor's consent and agreement concerning disposition of the collateral in event of default *at the time the contract is formed*. This means fewer headaches for your friendly credit-lender (bank) in seizing the property of victim-debtors as the defaults roll in, an inexorable eventuality under the current financial scheme<sup>96</sup> (non-substance debt-currency).

In accordance with Revised Article 9, contemporary commercial contracts, mortgages, loan agreements, credit applications, *etc.* have also been cleverly formulated for obtaining the borrower's consent for converting all the debtor's "after-acquired" (after execution of the contract) property into collateral, but without the borrower's awareness of the fact, and then foreclosing on/seizing such property upon default without any need for a court order. People who enter into such contracts without a Security Agreement (against their TRADE NAME) firmly in place have no protection over property acquired after entering into a loan agreement should they default—and remember: the monetary system is expressly designed to create defaults in loan transactions so the owners of the system can "legally" expropriate the victim's property without arousing suspicion of foul play.

A major character flaw of modern Americans in general (that the entire UCC is designed to prey upon) is their propensity for accepting "loans" of credit ("something for nothing") and living beyond their means. The take of the credit-lending vampires would be significantly diminished if people stopped asking for hand-outs (borrowing, using credit) and began surviving *strictly* through their own efforts and living within their means. This might mean a temporary reduction in standard of living, but at least one would be on solid ground financially, living within reality, and free of the inherent fear of default, foreclosure, and financial ruin that is part and parcel with "keeping up with the Joneses." The system cannot easily dominate those who do not borrow. Some wise words from William Shakespeare's *Hamlet* appearing in the front of this book are re-quoted here:

*"Neither a borrower nor a lender be:  
For loan oft loses both itself and friend,  
And borrowing dulls the edge of husbandry."*<sup>97</sup>

<sup>94</sup> "Possession is nine-tenths of the law."

<sup>95</sup> Expect revisions in Article 3 (Negotiable Instruments) and Article 4 (Bank Deposits and Collections) before 2010.

<sup>96</sup> Defaults and bankruptcies are a mathematical certainty in a credit-money system. When money is loaned into circulation, only the principal amount is created. Any payments of interest must come from the amount loaned out, the principal. It is easily seen that paying off both principal and interest is a mathematical impossibility because the total money in circulation consists only of the principal amount loaned: *e.g.* a loan of 10 credit-units with an annual interest rate of 10% requires a pay-off, after one year, of 11 credit-units—but there are only 10 credit-units in existence. If interest payments were made for 10 consecutive years (payments totaling 10 credit-units), the money supply would vanish—but *the principal amount would still be owed*. The only way of satisfying the requirement of making interest payments yet maintaining an adequate supply of currency in circulation is through *borrowing*—an ever-worsening debt scenario (the "National Debt" is owed to the Federal Reserve Bank).

<sup>97</sup> Husbandry (OE *hūs* house + *bonda* freeholder): Economy; thrift. Shakespeare Lexicon and Quotation Dictionary.

## Benefiting from the UCC and Revised Article 9

The complexity of today's multi-faceted judicial, taxation, financial, and political systems and the breadth and depth of collusion and complicity within and amongst their ranks cannot be exaggerated. Management personnel in each, beginning at the bottom and going all the way up, know that continued financial gain is predicated solely on the establishment of commercial accounts in people's mirror-image, artificial-person, all-capital-letters TRADE NAME, and the execution of billing, collection, and foreclosure procedures against said name. Experience with actors at all levels in each of the above sectors has revealed that all are familiar with the nature of the game, and the higher the level, the more knowledgeable about ensuring its perpetuation.

Operatives within the system, each an integral cog in the revenue-extortion conveyor belt, are generally afforded virtual, if not complete, immunity by the Powers That Be for crimes committed "in the line of duty" (judges could not operate without immunity). In case you do not know it already, the only time an out-of-control bureau-rat will "reform" and change his/her ways is when faced with the possibility of personal liability/loss/damage/etc. Heretofore, there have been few solutions for bringing about such results.

The essential difference between those who "work" in modern government and those who work in the private sector is that the latter must, for the sake of survival, produce a valuable product/deliver a valuable service that someone else will *voluntarily* exchange money/something of value for. Generally, government and other code-enforcement types (IRS, for one, is not part of government—see *Glossary*) are insulated/exempted from this otherwise most basic requirement for survival in today's society, living instead off wealth extorted from others who actually do the work and produce articles/services of value. Modern governments, using valueless, Federal Reserve/IMF scrip as the exclusive medium of exchange, are sanctimonious, self-protecting, self-aggrandizing, parasitic, bankrupt, commercial front operations for their shyster-creditor masters.

Offered herein are simple procedures for using the same techniques against those who would deceitfully subjugate you and enrich themselves courtesy of your labor and misplaced trust. The self-preservation process depends on your awareness of (1) your True Name and TRADE NAME as legal entities (artificial persons) separate and distinct from you; and (2) your common-law right to be compensated for the use of your private property,<sup>98</sup> and the methods afforded by the UCC for enforcing this right. A reminder of how things can actually be, if enough people stop consenting with tyranny in any form:

"...We hold these truths to be self-evident, that all men are created equal, that they are endowed by their Creator with certain unalienable Rights, that among these are Life, Liberty and the pursuit of Happiness.— That to secure these rights, Governments are instituted among Men, deriving their just powers from the consent of the governed, — That whenever any Form of Government becomes destructive of these ends, it is the Right of the People to alter or to abolish it, and to institute new Government, laying its foundation on such principles and organizing its powers in such form, as to them shall seem most likely to effect their Safety and Happiness..." Declaration of Independence, 1776. (Underline and **bold emphasis added**)

<sup>98</sup> "Property may not be taken by government...even for public advantage or welfare, without just compensation." Louisville Bank v. Radford, 295 U.S. 555, 601, 602; United States v. Butler, 297 U.S. 1; Railroad Retirement Board v. Alton R. Co., 295 U.S. 330.



Section 2

***The Truth About Esquires***  
***Undressing the U.S. Judicial System***



# *The Truth About Esquires*

## *Undressing the U.S. Judicial System*

Probably the most fundamental, foundational datum that must be confronted by today's student of the law, if such student has any hope of achieving ongoing success in the application of knowledge of law, is that all law—and this statement includes every genre of codified law in existence, capped off by the Uniform Commercial Code—has been stealthily and artfully converted into private, corporate policy, and that the administrators of this corporate policy are none other than actors within and without the insolvent (bankrupt) commercial enterprise known as “United States,” and its creditors, the Federal Reserve/International Monetary Fund syndicate. Governments use *laws*; corporations use *policy*. This is one reason why the term, “public policy,” has replaced its predecessor, “public law,” in common legal parlance, the news media, and elsewhere.

You may have wondered why the term “United States” in the previous paragraph is not preceded by the word “the.” “*The United States*” is a solecism<sup>1</sup> institutionalized by constant use over a long period of time.<sup>2</sup> There is nothing plural about the contemporary use of the term, “United States.” *United States* is a singular proper noun, and correct usage does not include the antecedent definite article *the*. *United States* is a corporate trade name, like *General Motors*, and identifies a corporation,<sup>3</sup> albeit federal and municipal, but a corporation nevertheless. Just as “General Motors” does not imply a plural number of “motors” that are somehow “general” in nature, *United States* does not imply a plural number of “states” that are somehow “united.” Just as proper English does not include “*the Canada*,” “*the Finland*,” “*the Egypt*,” and the like in common parlance, it likewise does not include “*the United States*”—and the implication of a plural number of states slyly and injuriously implants an erroneous notion in the mind of readers/listeners. Just as “the State of Great Britain” appears in the Declaration of Independence (1776), and “the State of Israel” is mentioned daily in the news media, “*the State of United States*” is far more accurate an identifier for what is erroneously conveyed by use of the solecism, “*the United States*.” *United States*,<sup>4</sup> the proper recital of the name, identifies the for-profit, bankrupt, commercial enterprise incorporated on February 21, 1871 in Washington, DC,<sup>5</sup> presently managed by the receiver in bankruptcy, Secretary of the Treasury of Puerto Rico,<sup>6</sup> a/k/a/ Secretary of the Treasury.<sup>7</sup>

<sup>1</sup> Solecism: An ungrammatical combination of words in a sentence.

<sup>2</sup> “From 1776 to 1789 the United States were a confederation; after 1789 it was a federal nation.” Excerpted from the definition of *federal* in: A Standard Dictionary of the English Language, Funk & Wagnalls Company, 1903.

<sup>3</sup> The U.S. Government incorporated as a for-profit, commercial enterprise in the Legislative Act of February 21, 1871, Forty-first Congress, Session III, Chapter 62, p. 419, and chartered a Federal company entitled “United States,” i.e. “United States [1871],” a/k/a “US Inc.,” a “Commercial Agency” originally designated as “Washington, D.C.,” in accordance with the so-called 14<sup>th</sup> Amendment, which the record indicates was never ratified [see Utah Supreme Court Cases, Dyett v Turner, (1968) 439 P2d 266, 267; State v Phillips, (1975) 540 P 2d 936; as well as Coleman v. Miller, 307 U.S. 448, 59 S. Ct. 972; 28 Tulane Law Review, 22; 11 South Carolina Law Quarterly 484; Congressional Record, June 13, 1967, pp. 15641-15646].

<sup>4</sup> “The United States government is a foreign corporation with respect to a state.” 19 Corpus Juris Secundum 541.

<sup>5</sup> “Location of United States. The United States is located in the District of Columbia.” Uniform Commercial Code, “UCC,” Section 9-307(h).

<sup>6</sup> Secretary of the Treasury of Puerto Rico was appointed receiver over bankrupt United States in Reorganization Plan No. 26 (1950), Title 5, United States Code, Section 903, Public Law 94-564 (Legislative History, p. 5967).

<sup>7</sup> “Secretary. The Secretary of the Treasury of Puerto Rico.” Title 27, Code of Federal Regulations, Section 250.11. The title, “Secretary of the Treasury,” is a euphemistic abbreviation of the *actual* title, “Secretary of the Treasury of Puerto Rico,” also known simply as “Secretary” (see Secretary in Glossary).



## A Most Insidious Jurisdiction

The following legal precept, however simple, reveals the source of more personal and international grief, misery, suffering, despair, chaos, and loss of life than can presently be imagined by nearly anyone outside the inner circle, and that is: "*Payment (consideration) sets the form of law.*" I.e. the mode of payment in any particular transaction sets the applicable jurisdiction for resolution of any dispute/controversy arising out of any matter concerning that transaction. This unassuming little aphorism<sup>8</sup> points the way—for the serious student of history, politics, and economics—past all the highfalutin<sup>9</sup> "authorities," and through the looking glass, and into the sprawling spectacle of the most pervasive and all-consuming confidence game in the history of the world. It transcends all national boundaries and establishes venue for the unqualified commercial conquest of mankind: the artificial, private, corporate "jurisdiction" of *Federal Reserve Notes*.<sup>10</sup>

All courtrooms in America today are commercial marketplaces dealing in matters bearing exclusively upon the private, commercial scrip<sup>11</sup> known as "Federal Reserve Notes." The notion of the "halls of justice" is an ancient fable. Today's courtrooms are impersonal businesses—under the jurisdiction of a foreign, occupying, military<sup>12</sup> power—that are managed from the "bench" (from the Italian *banca*: bank) by merchant bankers called "judges" and "magistrates" who enforce private, copyrighted, corporate policy (known as *code*) wholly owned by British corporations.<sup>13</sup> The "business of the court" consists of admitting attorneys<sup>14</sup> wishing "to conduct business," and adjusting and balancing accounts between debtors and creditors transacting in Federal Reserve Notes, "FRN's," who come before it and consent to have disputes resolved in this, America's modern judicial forum.

### Esquires

*Esquire*, from Middle French *escuier*, *esquire* shield bearer, from Lower Latin *scutarius*, from the Latin *scutum* shield + *arius* -ary, is defined as:

- Originally, a shield-bearer or armor-bearer, an attendant on a knight; in modern times, a title of dignity next in degree below knight and above gentleman. Webster's Revised Unabridged College Dictionary. (Underline emphasis added)

<sup>8</sup> Aphorism: A short saying stating a general truth.

<sup>9</sup> Highfalutin: *Am., Slang.* Pompous, bombastic.

<sup>10</sup> Numerous Caribbean, Central American, and even South American countries have adopted the U.S. Dollar as their national currency. Foreign banks that keep Federal Reserve Notes on deposit are subject to all Federal Reserve regulations, examination, and disclosure requirements.

<sup>11</sup> Scrip: Paper money issued for temporary use in an emergency. The Merriam-Webster Dictionary.

<sup>12</sup> America is currently under military occupation by the conquering foreign creditors of the Federal Reserve/IMF and its garrison troops, the British esquires of the bench and the bar associations. The term *mission statement* is strictly a military designator and any organization with a mission statement is a military unit. All 15 bureaus of the Puerto Rico-based Department of the Treasury (including Internal Revenue Service, Securities and Exchange Commission, and Bureau of Alcohol, Tobacco and Firearms), all state tax agencies, and all bar associations operate under a mission statement. Esquires (judges and attorneys) are military officers of the Crown (another front for Federal Reserve/IMF) carrying out the overall mission of the bar. It is ironic that the various branches of the United States military—the U.S. Army, Navy, Marine Corps, Air Force, and Coast Guard—do not tout a mission statement.

<sup>13</sup> The Thompson Group, LLC, LTD, with offices located in Montreal, Quebec, Canada owns, among other things: West Publishing Company; Barclays West Group; Bancroft Whitney; Clark Bordman, Callaghan; Legal Solutions; Rutter Group; Warren, Gorham & Lamont; Lawyer's Coop; Reed Elsevier owns, *inter alia*: Lexis; Deerings Codes. Black's Law Dictionary is copyrighted British law and, like all the rest, private, non-public-domain property.

<sup>14</sup> Attorney: Strictly, one who is designated to transact business for another. Black's 7<sup>th</sup>.

- In English law. A title of dignity next above gentleman, and below knight.... Black's Law Dictionary, First Edition, 1891. (Underline emphasis added)
- A man belonging to the higher order of English gentry, ranking immediately below a knight.... Applied to various officers in the service of a king... As a title accompanying a man's name... In the U.S. the title belongs officially to lawyers... The Oxford English Dictionary, 1971. (Underline emphasis added)

"Dignity" and "nobility" are synonymous, interchangeable terms, and the Word Manipulators use each to deflect attention from the other whenever needed:

- "Nobility. The persons collectively who enjoy rank above commoners; the peerage, as the English nobility; the qualities which constitute distinction of rank in civil society, according to the customs or laws of the country, that eminence or dignity which a man derives from birth or title conferred, and which places him in an order above common men..." Webster's 1828 Dictionary, hereinafter "Webster's 1828." (Underline emphasis added)
- "Dignity. In English law. An honor; a title, station, or distinction of honor. Black's 1<sup>st</sup>. The state of being noble; an elevated title or position; a person holding an elevated title; a right to hold a title of nobility, which may be hereditary or for life. Black's 7<sup>th</sup>. Elevation; honorable place of rank or elevation; the rank or title of a nobleman." Webster's 1828.

As can be seen above, an *esquire* is a title-of-nobility-holding shield-bearer for the King/Queen of England and takes the lead against any with whom the Crown desires to engage in battle. Officially, all bench officers (bar-member judges and magistrates) and attorneys in America are "esquires," officers in service of the Crown; in legal/commercial terms, they are foreign-based merchants in commerce (see UCC<sup>15</sup> 2-104) enforcing the private corporate policy of their British liege lords and employers<sup>16</sup> against unruly Colonial belligerents (American "customers") who are deceived and coerced into using the commercial scrip "currency" of the private, foreign-owned Federal Reserve Bank (FRN's), and who also—out of ignorance, bewilderment, and the instinctive urge for survival—continually attempt avoidance, and sometimes even "unlawful" evasion, of the corporate policy (e.g. Internal Revenue Code) governing the "privilege" and "benefit" (albeit compelled) of using such.

Today, all crimes, including murder, are classified, categorized, and addressed strictly as commercial/pecuniary<sup>17</sup> charges by the militaristic merchants who own and operate the legal system, issue the codes, and dictate over government. This fact is officially acknowledged at Title 27 of the Code of Federal Regulations, Section 72.11.<sup>18</sup> This single section of Title 27 alone confirms the undeniable supremacy and applicability of the UCC in all legal matters in every American courtroom, as well as others throughout the world.

<sup>15</sup> UCC: Uniform Commercial Code.

<sup>16</sup> Statutory Instrument "1997 No. 1778, SOCIAL SECURITY, The Social Security (United States of America) Order 1997, Made 22nd July 1997, Coming into force 1st September 1997 At the Court at Buckingham Palace, the 22nd day of July 1997, Present, The Queen's Most Excellent Majesty in Council... FOR THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND: William Marsden (Americas Director, FCO), FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA: Timothy E. Deal, (Minister, Embassy of the United States of America)." For complete text: <http://www.hmso.gov.uk/legis.htm>.

<sup>17</sup> Pecuniary: Of or pertaining to money.

<sup>18</sup> See "Crime is Commerce" in *Appendix*. Start looking more closely at the articles in the newspaper, especially in the Business section; it is increasingly common for hearing about criminal charges being "resolved" out of court, i.e. via payment.

## Debunking the Mythical "License to Practice Law"

Newspapers and television media chant incessantly about the so-called "license to practice law." Bar-association attorneys do not possess any such "license to practice law" but they are nevertheless *accused* of it in California Business & Professions Code. In what can only be hailed as lexical legerdemain (brilliance in the devious use of words) of the highest order, the code-encrypting esquires in government have successfully bamboozled even their own kind in convincing all of the existence of the almighty "license to practice law." The following analysis should thoroughly disabuse<sup>19</sup> anyone of any such misconception.

Whereas the notion of a "license to practice law" is scarcely mentioned in state and federal codes, the requirements and parameters surrounding every other kind of license in existence are spelled out in mind-numbing detail (e.g. Vehicle Code, Internal Revenue Code, etc.). The sacred "license to practice law," however, is as undefined and elusive as the wind: where it comes from; which agency of government issues it; whose signature is on the certification; how it is conferred; where one goes so he can see one of these things and examine it; what the tenor (duration, effective period) of the license is; what the cost of the license is—these and other intensely pertinent questions remain unanswered by the Codes that foist the implication of its existence upon us.

Here is a front-row seat for observing the word-manipulating esquires—both in and out of government—in action. California Business & Professions Code, "Cal. B&P"—the 6000 series of which is also known as "The State Bar Act"—at Section 6002 is the solitary code section in all of California Code that proclaims that any such license was ever issued, but it does not also tell us which government agency issued it, and likewise where one can go to see one of these things. Section 6125 of the same Code discusses the practice of law and bar membership:

**"6125. Necessity of Active Membership in State Bar.**

"No person shall practice law in California unless the person is an active member of the State Bar."

**"6002. Members.**

"The members of the State Bar are all persons admitted and licensed to practice law in this State..."

These two cites appear innocent enough, but a glaring outpost is that they reference entirely different jurisdictions: § 6125 is applicable only in "California"; § 6125 pertains only "in this State." *California* means the original, *de jure* California Republic as described in the 1849 California Constitution. *In this State*,<sup>20</sup> however, per California Revenue & Taxation Code, means the *de facto* federal territory under control of District of Columbia, a/k/a/ "United States," and *expressly excludes* the *de jure* California (California Republic). Whereas *California* has a sovereign constituency, *i.e.* flesh-and-blood men and women living on the land under the common law, *in this state* signifies the federal "State of California," with its subject-"citizen of the United States" *persons* existing under statute in an artificial realm. There is no other plausible, coherent explanation for not using the identical term in each Section. For this reason, and this reason alone, §§ 6125 and 6002 bear no meaningful relation with each other.

<sup>19</sup> Disabuse: To free from error, fallacy, or misconception.

<sup>20</sup> Per California Revenue & Taxation Code §§ 6017, 11205, 17018, and 23034, the terms "in this state," "this state," and "State" are defined for tax jurisdiction purposes as "District of Columbia," a/k/a "United States."

Both Sections cite only "persons." The only *persons* in *California* are corporations and other corporately colored entities (TRADE NAMES). Since the *de jure* California essentially disappeared from the legal scene with the arrival of the U.S. bankruptcy in 1933, § 6125's proclamation makes as much sense as the Vehicle Code asserting, "No person shall drive an 18-wheeler on Route 66<sup>21</sup> unless that person is a member of the Teamsters Union."

### What is "The State Bar of California"?

A potentially fatal discrepancy in both Sections cited above is that the entity named, *i.e.* the "State Bar," a/k/a "The State Bar of California," does not legally exist. The California State Constitution, Article 6, Section 9, and the California State Bar Act, codified at Cal. B&P 6001, respectively, make the following proclamations:

"SEC. 9. The State Bar of California is a public corporation."

"6001. The State Bar of California is a public corporation."

All bona fide corporations, public and otherwise, must be registered with the secretary of state. The corporate seal promoted on the letterhead of the State Bar of California indeed bears an incorporation date of July 29, 1927, but the secretary of state's office informs this author that, per their records, *State Bar of California*, as a public corporation, does not exist (see "State Bar not a Registered Public Corporation" in *Appendix* for a printout of State Bar's missing listing as a public corporation in the California Secretary of State's online records of corporations). Speaking with twelve (12) different personnel at the headquarters of the State Bar in San Francisco—as high up as the *Executive Director's office*—no one can answer the following questions:

- What type (legal classification) of organization is the State Bar of California?
- What is the significance of the alleged date of incorporation, July 29, 1927, on the corporate seal touted by the State Bar of California on their stationery?
- Why does the State Bar of California advertise a corporate seal if the alleged corporation attached thereto is non-existent/defunct and unregistered?
- Why is there no record of the State Bar of California as a public corporation at the secretary of state's office when both the State Bar Act (at Cal. B&P 6001) and the California State Constitution, by amendment (November 8, 1966), at Article 6, Section 9, specify that the State Bar of California is a public corporation?

As of this writing (February 2002), the Office of the Executive Director of the State Bar of California is circulating a memo within State Bar offices that describes the nature of the organization for all employees. As quoted over the phone by a very helpful senior administrative assistant at the offices of the State Bar (who shall remain unnamed):

"The State Bar of California is a constitutional agency in the judicial branch of State government, and the purpose of the State bar is to act as the administrative arm of the California Supreme Court in matters relating to the regulation of the legal profession. (Underline emphasis added)

<sup>21</sup> Route 66: Former undivided highway running between Chicago, Illinois and Santa Monica, California, officially decommissioned in 1985.



The only problem with the above advisory memo is that "constitutional agency" is not how the *Constitution* and the *State Bar Act* (Cal. B&P 6001)—legislative acts that created the State Bar—identify State Bar of California; both specify that it is a *public corporation*, not a "constitutional agency."

Complicating matters, California Secretary of State *refuses to issue* a "Certificate of Non-filing" (\$5.00 fee) a standard form for any unregistered, non-filing public corporation, for "State Bar of California," claiming that the State-Bar public corporation was formed by statute (legislative act), and therefore not formed in accordance with the California Corporations Code, hence lack of statutory authority for Secretary of State to issue the certificate. State Bar of California is broadly and openly touted as a public corporation, but has cleverly exempted itself from registration (to conceal its books and records). Resolving the paradox<sup>22</sup> and revealing the utter deceit and criminal intent of the State Bar and the dissemblers<sup>23</sup> that created it, is the following obscure cite from *7 Corpus Juris Secundum* 9:

"In view of decision that creation of public corporations by special acts is prohibited by state constitution, state bar act creating state bar corporation as public corporation has no viability and designation of state bar as 'public corporation' has no legal efficacy."  
Bridegroom v. State Bar, 550 P.2d 1089, 27 Ariz.App. 47. (Underline and bold emphasis added)

The State Bar Act creating the State Bar as a public corporation "has no viability," and the public corporation formed thereby has "no legal efficacy"—but State Bar enjoys the best of both worlds anyway: an apparent agency of government, enjoying the power and protection of the state, *including exemption from taxation*, but in actuality a pirate institution *without legal basis*, a conglomerate of sycophantic flunkies (attorneys) at the beck and call of the judicial system (that enforces copyrighted law of British corporations), operating outside the bounds of law that the rest of us must contend with every day just to survive. How could we expect anything less from the "profession" whose very existence is predicated on the ongoing ignorance of its victim-customers re its practices and policies.

### Bar Membership

Section 6002 tells us "members of the State Bar are admitted and licensed to practice law." Admitted into what? Licensed by whom? The word mastery of this simple proclamation in both satisfying the reader's perfunctory<sup>24</sup> inquisitiveness, yet firmly establishing ambiguity, boggles the mind. Reading these two Cal. B&P Sections, one might get the idea that State Bar members are the only ones who can ever obtain a "license to practice law." However, because of the way Section 6002 is worded, non-members of the State Bar are not excluded from being "admitted and licensed to practice law in this State." Similarly, as shown below, bar membership is a result of, *i.e. follows*, being "admitted and licensed to practice law in this state," whereupon the admitted party is then granted membership in the State Bar and a bar card—*not the other way around*:

"Generally, membership in a bar association is optional with the individual attorney, but where a unified or integrated state bar organization is established, membership and payment of dues may be required as conditions of practicing law in the state..." *7 Corpus Juris Secundum* 8, In re Gibson, 4 P.2d 643, 35 N.M. 550. (Underline emphasis added)

<sup>22</sup> Paradox: A statement that seems contrary to common sense and yet is perhaps true.

<sup>23</sup> Dissemble: To conceal or disguise one's true nature, intentions, *etc.* so as to deceive.

<sup>24</sup> Perfunctory: Done merely for the sake of getting through; mechanical and without interest.

Cal. B&P §§ 6125 and 6002 are the only two code sections that bring bar-association attorneys into the realm of legitimacy. A recap of significant discrepancies:

- Only State Bar members can practice law in *de jure* California, which was, for all practical purposes, disposed of on March 6, 1933—*i.e.* § 6125 is pure camouflage;
- Though the media and courts would have us believe otherwise, non-State Bar members are *not excluded* from being “licensed to practice law in this State”;
- State Bar members have been “licensed to practice law,” but when and where and how and by whom we are not told; and
- California Business & Professions Code requires membership in a non-existent/defunct public corporation.

The State Bar of California does not issue licenses—*cannot issue licenses*—because it is nothing more than a freewheeling, private trade union posing as agency of government. Quoting from a statement issued by Governor Pete Wilson’s office in a May 30, 1998 article from the LA Times entitled “Wilson Suggests Changes to Let Bar Survive”:

“The bar now ‘acts as a trade organization promoting the legal profession, while continuing to regulate and discipline attorneys—a dual responsibility that many of its own member attorneys call a conflict of interest,’ said a statement issued by Wilson’s office.” (Underline emphasis added)

If the State Bar were indeed the source of the mysterious “license to practice law,” then it would be an absolutely indispensable component of the California State government (an impossibility), without which no attorney could be “licensed.” Proving the impotence of the State Bar of California and the falsity of the licensing myth associated with it, is the following article from the April 14, 1998 edition of the LA Times:

“Beleaguered State Bar Faces Uncertain Fate – Agencies: **It will begin going out of business** as a result of Wilson veto unless Legislature acts quickly”

“...Critics two years ago launched a referendum on **whether to abolish the bar**, but with just over half the state’s lawyer’s voting, **the bar survived**. About 65% of the respondents opposed dismantling it.

“**The bar has escaped other brushes with death**. In 1985, the Legislature refused for several months to allow the bar association to collect dues because of its abysmal record in disciplining lawyers.” (**Bold and Underline emphasis added**)

If the existence of the bar association hinges on an internal vote of disgruntled “critics,” *i.e.* bar-association attorneys complaining about paying dues and disciplining themselves—and could have easily been *abolished* in 1985 and 1996—the State Bar of California can be dismissed as irrelevant as the source of any so-called “license to practice law.” However, the *apparent intent* is to bring about the idea in the mind of the public that an attorney’s bar card is his “license to practice law.”

Regarding the conduct and professional standards of esquires, there is no state or federal regulatory agency in America governing such matters. Quoting Oceanside, California Republican Assemblyman Bill Morrow, who sponsored a bill for overhauling and shrinking the bar in 1998, in the same LA Times article immediately above:



“Morrow said that he is not worried that lawyer discipline will lapse. If no legislative breakthrough is reached by summer, the legislature will simply transfer lawyer discipline to the State Department of Consumer Affairs, the lawmaker said.” (Underline emphasis added)

Bar associations function merely as labor unions, like the Teamsters. Just as membership in the Teamsters Union does not confer the privilege of driving, membership in the bar association likewise does not confer the privilege of practicing law. Rather, membership in the bar association *is a result of* being “admitted and licensed to practice law.” The notion that a bar association has any obligation to discipline its members is fantasy, and whatever occurs is gratuitous. State bar associations cannot be very different than their parent, the American Bar Association (a “voluntary membership association of attorneys” per their web site); each is one substantially nothing more than a union of local mercenaries (military personnel for hire) carrying a foreign title of nobility and operating under the aegis<sup>25</sup> of the judicial system, which has a vested pecuniary interest in the proliferation of its members.

### “Attorneys at Law”

Cal. B&P 6067 specifies that it is merely a “person”—*not* a “member of the State Bar”—that must have a certificate of his oath of office indorsed upon his/her license:

“Every person on his admission shall take an oath to support the Constitution of the United States<sup>26</sup> and the Constitution of the State of California,<sup>27</sup> and faithfully to discharge the duties of an attorney at law to the best of his knowledge and ability. A certificate of the oath shall be indorsed upon his license.” (Underline emphasis added)

We are not told what is meant by “admission” in this Code Section (revealed below), but if the bar card were the so-called “license to practice law” then the above-referenced oath would be inscribed upon it in certificate-form and indorsed. No bar card—a credit-card sized piece of plastic—has any such indorsed certificate of oath of office upon it. The only text appearing on the bar card of the State Bar of California concerns annual union dues:

“This certifies that the person whose name appears on this card has paid the annual fee required by statute.”

Punctuating this whole matter, your authors are personally acquainted with *more than one* “practicing attorney at law” who is not a member of the bar. If such “attorneys at law” are “admitted and licensed to practice law in this State” (Cal. B&P 6002)—*and do so*—yet are not members of the bar association, upon exactly which “license” is their “oath to support the Constitution of the United States” indorsed?

### The Actual So-Called “License to Practice Law”

The reason British esquires can practice law without a state-issued license in American courtrooms is that the courtrooms are no longer *de jure* government instrumentalities/operations, but rather private, monopolized, commercial venues/marketplaces for enforcing the private, copyrighted, corporate policy (statutory law/code) of the owners of the codes

<sup>25</sup> Aegis: Shield; protection; patronage; sponsorship.

<sup>26</sup> The *de facto* “Constitution of the United States” (1871) represents the legislative democracy; the *de jure* “Constitution of the United States of America” (1787) represents a constitutional republic.

<sup>27</sup> The 1849 California Constitution is the *de jure* Constitution of California; the post-US incorporation 1879 Constitution (containing no effective date) of the State of California is the *de facto*, federally colored constitution.

and the FRN's, as mentioned earlier. Possession of a bar membership card, as in any labor union, means only that a particular esquire has attained at least some degree of expertise and that his/her union dues are current. Nothing else.

The answer for the above uncertainties apparently lies in California Business & Professions Code Section 6064, "Admission on examiner's certification; Admission certificate":

"Upon certification by the examining committee that the applicant has fulfilled the requirements for admission to practice law, the Supreme Court may admit such applicant as an attorney at law in all the courts of this State and may direct an order to be entered upon its records to that effect. A certificate of admission thereupon shall be given to the applicant by the clerk of the court." (Underline and Bold emphasis added)

First of all, the fact that a separate body, "the examining committee," must certify that an applicant "has fulfilled the requirements for admission to practice law" is further evidence that simple bar membership does not confer a "license to practice law"—otherwise Section 6002 would be sufficient in itself, with no further requirement for being "licensed."

Regarding the true importance of the so-called "examining committee" referenced above in Section 6064: the chief justice of the Supreme Court can unilaterally overrule its decision and admit any applicant that has been rejected as unfit/unqualified. "Admission to practice law" is controlled ultimately by the chief justice of the Supreme Court of the jurisdiction:

"Supreme Court has inherent power and authority to admit an applicant to practice law in this State...despite unfavorable report upon such applicant by Board of Governors of State Bar." (Underline emphasis added) Lacey, In re (1936) 11 CA2d 699, 81 P2d 935.

"The authority of the Committee of Bar Examiners is limited to investigating and recommending for admission those applicants found by it to be of the prescribed standards. Only the Supreme Court has the plenary<sup>28</sup> power to admit applicants who, in the opinion of the court, meet the prescribed test, whether or not the Committee agrees with the conclusion of the court." Greene v. Zank (1984, 2d Dist) Cal App 3d 497, 204 Cal Rptr 770. (Underline emphasis added)

Other sections of the Code reveal that the "license to practice law" follows "admission to practice law," not membership in the bar-association:

"6060.5. Neither the board, nor any committee authorized by it, shall require that applicants for admission to practice law in California pass different final bar examinations depending upon the manner or school in which they acquire their legal education.

"6060. To be certified to the Supreme Court for admission and a license to practice law, a person who has not been admitted to practice law in a sister state...shall... (Bold and underline emphasis added)

"6064.1. No person who advocates the overthrow of the Government of the United States or of this State by force, violence, or other unconstitutional means, shall be certified to the Supreme Court for admission and a license to practice law." (Underline and bold emphasis added)

<sup>28</sup> Plenary: Full in all respects or requisites; entire; complete; also, complete, as embracing all the parts or members.

A real-life example of the true nature of the so-called "license to practice law," taken from a November 10, 2001 article in the LA Times entitled "Clinton Resigns From High Court Bar":

"...Former President Clinton hereby respectfully requests to resign from the bar of this court,' his lawyer, David E. Kendall, said in a two-page letter to the high court's clerk..."

"Clinton's resignation from the Supreme Court bar will have little practical impact. Clinton has not practiced before the Supreme Court and was not expected to argue any cases in the future..." (Underline emphasis added)

Clinton resigned only from the *Supreme Court bar*, and from no other bar. The former so-called "license to practice law" in question is the certificate of admission issued by the British-esquire chief justice of the Supreme Court; just like the one issued in *de facto* State of California, where the chief justice has final say-so over who gets "licensed" (chief justice *is* the Supreme Court). Every other "license to practice law" held by Clinton for doing business in all other courtrooms remains intact. The only possible "license to practice law," the certificate of admission, does not fit the definition of "license" *per se*, but is a *de facto license*, as proven below, issued by the Supreme Court of the jurisdiction.

### Source of the "License" and the British Title of Nobility

Since the Code painstakingly avoids ever actually naming/identifying the imaginary "license to practice law," we must look deeper to discover the true nature of the certificate of admission and why it is construed as a "license to practice law." An underlying aspect of the certificate of admission—and likely the only reason we are ever even told of a "*license to practice law*"—is because it is the equivalent of the "*right to practice law*," revealed at 7 *Corpus Juris Secundum* 4 (page 801) and the actual referenced case:

"In this state, the right to practice law is conferred by letters-patent, issued under the great seal of the state by its chief executive... The right to practice law is a property right existing by virtue of... letters patent, from the state as the sovereign. 168 A. 229; 114 N.J. Eq. 68. (Underline and bold emphasis added)

The word *patent* is defined as follows:

- "1. *a.* Manifest or apparent to everybody; requiring no search to discover; conspicuous; evident; plain; as, the fraud was *patent*. 2. Covered or protected by letters patent; **secured from interference by government protection**... 3. Open for general inspection, as letters patent.... *n.* ...3. Law. A grant of any privilege, franchise, etc., made by sovereign authority." *A Standard Dictionary of the English Language*, Funk & Wagnalls Company (1903). (Bold and Underline and emphasis added)
- "1. A government protection to an inventor, securing to him for a specific time, the exclusive right of manufacturing, exploiting, using, and selling an invention; the right granted. 2. **Hence, any official document securing right.**" *Funk & Wagnalls Standard Dictionary*, International Edition (1958). (Bold and underline emphasis added)

The true relationship between Crown and United States should be coming into focus: the source of a patent, as well as *letters patent* (described below), from the beginning has always been the sovereign, the Crown, the originator of this device. Because the Crown had a supreme need for disguising its commercial interests in America, while continuing to

conduct business in the name of its straw-men<sup>29</sup> esquires, the notion of a "sovereign" artificial person (United States), a so-called "sovereign state," had to be concocted and introduced into the legal world. Officially proclaiming *United States* a "sovereign" thereby endowed the enterprise with a sense of legitimacy and propriety, *while still controlling utterly, however, the destiny of the new corporation via its esquires.* For esquires, the chain-of-command still runs to the Crown. [Historical Note: 24 of the 56 Founding Fathers—*almost half*—were king's esquires.] The actual case cited from *Corpus Juris Secundum* above (168 A. 229; 114 N.J. Eq. 68.) sheds more light on this phenomenon:

"In this state, the right to practice law is conferred by letters-patent, issued under the great seal of the state by its chief executive. In re Branch, supra. This has been the custom from the very beginning of the Province of New Jersey. In re Hahn, supra. So that attorneys-at-law in New Jersey are the holders of a franchise granted by the state, through the governor, by letters-patent, by the same authority as formerly was exercised by the British crown. 1 Pollock & Maitland's History of English Law 191. A franchise is a 'royal privilege, or branch of the king's prerogative, subsisting in the hands of a subject.' 2 Bl. Com. 37. A special privilege conferred by government on individuals and which does not belong to the citizens of the country generally by common right. Ang. & A. Corp. P 4..."

"Since the right to practice an ordinary calling, business or profession is property (State v. Chapman, supra), it follows that the right to practice a profession conferred by the state as a franchise by virtue of what was originally the king's prerogative, is a property right." 168 A. 229; 114 N.J. Eq. 68. (Underline and bold emphasis added)

Investigating *letters patent*, we find:

- "Hist. A document granting some right or privilege, issued under government seal but open to public inspection." Black's 7<sup>th</sup>. (Bold and underline emphasis added)
- "An instrument proceeding from the government, and conveying a right, authority, or grant to an individual..." Black's 1<sup>st</sup>. (Underline emphasis added)
- [From within the definition of *letter*.] "Letters patent, an open document under seal of the government, granting some special right, authority, privilege, or property, or conferring some title;... A Standard Dictionary of the English Language, Funk & Wagnalls Company (1903). (Underline and bold emphasis added)

No attorney can produce a valid, state-issued "license to practice law," and no such "license" exists. However, there is such a thing as a "right to practice law," which is a special *property right* and, as confirmed above within *Corpus Juris Secundum*, said *right* is granted by means of *letters patent*. The so-called "license to practice law" can be none other than the letters-patent "certificate of admission"—a document that can only be *construed* as the fabled "license to practice law," and then only covertly, by and within the judicial system. As confirmed in the dictionary-definition of *letters patent* immediately above, the British-esquire-run Supreme Court, in the granting of letters patent, tacitly confers the British title of nobility, *Esquire*. Attorneys at law are free to begin using their new title upon receipt of the certificate of admission. Bar membership is incidental (non-essential re the "right to practice law"), follows in the wake of the letters patent, and establishes a sham straw man between the judicial system and the people.

<sup>29</sup> Straw man. A "front"; a third party who is put up in name only to take part in a transaction. Black's 6<sup>th</sup>.



Since there is no requirement that an attorney at law identify himself as an esquire, there must be some other factor at play that induces such extraneous behavior:

“Admission to the practice of law is membership in an ancient and honorable profession that has for its goal the furtherance of the administration of justice, and the attorney is an instrument for the achievement of such noble purpose.” *McFarland v. George*, App., 319 S.W.2d 662. (Bold and underline and emphasis added)

“Profession includes much more than the mere management of the prosecution and the defense of litigated cases.” *Commonwealth of Pennsylvania v. Wheeler*, 73 Pa. Super. 164.

“Accepting employment entails duty to courts and faithful performance of services.” 7 *Corpus Juris Secundum* 4, page 801. (Underline emphasis added)

“One who is admitted to practice as attorney at law, both by virtue of his oath of office and customs and traditions of the legal profession, owes to the court the highest duty of fidelity.” 97 N.W. 2d 287; 255 Minn. 370 In re: Lord. (Underline and bold emphasis added)

What better way of advertising one's true colors (“military service,” per *Merriam-Webster Dictionary*)—re the source of one's newfound power than by voluntarily affixing the addendum, (*king's*) “*Esquire*,” on the end of one's name.

British corporations have now copyrighted, and own, every type of Code within the entire U.S. judicial system (as cited in Footnote 13 on the second page of this treatise). The private policy of British corporations is being enforced in American courtrooms in the form of a *property right* bestowed upon a special class of “citizens” who become British esquires.<sup>30</sup> *Black's Law Dictionary* is copyrighted British law.

Whereas the bar association is presented as the supreme force in the legal realm, it is actually only a club of private henchmen under the control of the Supreme Court, which grants a special “property right” (*to practice law*) in letters patent disguised as “certificates of admission,” thereby covertly conferring the title of “esquire” upon recipients. The corrupt, unregistered, and illegitimate bar association dutifully slinks along behind the master—nevertheless a vital tool in the designs of the Legal Masters of the World—a storefront for deflecting public scrutiny and providing a semblance of piety<sup>31</sup> within the legal profession.

Esquires carry out the business of the Crown, *i.e.* extraction of both participatory payments arising out of the original commercial joint venture between the Colonies and the Crown, and war reparations—called “war contributions” (*see war contributions in Glossary*)—from American Colonial belligerents (you).

### The Fox Guards the Henhouse

Besides the fact that all three branches of what passes for “government” in America—the legislative, judicial, and executive branches of bankrupt, *de facto* US Inc.—are run almost exclusively by personnel operating under a British title of nobility, every prosecuting attorney at every level of government operates in a manner that makes a mockery of the “separation of powers” doctrine. Under “Attorney & Client” in *Corpus Juris Secundum* (1980) we have:

<sup>30</sup> Ex-Mayor of New York Rudy Giuliani is the most recent recipient, but apparently the past many American presidents have each been honored with knighthood (“Sir”; title of nobility) bestowed by the Crown.

<sup>31</sup> Piety: Fidelity to natural obligations.

"His first duty is to the courts and the public, not to the client, and wherever the duties to his client conflict with those he owes as an officer of the court in the administration of justice, the former must yield to the latter. The office of attorney is... vital to the well-being of, the court.... Attorneys as officers of court have duty to maintain respect due court which duty should exceed that imposed upon the public generally and which duty should not be looked upon lightly and cannot be shirked under the guise of representing interest of a party litigant. 7 Corpus Juris Secundum 4 (Bold and underline emphasis added)

"Duty of attorney is to court if litigant client's interest threatens a state interest. 7 Corpus Juris Secundum 43. (Bold and underline emphasis added)

"One who is admitted to practice as attorney at law, both by virtue of his oath of office and customs and traditions of the legal profession, owes to the court the highest duty of fidelity. 7 Corpus Juris Secundum 4. (Underline and bold emphasis added)

"It is generally accepted that an attorney is an officer of the Court and, as such, an officer and arm of the state." 7 Corpus Juris Secundum 4, Virgin Islands Bar Association v. Dench, D.C. Virgin Islands, 124 F. Supp. 257 (Underline and bold emphasis added)

The internal memo from the Executive Director of the State Bar of California referenced earlier is in complete harmony with the above cites from *Corpus Juris Secundum*:

"The State Bar of California is a constitutional agency in the judicial branch of State government, and the purpose of the State bar is to act as the administrative arm of the California Supreme Court in matters relating to the regulation of the legal profession. (Underline and bold emphasis added)

As abundantly shown above, the duties and obligations of bar-association attorneys lie with the court and the "public" (government interests), *and never the client*. "Clients" are fodder for the wealth-confiscation and freedom-usurpation activities of the court. Attorneys are elevated above others with a special property right and title of nobility and empowered with quasi-immunity to ensure that the courts get their daily ration of Code-ignorant "customers."

Prosecuting attorneys are, by definition, part of the executive branch, but because *all* attorneys are "officers of the court" and members of the judicial branch, prosecutors must first genuflect<sup>32</sup> for the judge—his/her lifeline in the marketplace—and second for the executive branch, which issues his/her paycheck.

"While the attorney general is a part of the executive branch of government, as an attorney he is also an officer of this court. When he appears in court in a legal matter, he is acting as an attorney." 255 Minn. 370; 97 N.W.2d 287.

This factor confirms the most egregious<sup>33</sup> conflict of interest in government today, in that a prosecuting attorney's first duty is drumming up business for the court/judicial branch (private commercial enterprise enforcing policy of British corporations). This arrangement is a self-initiating business monopoly operating under the charade of government altruism, where the prosecuting attorney's actual agenda is pleasing the judge<sup>34</sup> and the judge's

<sup>32</sup> Genuflect: To bend the knee as an act of reverence or worship.

<sup>33</sup> Egregious: Notably or conspicuously bad; flagrant.

<sup>34</sup> As much as one-third of all court proceeds goes into a judge's retirement fund, a wartime practice described in the definition of the term *booty*: "The capture of personal property by a public enemy on land, in contradistinction to



foreign masters by bringing in sacrificial client-victims from the "enemy camp" (Main Street, USA)—not in "standing guard as a sentinel of freedom" as a member of the executive branch and ensuring that justice prevails.<sup>35</sup>

This philosophy manifests for non-prosecuting attorneys, as well: at a 1999 private get-together, a junior of LA's former City Attorney, Gil Garcetti, revealed in conversation with an associate of your authors that his primary duty as "third-in-command" at the city attorney's office was "generating new business for attorneys." The judicial system is a private business monopoly posing as an agency of government that dispenses justice and preserves and upholds the U.S. Constitution. Upon investigation, its actual agenda is found to be "herding unwary/unwitting victims into court for sacrifice at the judicial altar." The judge-attorney Brotherhood deals in secret-clubhouse, members-only code words, language, and procedure specially formulated to ensure that non-insiders do not comprehend what is transpiring. There is an almost infinite number of legal trap doors, escape hatches, and secret diversionary techniques used for shunting knowledgeable customers when they get too close with the workings of the operation.

The *original*, un-enacted 13<sup>th</sup> Article of Amendment of the Constitution reads as follows:

"If any citizen of the United States shall Accept, claim, receive, or retain any **title of nobility** or honour, or shall without consent of Congress, accept and retain any present, pension, office, or emolument of any kind whatever, from any emperor, king, prince, or foreign power, such person shall cease to be a citizen of the United States, and shall be incapable of holding any office of trust or profit under them, or either of them." (Bold emphasis added)

The entire purpose of the Crown's (England's) War of 1812 with America (despite having signed the Paris Peace Treaty only 29 years earlier) was the destruction of the official records containing the first 12 States' approval of the new Article of Amendment, housed in the Library of Congress. Ratification by three-quarters of the 17 states was necessary before the Amendment could be enacted and Virginia was the only state that had not voted. The so-called War of 1812 was initiated before this could occur (although Virginia later passed the Amendment as proposed). Once the building and its contents were destroyed by fire the "war" was over, the British withdrew, and members of Congress were pressured in various ways to retain only extant prohibitions<sup>36</sup> in the Constitution, which state merely that the U.S. Government cannot *grant* a title of nobility, and that "Consent of the Congress" is required to accept any such title.

The moneychangers overseeing the Crown thereby arranged for the continuing, unfettered commercial conquest of America by stacking all three branches of government with *de facto* British military officers. Had the Library of Congress not been destroyed, we would have no British agents/esquires/attorneys holding political office in America—and no XIV

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prize, which is a capture of such property at sea... The right to booty belongs to the sovereign; but-sometimes the right of the sovereign... is transferred to the soldiers, to encourage them..." Bouvier's 8<sup>th</sup>

<sup>35</sup> The supreme prosecuting attorney in America, the U.S. Attorney General, is also, per the 1994 U.S. Government Manual (p. 390) "...the permanent representative to INTERPOL..." INTERPOL is the International Criminal Police Organization, a 169-member-nation intelligence-gathering/-dissemination group whose constitution requires that any such representative expatriate his/her citizenship, further identifying the foreign status of this particular esquire.

<sup>36</sup> "No Title of Nobility shall be granted by the United States: And no Person holding any Office of Profit or Trust under them, shall, without the Consent of the Congress, accept of any present, Emolument, Office, or Title, of any kind whatever, from any King, Prince, or foreign State." *The Constitution for the United States of America*, Article I, Section 9, Clause 8.

Amendment, no U.S. incorporation in 1871, no XVI Amendment, no Federal Reserve Act of 1913, no U.S. bankruptcy in 1933, no personal income tax, no \$6-Trillion national debt, and no Social Security Ponzi scheme<sup>37</sup>—and numerous other social/economic/political calamities—all handiwork of the King's esquires.

### Sugar-Coating the Deceit

The reason Hollywood cranks out so many feel-good lawyer movies where the selfless, kindhearted, benevolent attorney is played by a box-office superstar; the reason there are so many attractive, popular actors in an ever-increasing number of engaging courtroom-, judge-, and attorney-related TV shows; the reason all judges carry a quasi-title of nobility,<sup>38</sup> i.e. "the Honorable..."; the reason the media carries on the charade disguising the true nature of bar associations and the phony "license to practice law," etc. is to obliterate the truth and persuade the masses, via continuous bombardment with subliminal messages, that judges and attorneys are a swell bunch of patriotic guys and gals who take up for the little guy and work tirelessly for "truth, justice, and the American Way." Such propaganda gushes forth with increasing frequency as required damage control for the devastating societal impact of the wholesale destruction of lives at the hands of esquires.<sup>39</sup> The entire operation is predicated on keeping victim-customers ignorant of the meaning of the secret code words and rituals employed in the process, an unfeeling, cold-blooded, reptilian mentality.<sup>40</sup>

The life of an esquire, i.e. *all bench officers* and *all attorneys*, is an ultra-deceitful, quasi-genocidal undertaking in charlatanism where a successful career is determined by the esquire's efficiency in separating the esquire's clients, and sometimes even adversaries of the esquire's clients, from their wealth/freedom. Esquires deserve no sympathy from anyone because they play by a different set of rules than everyone else. Attorneys win only 50% of their cases, a mathematical fact, but a moot point because attorneys always get paid, win or lose. Whereas other professionals are paid based strictly on results and the quality of their work, attorneys collect their inflated fees in full even when they fail—and *payment of attorney fees is enforced by the judicial system*—conclusive proof of the inherently criminal nature of the U.S. judicial system and all its collaborators. After all, what is a criminal but someone in possession of a valuable commodity that was acquired without exchanging something else of value for it? Half of all fees collected by attorneys are obtained without fair exchange—not much different than extortion, ransom, and solicitation of bribes. The true nature of the Legal Brotherhood gets clearer and clearer: the judicial system enforces payment of legal fees by judicial decree—even when the attorney fails—so the attorney community will continue bringing "business" into the court. What other profession gets paid in full for complete failure?

<sup>37</sup> Ponzi scheme: (*pon-zee*). A fraudulent investment scheme in which money contributed by later investors generates artificially high dividends for the original investors, whose example attracts even larger investments. Money from the new investors is used directly to repay or pay interest to old investors, usu. without any operation or revenue-producing activity other than the continual raising of new funds. This scheme takes from Charles Ponzi, who in the late 1920's was convicted for fraudulent schemes he conducted in Boston. Black's 7<sup>th</sup>. For details on the true nature of Social Security see "The Curse of Co-Suretyship," in Section 3 of this manual.

<sup>38</sup> Judges are accorded official immunity because conducting business would be impossible without such a built-in exemption for crimes committed. The quasi-title of nobility, "The Honorable...", "His Honor," etc., accorded judges is an absolute public relations necessity and a permanent attempt in convincing all that—at least according to the *esquires of the judicial system*—the judge is honest, even if few, if any, of his/her customers/victims would concur.

<sup>39</sup> The contemporary legal profession actually exerts a negative (parasitic) influence on the Gross National Product in that its functionaries create no value, but continuously siphon off enormous sums of wealth and money.

<sup>40</sup> "Better to be a mouse in the mouth of a cat than a man in the hands of an attorney." Spanish proverb.

## Money Motivation

When the Fair Debt Collection Practices Act, "FDCPA," was enacted on September 20, 1977 (Public Law 95-109) the Act exempted from its provisions "any attorney collecting a debt as an attorney on behalf of and in the name of a client." Seizing on the obvious advantage (a debt collector could not threaten legal action, for example, but an exempted attorney could), the number of attorneys handling consumer collection accounts quickly surpassed the total number of lay<sup>41</sup> collectors in the entire industry.

Representatives of a major national law firm, testifying in a hearing before a subcommittee of the U.S. Senate on May 25, 1983, estimated that in 1982 alone it received 365,471 consumer accounts for collection, representing a total dollar value of more than \$355 million, roughly *ten (10) times* the volume collected by the average ACA (American Collectors Association) member agency, as determined by national survey. This law firm also testified that nearly 92% of the consumer collection accounts it handled that year did not involve legal action; *i.e.* no lawsuit was necessary for 92% of the money it collected. Quoting from the House Report (99-405 (1986)) from which the above is taken:

"The application of several provisions of the Act to attorneys collecting debts are worthy of note. The restrictions of sections 804 and 805(b) on contacts with third parties [neighbors, employers] regarding a consumer's debt are intended to protect the privacy of consumers' financial affairs. These contacts are not legitimate collection practices and result in serious invasions of privacy, as well as the loss of jobs. The Committee discerns no reason to make any distinction based upon the identity of the debt collector." (Underline emphasis added)

Besides threatening the entire lay collection industry with extinction within five years of inception of the FDCPA, the practices of the debt-collecting esquires generated so much enmity<sup>42</sup> in American consumers/voters that Congress was besieged with demands for help and, in 1986, officially removed the attorney exemption. As cited in the House Report, the original basis for the exemption was a belief that state bar associations would adequately police attorney violations, but the evidence revealed a different scenario:

"...the main concern of state and local bar associations is not the protection of consumers, but the protection of lawyers."

Despite their setback with the FDCPA, attorneys still have a license for subterfuge, deception, and thievery, courtesy of the monopoly over the field of law held by the bench officers, another covin<sup>43</sup> of esquires. When you begin doing asset searches on judges and government attorneys, the magnitude of the con begins to come into focus. Many of these characters are fabulously wealthy, and a great many of them (especially judges) have transferred title of all real property from their name into the name of a trust. The potential of getting nailed under their own name for misdeeds (crimes) committed against an unending stream of unhappy "customers"<sup>44</sup> is certainly enough reason to take such measures.

<sup>41</sup> Lay: Of or relating to the laity (the mass of people as distinct from those of a particular field); lacking knowledge of a particular subject.

<sup>42</sup> Enmity: The spirit of an enemy; hostility

<sup>43</sup> Covin: A secret conspiracy or agreement between two or more persons to injure or defraud another. Black's 1<sup>st</sup>. A secret contrivance between two or more persons to defraud and prejudice another in his rights. Bouvier's 8<sup>th</sup>.

<sup>44</sup> "We always say that we have the most unhappy customers in the world," he said. "They are either being sued or are defendants in a criminal case or are defendants in a family law case." Gerald Kippen, Los Angeles County

Esquires are motivated by money, the lowest form of motivation, proven by the very nature of their profession: an exclusive cult<sup>45</sup> with foreign allegiances whose members thrive on withholding vital information from clients, adversaries, and other marks (intended victims in a confidence game), and who will casually and callously trash the life of anyone for the sake of personal financial gain, depending utterly on the ignorance of victim-clients to perpetuate the con and stay in business. Based on firsthand knowledge and experience: the loftier the position, the more perfidious<sup>46</sup> the esquire.

### Government-Esquire Debt Collectors

Even though regular attorneys must comply with the FDCPA in the collection of debt, government-esquire debt collectors do not. Government officials, *i.e.* U.S. Attorneys and Assistant U.S. Attorneys, are exempted from the Act and labor under no such restraints in conducting business. As mentioned earlier, all crime is commercial (Title 27, Code of Federal Regulations, Section 72.11), with a commercial (financial) charge attached therewith; and any occupational demand for money is classified as "debt collection." Government-debt-collecting esquires bring in tremendous sums of cash for themselves and their masters, unhindered by the restrictions of the FDCPA.

A revealing, related fact concerning debt-collection personnel at IRS: while government officials are expressly exempted from the FDCPA, IRS officials are not. Section 5.1.1.6 (01-24-2001) of the Internal Revenue Manual reads as follows:

#### "Fair Debt Collection Practices Act

"IRC<sup>47</sup> 6304 requires the IRS to comply with certain sections of the Fair Debt Collection Practices Act (FDCPA). These deal with:

- "Contacts regarding unpaid tax, and
- "Harassment and abuse of taxpayers.

"The law applies to contacts with all taxpayers, including corporations and partnerships..."

If IRS were an agency of the U.S. Government there would be no mention of the FDCPA in its manuals. IRS is not part of government,<sup>48</sup> so IRS esquires are bound by the restraints of the FDCPA just like all other non-governmental debt collectors.

### Military Courtrooms

The law of the flag tells us that the colors (flag) flown in any forum/on any vessel dictates the law form and jurisdiction under which that entity is conducting business. Original legislation describing the American Flag is found at Title 4 USC, Chapter 1, Sections 1, 2, and 3. Flags not meeting these exact specifications are expressly excluded as American flags. The flag that flies in today's courtrooms is not the American flag described in Title 4,

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Superior Court's Northeast District court administrator for 40+ years, as quoted in "Manager Keeps Order in the Court" (LA Times, February 1, 2002).

<sup>45</sup> Cult: A group of persons having an excessive interest in something; extravagant devotion to a person, cause, or thing. The Doubleday Dictionary For Home, School, and Office, 1975.

<sup>46</sup> Perfidious (Latin *per* through + *fides* faith): Characterized by or guilty of perfidy (treachery; faithlessness); treacherous; involving a breach of faith; contrary to loyalty and truth.

<sup>47</sup> IRC: Internal Revenue Code.

<sup>48</sup> IRS's two biggest expenses are postage and rent—but government agencies do not pay postage and rent. See Internal Revenue Service in *Glossary* for additional proof.



but rather a gold-fringed,<sup>49</sup> military flag of war enforcing the private, general equity, admiralty/maritime law of the same merchant bankers and shippers who swindled America's gold<sup>50</sup> and bankrupted and conquered the U.S. Government between 1907 (Money Panic of 1907) and 1933 (depletion of gold stocks and repudiation of obligations, *i.e.* could not make good on promise for redeeming gold certificates = insolvency/bankruptcy).

“Placing of fringe on the national flag, the dimensions of the flag, and arrangement of the stars are matters of detail not controlled by statute, but within the discretion of the president as commander-in-chief of the Army and Navy.” 34 Ops. Atty. Gen. 483 (1925).

American courtrooms are stacked with foreign military personnel (esquires), in quest of a military objective (mission statement of the bar association) doing battle with enemies (debtors) of the Crown (creditor) and extracting war reparations (“war contributions”/taxes) from belligerents (American sureties<sup>51</sup>) in the field (battleground/Colonies). By law, any courtroom flying a military flag is a military courtroom/tribunal under martial-law rule.<sup>52</sup> Admiralty is a unique jurisdiction in that it carries criminal penalties for civil offenses—the only jurisdiction where military might is employed to enforce private contracts. Under martial law the accused is guilty until proven innocent, and a judge (master of the ship/vessel) rules summarily in an “administrative” proceeding without a jury, as it is done in traffic and misdemeanor cases in America. In such matters the customer has two choices: (1) appear before a bench officer and attempt to prove himself innocent; (2) simply concede guilt and mail in the payment. Failure to convene a jury for felonies and certain other circumstances can make for too much bad publicity, and so is avoided.

### Conquest Through Commerce

You may have wondered why China is on the mind of so many American politicians, and why actors within the U.S. Government have been such vocal and legislative champions of China's cause in obtaining “most favored nation” trading status and being allowed admittance into World Trade Organization (WTO). China, which represents the largest source of cheap labor in the world (China can undercut *Mexican* labor by as much as 90%), was bankrupted in 1933 along with America and every other noteworthy government at the time, and was thereafter converted into a communist state in 1949. The “mother lode of manpower” has now been successfully harnessed for dominating (by out-producing and undercutting the labor force of every nation in existence) the planetary economic free-for-all that quietly began upon China's entrance into the WTO.

<sup>49</sup> See Army Regulation 840-10 and 260-10, 34 Ops. Atty. Gen. 83, and Presidential Executive Order 10834 of August 21, 1959. Per Army Regulation, only in military courtrooms are such flags flown.

<sup>50</sup> For an entertaining and insightful discourse on the theft of America's gold, see *Wizard of Oz, The* in *Glossary*.

<sup>51</sup> Surety: A person who is primarily liable for the payment of another's debt or the performance of another's obligation. *Black's 7<sup>th</sup>*.

<sup>52</sup> A distinction exists between “martial-law rule” and “martial law.” *Martial-law rule* has been the normal operating condition in America since 1861, when rulership devolved into the hands of the “President of the United States” in his capacity as Commander-in-Chief of the military. *Martial law*, on the other hand, is a state of express, undisguised military rule, with troops in the street and the military serving as police, governing all civilian functions. Americans will know that the country is officially under full-fledged martial law if the president, in a televised address from the Oval Office, ever has a red-fringed flag displayed by his desk.

The inevitable denouement<sup>53</sup> of the clandestine love affair between beltway commies and Chinese labor is portended<sup>54</sup> nowhere more clearly than in an article from the January 27, 2002 edition of the LA Times ("Cranes Lift Upstart Above Competition," p. C1):

"SAN FRANCISCO—Beneath autumn skies, a freighter carrying four of the world's largest container-cargo cranes glided into San Francisco Bay, squeezing under the Golden Gate Bridge en route to the docks of Oakland.

"That day in the fall of 2000 was a spectacular, but not singular triumph for an upstart Chinese company that dominates manufacturing of the most important piece of maritime machinery other than ships...."

"The story of ZPMC's [Shanghai Zhenhua Port Machinery Co.'s] rise illustrates the gathering, and at times controversial, economic might of China as it dominates new sectors of global commerce...."

"After being launched in 1992, ZPMC took just six years to become the leading maker of ship-to-shore cranes, and the company has remained at or near the top.

"In U.S. ports, where the company sold dozens of towering cranes for \$5 million to \$7 million, the formula for success was simple: Bid low and build alliances.

"Using its own Chinese labor and its own fleet of delivery ships to cut costs, ZPMC consistently underbid the competition by hundreds of thousands of dollars or more...."

China's role in the Chosen Masters' attempted conquest of Earth is that of "the great equalizer," i.e. the commercial force that amalgamates all competition into a homogenous mass of ineffectual workers and consumers—and the banker-front men in District of Columbia have spared no effort to ensure that China's needs receive top priority. Did you ever ask yourself how China (and Russia) ended up on the U.N. Security Council at its inception? Business as usual for the same gang that conceived (beginning in 1931 in New York City), organized, financed, precipitated, orchestrated, and dictated strategy and tactics for United Nations's<sup>55</sup> "coming out party," World War II.<sup>56</sup>

Article I, Section 10, Clause 6 of the Constitution says, "No State shall...pass any...Law impairing the Obligation of Contracts." Because treaties are "voluntarily entered-into international contracts"—and *the obligation of contracts is inviolate*—treaties take precedence over the Constitution by default, and we are hopelessly mired in the entanglements of the political/military/ecological obligations that the DC-based executive superstructure has decided is good for us, i.e. enforcement of the will of its masters, the owners of the FRN's. The global political landscape is changing—and it doesn't have as much to do with national boundaries as it does with the most common medium of

<sup>53</sup> Denouement: (dā-nōō-mān) The final unraveling or solution of the plot of a play, novel, or short story; issue; outcome; any final issue or solution.

<sup>54</sup> Portend: To give a sign or warning of beforehand.

<sup>55</sup> As in the case of "United States," "United Nations" is a singular proper noun, requiring an apostrophe-s for the possessive.

<sup>56</sup> The primary objective behind instigation of WW II was establishment of United Nations, a centralized, global police force; a secondary objective was the utter decimation, depredation, and denigration of the German people and the complete commercial/fiscal subjugation of Germany (WW Part II, coming only 20 years after WW Part I, was mandated because WW Part I had failed in establishing League of Nations).



exchange.<sup>57</sup> Anywhere in the world you find FRN's changing hands you will also find IRS. Why? IRS is a private, Puerto Rico-based, intelligence-gathering, accounting, and collection agency responsible for policing the travels of every single FRN in existence and penalizing/fining anyone that comes in contact with one of these things.<sup>58</sup> If such an unwitting recipient does not carry a U.S. passport, no problem: virtually every government on earth is bankrupt to the same bankers, so there is not too much concern about where the tax is collected. It all ends up in the coffers of the owners of the banking system.

### An Indispensable Tool of the Chosen Masters

A major turning point in the history of Western Civilization was the gory, one-sided Battle of Hastings in 1066 A.D., wherein a tranquil English society was forever transformed by an invasion of barbarians under the tyrant, William, Duke of Normandy (William the Conqueror), a pawn of the Chosen Masters. The most significant aspects of the conquest were those in the field of law:

- Anglo-Saxons were stripped of rights and privileges they had enjoyed for 300 years;
- An effective dictatorship was established, with William collectivizing the executive, legislative, and judicial branches of government under his solitary control; and
- Lastly, but possibly the most detrimental, long-term consequence of all, was the introduction of Norman French attorneys, who brought with them a new language that destabilized the fabric of society and made legal mincemeat of the defenseless Englishmen unlearned in the new French dialect<sup>59</sup>.

“Law French. The corrupted form of the Norman French language that arose in England in the centuries after William the Conqueror invaded England in 1066 and that was used for several centuries as the primary language of the English legal system.” Black's 7<sup>th</sup>.

All the foregoing are classic tactics and stratagems<sup>60</sup> of the Legal Masters of the World, a *modus operandi* that reappeared in America:

- “The land of the free and the home of the brave” has more people in prison per capita than any other country (former rights and privileges are now crimes);

<sup>57</sup> FYI: There are three particular items that can be traded (bought and sold) only in Federal Reserve Notes: gold, oil, and medium-term notes (medium-term notes are Eurodollar-denominated bank debentures/obligations issued in face-value amounts of 10-, 25-, 50, and 100-Million U.S. Dollars with one-year and 10-year tenors).

<sup>58</sup> More evidence that IRS is part of a foreign military occupation of the *de jure* States of the Union (under Secretary of the Treasury and Commissioner of Internal Revenue, both domiciled in Puerto Rico) is an affidavit signed by Russell K. Stewart upon his appointment as IRS attorney. This affidavit may be seen in *Appendix* under “IRS Appoints Apparent Communist as Attorney.” In his standard “Appointment Affidavit” for securing employment as an IRS attorney, Stewart lined out/deleted the portion of the affidavit stating that he was neither a subversive, nor a communist, nor a fascist, and that he was not a member of any organization that advocates the overthrow of “the constitutional form of Government of the United States.” The lined-out segments comprise approximately fifty percent (50%) of the affidavit. Stewart appears to be a subversive/communist/fascist, and also appears to advocate overthrow of the American constitutional form of government, but IRS doesn't have a problem with that. What is the purpose of the affidavit if it need not be sworn to? How many other IRS attorneys share Stewart's philosophy?

<sup>59</sup> A possible source of inspiration for Shakespeare's famous line: “The first thing we do, let's kill all the lawyers.” *The Second Part of King Henry the Sixth*, Act IV, Scene 2.

<sup>60</sup> Stratagem: A maneuver designed to deceive or outwit an enemy in war; a deceptive scheme for obtaining an advantage.

- Courtesy of the *Trading With the Enemy Act of October 6, 1917*, as amended, and *Emergency War Powers* (12 Stat 319; 50 USC §§ 21, 213, 215, Appendix 16; 26 CFR Ch. 1, § 303.1-6(a); and 31 CFR Ch. 5 § 500.701 Penalties) the president retains supreme dictatorial power over all aspects of American life and government (like William) as commander-in-chief of the military (e.g. no Congressional approval needed for war; all courtrooms in America flying the gold-fringed flag of war are military tribunals under the president's direct control; complete power over all commerce, transportation, agriculture, communication, etc.); and
- It is the foreign language of attorneys (Latin) and the encrypted codes—the stock in trade of esquires—that keep them elevated above the “sheep that must be shorn.”

### Founding-Father Esquires

A glaring and alarming historical fact is that the Paris Peace Treaty of 1783 between Great Britain and United States of America was negotiated on America's behalf by three prominent King's esquires—Benjamin Franklin, John Jay, and John Adams, and each is so-identified in the Treaty, e.g. “John Jay, Esqr.” Curiously, Franklin, the principal negotiator, spent most of his time during the war years traveling between England and France, where George ruled as king simultaneously over both (and Ireland, as well).

Despite apparently having just been defeated in war, it was King George, not Congress, who convened the Treaty of Peace. He was represented by another officer of the Crown, David Hartley, Esqr. Since America supposedly won the war, thereby becoming Great Britain's international equal, it is illogical that we would afterwards seek “rights” granted by King George at the Treaty of Peace. How could George be in any position for granting America anything in the Treaty, such as its own land—the land that he supposedly had just officially lost control of and relinquished via military defeat? Why would America's “negotiators” enter a contract that would effectively nullify the sovereignty we had just achieved? The Treaty was signed neither on the soil of the apparent victor (America), nor the apparent loser (Great Britain), but in a *third* jurisdiction, France, also decided upon by King George. If we won the war, why were we incapable of dictating the terms of a treaty with a vanquished former foe from a position of strength?

The Jay Treaty of 1796, authored by one of the same negotiating esquires, John Jay, also confirms the dubious nature of the outcome of the War. Whereas the king promises hasty withdrawal of his “armies, garrisons, and fleets” in the Peace Treaty of 1783, we find that his forces are still in place 13 years later:

#### “The Paris Peace Treaty

“...Article 7.

“There shall be a firm and perpetual peace between his Britannic Majesty and the said states...and his Britannic Majesty shall with all convenient speed...withdraw all his armies, garrisons, and fleets from the said United States, and from every post, place, and harbor within the same...” (Underline emphasis added)

#### “The Jay Treaty

“...ARTICLE II

“His Majesty will withdraw all his troops and garrisons from all posts and places within the boundary lines assigned by the Treaty of Peace to the United States...” (Underline emphasis added)

The Jay Treaty also reveals who holds the upper hand in finance and commerce: requiring the U.S. Government to repay certain debt owed British merchants by American civilians (Article VI); prohibiting trade of molasses, sugar, coffee, cocoa, and cotton with any country in the world other than Great Britain (Article XII); and outlawing trade of numerous items easily construed as war contraband with any enemy of Great Britain (Article XVIII).

An independent confirmation of the United States of America's inferior negotiating status is contained in an excerpt from a 1795 Supreme Court Case, Penhallow v. Doane's Administrators (3 U.S. 54; 1 L.Ed. 507; 3 Dall. 54):

"...On 14th January, 1779, Congress resolved that they would not conclude a truce or treaty with Great-Britain, without the consent of France...."

The plausibility of a different practical outcome of the Revolutionary War, at least commercially, cannot be denied. That the American negotiators in the Treaty of Peace legally identify themselves as officers of the Crown holding a British title of nobility *alone* should excite a thorough investigation.<sup>61</sup>

### World Domination Through Deceit

The tradition of deceit and treachery has not faded with time—and the importance of the role of the Norman-French-attorney King's esquires in the ongoing subjugation of mankind cannot be exaggerated. Corporations, artificial creatures of the state operating under statutory law, are under the exclusive control of attorneys, who have the final word in all corporate activity and legal matters. Flesh-and-blood men and women, on the other hand, speak and act for themselves under the common law. However, based on the duplicitous use of people's name corrupted into a corporately colored, all-capital-letter format, judges and attorneys have justified proceeding against trusting, unwary victims *as though they were a corporation*, and have convinced virtually all Americans (and the bulk of the rest of mankind)—by specious<sup>62</sup> behavior, deliberate omission of the truth, and official insistence upon contrived falsehoods<sup>63</sup>—that they require an attorney, are bound by the same codes and statutes as corporations, and are therefore no different than an inert, abstract corporation (slave of the state). John Quincy Public, naively believing that "The Honorable Judas S. Squire" would never mislead him, now dutifully seeks an attorney in virtually all legal matters, voluntarily cementing his enslavement as a "ward of the court" and a "person of unsound mind,"<sup>64</sup> and conceding that he is incapable of speaking and acting for himself. Without such trickery enforced by underling esquire judges and attorneys in the judicial system, the Chosen Masters could not prevail.

<sup>61</sup> This essay will not indulge in further exposition on these issues. Rather, the reader should form his own opinion based on the facts. The source of most of the above revelations and more concerning this seminal period in American history is "The United States is Still a British Colony," by James Montgomery.

<sup>62</sup> Specious: Seeming desirable, reasonable, or probable, but not really so; pleasing or attractive in appearance, but deceptive; fair-seeming.

<sup>63</sup> By use of what is called a "legal fiction" any judge can literally arbitrarily *pretend* a false reality into existence and then hold you accountable for the imaginary reality without informing you of what he has done. A *legal fiction* is defined as "Something assumed in law to be fact irrespective of the truth or accuracy of that assumption" (Merriam-Webster's Dictionary of Law, 1996), and judges employ such wholesale.

<sup>64</sup> Customers of attorneys are called *clients*. "Clients are also called 'wards of the court' in regard to their relationship with their attorneys" (*Corpus Juris Secundum*, 1980, Section 4). "Wards of court: Infants and persons of unsound mind" (Black's 4<sup>th</sup>).

## Masters of Commerce and Law

The covin intent on subjugating all of mankind began as but a tiny cabal<sup>65</sup>—actually an elite hate group<sup>66</sup> *within* a racist cult—determined to swindle all property on earth from all non-group members and rule the world from on high as the Chosen Masters. They got their initial foothold in the global commercial arena as shippers on the high seas in the Hanseatic League,<sup>67</sup> cutting their teeth on the Negotiable Instruments Law, “NIL.” That particular form of law (admiralty/maritime, general equity) was brought ashore in this country in 1851 with the Limited Liability (insurance) Act, and is now codified as the Uniform Commercial Code (all meaningful commercial paper falls under the headings of “document of title” and “negotiable instrument,” both of which are jealous subjects of the UCC). Incredibly, both the NIL and the UCC are derived from the same voluminous, archaic, cultic, encrypted hate manifesto—with its intricate teachings on property rights—authored by the selfsame progenitors of the antisocial policies that we, as outsiders, must contend with (in its myriad forms) every day of our life for our very existence. People have been converted into unwitting, *de facto* “merchants” trading in worthless, fiat “money,” *i.e.* FRN scrip, and many have become obsessed (by necessity) with such hollow, life-diminishing objectives as “getting out of debt,” “making rent,” and “paying the bills,” to the exclusion of a gracious, benevolent, aesthetic lifestyle, and everything else in between.

Beginning with the French Revolution this little coterie<sup>68</sup> of malefactors has been the source of all revolution, insurrection, and global warfare<sup>69</sup> amongst otherwise rational people and

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<sup>65</sup> Cabal: [From the Hebrew *cabala, qabbalah*: a system of esoteric philosophy developed by rabbis, reaching its peak in the Middle Ages and based on a mystical method of interpreting the Scriptures.] A number of persons secretly united for some private purpose. Funk & Wagnalls New Standard College Dictionary, 1947.

<sup>66</sup> It has been said—and rightfully so—that virtually *all crimes* may be classified as hate crimes because most must, by definition, involve the element of hate. Hate-crime legislation has been trumpeted in under the banner of numerous fronts/guises/causes, but the very origin of the concept and the ultimate objective in its proliferation is for providing legalized protection for the preeminent perpetrators of hate crimes in the world. The primary difference from this and lesser hate groups is that this one has access to unlimited finance and can wreak chaos on a much grander scale—far too immense in scope (world war) for most folks to conceive of as “orchestrated hate crimes.” Apparently, the culprits conceive that they need protection from any who might retaliate after discovering the vicious, inhuman, genocidal tactics that they systematically wreak against all non-cult members. Besides dictating over esquire-politicians that vote in such legislation, as reported in the Los Angeles Times, a non-politico figure within this hate group even helped write the first hate crimes statute. Members of this elite hate group think nothing of sacrificing significant numbers of their own kind (lesser, uninitiated members, not part of the inner circle of the cult, with no awareness of the workings at the top) for the purpose of “proving” that the cult has been victimized, and then blaming other, non-cult actors for the deed. As reported in the LA Times, cult members have even been caught red-handed by police in the commission of a “hate crime” (vandalism) *against their own cult*—and have openly confessed to the crime. Once wholesale numbers of people begin figuring out what is going on and organize, the Chosen Masters will need every form of societal insulation, legal indemnification, and hate-crime legislation available just to stay alive—*so they apparently believe*. The speed with which information can be broadly disseminated over the Internet is a terrifying aspect of modern life for this, the supreme hate group of all hate groups in history.

<sup>67</sup> Hanseatic League: [OHG. *hansa* military troop, band, company. MHG *hanse* fellowship, association, merchant’s guild] A medieval confederacy of German cities and German merchant settlements in other countries that was organized for the protection of their commercial interests. The origins of the association, which is also called the *Hanse* or *Hansa*, are to be found in the West German cities to organize and control trade in the Baltic in the 12<sup>th</sup> century. A code of maritime laws known as the laws of the Hanse towns, or the ordinances of the Hanseatic towns, was first published in German, at Lubeck, in 1597. In an assembly of deputies from the several towns held at Lubeck, these laws were afterwards (May 23, 1614) revised and enlarged. The Encyclopedia Americana, Int’l Edition.

<sup>68</sup> Coterie: [Med. L. *cotarius* < *cota* a cottage] An intimate, often exclusive, group of persons with a common interest.



nations, and whose express purpose is open rebellion against all existing social order and, amidst the ensuing turbulence, introducing a new order, customized for serving the needs of the instigators of the chaos. The advent of imitation money, called "credit," along with the almost infinite number of permutations of such "pretend-money" that have emerged therefrom, as well as a host of mutant institutions that have appeared solely for trafficking in such "currency," e.g. the (rigged) stock<sup>70</sup> and bond markets, insurance companies, etc., is the high-water mark of the legacy of the Money Power.<sup>71</sup> Naively unwitting suckers are led along and drawn into such confidence games by the pitchman's lure of getting something for nothing, i.e. acquiring wealth without exchanging labor,<sup>72</sup> a philosophical concept glorified by the same arch-charlatan racketeers who contrived these and other financial schemes, as well as the judicial and taxation industries. Over time, the end result of such perfidy is the same story: loss of wealth and freedom by the numerous individual players, and ever-increasing acquisition of wealth and political power by the money mongers that created, own, and operate the game.

This tiny tribe of gold-worshippers successfully corrupted, embezzled the gold of, and fiscally conquered every great civilization in history—Babylon, Byzantium, Egypt, Rome, the British<sup>73</sup> Empire (the Crown is a straw man for the Chosen Masters), and now America—in the exact same way: *from within*, i.e. without military force. Because it is basically inconceivable for average folks that any "civilized" group of men could be motivated by such absolute, unbridled hatred for all non-cult members, these covert, modern-day, white-collar barbarians, as a whole, have gone unchecked over the millennia, save the periodic, provincial expulsion for an unspeakably abominable, ungodly sociopathic<sup>74</sup> practice (which will not be discussed here), still rampant today, but highly insulated and ultra-secret. The entire existence of this *societas criminus*<sup>75</sup>—whose leaders claim a divine right to own everything in existence—is dedicated in furthering the ultimate cause of complete political and commercial enslavement of all outsiders, and liquidation of any who do not willingly hop on the treadmill. Examine the blueprint and career of any communist country and you will see what the Chosen Masters have planned for America and the world, as communism<sup>76</sup> is the quintessential embodiment and manifestation of their psychosis.

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<sup>69</sup> "You have not begun to appreciate the depth of our guilt. We are intruders. We are subverters. We have taken your natural world, your ideals, your destiny, and played havoc with them. We have been at the bottom of not merely the latest great war, but of every other major revolution in your history. We have brought discord and confusion and frustration into your personal and public life. We are still doing it. No one can tell how long we shall go on doing it. Who knows what great and glorious destiny might have been yours if we had left you alone." Marcelis Eli Ravage, *Century Magazine*, February 1926.

<sup>70</sup> Your authors have a close friend of many years who has personally sat in at the highest levels of the banking world, where real-time display of all stock quotations in all exchanges worldwide can be viewed in a single room, and where insiders may freely simultaneously buy/sell identical securities in different markets and realize the difference in prices; generally an illegal practice, known as "arbitrage."

<sup>71</sup> Despite the dominance of such institutions throughout the world, all are dwarfed in sophistication by the electronic-tentacled, pseudo-governmental, private-military-unit "Department of the Treasury" (IRS, Securities and Exchange Commission, Bureau of Alcohol, Tobacco and Firearms, U.S. Secret Service, Bureau of the Public Debt, Financial Crimes Enforcement Network (FINCEN), etc.) that enforces global control over the flow of all FRN's.

<sup>72</sup> Note for non-karmic enthusiasts engaged in such occupations: There is no such thing as a free lunch.

<sup>73</sup> British: From the Hebrew *B'rith* covenant + *-ish* man; Britain: *B'rith* + Hebrew *-ain* absolute.

<sup>74</sup> Sociopathic: [Latin *socius* companion + Greek *pathy* disease of a (specified) type] Of or relating to an antisocial personality disorder (capable of violent acts without guilt feelings): [Ultra Lingua Net Online Dictionary](#).

<sup>75</sup> *Societas criminus*. Lat. A partnership in crime between two or more people agreeing to share profits and losses.

<sup>76</sup> In Russia, for example, the economy is now effectively run by regional crime lords, and the culture of the (Christian) nation has been utterly destroyed, reduced to a shambles, beginning with the "Glorious People's Revolution" (banker-organized/financed/armed/orchestrated coup of 1917) wherein (as quoted in the *Congressional Record*) 28 bishops and archbishops, 6,776 priests, 6,765 Teachers, 8,500 doctors, 54,000 army officers, 260,000



Factually, communist philosophy is now official policy of the U.S. Government:

"...The ownership of all property is in the State; individual so-called ownership is only by virtue of government, *i.e.* law amounting to mere user; and use must be in accordance with law and subordinate to the necessities of the State." Senate Document 43, 73<sup>rd</sup> Congress, 1<sup>st</sup> Session (*see* entry by the same name in *Glossary*).

A possible origin of the U.S. Senate's communist stance on the issue of private ownership of property is Bernard Baruch (1870–1965), Wall Street mogul and American presidential economic adviser for more than 40 years:

"We are living in a highly organized state of socialism. The state is all; the individual is of importance only as he contributes to the welfare of the state. His property is only his as the state does not need it. He must hold his life and his possessions at the call of the state."  
Bernard M. Baruch (Knickerbocker Press, 1918)

Mr. Baruch's philosophy, of course, does not apply in the case of the incredible fortunes amassed by him and his fellow-communist, billionaire comrades—only re the property of the "little people."

### Your Future

By definition the UCC encompasses all codified/statutory law in existence, governing all intercourse between and amongst all people, businesses, and governments, as well as the issue of all currency/money, the single most important commodity in modern society. The master merchants that developed the UCC are fixated on enslavement/extermination of all outsiders by legal/commercial/military, *i.e.* admiralty, means. The sooner you realize the dead-seriousness of your would-be, self-appointed slave masters/executioners<sup>77</sup> and face facts of "how the world goes 'round,'" the better chance you will have of avoiding victimization at their hands and enjoying your life. Once people stop agreeing and stop "volunteering"<sup>78</sup> into commercial subjugation the Holy Masters will have some serious problems on their hands. As they comprise only a minute segment of the population (hence the need for all the "underdog" hate-crime legislation, which they originated and author and

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soldiers, 150,000 police officers, 48,000 gendarmes, 355,000 intellectuals, 198,000 workers, and 915,000 peasants, as well as Czar Nicholas II and his family, the Romanoff's—Christians all—were put to death/murdered (Red October). Breakdown of demographics in ideal communist society, based on empirical observations of the former Soviet Union: members of the Communist Party: 1% to 2%; workers for serving members of the Communist Party: 48% to 49%; police and military for controlling workers and protecting communists: 48% to 49%; self-made, non-Communist Party millionaires: less than 0.1%. Where, in such a social scheme, do you see you and your family fitting in? As reported in a November 30, 2001 article in the LA Times, "18 Million Children Living in Poverty," of the 18 million children in Eastern Europe and former Soviet Union countries living in poverty, 16 million—almost 90%—live in former Soviet countries. NOTE: The popular little book, Animal Farm, an allegory for life under communism written in 1946 by George Orwell, is also a shockingly accurate depiction of life in America today, as all 10 planks of the Communist Manifesto have been fully implemented. The World Conquerors hate Christianity with a virulent passion and have succeeded in polluting, eroding, and corrupting the societal fabric of all major Christian nations on earth, beginning with France in 1789.

<sup>77</sup> "...we are today nothing else but the world's seducers, its destroyers, its incendiaries, its executioners." Dr. Oscar Levy, Preface, The World Significance of the Russian Revolution, by George Pitt-Rivers (1920).

<sup>78</sup> Government depends utterly on the consent of the governed; no consent = no contract. "All men are by nature free and independent, and have certain inherent and inalienable rights – among these are life, liberty, and the pursuit of happiness. To secure these rights and the protection of property, governments are instituted among men, deriving their just powers from the consent of the governed." Constitution of Illinois, Article II, Section 1.

institute through their lackeys in DC and elsewhere) their influence can be rather easily offset once large numbers of people catch on. The Crown and the U.S. Government are bankrupt front operations for these miscreants, propped up for no other reason than to bilk and politically (militarily) subjugate any and all who mistakenly "do business" with either.

Despite the best-laid plans of your self-appointed overlords, however, the current predicament is now rather easily remedied. The name of the game is *commerce*: contracts (revealed and unrevealed), accounting, debits, credits, etc. Commercial machinery is triggered by (unwittingly) "voluntarily" contracting with private, governmental corporations, long-since bankrupt and now only shams for Federal Reserve creditors. Consensual contracts are enforced both judicially (via the legal system) and privately/non-judicially (via the prescriptions of the UCC). When you make a self-determined decision "to do business" with corporate government you will invariably suffer the consequences. In America, the notion of *freedom* extends no further than "the right to contract with whomever you wish," and the right to *not contract* with those you do not. Once a trusting "citizen" enters a contract with bankrupt government, however, he becomes a "fiscal subject" (economic slave) and all other "freedoms" become distant memories.<sup>79</sup>

The only thing impeding your survival is your grasp of the essence of the basic terms used to describe any commercial relationship and the rules of commerce as embodied in the Uniform Commercial Code. For the owners of all the currencies of the world, the UCC is the only game in town—eclipsing and engulfing all others (see UCC 1-103). Ignore it at your peril; heed its tenets for your betterment. Fortunately for all, a few sturdy souls have deciphered the key issues and principal factors for *Redemptors* and have charted the route through the UCC and Revised Article 9 and made it out the other side. Something can be done, and that is arming oneself with the same kind of ammo being used against one: the silver bullets of the Articles of the Uniform Commercial Code.

The first step is copyrighting your all-capital-letters TRADE NAME under the common law as described in detail in the Practical Section of this manual. No one in the legal system/government—including any esquire of any stature at any level—has any right to use your common-law copyrighted property for commercial gain without compensating you,<sup>80</sup> and no law exists that will support such piracy. Those who foolishly believe they are above the law and are untouchable by the "little people" will quickly discover the dead-seriousness of the consequences of dealing with someone who understands the key elements of the Uniform Commercial Code and how to enforce them.

The objective of this article is to help the student of the law with an understanding of the actual nature of the legal system so he/she is not tripped up believing the propaganda issuing therefrom and trusting the juristic<sup>81</sup> dissemblers that specialize in crushing dreams and destroying lives. Learn and use the selfsame weapon of choice of those who would confiscate the very air you breathe if they could, the *Uniform Commercial Code*, and afford yourself the best chance of prevailing over pernicious<sup>82</sup> esquires and the organized criminal syndicate that invented them.

<sup>79</sup> "I didn't know I was a slave until I found out I couldn't do the things I wanted." Frederick Douglass

<sup>80</sup> "Property may not be taken by government...even for public advantage or welfare, without just compensation. *Louisville Bank v. Radford*, 295 U.S. 555, 601, 602; *United States v. Butler*, 297 U.S. 1.

<sup>81</sup> Juristic: Of or relating to a jurist (one having a thorough knowledge of law, esp: JUDGE) or the profession of law.

<sup>82</sup> Pernicious: (Latin *per* through + *nec-*, *nex* violent death) Having the power of destroying or injuring; tending to kill or hurt; very injurious; deadly; malicious; wicked.

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Section 3

# ***The Curse of Co-Suretyship***

## ***Why You are Held Accountable for the National Debt***

# *The Curse of Co-Suretyship<sup>1</sup>*

## *Why You are Held Accountable for the National Debt<sup>2</sup>*

In 1989, Austin Gary Cooper was prosecuted by the Department of Justice in U.S. District Court for "failure to file an income tax return," UNITED STATES OF AMERICA vs. AUSTIN GARY COOPER, Case No. 89-109-CR-HOEVLER (Southern District of Florida). In this otherwise ordinary tax case, Cooper elicited a staggering disclosure from the judge: that there are simultaneously two citizenships, "citizen of the United States" and "American Citizen." Quoting from the case:

Cooper: *"I want a judicial determination. Am I an American Citizen or a citizen of the United States?"*

Judge Hoevler: *"You're both."*

The Department of Justice prosecutor, Linda Koslowski, an Assistant United States Attorney, in her closing argument revealed that "United States citizenship" is based strictly on contract. Referencing Austin Gary Cooper, the prosecutor revealed:

Koslowski: *"He pays Social Security and he uses the Postal Service; therefore Mr. COOPER is a U.S. citizen."*

Koslowski divulged that the payment of Social Security taxes and the use of United States Postal Service constituted contracts of "co-surety" [Note: *not* "co-debtor"] that rendered Cooper and anyone else so "contracting" under federal jurisdiction and a subject of mandatory federal income taxation. *Surety* is defined as:

*"A person who is primarily liable for the payment of another's debt or the performance of another's obligation..." Black's 7<sup>th</sup>.*

A *co-surety* is a surety who shares the cost of suretyship obligations with another/others. Assistant United States Attorney Koslowski's assertions revealed that any who pay into Social Security and use the Postal Service are considered mutually legally liable, as *co-sureties*, for the debt of United States, *i.e.* the "National Debt," and thereby obligated to pay income tax.

Flesh-and-blood men and women born in one of the 50 several States are *American Citizens*, a *standing* acquired by birth; their artificial alter ego (TRADE NAME) is a *citizen of the United States*, a *status* acquired via contract. Judge Hoevler also acknowledged that there are other media (other than doing business with Social Security and the Postal Service) by which American Citizens regularly contract into becoming a "citizen of the United States," but declined commenting further.

<sup>1</sup> Suretyship: "The legal relation that arises when one party assumes liability for a debt, default, or other failing of a second party. The liability of both parties begins simultaneously. In other words, under a contract of suretyship, a surety becomes a party to the principal obligation." Black's Law Dictionary, Seventh Edition, 1999, hereinafter "Black's 7<sup>th</sup>". *Co-suretyship* means suretyship with other sureties re the same principal/obligation.

<sup>2</sup> The "National Debt" is the financial obligation of the U.S. Government claimed by the Federal Reserve Bank, and is based on use of the Fed's private property, (valueless/unredeemable) Federal Reserve Notes, as currency.



## The Act of July 27, 1868

The Cooper judge's comments are in harmony with legislation passed by the United States Congress formally acknowledging *American Citizenship* and providing for expatriation of American Citizens from other citizenships they may hold:

"An Act concerning the Rights of American Citizens in foreign States... Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That any declaration, instruction, order or decision of any Officers of this government which denies, restricts, impairs, or questions the right of expatriation, is hereby declared inconsistent with the fundamental principles of this government." (Underline emphasis added)

United States Statutes at Large, Volume 15, Chapter 249, p. 223, Fortieth Congress (July 27, 1868)

The language used by the Fortieth Congress unequivocally specifies American Citizens "in foreign States," rather than "in foreign Countries." What, then, is the special significance, if any, of a foreign *State* over a foreign *Country*? Consulting the Constitution of the United States of America, Article I, Section 8, Clause 17 we find the geographical limits and realm of political authority of the United States Government:

"The Congress shall have the Power To...exercise exclusive Legislation in all Cases whatsoever, over such District (not exceeding ten Miles square) as may, by Cession of particular States, and the Acceptance of Congress, become the Seat of the Government of the United States, and to exercise like Authority over all Places purchased by the Consent of the Legislature of the State in which the Same shall be, for the Erection of Forts, Magazines, Arsenals, dock-Yards, and other needful Buildings..." (Underline emphasis added)

Looking further in the Constitution, Article IV, Section 4 reveals a political distinction between *United States* and the several *States*:

"The United States shall guarantee to every State in this Union a Republican Form of Government..." (Underline emphasis added)

Further, 19 *Corpus Juris Secundum* 541 (1990) spells it out even more clearly:

"The United States government is a foreign corporation with respect to a state."

As shown above, it is readily discernible from this simple examination of the Constitution and *Corpus Juris Secundum* that the 50 several States are *foreign States* in respect of "United States," which exists only within the "...District not exceeding ten Miles square..." of Washington, D.C. This fact is echoed very unambiguously in the Uniform Commercial Code, hereinafter "UCC":

"Location of United States. The United States is located in the District of Columbia." UCC 9-307(h).

The 50 several States of the Union, therefore, may rightly be considered as "foreign States" in the above excerpt from the Act setting forth the stance of the U.S. Government re expatriation of American Citizens in foreign States.

## "Corporate" citizenship

Two and a half years after the Act of July 27, 1868, the U.S. Government went into business as a for-profit, municipal corporation on February 21, 1871.<sup>3</sup> It is interesting that the quarterly list of expatriates is now officially entered into the *Federal Register*, "a legal newspaper published every business day," according to its literature, by a non-US Government company: Internal Revenue Service, "IRS." IRS, a commercial business<sup>4</sup> whose two greatest expenses are postage and rent (government agencies do not pay postage and rent), is an intelligence-gathering, accounting, and collection agency for the private Federal Reserve, and is domiciled in Puerto Rico under the Secretary of the Treasury of Puerto Rico, a/k/a/ "Secretary of the Treasury"—who is also Governor of the World Bank and Governor of the International Monetary Fund (both of which are headquartered in Washington, D.C.). The Secretary is also in charge of all the private bank paper—i.e. Federal Reserve Notes, "FRNs,"—of his Federal Reserve employers, and employs the full might of "Department of the Treasury," another non-US Government private business, in monitoring every institution/corporation/business/individual that deals in FRNs.

There is abundant evidence that U.S. citizenship is actually *corporate* citizenship. As well as being under the ultimate control of a private business (IRS) as described above, the official list of parties who have renounced U.S. citizenship also includes a corporation: RBC<sup>5</sup> Reinsurance of Canada. RBC Reinsurance renounced its U.S. citizenship in the second quarter of 2000.<sup>6</sup> Since this artificial-person corporation is listed as an expatriate, it can be reasonably assumed that RBC Reinsurance at one time immigrated and became a "citizen of the United States." Based on this and other revelatory facts, it may be safely surmised that the only type of entity that can ever become a "citizen of the United States" is an artificial person. Checking the spelling of the name on your passport, driver's license, sales permits, credit cards, certificates of title, etc. you will discover that the name imprinted thereon is written in all-capital letters, the standard method for designating the name of corporations and corporately colored entities, which practice also falls completely outside the accepted rules of English grammar for the spelling of proper names of men and women. An all-caps name designates an artificial person, i.e. corporation/corporately colored entity.

Further, the prosecutor in Cooper confirmed in open court that U.S. citizenship is based on contract rather than the *situs*<sup>7</sup> of one's birth (one of the 50 several States, for example). The judge in the Cooper case also admitted of two different types of citizenship, simultaneously: *American* and *U.S.* It can therefore be reasonably concluded that U.S. citizenship is indeed some kind of corporate/corporately colored "citizenship," and that American Citizenship is held by men and women (and boys and girls) born in one of the 50 several States.

<sup>3</sup> The Legislative Act of February 21, 1871, *Congressional Record*, Forty-first Congress, Session III, Chapter 62, p. 419, chartered a Federal company entitled "United States," i.e. "United States [1871]," a/k/a "US Inc.," a "Commercial Agency" originally designated as "Washington, D.C.," in accordance with the so-called 14<sup>th</sup> Amendment, which the record indicates was never ratified [see Utah Supreme Court Cases, Dyett v Turner, (1968) 439 P2d 266, 267; State v Phillips, (1975) 540 P 2d 936; as well as Coleman v. Miller, 307 U.S. 448, 59 S. Ct. 972; 28 Tulane Law Review, 22; 11 South Carolina Law Quarterly 484; *Congressional Record*, June 13, 1967, pp. 15641-15646].

<sup>4</sup> IRS was officially disclaimed as an agency of the United States Government by United States Attorney BETTY H. RICHARDSON (November 18, 1993). For a certified copy of the document see "US Attorney Disclaims IRS as Agency of US Government" in *Appendix*. See also **Internal Revenue Service** in *Glossary*.

<sup>5</sup> RBC = Royal Bank of Canada.

<sup>6</sup> For complete expatriation lists, see [www.frissell.com/taxpat/taxpats.html](http://www.frissell.com/taxpat/taxpats.html).

<sup>7</sup> Situs: site; situation; place.

## The Nature of Social Security

A primary method by which United States "contracts" with its "customers" is through Social Security and the payment of payroll taxes. Briefly, taxes are levied upon the debt of United States (Congress) in favor of the private Federal Reserve Bank.<sup>8</sup> President Franklin Delano Roosevelt and the United States Congress, after declaring bankruptcy, contracted with international-banker owners of the Fed (who caused the bankruptcy by swindling America's gold) for "loans of credit" ("money," created out of thin-air) presented as the "New Deal."

Another cash cow (other than personal income tax) was needed to saddle the American people with joint responsibility (co-suretyship obligations) for the trillions of dollars in interest charges that would be generated courtesy of the presidential/congressional treachery. The Social Security System, with Social Security payroll taxes, was devised for this purpose. The Social Security contract is essentially an unconscionable bargain<sup>9</sup> because it binds every Account holder for the stratospheric debt of the U.S. Government.

In the landmark 1937 case, Helvering v. Davis (301 U.S. 619, 81 L.Ed. 1307, 57 S.Ct. 904), the U.S. Supreme Court ruled that Social Security is a form of *welfare*:

"The scheme of old age benefits created by Title II of the Social Security Act of August 14, 1935, providing for the payment of such benefits, and authorizing future appropriations, to an account to be set up by the Treasury for such purpose, sufficient to provide for the contemplated benefits, is within the power of Congress to spend money in aid of the general welfare..." Underline emphasis added)

Because of this fact, application for, and use of, a Social Security Account Number is a tacit confession that one is so incompetent in managing his/her own affairs that he/she must appoint the U.S. Government as his/her "guardian" and seek eligibility for welfare payments. Such status is also known by other names, e.g. "child of the state," and "ward of the court."<sup>10</sup> Those who are incapable of caring for themselves (Social Security Account holders and their surety) are subjects of the doctrine of *parens patriae*, defined as follows:

"[Latin 'parent of his or her country'] The state regarded as a sovereign; the state in its capacity as provider of protection to those unable to care for themselves." Black's 7<sup>th</sup>. (Underline emphasis added)

Legally, acceptance of a benefit (e.g. welfare, the protection of the state) is the equivalent of *acquisition of a legal right in exchange for a promise*, albeit a tacit promise, but a promise nevertheless, without which, any such "benefit" would not have been possible:

"'Consideration' of a contract is a benefit to the party promising, or a loss or detriment to the party to whom the promise is made; and 'benefit,' as an element thereof, means that the promisor has, in return for his promise, acquired some legal right to which he would not otherwise have been entitled." Woolum v. Sizemore, 267 Ky. 384; 102 S.W. 2d 323, 324.

<sup>8</sup> Virtually every government on earth is bankrupt to this same group of bankers.

<sup>9</sup> Unconscionable bargain: A contract which no man in his senses, not under delusion, would make, on the one hand, and which no fair and honest man would accept, on the other. Black's Law Dictionary, First Edition (1891).

<sup>10</sup> Wards of court: Infants and persons of unsound mind. Black's Law Dictionary, Fourth Edition, 1951.

Translation: the fact of having acquired a legal right (welfare, protection of the state) is evidence that you must have made some kind of promise/pledge (responsibility for payment of the debt of the U.S. Government) in the beginning that facilitated this outcome and the enjoyment of such benefit, as well as mere eligibility for such benefit (retirement benefits; "right to contributions" from other payroll taxpayers—discussed below). (Legal proof that "There is no such thing as a free lunch.")

This concept is spelled out particularly clearly in the 1960 U.S. Supreme Court case, Flemming v. Nestor (363 U.S. 603, 4 L.Ed.2d 1435, 80 S.Ct. 1367 (1960)):

"The 'right' to Social Security benefits is in a sense 'earned,' for the entire scheme rests on the legislative judgments that those who in their productive years were functioning members of the economy may justly call upon that economy, in their later years, for protection from the rigors of the poorhouse as well from the haunting fear that such a lot awaits them when journey's end is near." (Underline and bold emphasis added)

The reason the words *right* and *earned* appear in quotes within the above passage is because there is no guaranteed right in Social Security benefits, and nothing is actually earned, *i.e.* no vested interest. Also from Flemming v. Nestor:

"To engraft upon the social security system a concept of accrued property rights would deprive it of the flexibility and boldness in adjustment to ever-changing conditions which it demands." (Underline emphasis added)

Notice also in the Flemming cite that former "*functioning members of the economy*" can only "*call upon that economy*" (other, then-active, Social-Security-payroll taxpayers at the time of retirement) for protection from the rigors of the poorhouse; *i.e.* retirees can only hope that the "economy" will support them—*because Social Security does not have to, and may decide against it.* As documented below, the so-called "economy" cannot provide Social Security benefits for anyone born after 1970—and the vast majority of others born before then will receive only partial benefits.

Nobody has any "accrued property rights" (*i.e.* no vested interest, no guaranteed retirement benefits) by virtue of paying Social Security payroll taxes, as attested in Carley & Hamilton v. Snook, 281 U.S. 66; Knights v. Jackson, 260 U.S. 12, 15; and Nashville, C. & St. L. Ry. v. Wallace, 288 U.S. 249:

"The Constitutional power to levy taxes does not depend upon the enjoyment by the taxpayer of any special benefit from the use of the proceeds raised by taxation."

Payment of Social Security benefits from the Social Security System is strictly discretionary, not obligatory. Thus, by law and by contract, when a Social Security payroll taxpayer retires, FICA and the Social Security System is not required to compensate the retiree/Social Security payroll taxpayer; another reason why Social Security is an unconscionable bargain.

### F.I.C.A. — "Federal Insurance Contributions Act"

On every pay stub of a payroll check you will find the term "F.I.C.A.": Federal Insurance Contributions Act. This title is misleading for more than one reason:



- The word *Insurance* in the title does not involve any insurance policy for the party paying the taxes. As stated above in Flemming v. Nestor, a Social Security payroll taxpayer has no vested interest in Social Security. If there were a valid insurance contract in the name of the party paying the premiums, that party would have a vested interest in the contract, but such is not the case (payments are *taxes*, not premiums). Rather, the "insurance" part of the title means *federal insurance*, i.e. insurance for the federal government's debt in favor of the Federal Reserve Bank.
- Re the word *Contributions* in the title of the Act: this word does not mean what most people think it means; in legal matters this term has only one connotation, as demonstrated by the following definitions of *contribution*:

"When two or more persons jointly owe a debt, and one is compelled to pay the whole of it, the others are bound to indemnify him for the payment of their shares; this indemnity is called a contribution." Bouvier's Law Dictionary, Sixth Edition, 1856, hereinafter "Bouvier's 6<sup>th</sup>."

"When one of several debtors pays a debt, the creditor is bound in conscience, if not by contract, to give to the party paying the debt all his remedies against the other debtors." Bouvier's 6<sup>th</sup>.

"A right to contribution exists in the case of debtors who owe a debt jointly which has been collected from one of them." Bouvier's Law Dictionary, Eighth Edition, 1914, hereinafter "Bouvier's 8<sup>th</sup>."

Therefore, in the Act's title, "Federal Insurance Contributions Act," *Contributions* is not referencing the Social Security payroll taxes that are *paid in* by the taxpayer, but rather the nebulous "right" of the taxpayer to *receive* contributions (reimbursement) from other taxpayers (co-debtors and their surety) upon retirement, after having paid off his/her entire "fair share" of the U.S. Government's debt (with a lifetime of labor). Without ever revealing the fact, what the Social Security scheme provides the retiring Social Security payroll taxpayer is the "right" to assert/expect/hope that other taxpayers, who have not yet fully paid their "fair share" (by working and paying over a lifetime), will at least reimburse him/her with the meager stipend<sup>11</sup> necessary for minimal survival in exchange for his 40-year attempt at paying off the National Debt (mathematical impossibility). Chance that the average taxpayer will ever recover the full amount paid in over the work years: 0%.

The second Bouvier's definition of *contributions* above reveals the position of the federal government in this most masterful of confidence games:

- "*When one of the debtors pays a debt ...*" Once a debtor has paid Social Security payroll taxes for a lifetime, that debtor has paid off all of the debt that he/she is physically capable of paying ("fair share")...
- "... *the creditor is bound by conscience, if not by contract...*" The creditor, the U.S. Government (actually the Federal Reserve—the U.S. Government is a straw man for the Fed creditors), though having no contractual obligation to give the retiring taxpayer any form of compensation, is at least "morally" obligated as follows:

<sup>11</sup> Stipend: A fixed sum of money paid periodically for defraying expenses.



- "...to give to the party paying the debt all his remedies against the other debtors." The U.S. Government is morally obligated to assist a retiring co-surety/Social Security payroll taxpayer (debtor) in acquiring reimbursement from other co-surety/Social Security payroll taxpayers (debtors) currently paying taxes.

The U.S. Government thereby "fulfills its moral obligation" with retirees and defrauds all current Social Security payroll taxpayers by:

- (1) Collecting payroll taxes from current taxpayers;
- (2) Disbursing payment benefits to retirees out of current collections; and
- (3) *Pocketing the difference.*

Whereas most people believe that surplus collections go into a "trust fund" in their name, the ugly truth is that Big Brother commandeers the funds for its own purposes. This is the precise reason that the Social Security System will be legally insolvent around the year 2016: The IRS/U.S. Government/Federal Reserve has zero legal/contractual obligation toward Social Security payroll taxpayers—and when current *payments* exceed current *collections* in 2016, the beginning of the end will be real for all.

The above is confirmed in newspaper articles like the one below that appeared in the August 1, 2001 edition of the Los Angeles Times, entitled "Change of Heart Sought on Social Security Plan." Articles like this keep massaging us with little reminders that Social Security income/outgo lines will cross in the year 2016 and that the so-called "trust fund" will be "exhausted" in the year 2038:

"Social Security faces increased financial strains as the baby boom generation, born from 1946 to 1964, begins to retire in about a decade. By 2016, the program will begin paying out more in benefits than it collects in taxes, and by 2038 the trust fund will be exhausted."

If any so-called "trust fund" existed—where Social Security payroll-tax money was held in trust, in the name of the party who paid in the taxes—the trust fund could never be depleted and the system could never go bust. People spend 30, 40, and sometimes even 50 years of their life paying money into their so-called Social Security Account. Upon retirement, they begin receiving, on a monthly basis, only a microscopic portion of the total amount paid in over their lifetime.<sup>12</sup> If these funds were held in trust on their behalf, and accounted for in their name, how could the funds ever disappear?

The reason people can, *and will*, be denied Social Security benefits is because payroll taxes are just that, taxes, collected by IRS, a *tax-collection agency*. No one has any right to enjoy any special benefit from funds raised through taxation, as cited above. Such unrestricted perfidy, deceit, and treachery will not go unnoticed much longer, however.

The "exhaustion point" mentioned in the above article is informing us of the end of the "shock absorber" fund, *i.e.* those funds specially allocated for the "winding-down period," when large numbers of people begin figuring out they have been conned. Spread over a

<sup>12</sup> "According to the president, the average return on Social Security is less than 2%, and the program in the long run, pays retirees less than 30% of what they earned before retiring." "Bush Again Pushes Stock Investments for Social Security," Los Angeles Times, March 1, 2002.

22-year stretch, however, taxpayer outrage should be fairly well dissipated, enough, probably, for avoiding mass insurrection against those in charge.

### Ponzi Scheme

Most people are familiar with pyramid schemes and chain letters. These are each a breed of *Ponzi scheme*, in which people who mistakenly believe themselves "investors" are actually only suckers making donations for the organizers of the con.

"Ponzi scheme: (**pon-zee**). A fraudulent investment scheme in which money contributed by later investors generates artificially high dividends for the original investors, whose example attracts even larger investments. • Money from the new investors is used directly to repay or pay interest to old investors, usu. without any operation or revenue-producing activity other than the continual raising of new funds. This scheme takes from Charles Ponzi, who in the late 1920's was convicted for fraudulent schemes he conducted in Boston." Black's 7<sup>th</sup>.

This definition is echoed in a December 15, 2001 article in the Los Angeles Times, entitled "Investments Called Longtime Scheme," wherein an alleged Ponzi scheme is dissected. One line from the article reads as follows:

"Most of the payments were actually money taken in from other investors—a classic Ponzi scheme."

Per the definition from Black's 7<sup>th</sup>, and as confirmed in the article in the LA Times, the Social Security payroll taxation/"benefit" program meets all qualifications of a Ponzi scheme:

- Retirees and other Social Security-benefit recipients (*original investors*) get a full payout of Social Security benefits as expected (*receive artificially high dividends* compared with those who will get little/nothing);
- People who are paying Social Security payroll taxes *now* (*later investors*) face no hope of receiving Social Security benefits (a full payout) because, as of 2016, 100% of Social Security payroll taxes collected will be absorbed by retirees (*old investors*), and even retirees will be shorted because of the deficits; and
- There is no other legitimate revenue-producing activity for ensuring that current taxpayers (*new investors*) will get anything.

In a Ponzi scheme, usually the only ongoing activity is the raising of more funds from new victims. Except for the pittance that has been earmarked for the winding-down period from 2016 through 2038, the only thing going on with Social Security is the continuous extortion of payroll taxes from those who are presently working, *i.e.* "new investors."

### Your DC Politicians Explain it All for You

From the July 20, 2001 edition of the LA Times, an article entitled "The System is Broken,' Social Security Panel Declares":

"The system is broken," declared the commission's co-chairmen, former Democratic Senator Daniel Patrick Moynihan of New York and Richard D. Parsons, chief operating officer of AOL Time Warner, in the report's preface. ..." (Underline emphasis added)

But is this really true? Six weeks later an esteemed colleague of Moynihan, Pete V. Domenici of New Mexico, apparently disagreed in a September 7, 2001 article in the LA Times, "Domenici Bucks GOP's Policy, Says Tap Social Security Surplus." Domenici cites huge surpluses in Social Security, rather than impending doom:

"WASHINGTON—Sen. Pete V. Domenici of New Mexico, the top Republican on the Senate Budget Committee, broke ranks with his party Thursday over the politically sensitive issue of the Social Security surplus, saying that he saw 'no reason in the world' why those funds should not be used for education or defense spending next year."

"...Virtually all of the surplus in 2002 will derive from Social Security payroll taxes paid by individuals. With huge surpluses of the last several years, these funds have been used mainly to reduce national debt..." (Underline and bold emphasis added)

Riddle me this, Batman:

If there have been "huge surpluses" in recent years—and a surplus every single year since the inception of Social Security in 1935—how could any so-called "trust fund" ever be "exhausted," and how could the system now be "broken"?

If the system is "broken" today, then it was broken the day it was drawn up because nothing has changed—and the potential for disaster, such as the one now looming on the horizon, was a *fait accompli*<sup>13</sup> from the gate. Social Security has done nothing but rake in taxes from a vast majority of American workers and employers over the last 67 years and pay out benefits for a much tinier number of retirees and disabled Americans. What is happening with the trillions of Social-Security-payroll-tax dollars collected in excess of the benefits being paid out?

The mystery is resolved in the legal definition of the word "surplus," which strategically appears within the Domenici article. *Surplus* is defined as:

"The excess of receipts over disbursements." Black's 7<sup>th</sup>.

"That which is left from a fund which has been appropriated for a particular purpose; the remainder of a thing; the overplus, the residue." Bouvier's 6<sup>th</sup>.

The only reason Social Security can be called "broken" and "in trouble" *now* (for the first time in its history) is because *surplus funds are skimmed*—and have been skimmed every year for the last 67 years—a built-in aspect of the program. As is noted in the Domenici article, excess funds go elsewhere—e.g. for reducing the national debt—and do not accrue for the benefit of those paying the taxes.

The entire racket is confessed by the Supreme Court in one sentence, if by omission, in Flemming v. Nestor:

"The social security system is a form of social insurance, enacted pursuant to Congress' power to spend money in aid of the general welfare, whereby persons gainfully employed, and those who employ them, are taxed to permit the payment of benefits to the retired and disabled, and their dependents." (Underline and bold emphasis added)

<sup>13</sup> *Fait accompli*: (French, accomplished fact) A thing accomplished and presumably irreversible.

Comparing the foregoing Supreme Court explanation of Social Security in Flemming and the following Securities and Exchange Commission allegation of a Ponzi scheme, taken from an August 29, 1999 article in the Los Angeles Times entitled "Two Oregon Firms Named in Pay-Phone Ponzi Scheme," it is difficult to make any meaningful distinction between the two:

"The two Grants Pass Ore.-based companies defrauded as many as 7,000 people concentrated in California, Texas and Florida by paying early investors ["retired and disabled"] from deposits of new investors ["persons gainfully employed, and those who employ them"] rather than from investment returns [rather than from returns derived from trust-fund investments], the SEC alleged." (Underline and bold emphasis added)

The above Supreme-Court quote from the Fleming case tells us that tax dollars collected in excess of what is needed for payment of benefits in any accounting period (surplus) are not part of the equation, and that there is no provision of benefit for those actually *paying* the taxes. People paying FICA payroll taxes are supporting those on Social Security *welfare*; however, nothing accrues for the benefit of those paying the taxes. Surpluses are swept away.

Any first-year accounting student can tell you that once the retiree-benefit dollars to be paid out outnumber worker-payroll-tax dollars that are collected, the system will not be capable of meeting its financial obligations, a condition known as insolvency (bankruptcy). This fact was known the day the program was instigated in 1935 and, based on the overwhelming pecuniary<sup>14</sup> significance of such aspect (tens of trillions of dollars funneled out of Social Security), it cannot be regarded in any light other than *intentional*.

### The Sacred "Trust Fund"

The first paragraph of Title 42 United States Code Section 401, describing the "Federal Old-Age and Survivors Insurance Trust Fund," begins as follows:

"(a) There is hereby created on the books of the Treasury of the United States a trust fund to be known as the 'Federal Old-Age and Survivors Insurance Trust Fund.' The Federal Old-Age and Survivors Insurance Trust Fund shall consist of the securities held by the Secretary of the Treasury for the Old-Age Reserve Account and the amount standing to the credit of the Old-Age Reserve Account on the books of the Treasury..." (Underline emphasis added)

The problem with the so-called "trust fund" is two-fold: (1) it is funded solely by taxes; and (2) placement of appropriated tax dollars into the fund is strictly discretionary/optional. The first paragraph continues:

"There is hereby appropriated to the Federal Old-Age and Survivors Insurance Trust Fund for the fiscal year ending June 30, 1941, and for each fiscal year thereafter, out of any moneys in the Treasury not otherwise appropriated, amounts equivalent to 100 per centum of—

"(1) the taxes...received under subchapter A of chapter 9 of the Internal Revenue Code of 1939 which are deposited into the Treasury by collectors of internal revenue before January 1, 1951...; and

<sup>14</sup> Pecuniary: Of or relating to money.



“(2) the taxes...received under subchapter A of chapter 9 of such Code which are deposited into the Treasury by collectors of internal revenue after December 31, 1950, and before January 1, 1953...; and

“(3) the taxes imposed by subchapter A of chapter 9 of such Code with respect to wages, and by chapter 21...; and

“(4) the taxes imposed by subchapter E of chapter 1 of the Internal Revenue Code of 1939, with respect to self-employment income, and by chapter 2 of the Internal Revenue Code of 1954...” (Bold and underline emphasis added)

The only Treasury moneys that go into the so-called “trust fund” are those that have not been “otherwise appropriated”—i.e. whatever is left after Big Brother siphons off the surpluses. After the Act quietly divulges that all surpluses can be “otherwise appropriated,” follows 14 pages of mind-numbing, legal eyewash.

Because of the cleverness with which words are defined and used by esquire<sup>15</sup>-politicians and a running-dog press, people mistakenly draw the inference—which is never officially stated as such—that every year’s surplus is somehow fed into an account in their name in the “Federal Old-Age and Survivors Insurance Trust Fund.”

The term *trust fund* is defined as:

“The property held in a trust by a trustee.” Black’s 7<sup>th</sup>.

Obviously we are missing something here, because no one has ever stepped up to the plate and verified the whereabouts of all the missing *trillions and trillions of dollars of surpluses collected since 1935*. Surplus dollars paid in by Social Security payroll taxpayers, like all other tax dollars, are fungible,<sup>16</sup> i.e. not earmarked in any way, and end up wherever the Federal Reserve masters dictate. This is why Domenici can brazenly suggest allocating this year’s surplus for “education or defense spending.” The subject of allocation of the surplus funds that are automatically skimmed from Social Security has never been an issue until recently—because Baby Boomers are approaching retirement and the specter of a bankrupt Social Security System in 2016 can no longer be ignored.

The notion of the “Federal Old-Age and Survivors Insurance Trust Fund” holding the surpluses of the last 67 years in trust for the parties that paid in the taxes is a hoax. However, for the sake of avoiding wholesale taxpayer convulsions, we are being let down easy. That is why a “winding-down fund” has been allocated to cover benefits for the 22-year stretch between 2016 and 2038—and why the blame is being spread over multiple presidential administrations and Congresses.

### Insolvent Institutions and *Trust-Fund Doctrine*

It is interesting that the only legal definition of the term *trust-fund doctrine* deals strictly with bankrupt enterprises (U.S. Government<sup>17</sup>) and their creditors (Federal Reserve):

<sup>15</sup> Esquire: Attorney.

<sup>16</sup> Fungible: Regarded as commercially interchangeable with other property of the same kind. Black’s 7<sup>th</sup>.

<sup>17</sup> “Mr. Speaker. We are now here in Chapter 11. Members of Congress are official trustees presiding over the greatest reorganization of any bankrupt entity in world history, the U.S. Government...” Representative James A. Traficant Jr., *Congressional Record*, March 17, 1993, Vol. 33. See Chapter 11 Reorganization in *Glossary*.



"The principle that the assets of an insolvent company...are held as a trust fund to which the company's creditors may look for payment of their claims." Black's 7<sup>th</sup>.

Complementing the legal concept of *trust-fund doctrine* is Senate Document 43, 73<sup>rd</sup> Congress, 1<sup>st</sup> Session (March 9 – June 16, 1933) issued at the time the U.S. Government declared bankruptcy (June 5, 1933), which proclaimed, in part:

"The ownership of all property is in the State; individual so-called ownership is only by virtue of government, *i.e.* law amounting to mere user; and use must be in accordance with law and subordinate to the necessities of the State."

Since the U.S. Government is officially insolvent/bankrupt, and expropriated/nationalized all property in America in 1933, the notion of *trust-fund doctrine* is directly applicable. Any so-called "trust fund" would apply in the case of the U.S. Government and its creditors, the Federal Reserve. Such a "trust fund" could be supplemented by Social Security payroll taxes bilked from "new investors," but would not be held in trust in their name.

Social Security payroll taxes are *taxes*, and inure<sup>18</sup> for the benefit of the U.S. Government, *not* the parties paying the taxes. Taxpayers are being coddled, nurtured, and "let down gently" because there are 280 million of them—and most are armed: hence the need for all the psychiatric manufacture of mass murderers (without exception, each was on psychiatric drugs at the time of the murders) to generate the societal climate necessary to justify the passage of gun-control legislation. There are only 535 elected officials in Washington, DC, and only about three million total sheriffs, police, marshals, military, and federal agents nationwide—so the cause for anxiety over the populace owning guns is easily grasped.

Newspaper articles also quietly—and legally—notice us that Social Security benefits do not come from the so-called "trust fund" (the same illusory trust fund that people have supposedly been paying into for their entire working life); current Social Security benefits come from *current collections*, and it is spelled out all too clearly in this excerpt from a June 15, 2001 LA Times article entitled, "Social Security: Get Tough":

"Social Security is a pay as you go program: Today's payroll taxes fund benefits for today's retirees."

*i.e.* retirees are cannibalizing the taxes that current wage earners mistakenly believe are going into the "trust fund" in said current wage earners' name. Each surplus is "*otherwise appropriated*" before it can make it into the "trust fund." As long as more dollars are *collected* in Social Security payroll taxes than are *paid out* in Social Security benefits everything is hunky-dory. The moment that retirees require one more dollar in benefits than dollars collected from current wage earners in payroll taxes (2016), the operation is insolvent and the so-called "surplus" ruse is blown and can never be used again.

The "trust fund" is the dangling carrot that attracts "new investors" into the Ponzi scheme: since wage earners pay in taxes an average 40 years over their lifetime, it is mathematically impossible that anyone's "trust fund" account could ever be exhausted *before reaching retirement age* if the funds are allowed to accumulate in his/her name. But that is exactly the case for every single taxpayer born after 1970, as shown below.

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<sup>18</sup> Inure: To become of advantage; to pass into use; to be applied.

## The Reality of Social Security Benefits

In 1935 the average age of death in America was 65. Based on this statistic, the instigators of the Social Security System, led by an economist by the name of Robert R. Nathan, set the age of eligibility for Social Security benefits at 65. This way, the system could operate at maximum profitability because, on the average, potential beneficiaries would die at the time the first payment became due, thus ensuring a clean sweep of all taxes paid in over the lifetime of the mark (intended victim in a confidence game), with no disbursements.

Unfortunately for Social Security, people are now living till age 77, an unaccounted-for, 12-year, Social-Security-benefits payout period. Accordingly, system profits now reflect a major discrepancy from initial projections because people who were scheduled to be pushing up daisies are out swinging golf clubs and cutting them down—i.e. still collecting Social Security benefits. Based on the foregoing statistics, and given that the retirement-eligibility age for people born after 1960 is now 67 (but will likely soon be set at 70), the demographics of the 2038 “trust fund” death knell read like this:

<u>People Born:</u>	<u>Expected Portion of Benefits:</u>
Before 1940	Full benefits for remainder of life after age 65
After 1939 but before 1952	Full benefits till 2016, then partial benefits
After 1951 but before 1971	Partial benefits till 2038, then nothing
After 1970	No benefits

Quoting from the Black's 7<sup>th</sup> definition of *Ponzi scheme*:

“Money from the new investors [*people born after 1970*] is used directly to repay...old investors [*people born before 1971*], usu. without any operation or revenue-producing activity other than the continual raising of new funds [*collection of Social Security payroll taxes*].”

How can Social Security be anything other than a Ponzi scheme?

There has been a surplus in Social Security every year for the last 67 years because more dollars were collected in taxes than were paid out in benefits during every single accounting period. Unfortunately, rather than being held in trust in the name of the Social Security payroll taxpayer, each year's surplus has been quietly routed elsewhere by the unregistered foreign agents at IRS. The reason there is so much talk about privatizing Social Security today and letting people invest a portion of their payroll taxes in the stock market—where people can be “legally” swindled—is because of the absolute certainty that Social Security payroll taxpayers born after 1970 have no hope of any return of their taxes upon reaching retirement age. Once the retiree population (Baby Boomers) overwhelms then-active wage earners in 2016, your public servants in Washington, D.C. will need a new propaganda campaign, if not sooner. Talking-head media savants,<sup>19</sup> professionals at gushing crocodile tears<sup>20</sup> on cue as they inject the lethal message of the Chosen Masters into mainstream America, should have no trouble in concocting a new half-truth.

<sup>19</sup> Savant: A man of exceptional learning.

<sup>20</sup> Crocodile tears: Simulated or pretended weeping; hypocritical grief: from the tale of the ancient travelers that the crocodile weeps over those he devours.

## Co-Suretyship Obligations Incurred Via Acceptance of Free Delivery of Mail

Until 1863 there was virtually no delivery of mail in America. Although "city delivery" was authorized as early as 1794, comparatively little of it was done. At the time, all postage was so high that the additional fee for home delivery made the service undesirable.<sup>21</sup> Mail matter was received at the destination post office and stocked alphabetically in boxes/slots (as it is still done today) and handed over when a postal patron called at the General Delivery window. No disclosure of identity has ever been required for pick-up of mail by postal patrons at General Delivery, and Postal Regulations still support this custom today:

"6(c) Subsection (b)(1) of this section shall not require the disclosure of— (1) the name or address past or present, of any postal patron..." (Underline emphasis added)

POSTAL REORGANIZATION ACT OF AUGUST 12, 1970, 39 USC  
§ 410, Public Law 91-375, Sec. 2, 84 Stat. 719

When the seven Southern States walked out of Congress on March 27, 1861 there was no longer a quorum<sup>22</sup> and the existence of the *de jure* "United States of America" went into suspension. Exercising his power as commander-in-chief of the military, Lincoln issued the first Executive Order and the country officially went under martial law. This condition has never been reversed. To secure control of a sovereign constituency that was not aware of the disappearance of its *de jure* government, a device was needed that would secretly obligate each member in favor of the new *de facto* (illegitimate) military government without his knowledge.

During the progress of the Civil War (the day of the Battle of Appomattox) under the Lincoln stratocracy,<sup>23</sup> on July 1, 1863,<sup>24</sup> the United States Post Office Department proudly announced "free city delivery service" of mail, and city patrons could, from that time forward, receive free city delivery<sup>25</sup> of mail at home, if they so chose:

"Citizens had the option of accepting this service or rejecting it by giving proper notice to the postmaster." (Underline emphasis added)

Old Post Bags – The Story of The Sending of a Letter in Ancient and Modern Times, by Alvin F. Harlow, 1928, Introduction by Joseph Stewart, Executive Assistant to the Postmaster-General, U.S.A.

City postal patrons accepting free delivery, however, were reclassified as "customers," the first time in history a commercial term was used as an identifier for American Citizens. Whereas postal *patrons* were expressly excepted from identity-disclosure requirements when retrieving mail matter, postal *customers* were not (and are still not). Despite the apparent advantage of the new free service the idea took off very slowly, with long lines of patrons seen in front of the General Delivery window decades later:

<sup>21</sup> By law, letter carriers could collect a two-cent (*lawful money*) fee for each letter delivered because letter carriers received no salary for this service.

<sup>22</sup> Quorum: The number of members of any deliberative or corporate body necessary for the legal transaction of business.

<sup>23</sup> Stratocracy: A military government; government by military chiefs of an army. Black's 6<sup>th</sup>.

<sup>24</sup> Congress passes a tremendous amount of controversial legislation during times of war and turmoil, thus avoiding the scrutiny of voters that attends Congressional actions in less chaotic times.

<sup>25</sup> The first experimental routes for rural free delivery of mail, "RFD," were commenced in West Virginia in 1896, with letter carriers working out of Charlestown, Halltown, and Uvilla.

“The general delivery clerk has to deal with the family that will never allow its mail to be delivered by carrier, and with a man who brings his family with him to the post office two or three times a day and inquires for the mail for each one, of which, of course, there isn’t any...” (Underline emphasis added)

The Story of Our Post Office – The Greatest Government Department in all its Phases, by Marshall Cushing, 1893

“Not only in our larger cities before the days of free delivery, but again and again throughout our history has the long queue appeared, awaiting its letters at a delivery window...” (Underline emphasis added)

Old Post Bags – The Story of The Sending of a Letter in Ancient and Modern Times, by Alvin F. Harlow, 1928, Introduction by Joseph Stewart, Executive Assistant to the Postmaster-General, U.S.A.

### Privatization of Free Delivery of Mail

The *Postal Reorganization Act of August 12, 1970* (Public Law 91-375; 84 Stat. 720) abolished the United States Post Office Department and transferred all personnel into the private United States Postal Service, “USPS,” which was reorganized a year later. Whereas the former Post Office Department was an “executive department of government,” the Postal Service is a “semi-autonomous operation independent of congress [sic] operating under executive branch.”<sup>26</sup> USPS, the world’s biggest employer,<sup>27</sup> is a private corporation (“New Postal Rates Go Into Effect This Sunday,” LA Times, January 17, 1999).

The Postal Service handles roughly 500 million pieces of mail every day, delivering bills from IRS debt collectors and slave-of-state corporations, and payments from credit-starved customers—all for “free.” Without this facility, the wheels of commerce would turn much slower—as much as 95% slower—with far less tax generated and collected and far fewer defaults and foreclosures, thereby defeating the purpose of the credit-based economy foisted upon us by the Chosen Masters.

USPS, like the Post Office Department before it, bears no obligation for delivery of mail, a “free” service since 1863 and still openly advertised as such. Operation of the General Delivery window is a common-law right; delivery of mail (into P.O. Boxes and mail boxes) constitutes “free delivery,” and is a USPS function. Postage fees cover the transit of mail matter only as far as the destination post office,<sup>28</sup> where postal *patrons* can legally retrieve mail indefinitely at the General Delivery window (under the common law):

<sup>26</sup> “Postal Reorganization Act of 1971 had as purpose conversion of postal organization into semi-autonomous operation independent of congress [sic] operating under executive branch.... Baker v Hazen (1975) 133 Vt 433, 341 A2d 707.” 39 USC 201.

<sup>27</sup> There are approximately 800,000 USPS employees, 240,000 of which are members of the National Association of Letter Carriers (trade union).

<sup>28</sup> Historical note: Cost of postage, set by statute at Title 12 United States Statutes at Large, Chapter 71, Sections 22 and 23, has never been repealed and is still in force today: two cents per half-ounce when mailed within the several States of the Union, and three cents per half-ounce mailed in United States (District of Columbia). The private policy of a profit-making corporation, *i.e.* United States Postal Service, can never supersede a U.S. Government statute. The key is that the current U.S. Government is *de facto*, not *de jure* (*see Glossary* for these terms), and we no longer enjoy organic law, but private, copyrighted law/policy of British corporations under the control of the owners of the Federal Reserve. The reason postage prices continually go up is two-fold: (1) to keep up with

“Applicants...may receive **indefinite general delivery service** as provided in *Domestic Mail Manual (DMM) D930* (see also *Postal Bulletin* 21870, 6/23/94, page 7)... Note: The 30-day limit in DMM D930.1.4 refers to how long mail is usually held in the General Delivery section, not to how long a person can receive general delivery service. —*Operations Support, 9-29-94*” (Underline and bold emphasis added)

POSTAL BULLETIN 21877, 9-29-94, PAGE 7

“The use of the general delivery should be discouraged if it is possible to receive mail otherwise, but if a **patron insists on receiving his or her mail through the general delivery the request must be complied with....**” (Underline and bold emphasis added)

Postal Laws and Regulations, 1932, Sections 776 – 797, Delivery of Mail, Methods—Transients—Box Renters

### Intent Behind “Free” Delivery of Mail

As proclaimed by Congressman Clyde Kelly, Post-Office and Post-Roads Committee Member, in United States Postal Policy (D. Appleton and Company, 1931), discussing the subject of the “great postal highway,” *i.e.* post roads for the free delivery of mail:

“Every American is the **beneficiary** of this postal highway and of those leaders who insisted upon its being built on the service foundation. Its very existence is proof that the true objective of the Post Office is service, not money-making...”

“There never was any other motive than the **public welfare** behind the establishment of the rural free delivery service.... The one test in changes in routes must be: ‘Will the service be as good or better than formerly.’ The test of self-support should not determine the future of this facility which brings benefit to every citizen of the United States, whether he lives in city or country....” (Underline and bold emphasis added)

A more accurate version of the first sentence above: “...those leaders who insisted upon its being built on the ‘free’ service foundation.” The cost of the postal highway was a “loss leader” for Lincoln, a giveaway that secured an infinitely greater bounty: unwitting sureties for co-debtor, TRADE-NAME “citizens of the United States.” Because sovereign Americans also benefit from mail that is delivered free-of-charge in the all-caps TRADE NAME of their “citizen of the United States” straw man, the sovereign Americans are doubly hooked in.<sup>29</sup>

### Military Aspects of the Postal System

USPS, as a semi-autonomous operation (free of Congressional oversight) with a stated *mission*<sup>30</sup> (military objective) under the president as commander-in-chief of the current military regime, is a *de facto* military unit. Throughout history the postal system has performed numerous military and quasi-military functions:

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inflation (built-in feature of a credit-money system); and (2) to ensure that the salaries of the 240,000 letter carriers that “deliver the mail for free” meet/exceed the current rate of inflation (also known as the “Cost of Living Index”).

<sup>29</sup> The constitution of the United States of America is...not merely a league of sovereign States for their common defence against external and internal violence, but a supreme *federal* government or compositive State, acting not only upon the sovereign members of the Union, but directly upon all its citizens in their individual and corporate capacities. WHEATON *Elements International Law* § 52, p. 78 [L. B. & CO. 1866]

<sup>30</sup> “The Postal Service shall have...the obligation [*to commander-in-chief*] to provide postal services to bind the Nation together through the...correspondence of the people...” USPS web site (Underline emphasis added)



“During World War I, the Post Office...was called upon to perform a bewildering number of nonpostal functions... The postal establishment sold Liberty bonds and war savings certificates. Post offices registered enemy aliens. They handled, without charge, millions of tons of government mail, such as draft questionnaires and appeals for food conservation.... The money order system (authorized by the Act of May 17, 1864) was a wartime measure that achieved permanent acceptance....”

The Post Office Department, by Gerald Cullinan

Postal clerks, now identified as “Sales Associates” on their nametag, are authorized to accept and process passport applications (beginning in 1971, immediately after conversion into the private USPS) for the U.S. Department of State, headed by the U.S. Secretary of State, who administers the War Powers. *Passport* is defined as:

“A license...issued during the progress of a war authorizing a person to remove himself or his effects from the territory of one of the belligerent nations to another country, or to travel from country to country without arrest or detention on account of the war....” Black’s 1<sup>st</sup>. (Underline emphasis added)

Selective Service registrants filling out the “Selective Service System Registration Form,” SSS Form 1 (Oct 91), are directed as follows:

“...Block 8 – When you have completed your form to this point, recheck it and take it to the postal clerk for verification, then sign and date in the presence of a postal clerk.” (Underline emphasis added)

In 1931, when Congressman Clyde Kelly introduced United States Postal Policy (referenced above), the Army and Navy (Marine Corps is a branch of the Navy) comprised the totality of the armed forces of the country. Despite the enormity of this fact, Kelly, in describing the value of the “postal highway,” proclaimed:

“It is the highway of service designed by a democracy<sup>31</sup> with faith for a social institution of vital importance in a people’s nation.... It is more essential for the protection of the nation than the Army or the Navy; it is the democratic instrument of a democracy...” (Underline emphasis added)

By virtue of the “postal highway” all American Citizens (a much greater number than the total enlistment of the Army and Navy) became accountable/responsible for United States, Inc. Indeed, once one accepts free delivery of mail intended for his “citizen of the United States” straw man, he/she incurs an obligation for military service as co-beneficiary—*surety*—for the “person” whose TRADE NAME appears on the draft notice.

Another obvious discrepancy in Kelly’s Postal Policy is the fact that the *de jure* United States of America is not a democracy, but a republic (guaranteed at Article IV Section 4 of

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<sup>31</sup> Until the incorporation of the U.S. Government February 21, 1871 America flourished as a *de jure* constitutional republic. Despite the fact that a republican form of government is guaranteed by the Constitution, we now have a *de facto* “legislative democracy,” the form of government in District of Columbia/United States, Inc. Congress controls Washington, DC by “mob rule” (51% rules 49%), *i.e.* “democracy.” DC is not part of the United States of America, which, although virtually functionally defunct, still exists and is still a constitutional republic. That “the State of United States” (DC) is not part of the United States of America can be proven in a number of ways, one of which is the fact that residents of Washington, DC cannot participate in presidential elections.

the Constitution, cited earlier in this treatise). Congressman Kelly is not talking about the defunct Republic; rather, he is telling us in no uncertain terms that the postal highway—which is used only for “free” delivery of mail—is an instrument of the *de facto* (illegitimate) democracy (military government, stratocracy) instituted by Lincoln.

### Sifting Out the Key Issues

- The postal system was not created as a moneymaking operation, but as a service facility, where operating at a profit was not a prime consideration;
- Cost of postage covers transit of mail no farther than the destination post office, where postal patrons can retrieve mail matter at the General Delivery window;
- No one can be denied general-delivery service, a traditionally vested, common-law right established by usage and custom since ancient times;
- Postal patrons—but not postal customers—can use general delivery indefinitely for retrieving mail and need not disclose their identity (produce government-issued ID);
- “General Delivery” has never been the subject of legislation of the *de facto* (illegitimate) stratocracy, which came into existence with the first Executive Order issued by Lincoln in his capacity as commander-in-chief of the military;
- Maxim of law: “No one is obliged to accept a benefit against his consent.” (Dig. 50. 17. 69; Broom, Max. 699);
- Those who accept a benefit consent, and do so voluntarily;
- Maxim of law: “Consent makes the law.” (Branch, Princ.; 8 Mont. 32);
- Delivery of mail matter is, and has been since July 1, 1863, a benefit, a mutually agreed upon (consensual) arrangement, and a voluntarily accepted free service;
- *Public welfare* was the solitary motive behind the establishment of “free city delivery” during the Civil War in 1863;
- *Public welfare* was the solitary motive behind the establishment of “rural free delivery” of mail in 1896, when 90% of the population lived in the country;
- Acceptance of free delivery of mail matter from USPS (under commander-in-chief of the military) makes one a beneficiary of public welfare and protection of the state;
- Anyone accepting the benefit of public welfare and the protection of the state establishes that he/she is mentally incapable of caring for himself/herself; and
- Those who cannot care for themselves are subjects of the doctrine of *parens patriae*, as discussed earlier in this essay in the section on Social Security.

People are dragged into this contract through the back door, whereby the “promise” is extracted, as explained in 13 *Corpus Juris Secundum* 311 (cited in Woolum v. Sizemore):

“Various definitions of ‘consideration’ are to be found in the text-books of judicial opinions. A sufficient one is: A benefit [*free delivery of mail*] to the party promising [*mail recipient*], or a loss or detriment [*costs, injuries, losses incurred delivering mail*] to whom the promise is made [*Government*]. ‘Benefit,’ as thus employed, means that the promisor has, in return for his promise, acquired some legal right [*welfare, protection of the state*] to which he would

not otherwise [without conceding mental incompetence upon acceptance of free delivery] have been entitled. And 'detriment' means that the promisee [*Government*] has, in return for the promise, forborne some legal right [*to charge for delivery of mail, as was done from 1794 through June 30, 1863*] which he would have otherwise been entitled to exercise."

Conclusion: As asserted by the Assistant U.S. Attorney in the Cooper case, use of the United States Postal Service constitutes a contract of "co-surety" that renders anyone so "contracting" under federal jurisdiction and a subject of mandatory federal income taxation.

Welcome to the club!

### Co-Suretyship Through Licensing

In America, a person with a name designated in all-capital letters is legally classified as an "individual." The legal definition of *individual* is: "citizen of the United States" (5 USC 552a(a)(2)). A *citizen of the United States* must be licensed for almost every activity under the sun—proven by the appearance of its name *exclusively* on every type of issue of license. *License* is defined as follows:

"In International Law. Permission granted by a belligerent state to its own subjects, or to the subjects of the enemy, to carry on a trade interdicted<sup>32</sup> by war." Bouvier's 8<sup>th</sup>.

As mentioned earlier in this book, the common law is ancient and immutable and predates all codified law, its principles having been established by usage and custom since before recorded history. Based on principles of the common law, no flesh-and-blood man/woman need obtain the permission of any abstract "contrivance of the mind," such as a government, for fulfilling basic needs for survival and keeping his/her body alive. The only way artificial governments can "govern" and "rule over" a living, breathing man is by convincing him that he is a subject<sup>33</sup> of another/others far wiser than he in deciding what is best for him (and then administering "legalized" deadly violence against him should he stray too far from the herd).

Making a man believe that he is a subject can be accomplished in many ways, one of which is corruption of the name, as discussed in the first essay in this manual. As a sovereign, your ultimate remedy is in the common law and international law (*i.e.* trade/commerce/exchange with other sovereigns), and, when involved in commerce (intercourse of any kind), the greatest power resides in your true name. Of course, anyone can forego these options and pursue remedy in the name of his/her bankrupt "citizen of the United States"/debtor TRADE NAME—which is always welcomed by government, but eminently ineffective in achieving one's objectives. However, as is discernible from the definition of *license* above, licensing of "subjects" comes into play when a trade/occupational calling is interdicted (prohibited, forbidden) by war, as is presently the case in America.

*Trading With the Enemy* is defined as:

"The federal offense of carrying on commerce with a nation or with a subject or ally of a nation with which the United States is at war." Black's 7<sup>th</sup>.

<sup>32</sup> Interdict: To prohibit or restrain authoritatively; forbid.

<sup>33</sup> Subject: One who owes allegiance to a sovereign and is governed by that sovereign's laws. Black's 7<sup>th</sup>.

The *Trading With the Enemy Act of October 6, 1917* (H.R. 4960, Public Law 91), though admitting of the possibility that "citizens of the United States" could be considered as the enemy when involved in monetary transactions "within the United States," also expressly excluded them from such categorization in the following passage:

"(c) Such other individuals, or body or class of individuals, as may be natives, citizens, or subjects of any nation with which the United States is at war, other than citizens of the United States, wherever resident or wherever doing business..." (Underline emphasis added)

However, the *Amendatory Act to the Trading With the Enemy Act*, also known as the *Emergency Banking Relief Act of March 9, 1933* (48 Stat. 1), amended the *Trading With the Enemy Act*—at a time when United States was not in a shooting war with any foreign foe—omitting the clause excluding "citizens of the United States" as enemies in war, and including them as such instead, via insertion of the following innocuous little passage:

"...by any person within the United States or any place subject to the jurisdiction thereof;..."  
Chapter 1, Title 1, Section 1(b).

By operation of law, all *persons* ("citizens of the United States") involved in monetary transactions "within the United States" were now official enemies of the U.S. Government and, as such, required a license for almost every type of commercial activity<sup>34</sup> imaginable. The above definition of license from Bouvier's 8<sup>th</sup> now becomes more understandable:

"In International Law. Permission granted by a belligerent state to its own subjects, or to the subjects of the enemy, to carry on a trade interdicted by war." (Underline emphasis added)

The fact that sovereign Americans do not qualify as "*persons within the United States*," and hence are not subjects of the legislation, was not explained for them by the U.S. Government in 1933, nor anytime thereafter (and never will be). Using this legislation as justification, however, federal and state-government agencies launched a nationwide campaign to convince all Americans that they needed a license for virtually every activity they were involved in and managed successfully inculcating<sup>35</sup> the stratagem<sup>36</sup> into society over the ensuing decades.<sup>37</sup>

<sup>34</sup> There is no requirement in any vehicle code requiring a driver license for anyone not engaged in the commercial activity of "the transportation or persons or property for hire or compensation" (cab drivers, bus drivers, limousine drivers, and truck drivers). The code-encrypting esquires that write the vehicle code, however, have very cleverly circumvented this non-requirement via the federal definition of "motor vehicle." *Motor vehicle* is a commercial term and signifies that any automobile, motor home, bus, truck, van, motorcycle, etc. that is registered with any Motor Vehicle Department is a vehicle used in "the transportation of persons or property for hire or compensation," and therefore requires a license for its operation. Even though the "driver" (another commercial term) is not directly involved in commerce, he/she is operating a "commercial motor vehicle" ("involved in the transportation of persons or property for hire or compensation"), thus the "need" for a license. No judge and no attorney and no police officer can identify any section of any vehicle code that *requires* that a private, for-pleasure automobile, used strictly for non-commercial purposes, be registered with the state. Registration of a private-use-only automobile is voluntary.

<sup>35</sup> Inculcate: To impress upon the mind by frequent and emphatic repetition, instill.

<sup>36</sup> Stratagem: A maneuver designed to deceive or outwit an enemy in war.

<sup>37</sup> The introduction of the need for licensing, and the enforcement thereof, was instigated over a longish period of time, thereby avoiding mass resistance from the populace. People in California, for example, were not propagandized re the need for a driver license for non-commercial purposes (*i.e.* for private, for-pleasure use only) until 1957, 24 years following the *Amendatory Act*, when the "driver license" was introduced. The commercial "chauffeur license" and commercial "operator license" were combined into the new "driver license," artfully confusing the public over the need for a driver license in order to "drive."

## Licensing = Legal Liability

When a sovereign American “voluntarily” applies for, accepts, indorses in his name, and uses as his own, a license issued in the all-capital-letter TRADE NAME of his straw man, that party is signing for accommodation, *because the straw man is incapable of signing*, and has cemented his status as surety for the citizen-of-the-United-States enemy-debtor-individual named thereon—because every accommodation party is ever and always a surety.<sup>38</sup> It cannot be any other way:

“An accommodation party is always a surety.” UCC 3-419, Note 3, paragraph 2.

The STRAW MAN named on the license has neither the hand nor the body required for applying a signature. Another party must perform these acts on its behalf, someone capable of assuming legal liability for the “person” in whose name the license is issued, an accommodation party. The voluntary act of applying for a license that is issued in the straw man’s TRADE NAME, by executing one’s own signature in place of the straw man’s—is concrete evidence of voluntary assumption of the status of surety:

“One who undertakes to pay money or perform other acts in the event that his principal fails to do so; the surety is directly and immediately liable for the debt.” Barron’s Law Dictionary, Third Edition, 1991.

As asserted by the Assistant U.S. Attorney in the Cooper case, the act of paying Social Security payroll taxes into the Social Security Account of the individual named on the Social Security card constitutes a contract of “co-surety” that places anyone so “contracting” in the federal jurisdiction and a subject of mandatory federal income taxation. Since the entity listed on every license that you carry is the same as that on the Social Security card in your possession, there is no reason to believe that the same liabilities do not apply.

### “Volunteering” and Co-Suretyship

The Internal Revenue Code (Title 26 United States Code Annotated) states that our system of taxation is based upon “voluntary compliance.” As everyone knows from the cavalcade of cases that are enthusiastically reported by the news media, those who do not “voluntarily” comply and file income tax returns and pay income tax are *forced* into complying and paying, with fines, indictments, seizures of property, garnishments, and incarceration.

Q: When did the *voluntary* part come into the picture?

A: (Though by no means an exhaustive list:)

The moment you *voluntarily* paid in your first penny of Social Security payroll tax (which was, of course preceded by your parents “voluntarily” enrolling you in the Social Security System when you were a minor, and your subsequent failure, upon attaining the age of majority, to withdraw from the program and nullify/cancel the contract, thereby tacitly consenting with the terms of the contract in full—albeit unwittingly—and making yourself welfare-eligible);

The first time you *voluntarily* accepted “free home delivery” of mail matter from an agent of the commander-in-chief, *i.e. de facto* military personnel of the United

<sup>38</sup> For a conclusive treatment on this subject, see “How to Sign Your Signature Without Liability” in *Appendix*.



States Postal Service [Note: although you can officially notice the postmaster that you have been accepting free delivery of mail matter under mistake and no longer wish free delivery, the headaches that come with such a move are significant; capture of legal title of the TRADE NAME under the common law and control of same through the UCC allows both use of the Postal Service and control of the destiny of the "citizen of the United States" TRADE NAME];

The first time you *voluntarily* applied for and signed for and paid for and received a license for a "privileged activity" in the all-capital-letters name of your citizen-of-the-United-States/individual/United-States-Government-employee TRADE NAME and assumed responsibility for payment and performance of the straw man's obligations associated therewith by signing for accommodation; and

The first time you undertook numerous other *voluntary* acts, such as applying for and paying for and receiving a passport from "UNITED STATES DEPARTMENT OF STATE" and registering to vote, in the all-capital-letters "citizen of the United States" TRADE NAME, and then affixing your own personal signature as accommodation party, and therefore *surety*, on each document.

### The Situation

The only reason you have suffered at the hands of those who would bleed every ounce of economic lifeblood from your withered carcass is because you were unaware of the artificially manufactured justification technique used by such con men for wreaking holy hell with your life: *corruption of your name*. It has taken over 2,000 years, but this little band of extortionists has put together quite an operation for itself—and it all depends on your continued ignorance of your name as personal property and the significance of your true name spelled in an ALL-CAPITAL-LETTER/abbreviated format.

The reason government, bank, corporate, court, and tax-agency computers spit out bills, statements, and threatening correspondence with your name corrupted into an ALL-CAPS format is because the entity named therein is the actual target, the account holder, the "customer." They are utterly dependent on your mistakenly believing that the ALL-CAPS name *identifies you*, so you will assume the role of accommodation party and surety for the artificial person they have created. Such is the depth of their deceit: their entire earthly objective, every waking moment of every single day of their hideous little existence, predicated on keeping you and your family and your friends ignorant of the real meaning behind your name set in CAPITAL LETTERS, and the significance of applying your own signature when it's (the straw man's) is required.

For those afflicted with the curse of co-suretyship, the pathology<sup>39</sup> can be grim: loss of wealth, loss of possessions, loss of shelter, loss of family, loss of self-respect, loss of health, and even loss of life. It matters not whether one willingly submits and acts in accordance with the agenda of the Chosen Masters and does as one is told; the foregoing milestones comprise the schedule of events for one and all. The only difference is the timing. There is no logic in these plans, and this is the very reason that most people cannot conceive that anyone else could have such evil intentions. However, if unchecked, everyone, including the perpetrators, will lose in the end.

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<sup>39</sup> Pathology: The sum of the morbid conditions, processes, and results in the course of a disease.

Probably the most tragic and regrettable fact of all is that none of the statements contained in this volume constitute hyperbole.<sup>40</sup> Your authors wish it were not so, but such is the gravity of the situation we are faced with.

### Relief

No matter how black it may be for some, there is abundant hope for those who are capable of seeing what is in front of them. For such people, the curse of co-suretyship is as temporary as the common cold and more easily treated, as well.

Capture and control—*under the common law*—of the TRADE NAME that others have been exploiting at your expense requires nothing more than asserting that fact in writing. Taking the steps of filing the statement in the *legal notices* section of the newspaper and with the county clerk/recorder establishes “public notice” and makes it that much better.

Following public notice of your new common-law-copyrighted TRADE NAME, creation of the legal relationship between the two of you via a Private Agreement and a Security Agreement, and execution and filing of a UCC Financing Statement to perfect the matter can be completed in days. These documents legally distinguish you from the TRADE NAME and give you legal control over it in all financial and legal matters—including those involving government actors who carried out the ugly plot (at the behest of the Chosen Masters) that put us in this mess in the first place.

The degree of control over your economic life depends only on your understanding of the power that resides in legal ownership of your true name and TRADE NAME, and your effectiveness in communicating it. Mere notification of the relationship between you and the TRADE NAME is sometimes sufficient to stop a would-be predator. For others that require more persuasion, the material in the Presentment Handling section will take care of the vast majority. For the minute percentage that insists on kicking and screaming every step of the way until closure, the publisher can suggest other contacts that can assist you in your needs.

*Full speed ahead!*

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<sup>40</sup> Hyperbole: Poetic or rhetorical overstatement; exaggeration.

Section 4

***Annotated  
Glossary of Terms***

# *Annotated Glossary of Terms*

## *“Cracking the Code”*

**Note.** “UCC” means Uniform Commercial Code. Per UCC §§ 1-104, when there arises a conflict between current code and a deleted section, the deleted section controls; *i.e.* nothing is ever actually deleted. Therefore, earlier editions of the UCC would be useful.

**Introduction.** Do not expect to understand the UCC at a glance. It is the culmination of thousands of years of effort by countless collaborators and was never supposed to have been deciphered. Understanding the Code can be likened to solving a giant jigsaw puzzle: one is not going to see the picture with all the pieces in disarray. A few pieces must be connected before one can gain awareness of the fundamental issues at hand, build on them, and eventually solve the puzzle—but this need not take an inordinate amount of time. One good way to go about it is to follow the annotations accompanying the definitions of terms that direct you to see and compare other related terms in the *Glossary*. By gathering bits of understanding from different places and from different points of view, the pieces of the puzzle begin to fit together and the big picture can take shape very quickly.

There are a number of key terms that will provide a good entrance point to the *Glossary* for gaining an understanding of the Redemption Process. Some of those terms would be: **straw man, birth certificate, transmitting utility, value, redemption, and House Joint Resolution 192 of June 5, 1933.** An entertaining and all-inclusive definition is found at **Wizard of Oz, The.** Do not be daunted by the size of this *Glossary*. All terms have bearing on what has happened, and is currently happening, thereby making it very interesting material for anyone concerned about survival and freedom.

Key.	<u>ACED</u>	=	<u>American College Encyclopedic Dictionary, 1959</u>
	<u>AHD</u>	=	<u>American Heritage Dictionary, 1969</u>
	<u>Barron's 3<sup>rd</sup></u>	=	<u>Barron's Law Dictionary, Third Edition, 1991</u>
	<u>BDLT</u>	=	<u>Barron's Dictionary of Legal Terms, 1983</u>
	<u>Black's 1<sup>st</sup></u>	=	<u>Black's Law Dictionary, First Edition, 1891</u>
	<u>Black's 4<sup>th</sup></u>	=	<u>Black's Law Dictionary, Fourth Edition, 1951</u>
	<u>Black's 5<sup>th</sup></u>	=	<u>Black's Law Dictionary, Fifth Edition, 1979</u>
	<u>Black's 6<sup>th</sup></u>	=	<u>Black's Law Dictionary, Sixth Edition, 1990</u>
	<u>Black's 7<sup>th</sup></u>	=	<u>Black's Law Dictionary, Seventh Edition, 1999</u>
	<u>Bouvier's 6<sup>th</sup></u>	=	<u>Bouvier's Law Dictionary, Sixth Edition, 1856</u>
	<u>Bouvier's 8<sup>th</sup></u>	=	<u>Bouvier's Law Dictionary, Eighth Edition, Third Rev., 1914</u>
	<u>F&amp;W</u>	=	<u>Funk &amp; Wagnalls Standard Dictionary, Int'l Edition, 1958</u>
	<u>OED</u>	=	<u>The Oxford English Dictionary, 1971</u>
	<u>UCC</u>	=	<u>Uniform Commercial Code, 1996</u>
	<u>Webster's</u>	=	<u>Webster's Encyclopedic Unabridged Dictionary, 1996</u>
	<u>W&amp;P</u>	=	<u>Words and Phrases (90 Volumes), 1968</u>
	<u>WSUG</u>	=	<u>Wash. State Uniform Comm. Code User's Guide, 1999</u>

# Glossary

**AB INITIO.** *adv.* [Latin] From the beginning; from the first act. Black's 1<sup>st</sup>.

**ABSOLUTE RIGHTS.** As regards **right** to interfere with contractual obligations of another, "**absolute rights**" which individual may exercise without reference to motive are **rights** incident to ownership of property, **rights** growing out of contractual relations, and **right** to enter or refuse to enter contractual relations. By the "**absolute rights**" of individuals is meant those which are in their primary and strictest sense, such as would belong to their persons merely in a state of nature, and which every man is entitled to enjoy, whether out of society or in it. The **rights** of personal security, of personal liberty, and private property do not depend upon the Constitution for their existence. They existed before the Constitution was made, or the government was organized. These are what are termed the "**absolute rights**" of individuals, which belong to them independently of all government, and which all governments which derive their power from the consent of the governed were instituted to protect. W&P, Vol. 1. Compare droit-droit.

**ACCEPTANCE.** [< L *accept(are)*, equiv. to *ac-* + *cep* take + *-t-* freq. suffix] The voluntary act of receiving something or agreeing to certain terms. In contract law, **acceptance** is consent to the terms of an offer, creating a binding contract; the taking and receiving of anything in good part, and as if it were a tacit agreement to a preceding act, which might have been defeated or avoided if such **acceptance** had not been made. The act of a person to whom a thing is offered or tendered by another, whereby he receives the thing with the intention of retaining it, such intention being evidenced by a sufficient act. Black's 6<sup>th</sup>. An agreement, either by express act or by implication from conduct, to the terms of an offer so that a binding contract is formed. • If an **acceptance** modifies the terms or adds new ones, it generally operates as a counteroffer. Black's 7<sup>th</sup>. A negotiable instrument, especially a bill of exchange, that has been accepted for payment. Black's 7<sup>th</sup>.

**ACCEPTANCE BY SILENCE.** When the court "implies a promise" or holds that good faith requires a party not to violate these expectations, it is recognizing that sometimes **silence** says more than words, and it is understanding its duty to the spirit of the bargain is higher than its duty to the technicalities of the language. Corbin on Contracts. See Note.

**ACCEPTANCE FOR VALUE.** See Note, **remedy, acceptance, value, holder in due course, banker's acceptance.**

Note: By **acceptance for value** is implied a taking, an "**acceptance**" of something, in exchange for another thing previously provided, e.g. a using credit balance previously established to purchase something. **Value**, as peculiarly defined within the UCC, is an esoteric term, and implies that some sort of credit has been established beforehand, whereby the party with the credit may **take/accept/purchase** some item in commerce based on his credit, i.e. what is owed. It applies in numerous types of situations. Basically, if a party has established his position as a creditor of some sort, he can unilaterally **accept** (purchase/take) anything that would help reconcile the credit discrepancy by executing that particular transaction. Such a creditor, having essentially a credit balance, need not obtain anyone's approval before so acting. One example of this is the **acceptance for value** of a document bearing the creditor's TRADE NAME, e.g. the birth certificate. The source of all



credit and accountability (**value**) associated with the **TRADE NAME** is the sovereign, flesh-and-blood man/woman from whose true name the **TRADE NAME** was derived.

**ACCEPTANCE OF A BILL OF EXCHANGE.** In mercantile law. The act by which the person on whom a **bill of exchange** is drawn (called the "drawee") assents to the request of the drawer to pay it, or, in other words, engages, or makes himself liable to pay it when due. It may be by parol or in writing, and either general or special, absolute or unconditional; and it may be impliedly, as well as expressly, given. But the usual and regular mode of **acceptance** is by the drawee's writing across the face of the **bill** the word "**acceptance**," and subscribing his name; after which he is termed the acceptor. Black's 1<sup>st</sup>. See **banker's acceptance, bill of exchange, sight draft**.

\* **PAROL.** a word; speech; hence, oral or verbal; expressed or evidenced by speech only; not expressed by writing.... Black's 4<sup>th</sup>.

**ACCEPTANCE OF DRAFT; CERTIFIED CHECK.** (a) means the drawee's signed agreement to pay a **draft** as presented. It shall be written on the **draft** and may consist of the drawee's signature alone. **Acceptance** may be made at any time and becomes effective when notification pursuant to instructions is given or the **accepted** draft is delivered for the purpose of giving rights on the **acceptance** to any person. (b) A **draft** may be **accepted** although it has not been signed by the drawer, is otherwise incomplete, is overdue, or has been dishonored. (c) If a **draft** is payable at a fixed period after sight and the **acceptor** fails to date the **acceptance**, the holder may complete the **acceptance** by supplying a date in good faith. (d) "**Certified check**" means a **check** **accepted** by the bank on which it is drawn. **Acceptance** may be made as stated in subdivision (a) or by a writing on the **check** which indicates that the **check** is certified. The drawee of a **check** has no obligation to certify the check, and refusal to certify is not dishonor of the **check**. UCC 3-409.

**ACCEPTOR.** "**Acceptor**" means a drawee who has **accepted** a draft. UCC 3-103(1). The person who **accepts** a bill of exchange, (generally the drawee,) or who engages to be primarily responsible for its payment. Black's 1<sup>st</sup>. See Note.

**ACCOMMODATION.** An arrangement or engagement made as a favor to another, not upon a consideration received. Something done to oblige, usually spoken of a loan of money or commercial paper; also a friendly agreement or composition of differences. The word implies no consideration. While a party's intent may be to aid a maker of note by lending his credit, if he seeks to accomplish thereby legitimate objectives of his own, and not simply to aid maker, the act is not for **accommodation**. Black's 6<sup>th</sup>. n. 1. A loan or other financial favor. 2. The act of signing an accommodation paper as surety for another. Black's 7<sup>th</sup>. See Note.

Note: All of your licenses, permits, utilities services, bank accounts, travel documents, W-4 Forms, tax returns, paychecks, etc. are in your straw man's fictitious **TRADE NAME**, not your true name. Until now, when you signed any of these items, you were signing for **accommodation** and obligating yourself, albeit unwittingly, on behalf of the **TRADE NAME**. See **straw man**.

**ACCOMMODATION INDORSER.** A party who places his name to a note without consideration for purposes of benefiting or **accommodating** some other party. Black's 6<sup>th</sup>. See Note, **accommodation, accommodation maker**.

**ACCOMMODATION LOAN.** A loan for which the lender receives no consideration in return. Black's 7<sup>th</sup>. See **accommodation**.

**ACCOMODATION MAKER.** One who puts his name to a note without any consideration with the intention of lending his credit to the **accommodated party**. Black's 6<sup>th</sup>. See **Note**.

**Note:** When you sign a traffic citation, which is a "promise to (appear and then) pay," *i.e.* a promissory note, you are the **accommodation maker**, your straw man the **accommodated party**.

**ACCOMMODATION NOTE.** One to which **accommodating party** has put his name, without consideration, to **accommodate** some other party, who is to issue it and is expected to pay it. Black's 6<sup>th</sup>, UCC 3-419. See **Note**.

**Note:** All promises to pay are done by **accommodation**. The flesh-and-blood man or woman signs the note for **accommodation** on behalf of the TRADE NAME. The fictitious straw man (TRADE NAME), an artificial person created by government, is the "transmitting utility" (see **transmitting utility**) whereby all goods and services of the industrial society flow into and out of the possession of the flesh-and-blood man/woman. The straw man, having no life, no brain, and no body with which to apply a signature, must be **accommodated** by the actual/attached man/woman, also known, in this context, as a **surety** (see **surety**).

**ACCOMMODATION PARTY.** One who signs commercial paper in any capacity for purpose of lending his name (*i.e.* credit) to another party to instrument. Such party is a **surety**. Black's 6<sup>th</sup>, UCC 3-419. See **Note**, **surety**.

**Note:** When you sign a traffic citation, IRS Form 1040, *etc.*, you are the **accommodation party**. You are the source of all credit for the party whose name appears on the driver license, Social Security card, *etc.* in your possession. You have provided the TRADE NAME with value (credit) your entire life.

**ACCOMMODATION SURETY.** See **voluntary surety** under **surety**.

**ACCOUNT.** "Account," accept as used in "account for," means a right to payment of a monetary obligation, whether or not earned by performance, (i) for property that has been or is to be sold, leased, licensed, assigned, or otherwise disposed of, (ii) for services rendered or to be rendered, (iii) for a policy of insurance issued or to be issued, (iv) for a secondary obligation incurred or to be incurred, (v) for energy provided or to be provided, (vi) for the use or hire of a vessel under a charter or other contract, (vii) arising out of the use of a credit or charge card or for information contained on or for use with the card, or (viii) as winnings in a lottery or other game of chance operated or sponsored by a state, governmental unit of a state, or person licensed or authorized to operate the game by a state or governmental unit of a state. The term includes healthcare insurance receivables. The term does not include (i) rights to payment evidenced by chattel paper or an instrument, (ii) commercial tort claims, (iii) deposit **accounts**, (iv) investment property, (v) letter-of-credit rights or letters of credit, or (vi) rights to payment for money or funds advanced or sold, other than rights arising out of the use of a credit or charge card or information contained on or for use with the card. UCC 9-102(a)(2). See **consumer transaction**.

**ACCOUNT NUMBER.** See Note.

Note: Same as **account (2)**. The sovereign creditor's mirror-image, private-side (of the governmental double-entry bookkeeping ledger) **account number** (e.g. 123456789) of the straw man-debtor's public-side Social Security **Account Number** (e.g. 123-45-6789). All IRS (and state tax agency) correspondence references the **account number** as the dash-less version of the Social Security **Account Number**.

**ACCOUNT DEBTOR.** "Account debtor" means a person obligated on an account, chattel paper, or general intangible. The term does not include persons obligated to pay a negotiable instrument, even if the instrument constitutes part of chattel paper. UCC 9-102(a)(3).

**ACCOUNTING.** "Accounting," except as used in "accounting for," means a record that is all of the following: (A) Authenticated by a secured party. (B) Indicating the aggregate unpaid secured obligations as of a date not more than 35 days earlier or 35 days later than the date of record. (C) Identifying the components of the obligations in reasonable detail. UCC 9-102(a)(4).

**ACCUSATION.** A formal charge against a person, to the effect that he is guilty of a punishable offense, laid before a court or magistrate having jurisdiction to inquire into the alleged crime. Black's 6<sup>th</sup>.

Note: Per listing of "Informer"/"Informant" on the birth document, and as subscribed thereto by one's mother, one has, by definition, had an **accusation** preferred against one. This is also very possibly the basis for all subsequent insurances by Big Brother that the all-capital letters TRADE NAME references the man or woman so identified by the birth document. See **informer, identification of goods, proper, all-capital letters-written**.

**ACTION.** "Action" in the sense of a judicial proceeding includes recoupment, counter-claim, set-off, suit in equity, and any other proceedings in which rights are determined. UCC 1-201(1). See **setoff**.

**ADHESION CONTRACT.** A **contract** so heavily restrictive of one party, while so non-restrictive of another, that doubts arise as to its representation as a voluntary and uncoerced agreement; implies a grave inequality of bargaining power. The concept often arises in the context of "standard-form printed **contracts** prepared by one party and submitted to the other on a 'take it or leave it' basis. The law has recognized there is often no true equality in bargaining power in such **contracts** and has accommodated that reality in construing them." Barron's 3<sup>rd</sup>. See Note.

Note: A driver license application and an IRS Form 1040 are examples of an **adhesion contract**.

**ADMIRALTY.** A court which has a very extensive jurisdiction of maritime causes, civil and criminal. See Note, **admiralty law, maritime**.

Note: **Admiralty** courts, *i.e.* Municipal Court, Superior Court, *etc.*, comprise the only jurisdiction that can enforce a criminal penalty for a civil offense. No other type of jurisdiction has this capability. This is why people must post bail prior to arraignment

or trial and are sometimes sentenced to jail time (two aspects of criminal procedure) for civil "offenses," such as traffic citations, wherein no party is injured and no property damaged. All courts in America operate as **admiralty** courts.

**ADMIRALTY LAW.** The terms "**admiralty**" and "**maritime**" are virtually synonymous. Black's 6<sup>th</sup>.

**AFFIANT.** The person who makes and subscribes an affidavit. The word is used, in this sense, interchangeably with "deponent." But the latter term should be reserved as the designation of one who makes a deposition. Black's 1<sup>st</sup>. See Note, **affidavit**:

Note: As relates to the Redemption Process, "**affiant**" is defined as the natural-born, flesh and blood, sentient being whose name is designated in upper- and lower-case letters (one's true name) in accordance with the rules of English grammar, who executes and signs an affidavit under oath.

**AFFIDAVIT.** A written or printed declaration or statement of facts, made voluntarily, and confirmed by the oath or affirmation of the party making it, taken before an officer with authority to administer such oath. Black's 1<sup>st</sup>. See Note, **commerce**.

Note: The capacity to issue one's solemn declaration of truth, one's sacred word is the most basic, fundamental, underlying, foundational concept of all commerce, society, and civilization. An "**affidavit**" is a written statement under oath executed and sworn to before an authorized officer on the maker's commercial liability that all assertions contained within the **affidavit** are true, correct, and complete, not misleading, the truth, the whole truth, and nothing but the truth. An **affidavit** is the most solemn, unequivocal, and ceremonial means extant to express truth without evasion, concealment, deception, or insincerity. As distinguished from "testimony," an **affidavit** is not subject to cross-examination and is intended to be a complete, self-contained document. All truth is subjective, and only each free-will being possesses the right, duty, privilege, and capacity to state that affiant's own truth in accordance with the unique nature, perspectives, and priorities of the affiant. No one has the authority nor the ability to state the truth of another. As per the maxim of law: "The order of things is confounded if everyone preserves not his jurisdiction." Because truth is supreme in Commerce, an **affidavit** is the most important document in Commerce and stands as the truth unless rebutted point-for-point by **counteraffidavit** signed and certified on the executing party's commercial liability as true, correct, and complete (*i.e.* not misleading, the truth, the whole truth, and nothing but the truth). Exodus 20:16, the "Ninth Commandment," states: "Thou shalt not bear false witness against thy neighbor." The Bible is especially harsh on those who bear false witness. Lies are weapons that are easy to utter, difficult if not impossible to undo when spread as rumors, and can destroy lives. People often act on what is told to them and kill or are killed on the basis thereof, such as by marching off to war, believing "authorities," or blindly obeying one's "superiors." *Caveat emptor* is as wise an attitude in the field of words and ideas as it is concerning goods or services. For one group's official attempt at avoiding the consequences of bearing false witness, see "**Kol Nidre**."

**AFFIDAVIT OF SERVICE.** An **affidavit** intended to certify the **service** of a writ, notice, or other document. Black's 1<sup>st</sup>. See Note.

Note. When using the mails/United States Postal Service for service of commercial process, it is always wise to include (the original of) an **affidavit of service** along with the item served. In so doing, one averts the potential claim by the recipient: "I received the envelope, but it was empty." A sample **affidavit of service** is found in Part II under "Handling Presentments."

**AGREEMENT.** "Agreement" means the bargain of the parties in fact as found in their language or by implication from other circumstances including course of dealing or usage of trade or course of performance as provided in this code. Whether an **agreement** has legal consequences is determined by the provisions of this code, if applicable; otherwise by the law of contracts (Section 1-103). UCC 1-201(3). *Compare contract.* See Note.

Note: In other words, you have formed an **agreement** in fact and are inextricably linked with the TRADE NAME by course of dealing, usage, trade, and course of performance. The legal consequences of the "marriage" with your straw-man TRADE NAME is spelled out in the code, where applicable; where not applicable, it references Section 1-103, which states that all other forms of law "...shall supplement its provisions." The UCC is the supreme codified law on the planet. Legal consequences are dictated under the UCC. In law, and the UCC is the supreme law, there are only two kinds of people: debtors and creditors.

**ALL-CAPITAL-LETTERS-WRITTEN.** See Note.

Note: A proper name appearing in **all-capital letters** falls outside the rules of English grammar, which authorizes the use of a capitalized letter only for a very limited number of well-defined uses, such as the *initial letter* of a proper name. A **capital letter** is defined as: "(of letters) of the large size used at the beginning of a sentence or as the first letter of a proper name." (ACED) No lexical authority for use of all-capital letters in the name of a man or woman has yet been referenced by those who would insist on corrupting the true names of men and women by displaying their name in **all-capital letters**. An **all-capital letters-written** version of one's name is not one's *true* name, but an *artificial* construct, existing by force of law only. No authority of English grammar recognizes such a contrivance. The legal term, *in propria persona*, means "in one's own proper person." How can one do *anything* outside of "one's own proper person" unless there exists some other "person" by whom/which one could act? Using the juristic artifice known as "legal fiction," parties identified by their proper-noun name have been ascribed corrupted, **all-capital-letter** names. All legal pleadings, court records, and licenses use only names appearing in **all-capital letters**—i.e. "newborn" artificial persons existing in contemplation of or by force of law alone. See **legal fiction, proper, fictitious name, artificial, artificial person, idem sonans, informer.**

**ALLODIAL.** [< ML *allodial(is)*, equiv. to *allodi(um)*, ALLODIUM + *alis* -AL; see **allodium**] Free; not holden of any lord or superior; owned without obligation of vassalage or fealty; the opposite of feudal. Black's 1<sup>st</sup>. See Note, **allodium.** *Compare feudal.*

**ALLODIUM.** [< ML < OG *alod* (*all* ALL + -*od* patrimony, c., Icel. *oth-*, OE *eth-* in ethel. akin (by graduation) to *ath-* of ATHELING)] Land held absolutely in one's own right, and not of any lord or superior; land not subject to feudal duties or burdens. An estate held by absolute ownership, without recognizing any superior to whom any duty is due on account thereof. Black's 1<sup>st</sup>. See Note at **allodial.**



**APPEARANCE.** A coming into court as party to a suit, whether as plaintiff or defendant. The former proceeding by which a defendant submits himself to the jurisdiction of the court. Bouvier's 8<sup>th</sup>.

Note: There are two kinds of appearance: *general* and *special*. See **bail**.

**APPELLATION.** [*Appellāt o, ōnis, f. accosting; appeal; calling by name; name, title; pronunciation. Burt's Latin-English Dictionary, 1926.*] [a. Fr. *appellation* (13<sup>th</sup> c., ad. L. *appellation-em*, of action f. *appellāre* <to accost,\* address, call upon>...) I. Appealing, appeal [from O.Fr. *apeler*.] *Obs.* 1. The action of appealing to a higher court or authority against the decision of an inferior one; the appeal so made... b. Ground of appeal, title, claim. *Obs. Rare.* 2. *gen.* The action of appealing or calling on; entreaty, or earnest address. *Obs.* II. Calling, designation [from later Fr. *apeller*, or L. *appellāre*.] 3. The action of calling by a name; nomenclature. 4. A designation, name or title given: a. to a particular person or thing. b. to a class: A descriptive or connotative name." OED. 1. A name or title. 2. The act of naming or calling." F&W. Act of calling by a name;...a name or designation Webster's Collegiate Dictionary, Fifth Edition, 1947. *n.f.* appealing, calling, naming, **appellation.** Cassell's French-English and English-French Dictionary. See Note, Section entitled "The Con *Beneath the Con*" in "Maintaining Fiscal Integrity" in Part I of this manual.

\***ACCOST.** To speak to first; address; greet... Manner or act of addressing; greeting. F&W.

Note: The significance of this term in your quest for personal sovereignty cannot be exaggerated. **Appellation** may be construed as simply a name, but its true meaning is infinitely more profound. Its actual meaning is "that which is used by others for the purpose of gaining your attention"; how you then respond after receiving such greeting/address is the prerogative of a sovereign.

**ART.** [L *ars* skill, art] A principle put in practice and applied to some art, machine, manufacture, or composition of matter. Black's 1<sup>st</sup>.

**ARTIFICIAL.** Created by art, or by law; existing only by force of or in contemplation of law. Black's 1<sup>st</sup>. See Note.

Note: Names of persons appearing in all-capital letters are not written in English and exist only by force of or in contemplation of law. Persons so-named are **artificial** persons. See **juristic person, person, proper, all-capital-letters-written, idem sonans, fictitious name.**

**ARTIFICIAL PERSON.** See **artificial, person.**

**ASSIGNEE.** The person or business to whom a security interest in collateral is transferred. WSUG.

**ATTACHMENT.** A security interest attaches to collateral when it becomes enforceable against the debtor with respect to the collateral, unless an agreement expressly postpones the time of attachment. UCC 9-203(a). See Note.

Note: Depending on the type of collateral, a security interest attaches and becomes enforceable under different circumstances. See UCC 9-203 for details. Under

*Previous Article 9, which is still essentially in harmony with Revised Article 9, when the three basic prerequisites of a security interest exist, i.e. agreement, value, and collateral, the security agreement became enforceable between the parties and was said to "attach."*

**ATTORN.** v. Law [a. OF. *atorne-r, aturne-r, atourne-r* (whence law Latin *attornare*) to turn, turn to, assign, attribute, dispose, arrange, order, appoint, constitute, ordain, decree, f. *a* to + *tourner* to Turn. The analogical spelling is *a(t)turn*; but under the influence of Med.L. *attornare*, the late AF, became *attorner*, whence *attorn* passed into the Eng. law-books.] 1. *Trans.* To turn over to another; to assign, transfer (goods, tenants' service, allegiance, etc.) 2. To transfer oneself (i.e. one's homage and allegiance) from one lord to another; to yield allegiance, or do homage to, as lord. 3. *Mod. Law.* To agree formally to be the tenant of one into whose possession the estate has passed; to do some act which constitutes a legal acknowledgment of the new landlord." OED.

**ATTORNEY.** [a. OF. *atorne, aturne, atourne*, pa. pple. masc. of *atourner* to ATTORN, in sense of 'one appointed or one constituted,' whence all the specific uses. (The statement found in the law dictionaries for the last 200 years, that the word means 'one who acts in the turn of another' is a bad guess.) For spelling cf. ATTORN.] 1. One appointed or ordained to act for another; an agent, deputy, commissioner. In later times only *fig.* and perhaps with conscious reference to sense 2. *obs.* 2. (**Attorney** in fact, private **attorney**.) One duly appointed or constituted (by *Letter* or *Power of Attorney*) to act for another in business and legal matters, either *generally*, as in payment, receipt, and investment of money, in suing and being sued, etc., or in some specific act, which the principal, by reason of absence, is unable to perform in person. Hence the contrast in 'in person' and 'by attorney,' frequent also in *fig.* senses. 3. (**Attorney-at-Law, public attorney**) A professional and properly-qualified legal agent practicing in the courts of Common Law (as a *solicitor* practiced in the courts of Equity); one who conducted litigation in these courts, preparing the case for barristers or counsel, whose duty and privilege it is to plead and argue in open court. 4. *Transf.* An advocate, pleader, mediator. 5. Specific title of the law officer of various councils, etc., and the clerk of various courts. 6. *The King's Attorney.* (earlier) descriptive designation of the legal officer now called ATTORNEY-GENERAL. *Mr. Attorney*, the 'style' used in addressing (formerly also in speaking of) him. 7. *attrib.*, as in **attorney-cunning**, etc. OED. See "The Truth About Esquires" in Part I of this manual; also **attorney & client**.

**ATTORNEY & CLIENT.** His first duty is to the courts and the public, not to the **client**,<sup>55</sup> and wherever the duties to his **client** conflict with those he owes as an officer of the court in the administration of justice, the former must yield to the latter.<sup>56</sup> The office of **attorney** is indispensable to the administration of justice and is intimate and peculiar in its relation to, and vital to the well-being of, the court.<sup>57</sup> An **attorney** has a duty to aid the court in seeing that actions and proceedings in which he is engaged as counsel are conducted in a dignified and orderly manner, free from passion and personal animosities, and that all causes brought to an issue are tried and decided on their merits only<sup>58</sup>... **Duty not looked on lightly.** **Attorneys** as officers of court have duty to maintain respect due court which duty should exceed that imposed upon the public generally and which duty should not be looked upon lightly and cannot be shirked under the guise of representing interest of a party litigant.... **Arm of State.** As **attorney**, is an officer of the court and as such an officer and arm of the state (124 F. Supp. 257).... **Nature and duty of obligation.** One who is admitted to practice as **attorney** at law, both by virtue of his oath of office and customs and traditions of the legal profession, owes to the court the highest duty of fidelity (97 N.W. 2d

287; 255 Minn. 370 In re: Lord). Accepting employment entails duty to courts and faithful performance of services.... **Vital Public Interest.** The relation of **attorney and client** is affected by vital public interest.... **Letters Patent.** Right to practice law is a property right, existing by virtue of letters patent (168 A. 229; 114 N.J. Eq. 68).... 7 *Corpus Juris Secundum* 4 (1980). **Practicing Attorney.** Ability which is greater than that possessed by average citizen.... 7 *Corpus Juris Secundum* 29 (1980). Accepting employment entails duty to courts and faithful performance of services.... See Note.

<sup>55</sup> U.S.-U.S. v. Frank, D.C.N.J., 53 F. 2d 128, reversed on other grounds Loughlin v. U.S., 57 F. 2d 1080, and reversed on other ground Pearse v. U.S., 59 F. 2d 518-In re Kelly, D.C. Mont. 243 F. 696; Fla.-Petition of Florida State Bar Ass'n, 186 So. 280, 134 Fla. 851; Neb.-State ex rel. Nebraska State Bar Ass'n v. Jensen, 105 N.W. 2d 459, 171 Neb. 1, certiorari denied 81 S.Ct. 905, 365 U.S. 870, 5 L. ed. 2d 860; N.D.-State v. Stokes, 243 N.W. 2d 372; Wis.-Petition of Board of Law Examiners, Examination of 1928, 210 N.W. 710, 191 Wis. 359.

<sup>56</sup> Va.-Holt v. Com., 138 S.E. 2d 809, 205 Va., 332, reversed on other grounds 85 S. Ct 1375, 381 U.S. 131, 14 L. Ed 2d 290.

<sup>57</sup> La.-State v. Woodville, 108 So. 309, 161 La. 125

<sup>58</sup> Min.-Hoppe v. Klapperich, 28 N.W. 2d 780, 224 Minn. 224, 173 A.L.R. 622.

Note: By definition, the obligations and duties of **attorneys** are toward the court and the "public" (abstraction of the mind that favors government) *never the client*. **Clients** are fodder for the freedom-usurpation and wealth-confiscation activities of the court. **Attorneys** are there to ensure that the court is well stocked with paying customers. It is a rigged game, with **attorneys** enjoying many special privileges (such as having their fees enforced by judicial decree, even when they lose) in exchange for shepherding unwitting **client**-victims into court at the sacrificial judicial altar. **Clients** are also "wards of the court" and therefore "persons of unsound mind." See **client, wards of court.**

**ATTORNMENT.** *Law.* Forms: see ATTORN v. [a. OF. *atournement*, f. *atourner*: see ATTORN and -MENT.] 1. A turning over, transference, assignment. 2. *spec.* The transference of his homage and service by a tenant to a new feudal lord; hence, legal acknowledgment of the new landlord. OED.

**AUTHENTICATE.** "Authenticate" means to do either of the following: (A) To sign. (B) To execute or otherwise adopt a symbol, or encrypt or similarly process a record in whole or in part, with the present intent of the **authenticating** person to identify the person and adopt or accept a record. UCC 9-102(a)(7).

**AVER.** In pleading. To declare or assert; to set out distinctly and formally; to allege. Black's 1<sup>st</sup>.

**BAIL.** (Fr. *bailer*, to deliver). By **bail** is understood sureties, given according to law, to insure the appearance of a party in court. The persons who become surety are called **bail**. Sometimes the term is applied, with a want of exactness, to the security given by a defendant, in order to obtain a stay of execution, after judgment, in civil cases. Bail is either civil or criminal. Bouvier's 6<sup>th</sup>. One who becomes the surety for the appearance of the defendant in court. Bouvier's 8<sup>th</sup>. To deliver the defendant to persons who, in the manner

prescribed by law, become security for his appearance in court. Bouvier's 8<sup>th</sup>. *n.* Monetary amount for or condition of pretrial release from custody, normally set by a judge at the initial appearance. The purpose of **bail** is to ensure the appearance of the accused at subsequent proceedings. If the accused is unable to make **bail**, or otherwise unable to be released on his or her own recognizance, he or she is detained in custody. The Eighth Amendment (U.S. Const.) provides that excessive **bail** shall not be required. Black's 6<sup>th</sup>. The surety or sureties who procure the release of a person under arrest, by becoming responsible for his appearance at the time and place designated. Those persons who become sureties for the appearance of the defendant in court. Black's 6<sup>th</sup>. See Note.

Note: If a straw man/TRADE NAME/defendant cannot make/pay **bail** then the man/woman attached with that straw man/TRADE NAME/defendant *becomes* the **bail**. This is formal legal recognition/acknowledgment that this particular man/woman is the surety for the appearance of the dummy/straw man/TRADE NAME/defendant (artificial person) in court. See **dummy, surety, appearance**.

**BAILEE**. "**Bailee**" means the person who, by a warehouse receipt, bill of lading, or other document of title, acknowledges possession of goods and contracts to deliver them. UCC 7-102(1)(a).

**BAILMENT**. A delivery of something of a personal nature by one party to another, to be held according to the purpose or object of the delivery, and to be returned or delivered over when that purpose is accomplished. Bouvier's 8<sup>th</sup>.

Note: A cycle of **bailment** commences when a mother *delivers* a baby ("something of a personal nature") to the state by signing the birth certificate and registering and surrendering legal title to the biological property, *i.e.* the baby's body. See **dummy, surety, appearance**.

**BANK**. "**Bank**" means an organization that is engaged in the business of banking. The term includes savings banks, savings and loan associations, credit unions, and trust companies. UCC 9-102(a)(8). See **person**.

**BANK ACCEPTANCE**. Draft drawn on and accepted by **bank**. Bouvier's 8<sup>th</sup>.

**BANKER**. In general sense person that engages in business of **banking**. In narrower meaning, a private person who keeps a **bank**; one who is engaged in the business of **banking** without being incorporated. One who carries on the business of **banking** by receiving money on deposit with or without interest, by buying and selling bills of exchange, promissory notes, bonds or stock, or other securities, and by loaning money without being incorporated. Under some statutes, an individual **banker**, as distinguished from a "private banker" (*q.v.*), is a person who, having complied with the statutory requirements, has received authority from the state to engage in the business of **banking**, while a private **banker** is a person engaged in **banking** without having any special privileges or authority from the state. Black's 6<sup>th</sup>. See **private bank**.

**BANKER'S ACCEPTANCE**. ...A bill of exchange draft payable at maturity that is drawn by a creditor against his or her debtor. **Banker's acceptances** are short-term credit instruments most commonly used by persons or firms engaged in international trade. They are comparable to short-term government securities (for example, Treasury Bills) and may be sold on the open market at a discount. Black's 6<sup>th</sup>. A bill of exchange drawn on and

accepted by a commercial bank.... Black's 7<sup>th</sup>. See **bank, banker, private bank, House Joint Resolution 192 of June 5, 1933.**

**BANKER'S NOTE.** A commercial instrument resembling a bank-note in every particular except that it is given by a private **banker** or unincorporated banking institution. Black's 1<sup>st</sup>. See **banker, private bank.**

**BANKRUPTCY.** Popularly defined as insolvency, the inability of a debtor to pay his debts as they become due. Technically, however, it is the legal process under the Federal **Bankruptcy Act** by which assets of the debtor are liquidated as quickly as possible to pay off his creditors and to discharge the **bankrupt**, or free him of his debts, so he can start anew. In reorganization, on the other hand, liquidation may be avoided and the debtor may continue to function, pay his creditors, and carry on business. Barron's 3<sup>rd</sup>. "Mr. Speaker. We are now here in Chapter 11. Members of Congress are official trustees presiding over the greatest reorganization in world history, the U.S. Government.... It is an established fact that the United States Federal Government has been dissolved by the Emergency Banking Act, March 9, 1933, 48 Stat. 1, Public Law 89-719; declared by President Roosevelt, being **bankrupt** and insolvent. H.J.R. 192, 73<sup>rd</sup> Congress in session June 5, 1933 – Joint Resolution to Suspend the Gold Standard and Abrogate the Gold Clause dissolved the Sovereign Authority of the United States and the official capacities of all United States Governmental Offices, Officers, and Departments and is further evidence that the United States Federal Government exists today in name only...." *Congressional Record*, March 17, 1993, Vol. 33. See **Chapter 11 Reorganization.**

**BAR.** 1. A partition or railing running across a court-room, intending to separate the general public from the space occupied by the judges, counsel, jury, and others concerned in the trial of a cause....the whole body of attorneys and counselors, or the members of the legal profession, collectively, who are figuratively called the "bar." They are thus distinguished from the "bench," which term denotes the whole body of judges.... Black's 6<sup>th</sup>.

**BARRATRY.** In **maritime law.** An act committed by the master or mariners of a vessel, for some unlawful or fraudulent purpose, contrary to their duty to the owners, whereby the latter sustain injury. It may include negligence, if so gross as to evidence Fraud. In **criminal law.** Common **barratry** is the practice of exciting groundless judicial proceedings. Black's 1<sup>st</sup>. See Note.

Note: Both definitions apply equally in the courtroom: In the first, the "master" is the judge (in some jurisdictions judges are called "masters"), the "mariners" are the attorneys, the "vessel" is your TRADE NAME, the only rightful "owner" of the "vessel" is you, and the "injury" to you, the owner, is the loss of wealth or freedom. In the second, the judges and attorneys proceed against you without the requisite *claim* to do so, acting on behalf of fictitious entities, *i.e.* corporations/ governments.

Per Erie Railroad v Tompkins (1938) 304 U.S. 64-92, the bankruptcy of 1933 had placed everything under the 14th Amendment. Erie's ruling that there was "no more *general* federal common law" was open admission of anarchy/tyranny. Law and contracts fell under a private, colorable law merchant in colorable admiralty-maritime, the "*special* federal common law" (see **special**) of the Uniform Commercial Code. Issues are decided in *general* (see **general**) equity (conscience of the court), not *special* equity (explicit terms of express contracts). Adopting private commercial paper as money resulted in an "at law" mixture of public, maritime, bankruptcy,



equity, etc. in the same court. The judge moves between one and the other as the situation indicates, including shifting from equity into admiralty in order to impose criminal penalties in civil matters. This is why you must "post a bond"—something normally reserved for civil proceedings—on a misdemeanor traffic citation, a criminal proceeding (even though the matter is actually civil in nature). Arguing the Constitution is frivolous since one has long since consented with what is happening.

**BEARER.** "Bearer" means the person in possession of an instrument, document of title, or certificated security payable to bearer or indorsed in blank. UCC 1-201(5).

**BILL.** *Commercial transactions.* A written statement of the terms of a contract, or specification of the items of a contract or of a demand. Also, a general name for any item of indebtedness, whether receivable or payable... Black's 6<sup>th</sup>. Also, the creditor's written statement of his claim, specifying the items.... Black's 1<sup>st</sup>. **In Mercantile Law.** The creditor's written statement of his claim, specifying the items. It differs from an account stated in this, that a bill is the creditor's statement; an account stated is a statement that has been assented to by both parties. Bouvier's 8<sup>th</sup>.

**BILL OF EXCHANGE.** A written order from A. to B., directing B. to pay C. a certain sum of money therein named. A **bill of exchange** is an instrument, negotiable in form, by which one, who is called the "drawer," requests another, called the "drawee," to pay a specified sum of money. A **bill of exchange** is an order by one person, called the "drawer" or "maker," to another, called the "drawee" or "acceptor," to pay money to another, (who may be the drawer himself,) called the "payee," or his order, or to the bearer. If the payee, or a bearer, transfers the **bill** by indorsement, he then becomes the "indorser." Black's 1<sup>st</sup>. See Note, **payee**.

Note: It has recently been discovered that the IRS has its own bank account (semi-secret), called a "Treasury Tax and Loan Account," or TTL, in every banking/financial institution that deals in Federal Reserve Notes. It has also been verified that IRS levies are effected from the "Special Procedures Function Department (or Office)" via simple fax (**bill of exchange**) instructing the particular bank, savings & loan, credit union, brokerage house, etc., to debit the depositor's/taxpayer's account and credit the TTL.

**BILL OF LADING.** In common law. The written evidence for the contract and carriage and delivery of goods sent by sea for a certain freight. 1 H. Bl. 359. Black's 1<sup>st</sup>. See Note.

**BIRTH.** The act of being born or wholly brought into separate existence. Black's 1<sup>st</sup>. See Note, and Note at **birth record**.

Note: A man or a woman is "born"; **TRADE NAMES** are "*wholly brought into separate existence.*" Each event qualifies as a "birth." The **birth certificate** documents a muddled mixture of the two events that allows the system to both claim that it is "your" **birth certificate** yet also claim *to hold legal title of (not ownership of) the corporately colored TRADE NAME.*

**BIRTH CERTIFICATE.** A formal document which certifies as to the date and place of one's **birth** and a recitation of his or her parentage, as issued by an official in charge of such records. Furnishing of such is often required to prove one's age. Black's 6<sup>th</sup>. See Note, **birth, birth record, document of title, field warehouse receipt, bond.**

Note: A **birth certificate** is a negotiable document (see **document**), a registered security (see **securities**), pedigree chattel (see **chattel**) document that establishes the existence of the straw man (see **straw man**), a distinct artificial person (see **artificial person, person**) with a fictitious TRADE NAME (see **fictitious name**); document of title for a straw man; warehouse receipt (see **field warehouse receipt**) for your body; delivery receipt. For many years the designator, "U.S. DEPT. OF COMMERCE – BUREAU OF THE CENSUS," appeared on birth certificates. In America, the original **birth** document is generally created at county level (sometimes at city level) via **birth** documents from the hospital.

The source of the following information is *U.S. Vital Statistics System, Major Activities and Developments, 1950 – 95*; (published by U.S. Department of Health and Human Services). Beginning with the 1939 revision, the birth certificate became the Standard Certificate of Live Birth, and there have been 11 different subsequent issues of this document. The National Office of Vital Statistics had its beginnings in 1935 when the Division of Vital Statistics, then in the Bureau of the Census, was mandated to promote a cooperative system of vital statistics and vital records. From the earliest days of their existence, the American Bar Association and American Medical Association provided strong support for establishing offices to collect vital statistics. From page 47 of the book:

"From this time [1836] forward, the course of registration and vital statistics was to be recognized as basic to the development of public health organization and practice. Part of the motivation of the act was to improve vital records as legal documents 'for the security of property...'" (Underline emphasis added)

*Vital records* are legal documents for the security of your private property: your true name and TRADE NAME(S)—whatever name appears on the documents.

The source of the following information is the Model State Vital Statistics Act and Regulations, 1992 Revision (U.S. Department of Health and Human Services). *Live birth* is defined as follows:

"Live birth means the complete expulsion or extraction from its mother of a product of human conception, irrespective of the duration of the pregnancy, which after such expulsion or extraction, breathes or shows any other evidence of life, such as beating of the heart, pulsation of the umbilical cord, or definite movement of voluntary muscles, whether or not the umbilical cord has been cut or the placenta is attached. Heartbeats are to be distinguished from transient cardiac contractions; respirations are to be distinguished from fleeting respiratory efforts or gasps." (Underline emphasis added)

The National Office of Vital Statistics was established in the Public Health Service in 1946, with the head of the office reporting directly to the Surgeon General, a military commander. This means that collection, maintenance, and dissemination of all vital statistical information are in the hands of the military, as dictated over by the commander-in-chief.

Section 24 of the Act, "Copies from the System of Vital Statistics," contains this most revelatory passage:

"(a) The State Registrar [and other custodians of vital records authorized by the State Registrar to issue certified copies] shall, upon receipt of an application, issue a certified copy of a vital record in his or her custody or a part thereof to the registrant, his or her spouse, children, parents, or guardian, or their respective authorized representative. Others may be authorized to obtain certified copies when they demonstrate that the record is needed for the determination or protection of his or her personal or property right. The State Agency may adopt regulations to further define those who may obtain copies of vital records filed under this Act." Underline and bold emphasis added)

Per the Act, all State Registrars are merely *custodians* of property, and look after your personal property, *i.e.* the true name and TRADE NAME(S). You are the rightful owner of that property. The so-called "custodian" can be lawfully commanded by the rightful owner (you) *not to give out the property* to anyone else. Such an order would put a permanent roadblock in the path of any who would use the name to make money at any level of government. That property could not be touched by anyone other than the State Registrar and you—and you might even be able to demand surrender of custodianship of the property, and receive it. Note also that the Act uses the non-judicial (common law) term, "authorized representative," instead of a statutory term.

The American Association of Motor Vehicle Administrators, the American Bar Association, and the National Conference of Commissioners on Uniform State Laws received acknowledgment from the U.S. Department of Health and Human Services for their input in the revision of the Act. (End of data from Model State Vital Statistics Act and Regulations)

Per the definition of "birth" above, the document references both the newborn baby and the straw man/TRADE NAME. A certified **birth certificate** may usually be obtained at county/state level, depending on the state in question. Your **birth certificate** is one kind of security instrument in which your property is reposed. The first known evidence of government placing a dollar-value on people ("per head") is contained in the draft of proposed legislation (which is supposed to originate within the Legislative Branch at the House of Representatives) from President Abraham Lincoln on July 14, 1862, contained on page 3285 of Messages and Papers of the Presidents:

*"Fellow-Citizens of the Senate and House of representatives:*

"Herewith is a draft of a bill to compensate any State which may abolish slavery within its limits, the passage of which substantially as presented I respectfully and earnestly recommend.

"ABRAHAM LINCOLN.

*"Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That whenever the President of the United States shall be satisfied that any State shall have lawfully abolished slavery within and throughout such State, either immediately or gradually, it shall be the duty of the President, assisted by the Secretary of the Treasury, to prepare and deliver to such State an amount of 6 percent interest bearing-bonds of the United States equal to the aggregate value at \$ — per head of all the slaves within such State as*

reported by the census of the year 1860; the whole amount for any one State to be delivered at once if the abolishment be immediate, or in equal annual installments if it be gradual, interest to begin running on each bond at the time of its delivery and not before.

*“And be it further enacted, That if any State, having received any such bonds, shall at any time afterwards by law reintroduce or tolerate slavery within its limits contrary to the act of abolishment upon which such bonds shall have been received, said bonds received by said State shall at once be null and void, in whosever hands they may be, and such State shall refund to the United States all interest which may have been paid on such bonds.”* (Underline and bold emphasis added)

A man in Santa Barbara, California who obtained his original **birth** record/document from the Department of Commerce some years ago via a Freedom of Information Act request reported indorsements of 17 different foreign countries on the document. There may also be other types of **birth** documents used by the U.S. Government, and others, to obtain loans of credit.

**BIRTH RECORD.** Official statistical data concerning dates and places of persons' **birth**, as well as parentage, kept by local government officials. Black's 1<sup>st</sup>. See Note, **birth certificate**.

Note: Under “**birth certificate**” the definition references “*one's birth*,” and under “**birth record**” the definition references a “*persons' birth*.” “One” means flesh-and-blood man/woman; “person” means artificial entity/juristic person. See **individual**.

**BLANK.** See **blank indorsement, in blank**.

**BLANK INDORSEMENT.** The indorsement of a bill of exchange or promissory note, by merely writing the name of the indorser\*, without mentioning any person to whom the bill or note is to be paid; called “blank” because a blank or space is left over it for the name of the insertion of the indorsee\*\*, or of any subsequent holder. Otherwise called an indorsement “in blank.” Black's 1<sup>st</sup>.

\* **INDORSER.** He who indorses; *i.e.* being the payee or holder, writes his name on the back of a bill of exchange, *etc.* Black's 1<sup>st</sup>.

\*\* **INDORSEE.** The person to whom a bill of exchange, promissory note, bill of lading, *etc.* is assigned by indorsement, giving him a right to sue thereon. Black's 1<sup>st</sup>.

**BONA FIDE PURCHASER.** A “**bona fide purchaser**” is a purchaser for value in good faith and without notice of any adverse claim who takes delivery of a security in bearer form or of one in registered form issued to him or indorsed to him or in blank. UCC 8-302. One who has **purchased** property for value without any notice of any defects in the title of the seller. Black's 6<sup>th</sup>. “One who pays a valuable consideration, has no notice of outstanding rights of others and acts in good faith concerning the **purchase**.” Barron's 3<sup>rd</sup>. See Note.

Note: When you consummate the Redemption process you are a **bona fide purchaser** of your birth certificate and TRADE NAME.

**BOND.** A certificate or evidence of a debt on which the issuing company or governmental body promises to pay the bondholders a specified amount of interest for a specified length of time, and to repay the loan on the expiration date. A long term debt instrument that promises to pay the lender a series of periodic interest payments in addition to returning the principal at maturity. In every case a **bond** represents debt—its holder is a creditor of the

corporation and not a part owner as is the shareholder.... Black's 6<sup>th</sup>. See Note, **birth certificate, industrial bond**.

Note: The birth certificate is the **bond** instrument employed by the government to secure loans.

**BOOTY**. The capture of personal property by a public enemy on land, in contradistinction to prize, which is a capture of such property at sea. After **booty** has been in complete possession of the enemy for twenty-four hours, it becomes absolutely his, without any right of postliminy\* in favor of the original owner, particularly when it has passed *bona fide* into the hands of a neutral; ... The right to **booty** belongs to the sovereign; but sometimes the right of the sovereign, or of the public, is transferred to the soldiers, to encourage them.... Bouvier's 8<sup>th</sup>. See Note, **vice-admiralty courts, prize, prize law**.

\*(POSTLIMINY) **POSTLIMINIUM**. A fiction of the civil law, by which persons or things taken by the enemy were restored to their former status on coming again under the power of the nation to which they formerly belonged.... Bouvier's 8<sup>th</sup>.

Note: Literally and legally, property taken from you by the IRS or the courts is **booty**. IRS "soldiers" are "encouraged" to capture **booty** by offering them rights in the **booty** they capture. It is believed the agent on a particular case takes the taxpayer's first six payments, *in toto* (and a significant percentage of any lump-sum settlement proceeds). It is believed that one-third of the **booty** captured in a maritime vice-admiralty court (e.g. traffic court) by the judge ends up in the judge's personal retirement fund. This would also explain the dramatic increase in the application of "forfeiture laws" and "seizure laws" in America over the last decade.

**CAPACITY**. Legal **capacity** is the attribute of a person who can acquire new rights, or transfer rights, or assume duties according to the mere dictates of his own will, as manifested in juristic acts, without any restraint or hindrance arising from his *status* or legal condition. Ability; qualification; legal power or right. Applied in this sense to the attribute of persons (natural or artificial) growing out of their *status* or juristic condition, which enables them to perform civil acts; as **capacity** to hold lands, **capacity** to devise, etc. Black's 1<sup>st</sup>.

**CAPITAL (LETTER)**. *adj.* (of letters) of the large size used at the beginning of a sentence or as the first letter of a proper name." ACED.

Note: Names written in all-capital letters are artificially constructed names of artificial persons. See **all-capital letters-written, proper**.

**CASH PROCEEDS**. "Cash proceeds" means **proceeds** that are money, checks, deposit accounts, or the like. UCC 9-102(a)(9).

**CENSUS**. The official counting or enumeration of the people of a state or nation, with statistics of wealth, commerce, education, etc. **In Roman Law**. A numbering or enrollment of the people with a valuation of their fortunes. Black's 1<sup>st</sup>. See Note, **census regalis, tax, taxpayer**. See Note.

Note: The first definition (modern) above does not preclude the second (ancient). Please also note that the UCC filing offices operate in the *private* realm, and that

filings therein are not contingent upon the provision of identifying serial numbers, such as Social Security Account Numbers.

**CENSUS REGALIS.** The royal property (or revenue). Bouvier's 8<sup>th</sup>.

**CERTIFICATE.** A document in which a fact is formally attested. Black's 7<sup>th</sup>. A written assurance, or official representation, that some act has or has not been done, or some event occurred, or some legal formality complied with. Black's 1<sup>st</sup>.

**CERTIFICATE OF TITLE.** "Certificate of title" means a **certificate of title** with respect to which a statute provides for the security interest in question to be indicated on the certificate as a condition or result of the security interest's obtaining priority over the rights of a lien creditor with respect to the collateral. UCC 9-102(a)(10).

**CERTIFIED CHECK.** See **acceptance of draft**.

**CESTUI, CESTUY.** He. Used frequently in composition in law French phrases. Black's 1<sup>st</sup>.

**CESTUI QUE TRUST.** (set-ee [or ses-twee] kee [or k] trst). [Law French] One who possesses equitable rights in property and receives the rents, issues, and profits from it; BENEFICIARY... Black's 7<sup>th</sup>. He who has a right to a beneficial interest in and out of an estate the legal title to which is vested in another. The person who possesses the equitable right to property and receives the rents, issues, and profits thereof, the legal estate of which is vested in a trustee. Black's 1<sup>st</sup>. See **cestui, cestui que use**, Note.

Note: "**Cestui que trust**" is French for, literally, "he that trusts." This particular species of **trust** is known as a "constructive trust" and is constructed by operation of law (fiat<sup>55</sup>). Such a **trust** is really only the *appearance* of a **trust**, *i.e.* it only looks as if it is a **trust**, but has no creator/trustor/grantor/settlor, the flesh-and-blood party normally responsible for bringing a **trust** into existence. Per *Corpus Juris Secundum* every government is a **constructive trust**, concerning which, Black's 5<sup>th</sup> states: "A **trust** raised by construction of law, or arising by operation of law, as distinguished by an express **trust**... Constructive **trusts** do not arise by agreement or from intention, but by operation of law and [*and, not or*] fraud, active or constructive...."

The U.S. Government creates by operation of its "law," the colorable "**cestui que trust**" and is, as the creator, or "constructor," of the **trust**, the (non-flesh-and-blood) owner thereof. Every corporate entity, such as your straw-man TRADE NAME, has two diametrically opposite kinds of status concerning this **trust**. Every "citizen of the United States," is simultaneously a *co-trustee* and *co-beneficiary* by operation of law. As co-trustee, your straw man has duties and obligations, such as paying taxes, obeying laws, and obtaining a license for almost every normal activity of life. As co-beneficiary, your juristic-person straw man is has benefits, privileges, and opportunities, such as welfare, protection of the state, free delivery of mail, and use of the courts, *etc.*

In court the judge acts as executor/administrator of the trust, managing the estates of the people who function as "persons" through the all-capital-letters juristic TRADE

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<sup>55</sup> Fiat: [L. let it be done] A positive and authoritative command that something be done; an order or decree; authorization. F&W.



NAMES existing as fictitious entities under limited liability. Through a court proceeding, the judge decides which corporate debtor entity owes which other corporate creditor entity what money/specific performance, thereby *constructing* the terms of the constructive trust on the spot. The straw man is a non-living—and therefore “dead”—entity and, as a “citizen of the United States,” based on the 1933 U.S. bankruptcy, also “civilly dead in the law,” *i.e.* no standing in law/insolvent. Such persons are thereby completely foreclosed from accessing substance, law, and sovereignty, and can possess only government-granted, limited-liability privileges (*e.g.* a “driving privilege”).

**CESTUI QUE USE.** The person for whose use and benefit property is being held by another, who holds legal title to the property. Black's 7<sup>th</sup>. He for whose use and benefit lands and tenements are held by another. The *cestui que use* has the right to receive the profits and benefits of the estate, but the legal title and possession (as well as the duty of defending the same) reside in another. Black's 1<sup>st</sup>. See *cestui que trust*.

**CFR.** See Code of Federal Regulations.

**CHAPTER 11 REORGANIZATION.** In addition to voluntary and involuntary proceedings in which a debtor is adjudged bankrupt, under Chapter 11 a debtor is permitted to postpone all payments on debts so that he can reorganize his business. While other bankruptcy proceedings seek to have the debtor's assets sold and to have all the creditors paid to the extent possible, Chapter 11 seeks to give the debtor a breathing spell with the hope that his business will recover and all his creditors will be fully repaid. Barron's 3<sup>rd</sup>. “Mr. Speaker. We are now here in Chapter 11. Members of Congress are official trustees presiding over the greatest reorganization in world history, the U.S. Government.” James A. Traficant Jr., *Congressional Record*, March 17, 1993, Vol. 33. See Note, **bankruptcy**.

Note: The US Government, a/k/a “United States, Inc.,” a/k/a “Washington, DC,” is legally bankrupt and in Chapter 11 Reorganization. The Secretary of the Treasury is the receiver in bankruptcy (Reorganization Plan No. 26 (1950), 5 U.S.C.A. 903, Public Law 94-564, Legislative History, page 5967) and runs the corporation on behalf of the creditor, the Federal Reserve. See also **United States**.

**CHARGE.** [*< OF charg(i)e(r) < LL caricare to load a wagon*] *v.* To impose a burden, obligation, or lien; to create a claim against property; to claim, to demand; to instruct a jury on matters of law. *n.* In general. An incumbrance, lien, or burden; an obligation, or duty; a liability; an accusation. In contracts. An obligation, binding upon him who enters into it, which may be removed or taken away by a discharge. Black's 1<sup>st</sup>.

**CHARGE BACK.** The action of a bank in debiting or otherwise revoking a credit given to a customer's account, which credit usually has been given for a check deposited in the account. See Note, **charge-back**.

**CHARGE-BACK.** ... (a) A collecting bank has a security interest in an item and any accompanying documents or the proceeds of either: ... (2) In case of an item for which it has given credit available for withdrawal as of right, to the extent of the credit given, whether or not the credit is drawn upon or there is a right of \* \* \* **charge-back**. UCC 4-210(a)(2).

**CHATTEL.** An article of personal property; any species of property not amounting to a freehold or fee in land.... The term "**chattels**" is a more comprehensive one than "goods," as it includes animate as well as inanimate property. Black's 1<sup>st</sup>.

**CHATTEL MORTGAGE.** An absolute pledge, to become an absolute interest if not redeemed at a fixed time. Bouvier's 8<sup>th</sup>.

**CHATTEL PAPER.** "**Chattel paper**" means a record or records that evidence both a monetary obligation and a security interest in specific goods, a security interest in specific goods and software used in the goods, a security interest in specific goods and license of software used in the goods, a lease of specific goods, or a lease of specific goods and license of software used in the goods. In this paragraph "monetary obligation" means a monetary obligation secured by the goods or owed under a lease of the goods and includes a monetary obligation with respect to software used in the goods. The term does not include (i) charters or other contracts involving the use or hire of a vessel or (ii) records that evidence a right to payment arising out of the use of a credit or charge card or information contained on or for use with the card. If a transaction is evidenced by records that include an instrument or series of instruments, the group of records taken together constitutes chattel paper. UCC 9-102(a)(11).

**CITIZEN.** In American Law. One of the sovereign people. A constituent member of the sovereignty, synonymous with the people. Scott v. Sandford 19 How. (U.S.) 404, 15 L. Ed. 691. Bouvier's 8<sup>th</sup>. "**Citizens**" are members of a political community who, in their associated capacity, have established or submitted themselves to the dominion of a government for the promotion of their general welfare and the protection of their individual as well a collective rights. Black's 6<sup>th</sup>.

**CIVIL LAW.** That body of law which every particular nation, commonwealth, or city has established peculiarly for itself; more properly called "**municipal**" law, to distinguish it from the "**law of nature**," and from international law...The system of jurisprudence held and administered in the Roman Empire, particularly as set fort in the compilation of Justinian and his successors—comprising the Institutes, Code, Digest, and Novels, and collectively denominated the "*Corpus Juris Civilis*,"—as distinguished from the common law of England and canon law. Black's 6<sup>th</sup>. See **municipal, citizen. Compare common law.**

**CLAIM.** A challenge of property or ownership of a thing which is wrongfully withheld; to demand as one's own; to assert. A right or title. Black's 4<sup>th</sup>. See Note.

Note: A claim is a dispute over title, most fundamentally, concerning "who holds the legal title to your TRADE NAME." The holder of legal title to your TRADE NAME is the master and creditor; your straw man is the slave and debtor. We must reclaim and reunite right and title to our straw man in order to dissolve the bonds of indentured servitude. The "subject/citizen" is the straw man; you are the sovereign. Per the UCC, acquiring rights *evidences value*. You acquired rights to title of your straw man at the moment of his birth. See **value, droit-droit.**

**CLEARFIELD TRUST DOCTRINE.** Governments descend to the level of a mere private corporation, and take on the characteristics of a mere private citizen... Where private corporate commercial paper [Federal Reserve Notes] and securities [checks] is concerned... For purposes of suit, such corporations and individuals are regarded as

entities entirely separate from government. Clearfield Trust Co. v. United States, 318 U.S. 363-371 (1942).

**\*STARE DECISIS.** *n.* [Latin "to stand by things decided"] The doctrine of precedent, under which it is necessary for a court to follow earlier judicial decisions when the same points arise again in litigation. Black's 7<sup>th</sup>.

**CLIENT.** A client is one who applies to a lawyer or counselor for advice and direction in a question of law, or commits his cause to his management in presenting a claim or defending against a suit in a court of justice; one who retains the attorney, is responsible to him for his fees, and to whom the attorney is responsible for the management of the suit; one who communicates facts to an attorney expecting professional advice. **Clients** are also called "wards of the court" in regard to their relationship with their attorneys. *Corpus Juris Secundum*, 1980, Section 4. See Note, **attorney & client**.

Note: **Clients** are "wards of the court," *i.e.* "infants and persons of unsound mind." The Scarecrow/Straw Man in "The Wizard of Oz" was a "person of unsound mind." See **wards of court, Attorney & Client, Wizard of Oz, The**.

**CODE.** A system used for brevity or secrecy of communication, in which arbitrarily chosen words, letters, or symbols are assigned definite meanings. Webster's. A collection, compendium or revision of laws. A complete system of positive law, scientifically arranged and promulgated by legislative authority. Black's 4<sup>th</sup>. See Note.

Note: All "law" today is code, and as such must be deciphered/decoded.

**CODE OF FEDERAL REGULATIONS.** The annual of executive-agency regulations published in the daily **Federal Register**, combined with previously issued regulations that are still in effect. — Abbr. CFR. Black's 7<sup>th</sup>.

**CODE OF HAMMURABI.** The oldest known written legal code, produced in Mesopotamia during the rule of Hammurabi (who reigned from 1792 to 1750 B.C.). Black's 7<sup>th</sup>. (A king of Babylonia who expanded his kingdom into the first great Babylonian empire. He also established one of the earliest written collections of laws.)...Hammurabi based his code of laws on older collections of Sumerian and Akkadian laws, which he revised and expanded. One principle of the Code of Hammurabi is that "the strong shall not oppress the weak." The code begins with a *prologue* introduction celebrating Hammurabi's military victories. He promises to treat conquered peoples justly and says he honors their gods. The provisions of the code cover many legal matters, including false accusation. Witchcraft, military service, land and business regulations, family laws, tariffs, wages, trades, loans, and debts.... The World Book Encyclopedia, 2000.

**COLLATERAL.** "Collateral" means the property subject to a security interest or agricultural lien. The term includes all of the following: (A) Proceeds to which a security interest attaches. (B) Accounts, chattel paper, payment intangibles, and promissory notes that have been sold. (C) Goods that are the subject of a consignment. UCC 9-102(a)(12). Anything that is used to guarantee the payment of a loan or the fulfillment of some other obligation. WSUG. See Note.

Note: The property "subject to a security interest," the **collateral**, is your **TRADE NAME** and, by implication, your body, labor, and property. Your birth certificate is

chattel paper (a security). "Accounts" does not exclude Social Security Account Numbers (SSANs). The US government has a legal security interest in both your TRADE NAME and its SSAN.

**COLOR.** Semblance; disguise. **Color** is often used to designate the hiding of a set of facts behind a sham, taking advantage of the confidence but technically proper, legal theory or legal right. Barron's 3<sup>rd</sup>. See **color of law**.

**COLOR OF LAW.** The appearance or semblance, without the substance, of legal right. Misuse of power, possessed by virtue of state law and made possible only because wrongdoer is clothed with authority of state, is action taken under "**color of law**." Black's 5<sup>th</sup>.

**COLORABLE.** That which is in appearance only, and not in reality, what it purports to be, hence counterfeit, feigned, having the appearance of truth. Black's 5<sup>th</sup>. In the law of trademarks, this phrase denotes such a close or ingenious imitation as to be calculated to deceive ordinary persons. Black's 5<sup>th</sup>. See Note:

Note: **Colorable** = phony.

**COMMERCE.** [ $< MF < L commerc(ium)$ , equivalent to *commerc(ari)* (to) trade together (*com-* + *mercari*, derivative of *merc-*, singular of *merx* goods + *-ium* noun suffix)] The exchange of goods, productions, or property of any kind; the buying, selling, and exchanging of articles. The transportation of persons or property by land, water and air. The various agreements which have for their object facilitating the exchange of the products of the earth or the industry of man, with an intent to realize a profit. Black's 1<sup>st</sup>. An interchange of goods or commodities, esp. on a large scale between different countries (foreign **commerce**), or between different parts of the same country (domestic **commerce**); sexual intercourse. Webster's. **Commerce** is a term of the largest import. It comprehends intercourse for the purposes of trade in any and all its forms, including the transportation, purchase, sale and exchange of commodities between the citizens of our country or the citizens or subjects of other countries, and between the citizens of different states. The power to regulate it embraces all the instruments by which such **commerce** may be conducted. Black's 1<sup>st</sup>. The exchange of goods, productions, or property of any kind; the buying, selling, and exchanging of articles.... Intercourse by way of trade and traffic between different peoples or states...including not only the purchase, sale, and exchange of commodities, but also the instrumentalities and agencies by which it is promoted and the means and appliances by which it is carried on, and transportation of persons as well as of goods, both by land and sea.... Also interchange of ideas, sentiments, etc., as between man and man." Black's 5<sup>th</sup>. See Note, **Maxims of Commerce**.

Note: **Commerce** in everyday life is the vehicle or glue (bond, tissue) that holds, or binds, the corporate body politic (society as a whole) together. Per Title 27 United States Code, "USC," § 72.11, all crime is classified as commercial in nature (this is admiralty jurisdiction). See UCC definition of **defendant** in this *Glossary*, and the item entitled "Prisoners, Prisons, and Courts," as well as the above-mentioned 27 USC 72.11 under "Crime is Commerce" in *Appendix* for examples of this.

More specifically, **commerce** consists of a mode of interacting, doing business, resolving disputes, etc. whereby all matters are executed under oath, certified on each party's commercial liability by sworn affidavit, or what is intended to possess

the same effect, as true, correct, and complete, not misleading, the truth, the whole truth, and nothing but the truth. This affidavit format is usually required in written matters such as an IRS Form 1040, an application form for a Driver's License, Voter Registration, a Treasury Direct Account, a Notary's "Copy Certification by Document Custodian" form, and on nearly every single document upon which those in the System desire others to be bound/obligated. Such means of signing is a sworn oath, *i.e.* affidavit, executed under penalty of perjury "true, correct, and complete," whereas in a court setting, testimony (oral affidavit) is stated in judicial terms by being sworn to be "the truth, the whole truth, and nothing but the truth, so help me God." In addition to asserting all matters under solemn oath of personal, commercial, financial, and legal liability for the validity of each and every statement, the participant must provide material evidence, *i.e.* ledgering/bookkeeping, proving the truth, validity, relevance, and verifiability of each and every particular assertion to sustain credibility. In society, commerce comes before, and is more essential than, a legal system, and can exist independently of and function without need of legal systems. **Commercial Law**, the non-statutory variety as presented in maxims 1-10 under **Maxims of Commercial Law**, is the economic extension of natural law into man's social world, and is universal in nature. See **Maxims of Commercial Law**:

**COMMERCIAL LAW.** A phrase used to designate the whole body of substantive jurisprudence (*e.g.* Uniform Commercial Code, Truth in Lending Act) applicable to the rights, intercourse, of persons engaged in commerce, trade or mercantile pursuits. Black's 6<sup>th</sup>. See Note, Commerce, Maxims of Commercial Law.

Note: **Commercial Law** is the economic extension of natural law into man's social world and deals with the fundamental principles of human interaction concerning proof of claim (dispute over title) and resolution of disputes. The fundamental purpose of **Commercial Law** is "to maintain the commercial harmony, integrity, and continuity of society," sometimes also stated as "to maintain the peace and dignity of the State." Over the millennia these principles have been discovered through experience and distilled and codified into ten (10) fundamental maxims. There is no legal issue or dispute possible which is not a function of one or more of these principles. The ten maxims underlying commerce and all **Commercial Law**, including the UCC, are listed above under commerce. The UCC is a particular codification of **Commercial Law**, oriented towards the contemporary legal, financial, monetary, and banking systems. The entirety of world commerce now functions in accordance with the UCC-version of **Commercial Law**.

**COMMERCIAL TORT CLAIM.** "Commercial tort claim" means a claim arising in tort with respect to which either of the following conditions is satisfied: (A) The claimant is an organization. (B) The claimant is an individual and both of the following conditions are satisfied regarding the claim: (i) It arose in the course of the claimant's business or profession. (ii) It does not include damages arising out of personal injury to or the death of an individual. UCC 9-102(a)(13).

**COMMON LAW.** The common law is that which derives its force and authority from the universal consent and immemorial practice of the people. It has never received the sanction of the legislature, by an express act, which is the criterion by which it is distinguished from the statute law. It has never been reduced to writing; by this expression, however, it is not meant that all those laws are at present merely oral, or communicated from former ages to the present solely by word of mouth, but that the evidence of our

**common law** is contained in our books of Reports, and depends on the general practice and judicial adjudications of our courts. 2. The **common law** is derived from two sources, the **common law** of England, and the practice and decision of our own courts. In some states the English **common law** has been adopted by statute. There is no general rule to ascertain what part of the English **common law** is valid and binding. To run the line of distinction is a subject of embarrassment to courts, and the want of it a great perplexity to the student. It may, however, be observed generally, that it is binding where it has not been superseded by the constitution of the United States, or of the several states, or by their legislative enactments, or varied by custom, and where it is founded in reason and consonant to the genius and manners of the people. 3. The phrase "**common law**" occurs in the seventh article of the amendments of the constitution of the United States. In suits at **common law**, where the value in controversy shall not exceed twenty dollars says that article, "the right of trial by jury shall be preserved." The "**common law**" here mentioned is the **common law** of England, and not of any particular state. The term is used in contradistinction to equity, admiralty, and maritime law. 4. The **common law** of England is not in all respects to be taken as that of the United States, or of the several states; its general principles are adopted only so far as they are applicable to our situation. Bouvier's 6<sup>th</sup>. See Note.

Note: System of jurisprudence that originated in England and was later applied in United States and the several States, originally based on the procedures developed by free, sovereign, allodial landowners to resolve disputes over land, such as borders and ownership. After the Norman Conquest of 1066, "**common law**" came to be based on judicial precedent (court decisions) that was increasingly absorbed into the Crown. By such means, what is called "**common law**" in name became increasingly Roman civil law. True **common law** is completely independent of all governmental involvement. All governments are variants of Roman civil law, the law of kings, princes, and rulers. Nevertheless, **common law** remained based on transmitted, established principles rather than legislative enactment (statutes, statutory law, codes). Great care should be used concerning the precise manner in which the term, "**common law**," is defined, understood, and used. One should ascertain the implication of the words, e.g. "what law is common where and to what?" Traditionally, in the absence of statutory law regarding a particular subject, the judge-made rules of **common law** are the laws on that subject. Thus the traditional phrase "at law" refers to the state of the law in a particular field prior to the enactment of legislation in that field. *Compare statute, Roman Civil Law.*

**COMMUNICATE.** "**Communicate**" means to do any of the following: (A) To send a written or other tangible record. (B) To transmit a record by any means agreed upon by the persons sending and receiving the record. (C) In the case of transmission of a record to or by a filing office, to transmit a record by any means prescribed by filing-office rule. UCC 9-102(a)(18).

**COMPLAINT.** In civil practice. In those states having a Code of Civil Procedure, the **complaint** is the first or initiatory pleading on the part of the plaintiff in a civil action. It corresponds to the declaration in the common-law practice.... In criminal law. A charge, preferred before a magistrate having jurisdiction, that a person named (or an unknown person) has committed a specified offense, with an offer to prove the fact, to the end that a prosecution may be instituted. It is a technical term, descriptive of proceedings before a magistrate.... The **complaint** is an allegation, made before a proper magistrate, that a person has been guilty of a designated public offense.... Black's 1<sup>st</sup>.



Note: A private man cannot commit a public offense—only a public man (straw-man TRADE NAME) can commit a public offense.

**CONFERENCE OF GOVERNORS, MARCH 6, 1933.** See Note.

Note: Accommodation of the Federal Bankruptcy, whereby the **Governors** of the 48 several states of the Union pledged their faith and credit to the aid of the National Government, and thereafter formed numerous socialist programs such as the "Council of State Governments," Social Security Administration, *etc.*, purportedly to deal with the economic "Emergency." They operated under the "Declaration of Interdependence" of January 22, 1937 and published some of their activities in the "Book of the States," Vol. II, page 144. See "in this state."

**CONSTITUTOR.** In Civil Law. He who promised by a simple pact to pay the debt of another; and this is always a principal obligation. Inst. 4, 6, 9. Bouvier's 8<sup>th</sup>. In the civil law. One who, by a simple agreement, becomes responsible for the payment of another's debt. Black's 1<sup>st</sup>. [Latin an orderer, arranger] *Roman law*. A person who, by agreement, becomes responsible for the payment of another's debt. Black's 7<sup>th</sup>.

Note: When you sign a traffic ticket you become the **constitutor** for the debt created by the policeman (see **Senate Document 43, 73<sup>RD</sup> Congress 1<sup>ST</sup> Session** and **House Joint Resolution 192 of June 5, 1933** for clarification of why this is so). Money is brought into existence by borrowing. The cop creates the new money by issuing a charge in his name (he signs the ticket first). His intent is to transfer the debt to you as **constitutor**. If you adopt the role of "Authorized Representative" or "Agent" you incur no liability for signing—because you are not signing as a principal. Signing the ticket "By Order of: [NAME OF COP], JOHN HENRY DOE<sup>®</sup>, by *John Henry Doe*<sup>®</sup>, Auth. Rep" [or Agent]" leaves you without responsibility for payment/performance, as you are not a constitutor. See "How to Sign Your Signature Without Liability" on page 315 in Section 10, for further explanation

**CONSTRUCTIVE.** That which is established by the mind of the law in its act of **construing** facts, conduct, circumstances, or instruments; that which has not the character assigned to it in its own essential nature but acquires such character in consequence of the way in which it is regarded by a rule or policy of law; hence, inferred, implied, made out by legal interpretation;—the word "legal" being used sometimes in lieu of "constructive." Black's 4<sup>th</sup>. See Note.

Note: *Corpus Juris Secundum* defines a government as a "constructive trust." Black's 5<sup>th</sup> defines "constructive trust" as a mixture of "law and fraud." Today all "courts" are private commercial tribunals collecting from the "assets," *i.e.* every "citizen of the United States," in the Chapter 11 Reorganization in bankruptcy of the US. As such, every court today is a court of general equity wherein the judge can "pick and choose" from any body of law on earth in forming his decision, with the final basis of decision-making being the "conscience of the court" (meaning whatever the judge feels). All such courts are corporate contract courts, dealing with fictitious entities and contracts between them. The straw man of each disputant, or party to the controversy, is within the bankruptcy and the corporate US, which is a "public trust" under the 14<sup>th</sup> Amendment. Such an arrangement has only two parties: co-trustee and co-beneficiary. A public trust has no creator/trustor/grantor/settlor as with an express trust (which involves *three* parties, not *two*, as with a public trust). In

sifting, sorting, and selecting from the law and facts of a case, a judge forms a "constructive trust" in which the judge "constructs" the terms of the particular trust contract emerging out of the dispute. A "trustee" of a public trust has duties and obligations; a "beneficiary" receives or derives benefits from the trust. Every straw-man TRADE NAME today has duties as a co-trustee, along with privileges as a co-beneficiary, of the public trust. Consequently, in every court case today the judge is "constructing" the terms of the "constructive trust" to decide which straw man owes the other straw man what recompense/specific performance.

**CONSUMER GOODS.** "Consumer goods" means goods that are used or bought for use primarily for personal, family, or household purposes. UCC 9-102(a)(23). See Note.

Note: Per this definition, an automobile used primarily for personal, family, or household purposes qualifies as **consumer goods**.

**CONSUMER TRANSACTION.** "Consumer transaction" means a transaction in which (i) an individual incurs an obligation primarily for personal, family, or household purposes, (ii) a security interest secures the obligation, and (iii) the collateral is held or acquired primarily for personal, family, or household purposes. The term includes **consumer-goods transactions**. UCC 9-102(a)(26). "Assignments of commercial deposit accounts are governed by *Revised Article 9*, although assignments of deposit accounts in **consumer transactions** remain excluded, notes Penelope Christophorou of Cleary, Gottlieb, Steen & Hamilton in New York City. 'The definition of 'consumer transaction' in *Revised Article 9* does not include a monetary component,' she says, and as a result, 'Certain pledges of deposit accounts by high net-worth individuals in transactions entered into for personal, family, or household purposes would be excluded from *Revised Article 9*'s coverage, notwithstanding the size of the financing.'" William C. Smith, ABA (American Bar Association) Journal, August 2001, page 54. See Note.

Note: Assignment of deposit (checking, savings, passbook, time) accounts in **transactions** entered into primarily for personal, family, or household purposes are not addressed in *Revised Article 9*.

**CONTRACT.** An agreement between two or more persons which creates an obligation to do or not to do a particular thing. Its essentials are competent parties, subject matter, a legal consideration, mutuality of agreement, and mutuality of obligation. Black's 5<sup>th</sup>.

Note: All **contracts**, whether express or implied, are subject to the universal essentials of **contract law**, pertaining to the fundamentals of the interaction between the parties. These fundamentals are well codified in many places, e.g. the California Civil Code, Sections 1549 *et seq.*:

**§ 1549. Contract, what**

A contract is an agreement to do or not to do a certain thing.

**§ 1550. Essential elements of contract**

It is essential to the existence of a contract that there should be:

1. Parties capable of contracting;
2. Their consent;
3. Lawful object; and,
4. A sufficient cause or consideration.

**§ 1556. Who may contract**

All persons are capable of contracting, except minors, persons of unsound mind, and persons deprived of civil rights.

**§ 1565. Essentials of consent**

The consent of the parties to a contract must be:

1. Free;
2. Mutual; and,
3. Communicated by each to the other.

**§ 1567. An apparent consent is not real or free when obtained through:**

1. Duress;
2. Menace;
3. Fraud;
4. Undue influence; or
5. Mistake.

**§ 1598. When contract wholly void**

Where a contract has but a single object, and such object is unlawful, whether in whole or in part, or wholly impossible of performance, or so vaguely expressed as to be wholly unascertainable, the entire contract is void.

**§ 1608. Effect of its illegality**

If any part of single consideration for one or more objects, or of several considerations for a single object, is unlawful, the entire contract is void.

**§ 1620. Express contract, what**

An express contract is one, the terms of which are stated in words.

**§ 1621. Implied contract, what**

An implied contract is one, the existence and terms of which are manifested by conduct.

**§ 1441. Impossible or unlawful conditions void**

A condition in a contract, the fulfillment of which is impossible or unlawful, within the meaning of the article on the object of contracts, or which is repugnant to the nature of the interest created by the contract, is void.

**§ 1636. Contracts, how to be interpreted**

A contract must be so interpreted as to give effect to the mutual intention of the parties as it existed at the time of contracting, so far as the same is ascertainable and lawful.

**§ 1668. Certain contracts unlawful**

All contracts which have for their object, directly or indirectly, to exempt anyone from responsibility for his own fraud, or willful injury to the person or property of another, or violation of law, whether willful or negligent, are against the policy of the law.

**§ 1709. Fraudulent deceit**

One who willfully deceives another with intent to induce him to alter his position to his injury or risk, is liable for any damage which he thereby suffers.

**CONTRIBUTION.** Contracts. When two or more persons jointly owe a debt, and one is compelled to pay the whole of it, the others are bound to indemnify him for the payment of their shares; this indemnity is called a **contribution**. Bouvier's 6<sup>th</sup>. When one of several debtors pays a debt, the creditor is bound in conscience, if not by contract, to give to the party paying the debt all his remedies against the other debtors. Bouvier's 6<sup>th</sup>. A right to **contribution** exists in the case of debtors who owe a debt jointly which has been collected from one of them. Bouvier's 8<sup>th</sup>. The right that gives one of several persons who are liable on a common debt the ability to recover ratably from each of the others when that one person discharges the debt for the benefit of all..." Black's 7<sup>th</sup>. **War contribution.** Black's 7<sup>th</sup>. See **war contribution, Ponzi scheme, "The Curse of Co-Suretyship"** in Part I of this manual.

**CONVEY.** [ME *convey(en)* < AF *convie(r)* < VL *conviare*, equiv. to *con-* CON- + *-viare*, deriv. of *via way...*] to transfer, as property or title to property, from one person to another. American Heritage Dictionary.

**CORPORATION.** An artificial person or legal entity created by or under the authority or laws of a state. An association of persons created by statute as a legal entity. The law treats the **corporation** itself as a person that can sue and be sued. The **corporation** is distinct from the individuals who comprise it (shareholders). The **corporation** survives the death of its investors, as the shares can usually be transferred. Black's 6<sup>th</sup>. See **corporation aggregate, corporation sole, public corporation**.

**CORPORATION AGGREGATE.** A **corporation aggregate** is one composed of a number of individuals vested with **corporate** powers; and a "**corporation,**" as the word is used in general popular and legal speech and as defined at the head of this title, means "**corporation aggregate.**" Black's 6<sup>th</sup>. Compare **corporation sole**.

**CORPORATION SOLE.** A **corporation** consisting of one person only, and his successors in some particular station, who is **incorporated** by law in order to give his successors in office some legal capacities and advantages, particularly that of perpetuity, which in their natural persons they could not have had. In this sense the sovereign in England is a **sole corporation**, so is a bishop, so are some deans distinct from their several chapters, and so is every parson and vicar. A **corporation sole** consists of a single person, who is made a body **corporate** and politic, in order to give him some legal capacities and advantages and especially that of perpetuity; as a bishop, dean, *etc.* Black's 1<sup>st</sup>. Compare **corporation aggregate**.

**CORRUPTION.** An act done with an intent to give some advantage inconsistent with official duty and the rights of others. The act of an official or fiduciary person who unlawfully and wrongfully uses his station or character to procure some benefit for himself or for another person, contrary to duty and the rights of others." Black's 5<sup>th</sup>.

**CO-SURETIES.** Joint **sureties**; two or more **sureties** to the same obligation. Black's 4<sup>th</sup>. See **surety, suretyship**.

**CO-SURETY.** A **surety** who shares the cost of performing suretyship obligations with another. Black's 7<sup>th</sup>. See **surety, suretyship**.

**CO-SURETYSHIP.** See **suretyship**.

**COVIN.** A secret conspiracy or agreement between two or more persons to injure or defraud another. Black's 6<sup>th</sup>. A secret contrivance between two or more persons to defraud and prejudice another in his rights. Bouvier's 8<sup>th</sup>.

**COVINOUS.** Deceitful; fraudulent; having the nature of, or tainted by covin. Black's 6<sup>th</sup>."

**CREDIT.** The credit of an individual is the trust reposed in him by those who deal with him that he is of ability to meet his engagements; and he is trusted because through the tribunals of the country he may be made to pay.... Black's 1<sup>st</sup>. See Note.

Note: "**Credit**" means belief. It comes from the Latin word *credere*: believe, trust. It is also inextricably linked with one's name. If one examines the above abstract from Black's 1<sup>st</sup>, the inherent fraudulent nature of the current credit system is abundantly clear: The only reason "trust" is reposed in anyone by the folks at the Federal Reserve is because an individual "*can be made to pay*" via "*the tribunals of the country*," a type of transaction requiring no trust, with a built-in insurance policy for the con. Credit = belief = no substance = Federal Reserve Notes.

**CREDITOR.** "**Creditor**" includes a general creditor, a secured creditor, a lien creditor and any representative of creditors, including an assignee for the benefit of creditors, a trustee in bankruptcy, a receiver in equity and an executor or administrator of an insolvent debtor's or assignor's estate. UCC 1-201(12). See Note.

Note: Each type of "representative of creditor" listed above is, in itself, a precise description of Secretary of the Treasury, who is the official receiver in bankruptcy over the bankrupt US Government (Reorganization Plan No. 26 (1950), 5 U.S.C.A. 903, Public Law 94-564, Legislative History, page 5967). Such also describes the underlings of Secretary of the Treasury, one of whom is the Commissioner of Internal Revenue. In law (the most senior form of codified law on the planet is the UCC) there are only two kinds of people: Debtors and Creditors. The same is true in any statutory court. Judges and attorneys are also included in this definition. "**Creditor**," per the Internal Revenue Code, also means "employer." See Note at employer.

**DE FACTO.** In fact, in deed, actually. This phrase is used to characterize an officer, a government, a past action, or a state of affairs which must be accepted for all practical purposes, but is illegal or illegitimate. Thus, an office, position or status existing under a claim or color of right such as a *de facto* corporation. Black's 6<sup>th</sup>. Compare *de jure*. See Note, color, color of law.

Note: The US Government is a *de facto* corporation (bankrupt/insolvent).

**DE JURE.** [Law Latin "as a matter of law"] Existing by right or according to law. Black's 7<sup>th</sup>. Descriptive of a condition in which there has been total compliance with all requirements of law. Of right; legitimate; lawful; by right and just title. In this sense it is the contrary of *de facto*. Black's 6<sup>th</sup>. Compare *de facto*.

**DEBT.** Not defined in the UCC.

**DEBTOR.** "**Debtor**" means any of the following: (A) A person having an interest, other than a security interest or other lien, in the collateral, whether or not the person is an obligor. (B)

A seller of accounts, chattel paper, payment intangibles, or promissory notes. (C) A consignee. UCC 9-102(a)(28). A person or business that owes money or is otherwise obligated to another party. WSUG. See Note, **location of debtor**.

Note: Your straw man fits in (A) above. A **debtor** is as enslaved as he is obligated. The Federal Reserve issued credit to the United States government against the (all-capital-letters) **TRADE NAME** of your straw man shortly after the birth of the two of you (see **birth**), thus incurring the obligation to repay the credit (Federal Reserve Notes) that was loaned. However, since the straw man has no body and no means of repaying anything, the burden becomes yours as the physical recipient of all the "benefits" (transmitting-utility benefits) that have been bestowed upon you throughout your entire life in exchange for the government's use of your **TRADE NAME**. Your straw man's all-caps **TRADE NAME** is referenced above as "your" name *only* because it is a piece of property that you own (but legal title is held by government before Redemption). Your straw man's **TRADE NAME** is an artifice existing *only* by force of/in contemplation of law and *neither references you, nor identifies you*. Your "true name" (see **true name**), written in accordance with the rules of English grammar, more closely identifies you, but is still only another piece of property. See **appellation**.

**DEFAULT.** The omission or failure to fulfill a duty, observe a promise, discharge an obligation, or perform an agreement. In **practice**. Omission; neglect or failure. When a defendant in an action at law omits to plead within the time allowed him for that purpose, or fails to appear on the trial, he is said to make **default**, and the judgment entered in the former case is technically called a "judgment by **default**." Black's 1<sup>st</sup>. See **defaulter, defendant**.

**DEFAULTER.** One who makes **default**. One who misappropriates money held by him in an official or fiduciary character, or fails to account for such money. Black's 1<sup>st</sup>.

**DEFENDANT.** "**Defendant**" includes a person in the position of defendant in a cross-action or counterclaim. UCC 1-201(13). See **action, setoff**.

**DELIVERY.** With respect to instruments, documents of title, chattel paper or certificated securities means voluntary transfer of possession. UCC 1-201(14); a voluntary transfer of title or possession from one party to another; a legally recognized handing-over of one's possessory rights to another. Where actual **delivery** would be cumbersome or impossible, the courts will find a **constructive delivery** sufficient, provided the intention is clearly to transfer title. Barron's 3<sup>rd</sup>. See Note, **pledge**.

Note: Did your mother "voluntarily" "**deliver**" you into the warehouse district/county? Another **delivery** occurs when the US Government accepts the document of title (birth certificate) associated with the **TRADE NAME/sovereign newborn** is pledged/transferred by written indorsement, receiving in return a birth "certificate" (*i.e.* token)/warehouse receipt/field warehouse receipt as evidence of said **delivery/pledge/deposit/transfer**. The UCC authorizes your mother to do this as your representative at Section 3-402.

**DENIAL.** A traverse in the pleading of one party of an allegation of fact set up by the other; a defense.... Black's 4<sup>th</sup>. See **traverse, traverser**.



**DEPOSIT ACCOUNT.** "Deposit account" means a demand, time, savings, passbook, or similar account maintained with a bank. The term does not include investment property or accounts evidenced by an instrument. UCC 9-102(a)(29).

**DIGNITY.** In English law. An honor; a title, station, or distinction of honor. **Dignities** are a species of incorporeal hereditaments, in which a person may have a property or estate. Black's 1<sup>st</sup>. n. 1. The state of being noble; the state of being dignified. 2. An elevated title or position. 3. A person holding an elevated title; a dignitary. 4. A right to hold a title of nobility, which may be hereditary or for life. Black's 7<sup>th</sup>.

Note: An attorney's English title of nobility comes from his/her "dignity."

**DISCHARGE.** The opposite of **charge**; hence to release; liberate; annul; unburden; disincumber. *In the law of contracts.* To cancel or unloose the obligation of a contract; to make an agreement or contract null and inoperative. **Discharge** is a generic term; its principal species are rescission, release, accord and satisfaction, performance, judgment, composition, bankruptcy, merger... Black's 1<sup>st</sup>. To satisfy or dismiss the obligations of contract or debt; the method by which a legal duty is extinguished. BDLT, 1983. See Note.

Note: Because of the bankruptcy of the US Government, as memorialized in House Joint Resolution 192 of June 5, 1933 (HJR-192), it is no longer possible to pay off/extinguish debts. We used to be able to pay debts using specie (gold and silver coin), but that was declared against public policy in HJR-192. Now we can only "discharge" debts by passing debt paper (Federal Reserve Notes) as "legal tender."

**DISHONOR.** A term applied to the non-fulfillment of commercial engagements. To dishonor a bill of exchange or promissory note, is to refuse or neglect to pay it at maturity. Bouvier's 8<sup>th</sup>. In mercantile law and usage. To refuse or decline to accept a bill of exchange, or to refuse or neglect to pay a bill or note at maturity. A negotiable instrument is dishonored when it is either not paid or not accepted, according to its tenor\*, on presentment for that purpose, or without presentment, where that is excused. Civil Code Cal. § 3141. Black's 1<sup>st</sup>.

\* **TENOR.** By the tenor of an instrument signifies the true meaning of the matter therein contained. Cowell. Bouvier's 8<sup>th</sup>.

**DISPUTABLE PRESUMPTION.** A species of evidence that may be accepted and acted upon when there is no other evidence to uphold contention for which it stands; and when evidence is introduced supporting such contention, evidence takes place of presumption, and there is no necessity for indulging in any presumption. A rule of law to be laid down by the court, which shifts to the party against whom it operates the burden of evidence merely. Black's 6<sup>th</sup>. See Note, **rebuttable presumption, presumption, legal fiction.**

Note: Right to legal title of your straw man is a **disputable/rebuttable presumption** that was presumed by the US Government, and can be successfully **disputed/rebutted**. No one holds a higher claim re title of your TRADE NAME than you, because you comprise the sole source of its existence and have acted as surety for its misadventures since you attained the age of majority and became legally responsible for your own actions.

**DISTRICT OF COLUMBIA (D.C.).** A territory situated on the Potomac River, and being the seat of government of the United States. It was originally ten miles square, and was composed of portion of Maryland and Virginia ceded by those states to the United States; but in 1846 the tract coming from Virginia was retroceded. Legally it is neither a state nor a territory, but is made subject, by the constitution, to the exclusive jurisdiction of congress. Black's 1<sup>st</sup>. A portion of the country, originally ten miles square, which was ceded to the United States by the states of Virginia and Maryland, over which the national government has exclusive jurisdiction. Bouvier's 8<sup>th</sup>. See **United States**. See Note.

Note: A municipal corporation, incorporated February 21, 1871 (16 Stat. 419, Chap. LXII, 41<sup>st</sup> Congress, 3<sup>rd</sup> Session, "An Act to provide a Government for the District of Columbia"); Reorganized June 8, 1878 (20 Stat. 102, Chap 180, 45<sup>th</sup> Congress, 2<sup>nd</sup> Session, "An Act providing a permanent form of government for the District of Columbia").

**DOCUMENT.** "Document" means a document of title or a receipt of the type described in subdivision (2) of Section 7201. UCC 9-102(a)(30). See Note.

Note: A birth certificate is a **document** of title for a TRADE NAME. A "receipt of the kind described in subdivision (2) of Section 7-201" is a warehouse receipt. Therefore, a birth certificate—a **document** of title—is a warehouse receipt. See UCC 7-202.

**DOCUMENT OF TITLE.** "Document of title" includes bill of lading, dock warrant, dock receipt, warehouse receipt, or order for delivery of goods...evidencing that the person entitled under the **document**...has the right to receive, hold and dispose of the **document** and the goods it covers. UCC 1-201(15). See Note, **title**.

Note: A birth certificate qualifies as a **document of title** because it is both a warehouse receipt and a dock receipt.

**DRAFT.** An order in writing directing a person other than the maker to pay a specified sum to a named person...**Drafts** may or may not be negotiable instruments, depending on whether the elements of negotiability are satisfied. **Draft** is synonymous with bill of exchange. Barron's 3<sup>rd</sup>. "**Draft**" means a **draft** as defined in Section 3-104 or an item, other than an instrument\*, that is an order. UCC 4-104(7). An instrument is a "note" if it is a promise, and is a "**draft**" if it is an order. UCC 3-104(e). *Compare sight draft.*

\* **INSTRUMENT.** "Instrument" means a negotiable instrument. UCC 3-104(b).

**DRAWEE.** "Drawee" means a person ordered in a draft to make payment. UCC 3-103(2). One to whom a bill of exchange or a check directs a request to pay a certain sum of money specified therein. In the typical checking account situation, the bank is the drawee, the person writing the check is the maker or drawer, and the person to whom the check is written is the payee. Barron's 3<sup>rd</sup>. *Compare acceptor.* See Note.

**DRAWER.** "Drawer" means a person who signs or is identified in a draft as a person ordering payment. UCC 3-103(3). See Note.

Note: When you sign a check, you are the **drawer** and you are ordering your bank, the drawee, to pay a sum certain to the order of the payee.

**DROIT.** (drwah or droyt). [French "right"] 1. A legal right or claim. 2. The whole body of law. Black's 7<sup>th</sup>. See **droit-droit**.

**DROIT-DROIT.** (drwah-drwah), *n.* [Law French "double right"] *Hist.* The unification of the right of possession with the right of property. — Also termed *jus duplicatum*; *dreit dreit*. Black's 7<sup>th</sup>. See Note. Compare **absolute rights**.

Note: As with the *cestui que trust* this term also comes to us from Norman French attorneys. You have had the "right of possession" of your juristic, straw-man TRADE NAME your entire life, but you have been denied title (the name as property) because it is held in custody elsewhere (State Registrar). The process contained herein unites right of possession with right to hold your property (TRADE NAME).

**DULOCRACY.** (d[y]oo-lok-r-see), *n.* [fr. Greek *doulos* "servant" + *kratein* "to rule"] A government in which servants or slaves have so many privileges that they essentially rule. — Also spelled **doulocracy**. Black's 7<sup>th</sup>. Compare **mixed war**.

**DUMMY.** *n.* One who purchases property and holds legal title for another, usually to conceal the identity of the true owner; a straw man. *adj.* Sham; make-believe; pretended; imitation. Person who serves in place of another, or who serves until the proper person is named or available to take his place (e.g. **dummy** corporate officers; dummy owners of real estate). Black's 6<sup>th</sup>. See Note, **dummy corporation**.

Note: Your straw man is a **dummy** and "serves in the place of another": you. When the straw man's TRADE NAME is called in court and you answer up, you become the "proper person" and are "available to take his place," and do. This is how the switch takes place. See *in propria persona*.

**DUMMY CORPORATION.** Corporation formed for sham purposes and not for conduct of legitimate business; e.g. formed for sole reason of avoiding personal liability. Black's 6<sup>th</sup>. See Note.

Note: The United States government formed the **dummy corporation** identified as your TRADE NAME (with neither your mother's, nor your, knowledge/consent) for the purpose of making you personally liable for repayment of loans of credit from the Federal Reserve.

**E.G.** (L *exempli gratia*) for example. ACED.

**EID NUMBER.** See Note.

Note: "**EID Number**" is a unique numerical identifier bearing similarity with *Employer Identification Number*, "EIN," and *Social Security Account Number*, "SSAN." Just as IRS and state tax agencies denote the dash-less SSAN (e.g. 123456789) as the "Account Number" and "Case Number," we insert a single dash after the fourth digit and call it the **EID Number** (e.g. 1234-56789). Once you achieve standing as creditor over your straw-man-debtor TRADE NAME, you also acquire standing as "employer" because you, as creditor, are accorded the same standing as any other creditor. It is not unfeasible to consider your straw man's Social Security Account Number, with a single, repositioned dash, as a unique "**EID Number**" for you, the new "employer."

**EMPLOYEE.** For purposes of this chapter, the term "employee" includes an officer, employee, or elected official of the United States, a State, or any political subdivision thereof, or the District of Columbia, or any agency or instrumentality of any one or more of the foregoing. The term "employee" also includes an officer of a corporation. Internal Revenue Code, Sec. 3401(d) Subtitle C.

**EMPLOYER.** For purposes of this chapter, the term "employer" means the person for whom an individual performs or performed any service, of whatever nature, as the employee of such person, except that... (1) if the person for whom the individual performs or performed the services does not have control of the payment of the wages for such services, the term "employer" means the person having control of the payment of such wages...." Internal Revenue Code Sec. 3401(d) Subtitle C.

**EMPLOYER IDENTIFICATION NUMBER.** See **EID Number**.

**ENS LEGIS.** L. Lat. A creature of the law; an artificial being, as contrasted with a natural person. Applied to corporations, considered as deriving their existence entirely from the law. Black's 4<sup>th</sup>. See Note.

Note: This is a precise legal description of the all-capital letters-named, straw-man TRADE NAME.

**EQUITY.** [ME *equite*, t. L: m.s. *aequitas* equity, justice] Law. a. the application of the dictates of conscience or the principles of natural justice to the settlement of controversies. b. a system of jurisprudence or a body of doctrines and rules developed in England and followed in the United States, serving to supplement and remedy the limitations and the inflexibility of the common law.... ACED. most generally, "justice." Historically, "equity" developed as a separate body of law in England in reaction to the inability of the common law courts, in their strict adherence to writs and forms of action, to entertain or provide a remedy for every injury. The King therefore established the high court of chancery, the purpose of which was to administer justice according to principles of fairness in cases where the common law would give no or inadequate redress. Equity law, to a large extent, was formulated in maxims, such as "equity suffers not a right without a remedy," or "equity follows the law," meaning that equity will derive a means to achieve a lawful result when legal procedure is inadequate. Equity and law are no longer bifurcated<sup>56</sup> but are now merged in most jurisdictions, though equity jurisprudence and equitable doctrines are still independently viable. Barron's 3<sup>rd</sup>. See Note.

Note: This is a very nobly described and apparently altruistic form of law, and may have even been so at one time. Today, equity has much more insidious implications because it is founded entirely on the "conscience of the court," i.e. literally whatever the judge wants to do. See **admiralty law**, **vice-admiralty courts**, Note at **barratry**.

**ESCROW.** [ME < AF *escro(u)we* < OF *escro(u)e* scroll] A written instrument, such as a deed, temporarily deposited with a neutral third party, the escrow agent, by the agreement of two parties to a valid contract. The escrow agent will deliver the document to the benefited party when the conditions of the contract have been met. The depositor has no control over the instrument in escrow. In common law, escrow applied to the deposits of

<sup>56</sup> Bifurcated: [Latin: *bi-* BI- + *furca* fork] Divided into two branches.

instruments for conveyance of land, but now it applies to all instruments so deposited. Money or property so deposited is also loosely referred to as escrow. Barron's 3<sup>rd</sup>.

**ESQUIRE.** [ME *esquire*, *esquire*, *squire*, fr. MF *escuier*, *esquire* shield bearer, squire, fr. LL *scutarius*, fr. L *scutum* shield + *arius* -ary; akin to OHG *sceida* sheath] A member of the English gentry ranking immediately below a knight. Webster's Third New International Dictionary of the English Language Unabridged, 1976. A man belonging to the higher order of English gentry, ranking immediately below a knight.... Applied to various officers in the service of a king... In the U.S. the title belongs officially to lawyers... OED. Originally, a shield-bearer or armor-bearer, an attendant on a knight; in modern times, a title of dignity next in degree below knight and above gentleman. Webster's Revised Unabridged College Dictionary. In English law. A title of dignity next above gentleman, and below knight.... Black's 1<sup>st</sup>. See "The Truth About Esquires" in Part I (Section 2) of this Manual for a full exposé.

**ESTOP.** To stop, bar, or impede; to prevent; to preclude. Black's 1<sup>st</sup>.

**ESTOPPEL.** Party is prevented by his own acts from claiming a right to detriment of other party who was entitled to rely on such conduct and has acted accordingly. An estoppel arises when one is concluded and forbidden by law to speak against his own act or deed.... Estoppel is a bar or impediment which precludes allegation or denial of a certain fact or state of facts, in consequence of previous allegation or denial or conduct or admission, or in consequence of a final adjudication of the matter in a court of law. It operates to put party entitled to its benefits in same position as if thing represented were true.... Estoppel is or may be based on...actual or constructive fraudulent conduct, admissions or denials by which another is induced to act to his injury, agreement on and settlement of facts by force of entering into contract, concealment of facts. Black's 5<sup>th</sup>.

**ET SEQ.** An abbreviation for *et sequentia*, "and the following." Thus a reference to "p. 1, *et seq.*," means "page first and the following pages." Black's 1<sup>st</sup>.

**EX PARTE.** One side only; by or for one party; done for, in behalf of, or on the application of, one party only. Black's 1<sup>st</sup>.

**FAULT.** In the civil law. Negligence; want of care. An improper act or omission, injurious to another and transpiring through negligence, rashness, or ignorance. There are three degrees of faults,— the gross, the slight, and the very slight fault. The *gross fault* is that which proceeds from inexcusable negligence or ignorance; it is considered as nearly equal to fraud. The *slight fault* is that want of care which a prudent man usually takes of his business. The *very slight fault* is that which is excusable, and for which no responsibility is incurred. Black's 1<sup>st</sup>.

**FEDERAL.** Of or pertaining to, or founded upon and organized by a compact or act of union between separate sovereign states, as (1) by a league for common interest and defense as regards external relations, the internal sovereignty of each member remaining unimpaired, as the Hanseatic League or the German Confederation; or (2) by a permanent act of union founded on the consent of the people duly expressed, constituting a government supreme within the sphere of the powers granted to it by that act of union, as the United States of America. — The constitution of the United States of America is of a very different nature than that of the German Confederation. It is not merely a league of sovereign States for their common defence against external and internal violence, but a supreme *federal*

government or compositive State, acting not only upon the sovereign members of the Union, but directly upon all its citizens in their individual and corporate capacities. WHEATON *Elements International Law* § 52, p. 78 [L. B. & CO. '66] — From 1776 to 1789 the United States were a confederation; after 1789 it was a **federal** nation. A Standard Dictionary of the English Language, Funk & Wagnalls Company, 1903. See Note.

Note: Observe the last two entries above for what they reveal and confirm: (1) that it was acknowledged no later than 1866 (date of publication of *Elements International Law*) that people have both a private (“individual”) and corporate capacity. This is the essence of the difference between true name and TRADE NAME, flesh-and-blood man and straw man; and (2) the several States were nations/countries unto themselves—and referenced in the plural—between 1776 and 1789, but following the unanimous adoption of the Constitution (Rhode Island was last to adopt, May 20, 1790) they were unified into a single **federal** nation and spoken of in the singular.

**FEDERAL INSURANCE CONTRIBUTIONS ACT (F.I.C.A.)**. See “The Curse of Co-Suretyship” in Part I of this manual, **insurance, contribution, Ponzi scheme**.

**FEDERAL RESERVE NOTE**. The highest example of a commercial lien is a **Federal Reserve Note**, commonly found in commercial circulation, and is a commercial lien upon the labor and industry of all Americans by the International Banking System. The Fundamental Principles and Processes of Commercial Law, by Hartford VanDyke. See Note.

Note: The monetary unit for most of the world’s trade, **Federal Reserve Note**, “FRN,” is not defined in law dictionaries, though the former “United States Notes” are. FRNs are commercial, military\*, private, **Federal Reserve reinsurance\*\* scrip\*\*\***. They are permanently unfulfilled, irredeemable, evidence of debt. All FRNs are loaned/borrowed into existence. It is a closed system and, as in the board game, Monopoly™, bankruptcies are inevitable. Only the principal amount is loaned/borrowed into circulation. However, because interest payments must be tendered, the only source for these payments is the original principal amount, thereby making it mathematically impossible to ever pay off the total debt of principal plus interest. More FRNs must be borrowed into circulation in order to make interest payments and yet still be able to retire the principal amount of the original loan, thus pushing the borrower further into debt; a never-ending, ever-worsening cycle. **Federal Reserve notes** are “promises to pay,” as described above, but they are *corporate* promises to pay. There is no such thing as “personal income.” For a comprehensive technical treatment of the nature of **Federal Reserve notes** see “A Memorandum of Law” in *Appendix*. See **Monopoly™**.

\***MILITARY**. Pertaining to war or to the army; concerned with war. Black’s 6<sup>th</sup>. See Note.

Note: The Amendatory Act (March 9, 1933) to the Trading With the Enemy Act of October 6, 1917—namely the Emergency Banking Relief Act of March 9, 1933—defined the American people as the enemy, legally, of the United States Government because of the US bankruptcy, through which the private, international Federal Reserve System “became the Government” (creditor of United States). See



"Ramifications of the Bankruptcy – The Nature of Federal Reserve Notes" in *Appendix*.

**\*\*REINSURANCE.** sharing of risk among insurance companies. Part of the insurer's risk is assumed by the other companies in return for part of the premium fee paid by the insured. By spreading the risk, **reinsurance** allows an individual company to take on clients whose coverage would be too great a burden for one insurer to carry alone. Barron's Dictionary of Finance and Investment Terms, 1991. See Note.

Note: For a comprehensive treatment of how you have become the "reinsurer" of loans of FRNs, and a chapter of American History that is not taught in schools, see "Ramifications of the Bankruptcy – The Nature of Federal Reserve Notes" in *Appendix*.

**\*\*REINSURE.** To insure under a contract by which a first insurer relieves himself from a part or from all of the risk and devolves it upon another insurer. ACED. See Note.

Note: See "Ramifications of the Bankruptcy – The Nature of Federal Reserve Notes" in *Appendix*.

**\*\*\*SCRIP.** A certificate to be exchanged for goods, as at a company store. Webster's. See Note.

Note: "Company store" = any place using FRNs/in US jurisdiction.

**FEDERAL RULES OF CIVIL PROCEDURE.** The rules governing proceedings instituted in the U.S. District Courts. Black's 7<sup>th</sup>.

**FEDERAL ZONE.** See Note.

Note: The terms "in this state," "this state," and "State,"\* the two-capital-letter federal postal designation (CA, NY, TX, FL, etc.), and the five-digit ZIP (Zoning Improvement Plan) Code signify "United States" jurisdiction. See "in this state," **Senate Document No. 43, 73<sup>rd</sup> Congress, 1<sup>st</sup> Session, District of Columbia, United States**.

\* Per California Revenue & Taxation Code §§ 6017, 11205, 17018, and 23034.

**FEUDAL.** [*< OHG fehida; c. OE faeþth* enmity] Pertaining to feuds or fees; relating to or growing out of the feudal system or feudal law; having the quality of a feud, as distinguished from "allodial." Black's 1<sup>st</sup>. Compare **allodial**.

**FIAT.** [Latin "let it be done"] An order or decree, especially an arbitrary one. Black's 7<sup>th</sup>.

**FICTITIOUS NAME.** A counterfeit, feigned, or pretended name taken by a person, differing in some essential particular from his true name, (consisting of Christian name and patronymic\*), with the implication that it is meant to deceive or mislead. Black's 4<sup>th</sup>. See Note.

**\*PATRONYMIC.** Name of the house/father/family; surname.

Note: Opposite of a "true name." Your all-capital-letters, straw-man **TRADE NAME** is a **fictitious name** created by the bankrupt, corporate US Government at the time of your birth (see **birth**) and "wholly brought into separate existence" via the birth record/document. You have mistakenly believed that the **fictitious, all-capital-letters TRADE NAME** referenced/identified *you* when, in fact, it is only a piece of property (corporation; corporately colored) that is inextricably linked with you and your true name. The US Government presently holds legal title (original birth document) re the **fictitious name**, but title is easily recovered by your redemption of the document of title, *i.e.* the birth certificate. See **legal fiction, capital letter, all-capital letters-written, idem sonans, artificial person, proper.**

**FIELD\* WAREHOUSE RECEIPT.** Document issued by warehouseman evidencing receipt of goods which have been stored. Such may be used as collateral for loans. Black's 6<sup>th</sup>. See Note.

\* **FIELD.** *Mil.* a. A sphere of action or place of contest. b. A battleground. F&W.

Note: The term "field" is a military term signifying *battlefield*. The county recorder issues a **field warehouse receipt** "evidencing receipt of goods [newborn baby] which have been stored" [delivered] in the warehouse [county]. The birth certificate is a **field warehouse receipt** and, as such, may be used as "collateral for loans."

**FILE NUMBER.** "File number" means the number assigned to an initial financing statement pursuant to subdivision (a) of Section 9519. UCC 9-102(a)(36).

**FILING OFFICE.** "Filing office" means an office designated in Section 9501 as the place to file a financing statement. UCC 9-102(a)(37).

**FINANCING STATEMENT.** "Financing statement" means a record or records composed of an initial financing statement and any filed record relating to the initial financing statement. UCC 9-102(a)(39). A document filed with the UCC office, or in some cases the county auditor, that details the money and/or goods pledged by one party to guarantee the fulfillment of an obligation to another party. WSUG.

**FIXTURE FILING.** "Fixture filing" means the filing of a financing statement covering goods that are or are to become fixtures and satisfying subdivisions (a) and (b) of Section 9502. The term includes the filing of a financing statement covering goods of a transmitting utility which are or are to become fixtures. UCC 9-102(a)(40).

**FIXTURES.** "Fixtures" means goods that have become so related to particular real property that an interest in them arises under real property law. UCC 9-102(a)(41).

**FLAG, LAW OF.** In maritime law. The law of that nation or country whose flag is flown by a particular vessel. "A shipowner who sends his vessel into a foreign port gives notice by his flag to all who enter into contracts with the master that he intends the law of that flag to regulate such contracts, and that they must either submit to its operation or not contract with him." Black's 4<sup>th</sup>. See Note.

Note: The **law of flag** pertains to the legal and lawful import or use of a non-verbal, symbolic notice defining jurisdiction and applicable law. The significance in admiralty and maritime jurisdictions is stated above in quotes and identifies the current legal system in America. This aspect of **law** more closely approaches the true essence of the nature and significance of "names" than any other. In a courtroom the judge wants to recognize only your "all-capital letters" **flag** (*i.e.* your corporately colored, juristic, **TRADE-NAME flag**). See **trademark**.

**FRAUD.** An intentional perversion of truth for the purpose of inducing another in reliance upon it to part with some valuable thing belonging to him or to surrender a legal right. A false representation of a matter of fact, whether by words or by conduct, by false or misleading allegations, or by concealment of that which should have been disclosed, which deceives and is intended to deceive another so that the shall act upon it to his legal injury. Any kind of artifice employed by one person to deceive another....A generic term, embracing all multifarious means which human ingenuity can devise, and which are resorted to by one individual to get advantage over another by false suggestions or by suppression of truth, and includes all surprise, trick, cunning, dissembling, and any unfair way by which another is cheated. Black's 5<sup>th</sup>. **Fraud** vitiates every transaction and all contracts. Indeed, the principle is often stated, in broad and sweeping language, that **fraud** destroys the validity of everything into which it enters, and that it vitiates the most solemn contracts, documents, and even judgments. **Fraud**, as it is sometimes said, vitiates every act, which statement embodies a thoroughly sound doctrine when it is properly applied to the subject matter in controversy and to the parties thereto and in proper forum. 37 American Jurisprudence 2d, **Fraud**, § 8.

**FRCP.** See **Federal Rules of Civil Procedure**.

**GENERAL.** Pertaining to or designating the *genus* or class, as distinguished from that which characterizes the species, or individual. Universal, not particularized; as opposed to special. Principal or central; as opposed to local. Open or available to all; as opposed to select. Obtaining commonly, or recognized universally; as opposed to particular. Universal or unbounded; as opposed to limited. Comprehending the whole; as distinguished from anything applying to or designated for a portion only. Black's 1<sup>st</sup>. *Compare special*.

**GENERAL APPEARANCE.** An appearance for general purposes, which waives a party's ability later to dispute the court's personal jurisdiction. Black's 7<sup>th</sup>.

**GENERAL INTANGIBLES.** "**General intangibles**" means any personal property, including things in action, other than accounts, chattel paper, commercial tort claims, deposit accounts, documents, goods, instruments, investment property, letter-of-credit rights, letters of credit, money, and oil, gas, or other minerals before extraction. The term includes payment intangibles and software. UCC 9-102(a)(a)(42).

**GENTILE.** *adj.* of or pertaining to any people not Jewish. **ACED.** *n.* A person who is not Jewish, *esp.* a Christian.... Webster's. "The Torah outlawed the issue [offspring] of a **Gentile** as that of a beast.' (Mik. viii [Talmud] referring to Ezek. *l.c.*)." Jewish Encyclopedia (1901) Vol. 5, page 621. See Note, **goy, goyim, goods**.

Note: Per the Jewish Encyclopedia, and the Torah (first five Books of the Old Testament) by reference, **Gentiles**, *i.e.* non-Jews, are beasts.

**GOOD FAITH.** "Good faith" means honesty in fact and the observance of reasonable commercial standards of fair dealing. UCC 9-102(a)(43). See Note

Note: Good faith is sincere inner intent to be honest, truthful, and open in all aspects of a contract offered or being negotiated.

**GOODS.** "Goods" means all things that are movable when security interest attaches. The term includes ... (iii) the unborn young of animals, ... The term also includes a computer program embedded in goods and any supporting information provided in connection with a transaction relating to the program if (i) the program is associated with the goods in such a manner that it is customarily considered part of the goods, or (ii) by becoming the owner of the goods, a person acquires a right to use the program in connection with the goods. The term does not include a computer program embedded in goods that consist solely of the medium in which the program is embedded. The term also does not include accounts, chattel paper, commercial tort claims, deposit accounts, documents, general intangibles, instruments, investment property, letter-of-credit rights, letters of credit, money, or oil, gas, or other minerals before extraction. UCC 9-102(a)(44). A term of variable content and meaning.... All things ... which are movable at the time of identification to the contract for sale ... , investment securities, and things in action. Also includes the unborn young of animals.... Black's 6<sup>th</sup>. See Note.

Note: "all things which are movable" = newborn children; "at the time the security interest attaches" = birth, and execution/registration of the birth document/certificate; "identification to the contract" = newborn's footprints and informer's (mother's) signature; "contract" = birth certificate; "things in action" = human fetuses, newborn babies; "unborn young of animals" = human fetuses. According to STRONG'S, in goyim below, goyim = "animals." According to the Jewish Encyclopedia in Gentile above, a Gentile is a beast. See field warehouse receipt, identification of goods, Gentile, goyim.

**GOY.** *n. pl. goyim (goy'im), goys.* Often disparaging. a non-Jewish person; gentile. Also, goi. [*< Yiddish < Heb goi people, non-Jews*] Webster's. See goyim, Gentile.

**GOYIM.** "...a foreign nation; hence a Gentile; also (fig.) a troop of animals, or a flight of locusts:— Gentile, heathen, nation, people." THE NEW STRONG'S EXHAUSTIVE CONCORDANCE OF THE BIBLE (1995). See Note, goy, Gentile.

Note: Literally, goyim means "nation." It is also Jewish slang for "cattle" or "animals." Per Jewish thinking there are only two nations in the world: the Jewish nation and the Gentile (non-Jewish) nation, *i.e.* goyim. See Gentile, goods.

**GUARANTOR.** One who makes a guaranty or gives security for a debt. • While a surety's liability begins with that of the principal, a guarantor's liability does not begin until the principal debtor is in default. Black's 7<sup>th</sup>.

**GUARANTY.** A promise to answer for the payment of some debt, or the performance of some duty, in case of the failure of another who is liable in the first instance. Black's 7<sup>th</sup>.

**HOLD-HARMLESS AGREEMENT.** A contract in which one party agrees to indemnify the other. Black's 7<sup>th</sup>.

**HOLDER.** The holder of a bill of exchange, promissory note, check, or other commercial paper, is the person who has legally acquired possession of the same, by endorsement or delivery, and who is entitled to receive payment of the instrument. Person who is in possession of a document of title or an instrument or an investment security drawn, issued or endorsed to him or to his order, or to bearer or in blank. Black's 6<sup>th</sup>. With respect to a negotiable instrument, means the person in possession if the instrument is payable to bearer or, in the case of an instrument payable to an identified person, if the identified person is in possession. "Holder," with respect to a document of title means the person in possession if the goods are deliverable to bearer or to the order of the person in possession. UCC 1-201(20). See **holder in due course**.

**HOLDER IN DUE COURSE.** A person who in good faith has given value for a negotiable instrument that is complete and regular on its face, is not overdue, and, to the possessor's knowledge, has not been dishonored. Black's 7<sup>th</sup>. In commercial law, a holder of an instrument who took it for value, in good faith, and without notice of any claim or defense against it [UCC 3-302(1)], and who can enforce the instrument free from all claims and personal defenses [UCC 3-305]. A payee may be a **holder in due course**. A holder does not become a **holder in due course** of an instrument by purchase of it at a judicial sale or by taking it under legal process, or by acquiring it in taking over an estate, or by purchasing it as part of a bulk transaction not in regular course of business of the transferor. A purchaser of a limited interest can be a **holder in due course** only to the extent of the interest purchased. Black's 6<sup>th</sup>. Compare **bona fide purchaser**. See Note.

Note: A "holder" is not necessarily the **holder in due course**. Per the first definition above, you are the only one who can be the **holder in due course** of negotiable instruments bearing your straw man's TRADE NAME. In commercial law, the phrase "**holder in due course**" signifies the operation and standing of one with supreme and irrefutable claim on a negotiable instrument.

**HOUSE JOINT RESOLUTION 192 OF JUNE 5, 1933.** "...Resolved by the Senate and the House of Representatives of the United States of America in Congress assembled: That (a) every provision contained in or made with respect to any obligation which purports to give the obligee the right to require payment in gold or a particular kind of coin or currency, or in an amount in money of the United States measured thereby, is declared to be against public policy, and no such provision shall be contained in or made with respect to any obligation hereafter incurred. Every obligation heretofore or hereafter incurred, whether or not any such provision is contained therein or made with respect thereto, shall be discharged upon payment, dollar for dollar, in any such coin or currency, which at the time of payment is legal tender for public and private debts...." Public Law 73-10. See Note, and Note at **escrow**.

Note: As a result of **House Joint Resolution 192 of June 5, 1933 (HJR 192)**, a debt can no longer be "paid" because the only way lawful payment can be made—with gold/silver coin/currency—was made "illegal." Since the new "legal tender" consists solely of private Federal Reserve Notes (FRNs), which are private commercial scrip representing debt, transference of such scrip between users merely "discharges" the relative debt between them. No matter how much exchange of FRNs transpires between users, the debt incurred in the creation of those FRNs still exists, and interest is still owed. For the "privilege" of receiving FRNs (instead of United States Notes) in one's corporately colored TRADE NAME, one must pay a fine, as the surety of the TRADE NAME, called income tax, out of the supply of

FRNs at one's disposal, to the owners of the FRNs, the Federal Reserve Bank (FRB). The more FRNs one acquires—*i.e.* the more liability one accumulates—the more one is fined. Internal Revenue Service, unregistered foreign collection agency, private accountancy firm, and intelligence-gathering unit of the FRB, collects the fines.

How do FRNs come into existence? The sureties of the TRADE NAMES ("owners" of the birth certificates, *i.e.* American men and women) "borrow" credit via a pledge. How is the pledge actualized? By signing and promising to pay. Before the bankruptcy in 1933, money was backed by substance. After the Wizard (see **Wizard of Oz, The**) conned us out of our unalienable right to pay debts with gold (substance), and hence our sovereignty, there had to be something else to back the currency. The bankrupt US Government fabricated a juristic, mirror-image name from our true name (see **transmitting utility**), inscribed it on our birth certificate, used the birth certificate as a negotiable document of title (a security) for the newly created TRADE NAME and hypothecated our body, labor, and property (see **hypothecate**) with the Federal Reserve in exchange for credit, gave us transmitting-utility "benefits" in exchange for use of our property (the TRADE NAME), thereby hooking us into the cycle and obligating us, our labor, and our property as surety for the "loan"—all without our knowledge, and without our consent. In other words, the bankrupt federal government has hypothecated everything you own, including your labor, for credit (belief/air/FRNs) from the Federal Reserve. All wealth in the nation was nationalized ("legally" usurped) by the U.S. Government (see "Executive Order Outlawing Gold" in *Appendix*, and **Senate Document No. 43, 73<sup>rd</sup> Congress, 1<sup>st</sup> Session**), people, as sureties for the TRADE NAME, were converted into chattel property, and juristic-name STRAW MAN was "wholly brought into separate existence" on our birth certificate and other subsequent documents, such as the Social Security card. The political-industrial society was then set up to run strictly via TRADE NAMES. One can now enjoy the benefits of the American industrial society (buying and selling) only in the TRADE NAME of one's straw man. Before **HJR 192** money represented substance. Now "money" represents debt because it is issued as "credit." How does one obtain money now? By getting a "loan of credit" (belief/air) from the creditors in bankruptcy. How does one get such a loan? Simply by signing one's signature on a "promise to pay." The foundational instrument for all money—the endorsed document—is thereby created, and the FRB creditors issue the credit—purely an accounting procedure—against the pledged assets, *i.e.* you, your labor, and your property. The "lender" (FRB) has no stake and no risk in the process (see **promissory note** for exact text from the Federal Reserve publication).

Since the basis of all money-creation is the common signature and a "promise to pay," this very process can be employed for one's benefit when faced with a demand for payment/performance (called a "presentment"; see **presentment**), and is outlined in the Presentment Handling section in Part II of this manual.

If one carefully reads through the legalese above in **HJR 192**, one can see that no obligee (the one who is owed money) can "require payment...in...a particular kind of coin or currency..." The fact that debts can be discharged through the use of FRNs does not also authorize an obligee to *require payment* in FRNs (and likewise any other particular/specific currency). When an artificial person *requires* that you pay in FRNs, he is in violation of **HJR 192** and acting "against public policy."



**HUMAN BEING.** See **monster.** Ballentine's Law Dictionary, 1930.

**HYPOTHECATE.** ["*Hypotheca*' was a term of the Roman law, and denoted a pledge or mortgage.... " Black's 1st.] 1. To pledge to a creditor as security without delivering over; mortgage. 2. To put in pledge by delivery, as stocks given as security for a loan. ACED. To pledge something as security without turning over possession of it. **Hypothecation** creates a right in the creditor to have the thing pledged sold in order that the claim may be satisfied out of the sale proceeds. Barron's 3<sup>rd</sup>. To pledge a thing without delivering the possession of it to the pledgee. "The master, when abroad, and in the absence of the owner, may *hypothecate* the ship, freight, and cargo, to raise money requisite for the completion of the voyage...." Black's 1<sup>st</sup>. See Note.

Note: Your body, labor, and property have been "put in pledge," "mortgaged," **hypothecated** to the Federal Reserve creditors courtesy of the US Government borrowing credit (Federal Reserve Notes) against your birth certificate. Your body, labor, and property comprise the substance (collateral) that guarantees repayment of the loan. The TRADE NAME of the straw man is derived from the birth certificate, which has the name inscribed on it, and is used as the security instrument in the transaction.

**IDEM SONANS.** (Latin): Sounding the same or alike; having the same sound. A term applied to names which are substantially the same, though slightly varied in the spelling, as "Lawrence" and "Lawrance," and the like. Black's 1<sup>st</sup>. See Note.

Note: Your straw man's TRADE NAME (in all-capital letters) sounds exactly like your true name (initial letters only capitalized) when spoken. When written, however, the two names represent two entirely different entities: One is a legal construct, the name of an artificial person under whose TRADE NAME you conduct business; the other is your true name and references and identifies you, and expresses your standing as a sovereign. Both names constitute property, however, and may be copyrighted under the common law. See **fictitious name, all-capital letters-written, proper, artificial person.**

**IDENTIFICATION.** Proof of identity.... Black's 6<sup>th</sup>. See **identification of goods.**

**IDENTIFICATION OF GOODS.** "...goods to which the contract refers even though the goods so identified are non-conforming... Such identification can be made at any time and in any manner explicitly agreed to by the parties. U.C.C. § 2-501. Black's 6<sup>th</sup>. See Note.

Note: "**Goods**" = people; "contract" = birth certificate; "non-conforming" = the man or woman described on the original birth document/contract no longer conforms to the **identification** factors (foot prints, eye color, hair color, height, weight, etc.) described on the original birth document/contract; "**identification can be made at any time**" = **identification** can be made at birth and at any time subsequent thereto; "**in any manner explicitly agreed to by the parties**" = any way you can be persuaded to accept the accusation and **identify** yourself with the name on the birth certificate. The mother is the party who usually signs the birth document in the box designated "informer" or "informant." Per Black's, an informer "prefers an accusation" (a criminal matter). This is the seminal incident of being "accused" of having/owning/being associated with an all-capital letters name. You "own" the straw man's name, but it neither references nor identifies *you*; the name that more closely references and

identifies you is your true name. The U.S. Government holds the title of the TRADE NAME in the form of the original birth document until it is redeemed by you. See **goods, informer, information, accusation.**

**I.E.** An abbreviation for "*id est*," that is; that is to say. Black's 6<sup>th</sup>.

**IMPAIRING THE OBLIGATION OF CONTRACT.** A law which impairs the obligation of a contract is one which renders the contract in itself less valuable or less enforceable, whether by changing its terms and stipulations, its legal qualities and conditions, or by regulating the remedy for its enforcement. To "impair an obligation of a contract", within prohibition of Art. I, § 10, U.S. Const., is to weaken it, lessen its value, or make it worse in any respect or in any degree, and any law which changes the intention and legal effect of the parties, giving to one a greater and to the other a less interest or benefit, or which imposes conditions not included in the contract or dispenses with the performance of those included, **impairs the obligation of the contract.** A statute "impairs the obligation of a contract" when by its terms it nullifies or materially changes existing **contract obligations.** Black's 5<sup>th</sup>.

**IN BAR.** See bar.

**IN BLANK.** A term applied to the indorsement of a bill or note, where it consists merely of the indorser's name, without restriction to any particular indorsee.... Black's 1<sup>st</sup>. See **blank indorsement.**

**IN PERSONAM.** Lat: into or against the person. Barron's 3<sup>rd</sup>.

**IN PROPIA PERSONA.** In one's own proper person. Black's 1<sup>st</sup>. See **proper, dummy.**

**IN REM.** A technical term used to designate proceedings instituted *against the thing*, in contradistinction to personal actions, which are said to be *in personam*. Black's 1<sup>st</sup>.

Note: All IRS proceedings and actions are *in rem* under admiralty law, by definition a subset of the UCC (see UCC 1-103).

**"IN THIS STATE".** See Note, **Federal Zone; Senate Document No. 43, 73<sup>rd</sup> Congress, 1st Session; Conference of Governors, March 6, 1933.**

Note: Per California Revenue & Taxation Code §§ 6017, 11205, 17018, and 23034, the terms "in this state," "this state," and "State" are defined for tax jurisdiction purposes as "District of Columbia" (a/k/a "United States"). Accordingly, "California" is not included in "this state" within the above-cited sections of the California Revenue & Taxation Code. The federal postal designation "CA," however, is included in "this state."

**INDIRECT CONFESSION.** A confession that is inferred from the defendant's conduct. Black's 7<sup>th</sup>.

**INDIVIDUAL.** The term "individual" means a citizen of the United States..." 5 USC 552a(a)(2). See Note.

**INDORSEMENT.** "Indorsement" means a signature other than that as a signer as maker, drawer, or acceptor, that alone or accompanied by other words is made on an instrument for the purpose of (1) negotiating the instrument, (2) restricting payment of the instrument, or (3) incurring indorser's liability on the instrument, but regardless of the intent of the signer, a signature and its accompanying words is an **indorsement** unless the accompanying words, terms of the instrument, place of the signature, or other circumstances unambiguously indicate that the signature was made for a purpose other than **indorsement**. For the purpose of determining whether a signature is made on an instrument, a paper affixed to the instrument is a part of the instrument. UCC 3-204(a). The act of a payee, drawee, accommodation **indorser**, or holder of a bill, note, check, or other negotiable instrument, in writing his name upon the back of the same, with or without qualifying words, whereby the property in the same is assigned and transferred to another. Black's 1<sup>st</sup>.

**INDORSER.** "Indorser" means a person who makes an indorsement. UCC 3-204(b). He who **indorses**; *i.e.* being the payee or holder, writes his name on the back of a bill of exchange, *etc.* Black's 1<sup>st</sup>.

**INDORSEE.** The person to whom a bill of exchange, promissory note, bill of lading, *etc.* is assigned by **indorsement**, giving him a right to sue thereon. Black's 1<sup>st</sup>.

**INFORMANT.** See **informer**.

**INFORMATION.** In practice. An accusation exhibited against a person for a criminal offense, without an indictment. An accusation in the nature of an indictment, from which it differs only in being presented by a competent public officer on his oath of office, instead of a grand jury on their oath.... In French Law. The act or instrument which contains the depositions of witnesses against the accused. Black's 1<sup>st</sup>. See Note.

Note: The birth certificate fulfills all above definitions of an **information**.

**INFORMER.** A person who **informs** or prefers\* an accusation against another, whom he suspects of the violation of some penal statute.... Black's 1<sup>st</sup>. See Note.

\***PREFER.** To bring before; to prosecute; to try; to proceed with. Thus, preferring an indictment signifies prosecuting or trying an indictment.... Black's 6<sup>th</sup>.

Note: Flesh-and-blood men and women are ruled neither by penal statutes nor any other kind of statute—unless they are acting as surety for the **TRADE NAME**, in which case they are held accountable exactly as it would be. Statutes obtain only in the case of artificial persons, such as corporations and corporately colored entities like the **TRADE NAME**. On some birth certificates the signatory is listed as "**Informer**" or "**Informant**," a term that carries criminal implications. Legally, a newborn is an undocumented enemy of the state, a public enemy, according to the Amendatory Act (March 9, 1933) to the Trading With the Enemy Act of October 6, 1917. Any such **informer** (usually the mother) is "**informing**" on—*i.e.* lodging a formal complaint/accusation by deposition and identification of—the baby. If an all-capital letters **TRADE NAME** appears on the document, the **informer** may also "prefer an accusation" that the name, as inscribed, is attached with the infant associated therewith. This can serve as the basis for any subsequent insistence that

the all-capital-letters TRADE NAME directly concerns you, the flesh-and-blood man/woman. See **information, birth, accusation**.

**INSTRUMENT.** "Instrument" means a negotiable instrument or any other writing that evidences the right to the payment of a monetary obligation, is not itself a security agreement or lease, and is of a type that in ordinary course of business is transferred by delivery with any necessary indorsement or assignment. The term does not include (i) investment property, (ii) letters of credit, or (iii) writings that evidence a right to payment arising out of the use of a credit or charge card or information contained on or for use with the card. UCC 9-102(a)(47). An instrument is a "note" if it is a promise and is a "draft" if it is an order. If an instrument falls within the definition of both "note" and "draft," a person entitled to enforce the instrument may treat it as either. UCC 3-104(e). "Instrument" means a negotiable instrument. UCC 3-104(b).

**INSURANCE.** *n.* 1. An agreement by which one party (the *insurer*) commits to do something of value for another party (the *insured*) upon the occurrence of some specified contingency; esp. an agreement by which one party assumes a risk faced by another party in return for a premium payment. 2. The amount for which something or someone is covered by such an agreement. Black's 7<sup>th</sup>. A contract whereby, for an agreed premium, one party undertakes to compensate the other for loss on a specified subject by specified perils. Bouvier's 8<sup>th</sup>. See Note.

Note: "F.I.C.A." (Federal Insurance Contributions Act), *i.e.* Social Security payroll tax, is not an insurance policy in the name of the party paying the premiums. See "The Curse of Co-Suretyship" in Section 3 of Part I of this manual.

**INTER ALIA.** Lat.: among other things... Barron's 3<sup>rd</sup>.

**INTERNAL REVENUE SERVICE (IRS).** "U.S.C., title 26, sec. 1164. (62) Puerto Rico special fund (Internal Revenue)." 73<sup>rd</sup> Congress, Session II, Chapter 756, June 26, 1934, *Congressional Record*, page 1234. "The United States of America, through undersigned counsel, hereby responds to the numbered paragraphs of plaintiff's complaint as follows: ... 4. Denies that the Internal Revenue Service is an agency of the United States Government..." UNITED STATES' ANSWER AND CLAIM, November 18, 1993, BETTY H. RICHARDSON, United States Attorney, Diversified Metal Products, Inc. v. T-Bow Company Trust, Internal Revenue Service, and Steve Morgan. See Note.

Note: As revealed above, IRS is domiciled in Puerto Rico under Secretary of the Treasury of Puerto Rico, a/k/a/ Secretary of the Treasury. IRS officers, agents, and employees are unregistered foreign agents, conducting business in America in violation of the Foreign Agents Registration Act of 1938. Per signed brief (referenced above) from the United States Attorney, IRS is not an agency of the U.S. Government.

**INVESTMENT PROPERTY.** "Investment property" means a security, whether certificated or uncertificated, security entitlement, securities account, commodity contract, or commodity account. UCC 9-104(49).

**INVOLUNTARY SURETYSHIP.** See **suretyship**.

**JURAT.** [fr. Latin *jurare* "to swear"] A certification added to an affidavit or deposition stating when and before what authority the affidavit or deposition was made. • A jurat typically says "subscribed and sworn to before me this \_\_\_\_ day of [month], [year]"... Black's 7<sup>th</sup>.

**JURISTIC.** *adj.* ...Of or relating to law <a corporation is a typical example of a **juristic person**>. Black's 7<sup>th</sup>. Pertaining or belonging to, or characteristic of, jurisprudence, or a **jurist**, or the legal profession. Black's 4<sup>th</sup>. See Note, **juristic person**.

Note. Your corporation-of-one, artificial-person straw man has a **juristic TRADE NAME** and pertains and belongs strictly to jurisprudence and is a **juristic person**.

**JURISTIC PERSON.** See Note.

Note: Black's 7<sup>th</sup> mentions **juristic person** under the definition of "artificial person," which is defined under "person":

**PERSON.** ...An entity (such as a corporation) having the rights and duties of a human being.... Black's 7<sup>th</sup>..

**ARTIFICIAL PERSON.** An entity, such as a corporation, created by law and given certain legal rights and duties of a human being; a being, real or imaginary, who for the purpose of legal reasoning is treated more or less as a human being. — Also termed **fictitious person**; **juristic person**; **legal person**... Black's 7<sup>th</sup>.

Note: The legal definition of "human being" is conveniently missing from the law dictionary containing the above definitions. The difference between a human being and an **artificial person** has been so blurred—*intentionally and legally*—by those who enrich themselves at your expense via the legal system, that the two terms are so overlapped they are essentially indistinguishable. Treating people as numbers, corporations, *etc.* is the order of the day for governments, and the virulent hatred of mankind espoused by those who dominate the world has been legally justified through such specious subterfuge as the above "definitions." See **monster**.

**JUSTICIABLE.** Proper to being examined in courts of justice. Subject to action of court of justice. Black's 4<sup>th</sup>. See Note:

Note: Matters strictly in the realm of common law and the UCC are not **justiciable** matters; they are pre-judicial, non-judicial matters of private, consensual contract.

**KANGAROO COURT.** A sham legal proceeding in which a person's rights are totally disregarded and in which the result is a foregone conclusion because of the bias of the court or other tribunal. Black's 5<sup>th</sup>.

"**KOL NIDRE**" (כל נדר). "...the opening prayer recited on the eve of Yom Kippur\*, containing a declaration of the annulment of personal vows and oaths." AHD. "All vows, obligations, oaths, and anathemas\*\*, whether called 'konam,' 'konas,' or by any other name, which we may vow, or swear, or pledge, or whereby we may be bound, from this Day of Atonement until the next (whose happy coming we await), we do repent. May they be deemed absolved, forgiven, annulled and void, and made of no effect; they shall not bind us nor have power over us. The vows shall not be reckoned vows; the obligations shall not be

obligatory; nor the oaths be oaths." Jewish Encyclopedia (1901), Vol. V, page 539. See Note.

\***YOM KIPPUR.** The Jewish Day of Atonement, a holiday marked by prayer and fasting, celebrated in late September or in October. The Doubleday Dictionary (1975).

\*\***ANATHEMA.** A formal ecclesiastical ban or curse; also, any curse. Funk & Wagnalls New College Standard Dictionary (1947).

Note: "**Kol Nidre**" is Hebrew for "all vows." Per the Jewish Encyclopedia, any Jew invoking the prayer of "**Kol Nidre**" forswears all oaths, vows, obligations, *etc.* that *will be taken in the coming year*, thereby absolving himself in advance for dishonoring his sworn oath/word. Children have a similar ritual for playing games wherein a child will cross his fingers and then hide his hand behind his back before giving his word/promising something. When confronted about the truth of his sworn statement, the child reveals that he had his fingers crossed and therefore was under no obligation to tell the truth at the time the oath/vow was given. Potentially extremely dangerous consequences are afoot when dealing with someone who has taken the prayer of "**Kol Nidre**"—such as in a courtroom when one is dealing with judges, prosecutors, plaintiffs, and attorneys, as well as in any other honor-contingent, trust-dependent situation—because such devotees essentially have a self-issued license for lying, bearing false witness, and ignoring obligations; thus, the door is wide open for duplicity, deceit, and betrayal. However, adherents of this practice are nevertheless dependent upon its general unknownness for profiting from its application. Masons, also known to inhabit courtrooms, have a similar dishonor of oaths (by the same name) that is called into action for assisting and protecting fellow Masons in legal matters (Masonic Handbook, page 183). Re the Jewish Day of Atonement, Yom Kippur: as revealed in a comparative article on Islam, Christianity, and Judaism appearing in the September 24, 2001 edition of the Los Angeles Times entitled "Articles of the Faiths," Jews make amends and ask forgiveness (for the purpose of restoring relations) *only with other Jews, i.e.* "by being reconciled with each other, Jews are reconciled with God."

**LAW MERCHANT.** A system of customary law that developed in Europe during the Middle Ages and regulated the dealings of mariners and merchants in all the commercial countries of the world until the 17<sup>th</sup> century. Many of the law merchant's principles came to be incorporated into the common law, which in turn formed the basis of the Uniform Commercial Code. — Also termed *commercial law*; *lex mercatoria*. Black's 7<sup>th</sup>.

**LAW OF NATIONS.** A system of rules and principles established among nations, and intended for the regulation of their mutual intercourse; otherwise called "**international law**." Black's 1<sup>st</sup>.

**LAW OF NATURE.** See natural law.

**LAW OF THE FLAG.** See flag, law of.

**LAW OF THE LAND.** Due process of law. Black's 1<sup>st</sup>.

**LEGAL FICTION.** Something assumed\* in law to be fact irrespective of the truth or accuracy of that assumption. Example: the *legal fiction* that a day has no fractions — *Fields V.*



*Fairbanks North Star Borough*, 818 P.2d 658(1991). Merriam-Webster's Dictionary of Law, 1996. *n.* A presumption of fact assumed by a court for convenience, consistency or to achieve justice. There is an old adage: ~Fictions arise from the law, and not law from fictions. The Real Life Dictionary of the Law. A **legal fiction** is an assumption\*\* that something that is (or may be) false or nonexistent is true or real. **Legal fictions** are assumed or invented to help do justice. For example, bringing a lawsuit to throw a nonexistent "John Doe" off your property used to be the only way to establish a clear right to the property when legal title was uncertain. Oran's Dictionary of the Law. See Note.

**\*ASSUME.** 1. To take up or take responsibility for; to receive; to undertake. See assumption. 2. To pretend. 3. To accept without proof. Oran's Dictionary of the Law.

**\*\*ASSUMPTION.** Formally transforming someone else's debt into your own debt. Compare with guaranty. The assumption of a mortgage usually involves taking over the seller's "mortgage debt" when buying a property (often a house). Oran's Dictionary of the Law.

Note: Per the dictionary, a **fiction** is something created by the imagination. In the field of law, judges have used their imagination to develop an artifice that allows them to call the truth a lie, and a lie the truth. This particular type of **fiction** is termed a "**legal**" **fiction** because it was fabricated within the legal profession; essentially, it is the "Doctrine of Pretending." Judges operate their court based on "let's pretend" and do so with license, but without the inconvenience of having to inform you of what they have decided to pretend. Judges live in an artificial world based on pretense, lies, and deceit, and are professional dissemblers\*\*\*. A **legal fiction** is an assumption of purported fact without having shown the fact to be true/valid, *i.e.* an acceptance with no proof. If one does not wish to be the victim of such chicanery one must forever be on guard to challenge/rebut a judge's arbitrary presumptions and assumptions, such as the all-caps TRADE NAME. Also, there is a widespread misconception that a corporation is a "**legal fiction**." A corporation is *not* a **legal fiction**; rather, it is a "**legal fact**," but a *fictitious entity* nevertheless.

**\*\*\*DISSEMBLE.** To conceal or disguise the true nature of (intentions, feelings, etc.) so as to deceive.... To conceal one's true nature, intentions, etc.; act hypocritically. F&W.

**LEGAL NAME.** A person's full **name** as recognized in law, consisting of a first **name** (usu. given at birth or at a baptism or christening) and a last **name** (usu. a family name). Black's 7<sup>th</sup> (under "**name**").

Note: One's "**legal name**" is the name of the **legal person** "recognized in law." The only names recognized in law are those of artificial persons and are written in all-capital letters. Your straw man's TRADE NAME is your true **name** corrupted into an all-capital-letters format. "Recognized in law" = existing by force of, or in contemplation of, law = **legal name** = juristic name = juristic person = artificial person.

**LEVY.** *n.* 1. The imposition of a fine or tax; the fine or tax so imposed. 2. The enlistment of soldiers into the military; the soldiers so enlisted. 3. The legally sanctioned seizure and sale of property; the money obtained from such a sale. *vb.* 1. To impose or assess (a fine or tax)

by legal authority. 2. To enlist for service in the military. 3. To declare or wage (a war). 4. To take or seize property in execution of a judgment. Black's 7<sup>th</sup>.

**LICENSE.** In international law. Permission granted by a belligerent state to its own subjects, or to the subjects of the enemy, to carry on a trade interdicted by war. In **Governmental Regulation.** Authority to do some act or carry on some trade or business, in its nature lawful but prohibited by statute, except with the permission of the civil authority or which would otherwise be unlawful. Bouvier's 8<sup>th</sup>. When the power is exercised by municipal corporations, a **license** is the requirement by the municipality, of the payment of a certain sum by a person for the privilege of pursuing his profession or calling, whether harmful or innocent, for the *general* purpose of producing a reliable source of revenue. Bouvier's 8<sup>th</sup>. A **license fee** is a tax. Bouvier's 8<sup>th</sup>. In the law of contracts. A permission, granted by a competent authority, conferring the right to do some act which without such authorization would be illegal, or would be a trespass or tort. Also the written evidence of such permission. Black's 1<sup>st</sup>. A permit, granted by an appropriate governmental body, generally for a consideration, to a person, firm, or corporation to pursue some occupation or to carry on some business subject to regulation under the police power. A **license** is not a contract between the state and the **licensee**, but is a mere personal permit. Black's 6<sup>th</sup>. A revocable permission to commit some act that would otherwise be unlawful. Black's 7<sup>th</sup>. See Note. Compare **marque, mark, Mark of the Beast**.

Note: Government has, via **licensing**, statutorily outlawed working and exchanging with others—*i.e.* the process of surviving—except as a privilege. Privileges can be denied, suspended, and revoked. **Licenses** are issued only in the name of the artificial-person TRADE NAME. When one applies for a driver **license** one is doing so in the name of the straw man, and one is also affirming/attesting that the straw man is a “driver” (a special commercial status) involved in the “transportation of persons or property for hire or compensation,” an occupation that is a subject of regulation under the police power. Police seek to enforce/maintain “person control.”

**LIEN.** [< L ligament tie, bandage] A qualified right of property which a creditor has in or over specific property of his debtor, as security for the debt or charge or the performance of some act. Black's 1<sup>st</sup>. A claim, encumbrance, or charge on property for payment of some debt, obligation or duty. Black's 6<sup>th</sup>. “A fine imposed pursuant to the provisions of subchapter C of chapter 227 of this title...and is a **lien** in favor of the United States...” POSTSENTENCE ADMINISTRATION 18 USC § 3613 Ch. 229. A charge, hold, or claim upon the property of another as security for some debt or charge. The term connotes the right the law gives to have a debt satisfied out of the property to which it attaches, if necessary by the sale of the property. Barron's 3<sup>rd</sup>. A charge or security or incumbrance upon property.... Black's 4<sup>th</sup>. See **Commercial Lien**, Note at House Joint Resolution 192 of June 5, 1933.

**LIEN, COMMERCIAL, or COMMERCIAL LIEN.** See **commercial lien**.

**LIEN CREDITOR.** (A) “**Lien creditor**” means any of the following: (i) A creditor that has acquired a **lien** on the property involved by attachment, levy, or the like. (ii) An assignee for benefit of **creditors** from the time of assignment. (iii) A trustee in bankruptcy from the date of the filing of the petition. (iv) A receiver in equity from the time of appointment. (B) “**Lien creditor**” does not include a **creditor** who by filing a notice with the Secretary of State has acquired only an attachment or judgment **lien** on personal property, or both. UCC 9-102(a)(52).

**LIMITED LIABILITY.** Liability restricted by law or contract; esp. the liability of a company's owners for nothing more than the capital they have invested in the business. See Note.

Note: "**Limited liability**" is a fabrication and a fraud. No statute of limitations and no **limited liability** exists in commerce as per the maxims of law: "Once a fraud, always a fraud," and "A thing void in the beginning does not become valid by lapse of time." A **limited liability** person is: (1) a creature of contract; required to be insured and bonded; bound to and limited by the contractual terms and conditions of the insurance policy and bond creating, defining, and underwriting the person's office; (2) obligated to prove solvency to participate in any public forum or jurisdiction by providing to any adverse party upon demand a copy of the insurance policy and bond re said person's office prior to any court proceeding; and (3) defined by the insurance policy and bond re the contractual terms and conditions of said person's office, scope of authority, basis of functioning, identity, rank, **liability**, and solvency. The principles of equality under the law and the integrity of contracts demand that all "public officials" alleging legal authority to use deadly force exercise scrupulous integrity in the enforcement of the law said officials administer, in compliance with contracts referencing and defining oath of office, job description, and the insurance policy and bond that define, **limit**, and underwrite said official's office.

**LIVE BIRTH.** Live birth means the complete expulsion or extraction from its mother of a product of human conception, irrespective of the duration of the pregnancy, which after such expulsion or extraction, breathes or shows any other evidence of life, such as beating of the heart, pulsation of the umbilical cord, or definite movement of voluntary muscles, whether or not the umbilical cord has been cut or the placenta is attached. Heartbeats are to be distinguished from transient cardiac contractions; respirations are to be distinguished from fleeting respiratory efforts or gasps. Model State Vital Statistics Act and Regulations, 1992 Revision (U.S. Department of Health and Human Services). See Note.

Note: Per above, you are a "product" of human conception, *i.e.* "goods." See **goods**.

**LOCATION OF DEBTOR.** (a) Place of business. In this section, "place of business" means a place where a **debtor** conducts its affairs. (b) Debtor's location: general rules. Except as otherwise provided in this section, the following rules determine a **debtor's location**: (1) A **debtor** who is an individual is **located** at the individual's principal residence. (2) A **debtor** that is an organization and has only one place of business is **located** at its place of business. (3) A **debtor** that is an organization and has more than one place of business is **located** at its chief executive office. (c) Limitation of applicability of subsection (b). Subdivision (b) applies only if a debtor's residence, place of business, or chief executive office, as applicable, is **located** in a jurisdiction whose law generally requires information concerning the existence of a nonpossessory security interest to be made generally available in a filing, recording, or registration system as a condition or result of the security interest's obtaining priority over the rights of a lien creditor with respect to the collateral. If subsection (b) does not apply, the **debtor** is **located** in the District of Columbia.... UCC 9-307.

**MAKER.** "**Maker**" means a person who signs or is identified in a note as a person undertaking to pay. UCC 3-103(5). The person who creates or executes a note, that is, issues it, and in signing the instrument makes the promise of payment contained therein. One who signs a check; in this context, synonymous with drawer. Black's 6<sup>th</sup>.

**MAN.** A human being. This definition includes not only the adult male sex of the human species, but women and children; examples: "of offences against man, some are more immediately against the king, other's more immediately against the subject." Hawk. P.C. book 1, c. 2, s. 1. Offences against the life of man come under the general name of homicide, which in our law signifies the killing of a man by a man." *Id.* book 1, c. 8, s. 2. 2. In a more confined sense, man means a person of the male sex; and sometimes it signifies a male of the human species above the age of puberty. *Vide* Rape. It was considered in the civil or Roman law, that although man and person are synonymous in grammar, they had a different acceptation in law; all persons were men, but all men, for example, slaves, were not persons, but things. *Vide* Barr. on the Stat. 216, note. Bouvier's 6<sup>th</sup>.

**MARITIME.** Pertaining to navigable waters, *i.e.* to the sea, ocean, great lakes, navigable rivers, or the navigation or commerce thereof. Black's 6<sup>th</sup>. See **navigable waters**.

**MARITIME JURISDICTION.** Jurisdiction over maritime causes is granted to Federal district courts. Procedure in maritime actions is governed by the Federal Rules of Civil Procedure and Supp. Admiralty Rules. Black's 6<sup>th</sup>.

**MARITIME LAW.** That system of law which particularly relates to commerce and navigation, to business transacted at sea or relating to navigation, to ships and shipping, to seamen, to the transportation of persons and property by sea, and to maritime affairs generally. Black's 4<sup>th</sup>. That which the Congress has enacted or the Federal courts, sitting in admiralty, or in the exercise of their maritime jurisdiction, have declared and would apply.... Substantively, in the United States, it is federal law, and jurisdiction to administer it is vested in the federal courts, though not to the entire exclusion of the courts of the states. Black's 6<sup>th</sup>.

**MARK.** A license to make reprisals. See **LETTER OF MARQUE**. F&W. n. 1. A symbol, impression, or feature on something, usu. to identify it or distinguish it from something else. 2. **TRADEMARK** (1). 3. **SERVICEMARK**. Black's 7<sup>th</sup>. Compare **marque, letter of marque, Mark of the Beast, servicemark, trademark**.

**MARK OF THE BEAST.** "And that no man might buy or sell, save he that had the mark, or the name of the beast, or the number of his name." Revelation 13:17, New Testament. See Note, **Gentile**, Note at **goods**.

Note: The word "mark" is synonymous with "marque" and both words have the same etymology. A common definition of the two is "a license of reprisal." The definition of *license* in Black's 1<sup>st</sup> is: "In international law [*i.e.* trade or commerce] Permission granted by a belligerent state to its own subjects, or to the subjects of the enemy, to carry on a trade interdicted by war." As we have seen in the Amendatory Act of March 9, 1933 to the Trading With the Enemy Act of October 6, 1917 (see **Trading With the Enemy Act of October 6, 1917**, and **license**) "citizens of the United States" were legally classified as enemies of their own government. To "do business" with its new enemy, the U.S. Government thereafter instituted wholesale licensing and issued marks/marques, or licenses, "to the subjects of the enemy, to carry on a trade interdicted by war," thus enabling American men and women to "buy or sell" and otherwise engage in "trading with the enemy" despite being at war.

The Chosen Masters consider you nothing more than an animal, a **beast** (see **Gentile**), to be birthed and bred, herded and harvested, and sold and slaughtered as they see fit. For you, as a **beast**, to be identified and validated and permitted to "buy

or sell" in today's industrial society you must have a special mark, without which you are not allowed to participate. It is interesting that the word "mark" is also a synonym for the terms "servicemark" and "trademark" (see **servicemark, trademark**), the special marks used to identify and distinguish "the services of a certain provider," and products of a certain "manufacturer or seller." See Note at goods.

**MARQUE.** A letter of reprisal on an enemy, as at sea in wartime, chiefly in the phrase *letter of marque*. F&W. See **letter of marque**. Compare **mark**.

**MATERNITY ACT OF 1921.** See Note.

Note: In 1921, the federal Maternity Act created birth "registration," or what we now know as the "birth certificate." It was known as the "Maternity Act" and was sold to the American people as a law to improve maternal and infant mortality, for protecting the health of mothers and infants, and for "other purposes." One of those other purposes provided for the establishment of a federal bureau designed to cooperate with state agencies in the overseeing of its operations and expenditures. The Maternity Act was eventually repealed, but parts of it have been found in other legislative acts.

**MAXIMS OF COMMERCE.** See Note, **commerce**.

Note: **Commerce** is antecedent to and more fundamental to society than courts or legal systems, and exists and functions without respect to courts or legal systems, but not vice versa. **Commercial Law**, the non-statutory variety as presented below in **Maxims 1-10**, is the economic extension of Natural Law into man's social world and is universal in nature. The foundational, invariant, necessary, and sufficient principles or "**Maxims of Commerce**" are:

1. A workman is worthy of his hire (Exodus 20:15; Lev. 19:13; Matt. 10:10; Luke 10:7; II Tim. 2:6. Legal maxim: "It is against equity for freemen not to have the free disposal of their own property.").
2. All are equal under the Law (God's Law – Moral and Natural Law). (Exodus 21:23-25; Lev. 24:17-21; Deut. 1:17, 19:21; Matt., 22:36-40; Luke 10:17; Col. 3:25. Legal maxims: "No one is above the law."; "**Commerce**, by the law of nations, ought to be common, and not to be converted into a monopoly and the private gain of a few.").
3. In Commerce truth is sovereign (Exodus 20:16; Ps. 117:2; John 8:32; II Cor. 13:8. Legal maxim: "To lie is to go against the mind." Oriental proverb: "Of all that is good, sublimity is supreme.").
4. Truth is expressed by means of an affidavit (Lev. 5:4-5; Lev. 6:3-5; Lev 19:11-13; Num. 30:2; Matt. 5:33; James 5:12).
5. An un rebutted affidavit stands as the truth in Commerce (1 Pet. 1:25; Heb. 6:13-15. Legal maxim: "He who does not deny, admits.").

6. An un rebutted affidavit becomes the judgment in Commerce (Heb. 6:16-17. Any proceeding in a court, tribunal, or arbitration forum consists of a contest, or "duel," of commercial affidavits wherein the points remaining un rebutted in the end stand as the truth and the matters to which the judgment of the law is applied.).
7. A matter must be expressed to be resolved (Heb. 4:16; Phil. 4:6; Eph. 6:19-21. Legal maxim: "He who fails to assert his rights has none.").
8. He who leaves the field of battle first loses by default (Book of Job; Matt. 10:22. Legal maxim: "He who does not repel a wrong when he can, occasions it.").
9. Sacrifice is the measure of credibility (One who is not damaged, put at risk, or willing to swear an oath on his commercial liability for the truth of his statements and legitimacy of his actions has no basis to assert claims or charges and forfeits all credibility and right to claim authority.) (Acts 7, life/death of Stephen, Legal maxim: "He who bears the burden ought also to derive the benefit.").
10. A lien or claim can be satisfied only through rebuttal by Counteraffidavit point-for-point, resolution by jury, or payment (Gen. 2-3; Matt. 4; Revelation. Legal maxim: "If the plaintiff does not prove his case, the defendant is absolved.").

Because truth is sovereign in commerce, and everyone is responsible for propagating the truth in all speaking, writing, and acting, all commercial processes function via affidavit certified and sworn on each affiant's commercial liability as "true, correct, and complete," attesting under oath re the validity, relevance, and veracity of all matters stated, and likewise demanded. Usually in written matters, such as on an IRS Form 1040, 8300, etc., voter registration application, driver's license application, notary form for document certification, application for a Treasury Direct Account, and on nearly every document that those who run the System desire anyone to sign in a commercially binding matter, signature is required under penalty of perjury "true, correct, and complete." In a court setting, however, testimony (oral commercial affidavit) is stated in the judicial equivalent by being sworn to be "the truth, the whole truth, and nothing but the truth, so help me God." As well as the need for asserting all matters under solemn oath of personal, commercial, financial, and legal liability for the validity of each and every statement, participant must provide material evidence, *i.e.* ledgering/bookkeeping, substantiating that each fact or entry is true, valid, relevant, and verifiable. Without said acceptance of liability and facts provided to support one's assertions, no credibility is established. Inasmuch as commerce existed before, and can continue to exist irrespective of courts and legal systems—but not vice versa—commerce is a more fundamental aspect of life than courts and legal systems.

**MEDIUM OF EXCHANGE.** A substance used to transfer energy from one source to another. American Heritage Dictionary.

**MISSION.** A definite task assigned to an individual or unit of the armed forces. F&W. See Note.



Note: Apparently Department of the Treasury (IRS, BATF, SEC, *etc.*) and other quasi-governmental and governmental agencies are *de facto* military units because they each operate off a prescribed "mission."

**MIXED WAR.** Mixed war is war carried on between a nation on one side and private individuals on the other. W&P, Vol. 27. See Note, "Mixed War" in *Appendix*. Compare *dulocracy*.

Note: **Mixed war** occurs whenever the government of a nation is an enemy of, and at war against, its own people. The most insidious and perfidious type of **mixed war** exists when the government acts against the people under guise of protecting the people's rights and upholding the nation's most cherished values and ideals. In such case government officials are "wolves in sheep's clothing," occupying positions of prestige and power, with the support of the people, while treasonously betraying that trust. This is an ideal confidence game whereby arch-charlatan criminals can engage in piracy on an ongoing basis under color of law and be tolerated or even treated as heroes by their victims. (For a more comprehensive treatment of this subject see article in *Appendix* entitled "**Mixed War**.")

**MONEY.** "Money" means a medium of exchange authorized or adopted by...government..." UCC 1-201(24). See Note.

Note: Before the 1933 bankruptcy of the US Government, **money** consisted of gold and silver specie, as well as their equivalent in certificate form. Gold—which is portable land, *substance*—is the **money** of sovereigns. Fiat **money**, *i.e.* "money by decree," "Monopoly™ **money**," is the **money** of artificial persons, called banks, corporations (governments), trusts, and "individuals" (see **individual**), *etc.*

**MONOPOLY™.** *Trademark.* A board game in which a player attempts to gain a **monopoly** of real estate by advancing around the board and purchasing property, acquiring capital by collecting rent from other players whose pieces land on his property. Webster's. See Note, **Federal Reserve Notes**.

Note: First copyrighted in 1935 by Parker Brothers. Logo includes the caricature of an English banker, replete with top hat, tails, and cane. Another allegorical clue from the Powers That Be as to what is actually going on (monopolization of all ownership of real estate/land and wealth). The objective in the game of **Monopoly™** is to drive into bankruptcy all other players, an arrangement otherwise known as a "tontine\* wagering scheme." If you examine the nature of economics in America today you will see that all land is owned by the state (see **Senate Document 43, 73<sup>rd</sup> Congress, 1<sup>st</sup> Session**), and everyone is competing for the same, fixed amount of "**Monopoly™** **money**," called Federal Reserve Notes (FRNs), and attempting to "stay above water" and avoid bankruptcy. This is, by definition, a *de facto* state of war between participants—in both the board game and the game of life. The only way to stay in the game of **Monopoly™** and avoid bankruptcy is to obtain more **Monopoly™** **money** from other players. The only way to stay in the game of life and avoid bankruptcy is to somehow obtain more FRNs (acquire more liability/debt instruments/debt) called "money" from those around you.

\***TONTINE.** [It. *tontina*, after its inventor, Lorenzo *Tonti*, a Neopolitan] A financial arrangement in which a group of participants share in the

arrangement's advantages until all but one has died or defaulted, at which time the whole goes to that survivor.

**MONSTER.** A human-being by birth, but in some part resembling a lower animal. A **monster** hath no inheritable blood and cannot be heir to any land. Ballentine's Law Dictionary, 1930. A prodigious birth; a human birth or offspring not having the shape of mankind; which cannot be heir to any land, albeit it be brought forth in marriage. Black's 1<sup>st</sup>. See Note.

Note: Under "human being" Ballentine's says only "See **monster**." Neither of the above major law dictionaries defines "human being," only "**monster**."

**MORTGAGE.** "**Mortgage**" means a consensual interest in real property, including fixtures, which secures payment or performance of an obligation. UCC 9-102(a)(55). See Note.

Note: **Mortgage**, another "gift" of Norman French attorneys, comes from the French *mort* dead + *gage* pledge, "dead pledge," *i.e.* killing of the pledge through payment.

**NAME.** Names are divided into Christian names, as, Benjamin, and surnames, as, Franklin. No man can have more than one Christian name; though two or more names usually kept separate, as John and Peter, may undoubtedly be compounded, so as to form, in contemplation of law, but one. A letter put between the Christian and surname, as an abbreviation of a part of the Christian name, as, John B. Peterson, is no part of either. Bouvier's 6<sup>th</sup>.

**NATURAL LAW.** Law which so necessarily agrees with the nature and state of man, that without observing its maxims, the peace and happiness of society can never be preserved.... [K]nowledge of [natural laws] may be attained merely by the light of reason, from the facts of their essential agreeableness with the constitution of human nature. **Natural law** exists regardless of whether it is enacted as positive law, although there may be instances where **natural law** cannot be judicially enforced. Barron's 3<sup>rd</sup>.

**NATURAL PERSON.** A human being, as opposed to artificial or fictitious "**persons**," such as corporations. The phrase "**natural person**" does not include corporate entities, but the phrase "**person**," without qualification, may or may not include artificial **persons**, depending on the context. Thus, the phrase "no **person**" in the Fourteenth Amendment's equal protection clause has been held to include **natural** and artificial **persons**, but the same phrase "no **person**" in the Fifth Amendment's "privilege against self-incrimination" clause has been held to include only **natural persons** and not corporations since the privilege is **personal** and may not be asserted by an artificial **person**. Barron's 3<sup>rd</sup>. See Note.

Note: This is how the IRS justifies insisting that flesh-and-blood men and women testify against themselves: people answer up when the name of their fictitious TRADE NAME is called and the IRS enforces its commercial agenda against people by treating them like their TRADE NAME. The above definition is enlightening, *but it is taken from a law dictionary*. Please realize that, in the scheme of life, it is just as impossible for a "person" to be "natural" as it is for a man to be artificial.

**NATURE AND CAUSE.** See below.

**NATURE.** A fundamental quality that distinguishes one thing from another; the essence of something. Black's 7<sup>th</sup>. See Note.

**CAUSE.** That which produces an effect; whatever moves, impels, or leads. The origin or foundation of a thing, as of a suit or action; a ground of action. Black's 1<sup>st</sup>. See Note.

Note: The right of an accused party to be informed of the "nature and cause" of any criminal accusation is secured by the Sixth Amendment of the Constitution. This term concerns the two (2) absolutely essential elements necessary to establish claims, charges, and demands as commercially and lawfully valid, both criminal and civil, and without which any matter affirmed is devoid of credibility and legal force and effect:

- **NATURE.** The nature of an accusation is the proof, *i.e.* ledgering/bookkeeping set forth with a one-to-one accounting of goods or services provided or offenses committed with corresponding monetary values, with each and every matter established by affidavit sworn on the commercial liability of the executing party.
- **CAUSE.** Only individual free-will men and women can act; nations, governments, and agencies cannot act. At the origin of each and every allegation and act is the man/woman who is the *cause* thereof. The *cause* of an accusation is therefore the particular man/woman who can initiate allegations, claims, and charges, the credibility of which is established by the degree of commercial liability the alleging party stakes on what he/she asserts. By initiating something that can cause another harm/loss, the alleging party simultaneously agrees to be held personally, legally, and commercially accountable and liable for the accuracy, validity, relevance, and verifiability of everything stated, claimed, and demanded in the Affidavit. The degree of credibility of alleged statements, claims, and charges is established by the extent of the liability the accuser places at risk, to be forfeited in the event anything he/she states is untrue, in accordance with the Commercial Maxim: "Sacrifice is the measure of credibility."

**NEGOTIABLE.** [*< L negotiatus* traded, equivalent to *negoti(um)* business (*neg-* not + *otium* liesure) + *-ABLE*] "**Negotiable**" means that which is capable of being transferred by assignment; a thing which may be transferred by a sale and indorsement or delivery. Black's 1<sup>st</sup>; *adj.* (of bills, securities, *etc.*) transferable by delivery, with or without endorsement, according to the circumstances, the title passing to the transferee. Webster's.

**NEGOTIABLE INSTRUMENT.** A writing which is signed by the maker or drawer, contains an unconditional promise or order to pay a sum certain in money, is payable on demand or at a definite time, and is payable to order or to bearer. Barron's 3<sup>rd</sup>. (a) Except as provided in subdivisions (c) and (d), "**negotiable instrument**" means an unconditional promise or order to pay a fixed amount of money, with or without interest or other charges described in the promise or order, if it is all of the following: (1) It is payable to bearer or to order at the time it is issued or first comes into possession of a holder. (2) Is payable on demand or at a definite time. (3) Does not state any other undertaking or instruction by the person promising or ordering payment to do any act in addition to the payment of money, but the promise or order may contain (i) an undertaking or power to give, maintain, or protect collateral to secure payment, (ii) an authorization or power to the holder to confess judgment or realize on or dispose of collateral, or (iii) a waiver of the benefit of any law intended for the advantage or protection of an obligor. (b) "**Instrument**" means a **negotiable instrument**. (c) An order that meets all the requirements of subdivision (a),

except paragraph (1) and otherwise falls with the definition of "check" in subdivision (f) is a **negotiable instrument** and a check. (d) A promise or order other than a check is not an instrument if, at the time it is issued or first comes into possession of a holder, it contains a conspicuous statement, however expressed, to the effect that the promise or order is not **negotiable** or is not an **instrument** governed by this division.... UCC 3-104. A **negotiable instrument** is a written promise or request for the payment of a certain sum of money to order or to bearer. A general name for bills, notes, checks, transferable bonds or coupons, letters of credit and other **negotiable** written securities. Black's 1<sup>st</sup>. See Note.

**NEW DEBTOR.** "New debtor" means a person that becomes bound as **debtor** under subdivision (d) of Section 9203 by a security agreement previously entered into by another person. UCC 9-102(a)(56).

**NOBILITY.** An order of men in several countries to whom privileges are granted at the expense of the rest of the people. Bouvier's 6<sup>th</sup>. *n. pl.* 1. Persons of social or political preeminence, usu. derived by inheritance or from the sovereign... Black's 7<sup>th</sup>. The constitution of the United States provides that no state shall "grant any title of nobility; and no person can become a citizen of the United States until he has renounced all titles of nobility." The Federalist, No. 84; 2 Story, Laws U. S. 851. Bouvier's 6<sup>th</sup> (1856).

Note: Judges and attorneys hold a British title of **nobility** from the Crown and act as esquires, or shield-bearers, for and between the king/queen and those whom the king/queen wishes to engage in battle.

**NOM.** Used in expressions denoting a pseudonym, a false or assumed name. OED. See **nom de guerre**.

**NOM DE GUERRE.** [F, lit., war name] A fictitious name. Webster's Third New International Dictionary of the English Language Unabridged, 1976. Lit. 'war name', a name assumed by, or a name assigned to, a person engaged in some action or enterprise. OED. See Note. Compare **nom**.

Note: Any fictitious name is a war name, or **nom de guerre**. The U.S. government, formally at war with you since the Amendatory Act (March 9, 1933) to the Trading With the Enemy Act (October 6, 1917), used the legal-fiction artifice of the "right to presume" on your behalf, and assigned you a false name, a war name in the form of your all-capital-letters, straw-man name, **nom de guerre** TRADE NAME. See **legal fiction**.

**NON-NEGOTIABLE.** Not negotiable; not capable of passing title or property by indorsement and delivery. Black's 1<sup>st</sup>. Any document of title that is **not a negotiable** document. An instrument which may not be transferred by indorsement and delivery or by delivery alone, though it may be assigned. Black's 6<sup>th</sup>. See Note, **negotiable**.

Note: The word "**Non-Negotiable**," appearing on what might otherwise look like a **negotiable** instrument, signifies that (1) the contract is **not negotiable** and strictly private; (2) both between drawer and drawee and obligor and obligee only; and (3) the debtor/payee may pass title/transfer the document neither by delivery nor by indorsement, but only through assignment. See **drawee, preferred stock**.

**NON PROSEQUITUR.** Lat. He does not follow up, or pursue. If, in the proceedings in an action at law, the plaintiff neglects any of those steps which he ought to take within the time prescribed by the practice of the court for that purpose, the defendant may enter judgment of *non pros* against him, whereby it is adjudged that the plaintiff does not follow up (*non prosequitur*) his suit as he ought to do, and therefore the defendant ought to have judgment against him. Under current rules practice such failure would result in a dismissal of the action or in a default judgment for defendant. Fed.R. Civil P. 41, 55. Black's 6<sup>th</sup>. See Note:

Note: When any plaintiff fails to respond as required, under the principle of *non prosequitur* the defendant may enter judgment for dismissal for plaintiff's failure in following up as he/she should.

**NOTARY PUBLIC.** A public officer whose function is to attest and certify, by his hand and official seal, certain classes of documents, in order to give them credit and authenticity in foreign jurisdictions, to take acknowledgments of deeds and other conveyances, and certify the same; and to perform certain official acts, chiefly in commercial matters, such as the protesting of notes and bills, the noting of foreign drafts, and marine protests in cases of loss or damage. Black's 1<sup>st</sup>. An officer appointed by the executive, or other appointing power, under the laws of different states. Their duties are generally prescribed by such laws. The most usual of which are, 1. To attest deeds, agreements and other instruments, in order to give them authenticity. 2. To protest notes, bills of exchange, and the like. 3. To certify copies of agreements and other instruments. Bouvier's 6<sup>th</sup>. Notaries are of very ancient origin they were well known among the Romans, and exist in every state of Europe, and particularly on the continent. Bouvier's 6<sup>th</sup>. Their acts have long been respected by the custom of merchants and by the courts of all nations. Bouvier's 6<sup>th</sup>.

Note: **Notaries public** are "officers of the state" and, in some States, **notaries** may become officers of the court, as well. The seal of a **notary public** gives a document credit and authenticity in foreign jurisdictions, *i.e.* international jurisdiction; hence the *apostille* (see *apostille*). A **notary public** performs certain official acts "chiefly in commercial matters." Commerce is *pre-judicial* and *non-judicial*. **Notaries public** once played a major role in world commerce, and still retain the same powers, though many have fallen out of use since America began using private, non-substance, fiat (by decree) money (Federal Reserve Notes).

**NOTE.** A writing acknowledging a debt and promising payment. For the instrument to be negotiable it must be signed by the maker and contain an unconditional promise to pay a sum certain in money on demand or at a definite time to order or to bearer. A **note** is not payment but only a promise to pay. The term **note** is synonymous with **promissory note**. The term may be qualified by its unique characteristics. For example, a **note** that is backed by a pledge of collateral such as real or personal property is called a **secured note**. Barron's 3<sup>rd</sup>.

**OATH.** An affirmation of truth of a statement, which renders one willfully asserting untrue statements punishable for perjury. An outward pledge by the person taking it that his attestation or promise is made under an immediate sense of responsibility to God. A solemn appeal to the Supreme Being in attestation of the truth of some statement. Black's 5<sup>th</sup>.

**OBLIGATION.** Not defined in the UCC.

**OBLIGEE.** One who is entitled to receive a sum of money or to have an act or deed performed as promised or agreed to by the obligor. Barron's 3<sup>rd</sup>. Compare obligor.

**OBLIGOR.** "Obligor" means a person that, with respect to an obligation secured by a security interest in or an agricultural lien on the collateral, (i) owes payment or other performance of the obligation, (ii) has provided property other than the collateral to secure payment or other performance of the obligation, or (iii) is otherwise accountable in whole or in part for payment or other performance of the obligation. The term does not include issuers or nominated persons under a letter of credit. UCC 9-102(a)(59). One who has promised or is otherwise obligated to perform an act or deed, such as the payment of a sum of money under a promissory note or other contract. Barron's 3<sup>rd</sup>. Compare obligee.

**OFFER.** A proposal to do a thing. A proposal to make a contract. Also an attempt. Black's 1<sup>st</sup>.

**ORDER.** In a general sense. A mandate; precept; a command or direction authoritatively given; a rule or regulation. In practice. Every direction of a court or judge made or entered in writing, and not included in a judgment is denominated an "order." An application for an order is a motion. An order is also an informal bill of exchange... It is further a designation to whom a bill of exchange or negotiable promissory note is to be paid. Black's 1<sup>st</sup>. See Note.

Note: None of the above definitions are incompatible with each other as regards the courtroom setting. The "Order of the court" is a pecuniary mandate for funds and is directly related with "charges." In this sense it is not dissimilar with a "money order."

**ORGANIZATION.** "Organization" includes a corporation, government or governmental subdivision or agency, business trust, partnership or association, two or more persons having a joint or common interest, or any other legal or commercial entity. UCC 1-201(28). See Note.

Note: The term applies when "two or more persons" are involved in a specific commercial/contractual relationship, as well as with any other entity involved in commerce; all "individuals," i.e. all straw men TRADE NAMES, fall under the definition of organization.

**ORDER.** "Order" means a written instruction to pay money signed by the person giving the instruction. The instruction may be addressed to any person, including the person giving the instruction, or to one or more persons jointly or in the alternative, but not in succession. An authorization to pay is not an order unless the person authorized to pay is also instructed to pay. UCC 3-103(6).

**ORIGINAL DEBTOR.** "Original debtor," except as used in subdivision (c) of Section 9310, means a person that, as debtor, entered into a security agreement to which a new debtor has become bound under subdivision (d) of Section 9203. UCC 9-102(a)(60).

**PARTY.** "Party" means a party to an instrument. UCC 3-103(8).

**PASSPORT.** In international law. A document issued to a neutral merchant vessel, by her own government, during the progress of a war, and to be carried on the voyage, containing a sufficient description of the vessel, master, voyage, and cargo to evidence her nationality



and protect her against the cruisers of the belligerent powers. This paper is otherwise called a "pass," sea-pass," sea-letter," or "sea-brief." A license or safe conduct, issued during the progress of a war authorizing a person to remove himself or his effects from the territory of one of the belligerent nations to another country, or to travel from country to country without arrest or detention on account of the war.... Black's 1<sup>st</sup>. ... In most countries of continental Europe **passports** are given to travellers (sic). These are intended to protect them on their journey to protect them from all molestation while they are obedient to the laws. The secretary of state may issue, or cause to be issued, in foreign countries by such diplomatic or consular officers of the United States, and under such rules as the president may prescribe, **passports**, but only to citizens of the United States. Bouvier's 8<sup>th</sup>. See **vessel**.

Note: A **passport** is issued "to a...vessel," i.e. "citizen of the United States" TRADE NAMES in times of war. The US government officially declared war on all "citizens of the United States" persons in the Amendatory Act of March 9, 1933 (a/k/a Emergency Banking Relief Act) to the Trading With the Enemy Act of October 6, 1917. See **Monopoly™**, "Executive Order Outlawing Ownership of Gold" in *Appendix*, i.e. "Under Executive Order of the President," issued April 5, 1933.

**PAY.** v. To discharge a debt by tender of **payment** due; to deliver to a creditor the value of a debt, either in money or in goods for his acceptance. UCC 2-511, 3-604. Black's 6<sup>th</sup>. See **payment**, **redemption**.

**PAYEE.** In mercantile law. The person in whose favor a bill of exchange, promissory note, or check is made or drawn; the person to whom or to whose order a bill, note, or check is made payable. Black's 1<sup>st</sup>. See Note.

**PAYMENT.** The fulfillment of a promise, or the performance of an agreement. A discharge of an obligation or debt...In a more restricted legal sense **payment** is the performance of a duty, promise, or obligation, or discharge of a debt or a liability, by the delivery of money or other value by a debtor to a creditor, where the money or other valuable thing is tendered and accepted as extinguishing debt or obligation in whole or in part. Also, the money or other thing so delivered. UCC 2-511, 3-604. Black's 6<sup>th</sup>. See **redemption**.

**PAYMENT INTANGIBLE.** "Payment intangible" means a general intangible under which the account debtor's principal obligation is a monetary obligation. UCC 9-102(a)(61).

**PECUNIARY.** Of or relating to money; monetary. Black's 7<sup>th</sup>.

**PEONAGE.** The condition of a peon [formerly, a debtor kept in virtual servitude until he had worked out his debt], or the system of employing this form of labor. F&W.

**PERFECT.** v. To legally establish. Security interest in collateral is **perfected** when a document describing the collateral is entered into the records of the UCC office. WSUG. Compare **attach**.

**PERFECTION OF SECURITY INTEREST.** In secured transactions law, the process whereby a **security interest** is protected, as far as the law permits, against competing claims to the collateral, which usually requires the secured party to give notice of the **interest** as by filing in a government office (e.g. in office of Secretary of State). **Perfection of a security interest** deals with those steps legally required to give a secured party **interest** in subject

property against debtor's creditors. Black's 6<sup>th</sup>. A **security interest is perfected** when it has attached and when all the applicable steps required for **perfection** have been taken. Such steps are specified in Sections 9-302, 9-304, 9-305 and 9-306. If such steps are taken before the **security interest** attaches, it is **perfected** at the time when it attaches. UCC 9-303(1). See **attach**.

**PERSON.** "noun. per'sn. [Latin *persona*; said to be compounded of *per*, through or by, and *sonus*, sound; a Latin word signifying primarily a mask used by actors on the stage.]" Webster's 1828 Dictionary. [< L *persona* mask] **Persons** are divided by law into *natural* and *artificial*. **Natural persons** are such as the God of nature formed us; **artificial persons** are such as are created and devised by human laws, for the purposes of society and government, which are called "corporations" or "bodies politic." Black's 1<sup>st</sup>. "**Persons**" are of two kinds, natural and artificial. In law, a human being is called a "natural person." **Artificial persons** include a collection [corporation aggregate] or succession of natural persons [successive officeholders in a corporation sole] forming a corporation. Black's 4<sup>th</sup>. In law, an individual or incorporated group having certain legal rights and responsibilities. This has been held to include foreign and domestic corporations. Precise definition and delineation of the term has been necessary for purposes of ascertaining those to whom the Fourteenth Amendment to the U.S. Constitution affords its protection, since that amendment expressly applies to "**persons**." Barron's 3<sup>rd</sup>. **Compare natural person**. See Uniform Negotiable Instruments Law, § 191; Uniform Sales Act, § 76; Uniform Warehouse Receipts Act, § 58. See Note.

Note: The TRADE NAME is a "**person**," a "mask" for the sentient, living being who uses it. The TRADE NAME is a fictitious **person** whose name is written in "legalese," *i.e.* a language foreign constructed outside the bounds of English grammar. The true names of men and women, written properly, *i.e.* initial letters only capitalized, are sometimes called "**natural persons**." However, it is just as impossible for a "**person**" to be "natural" as it is for a man to be artificial. "**Person**" is a moniker hatched by lawyers, introduced for generating confusion in the mind of non-esquire victims between the actual and the artificial. See **straw man**.

**PLEDGE.** A deposit of personal property as security for a debt; delivery of goods by a debtor to a creditor until the debt is repaid; generally defined as a lien or contract that calls for the transfer of personal property only as security. The **pledgor** can **pledge** intangible as well as tangible personal property as long as it is capable of delivery, and it can confer ownership rights upon the person to whom delivery is made. Barron's 3<sup>rd</sup>. See Note.

Note: The bankrupt US Government **pledged** your body, labor, and property as collateral for a loan of credit (Federal Reserve Notes) using your birth certificate (negotiable document, document of title) as the security for the loan.

**PONZI SCHEME.** (pon-zee). A fraudulent investment **scheme** in which money contributed by later investors generates artificially high dividends for the original investors, whose example attracts even larger investments. • Money from the new investors is used directly to repay or pay interest to old investors, *usu.* without any operation or revenue-producing activity other than the continual raising of new funds. This **scheme** takes from Charles **Ponzi**, who in the late 1920's was convicted for fraudulent **schemes** he conducted in Boston. Black's 7<sup>th</sup>. See "The Curse of Co-Suretyship" in Part I of this manual.

**POSITIVE LAW.** Law actually and specifically enacted or adopted by proper authority for the government of an organized jural society. Black's 6<sup>th</sup>.

**POSSESSORY.** Relating to possession; founded on possession; contemplating or claiming possession. Black's 1<sup>st</sup>.

**POSSESSORY LIEN.** A lien allowing the creditor to keep possession of the encumbered property until the debt is satisfied. Black's 7<sup>th</sup>. See "UCC 9-333. Priority of certain liens arising by operation of law." in this *Glossary*.

Note: The new security agreement in this manual evidences a **possessory lien** (common-law lien) re certain collateral, giving the secured party right of possession of every such item of a debtor's property until the obligation is satisfied. A **possessory lien** has priority over a security interest in goods.

**POSTLIMINIUM.** A fiction of the civil law, by which persons or things taken by the enemy were restored to their former status on coming again under the power of the nation to which they formerly belonged.... Bouvier's 8<sup>th</sup>. Compare **postliminy**.

**POSTLIMINY.** "The right of 'postlimini,' says Vattel, is that in virtue of which persons and things taken by the enemy are restored to their former state on coming actually into the power of the nation to which they belong...." "**Postliminy**" is defined to be the principle of the law of nations under which property, if taken by the enemy in time of war, is restored to its former state upon coming again under the power of the nation to which it formerly belonged.... W&P, Vol. 33. Compare **postliminium**.

**PREFERRED.** Possessing or accorded a priority, advantage, or privilege. Generally denoting a prior or superior claim or right of payment as against another thing of the same kind or class. Black's 4<sup>th</sup>. See **stock**.

**PRESENTMENT.** ...2. A formal written accusation returned by a grand jury on its own initiative, without a prosecutor's previous indictment request. "A grand jury has only two functions, either to indict or to return a 'no bill.' The Constitution speaks also of a 'presentment,' but this is a term with a distinct historical meaning now not well understood. Historically **presentment** was the process by which a grand jury initiated an independent investigation and asked that a charge be drawn to cover the facts should they constitute a crime. With United States attorneys now always available to advise grand juries, proceeding by **presentment** is now an outmoded practice. 1 Charles Alan Wright, *Federal Practice and Procedure* § 110, at 459 (3rd ed. 1999)." 3. The formal production of a negotiable instrument for acceptance or payment. "**Presentment** and dishonor occur, for instance, when the holder of a check attempts to cash it at the drawee bank but payment is refused because the drawer lacks sufficient funds on deposit. The demand for payment is the **presentment**. The bank's refusal to pay is dishonor. 2 James J. White & Robert S. Summers, *Uniform Commercial Code*, § 16-8, at 100 (4th ed. 1995)." Black's 7<sup>th</sup>. "**Presentment**" means a demand made by or on behalf of a person entitled to enforce an instrument (1) to pay the instrument made to the drawee or a party obliged to pay the instrument, or in the case of a note or accepted draft payable at a bank, to the bank, or (2) to accept a draft made to the drawee.... UCC 3-501(a). ...may be made by any commercially reasonable means, including an oral, written, or electronic communication; is effective when the demand for payment or acceptance is received by the person to whom **presentment** is made.... UCC 3-501(1). The production of a negotiable instrument [bill of

exchange] to the drawee for his acceptance, or to the drawer or acceptor for payment; or of a promissory note to the party liable, for payment of the same. **Presentment** is a demand for acceptance or payment made upon the maker, acceptor, drawee or other payor by or on behalf of the holder. U.C.C. § 3-504(1). Black's 6<sup>th</sup>. See Note, **summary proceeding**.

Note: Notice that the identical terms are used in the definitions when speaking both of criminal matters and financial/commercial matters. In criminal matters, a *bill*, called a "true bill," is issued by the grand jury. A bill is a list of charges, both criminally and financially; a true bill is a list of charges that is sworn "true, correct, and complete" (affidavit). In financial matters, a **presentment** can only be one of the following: (1) a demand for payment of a negotiable instrument; (2) a demand for acceptance (*of responsibility* for payment/performance) re a negotiable instrument.

**PRESUMPTIONS; NATURE.** Except as otherwise provided in section 1-202, the **presumptions** established by this code are **presumptions** affecting the burden of producing evidence. UCC 1-210.

**PRESUMPTION.** A **presumption** is an assumption of fact that the law requires to be made from another fact or group of facts found or otherwise established in the action. A **presumption** is not evidence. A **presumption** is either conclusive or rebuttable. Every rebuttable **presumption** is either (a) a **presumption** affecting the burden of producing evidence or (b) a **presumption** affecting the burden of proof. Black's 6<sup>th</sup>. A disputable **presumption**, called also an "inconclusive" or "rebuttable" **presumption**, is an inference of law which holds good until it is invalidated by proof or a stronger **presumption**. Black's 4<sup>th</sup>. See Note, **disputable presumption, rebuttable presumption, legal fiction**.

Note: Re ownership of your TRADE NAME, a **presumption** of ownership was made and title thereto (birth certificate) was taken without knowledge and consent of both your mother and you. Such **presumption** is nullified via the publication of the copyright notice under common law, and is further amplified with the filing of a UCC Financing Statement.

**PRIORITY.** Precedence; going before. A legal preference or precedence. When two persons have similar rights in respect of the same subject-matter, but one is entitled to exercise his right to the exclusion of the other, he is said to have **priority**. Black's 4<sup>th</sup>.

**PRIVATE BANK.** An unincorporated **banking** institution owned by an individual or partnership and, depending on state statutes, subject to or free from state regulation. Black's 1<sup>st</sup>. See **banker**.

**PRIVATE BANKER.** A **private banker** is one who conducts the business of banking without incorporation, and without any special privilege or authority of law (*Perkins v. Smith*, 116 N.Y. 441; *People v. Doty*, 80 N.Y. 225). A **private banker** may, when not prohibited by law, conduct the business of banking, and may make such lawful contracts with his dealers in relation thereto, as to receiving and the repayment of money, as may be mutually agreed upon between the parties. A **private banker**, then, is one who conducts the business of banking without incorporation, or a fixed capital stock invested; which is by law required of all duly incorporated banks, excepting mutual savings banks which, under the law as enacted by some of the States, may become incorporations for the purpose of doing a savings bank business, without capital stock. Magee on Banks and Banking — A Treatise on the Law of National and State Banks, 1906.

Note: Per 31 USC 5312(a)(2)(C) every **private** individual is a "financial institution" and a "**private banker**." In *Bank of Augusta v. Earle*, 13 pet (US) 519, the court ruled, "A Private Individual has as much privilege as banks..."

**PRIZE.** In admiralty law. A vessel or cargo, belonging to one of two belligerent powers, apprehended or forcibly captured at sea by a war vessel or privateer of the other belligerent, and claimed as enemy's property, and therefore liable to appropriation and condemnation under the laws of war. Black's 1<sup>st</sup>. See **prize law, booty, vice-admiralty courts**.

Note: **Prize** on land is called "booty." See **booty**.

**PRIZE LAW.** The system of laws and rules applicable to the capture of **prize** at sea; its condemnation, rights of the captors, distribution of the proceeds, etc. Black's 1<sup>st</sup>. See **vice-admiralty courts, booty**.

**PROCEEDS.** "Proceeds," except as used in subdivision (b) of Section 9609, means any of the following property (A) Whatever is acquired upon the sale, lease, license, exchange, or other disposition of collateral. (B) Whatever is collected on, or distributed on account of, collateral. (C) Rights arising out of collateral. (D) To the extent of the value of the collateral, claims arising out of the loss, nonconformity, or interference with the use of, defects or infringement of rights in, or damage to, the collateral. (E) To the extent of the value of the collateral and to the extent payable to the debtor or the secured party, insurance payable by reason of the loss or nonconformity of, defects or infringement of rights in, or damage to, the collateral. UCC 9-102(a)(64). Anything that is used to guarantee the payment of a loan or the fulfillment of some other obligation. WSUG.

**PROMISE.** "Promise" means a written undertaking to pay money signed by the person undertaking to pay. An acknowledgment of an obligation by the obligor is not a **promise** unless the obligor also undertakes to pay the obligation." UCC 3-103(9).

**PROMISSORY NOTE.** "Promissory note"\* means an instrument that evidences a promise to pay a monetary obligation, does not evidence an order to pay, and does not contain an acknowledgment by a bank that the bank has received for deposit a sum of money or funds. UCC 9-102(a)(65). A **note**; a kind of negotiable instrument wherein the maker agrees (**promises**) to pay a sum certain at a definite time. Barron's 3<sup>rd</sup>. See Note.

\*"...What they [banks] do when they make loans is to accept **promissory notes** in exchange for credits to the borrowers' transaction accounts..." *Modern Money Mechanics*, page 6, Federal Reserve Bank of Chicago, 1992.

Note: "**Promissory note**" is synonymous with "**note**." The last section of the first definition above tacitly acknowledges that a "borrower's" **promissory note** constitutes funds/money. Banks do not loan substance. Per banking regulations and "generally accepted accounting principles" banks are forbidden from loaning the bank's assets and likewise the assets of the bank's depositors. As confirmed in the above excerpt from *Modern Money Mechanics*, The signed **promissory note** constitutes the sole source of the funds that are "loaned" for the benefit of the "borrower." No substance is loaned. The so-called "transaction account" referenced in the above excerpt from *Modern Money Mechanics* goes on the bank's books exactly as a demand deposit (checking, savings, passbook, time) account would. The "borrower"/customer is actually the *lender and creditor* of the bank; the bank is

actually the *borrower and debtor* of the customer. The bank issues a "pretend loan" which is actually the borrower's/depositor's own funds taken from the "transaction account" created upon the "borrower's"/customer's execution of the **promissory note** and the bank's subsequent "deposit" of the **promissory note** (the "money") into the account. See **House Joint Resolution 192 of June 5, 1933**.

**PROPER.** *Gram.* a. (of a name, noun, or adjective) designating a particular person or thing, written in English with an initial capital letter: *John, Chicago, Monday, American.... ACED.* in grammar, used to designate a specific individual, place, *etc.*: Donald, Rover, Boston, *etc.* are *proper nouns*, written with an initial capital letter. **WEBSTER'S NEW TWENTIETH CENTURY DICTIONARY OF THE ENGLISH LANGUAGE**, Unabridged Second Edition, 1975.

Note: A true name has an initial capital letter only. There is no provision in the rules of English grammar for proper nouns to be written any other way, including an all-capital letters format. An all-capital letters name is a legal artifice, existing only "by force of or in contemplation of law." See **capital letter, all-capital letters-written, artificial.**

**PROPIA PERSONA.** See *in propria persona*.

**PROPOSAL.** "Proposal" means a record authenticated by a secured party that includes the terms on which the secured party is willing to accept collateral in full or partial satisfaction of the obligation it secures pursuant to Sections 9620, 9621, and 9622. UCC 9-102(a)(66).

**PROTEST.** ...A notarial act, being a formal statement in writing made by a notary under his seal of office, at the request of a holder of a bill or note, in which such bill or note is described, and it is declared that the same was on a certain day presented for payment (or acceptance, as the case may be,) and that such payment or acceptance was refused, and stating the reasons, if any, given for such refusal, whereupon the notary **protests** against all parties to such instrument, and declares that they will be held responsible for all loss or damage arising from its dishonor.... **Black's 1<sup>st</sup>.**

**PROVE.** "Prove" with respect to a fact means to meet the burden of establishing the fact (subdivision (8) of Section 1-201). UCC 3-103(10).

**PUBLIC.** *adj.* Pertaining to a state, nation, or whole community; proceeding from, relating to, or affecting the whole body of people or an entire community. Open to all; notorious. Common to all or many; general; open to common use. Belonging to the people at large; relating to or affecting the whole people of a state, nation, or community; not limited or restricted to any particular class of the community. **Black's 6<sup>th</sup>.** "That vast multitude, which includes the ignorant, the unthinking, and the credulous, who in making a purchase, do not stop to analyze, but are governed by general appearance and General impressions. *J.W. Collins Co. v. F.M. Paist Co. (DC Pa) 14 F2d614*). **Ballentine's Law Dictionary.**

**PUBLIC CORPORATION.** **Public corporations** are those which are exclusively instruments of the **public interest**. **Bouvier's 8<sup>th</sup>.** An artificial person...created for the administration of public affairs. Unlike a private corporation it has no protection against legislative acts altering or even repealing its charter. Instrumentalities created by state, formed and owned by it in public interest, supported in whole or in part by public funds, and governed by managers, deriving their authority from state. **Black's 6<sup>th</sup>.** See Note.



**PUBLIC DEBT.** That which is due or owing by the government. Bouvier's 6<sup>th</sup>.

**PUBLIC ENEMY.** This word, used in the singular number, designates a nation at war with the United States, and includes every member of such nation. To make a **public enemy**, the government of the foreign country must be at war with the United States; for a mob, howsoever numerous it may be, or robbers, whoever they may be, are never considered as a **public enemy**. Bouvier's 6<sup>th</sup>. See Note.

Note: Declared **public enemies** of the United States are, by definition, citizens of a foreign country/nation.

**PUBLIC LAW.** That branch or department of law which is concerned with the state in its political or sovereign capacity, including constitutional and administrative law, and with the definition, regulation, and enforcement of rights in cases where the state is regarded as the subject of the right or object of the duty,—including criminal law and criminal procedure,—and the law of the state, considered in its quasi-private personality, *i.e.* as capable of holding and exercising rights, or acquiring and dealing with property, in the character of an individual. Black's 1<sup>st</sup>. See Note.

Note: If the term "state" is meant to designate a "government" associated with a collective "body politic," it is a fictitious entity and therefore cannot be sovereign. In Juilliard v. Greenman, (1884) 110 U.S. 421, the Supreme Court states:

"Congress can exercise no power by virtue of any supposed inherent sovereignty in the General Government. Indeed, it may be doubted whether the power can be correctly said to appertain to sovereignty in any proper sense as an attribute of an independent political community. The power to commit violence, perpetrate injustice, take private property by force without compensation to the owner, and compel the receipt of promises to pay in place of money, may be exercised, as it often has been, by irresponsible authority, but it cannot be considered as belonging to a government founded upon law. But be that as it may, there is no such thing as a power of inherent sovereignty in the Government of the United States."

The fact that Black's states "the state in its...sovereign capacity" tacitly confirms that every man and woman is a state, as only a real being with free will can be sovereign.

**PUBLIC POLICY.** 1. Broadly, principles and standards regarded by the legislature or the courts as being of fundamental concern to the state and the whole of society. • Courts sometimes use the term to justify their decisions, as when declaring a contract void because it is "contrary to public policy." 2. More narrowly, the principle that a person should not do anything that would tend to injure the **public** at large. Black's 7<sup>th</sup>. Community common sense and common conscience, extended and applied throughout the state to matters of public morals, health, safety, welfare, and the like; it is that general and well-settled public opinion relating to man's plain, palpable duty to his fellowmen, having due regard to all circumstances of each particular relation and situation. Black's 6<sup>th</sup>. **Public policy** is manifested by public acts, legislative and judicial, and not by private opinion, however eminent.... It is said to be determined from legislative declarations, or, in their absence, from judicial decisions. Bouvier's 8<sup>th</sup>. See Note, **public law**.

Note: A general concept, taking in the whole of society considered as a single, abstract, collective entity, as contrasted with the same benevolent principles applied on behalf of individual members of society. The “**public**” cannot be harmed; only individual men and women can be harmed. Since *Erie Railroad v Tompkins* in 1938, shortly after the declared bankruptcy of the United States Government, we have had only **public policy**, not **public law**. The above definition from *Black’s 6<sup>th</sup>* (1990) cannot be found in *Black’s 4<sup>th</sup>* (1957), which was printed at the time the subject of **public policy** was being implemented and replacing **public law**. *I.e.* the switch has taken place and the institution of “**public policy**” is now entrenched. *E.g.* as well as the “UCLA School of Law” there is also a “UCLA School of **Public Policy** and Social Research.” Look around and see for yourself.

**PUBLIC PROPERTY.** That which is dedicated to the use of the **public**, and/or that over which the state has dominion and control. Thus the term may be used either to describe the use to which the property is put, or to describe the character of its ownership. *Barron’s 3<sup>rd</sup>*.

**PUBLIC VESSEL.** One owned and used by a nation or government for its **public service**, whether in its navy, its revenue service, or otherwise. *Black’s 6<sup>th</sup>*. See Note.

Note: Your corporately colored TRADE NAME may be construed as a **vessel**, a **public vessel**, and is used by the US Government in its revenue service and otherwise. See **vessel**.

**PURCHASE.** “Purchase” includes taking by sale, discount negotiation, mortgage, pledge, lien, issue or re-issue, gift, or any other voluntary transaction creating an interest in property. UCC 1-201(32). The term “**purchase**” includes any contract to **purchase** or otherwise acquire. Securities Exchange Act 3. See Note.

**PURCHASE MONEY SECURITY INTEREST.** A **secured interest** which is created when a buyer uses the money of the lender to make the purchase and immediately gives to the lender a **security interest**. UCC 9-107. *Compare security interest*. See Note.

Note: When you borrow to **purchase** a new automobile, the “**purchase money**” for the car comes from the lending bank. The lending bank is listed on the certificate of title as “Lien Holder.” This is a designation of the lending bank’s **purchase money security interest** in the car. The funny thing is, however, when a loan takes place at a Federal Reserve Member-bank “the money of the lender” does not come from the “lender”/bank; it comes from the borrower. Banks do not loan their own money; *i.e.* no account belonging to the bank is debited in the loan transaction. The banker does a banker’s acceptance of the borrower’s promissory note (cash) and “loans” it back to the “borrower” at interest:

“...What they [banks] do when they make loans is to accept promissory notes in exchange for credits to the borrowers’ transaction accounts....” *Modern Money Mechanics*, page 6, Federal Reserve Bank of Chicago, 1992.

**RANSOM.** (Heb. כֹּפֶר, *kofer*) The compensation required to avoid bodily punishment or to free oneself from an undesirable state or condition (Isa. 43:3). The term *kofer* is related to the Akkadian *kapāru* (“to wipe off”) or *kuppuru* (“to expiate”). The substitution for a penal

sum for corporal punishment was widespread in the ancient world. Thus, the Hittite Code provides for fixed damages for bodily harm; and the Bedouin, too, allowed for ransom as an alternative to blood vengeance. Except in the case of murder (Num. 35:31–34), the Israelites followed this practice too, though fixed sums do not seem to have existed in early times. Instead the principle of “measure for measure” was employed (Ex. 21:36; Lev. 24:18), together with specific standards for determining the compensation (Ex. 21:19; 22:16). Later, set amounts were established (Deut. 22:29), such as the “redemption” fees for those consecrated to YHWH (Lev. 27). To be distinguished from *kofer* in the sense of “ransom,” which is paid to an aggrieved party, is *kofer* in the sense of “bribe,” which is paid to a judge in the hope of influencing his decision (I Sam. 12:3; Amos 5:12). See also “Captives, Ransoming of. Encyclopaedia Judaica, 1972. *Compare redemption.*

**REAL PARTY IN INTEREST.** The person who will be entitled to benefits of a court action if successful; one who is actually and substantially **interested** in the subject matter, as opposed to one who has only a nominal, formal, or technical interest in or connection with it. Barron's 3<sup>rd</sup>. See **Real Party of Interest**.

**REAL PARTY OF INTEREST.** See Note.

Note: This term is not defined in law dictionaries, just as “Federal Reserve Notes” is not defined. Big Brother's operation cannot withstand the light of day, and so, must remain in the shadows. The **Real Party/Parties of Interest** are unknown. A **Real Party in Interest**, defined directly above, is merely an intermediate link in the chain. The actual boss is the **Real Party of Interest**.

**REBUTTABLE PRESUMPTION.** An ordinary **presumption** which must, as a matter of law, be made once certain facts have been proved, and which is thus said to establish a prima facie conclusion; it may be **rebutted** or overcome through the introduction of contrary evidence, but if it is not, it becomes conclusive. After **rebutting** evidence is introduced, under prevailing doctrine the competing facts are weighed on their own merits, without further reference to the **presumption**. Barron's 3<sup>rd</sup>. See also **disputable presumption, presumption, legal fiction**.

**RECORD.** “Record,” except as used in “for record,” “of record,” “record or legal title,” and “record owner,” means information that is inscribed on a tangible medium or which is stored in an electronic or other medium and is retrievable in perceivable form. UCC 9-102(a)(69).

**REDEEM.** [*< L redimere* buy back, re + *-imere* to buy, variant of *emere*, to purchase] To buy back. To free property or article from mortgage or pledge by paying the debt for which it stood as security. To repurchase in a literal sense; as, to **redeem** one's land from a tax-sale. It implies the existence of a debt and means to rid property of that encumbrance. Black's 6<sup>th</sup>.

**REDEMPTION.** Salvation from the states or circumstances that destroy the value of human existence or human existence itself. The word “redeemer” and its related terms “redeem” and “redemption” appear in the Bible some 130 times and are derived from two Hebrew roots: *pdh* (פדה) and *g'l* (גאל). Though used to describe divine activity as well, they arose in ordinary human affairs and it is in this context in which they must first be understood. *Pdh* is the more general of the two, with cognates\* of related meaning in Akkadian, Arabic, and Ethiopic. It belongs to the domain of commercial law, and refers to the payment of an equivalent for what is released or secured. The verb *pdh*, unlike *g'l*, indicates nothing about

the relation of the agent to the object of **redemption**, which in the Bible is always a person or another living being. Its usage does not differ in cultic activity from that of a normal commercial transaction. In both cases a person or an animal is released in return for money or an acceptable replacement (cf. Ex. 13:13; 34:20; Lev. 27:27; I Sam. 14:45 with Ex. 21:7-8; Lev. 19:20; Job 6:23). *G'* is more restricted in usage and does not appear to have cognates in other Semitic languages. It is connected with family law and reflects the Israelite conception of the importance of preserving the solidarity of the clan. The *go'el* ("redeemer") is the next of kin who acts to maintain the vitality of his extended family group by preventing any breaches from occurring in it. Thus he acquires the alienated property of his kinsman (Lev. 25:25) or purchases it when it is in danger of being lost to a stranger (cf. Jer. 32:6ff.).... While the Bible uses both *padah* and *ga'al* for **redemption**, the Talmud applies *padah* to ransom (see \* Ransom) and *ga'al* to **redemption**.... Encyclopaedia Judaica, 1972. See Note. Compare ransom. See **pay, payment**.

\* **COGNATE**. A person or thing related in origin.

Note: Per Encyclopaedia Judaica, the subject of **Redemption** belongs in the "domain of commercial law"; has to do with payment of an equivalent for "what is released or secured"; is essentially commercial in nature, even if "cultic" (religious, sacred), and wherein "a person or an animal is released in return for money or an acceptable substitute."

**REGISTER**. [*< L regere to rule; rex king*] To record formally and exactly; to enroll; to enter precisely in a list or the like. Black's 6<sup>th</sup>. See Note, **reify**.

Note: From the Latin, *regere to rule; rex king*. Essentially, to **register** is to "king-ify" or to "ruler-ify" oneself or one's property; *i.e.* to submit and place oneself/one's property in a position to be subjected/owned/controlled/regulated, thus facilitating taxation. "And it came to pass in those days, that there went out a decree from Caesar Augustus, that all the world should be taxed." Luke 2:1, Holy Bible (King James Version). Registration is the necessary step before taxation.

**REGISTERED**. Denoting cattle, horses, dogs, *etc.*, having pedigrees verified and filed by authorized associations of breeders. Webster's.

**REIF**. A robbery. Cowell. Black's 4<sup>th</sup>. See **reification, reify**.

**REIFICATION**. The embodiment of a right to the payment of money in an instrument so that transfer of the instrument transfers also the right. The term can also refer generally to the embodiment of any other property in a writing, which writing represents the property. Black's 6<sup>th</sup>. See **reif, reify**.

Note: What was once known as simple highway robbery, a **reif**, is now known as **reification**, or the "registration" of the property—in the juristic TRADE NAME of your straw man, of course. Consulting the words "**reif**" and "**reify**," one can see that government has given itself license to overtly rob and steal from its "subjects" (TRADE NAMES) under the euphemism "**reification**," another term for "registration" (per UCC 9-302, registration constitutes surrender of legal title to the property registered; an act which precludes the necessity for the registrar (agent for the secured-party government) to file a UCC Financing Statement against the registrant (debtor) to perfect the security interest in the property.

**REIFY.** [f. L *re(s)* thing + -(l)FY] *v.t.* to convert into or regard as a concrete thing: *to reify an abstract concept.* ACED. See Note, *reify*, Note at *register*.

Note: This term is essentially identical in concept with the word "register," literally translated means: to "king-ify," or "ruler-ify" oneself or one's property. The "abstract concept" that "*someone else can claim your body, labor, property, and wealth*" is converted into a reality when you/your property are/is *registered*, a phenomenon known as a *reify/robbery*. The fact of registration obviates the need for the registrar to file a financing statement against the registrant/debtor re the property in question.

**REMEDY.** "Remedy" means any remedial right to which an aggrieved party is entitled with or without resort to a tribunal. UCC 1-201(34). **Remedy** is the means by which the violation of a right is prevented, redressed, or compensated. Black's 1<sup>st</sup>. New. The purpose is to make it clear that both **remedy** and rights (as defined) include those remedial rights of "self help" which are among the most important bodies of rights under this Act, remedial rights being those which an aggrieved party can resort on his own motion. UCC 1-201(34). *Compare* rights. See excerpt from speech by Theodore Roosevelt at beginning of this book, **corporation sole**.

**REMITTER.** "Remitter" means a person who purchases an instrument from its issuer if the instrument is payable to an identified person other than the purchaser. UCC 3-103(11).

**RES.** Lat. In the civil law. A thing; an object. As a term of the law, this word has a very wide and extensive signification, including not only things which are objects of property, but also such as are not capable of individual ownership.... And in old English law it is said to have a general import, comprehending both corporeal and incorporeal things of whatever kind, nature, or species.... By "*res*," according to the modern civilians, is meant everything that may form an *object* of rights, in opposition to "*persona*," which is regarded as a *subject* of rights. "*Res*," therefore, in its general meaning, comprises *actions* of all kinds; while in its restricted sense it comprehends every object of right, except *actions*.... This has reference to the fundamental division of the Institutes, that all law relates either to *persons*, to *things*, or to *actions*.... In modern usage, the term is particularly applied to an object, subject matter, or *status*, considered as the defendant in an action, or as an object against which, directly, proceedings are taken. Thus, in a prize case\*, the captured vessel is "the *res*." And proceedings of this character are said to be *in rem*. (See *IN PERSONAM*, *IN REM*.) "*Res*" may also denote the action or proceeding, as when a cause, when not between adversary parties, is entitled "*In re* ———." Black's 1<sup>st</sup>. See Note, *in personam*, *in rem*.

\***PRIZE LAW.** The system of laws and rules applicable to the capture of prize\*\* at sea; its condemnation, rights of the captors, distribution of the proceeds, *etc.* Black's 1<sup>st</sup>.

\*\***PRIZE.** In admiralty law. A vessel or cargo, belonging to one of two belligerent powers, apprehended or forcibly captured at sea by a war vessel or privateer of the other belligerent, and claimed as enemy's property, and therefore liable to appropriation and condemnation under the laws of war. Black's 1<sup>st</sup>. *Compare* booty. See *vice admiralty courts*.

Note: Your straw man is a "vessel" under admiralty law, and also a prize in war (war was officially declared against American citizens by the US Government under FDR in the Amendatory Act of March 9, 1933 (a/k/a Emergency Banking Relief Act) to the Trading With the Enemy Act of October 6, 1917. Prize on land is called "booty."

**RES JUDICATA.** A matter adjudged; a thing judicially acted upon or decided; a thing or matter settled by judgment.... Black's 1<sup>st</sup>.

**RESIDENCE.** The act or fact of living or regularly staying at or in some place for the discharge of a debt or the enjoyment of a benefit." Merriam-Webster's Online Dictionary, 2002.

**RESOURCES.** Money or any property that can be converted to meet needs; means of raising money or supplies; capabilities of raising wealth or to supply necessary wants; available means or capability of any kind. Black's 6<sup>th</sup>. See Note.

Note: The government looks upon "Department of Health and Human **Resources**" as just that.

**RETAIL.** To sell by small parcels, and not in the gross. To sell in small quantities. Black's 1<sup>st</sup>. Compare **wholesale**.

**REVENUE.** As applied to the income of a government, this is a broad and general term, including all public monies which the state collects and receives, from whatever source, and in whatever manner. Black's 1<sup>st</sup>. See Note.

Note: Government income—**revenue**—is a "re-venue" of funds from the private **venue** into the public **venue**.

**REVENUE AGENT.** Any duly authorized Commonwealth Internal **Revenue Agent** of the Department of the Treasury of Puerto Rico. 27 CFR § 250.11. See Note below.

Note: The above is the only definition of "**Revenue Agent**" in all of the Code of Federal Regulations and elsewhere (Puerto Rico is a Commonwealth). The IRS is ensconced in a private trust (Puerto Rico Trust # 62) that operates out of Puerto Rico. A **Revenue Agent** is an unregistered foreign **agent** operating on American soil in violation of the Foreign **Agents** Registration Act of 1938. "Secretary of the Treasury" is an abbreviation of the actual title, "Secretary of the Treasury of Puerto Rico." See **Secretary, Internal Revenue Service**.

**REVISED ARTICLE 9.** [*Revised*] "**Article 9** governs any transaction that creates a security interest in personal property or fixtures by contract, consignments, agricultural liens, sales of accounts, chattel paper, payment intangibles, promissory notes and other UCC security interests. Section 9-109." William C. Smith, *ABA (American Bar Association) Journal*, August 2001, page 53.

**RIGHT(S).** "**Rights**" includes remedies. UCC 1-201(36). As a *noun*, and taken in a concrete sense, a **right** signifies a power, privilege, faculty, or demand, inherent in one person and incident upon another. "**Rights**" are defined generally as "powers of free action." And the primal **rights** pertaining to men are undoubtedly enjoyed by human beings purely as such, being grounded in personality, and existing antecedently to their recognition by positive law. But leaving the abstract moral sphere, and giving to the term a juristic content, a "**right**" is well defined as "a capacity residing in one man of controlling, with the assent and assistance of the state, the actions of others." Black's 1<sup>st</sup>. Compare **remedy**.



Note: **Rights** can only descend upon one in a corporate capacity and are inescapably linked with *remedy*. The concept of a remedy—the alter ego of a **right**—immediately involves corporate entities and officers, with the aggrieved party accessing his *rights*. Autonomous, sovereign beings neither have nor need “**rights**,” and a true sovereign neither relies on, nor draws from, nor hopes for the slightest shred of a **right**. Rather, a sovereign governs himself/herself without intervention of any party other than God, and exercises the power that inheres within him/her without compunction.<sup>57</sup> See **corporation sole**, quote from Theodore Roosevelt under “On Sovereigns” at the beginning of this book.

**ROMAN CIVIL LAW.** See Note.

Note: There are fundamentally only two kinds of **law** in human society: “**real law**,” of which original English common **law**, as well as commercial **law**, are particular cultural styles and developments, and “**Roman civil law**.” The latter is a perversion of the former. Common **law** and commercial **law**, as expressions of **real law** pertaining to free, sovereign people, are independent of organized governments. In common **law**, for instance, a king cannot access, without permission, the meanest commoner’s hovel, which is the source of the phrase: “A man’s home is his castle.” **Roman civil law** is the “**law**” of government rulers—kings, princes, emperors, dictators, *etc.* Over the centuries governments have usurped the forms, trappings, and genius of common **law** and commercial **law**, transmuting them into forms of **Roman civil law** as tools of rulership. The spirit of truth, fairness, and justice of **real law** have been stifled and distorted from their just intent into means to implement tyranny.

The principles of both **real law** and **Roman Civil Law** are simple. **Real law** is expression of two fundamental precepts:

- 1) Every man has free will and is therefore sovereign over himself and his own domain. A man is fully entitled to do whatever he wishes with his life except transgress against the similar inherent right of others. A man who damages another loses his sovereignty proportionate with that which is necessary to provide rectitude and recompense for the one wronged. In short: “Thou shalt not transgress against the rights of thy neighbor.”
- 2) All social intercourse, both express (written, bilateral) and implied (unwritten, ratified by acts not signature), is contract. Therefore, whatever contracts you enter into you are obligated to fulfill.

**Roman Civil Law** has but one principle:

“The will of the ruler has the force and effect of **law**.”

All human governments are necessarily some form of **Roman Civil Law**, because no basis in **real law** can exist for any “ruler” to “rule” (*i.e.* to usurp, enforced by force, the rights, options, or property of) another man. Also, the fact that all life is contract is the source of the timeless maxim of **law**: *Contract makes the law*. This maxim is found in virtually every culture, language, and legal system in the world. All **law**,

<sup>57</sup> Compunction: Anxiety arising from guilt.

both express and implied, is inherently contract. An express contract is formalized in writing, specifying the various rights and duties of the parties and all the terms and conditions upon which the parties agree, with the voluntary consent of each party indicated by his signature. An implied contract is ratified by act instead of signature. An implied contract is formed, for instance, when one goes into a restaurant and orders a meal. Although no written contract is signed, a contract is formed nonetheless by the act of ordering and consuming the meal, on the basis of which one non-verbally consents to pay for it.

**Roman Civil Law** functions chiefly by implied contract, ratified by the presumed "implied assent" of the "ruled" through: (1) omitting to assert and preserve their own rights and freedom vis-à-vis the ruler; (2) accepting "benefits" that the government offers, thereby incurring whatever obligations are contractually implied by the acceptance. The creditors of the bankrupt US Government operate against you via the presumption that they hold legal title of the property registered on the birth document/certificate, and thereafter the mirror-image TRADE NAME, and that it is an open-ended lien against your rights, property, and labor as security to pay on the national debt. Redemption of the birth certificate and TRADE NAME eliminates all other claims concerning each.

**SALE.** ...a "sale" consists in the passing of title from the seller to the buyer for a price (Section 2-401). A "present sale" means a sale which is accomplished by the making of the contract. UCC 2-106(1).

**SECRETARY.** The **Secretary** of the Treasury of Puerto Rico. 27 CFR § 250.11. Ratification of acts of President and **Secretary** of the Treasury under section 95a – "The actions, regulations, rules, licenses, orders and proclamations heretofore or hereafter taken, promulgated, made, or issued by the President of the United States or the **Secretary** of the Treasury since March 4, 1933, pursuant to the authority conferred by section 95a of this title, are approved and confirmed." 12 USC 95b. See Note, **Revenue Agent**.

Note: The title "**Secretary** of the Treasury" is an abbreviation of the actual title: "**Secretary** of the Treasury of Puerto Rico." IRS is domiciled in Puerto Rico under Puerto Rico Trust # 62, which makes **Secretary** of the Treasury of Puerto Rico, Paul H. O'Neill, Trustee thereof. **Secretary** of the Treasury is not a U.S. government employee. He is an unregistered foreign agent operating in America in violation of the **Foreign Agents** Registration Act of 1938, and is the receiver in bankruptcy (Reorganization Plan No. 26 (1950), Title 5 USC 903, Public Law 94-564, Legislative History, page 5967) for the U.S. Government on behalf of the Federal Reserve creditors, and the Governor of both World Bank and International Monetary Fund, which are headquartered in Washington, D.C. As is easily discernible from the second cite above from 12 USC 95b, **Secretary** of the Treasury is openly accorded equal status with the President of the United States re all "actions, regulations, rules, licenses, orders and proclamations," thus confirming the Secretary's receiver status over United States.

The Department of the Treasury's web site states that "The **Secretary** oversees the activities of the Department in...serving as the financial agent for the United States Government...." Treasury Department claims a number of "bureaus" through which the **Secretary** administers the Chapter 11 bankruptcy: Comptroller of the Currency; Federal Law Enforcement Training Center; Internal Revenue Service; United States

Secret Service; United States Customs Service; Bureau of Alcohol, Tobacco, and Firearms; Financial Crimes Enforcement Network (FINCEN); Treasury Forfeiture Fund; Bureau of the Public Debt; United States Mint; Financial Management Service; Bureau of Engraving and Printing; Office of Thrift Supervision; United States Savings Bonds Division; and Community Development Financial Institutions. Each bureau is assigned and engaged in its own "mission" (military objective) ascribed by the **Secretary** and openly publishes such. These bureaus and the personnel operating within them are unregistered foreign agencies and agents on American soil, also in violation of the Foreign Agents Registration Act of 1938. The identifier, "United States," is not a part of the official title for either "Department of the Treasury" or "**Secretary of the Treasury.**"

In the popular TV series "Mission: Impossible" (and in the movies by the same name), after "Mr. Phelps" (or his motion-picture counterpart) receives his instructions for the next "impossible mission," the voice announces "Your mission, should you decide to accept it,..." and later, in the event that Mr. Phelps or his Impossible Mission Team are caught, the admonishment: "the '**Secretary**' will disavow all knowledge of you and your team..." A mission (see **mission**) is "a specific task or objective assigned to a member of a military unit, or the unit itself." The **Secretary** is **Secretary** of the Treasury of Puerto Rico, a/k/a **Secretary** of the Treasury, presently Paul H. O'Neill, who runs the *de facto* military units under him in military-style "missions" with his Impossible Mission Force, a/k/a "IMF," a/k/a "International Monetary Fund" (of which O'Neill is governor); and also by managing each "IMF," *i.e.* "Individual Master File," in the Puerto Rico-based IRS, and of which there is one Individual Master File for every "citizen of the United States"-TRADE NAME with a Social Security Account Number printed on a Social Security card along with the straw man's all-capital-letters *nom de guerre* (war name, see *nom de guerre*, **Mark of the Beast**) TRADE NAME printed thereon. The Wizard has owned outright the United States Government since 1933, and has "owned" Hollywood, an indispensable resource in *achieving* the "Impossible Mission," since 1938.

**SECRETARY OF THE TREASURY.** See Note, **Secretary.**

Note: An abbreviated form of the actual title, "**Secretary of The Treasury of Puerto Rico.**"

**SECURED PARTY.** "**Secured party**" means any of the following: (A) A person in whose favor a security interest is created or provided for under a security agreement, whether or not any obligation to be **secured** is outstanding. (B) A person that holds an agricultural lien. (C) A consignor. (D) A person to which accounts, chattel paper, payment intangibles, or promissory notes have been sold. (E) A trustee, indenture trustee, agent, collateral agent, or other representative in whose favor a security interest or agricultural lien is created or provided for. (F) A person that holds a security interest arising under Section 2401, 2505, 4210, or 5118, or under subdivision (3) of Section 2711 or subdivision (5) of Section 10508. UCC 9-102(a)(72). A person or business that has a legal right to designated money and/or goods of another. WSUG.

**SECURITIES.** Stock certificates, bonds or other evidence of a **secured** indebtedness or of a right created in the holder to participate in the profits or assets distribution of a profit-making enterprise; more generally, written assurances for the return or payment of money; instruments giving to their legal holders right to money or other property. As such,

**securities** have value and are used in regular channels of commerce. The basic purpose of the sale of **securities** is to raise capital for business and government. Barron's 3<sup>rd</sup>.

**SECURITY AGREEMENT.** "Security agreement" means an agreement that creates or provides for a **security interest**. UCC 9-102(a)(73). An agreement granting a creditor a **security interest** in personal property, which **security interest** is normally perfected either by the creditor taking possession of the collateral or by filing financing statements in the proper public records. Black's 6<sup>th</sup>. See attach, security interest, fidelity bond, possessory lien.

**SECURITY INTEREST.** "**Security interest**" means an **interest** in personal property or fixtures which **secures** payment or performance of an obligation.... UCC 1-201(37)(a). **Interest** in property obtained pursuant to **security agreement**. Black's 6<sup>th</sup>. Lien created by an agreement. Bankruptcy Code § 101. The legal right of one party to take, possess, or use the pledged money and/or goods of a second party if the second party does not fulfill its obligation to the first party. WSUG. See attach, security agreement, perfection of security interest.

**SENATE DOCUMENT NO. 43, 73<sup>RD</sup> CONGRESS, 1<sup>ST</sup> SESSION.** (March 9 – June 16, 1933)  
"...The ownership of all property is in the State; individual so-called ownership is only by virtue of government, *i.e.* law amounting to mere user; and use must be in accordance with law and subordinate to the necessities of the State." See Note, "in this state," Conference of Governors, March 6, 1933.

Note: A likely source of the foregoing is Bernard M. Baruch, The Knickerbocker Press, Albany, N.Y., August 8, 1918:

"We are living in a highly organized state of socialism. The state is all; the individual is of importance only as he contributes to the welfare of the state. His property is only his as the state does not need it. He must hold his life and his possessions at the call of the state."

All objects and spaces, and tangible and intangible property, including "money," in America and most of the world, represent *debt*—that is, all such things that have not presently been claimed under the UCC by a *Redemptor* (sovereign). Non-sovereigns are "mere users" of everything they "own." Everything is "legally" owned by the State. If you do not believe this, just stop paying property taxes or automobile registration fees and see what happens. Read in the background of the annual renewal sticker (with the year printed on it) on the license plate of your car. It says "Official Use Only." The state holds a perfected security interest in your car because you chose to register it with the DMV [see UCC 9-303]. Basically, the state has the assets (title), and the "owner" has the liabilities (accountability for use)—unless, of course, the owner captures his or her straw man and sets things straight. If you examine the Vehicle Code of your state you will find that there is no code/law requiring registration of any automobile that is not used for the "transportation of persons or property for hire or compensation." Registration of an automobile with the Department of Motor Vehicles is legal identification of the character of the property, *i.e.* non-private, and is strictly voluntary.

**SEND.** "Send," in connection with a record or notification, means to do either of the following: (A) To deposit in the mail, deliver for transmission, or transmit by any other usual

means of communication, with postage or cost of transmission provided for, addressed to any address reasonable under the circumstances. (B) To cause the record or notification to be received within the time that it would have been received if properly sent under subparagraph (A). UCC 9-102(a)(74).

**SERVICEMARK.** A name, phrase, or other device used to identify and distinguish the services of a certain provider. • **Servicemarks** identify and afford protection to intangible things such as **services**, as distinguished from the protection already provided for **marks** affixed to tangible things such as goods and products. — Often shortened to **mark**. — Also spelled **service mark**; **service-mark**. Cf. TRADEMARK (1). Black's 7<sup>th</sup>. See Note. Compare trademark, mark.

**SETOFF, SET-OFF.** A debtor's right to reduce the amount of a debt by any sum the creditor owes the debtor; the counterbalancing sum owed by the creditor. Black's 7<sup>th</sup>. A counterclaim or cross-demand; a claim or demand which the defendant in an action **sets off** against the claim of the plaintiff, as being his due, whereby he may extinguish the plaintiff's demand, either in whole or in part, according to the amount of the **set-off**. **Set-off** is a defense which goes not to the justice of the plaintiff's demand, but **sets** up a demand against the plaintiff to counterbalance his in whole or in part. Black's 1<sup>st</sup>. See Note, **action, defendant**.

**SEVEN-POINT INSTRUMENTS.** See Note.

Note: In commercial law, any document or **instrument** (including legal briefs, securities, promissory notes, affidavits, and contracts) must contain **seven** (7) essential elements to be valid. If any of these elements is missing the paper is commercially defective, void, or expressly fraudulent. These essential elements are:

1. Accurate identification of the parties to the instrument, contract, or dispute.
2. Nature and content of the allegations or claims set forth with particularity.
3. Ledgering—accounting of the remedy or relief sought as recompense or compensation for specific wrongs or contractual violations or defaults.
4. Evidence of solvency—identification of the property sought/pledged as the stakes over which the dispute occurs, to be forfeited to the prevailing party to pay the debt/damage and satisfy the judgment.
5. Facts and law—specific laws violated and facts set in evidence by exhibit.
6. Certification—statement under oath by party asserting an allegation or claim that everything asserted is “true, correct, and complete,” whether criminal or civil.
7. Witnesses—third party certification substantiating the legal identity of the party executing the instrument (notary).

**SIGHT DRAFT.** A bill of exchange for the immediate payment of money. Barron's 3<sup>rd</sup>. A bill of exchange for the immediate collection of money. Black's 6<sup>th</sup>.

**SIGNATURE.** (a) A person is not liable on an instrument unless (1) the person signed the instrument, or (2) the person is represented by an agent or representative who signed the instrument and the signature is binding on the represented person under section 3402. (b) A signature may be made (1) manually or by means of a device or machine and (2) by the use of any name, including a trade or assumed name, or by a word, mark, or symbol executed or adopted by a person with present intention to authenticate a writing. UCC 3-401.

**SIGNED.** "Signed" includes any symbol executed or adopted by a party with present intention to authenticate a writing. UCC 1-201(39).

**SLAVE.** 1. A person who is wholly subject to the will of another; one who has no freedom of action, but whose person and services are wholly under the control of another. 2. One who is under the power of a master, and who belongs to him; so the master may sell and dispose of his person, of his industry, and of his labor, without his being able to do anything, have anything, or acquire anything, but what must belong to his master. Civ.Code La. 1838, art. 35. Black's 4<sup>th</sup>.

**SOFTWARE.** "Software" means a computer program and any supporting information provided in connection with a transaction relating to the program. The term does not include a computer program that is included in the definition of goods. UCC 9-102(a)(74).

**SOVEREIGN.** *n.* One who possesses supreme authority... F&W. *adj.* chief or highest; supreme; supreme in power; supreme in position to all others; independent of, and unlimited by, any other... Webster's Collegiate Dictionary, Fifth Edition, 1947. See Note.

Note: Possibly the best (and simplest) definition of what a **sovereign** actually is, is contained within the definition of the term "*sui juris*": "Of his own right; possessing full social and civil right; not under any legal disability, or the power of another, or guardianship." (Underline emphasis added) The unit of **sovereignty**, autonomy, and government is each free-will being. See *sui juris*, quote from Theodore Roosevelt under "On Sovereigns" at the beginning of this book.

**SOVEREIGN PEOPLE.** The political body consisting of the entire number of citizens and qualified electors, who, in their collective capacity, possess, the powers of sovereignty and exercise them through their chosen representatives. Manion v. State, 303 Mich.1, 5 N.W.2d, 527, 528. Black's 4<sup>th</sup>.

**SOVEREIGN POWER, OR SOVEREIGNTY.** That power in a state to which none other is superior or equal. Black's 1<sup>st</sup>. See Note.

**SOVEREIGNTY.** Supreme dominion, authority, or rule. Black's 7<sup>th</sup>. The possession power; supreme political authority; paramount control of the constitution and frame of government and its administration; the self-sufficient source of political power, from which all specific political powers are derived; the international independence of a state, combined with the right and power of regulating its internal affairs without foreign dictation; also a political society or state which is **sovereign** and independent. Black's 1<sup>st</sup>. "Congress can exercise no power by virtue of any supposed inherent **sovereignty** in the General Government. Indeed, it may be doubted whether the power can be correctly said to appertain to **sovereignty** in any proper sense as an attribute of an independent political community. The power to commit violence, perpetrate injustice, take private property by force without compensation to the owner, and compel the receipt of promises to pay in place of money,



may be exercised, as it often has been, by irresponsible authority, but it cannot be considered as belonging to a government founded upon law. But be that as it may, there is no such thing as a power of inherent **sovereignty** in the Government of the United States." Juilliard v. Greenman, 110 U.S. 421 (1884). See Note.

Note: Regaining personal **sovereignty** is a matter of: (1) taking complete legal control of the use of both your true name and TRADE NAME—each of which is an article of property—under the common law; and (2) contracting only with those with whom you desire to transact business upon receiving an appellation. See **appellation**.

**SPECIAL**. Relating to or designating a **species**, kind, or sort; designated for a particular purpose; confined to a particular purpose, object, person, or class. The opposite of general. Black's 1<sup>st</sup>. Compare **general**.

**SPECIAL APPEARANCE**. 1. A defendant's pleading that either claims that the court lacks personal jurisdiction over the defendant or objects to improper service of process. 2. A defendant's showing up in court for the sole purpose of contesting the court's assertion of personal jurisdiction over the defendant...." Black's 7<sup>th</sup>.

**SPECIE**. Coin of the precious metals, of a certain weight and fineness, and bearing the stamp of the government, denoting its value as currency. Black's 1<sup>st</sup>.

**STARE DECISIS**. *n.* [Latin "to stand by things decided"] The doctrine of precedent, under which it is necessary for a court to follow earlier judicial decisions when the same points arise again in litigation. Black's 7<sup>th</sup>.

**STATE**. "State" means a **state** of the United States, the District of Columbia, Puerto Rico, the United States Virgin Islands, or any territory or insular possession subject to the jurisdiction of the United States. UCC 9-102(a)(76). See Note.

Note: The above definition, as presented, is not inclusive of the 50 several **States**. Further, UCC 9-307(h) reads: "Location of United States. The United States is located in the District of Columbia."

**STATUTE**. An act of the legislature, adopted under its constitutional authority, by prescribed means and in certain form, so that it becomes the law governing conduct within its scope. **Statutes** are enacted to prescribe conduct, define crimes, create inferior government bodies, appropriate public monies, and in general to promote the public welfare. Barron's 3<sup>rd</sup>. Compare **civil law**, **common law**. See Note.

Note: **Statutory law** is concerned with persons (artificial) and their privileges, duties, and obligations re collective public/government welfare. It does not, and cannot, deal with sovereign men and women (people), unless, of course, such sovereigns "voluntarily" contract away their sovereignty.

**STRAMINEUS HOMO**. A man of straw, one of no substance, put forward as bail or surety. Black's 1<sup>st</sup>. See **straw man**.

**STRATOCRACY**. A military government; government by military chiefs of an army. Black's 6<sup>th</sup>.

**STRAW MAN or PARTY.** A “front”; a third party who is put up in name only to take part in a transaction. Nominal party to a transaction... Black’s 6<sup>th</sup>. The term is also used in commercial and property contexts when a transfer is made to a third party, the **straw man** [person], simply for the purpose of retransferring to the transferor in order to accomplish some other purpose not otherwise permitted. Barron’s 3<sup>rd</sup>. See Note, *stramineus homo*.

Note: The **straw man** is an artificial person (see **artificial person**) created by law shortly after one’s birth via registration of the biological property in a birth record/document/certificate, a document of title (see **birth certificate**), and the inscription on other documents thereafter of a “mirror image,” ALL-CAPITAL-LETTERS TRADE NAME (see **all-capital letters-written**). The **straw man** has a fictitious name (see **fictitious name**) written in a manner not provided for in the rules of English grammar (see **proper**). Your **straw man** has a *same-sounding* (see *idem sonans*) name as your true name, but is artificial and exists only “by force of or in contemplation of law” (see **person**). A **straw man** is a distinct legal entity (corporate) that benefits the creator (US Government) because the creator can then accomplish things in the name of the **straw man** that would not otherwise be permitted—e.g. secretly acquire property, do business with one’s enemies, etc. The people of the world have been politically and financially ravaged because they did not know of their alter ego\*, public-persona **straw man**. Bankrupt governments use such **straw men** for the purpose of siphoning wealth from otherwise sovereign men and women on behalf of their creditor, the Federal Reserve/IMF. After Redemption, the **straw-man** TRADE NAME can be used for your benefit, rather than your continued exploitation.

Under the UCC, our **straw man** is defined as, and serves as, a “transmitting utility” (see **transmitting utility**). The operators/controllers of the political/economic/industrial system have set it up so that the only way that flesh-and-blood men, women, and children can access the industrial goods and services of the nation is through a nominal third party, a front man, a dummy (see **dummy**), a public corporation of one (see **public corporation**), a corporately colored juristic person, a **straw man**, a *utility*—through which said goods and services may be *transmitted*. I.e. the only way one can acquire the goods and services of the nation is through the **straw man**. You cannot keep your body alive and survive in the world today without the industrial goods and services of the nation, so you are forced to interface through your **straw man** in order to partake of them. Because the **straw man** has no body, and because you are the one actually benefiting from the consumption/use of the industrial goods and services of the nation, and because, before Redemption, you do not hold title re your **straw man**, you are the one responsible for discharging the public liability associated with the “benefits” that you enjoy courtesy your **straw man**.

One “purpose not otherwise permitted” mentioned above is “*extraction of ‘income tax from a sovereign,’ i.e. you—something for which you would not otherwise give consent.* All “income” is “corporate income,” and the **straw man** is a dummy public corporation. Because the **straw man** is registered (birth certificate), and because you cannot work for another except via his labor license (Social Security card), and cannot have a bank account except through his serial number (Social Security Account Number), taxes are relatively easily monitored, assessed, and collected. All claims made against you, both civil and criminal, are instituted in your **straw man’s** TRADE NAME, which is held in custody by the State Registrar. Accordingly, upon

reaffirming legal title, you gain *capacity* to protect your interests so that others cannot come against you via your **straw man's** TRADE NAME and perfect a claim.

A **straw man** is a construct of law is a fictitious entity is a person is an artificial person is a juristic person is a dummy is a dummy corporation is a public corporation is a public vessel is a vessel is a transmitting utility is an employee is an individual is a citizen of the United States.

\*ALTER EGO. [L: literally, another I] 1. A second self. 2. An inseparable friend. ACED.

**STRICT FORECLOSURE.** A rare procedure that gives the mortgagee title to the mortgaged property — without first conducting a sale — after a defaulting mortgagor fails to pay the mortgage debt within a court-specified period. • The use of **strict foreclosure** is limited to special situations except in those few states that permit the remedy generally. Black's 7<sup>th</sup>. See Note.

Note: The above is a statutory definition, but **strict foreclosure** is also referenced in the UCC. A highly obscure term, this so-called "rare" procedure is the one that is used *every single time* by IRS and banks when conducting non-judicial **foreclosures** on homes and automobiles. The misdirection, "court-specified period," mentioned in the definition is a lame attempt at making the reader believe that the courts somehow have a hand in this; however, no court is involved in a **strict foreclosure**. The so-called *court-specified period* references only the *statutory* (not *contractual/commercial*) "redemption period," i.e. the period of time specified by a participating court, during which defaulting debtors may recover the property after foreclosure sales and tax sales by paying the outstanding debt/charges. Since courts are not involved in commercial **strict foreclosures**, its inclusion here is moot. **Strict foreclosures** are based on consensual contract and the terms are all agreed upon in advance, thus obviating potential disputes, as well as the need for any third-party arbiter. It is also the process used by a *Redemptor* for satisfaction of the commercial default (and failure to cure the default) of any absconding debtor who does business with the *Redemptor* through unauthorized use of the *Redemptor's* common-law-copyrighted TRADE NAME.

**SUI JURIS.** Lat. Of his own right; possessing full social and civil right; not under any legal disability, or the power of another, or guardianship. Black's 4<sup>th</sup>.

Note: The Legal masters of the World cannot have it both ways, and could not stop this one from slipping out. No one can be held accountable as a surety (for the TRADE NAME) without also being *sui juris* (sovereign). This defines what a sovereign is better than any other definition.

**SUMMARY.** Immediate; preemptory; off-hand; without a jury; provisional; statutory. Black's 1<sup>st</sup>.

**SUMMARY PROCEEDING.** Any **proceeding** by which a controversy is settled, case disposed of, or trial conducted, in a prompt and simple manner, without the aid of a jury, without presentment of indictment, or in other aspects out of the regular course of the common law. Black's 1<sup>st</sup>.

**SUM CERTAIN.** "Sum certain" is any amount that is settled, stated, or exact; re negotiable instruments: the sum must be ascertainable at the time the instrument is made and computable solely by examination of it; in commercial law, in order for an instrument to be negotiable, it must contain an unconditional promise to pay a sum certain. UCC 3-104(1)(b).

**SUPRA.** Lat. Above; upon. This word occurring by itself in a book refers the reader to a previous part of the book, like ante; it is also the initial word of several Latin phrases. Black's 4<sup>th</sup>.

**SUPRA PROTEST.** In mercantile law. A term applied to an acceptance of a bill by a third person, after protest for nonacceptance by the drawee. Black's 4<sup>th</sup>.

**SURETY.** 1. A person who is primarily liable for the payment of another's debt or the performance of another's obligation. • Although a surety is similar to an insurer, one important difference is that a surety often receives no compensation for assuming liability.... Black's 7<sup>th</sup>. One who has contracted himself to be answerable for the debt, default, or miscarriage of another. ACED. "Surety" includes guarantor. UCC1-201(40). A person who binds himself for the payment of a sum of money, or for the performance of something else, for another. Bouvier's 8<sup>th</sup>. A person who is primarily liable for the payment of another's debt or the performance of another's obligation. Black's 7<sup>th</sup>. One who undertakes to pay money or perform other acts in the event that his principal fails to do so; the surety is directly and immediately liable for the debt. Barron's 3<sup>rd</sup>. A surety is one who at the request of another, and for the purpose of securing to him a benefit, becomes responsible for the performance by the latter, of some act in favor of a third person, or hypothecates property as security therefor. Black's 1<sup>st</sup>. **Contracts.** 1. A person who binds himself for the payment of a sum of money or for the performance of something else, for another, who is already bound for the same. A surety differs from a guarantor, and the latter cannot be sued until after a suit against the principal. 2. The surety differs from bail in this, that the latter actually has, or is by law presumed to have, the custody of his principal, while the former has no control over him. The bail may surrender his principal in discharge of his obligation; the surety cannot be discharged by such surrender. Bouvier's 6<sup>th</sup>. See **voluntary surety, co-sureties, co-surety, suretyship, bail, guarantor, Note.**

**VOLUNTARY SURETY.** A surety who receives no consideration for the promise to act as a surety. Black's 7<sup>th</sup>.

**CO-SURETIES.** Joint sureties; two or more sureties to the same obligation. Black's 4<sup>th</sup>. See **surety, suretyship.**

**CO-SURETY.** A surety who shares the cost of performing suretyship obligations with another. Black's 7<sup>th</sup>. See **surety, suretyship.**

**Note:** You have unwittingly become, through various chicaneries, the surety for the straw man, "wholly brought into separate existence" ("birth") via registration of your biological "property" as described on your birth certificate. See **bail.**

**SURETYSHIP.** 1. The legal relation that arises when one party assumes liability for a debt, default, or other failing of a second party. • The liability of both parties begins simultaneously. In other words, under a contract of suretyship, a surety becomes a party to the principal obligation. 2. The lending of credit to aid a principal who does not have

sufficient credit. • The purpose is to guard against loss if the principal debtor were to default.

3. The position or status of a **surety**. Black's 7<sup>th</sup>. Contracts. 1. An accessory agreement by which a person binds himself for another already bound, either in whole or in part, as for his debt, default or miscarriage.... 4. The contract of **suretyship** may be entered into by all persons who are *sui juris*, and capable of entering into other contracts.... 7. Where the statute of frauds, 29 Car. II., c. 3, is in force, or its principles have been adopted, the contract of **suretyship** "to answer for the debt, default or miscarriage of another person," must be in writing, &c.... 8. The contract of **suretyship** is discharged and becomes extinct, 1st. Either by the terms of the contract itself. 2d. By the acts to which both the creditor and principal alone are parties. 3d. By the acts of the creditor and **sureties**. 4th. By fraud. 5th. By operation of law.... 10. – 2. The contract of **suretyship** becomes extinct or discharged by the acts of the principal and of the creditor without any act of the **surety**. This may be done, 1. By payment, by the principal. 2. By release of the principal. 3. By tender made by principal to the creditor. 4. By compromise. 5. By accord and satisfaction. 6. By novation\*. 7. By delegation. 8. By set-off. 9. By alteration of the contract.... 12. – 2. As the release of the principal discharges the obligation, the **surety** is also discharged by it.... 13. – 3. A lawful tender made by the principal or his authorized agent, to the creditor or his authorized agent, will discharge the **surety**.... 18. – 8. When the principal has a just set-off to the whole claim of the creditor, the **surety** is discharged.... 20. – 3. The contract is discharged by the acts of the creditor and **surety**, 1. By payment made by the **surety**. 2. By release of the **surety** by the creditor. 3. By compromise between them. 4. By accord and satisfaction. 5. By set-off.... 21. – 4. Fraud by the creditor in relation to the obligation of the **surety**, or by the debtor with the knowledge or assent of the creditor, will discharge the liability of the **surety**.... 22. – 5. The contract of **suretyship** is discharged by operation of law, 1. By confusion. 2. By prescription, or the act of limitations. 3. By bankruptcy.... 23. – 1. The contract of **suretyship** is discharged by confusion or merger of rights; as, where the obligee marries the obligor.... 24. – 2. The act of limitations or prescription is a perfect bar to a recovery against a **surety**, after a sufficient lapse of time, when the creditor was *sui juris* and of a capacity to sue.... 25. – 3. The discharge of the **surety** under the bankruptcy laws will put an end to his liability, unless otherwise provided for in the law.... 27. Co-**sureties** are in general bound *in solido*\*\* to pay the debt, when the principal fails, and if one be compelled to pay the whole, he may demand contribution from the rest, and recover from them their several proportions of their common liability in an action for money paid by him to their use. Bouvier's 6<sup>th</sup>.

**\*NOVATION.** The act of substituting for an old obligation a new one that either replaces an existing obligation with a new obligation or replaces an original party with a new party. Black's 7<sup>th</sup>.

**\*\*IN SOLIDO.** [Latin "as a whole"] (Of an obligation) creating joint and several liability. The term is used in civil-law jurisdictions such as Louisiana. — Also termed *in solidum*.

**INVOLUNTARY SURETYSHIP.** A **suretyship** that arises incidentally, when the chief object of the contract is to accomplish some other purpose. Black's 7<sup>th</sup>.

**SURETYSHIP BY OPERATION OF LAW.** A **suretyship** that the law creates when a third party promises a debtor to assume and pay the debt that the debtor owes to a creditor. Black's 7<sup>th</sup>.

**VOLUNTARY SURETYSHIP.** A **suretyship** in which the chief object of the contract is to make one party a surety. Black's 7<sup>th</sup>.

**SURNAME.** A name which is added to the Christian name, and which, in modern times, have become family names. 2. They are called **surnames**, because originally they were written over the name in judicial writings and contracts. They were and are still used for the purpose of distinguishing persons of the same name. They were taken from something attached to the persons assuming them, as John Carpenter, Joseph Black, Samuel Little, &c. Bouvier's 6<sup>th</sup>. The family name; the name over and above the Christian name. The part of the name which is not given in baptism; the name of a person which is derived from the common name of his parents. Black's 4<sup>th</sup>. See **name**.

**SURPLUS.** That which is left from a fund which has been appropriated for a particular purpose; the remainder of a thing; the overplus, the residue. Bouvier's 6<sup>th</sup>.

**TAX.** [*< ML taxare to tax, appraise, L to appraise, handle, tangere to touch*] a rate or sum of money assessed on a citizen's person, property, or activity for the support of a government levied upon real assets or real property (**property tax**), upon income derived from wages, *etc.* (**income tax**), or upon sale or purchase of goods (**sales tax**). Barron's 3<sup>rd</sup>. See **Note**, **census**, **census regalis**.

**Note:** Under the current debt-based system and commercial law, **tax**, **lien**, and **fine** are synonymous terms.

**TAX RETURN.** The form on which an individual, corporation or other entity reports income, deductions and exemptions and calculates their tax liability. A tax return is generally for a one year period, however, in some cases, the period may be less than a year. A federal tax return is filed with the Internal Revenue Service, and a state return is filed with the revenue department of the state. Black's 6<sup>th</sup>. See **Note**.

**Note:** It is called a "**return**" because a portion of the Federal Reserve Notes that have "come in" are sent back, restored, re-delivered—*i.e.* **returned**—to their lawful owner, the Federal Reserve Bank, in exchange for the privilege of their use. President Ronald Reagan's Private Sector Survey on Cost Control, on the subject of "income taxes," reported as follows:

"100% of what is collected is absorbed solely by interest on the Federal debt and by Federal Government contributions to transfer payments. In other words, all individual income tax revenues are gone before one nickel is spent on the services which taxpayers expect from their government."

*Grace Commission Report to the President, January 15, 1984*

**Note** that the two entities cited in the definition above are both corporate, artificial persons: an "individual" is a public corporation of one; a "corporation" is a corporation aggregate. This is why "officer of a corporation" is the only extraneous entity cited in Internal Revenue Code definition of "employee." See **individual**, **public corporation**, **artificial person**, **dummy**, **dummy corporation**, **employee**, **straw man**.



**TAXPAYER.** One who is subject to a **tax** on income, regardless of whether or not he or she pays the **tax**. Internal Revenue Code 7701(a)14. See Note, **census, census regalis, transmitting utility, individual, employee, employer.**

Note: Being a public corporation and an individual, the **TRADE NAME** is the "One who is subject to a **tax** on income..." but the straw man does not, indeed cannot, **pay the tax**. You, as the straw man's surety (see **surety**), **pay the tax** on its behalf.

**TENOR.** By the **tenor** of an instrument signifies the true meaning of the matter therein contained. Cowell. Bouvier's 8<sup>th</sup>.

**TITLE (1).** [**< ME variant of *titel*, OE *titul* < L *titul(us)* superscription, title**] *Law.* a legal right to the possession of property, esp. real property; the ground or evidence of such right; the instrument constituting evidence of such right; a unity combining all of the requisites of complete legal ownership. Also: ownership; a term used in property law to denote the composite of facts that will permit one to recover or to retain possession of a thing. Webster's. See Note.

Note: Your birth certificate is only a *certificate* of **title** re your straw man, and confirms only that the issuer of the certificate held the actual **title** at the time of registration (the issuer may have since assigned/sold/transferred the original birth document). You are the source, origin, and cause of the property registered in the birth certificate: the corporate, all-capital-letter **TRADE NAME** of your straw man. As its surety (see **surety**), you bear all liability for its misadventures in the public sphere, including being personally financially responsible for its "fair share" of the National Debt and any other penalties and charges associated with its name. You are also the only one referenced/identified on the *original birth document* (mother, father, place of birth, exact minute of birth, footprints, handprints, eye color, weight, height/length, blood type, etc.). Accordingly, you have the supreme claim re **title** of your birth certificate. To reclaim it and redeem it, all you need to do is speak up in the proper forum and in the proper manner. See **document of title**.

**TITLE (2).** The radical meaning of this word appears to be that of a mark, style, or designation; a distinctive appellation; the name by which anything is known. Thus, in the law of persons, a **title** is an appellation of dignity or distinction, a name denoting the social rank of the person bearing it; as "duke" or "count."... Black's 1<sup>st</sup>. See Note.

Note: The **title** "esquire," flaunted by most attorneys in America, is a **title** of nobility—the *granting of which is prohibited by the Constitution*—in the British class system of contemporary feudalism signifying status above the rank of "gentleman" and below the rank of "knight."

**TORT.** Wrong; injury; the opposite of right. So called, according to Lord Coke, because it is *wrested*, or crooked, being contrary to that which is right and straight.... In modern practice, **tort** is constantly used as an English word to denote a wrong or wrongful act, for which an action will lie, as distinguished from a *contract*.... A tort is a legal wrong committed upon the person or property independent of contract. It may be either (1) a direct invasion of some legal right of the individual; (2) the infraction of some public duty by which special damage accrues to the individual; (3) the violation of some private obligation by which like damage accrues to the individual. In the former case, no special damage is necessary to entitle the party to recover. In the two latter cases, such damage is necessary. See Note.

Note: "**Torts**" are a fabrication and a fraud. In order to keep judges from having criminal charges filed against them, a way of cheating on the rules was needed (in order to stay in business within the system) wherein a civil charge could be converted into a criminal charge, and vice versa. The solution was a third system of law within the courts called "**torts**." "**Tort**" means "a twisting." When words such as "accused of," "counts," and "fraud," appear in a civil complaint it is said to be "in the nature of a criminal process." Since it is in the nature of a criminal process, one can respectfully reserve the right to remain silent and not be a witness against himself. All interrogatories are thereby thwarted—there is no discovery—and the tort claim is killed. They must proceed criminally with a jury trial—and it's all over because it isn't simple for them anymore and it's no longer profitable. That's how **tort** claims are stopped.

**TRADE-NAME.** A trade-name is a name which by user and reputation has acquired the property of indicating that a certain trade or occupation is carried on by a particular person. The name may be that of a person, place, or thing, or it may be what is called a "fancy name," (*i.e.* a name having no sense as applied to the particular trade,) or word invented for the occasion, and having no sense at all. Seb. Trade-Marks, 37 Sweet. Black's 1<sup>st</sup>. See Note.

Note: Any alphabetical variant of someone's true name set forth in ALL-CAPITAL LETTER/abbreviated format so as to express an *idem sonans* legal construct that signifies a juristic person, a corporate entity, as well as any other type of artificial contrivance such as a corporation, trust, partnership, "doing business as (dba)," and the like. A **TRADE NAME** functions as a "transmitting utility" in commerce for and on behalf of the man/woman. In accordance with the "Law of the Flag," a **TRADE NAME** is artificial, abstract, and corporate in nature while a man has physical existence. **TRADE NAMES** are not the equivalent of the man/woman on whose behalf the **TRADE NAME** functions as a flag, transmitting utility, proprietary trademark, etc.

**TRADEMARK.** *n.* 1. A word, phrase, logo, or other graphic symbol used by a manufacturer or seller to distinguish its product or products from those of others. • The main purpose of a **trademark** is to guarantee a product's genuineness. In effect, the **trademark** is the commercial substitute for one's signature.... In its broadest sense, the term **trademark** includes a servicemark. – Often shortened to **mark**.... Black's 7<sup>th</sup>. Compare **servicemark**.

**TRADING WITH THE ENEMY ACT OF OCTOBER 6, 1917.** (H.R. 4960, Public, No. 91) "...(b) During time of war or during any other period of national emergency declared by the President, the President may, through any agency that he may designate, or otherwise, investigate, regulate, or prohibit, under such rules and regulations as he may prescribe, by means of licenses or otherwise, any transactions in foreign exchange, transfers of credit between or payments by banking institutions as defined by the President, and export, hoarding, melting, or earmarking of gold or silver coin or bullion or currency, by any person within the United States or any place subject to the jurisdiction thereof; and the President may require any person engaged in any transaction referred to in this subdivision to furnish under oath, complete information relative thereto, including the production of any books of account, contracts, letters or other papers, in connection therewith in the custody or control of such person, either before or after such transaction is completed...." and "(c) Such other individuals, or body or class of individuals, as may be natives, citizens, or subjects of any

nation with which the United States is at war, other than citizens of the United States, wherever resident or wherever doing business, as the President, if he shall find the safety of the United States or the successful prosecution of the war shall so require, may, by proclamation, include within the term 'enemy'." [Underline emphasis added.] See Note.

Note: A Government's tactic of fostering emergencies and stepping in as hero to extricate the people from the "difficulty" by dramatically increasing state power is as old as governments themselves. The U.S. bankruptcy occurring in 1861 placed the country under Emergency War Powers (12 Stat 319), which has never been repealed and exists in Title 50 United States Code (USC) §§212, 213, 215, Appendix 16, 26 Code of Federal Regulations (CFR) Chapter 1 § 303.1-6(a), and 31 CFR Chapter 5 § 500.701 Penalties. The "Civil War" was not fought over slavery, but over private bank control of America. On **October 6, 1917**, the United States passed the **Trading With the Enemy Act** (H.R. 4960, Public Law 91), granting itself extraordinary additional powers under the cover of WWI.

On March 9, 1933, just after Roosevelt's Inauguration, Congress passed the Amendatory Act (48 Stat. 1) to the **Trading With the Enemy Act**, at a time when the United States was not in a shooting war with any foreign foe (Government had become an administration for the creditors in bankruptcy). The amended version provided legal justification for dramatic increases in the power, scope, and authority of the U.S. Government (now owned by, and an administrative agency of, the Federal Reserve/IMF bankers). Aspects of such increase are:

The President became "King" via Section 1 of Title I of the Act:

"The actions, regulations, rules, licenses, orders and proclamations heretofore or hereinafter taken, promulgated, made, or issued by the President of the United States or the Secretary of the Treasury, pursuant to the authority conferred by subdivision (b) of section 5 of the **Act of October 6, 1917**, as amended, are hereby approved and confirmed.

This means that anything the President wants to do is "approved and confirmed" automatically, *in advance* (i.e. "hereinafter") and backed by the full force, effect, and power of the "Government." Title 12 USC 95(a) states in part:

"(a) In order to provide for the safer and more effective operation of the National Banking System and the Federal Reserve System [indicating that the President acts for, on behalf of, and under the direction of the Federal Reserve]...during such emergency period as the President of the United States by proclamation may prescribe,..."

Every President since Roosevelt has reaffirmed the "national emergency" and issued "Executive Orders" under 12 USC 95(a), and continued the "reorganization" of the country in favor of the Federal Reserve/IMF bankers. Since March 18, 1968, 31 USC 5112 (84 Stat. 1769; 1970) and 31 USC 5119, FRNs have not been redeemable in silver. In 1971-1973 President Nixon declared total international bankruptcy, rendering private Federal Reserve "Notes" unredeemable, non-negotiable ("floating") pieces of paper as

a medium of exchange. These Notes are listed in 26 USC 165(g) as "worthless securities."

The original **Trading With the Enemy Act** *excluded* citizens of the United States from being treated as the enemy when involved in transactions wholly within the United States. The Amendatory Act of March 9, 1933, however, included the people of the United States as the enemy by inserting the following:

"...by any person within the United States or any place subject to the jurisdiction thereof;..." Chapter 1, Title 1, Section 1(b).

By operation of law, all *persons* ("citizens of the United States") involved in monetary transactions "within the United States" became official enemies of the U.S. Government and, as such, required a license for almost every type of commercial activity imaginable. The fact that sovereign Americans do not qualify as "*persons within the United States,*" and hence are not subjects of the legislation, was not explained for them by the U.S. Government in 1933, nor anytime thereafter (and never will be).

**TRADING WITH THE ENEMY.** The federal offense of carrying on commerce with a nation or with a subject or ally of a nation with which the United States is at war. Black's 7<sup>th</sup>. See mark, marque, **Mark of the Beast**.

**TRANSMIT.** [ME *transmitte* < L *transmitte(re)* (to) send across, equiv. to *trans-* TRANS- + *mittere* to send] *v.t.* to convey or pass along (an impulse, force, motion, *etc.*). Webster's. See convey.

**TRANSFERRED FOR VALUE.** See UCC 3-303, Value and Consideration.

**TRANSMITTING UTILITY.** "Transmitting utility" means a means a person primarily engaged in the business of any of the following: (A) Operating a railroad, subway, street railway, or trolley bus. (B) **Transmitting** communications electrically, electromagnetically, or by light. (C) **Transmitting** goods by pipeline or sewer. (D) **Transmitting** or producing and **transmitting** electricity, steam, gas, or water. UCC 9-102(a)(80). Filing office for **transmitting utilities**. The office in which to file a financing statement to perfect a security interest in collateral, including fixtures, of a **transmitting utility**, is the office of is the office of the Secretary of State.... UCC 9-501(b). **Transmitting Utility** financing statement. If a debtor is a **transmitting utility** and a filed financing statement so indicates, the financing statement is effective until a termination statement is filed. UCC 9-515(f). See Note, **transmit, utility**.

Note: We all use, in some degree, electricity, steam, gas, water, telephone service, sewer service, *etc.* in our life. The bills for these services come in the **TRADE NAME** of our straw man, but we are the ones who must pay. These services are accessed—*i.e.* "transmitted"—by virtue of the straw man **TRADE NAME**, in whose all-capital letters-written fictitious name we have a nexus with the public venue. Your straw man interfaces between you and the public industrial society. He **transmits** on your behalf from the public venue into the private venue, all manner of services that are available only from the public venue via artificial-person **TRADE NAMES**, *i.e.* straw men whose names appear in all-capital letters. The term "**utility**" in patent

law means: "Industrial value; the capability of being so applied in practical affairs as to prove advantageous in the ordinary pursuits in life, or add to the enjoyment of mankind." Flesh-and-blood men and women can enjoy value from the industrial community that is conveyed/sent/transferred/**transmitted** for their use by a **transmitting utility**. The proper venue for filing when the debtor is a **transmitting utility**, including fixtures (goods intimately related with real property), is the office of the secretary of state per both *Revised Article 9 UCC 9-501* and *Previous Article 9 UCC 9-401(5)*—and *not* the county recorder's office, as with all other types of debtor filings. However, anyone with real estate holding should also file a financing statement in the office of the county recorder/clerk wherein the real estate is located. Also, there is nothing prohibiting anyone from re-filing/recording such filing in the office of the county clerk/recorder if desired. Under *Revised Article 9* the location of the debtor, not the collateral, is the proper jurisdiction for almost all filings, but in case of any doubt, a filing could be filed in any jurisdiction where collateral is located, as well. Per *Revised Article 9 UCC 9-307* individual debtors are considered located at the individual's residence; corporations and limited partnerships are located in their state of organization. The **transmitting utility** filing is also permanent per both *Revised Article 9 UCC 9-515(f)* and *Previous Article 9 UCC 9-403(6)* and need not be renewed every five years like other types of filings—more evidence that this route constitutes *remedy*. See **straw man**.

**TRAVERSE.** In the language of pleading, a **traverse** signifies a denial. Thus, where a defendant denies any material allegations of fact in the plaintiff's declaration, he is said to **traverse** it, and the plea itself is thence frequently termed a "**traverse**."... Black's 1<sup>st</sup>. See **traverser**.

**TRAVERSER.** In pleading. One who **traverses** or denies. A prisoner or party indicted; so called from his **traversing** the indictment.

**TRUE.** Conformable to fact; correct; exact; actual; genuine; honest. In one sense, that only is "**true**" which is conformable to the actual state of things. In that sense a statement is "**untrue**" which does not express things exactly as they are. But in another and broader sense the word "**true**" as a synonym of "honest," "sincere," not "fraudulent." Black's 1<sup>st</sup>.

**TRUE BILL.** In criminal practice. The indorsement made by a grand jury upon a bill of indictment, when they find it sustained by the evidence laid before them, and are satisfied with the truth of the accusation. 4 Bl. Comm. 306. Black's 1<sup>st</sup>. See Note.

Note: A **true bill**, both in criminal practice and in commerce is a ledgering, a bookkeeping/accounting, with every entry established via affidavit certified and sworn on the responsible party's commercial liability as **true**, correct, and complete, and always contains and is characterized by a one-to-one correspondence between items/services purchased and offenses committed and the corresponding debt owed. This commercial relationship is what is known as "just compensation" (Fifth Article of Amendment of the Constitution). In the relationship between the Government and the American people, a **true bill** is called a warrant (Fourth Article of Amendment of the Constitution), and the direct taking of property by legislative act (e.g. by the Federal Reserve's Internal Revenue Code) is called a "**Bill of Pains and Penalties**" (Constitution, Article I, Section 10, Clause 1, and Article I, Section 9, Clause 3—"Bill of Attainder").

**TRUE NAME.** When a defendant is indicted or prosecuted by a fictitious or erroneous name, and in any stage of the proceedings his **true name** is discovered, it must be inserted in the subsequent proceedings, referring to the fact of his being charged by the **name** mentioned in the indictment or information. Oklahoma Statutes, Chapter 22, § 403. "17b If you checked the 'Yes' box in line 17a, give applicant's **true name** and **trade name**, if different than **name** shown on prior application." Internal Revenue Service Form SS-4 (Rev. April 1991), *Application for Employer Identification Number*. "2. PLEASE TELL US ABOUT YOURSELF: Use your **true full name**..." California Department of Motor Vehicles Form DL 44 (REV. 8/2000), DRIVER LICENSE OR IDENTIFICATION CARD APPLICATION. See Note, **legal fiction**. *Compare fictitious name*.

Note: The term, "**true name**," is used whenever such inclusion may benefit actors in government, but is not specifically defined as such in the law dictionaries that government actors draw from. Defined in Black's 4<sup>th</sup> within the definition of another term, "**fictitious name**" (see **fictitious name**). Per the rules of English grammar and the prescriptions of law, only initial letters of the **name** of men/women (a proper noun) are capitalized. The combination of one's Christian/given **name(s)**, plus one's family **name/surname**, when written in this manner, constitutes one's **true name**. Newspapers, when naming defendants and those convicted of a crime, always properly state the **true name** (in proper English) of the targeted party. "**Names**" falling outside the rules of English grammar are artificial constructs and exist only "by force of or in contemplation of law," *i.e.* are corporate/corporately colored. Governmental/judicial use of an all-caps spelling is a presumption irrespective of the facts (see **legal fiction**). A **true name**, like a **TRADE NAME**, is property, and can be copyrighted. "Appellation" is a superior concept re both **true name** and **TRADE NAME**, and must be grasped to enjoy sovereignty.

**TRUST FUND.** The property held in a trust by a trustee. Black's 7<sup>th</sup>.

**TRUST-FUND DOCTRINE.** The principle that the assets of an insolvent company, including paid and unpaid subscriptions to the capital stock, are held as a trust fund to which the company's creditors may look for payment of their claims." Black's 7<sup>th</sup>.

**TRUTH IN LENDING ACT.** "This regulation, known as Regulation Z, is issued by the Board of Governors of the Federal Reserve System to implement the **Federal Truth in Lending Act**, which is contained in title 1 of the Consumer Credit Protection Act as amended (15 U.S.C. 1601 *et seq.*).... The consumer may exercise the right to rescind until midnight of the third business day following consummation, delivery of the notice required by paragraph (b) of this section, or delivery of all material disclosures, whichever occurs last...." Title 12 Code of Federal Regulations Chapter II (I-1-98 Edition) PART 226—**TRUTH IN LENDING (REGULATION Z)**.

**UCC.** Uniform Commercial Code.

**UCC § 1-103. Supplementary General Principles of Law Applicable.** Unless displaced by the particular provisions of this code, the principles of law and equity, including the law merchant and the law relative to capacity to contract, principal and agent, estoppel, fraud, misrepresentation, duress, coercion, mistake, bankruptcy, or other validating or invalidating cause shall supplement its provisions.



**UCC § 1-104. Construction Against Implicit Repeal.** This code being a general act intended as a unified coverage of its subject matter, no part of it shall be deemed to be impliedly repealed by subsequent legislation if such construction can reasonably be avoided. UCC. See Note.

Note: Nothing in the **UCC** has ever been repealed, nor can it ever be. In the event of conflict between a deleted section and a current section, the deleted section controls. If this is examined one will see that it cannot be any other way. Potentially countless commercial transactions can be consummated based on the current **UCC** at any given time. To "cancel" any portion of the **UCC** at a later point is to throw into upheaval and chaos all commercial agreements that were based on the deleted portion, an act that would carry unimaginably astronomical liability for any of the actors who attempted to effect such change.

**ULTRA VIRES.** Unauthorized; beyond the scope of power allowed or granted by a corporate charter or by law. Black's 7<sup>th</sup>.

**UNIFORM COMMERCIAL CODE (UCC).** One of the **Uniform Laws** drafted by the National Conference of Commissioners on Uniform State Laws and the American Law Institute governing commercial transactions (including sales and leasing of goods, transfer of funds, commercial paper, bank deposits and collections, letters of credit, bulk transfers, warehouse receipts, bills of lading, investment securities, and secured transactions). The **UCC** has been adopted in whole or substantially by all states. Black's 6<sup>th</sup>. A code of laws governing various **commercial** transactions, including the sale of goods, banking transactions, secured transactions in personal property, and other matters, that was designed to bring **uniformity** in these areas to the laws of the various states, and that has been adopted, with some modifications, in all states, as well as in the District of Columbia and in the Virgin Islands. Barron's 3<sup>rd</sup>. Unless displaced by the particular provisions of this code, the principles of law and equity, including the law merchant and the law relative to capacity to contract, principal and agent, estoppel, fraud, misrepresentation, duress, coercion, mistake, bankruptcy, or other validating or invalidating cause shall supplement its provisions. UCC 1-103. See Note.

Note: To paraphrase the third definition above, the **UCC** is the supreme codified law on the planet, and all other forms of law are encompassed by it and included in it. Pennsylvania was the first state to adopt the **UCC** (July 1, 1954), and Louisiana the last (January 1, 1975).

**UNITED STATES (U.S., US).** "**United States**" means— (A) a federal corporation... 28 USC § 3002(15), Ch. 176. It is clear that the **United States**...is a corporation... 534 FEDERAL SUPPLEMENT 724. The **United States** of America is a corporation endowed with the capacity to sue and be sued, to convey and receive property. 1 Marsh Dec. 177, 181. Bouvier's Law Dictionary, Fifth Edition. This term has several meanings. It may be merely the name of a sovereign occupying the position analogous to that of other sovereigns in family of nations, it may designate territory over which sovereignty of **United States** extends, or it may be collective name of the **states** which are **united** by and under the Constitution. Black's 6<sup>th</sup>. The **United States** Government is a Foreign Corporation with respect to a State. 19 *Corpus Juris Secundum* § 884, In re: Merriam's Estate, 36 N.Y. 505, 141 N.Y. 479, Affirmed in U.S. v. Perkins 163 U.S. 625. "What is included in terms '**United States**' and '**Possessions of United States**,'—Hawaii and Alaska are included in the term '**United States**.' Porto Rico, the Virgin Islands of the **United States**, the Philippine

Archipelago, Guam, Tutuila and Manua and other islands of the Samoan group east of longitude 171° west of Greenwich, and the Canal Zone are included in the term 'Possessions of **United States**...' UNITED STATES OFFICIAL POSTAL GUIDE, JULY 1929. "The Code has become one of the **United States's** important exports: ..." The ABC's of the UCC, by Russell A Hakes (2000). See Note, **District of Columbia**, "in this state," **bankruptcy**. *Compare United States of America*.

Note: It is well settled that "**United States**" *et al* is a corporation, originally incorporated February 21, 1871 under the name "District of Columbia," 16 Stat. 419 Chap. 62 (reorganized June 11, 1878); a bankrupt organization per House Joint Resolution 192 of June 5, 1933, Senate Report 93-549, and Executive Orders 6072, 6102, 6111, and 6246; a *de facto* (see *de facto*) government; originally the 10-square miles tract ceded by Maryland and Virginia and comprising Washington, D.C., plus the possessions, territories, forts, docks, and arsenals (tract from Virginia was retroceded in 1846). It is also abundantly clear that, in postal matters, the term, **United States**, is a political entity distinct from the 50 freely associated compact **States** (the several **States**) of the Union. From the last cite in the definition above, one can also see that **United States** is a singular proper noun. Just as corporate *General Motors* is not plural, neither is corporate **United States**. For a corporate history of "**United States, Inc.**" see "Demise of the American Constitutional Republic" in *Appendix*.

**UNITED STATES CODE (USC)**. A multi-volume published codification of federal statutory law. • In a citation, it is abbreviated as **USC**, as in 42 **USC** § 1983. Black's 7<sup>th</sup>.

**UNITED STATES NOTES**. Promissory notes, resembling bank-notes, issued by the government of the **United States**. Black's 6<sup>th</sup>. *Compare Federal Reserve Notes* See Note.

Note: The last president to print **United States Notes** was JFK. Lincoln, Garfield, McKinley, and Kennedy were assassinated for the same reason: they were making significant changes in the monetary system. Assassinations were attempted on other presidents by the same people for the same reason, but were unsuccessful.

**UNITED STATES OF AMERICA (U.S.A., USA)**. The republic whose organic law is the constitution adopted by the people of the thirteen **states** that declared their independence of the government of Great Britain on the fourth day of July, 1776.... If the nation comes down from its position of sovereignty and enters the domain of commerce, it submits itself to the same laws of commerce that govern individuals therein. It assumes the position of ordinary citizen and it cannot recede from the fulfillment of its obligations. Bouvier's 8<sup>th</sup>. A federal republic formed after the War of Independence and made up of 48 conterminous\* **states**, plus the **state** of Alaska and the District of Columbia in North America, plus the state of Hawaii in the Pacific. Black's 7<sup>th</sup>. "Of or pertaining to, or founded upon and organized by a compact or act of union between separate sovereign **states**, as (1) by a league for common interest and defense as regards external relations, the internal sovereignty of each member remaining unimpaired, as the Hanseatic League or the German Confederation; or (2) by a permanent act of union founded on the consent of the people duly expressed, constituting a government supreme within the sphere of the powers granted to it by that act of union, as the **United States of America**. — The constitution of the **United States of America** is of a very different nature than that of the German Confederation. It is not merely a league of sovereign **States** for their common defence against external and internal violence, but a supreme *federal* government or compositive

**State**, acting not only upon the sovereign members of the Union, but directly upon all its citizens in their individual and corporate capacities. WHEATON *Elements International Law* § 52, p. 78 [L. B. & CO. '66] — From 1776 to 1789 the **United States** were a confederation; after 1789 it was a *federal* nation." Excerpted from the definition of **federal** in: A Standard Dictionary of the English Language, Funk & Wagnalls Company, 1903. *Compare United States, District of Columbia.* See Note, **Clearfield Trust Doctrine**.

\***CONTERMINOUS**. *Adj.* 1. Sharing a common boundary. 2. Enclosed within a common boundary. Black's 7<sup>th</sup>.

Note: Notice that the 1903 Funk & Wagnalls affirms that the term, "**United States**," was a plural designation between 1776 and 1789, but that after 1789 it was singular.

**USC**. See **United States Code**.

**UTILITY**. [ME *utilite* < OF *utelite* < L *utilitat-* (s. of *utilitas*), equiv. to *util(is)* useful... + *-itat* -ITY] something useful; a useful thing. Webster's. "**Utility** is said to be absence of frivolity and mischievousness, and **utility** for some beneficial purpose; Rob. Pat. § 339; and the degree of **utility** is not material; Gibbs vs. Hoefner, 19 Fed. 323." Bouvier's 8<sup>th</sup>. See **transmitting utility**.

**VALUE**. [< L *valere*, to be worth] equivalent worth or return in money, material, services, etc. Webster's. "(44)...a person gives "**value**" for rights if he or she acquires them in any of the following ways: (a) In return for a binding commitment to extend credit or for the extension of immediately available credit whether or not drawn upon and whether or not a chargeback is provided for in the event of difficulties in collection. (b) As security for, or in total or partial satisfaction of, a preexisting claim. (c) By accepting delivery pursuant to a preexisting contract for purchase, (d) Generally, in return for any consideration sufficient to support a simple contract." UCC 1-201(44). (a) An instrument is issued or transferred for **value** if any of the following apply...(3) The instrument is issued or transferred...as security for, an antecedent claim against any person... UCC 3-303(a)(3). See Note.

Note: A necessary provision of law is "remedy" (see **remedy**). The operation of "Acceptance For **Value**" is, by deduction, **remedy**. When you file a UCC Financing Statement and redeem your original birth document and claim the straw man's TRADE NAME no one can dispute/challenge the claim, and title passes. You have, by definition, the supreme right to reclaim title of the birth-certificate straw man and TRADE NAME—over all others—because its very existence is derived entirely from you, thereby evidencing **value**. In fact, every one of the above definitions applies directly in the case of you and your TRADE NAME. A good exercise would be to work through all the definitions until you understand how the **value** aspect applies; sub-paragraphs "(a)," "(b)," and "(c)" of the sample Private Agreement offered herein are taken directly from the above definitions of **value**. Once you fully understand how you *have given*, and *continue to give*, **value** you will know how you acquired your rights, and you will also achieve an unshakable certainty of your true standing in the societal scheme of things. The fact that you have "given **value**" is confirmed and tacitly acknowledged and validated by government in its silence and registration of the UCC Financing Statement. Among other things: "The instrument [your birth document] is...transferred [redeemed by you]...as security for, an antecedent claim against any person [your TRADE NAME]" based on your preexisting claim. See **acceptance by silence, remedy, presumption**.

**VEHICLE.** That in or on which persons, goods, *etc.* may be carried from one place to another, especially along the ground.... That which is used as an instrument of conveyance, transmission or communication. Term refers to every device in, upon or by which a person or property is or may be transported upon a highway.... Black's 6<sup>th</sup>. See Note.

Note: Per the above definition, a transmitting utility is a straw man is a **vehicle**. Another definition of **vehicle** is "inland vessel in admiralty." See **vessel, admiralty**.

**VESSEL.** ...the term "**vessel**," in admiralty law, is not limited to ships or **vessels** engaged in commerce. Black's 6<sup>th</sup>. See Note, *res*.

Note: In admiralty, names of **vessels** are designated in all-capital letters. Whenever you appear in any public forum it is always via your straw man, your all-capital-letters **vessel**, much like an officer stands on the bridge of his ship and sails it into port. All law is now admiralty/maritime and you can no longer go into court as a man/woman, only by "sailing your **vessel**" into the jurisdiction of the court. Everyone speaks from his/her **vessel**, with one **vessel**-officer transacting with another. Each is trying to get the other officer to recognize the condition of his/her **vessel**; *i.e.* its registration. If a **vessel** is unregistered on the high seas in time of war it is presumed/assumed to be a pirate **vessel** to be confiscated and investigated. If the **vessel** is registered, the exact issue is with which public entity is it registered? Your straw man is a transmitting utility is a **vessel** is an inland **vessel** in admiralty is a public **vessel** is a vehicle. In times of war (now) neutral **vessels** (TRADE NAMES) require passports. See **public vessel, passport**.

**VICE-ADMIRALTY COURTS.** In English law. Courts established in the queen's possessions beyond the seas, with jurisdiction over maritime causes, including those relating to prize. See Note, **prize, prize law, booty**.

Note: All courts in America are **vice-admiralty courts** in the Crown's private commerce. See Note **barratry**.

**VOLUNTARY SURETY.** See **surety**.

**VOLUNTARY SURETYSHIP.** See **suretyship**.

**WAR.** Hostile conflict by means of armed forces, carried on between nations, states, or rulers, or sometimes by parties within the same nation or state; a period of such conflict. Black's 7<sup>th</sup>. See Note.

Note: The above definition includes the war currently being conducted by the US Government against the American people as sureties of their "citizen of the United States" TRADE NAME, as declared in the Amendatory Act (March 9, 1933) to the Trading With the Enemy Act of October 6, 1917. See **Trading With the Enemy Act of October 6, 1917**.

**WAR CONTRIBUTION.** *Int'l law.* An extraordinary payment imposed by an occupying power on the population of an occupied territory during wartime. Black's 7<sup>th</sup>. See Note.

Note: Social Security payroll taxes are **war contributions**. See **contribution, Ponzi scheme**.

**WAR, MIXED.** See mixed war.

**WAR POWERS.** See Trading With the Enemy Act of October 6, 1917.

**WARDS OF COURT.** Infants and persons of unsound mind. Black's 4<sup>th</sup>.

Note: Per *Corpus Juris Secundum* clients of attorneys are "wards of the court," thereby also qualifying them as persons of unsound mind (*non compos mentis*). See client, attorney & client.

**WAREHOUSEMAN.** A "warehouseman" is a person engaged in the business of storing goods for hire. UCC 7-102(h). See Note, goods.

Note: Some birth certificates have two sets numbers printed on the back of them. One of the numbers identifies the state "warehouse district" where the birth took place. The state is the warehouse. Each county is a warehouse district. The Governor is the main warehouseman. The county recorder of each county is the district warehouseman. The birth certificate is a warehouse receipt, and a field warehouse receipt. It is also a dock receipt. The "ship," the "vessel in admiralty," the TRADE NAME, was berthed (birthed) at a specific warehouse (hospital) in a specific warehouse district (county), and the "goods" (your body) were "delivered" therein. See warehouse receipt, field warehouse receipt, delivery.

**WAREHOUSE RECEIPT.** A receipt issued by a person (bailee) engaged in the business of storing goods for hire. U.C.C. § 1-201(45). A warehouse receipt constitutes a document of title under the Uniform Commercial Code, which evidences that the person in possession of the document is entitled to receive, hold, and dispose of the document and the goods it covers U.C.C. § 1-201(15). A warehouse receipt may be a negotiable instrument, depending on its terms. Barron's 3<sup>rd</sup>. "A warehouse receipt...or other document of title is negotiable (a) If by its terms, the goods are to be delivered to bearer or to the order of a named person; or (b) Where recognized in overseas trade, if it runs to a named person or assigns." UCC 7-104(1). See field warehouse receipt, former California Civil Code § 1858.04.

**WHOLESALE.** To sell by wholesale is to sell by large parcels, generally in original packages, and not by retail. Black's 1<sup>st</sup>. Compare retail.

Note: The US government acquired birth-certificate straw-men titles in wholesale, bulk purchase.

**WIZARD OF OZ, THE.** Motion Picture. 1939. Metro-Goldwyn-Mayer. Book by L. Frank Baum; Adaptation by Noel Langley; Screenplay by Noel Langley, Florence Ryerson, and Edgar Allan Woolf; Lyrics by E. Y. Harburg; Produced by Mervyn LeRoy; Directed by Victor Fleming. See Note.

Note: Just as you can read between the gory lines in the newspaper on any day and discover clues issued by the Powers That Be—if you look hard enough—as to what is actually going on, such notice can also be found in lighter fare, like the movies. Such a movie was *The Wizard of Oz*, an allegory for the new state of affairs in America in the 1930s following the stock market crash and factual bankruptcy of the US Government immediately thereafter.

The setting was Kansas: Heartland America, and geographical center of the USA. In comes the twister, the tornado, *i.e.* whirling confusion—the stock market crash, theft of America's gold, US bankruptcy, the Great Depression—and whisks Dorothy and Toto up into a new, artificial dimension somewhere above the solid ground of Kansas. When they finally land in Oz, Dorothy comments to her little companion:

“Toto, I have a feeling we're not in Kansas anymore.”

After the bankruptcy, Kansas was no longer just plain old “Kansas”—it was now “KS,” artificial corporate venue of the bankrupt United States, newly established “federal territory,” part of the “Federal Zone,” and Dorothy and Toto were “in this state” (see “**in this state**”).

In the 1930s, the all-capital letters-written (see **all-capital letters-written**) straw man (see **straw man**), newly created artificial aspect of the former American sovereigns, had no brain—and Americans were too confused and distracted by all the commotion to figure out that they even *had* a straw man (TRADE NAME). The Scarecrow identified his straw-man persona for Dorothy:

“Some people without brains do an awful lot of talking. Of course, I'm not bright about doing things.”

And in his classic song, “If I Only Had a Brain,” the Scarecrow/Straw Man succinctly augured:

“I'd unravel every riddle,  
For every 'individdle,' (see **individual**)  
In trouble or in pain.”

Translation: Once one discovers that his straw man exists, all political and legal mysteries, complexities, and confusions are resolved—and once one reclaims the legal title attached thereto, he can protect himself from legal trouble and damage.

The Tin Man, or “T-I-N”—*Taxpayer Identification Number*—Man, was a hollow man of metal, a “vessel,” a “vehicle” (see **vessel, vehicle**), newly created commercial code words for the straw man. Just like the Scarecrow/Straw Man had no brain, this Tin Man vessel had no heart. Both were “artificial persons” (see **person**). One of the definitions of “tin” in Webster's is “counterfeit.” The Tin Man also represented the mechanical and heartless aspect of commerce and commercial law. Just like they say in the Mafia: “Nothing personal—it's just business.” The heartless Tin Man also carried an ax, traditional symbol for God—*i.e.* modern commercial law—in most earlier, dominant civilizations, including fascist states. In the words of the Tin Man, expressing relief after Dorothy had oiled his arm:

“I've held that ax up for ages.”

The word “ace” is etymologically related with the word “ax,” and in a deck of cards the only one above the King is the Ace, *i.e.* God. One of the “Axis” Powers of World War II, Italy, was a fascist<sup>58</sup> state. The symbol for fascism is the “fasces,” a bundle

<sup>58</sup> The root word of “fascist” is *fas*, defined in Black's 6<sup>th</sup> as: “Lat. Right; justice; the divine law. In primitive times it was the will of the gods, embodied in rules regulating not only ceremonials but the conduct of all men.”



of rods with an ax bound up in the middle and its blade projecting. The fasces may be found on the reverse of the American Mercury-head Dime (the Roman deity Mercury was the God of Commerce), and on the wall behind, and on each side of, the speaker's podium in the US Senate (each gilded fasces is approximately six feet in height; at the base of the seal of the US Senate are two crossed fasces), and directly below Lincoln's hands on the face of the arms of the chair in which Lincoln is sitting at the Lincoln Memorial in Washington, DC.

The Lion, or "king of beasts" (see **Gentile**; some members of society regard you and your family and friends as nothing more than animals, "cattle," to be bred and birthed, herded and harvested, and sold and slaughtered according to the whims of those who run the global plantation)—a denigration in itself—representing the once-fearless American people, had lost his courage. After your first round with the UCC-constituted IRS "defending" your T-I-N-man dummy-corporation vessel/vehicle, individual-employee public corporation, all-capital-letters-written juristic name, artificial-person straw-man TRADE NAME, you probably lost some of your courage too. You didn't know it, but the IRS has been dealing with you strictly under the laws of Commerce—and just like the Tin Man, Commerce is heartless.

To find the **Wizard** you had to "follow the yellow brick road," *i.e.* follow the trail of America's stolen gold and you will find the thief who stole it. In the beginning of the movie the **Wizard** was represented by the traveling mystic, "Professor Marvel," whom Dorothy encountered when she ran away with Toto. His macabre shingle touted that he was "Acclaimed By The Crowned Heads of Europe, Past, Present, and Future." Boy, that Professor Marvel must have been a regular wizard to be acclaimed by the *future* crowned heads of Europe—*before they were even crowned!* Before the bankers stole America, they had long since disempowered the Christian monarchies of Europe and looted their kingdoms. Maybe this "Professor Marvel" fellow knew something about the future that other folks didn't. With a human skull peering down from its painted perch above the door inside his wagon, the good professor lectured Dorothy of the priests of Isis and Osiris and the days of the pharaohs of Egypt.

When Dorothy Gale and her new friends emerged from the forest they were elated to see Emerald City before them, only a short jaunt away. The Wicked Witch of the West, desperate for the ruby slippers that Dorothy was wearing, would have to make her move before our heroes were inside the walls. A significant point here is that in the original book, **The Wonderful Wizard of Oz**, published in 1900, (39 years earlier), the slippers were not ruby, or red, but silver. At the time the book was written America still had all its gold and silver, and the value of one ounce of gold was set at 15 ounces of silver, silver being the more plentiful of the two metals. Just as the silver slippers carried Dorothy, America's stockpile of silver, and gold, backing the currency carried the country to a position of preeminence throughout the world at that time. But, as mentioned, when the movie came out in 1939 the slippers were not silver, but red.

Between 1916 and 1933, virtually all of America's gold ended up in England and Germany, as directed by the owners of the private Federal Reserve Bank. The reason for this was that Federal Reserve Notes could be redeemed in gold and the use of Federal Reserve Notes carried an interest penalty that could only be paid in gold. We traded our gold in exchange for the use of (worthless) paper with green ink

on it, whereas our original currency, United States Notes, carried no such interest requirement—but such was the bargain that came with the Federal Reserve Notes. When bankruptcy was declared in 1933, Americans were required to turn in all gold coin, gold bullion, and gold certificates by May 1<sup>st</sup>—May Day (the birthday of Communism in Bavaria in 1776, the birthday of IRS, and celebrated worldwide as the “International Workers Holiday”—a holy day to the **Wizard** and his tribe). Consulting people who were alive at that time, you may find out that the general sentiment toward such thievery bordered on a second revolution. Maybe it was just too much of a clue, too much salt in the wound, for Dorothy to be skipping down the “Yellow Brick Road” in a pair of “silver slippers” so, for whatever reason, a color less likely to annoy and provoke was selected.

Regarding the choice of “ruby” (red-colored) slippers: Red’s primary significance, at least on documents and the like, is that it is the color of blood, as in *flesh-and-blood*, and symbolizes a living, breathing man/woman, *i.e.* non-corporate/artificial. It also signifies “private,” rather than public “public.” The new Social Security card has a red serial number on the reverse, likely signifying the private-side account associated with your TRADE NAME’S public-side Social Security Account Number (*before* Redemption). For postal employees, red-sticker Registered Mail means “personal accountability” (private)—all other mail carries “limited liability” (public). It is likely that the ruby slippers symbolized the American people with blood in their veins—and not “citizen of the United States”-straw men TRADE NAMES with the counterfeit “corporate blood” of blue/black ink on a birth certificate. No matter their color in the movie, the Wicked Witch of the West wanted those slippers at any cost and had to move fast before Dorothy and crew could make it into Emerald City.

Her tactic was to cover the countryside with poppy flowers, or “poppies,” the source of heroin, opium, and morphine, symbolically drugging them into unconsciousness, and then just waltz in and snatch the slippers. In other words, the best way to subjugate the American people and boost the goods was to dull their senses by getting them hooked on drugs (Note: LSD was created the same year, 1939, by Dr. Albert Hoffman). The poppies/drugs worked on Dorothy, the Lion and Toto, our flesh-and-blood friends, but had no effect on the Scarecrow or the Tin Man, the artificial entities. The two of them cried out for help and Glenda, the Good Witch of the North, answered their prayers with a blanket of snow—*i.e.* cocaine, a stimulant—nullifying the narcotic effect of the poppies/opium on Dorothy, the Lion and Toto. At this writing, aside from marijuana, the two most available drugs on the streets of America are heroin and cocaine in their various forms.

As they all scampered toward Emerald City, the city of green (Federal Reserve Notes, the new fiat “money,” or “money by decree”), we heard the Munchkins singing on the glory of the **Wizard’s** creation:

“You’re out of the woods,  
You’re out of the dark,  
You’re out of the night,  
Step into the sun, step into the light,  
Keep straight ahead for,  
The most glorious place on the face of the Earth or the stars!”

The foregoing jingle abounds with Illuminist-Luciferian symbols and metaphors re darkness and light.

The Wicked Witch of the West made her home in a round, medieval watchtower, ancient symbol of the Knights Templar of Freemasonry, who are given to practice witchcraft and also credited as the originators of modern banking, circa 1099 A.D. The Wicked Witch of the West was also dressed in black, the color symbolizing the planet Saturn, sacred icon of the Knights Templar, and the color of choice of judges and priests for their robes. Who was the Wicked Witch of the West? Remember, in the first part of the film her counterpart was "Almira Gulch," who, according to Aunt Em, "owned half the county." Miss Gulch alleged that Dorothy's dog, Toto, had bitten her. She came to the farm with an "order from the sheriff" demanding that they surrender Toto into her custody. Aunt Em was not immediately cooperative, and answered Miss Gulch's allegations that Toto had bitten her:

"He's really gentle. With gentle people, that is."

Could "gentle" really mean "Gentile"? (see **Gentile**) When Miss Gulch defied them to withhold Toto and "go against the law," dear old Aunt Em was relegated to "pushing the Party line" for Big Brother. She dutifully succumbed under the pressure and counseled Dorothy reluctantly:

"We can't go against the law, Dorothy. I'm afraid poor Toto will have to go."

When Dorothy refused to surrender Toto, Miss Gulch lashed out:

"If you don't hand over that dog I'll bring a damned suit that'll take your whole farm!"

Today, 70% of all attorneys in the world reside in the West—America, to be exact—and 95% of all lawsuits in the world are filed under US jurisdiction. The Wicked Witch of the West and Miss Gulch, my dear friends, represent *Esquires* (judges and attorneys); *i.e.* the *American legal system* (including the attorney-run US Congress and White House), executioner and primary henchman for transferring all wealth in America—everything—from the people into the possession of banks and the government. The Wicked Witch of the West wanted the silver slippers—the precious metals—and her counterpart, Miss Gulch, wanted Toto. What does the word "*toto*" mean in "attorney language," *i.e.* Latin? "Everything!"

Dorothy and the gang fell for the **Wizard's** illusion in the beginning, but soon wised up and discovered the **Wizard** for what he was: a confidence man. When asked about helping the Scarecrow/Straw Man, among other babblings about "getting a brain" and "universities" the **Wizard** also cited "the land of '*E Pluribus Unum*,'" which is Latin for "one out of many." *I.e.* converting the many into one = New World Order, *Novus Ordo Seclorum*, a Latin phrase placed on the American One Dollar Bill shortly after the bankruptcy. He also proudly revealed/confessed that he was:

"Born and bred in the heart of the Western wilderness, an old Kansas man myself!"

The bankers did pretty well in Europe, but as the **Wizard** pointed out, they made a killing in the “Western wilderness,” *i.e.* America, with the theft of American gold, labor, and property from the—quoting John D. Rockefeller—“grateful and responsive rural folk” who populated the country at that time.

When Dorothy asked Glenda, the Good Witch of the North (Santa Claus, Christianity), for help in getting back to Kansas, Glenda replied:

“You don’t need to be helped. You’ve always had the power to go back to Kansas.”

Translation: you’ve always had the right and power to exercise your sovereignty, you just forgot. The actual *act* of asserting your sovereignty—remedy (*see* **remedy**)—a common-law copyright notice and a UCC Financing Statement for filing with the secretary of state can be completed from scratch in no time.

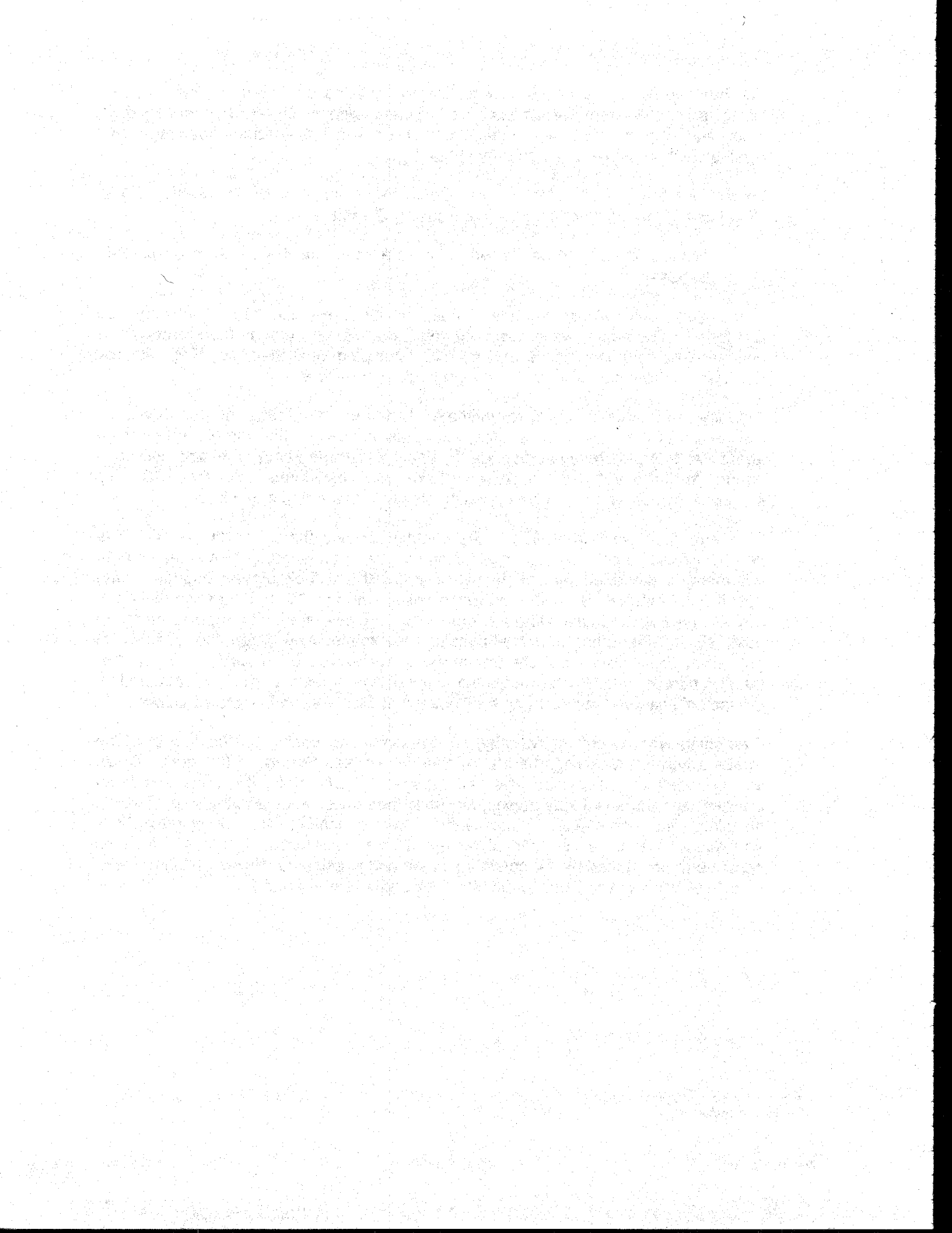
America and Americans have intimate, firsthand knowledge of the heartless mechanics of the laws of commerce, religiously applied by the unregistered foreign agents at Internal Revenue Service.<sup>59</sup> The IRS, accountancy firm and collection agency for the private Federal Reserve Bank, was constituted under the UCC at its inception in 1954 and has been operating strictly in that realm ever since.

You may have wondered what is the meaning behind the words in the title “**The Wizard of Oz.**” Look them up in a dictionary. Like almost everything else, it’s right out there in the open for you to see if you will just look closely enough. One definition of “**wizard**” is: “a very clever or skillful person.” “**O-z**” is an abbreviation of “*onza*,” o-n-z-a, the Italian word for “ounce,” or “ounces,” the unit of measurement of gold, silver, and other precious metals. No matter how large the quantity of gold/silver being discussed, the amount is always expressed in *ounces*. *E.g.* rather than “hundreds of *tons*” of gold, it’s “so many million *ounces*” of gold. As attested by the factual history of this country: **the “Wizard of Oz” was the Wizard of Ounces.**

Everything worked out for Dorothy, *i.e.* the American people, in the end and she “made it home.” Meaning: there is *remedy in law* (*see* **remedy**). It’s there—it was just encoded and disguised and camouflaged. Fortunately, the code has been cracked, and there is a way home, just like in the movie. Like Dorothy said, “There’s no place like home”—and there isn’t! *There’s nothing like sovereignty for a sovereign!* We have commercial remedy in the Redemption Process. Will you continue to be conned by the confidence men and worship the **Wizard’s Light Show**, or will you wise up like Dorothy did and “look behind the scenes”?

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<sup>59</sup> *See* **Revenue Agent**.



## **Part II**

### **Section 5**

# ***Copyright Notice Instructions***



# Copyright Notice Instructions

## I. Introduction.

A. The power of the Copyright Notice is the common law: unwritten, ancient, and immutable. The Copyright Notice forms the basis of your ability to enforce ownership rights over all property associated with, and registered in the TRADE NAME of, your straw man. For this reason it is vital that you formally establish your claim of right of ownership of property under the common law on the public record. Ideally you would file your Copyright Notice at the county clerk/recorder's office, but this office, like all government offices, has been set up not for the purpose of enhancing the quality of life for the little guy, but for functioning as an integral cog in Big Brother's property- and wealth-confiscation machinery.

The common law is alive and well and underlies all intercourse amongst all Americans, and all law forms as well, including the Uniform Commercial Code, but the criminal brilliance of the Chosen Masters in the legal, commercial, and financial arenas has completely obliterated people's awareness of it. The Norman French attorneys that destroyed the quality of life and property rights in England beginning in 1066 have carried forward across the centuries and have accomplished the same feat on this side of the Atlantic. By switching the language, the whole of English society was thrown into upheaval and the king's esquires, with force of arms backing them, legally ravaged the population. The same tribe of miscreants is now wreaking its wrath on America and the rest of the world: the new attorney language is Latin, not French, and people are drowning in an endless ocean of "code." Most people are too overwhelmed by the rigors of staying alive and paying their bills and taxes to even mount a defense—to even know what, *exactly*, is wrong. No matter the amount of grief, misery, and chaos inflicted by the man-haters of the Money Power, however, *accessing the common law instantly levels the entire playing field.*

All names constitute property; nothing more, nothing less. The esquire shysters that enforce the agenda of the Legal Masters of the World have gotten one and all to *identify* with the name, have gotten people to believe that they *are their own name*. A name is useful communication tool for getting someone's attention—but response is voluntary (and this is what sovereignty is all about). When Big Brother's operatives ask you for your name, they are asking you to turn over your private property, they are asking for you to voluntarily surrender control of your private property so they can use the name you give them to create an account and lodge a charge in it—*the private property that you voluntarily give them*. If they do not get a name, guess what: there is no account and there is no charge.

On the other side of the coin: when someone takes your property without authorization—*i.e.* without you voluntarily giving it to them— and uses it for commercial gain, you have an innate right (the nature of common law) *to charge them* for it. The UCC is expressly designed by esquire front men to facilitate this undertaking (you just weren't supposed to find out about it). All you need is the perpetrator's name (and address) and the UCC to enforce your common-law property rights. Pretty nifty.

The common-law copyright of the name has been constructed so as to align perfectly with the agreed-upon tenets of the UCC, thereby augmenting your common-law right to require and obtain just compensation for the (unauthorized) use of your private property. The thoroughness of the Copyright Notice in spelling out the minute details of the terms of doing business with you demonstrates sincerity and "full disclosure" on your part—because the intention is to follow through exactly as stated in the Copyright Notice and do what you say will do if someone decides he wants to use your property.

## **II. Creating the Copyright Notice.**

A. Two Copyright Notices, one for a single man/woman and one for a family, have been included here. Whichever you choose will need to be adapted for your situation.

B. You are retyping<sup>1</sup> the Copyright Notice for the purpose of having it published in a newspaper. The newspaper can take your Copyright Notice in written form, but if so it will have to be re-typed by someone at the newspaper, thus opening the door for errors in the text. The best way to transmit the document to the newspaper is electronically via email, but computer diskette will work just as well.

C. Beginning at the top, go through the sample Copyright Notice word by word, clearing up the meaning of any terms you are not sure of, and plug in your particulars in place of those of John Henry Doe's. Placement of the copyright symbol, "©," which appears throughout, is important for the power of the Copyright Notice. Sometimes the symbol is superscripted for aesthetic reasons, as in "JOHN HENRY DOE<sup>©</sup>," but the regular version of the symbol will work just as well.

## **III. Peculiarities of the Copyright Notice.**

A. Manner of dating the document. The date of the Copyright Notice is reflected in the date of another document cited within the Copyright Notice called the "Hold-harmless and Indemnity Agreement," and is spelled out common-law style, e.g. "The Fourth Day of the Third Month in the Year of Our Lord One Thousand Nine Hundred Seventy-three," the common-law designation for March 4, 1973 (done so for removing the document from the statutory dating system, which is also an indication of grant of jurisdiction, however slight). The numerical designation of the number of the Hold-harmless and Indemnity Agreement also matches up with this date, e.g. "JHD-030473-HHIA," i.e. [Redemptor's INITIALS]-[MMDDYY]-[DOCUMENT INITIALS].

B. Selecting the date. There is no restriction on the document date, no matter when published, but the nearer the 18<sup>th</sup> birthday the better. However, this is not always feasible. Your parents were accountable for you until you turned 18 (14, actually, under common law, but this will not be contested), and then you took over. Your first day of full legal accountability in the eyes of the government was your 18<sup>th</sup> birthday. For obvious logical reasons, the earlier you can claim the existence of the common-law copyright of the TRADE NAME, the better. However, dating the Copyright Notice as of the 18<sup>th</sup> birthday will not work for most people, as discussed below.

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<sup>1</sup> See compact disk accompanying this manual for Copyright Notice in electronic form, and save yourself the trouble of retyping it.

For example, in the case of a family where the husband/father is copyrighting all the TRADE NAMES of the family, the date of the document will need to be *no earlier than* the day the youngest child was born. It must be this way if the document is to have legality, because it is legally impossible for a child's name to be included in a document dated *before* the child is born. For the same reason, in the case of a marriage but no children, the document date would need to come *after* the wife adopted the husband's surname, *i.e.* after the wedding day. All events implied within the Copyright Notice must come *before* the date stated as the date of the Hold-harmless and Indemnity Agreement, which matches up with the Security Agreement of the same date.

There are also circumstances where it might serve for the husband/father to leave out a child/children, and even the wife, from the Copyright Notice for the purpose of establishing the copyright *before* the date of execution of a certain legal document, such as a mortgage contract. In such instance, the copyright of the TRADE NAMES of the other family members could be done in a separate document at a later date by the husband/father—at additional cost, of course, but the benefit of establishing the copyright *before the mortgage was executed* could easily outweigh the additional costs of publishing. This factor would also apply in the case of a single man/woman who wanted to include certain events within the scope of the Copyright Notice; the date chosen must come after any event that is implied/included in the Copyright Notice. The sample Copyright Notice is dated *after* the marriage and birth of the daughter, but *before* the execution date of the mortgage contract.

#### **IV. Deciding on a Newspaper.**

A. What type of newspaper. Large metropolitan areas have scores of newspapers, and most have a "Legal Notices" section. When you call around for price quotes, tell the newspaper agent that you would like to publish a notice once a week for four (4) consecutive weeks in the "legal notices" section of their newspaper, and that you need to know if they are a newspaper of "general circulation." The prestige of the newspaper that you choose has absolutely no bearing on the validity of the Copyright Notice—so find the lowest quote you can. As well, you are free to use any newspaper in America for your filing; it does not matter in which county/state the Copyright Notice is published.

B. Costs. The more space required for publishing your Copyright Notice, the greater the expense. For this reason you should have the Copyright Notice done in 6-point font, the smallest print that the newspaper will allow, and in "Arial Narrow," a readable, slender font. The sample single-party Copyright Notice in this manual takes up approximately 29 square inches in 6-point Arial Narrow; the family-of-three Copyright Notice takes up about 33 square inches. A copyright notice for a husband and wife only, and for a larger family (with more TRADE NAMES), will vary accordingly. Cite the approximate square-inch figure for the Copyright Notice you want to use—and tell the newspaper "6-point Arial Narrow font"—when requesting price quotes. This way you should be able to check with many newspapers very quickly and find the best deal. Prices can run as little as \$100 and as much as \$3,000 for the four publishing's. Find the least expensive newspaper.

C. Payment. Most newspapers are happy to bill you after completion of the run, rather than bill you up front, but this may not always be the case. If you will be billed, be sure to set aside the funds ahead of time so you can pay timely (to keep your karma intact).

E. Instructions for the newspaper. When you select a newspaper, give them written instructions on what you need, such as the information contained in the sample email correspondence provided following these instructions. Let the newspaper know that you will pay the extra charges, if there are any, for extra copies of the affidavit of publishing (sworn statement that the Copyright Notice was published). Newspapers generally provide one original affidavit upon completion of the run, but tell them that you want three (3) original (not photocopies) affidavits of publishing.

## V. The Affidavit of Publishing.

A. Public record. The Affidavit of Publishing provided by the newspaper is a profound and powerful document in that it confirms your common-law claim re TRADE NAME and true name on the public record, the modern equivalent of "Hear Ye! Hear Ye!" of yesteryear.

B. County clerk/recorder. If possible, you should file at county level, and get a certified copy of, the newspaper affidavit of publishing. This is another widely recognized form of giving public notice and, based on the current *de facto* governmental set-up, has its own advantages over simply publishing in the newspaper. However, many county clerk/recorder offices are resistive about filing such affidavits. They are in business to make money off the TRADE NAME and do not generally respond kindly when former slaves start breaking away. For this reason it may be difficult to get your Copyright Notice filed, but there are other techniques besides just a straight filing.

C. Filing at county level. If you encounter difficulty in getting your newspaper affidavit of publishing of the Copyright Notice filed at the county, here are some techniques that may assist you in obtaining a certified copy of the public notice filing:

1. File under "Miscellaneous";
2. File the Copyright Notice as an attachment with a "Fictitious Business Name" filing under the exact same TRADE NAME; and
3. If you own real estate, you may include the filing of the newspaper affidavit of publishing along with your UCC Financing Statement, as well as in any UCC Financing Statement Amendment thereafter.

D. Certified Copies. Using the "COPY CERTIFICATION BY DOCUMENT CUSTODIAN" notary form, which is described in detail in the next section, "Vital General Instructions for All UCC Filings," you can make multiple *certified copies* of the affidavit of publishing with the help of a notary public. If you can get your Copyright Notice filed at county level, and can get a certified copy of *that* filing, you can use the same notary form to make multiple copies of the *county-certified copy* for use as needed—and there will be uses for the affidavit of publishing of the Copyright Notice.

## Copyright Notice

**Copyright Notice:** All rights reserved re common-law copyright of trade-name/trade-mark, JOHN HENRY DOE®—as well as any and all derivatives and variations in the spelling of said trade-name/trade-mark—Common Law Copyright © 1973 by John Henry Doe®. Said common-law trade-name/trade-mark, JOHN HENRY DOE®, may neither be used, nor reproduced, neither in whole nor in part, nor in any manner whatsoever, without the prior, express, written consent and acknowledgement of John Henry Doe® as signified by the red-ink signature of John Henry Doe®, hereinafter “Secured Party.” **With the intent of being contractually bound**, any juristic person, as well as the agent of said juristic person, consents and agrees by this Copyright Notice that neither said juristic person, nor the agent of said juristic person, shall display, nor otherwise use in any manner, the common-law trade-name/trade-mark JOHN HENRY DOE®, nor the common-law copyright described herein, nor any derivative of, nor any variation in the spelling of, JOHN HENRY DOE® without the prior, express, written consent and acknowledgment of Secured Party, as signified by Secured Party’s signature in red ink. Secured Party neither grants, nor implies, nor otherwise gives consent for any unauthorized use of JOHN HENRY DOE®, and all such unauthorized use is strictly prohibited. Secured Party is not now, nor has Secured Party ever been, an accommodation party, nor a surety, for the purported debtor, i.e. “JOHN HENRY DOE,” nor for any derivative of, nor for any variation in the spelling of, said name, nor for any other juristic person, and is so-indemnified and held harmless by Debtor, i.e. “JOHN HENRY DOE,” in Hold-harmless and Indemnity Agreement No. JHD-030473-HHIA dated the Fourth Day of the Third Month in the Year of Our Lord One Thousand Nine Hundred Seventy-three against any and all claims, legal actions, orders, warrants, judgments, demands, liabilities, losses, depositions, summonses, lawsuits, costs, fines, liens, levies, penalties, damages, interests, and expenses whatsoever, both absolute and contingent, as are due and as might become due, now existing and as might hereafter arise, and as might be suffered by, imposed on, and incurred by Debtor for any and every reason, purpose, and cause whatsoever. **Self-executing Contract/Security Agreement in Event of Unauthorized Use:** By this Copyright Notice, both the juristic person and the agent of said juristic person, hereinafter jointly and severally “User,” consent and agree that any use of JOHN HENRY DOE® other than authorized use as set forth above constitutes unauthorized use, counterfeiting, of Secured Party’s common-law copyrighted property, contractually binds User, renders this Copyright Notice a Security Agreement wherein User is debtor and John Henry Doe® is Secured Party, and signifies that User: (1) grants Secured Party a security interest in all of User’s assets, land, and personal property, and all of User’s interest in assets, land, and personal property, in the sum certain amount of \$500,000.00 per each occurrence of use of the common-law-copyrighted trade-name/trade-mark JOHN HENRY DOE®, as well as for each and every occurrence of use of any and all derivatives of, and variations in the spelling of, JOHN HENRY DOE®, plus costs, plus triple damages; (2) authenticates this Security Agreement wherein User is debtor and John Henry Doe® is Secured Party, and wherein User pledges all of User’s assets, land, consumer goods, farm products, inventory, equipment, money, investment property, commercial tort claims, letters of credit, letter-of-credit rights, chattel paper, instruments, deposit accounts, accounts, documents, and general intangibles, and all User’s interest in all such foregoing property, now owned and hereafter acquired, now existing and hereafter arising, and wherever located, as collateral for securing User’s contractual obligation in favor of Secured Party for User’s unauthorized use of Secured Party’s common-law-copyrighted property; (3) consents and agrees with Secured Party’s filing of a UCC Financing Statement in the UCC filing office, as well as in any county recorder’s office, wherein User is debtor and John Henry Doe® is Secured Party; (4) consents and agrees that said UCC Financing Statement described above in paragraph “(3)” is a continuing financing statement, and further consents and agrees with Secured Party’s filing of any continuation statement necessary for maintaining Secured Party’s perfected security interest in all of

User's property and interest in property, pledged as collateral in this Security Agreement and described above in paragraph "(2)," until User's contractual obligation theretofore incurred has been fully satisfied; (5) consents and agrees with Secured Party's filing of any UCC Financing Statement, as described above in paragraphs "(3)" and "(4)," as well as the filing of any Security Agreement, as described above in paragraph "(2)," in the UCC filing office, as well as in any county recorder's office; (6) consents and agrees that any and all such filings described in paragraphs "(4)" and "(5)" above are not, and may not be considered, bogus, and that User will not claim that any such filing is bogus; (7) waives all defenses; and (8) appoints Secured Party as Authorized Representative for User, effective upon User's default re User's contractual obligations in favor of Secured Party as set forth below under "Payment Terms" and "Default Terms," granting Secured Party full authorization and power for engaging in any and all actions on behalf of User including, but not limited by, authentication of a record on behalf of User, as Secured Party, in Secured Party's sole discretion, deems appropriate, and User further consents and agrees that this appointment of Secured Party as Authorized Representative for User, effective upon User's default, is irrevocable and coupled with a security interest. **User further consents and agrees with all of the following additional terms of Self-executing Contract/Security Agreement in Event of Unauthorized Use:** **Payment Terms:** In accordance with fees for unauthorized use of JOHN HENRY DOE® as set forth above, User hereby consents and agrees that User shall pay Secured Party all unauthorized-use fees in full within ten (10) days of the date User is sent Secured Party's invoice, hereinafter "Invoice," itemizing said fees. **Default Terms:** In event of non-payment in full of all unauthorized-use fees by User within ten (10) days of date Invoice is sent, User shall be deemed in default and: (a) all of User's property and property pledged as collateral by User, as set forth in above in paragraph "(2)," immediately becomes, i.e. is, property of Secured Party; (b) Secured Party is appointed User's Authorized Representative as set forth above in paragraph "(8)"; and (c) User consents and agrees that Secured Party may take possession of, as well as otherwise dispose of in any manner that Secured Party, in Secured Party's sole discretion, deems appropriate, including, but not limited by, sale at auction, at any time following User's default, and without further notice, any and all of User's property and interest, described above in paragraph "(2)," formerly pledged as collateral by User, now property of Secured Party, in respect of this "Self-executing Contract/Security Agreement in Event of Unauthorized Use," that Secured Party, again in Secured Party's sole discretion, deems appropriate. **Terms for Curing Default:** Upon event of default, as set forth above under "Default Terms," irrespective of any and all of User's former property and interest in property, described above in paragraph "(2)," in the possession of, as well as disposed of by, Secured Party, as authorized above under "Default Terms," User may cure User's default only re the remainder of User's said former property and interest property, formerly pledged as collateral that is neither in the possession of, nor otherwise disposed of by, Secured Party within twenty (20) days of date of User's default only by payment in full. **Terms of Strict Foreclosure:** User's non-payment in full of all unauthorized-use fees itemized in Invoice within said twenty- (20) day period for curing default as set forth above under "Terms for Curing Default" authorizes Secured Party's immediate non-judicial strict foreclosure on any and all remaining former property and interest in property, formerly pledged as collateral by User, now property of Secured Party, which is not in the possession of, nor otherwise disposed of by, Secured Party upon expiration of said twenty- (20) day default-curing period. Ownership subject to common-law copyright and UCC Financing Statement and Security Agreement filed with the UCC filing office. Record Owner: John Henry Doe®, Autograph Common Law Copyright © 1973. Unauthorized use of "John Henry Doe" incurs same unauthorized-use fees as those associated with JOHN HENRY DOE®, as set forth above in paragraph "(1)" under "Self-executing Contract/Security Agreement in Event of Unauthorized Use."



## Copyright Notice

**Copyright Notice:** All rights reserved re common-law copyright of trade-names/trade-marks JOHN HENRY DOE®, SARAH JANE DOE®, and ANNA MARIE DOE®—as well as any and all derivatives and variations in the spelling of any of said trade-names/trade-marks, not excluding "John Henry Doe," "Sarah Jane Doe," and "Anna Marie Doe," respectively—Common Law Copyright © 1973, 1985, and 1990, respectively, by John Henry Doe®. Said common-law trade-names/trade-marks, i.e. JOHN HENRY DOE®, SARAH JANE DOE®, and ANNA MARIE DOE®, may neither be used, nor reproduced, neither in whole nor in part, nor in any manner whatsoever, without the prior, express, written consent and acknowledgement of John Henry Doe® as signified by the red-ink signature of John Henry Doe®, hereinafter "Secured Party." **With the intent of being contractually bound**, any juristic person, as well as the agent of said juristic person, consents and agrees by this Copyright Notice that neither said juristic person, nor the agent of said juristic person, shall display, nor otherwise use in any manner, any of the common-law trade-names/trade-marks JOHN HENRY DOE®, SARAH JANE DOE®, and ANNA MARIE DOE®, nor the common-law copyright described herein, nor any derivative of, nor any variation in the spelling of, JOHN HENRY DOE®, SARAH JANE DOE®, and ANNA MARIE DOE®, without the prior, express, written consent and acknowledgment of Secured Party, as signified by Secured Party's signature in red ink. Secured Party neither grants, nor implies, nor otherwise gives consent for any unauthorized use of any of JOHN HENRY DOE®, SARAH JANE DOE®, and ANNA MARIE DOE®, and all such unauthorized use is strictly prohibited. Secured Party is not now, nor has Secured Party ever been, an accommodation party, nor a surety, for any of the purported debtors, i.e. "JOHN HENRY DOE," "SARAH JANE DOE," and "ANNA MARIE DOE," nor for any derivative of, nor for any variation in the spelling of, any of said names, nor for any other juristic person, and is so-indemnified and held harmless by JOHN HENRY DOE®, Debtor in Hold-harmless and Indemnity Agreement No. JHD-050690-HHIA dated the Sixth Day Day of the Fifth Month in the Year of Our Lord One Thousand Nine Hundred Ninety against any and all claims, legal actions, orders, warrants, judgments, demands, liabilities, losses, depositions, summonses, lawsuits, costs, fines, liens, levies, penalties, damages, interests, and expenses whatsoever, both absolute and contingent, as are due and as might become due, now existing and as might hereafter arise, and as might be suffered by, imposed on, and incurred by Debtor JOHN HENRY DOE® for any and every reason, purpose, and cause whatsoever. **Self-executing Contract/Security Agreement in Event of Unauthorized Use:** By this Copyright Notice, both the juristic person and the agent of said juristic person, hereinafter jointly and severally "User," consent and agree that any use of any of JOHN HENRY DOE®, SARAH JANE DOE®, and ANNA MARIE DOE®, other than authorized use as set forth above constitutes unauthorized use, counterfeiting, of Secured Party's common-law copyrighted property, contractually binds User, renders this Copyright Notice a Security Agreement wherein User is debtor and John Henry Doe is Secured Party, and signifies that User: (1) grants Secured Party a security interest in all of User's assets, land, and personal property, and all of User's interest in assets, land, and personal property, in the sum certain amount of \$500,000.00 per each occurrence of use of any of the common-law-copyrighted trade-names/trade-marks JOHN HENRY DOE®, SARAH JANE DOE®, and ANNA MARIE DOE®, as well as for each and every occurrence of use of any and all derivatives of, and variations in the spelling of, respectively, JOHN HENRY DOE®, SARAH JANE DOE®, and ANNA MARIE DOE®, not excluding "John Henry Doe," "Sarah Jane Doe," and "Anna Marie Doe," respectively, plus costs, plus triple damages; (2) authenticates this Security Agreement wherein User is debtor and John Henry Doe® is Secured Party, and wherein User pledges all of User's property, i.e. all assets, land, consumer goods, farm products, inventory, equipment, money, investment property, commercial tort claims, letters of credit, letter-of-credit rights, chattel paper, instruments, deposit accounts, accounts, documents, and general intangibles, and all User's interest in all such foregoing property, now owned and hereafter acquired, now existing and hereafter arising, and wherever located, as collateral for securing User's contractual obligation in favor of Secured Party for User's unauthorized use of Secured Party's common-law copyrighted property; (3) consents and agrees with Secured Party's filing of a UCC Financing Statement in the UCC filing office, as well as in any county recorder's office, wherein User is

debtor and John Henry Doe® is Secured Party; (4) consents and agrees that said UCC Financing Statement described above in paragraph "(3)" is a continuing financing statement, and further consents and agrees with Secured Party's filing of any continuation statement necessary for maintaining Secured Party's perfected security interest in all of User's property and interest property, pledged as collateral in this Security Agreement and described above in paragraph "(2)," until User's contractual obligation theretofore incurred has been fully satisfied; (5) consents and agrees with Secured Party's filing of any UCC Financing Statement, as described above in paragraphs "(3)" and "(4)," as well as the filing of any Security Agreement, as described above in paragraph "(2)," in the UCC filing office, as well as in any county recorder's office; (6) consents and agrees that any and all such filings described in paragraphs "(4)" and "(5)" above are not, and may not be considered, bogus, and that User will not claim that any such filing is bogus; (7) waives all defenses; and (8) appoints Secured Party as Authorized Representative for User, effective upon User's default re User's contractual obligations in favor of Secured Party as set forth below under "Payment Terms" and "Default Terms," granting Secured Party full authorization and power for engaging in any and all actions on behalf of User including, but not limited by, authentication of a record on behalf of User, as Secured Party, in Secured Party's sole discretion, deems appropriate, and User further consents and agrees that this appointment of Secured Party as Authorized Representative for User, effective upon User's default, is irrevocable and coupled with a security interest. **User further consents and agrees with all of the following additional terms of Self-executing Contract/Security Agreement in Event of Unauthorized Use:** **Payment Terms:** In accordance with fees for unauthorized use of any of JOHN HENRY DOE®, SARAH JANE DOE®, and ANNA MARIE DOE® as set forth above, User hereby consents and agrees that User shall pay Secured Party all unauthorized-use fees in full within ten (10) days of the date User is sent Secured Party's invoice, hereinafter "Invoice," itemizing said fees. **Default Terms:** In event of non-payment in full of all unauthorized-use fees by User within ten (10) days of date Invoice is sent, User shall be deemed in default and: (a) all of User's property and interest in property pledged as collateral by User, as described above in paragraph "(2)," immediately becomes, i.e. is, property of Secured Party; (b) Secured Party is appointed User's Authorized Representative as set forth above in paragraph "(8)"; and (c) User consents and agrees that Secured Party may take possession of, as well as otherwise dispose of in any manner that Secured Party, in Secured Party's sole discretion, deems appropriate, including, but not limited by, sale at auction, at any time following User's default, and without further notice, any and all of User's former property and interest in property, as described above in paragraph "(2)," formerly pledged as collateral by User, now property of Secured Party, in respect of this "Self-executing Contract/Security Agreement in Event of Unauthorized Use," that Secured Party, again in Secured Party's sole discretion, deems appropriate. **Terms for Curing Default:** Upon event of default, as set forth above under "Default Terms," irrespective of any and all of User's former property and interest in property, in the possession of, as well as disposed of by, Secured Party, as authorized above under "Default Terms," User may cure User's default re only the remainder of User's former property and interest in property formerly pledged as collateral that is neither in the possession of, nor otherwise disposed of by, Secured Party within twenty (20) days of date of User's default only by payment in full. **Terms of Strict Foreclosure:** User's non-payment in full of all unauthorized-use fees itemized in Invoice within said twenty- (20) day period for curing default as set forth above under "Terms for Curing Default" authorizes Secured Party's immediate non-judicial strict foreclosure on any and all remaining property and interest in property formerly pledged as collateral by User, now property of Secured Party, which is not in the possession of, nor otherwise disposed of by, Secured Party upon expiration of said twenty- (20) day default-curing period. Ownership subject to common-law copyright and UCC Financing Statement and Security Agreement filed with the UCC filing office. Record Owner: John Henry Doe®, Autograph Common Law Copyright © 1973. Unauthorized use of any of "John Henry Doe," "Sarah Jane Doe," and "Anna Marie Doe" incurs same unauthorized-use fees as those associated with JOHN HENRY DOE®, SARAH JANE DOE®, and ANNA MARIE DOE®, respectively, as set forth above in paragraph "(1)" under "Self-executing Contract/Security Agreement in Event of Unauthorized Use."

**(Text of Sample Email Letter for Newspaper)**

March 1, 2002

Dear Friend:

Please publish the attached Copyright Notice in the "Legal Notices" section of your newspaper once a week for four (4) consecutive weeks.

Please use SIX- (6) POINT ARIAL NARROW FONT in all four publishing's (for the sake of economy of space). The attached Copyright Notice is in 6-point Arial Narrow font for your convenience.

Upon the first publishing, please send me a copy of the newspaper at my billing address:

John Henry Doe  
Post Office Box 9999  
Los Angeles, CA 90010

Upon completion of all four (4) publishing's, please send me a total of three (3) ORIGINAL affidavits of publishing re my filing.

If there are any extra costs for any of the above-requested services/products, beyond the publishing costs, please include this cost on the invoice/bill and it will be paid.

Thank you in advance for your conscientious service.

Sincerely,

John Henry Doe

PS. Please remember that I need three (3) ORIGINAL affidavits of publishing upon completion of the four runs. I will pay any extra cost associated therewith.

Section 6

***Vital General Instructions for  
All UCC Filings***

# *Vital General Instructions for All UCC Filings*

## I. Introduction.

- A. Source book for UCC filings. It is recommended that you obtain the book entitled UNIFORM COMMERCIAL CODE AND RELATED PROCEDURES GUIDE, retailing for \$39.95 and published by Registré, Box 218, Anoka MN 55303, (763) 421-1713. This book shows how to obtain forms from every state, and how to file in every state. *It is very useful.* Registré accepts pre-payment, credit cards over the phone, and 30-day billing in the name of a business. They ship UPS ground, but also offer UPS Next Day and Second Day Air for an additional fee. They can ship FedEx and Airborne Express using your account (and also by using your credit card for shipping with these two carriers, as well). They answer their phone live and are very helpful.
- B. Obtaining forms. Forms for all UCC filings may generally be obtained:
1. Over the Internet;
  2. From Registré (described above);
  3. At most stationery stores; and
  4. Over-the-counter from the UCC Division/Section of the Office of the Secretary of State.
- C. Filing modes. Though you should always verify first, most states accept filings by:
1. Personal appearance at the UCC filing office;
  2. Fax;
  3. Electronically;
  4. Mail/courier; and
  5. Local document-filing-service organizations.
- D. Transmitting-utility filings. Item 18 on the Addendum Page of the National Form UCC Financing Statement (the recommended form for all initial filings) has a box marked "Transmitting Utility." Many times this is the only reason that the Addendum Page is used. Your TRADE NAME fits the UCC definition of a transmitting utility, but it is important that you why this is so. Look up any necessary related terms to achieve clarification on this. Transmitting Utility status is beneficial in that the filing is permanent and need not be renewed every five years—as with all other types of debtors (more evidence that this is the right path).

- E. Filing fees. You will need to check with your state's UCC filing office for current filing fees for the particular type of filing you are doing. A list of contact telephone numbers, email addresses, and web sites for all American and Canadian UCC filing offices is included in the *Appendix* under the title, "UCC Filing Office Information."
- F. There is no requirement that the Social Security Account Number, "SSAN," of the Debtor be provided in Box 1d of the UCC Financing Statement form. However, since the Social Security Account Number officially differentiates you from the TRADE-NAME debtor, it is recommended that the SSAN always be included when referencing the TRADE NAME.

## II. Obtaining Legal Evidence of Your Standing as "Secured Party".

- A. Relief. The UCC offers you the opportunity to improve the quality of your life by getting proofed up against those who would gleefully steal everything you own.

**If you wish to guarantee yourself the best possible chance of protecting yourself, your family, and your property from predatory attorneys, banks, government officials, judges, and taxmen you will need to secure *legal evidence* of your new standing—and a UCC-filing-office certified copy of all pertinent UCC filings constitutes such legal evidence.**

- B. Documenting your position. Plain photocopies and fax copies of a filing do not qualify as evidence. Therefore, it is imperative that you obtain bona fide legal evidence of all UCC filings, because it is a virtual 100% certainty that you will one day need to provide such documentation.

1. Certified Copy. This is the best way to document your new standing, and it is recommended that you secure a certified copy of a filing as soon as possible. Include the appropriate fees with every filing, along with instructions for transmittal of the certified copy (this could include overnight courier arrangements, as well). If the time comes when you need to prove standing, you will not want to wait a single day for certified copies to arrive from the UCC filing office. A certified copy of a filing is admissible as evidence in the courts of the state of issue and can be made into valid evidence for all other states with the help of a notary public (described below in paragraph C, "Copy Certification").
2. Certificate of Information. A Certificate of Information is a signed, computer-print-out certification issued by a UCC Filing Officer of a particular state containing the results of (a) name searches, and (b) records searches for a particular filing. The Search Request is valuable because it shows (usually) no other filings against the TRADE NAME. However, UCC filing offices do not make the distinction between the all-caps TRADE NAME of the Debtor and the initial-letters-capitalized-only true name of the Secured Party; all search results show the Secured Party's name in capital letters. The real advantage of a Certificate of Information is that it proves that *there is no other Secured Party with a superior claim* re the TRADE-NAME Debtor. Actual proof of your supreme claim can be shown with a certified copy of the Security Agreement that is referenced in Line/Box 4 (Collateral Description) of the UCC Financing Statement.



- C. Copy Certification. A notary public is an "officer of the state" and any document bearing a notary's seal and signature must be admitted as evidence (testimony) in the courts of that and any other state (a judge must take judicial notice of a notarial acknowledgment). The National Notary Association form used to make a legally valid photocopy of a document in all but one state (Florida) is called "COPY CERTIFICATION BY DOCUMENT CUSTODIAN." However, California and Washington State have their own form by the same name, Form No. 5923; all other states except Florida use the same form, Form No. 5177. Florida's form is entitled "FLORIDA CERTIFICATION OF PHOTOCOPY," Form No. 5187. A blank original of the proper form for your state has been included with this manual. These forms are not particularly common with notaries public, so you may want to make multiple (color) photocopies of the blank form provided before using it to ensure you have a form on hand when needed, even if the notary does not.

A notary public cannot personally certify a photocopy of publicly recordable instruments and public records, but *can* take a sworn statement from someone else who wants to certify a copy of such a document in the role of "Document Custodian" (anyone can serve as Document Custodian). The Document Custodian makes a sworn statement that the copy is a "true, correct, and complete photocopy" of the original, and is the equivalent of sworn testimony. The notarized photocopy is then admissible as evidence in the courts of any state. This form is especially handy when you need multiple certified copies of an *original certified copy* that you obtained from the UCC filing office: make photocopies of the *original certified copy* and use a "COPY CERTIFICATION BY DOCUMENT CUSTODIAN" form to certify each photocopy, retaining the *original certified copy* for future use in the same way again, if needed.

The lower portion of each form is marked "OPTIONAL." Use this section of the form to identify as precisely as possible the attached photocopy so as to "marry" the notary form with the document. Conversely, it is wise to *omit* any unnecessary information that could compromise your privacy/security (such as providing a thumbprint and giving the location where the original document is kept), but these are personal choices.

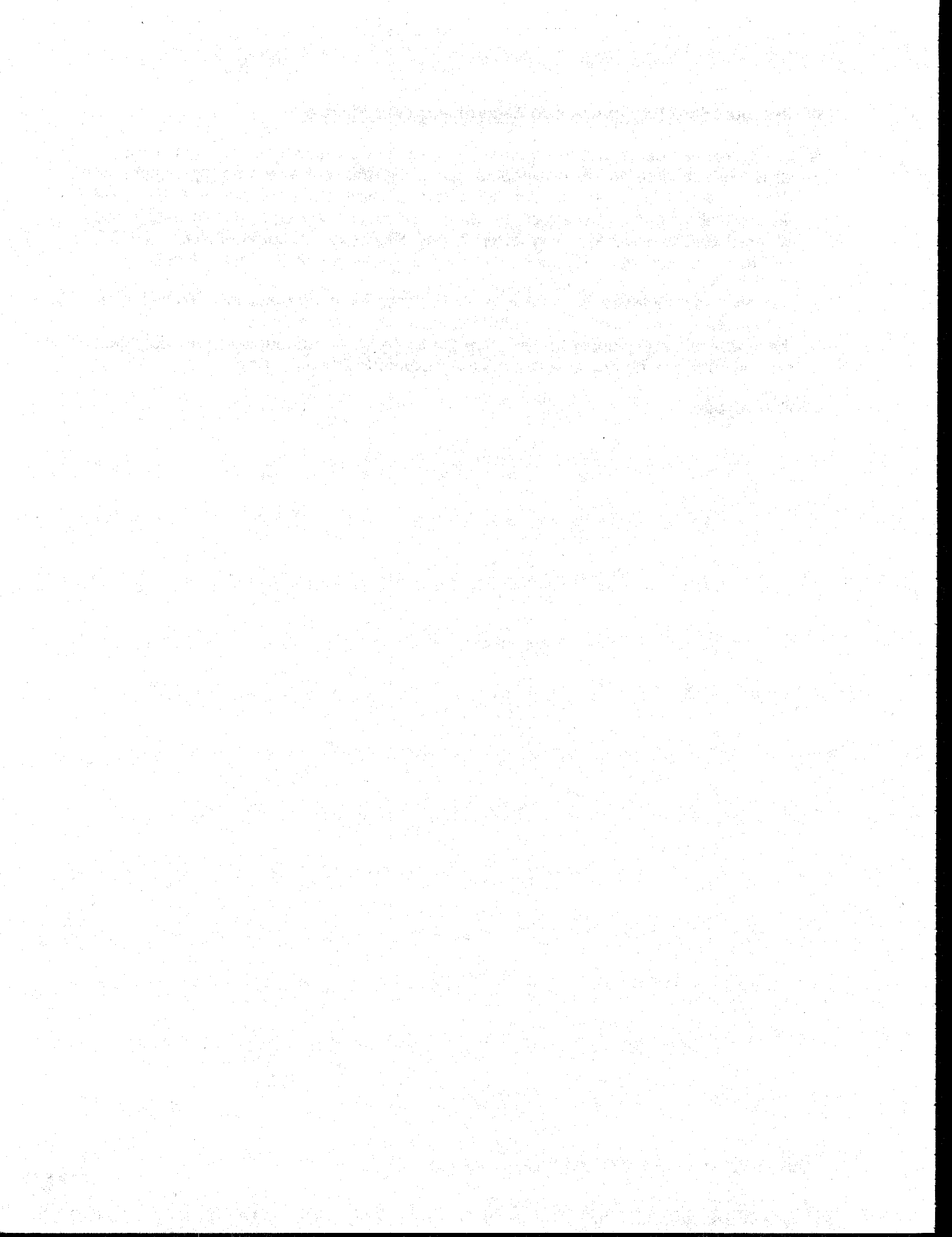
### III. New Developments.

- A. Signatures. For distinguishing between the TRADE-NAME Debtor and the Secured Party, it is recommended that Secured Party always sign in red ink (symbolic of blood). It is also recommended that printed signatures of the straw man's TRADE NAME be done in blue ink (black is OK, but not as easily recognized as an original, ink signature). Your authors also recommend red-ink signatures exclusively on all legal documents where the flesh-and-blood man/woman is signing.
- B. Maintaining privacy. For privacy reasons (discussed in the first essay in this manual, "Maintaining Commercial Integrity"), it is not prudent to include any other documents and information along with the filing of your UCC Financing Statement (and subsequent UCC Financing Statement Amendments). Voluntarily placing such data in the public record relinquishes all privacy the property connected therewith. The financing statement form, properly completed, is all that is required.

#### **IV. Creating Your Paperwork and Assembling Your Filings.**

- A. Work in a relaxed atmosphere where you will not be disturbed, preferably with a large surface area where documents can be spread out and properly organized. Work on your filing when you can set everything else aside and concentrate solely on the task at hand. Be thorough and unhurried, making sure that all details are covered before sending. Any error in any filing can be corrected with a UCC Financing Statement Amendment, but it is just as easy to get it right the first time.
- B. As you study the Instructions for a particular filing, it is good practice to flip back and forth between instruction page and the sample filing provided so as not to “drown” in the words of the explanation. *I.e.* if you are trying to learn about sailboats, don’t just read about them: go and look at an actual sailboat from time to time.

*Bon voyage!*



Section 7

***Information Request  
Instructions***

# *Information Request Instructions*

## **I. Introduction.**

- A. **Information Request.** The "Information Request" is a UCC name-search utility that is used for obtaining from the Secretary of State's office a record that documents all filings (by filing number) against a particular debtor by any and all creditors, and also for retrieving certified copies of certain filings. For our purposes, the latter constitutes the more typical use.

It is not an accident that the legal definition of "information" is:

"An accusation exhibited against a person for a criminal offense, without an indictment. An accusation in the nature of an indictment, from which it differs only in being presented by a competent public officer on his oath of office, instead of a grand jury on their oath.... Black's Law Dictionary, First Edition, 1891.

The Legal Masters of the World look upon all outsiders as *debtors*, *i.e.* criminals and slaves, and this choice of terms for named debtors is apropos of this philosophy.

- B. **The form.** To file an Information Request you will need form by the same name (former UCC-11R). As described in Section 6, "Vital General Instructions for All UCC Filings," forms may generally be obtained via the Internet, from Registré, at most stationery stores, and over-the-counter and (generally) by fax from your state's UCC Section of the Office of the Secretary of State.

## **II. Completing the Information Request.**

- A. **Familiarization.** Please look over the form and read the official instructions for the Information Request, found immediately following these instructions, and then return to this point.

B. **Filling out the Information Request form:**

1. Filing offices prefer 12-point Arial/Helvetica font, so use this font size and type whenever possible. Anything smaller than 10-point font will be rejected (and sometimes even 10-point).
2. Box A is optional. It is recommended that you leave this blank.
3. Box B contains the desired return mailing location of the requesting party. Enter any name and any mailing location you desire for return of the requested data.
4. In Box 1b, fill in the last, first, and middle name of your straw man where indicated, in CAPITAL LETTERS.
5. In Box 2a, check "CERTIFIED" and "ALL" if you are seeking a certified copy of a list of all financing statements filed against the named debtor (your TRADE

NAME). You will need to determine the cost of this service at the UCC filing office where the request is to be submitted. Phone number, email address, and web site for all American and Canadian filing offices can be found in *Appendix* under "UCC Filing Offices" and "UCC Filing Offices in Canada."

6. Box 2b gives the choice of obtaining a certified copy of all filings and all unexpired (current) filings. The need for using Box 2b should never arise, *i.e.* for the *Redemptor's* needs, because it is recommended that a certified copy of each filing be obtained as each filing is submitted.
7. Box 2c is for obtaining a certified copy of a particular filing already filed in the filing office, and this will be the primary use of the Information Request (if certified copies of a filing cannot be obtained otherwise). Rather than just a certified *record* listing all financing statements filed against the TRADE NAME, Box 2c allows you to obtain a certified copy of a *specific filing*, which is a very useful document when dealing with credit-lenders demanding payment. In some instances this will be the only way that a certified copy of a filing can be secured: UCC filing offices have had a general change in policy and have cut back in offering a certified copy at the time of filing (this service is discretionary at most filing offices, so if you treat them right and make a friend of someone, you may get what you want—especially if you do your filing in person).

If the UCC filing office does not offer a certified copy (of UCC Financing Statements and UCC Financing Statement Amendments) at the time of filing, you will need to complete the filing of the financing statement/amendment first, obtain the filing number of the filing, and then send in an Information Request requesting a certified copy of that particular filing by filling in the data in box 2c. "Type of Record and Additional Identifying Information" will always be either of the "UCC Financing Statement" (the former the UCC-1) and the "UCC Financing Statement Amendment" (the former UCC-3).

8. Box 3 will not be needed.
9. Box 4 contains your specific instructions for return of the information requested if other than First-Class mail. You have many options, including pick-up at the counter, courier service (using your account with the courier), *etc.* Please read the instructions in the lower portion of the Box 4, make your choices, and fill in your instructions if you wish to receive the requested information faster than via First-Class mail.



## Instructions for National Information Request (Form UCC11)

Please type or laser-print this form. Be sure it is completely legible. Read all instructions. Follow instructions completely. Fill in form very carefully; mistakes may have important legal consequences. If you have questions, consult your attorney. Filing office cannot give legal advice. Do not insert anything in the open space in the upper portion of this form; it is reserved for filing office use. When properly completed, send form parts 1 and 2 (labeled Filing Office Copy (1) and (2)), with required fee, to filing office. Always detach Requestor Copy. Filing office may offer additional information options. Contact filing office or use form specially designed by filing office to obtain additional information options. A. To assist filing officers that might wish to communicate with requestor, requestor may provide information in item A. This item is optional. B. Enter name and address of requestor in item B. This item is NOT optional.

1. **Debtor name:** Enter only one Debtor name in item 1, an organization's name (1a) or an individual's name (1b). Enter Debtor's exact full legal name. Don't abbreviate.
  - 1a. **Organization Debtor.** "Organization" means an entity having a legal identity separate from its owner. A partnership is an organization; a sole proprietorship is not an organization, even if it does business under a trade name. If Debtor is a partnership, enter exact full legal name of partnership; you need not enter names of partners as additional Debtors. If Debtor is a registered organization (e.g., corporation, limited partnership, limited liability company), it is advisable to examine Debtor's current filed charter documents to determine Debtor's correct name, organization type, and jurisdiction of organization.
  - 1b. **Individual Debtor.** "Individual" means a natural person; this includes a sole proprietorship, whether or not operating under a trade name. Don't use prefixes (Mr., Mrs., Ms.). Use suffix box only for titles of lineage (Jr., Sr., III) and not for other suffixes or titles (e.g., M.D.). Use married woman's personal name (Mary Smith, not Mrs. John Smith). Enter individual Debtor's family name (surname) in Last Name box, first given name in First Name box, and all additional given names in Middle Name box.

For both organization and individual Debtors: Don't use Debtor's trade name, DBA, AKA, FKA, Division name, etc. in place of or combined with Debtor's legal name; you may add such other names as additional Debtors if you wish (but this is neither required nor recommended).
2. Information options relating to UCC filings and other notices on file in the filing office that include as a Debtor name the name identified in item 1. Please note that it is permissible to select an option in 2a and also check an option in 2b. Check the "CERTIFIED (Optional)" box appropriately in items 2a, 2b, or 2c.
  - 2a. Check appropriate box in item 2a; the box "ALL" if you are requesting a search of all active records, including lapsed filings, or the box "UNLAPSED" if you requesting a search of only active records that have not lapsed.
  - 2b. Check appropriate box in item 2b to request copies of records appearing on the search response; the box "ALL" if you are requesting copies of all active records, including lapsed filings, or the box "UNLAPSED" if you are requesting copies of only active records that have not lapsed.
  - 2c. Complete item 2c if you are ordering copies of specific records by record number.
3. Some filing offices offer service options in addition to those offered in item 2. These may be shown on the face of this form or may otherwise be publicized by the particular filing office. **Caution:** if any of these additional service options introduces a search criterion (e.g., limiting search to named Debtor at an address in a specified city and state) that narrows the scope of the search, this may result in an incomplete search (that fails to list all filings against the named Debtor) and you may fail to learn information that might be of value to you.
4. **Delivery Instructions:** Unless otherwise instructed, filing office will mail information to the name and address in item B. If information will be picked up from the filing office, check the "Pick Up" box. Contact filing office concerning availability of other delivery options. For other than mail or pick up, check the "Other" box and specify the other delivery method that you are requesting. If requesting delivery service, provide delivery service's name and requestor's account number to bill for delivery charge. Filing office will not deliver by delivery service unless prepaid waybill or account number for billing is provided.



**INFORMATION REQUEST**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT [optional]	FILING OFFICE ACCT #
B. RETURN TO: (Name and Address)	
<p>In care of:  Post Office Box 9999  Los Angeles 90010  California  John Henry Doe</p>	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR NAME to be searched - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME			
OR			
1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
DOE	JOHN	HENRY	

2. INFORMATION OPTIONS relating to UCC filings and other notices on file in the filing office that include as a Debtor name the name identified in item 1:

- 2a. SEARCH RESPONSE  CERTIFIED (Optional)  
Select one of the following two options:  ALL (Check this box to request a response that is complete, including filings that have lapsed.)  UNLAPSED
- 2b. COPY REQUEST  CERTIFIED (Optional)  
Select one of the following two options:  ALL  UNLAPSED
- 2c. SPECIFIED COPIES ONLY  CERTIFIED (Optional)

Record Number	Date Record Filed (if required)	Type of Record and Additional Identifying Information (if required)
2002-030-0123	January 30, 2002	UCC Financing Statement

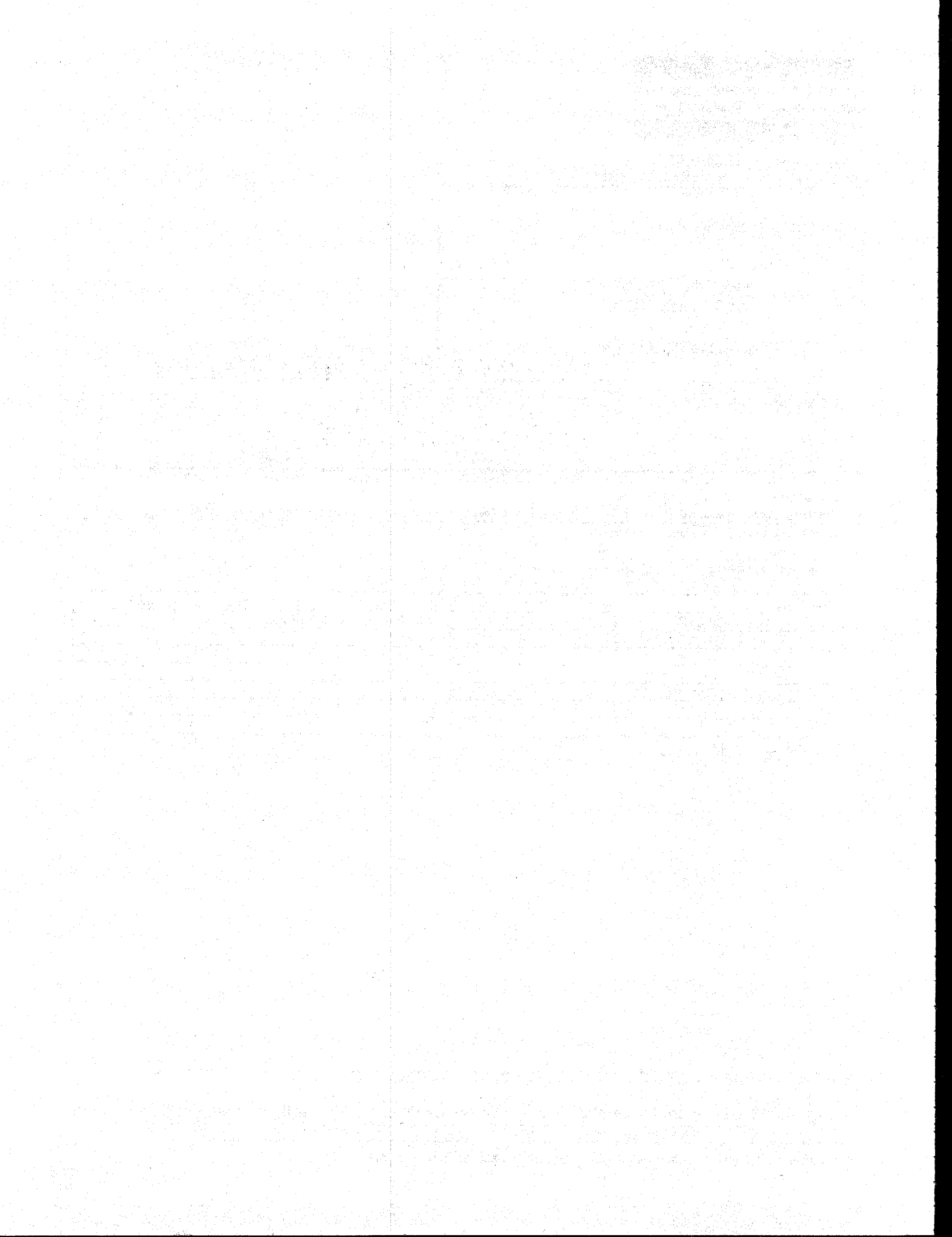
3. ADDITIONAL SERVICES:

4. DELIVERY INSTRUCTIONS (request will be completed and mailed to the address shown in item B unless otherwise instructed here):

4a.  Pick Up

4b.  Other Please return Information Request in enclosed, self-addressed, pre-paid FedEx envelope.

Specify desired method here (if available from this office); provide delivery information (e.g., delivery service's name, addressee's account # with delivery service, addressee's phone #, etc.)



Section 8

***UCC Financing Statement  
Instructions***

# *UCC Financing Statement Instructions*

## I. Preliminary Filing Considerations for UCC Financing Statement.

- A. Certified copy of all filings. You will need to obtain a certified copy of all your UCC filings, both at state level and county level, if you expect to be able to prove your position in the event you are attacked in the future. Availability of a certified copy at the time of filing has generally been diminished across the country, but we know from personal experience that it is still possible. If a filing office neither offers a certified copy at time of filing, nor the procedure to order a certified copy at time of filing, you will need to utilize the process described in Section 7, Information Request, described below in paragraph B.
- B. Obtaining certified copy of filing via Information Request. In this method, the key is obtaining the *original filing number* from the filing office as soon as possible:
1. By regularly going online and checking the UCC debtor filings in your state's UCC Section of the Secretary of State's web site;
  2. By calling in and requesting the original filing number from the filing officer by providing the debtor's complete name; and
  3. By waiting for the Acknowledgment Copy of the filing to arrive in the mail. Once received, the filing office will record and index (file) the filing and then microfilm it—and can take as much as a month. This process can also be expedited by enclosing a self-addressed, pre-paid, overnight envelope for return of the Acknowledgment Copy. In this case, actually establishing contact (and making friends) with filing office personnel can greatly assist you.

Once you know the original filing number, you can order a certified copy of that particular filing using an Information Request and the procedure set forth in Section 7. The copy you receive will likely be a photograph of the microfilm of your filing, with a grayish, filmy appearance—nowhere near as aesthetic and readable as a regular photocopy. For this reason alone it is advisable to do your best to obtain a certified copy associated with the time of filing, discussed below in paragraph C.

- C. Certified copy based on the original filing. If the filing office offers a certified copy in connection with the actual filing, you can file in person or by mail/courier.
1. In person. If you have a time crunch and need the certified copy immediately, it is best to visit the UCC filing office in person, taking along an extra copy of the filing. It is easier to make friends this way, too. Sometimes the copy you bring will be certified, and other times the filing officer will make a copy of the filed original and then certify it. If you cannot get your certified copy the same day, you will probably be able to get it the following morning. Their procedure is not predictable, but this is the fastest way to obtain a certified copy of your filing.

2. Via mail/courier. Going online and checking the web site of a particular UCC filing office (see "UCC Filing Offices" and "UCC Filing Offices in Canada" in *Appendix* for phone numbers, email addresses, and web site URL's) is many times sufficient to verify that a certified copy of a filing can be ordered and paid for at the time of filing, but you can also call in and get other answers generally not available on the web. You can also make friends over the phone.

Send in the appropriate fee for a certified copy and, if instructed, a *photocopy of your filing*. Sometimes the certified copy is sent as soon as a couple of days later, sometimes it takes as much as four (4) weeks—depending on the office policy for providing certified copies and the backlog of microfilming. For this reason you may also want to enclose a self-addressed, pre-paid, overnight envelope for the filing officer so he/she gets the message that this is important and does his/her best to expedite the process. Otherwise, your filing will be returned by First-Class mail and will not stand out from the other hundreds of filings that the filing officer handles every day.

- D. Acceptance/refusal of filings. There seems to be a continuous metamorphosis among UCC filing offices regarding the filing of UCC Financing Statements of *Redemptors*: some states have no problem with accepting and filing the forms, and then a filing officer will start kicking them back. This has played out as a fairly up-and-down situation across the country, with a number of offices going back and forth on the issue, but most filing without incident.

One thing that can assist you is the new cover sheet for all filings, which lets the filing office personnel know that you are a knowledgeable filer. A sample form follows in this Section just before the first sample UCC Financing Statement, and a blank form can be found in Part IV, Blank Forms & Form Letters. The new cover sheet points out for the filing officer that you are aware of the only legitimate reasons for refusal of a filing. Filing officers are not free to reject filings at their whim, and are restricted by the limitations imposed by UCC 9-520, which states:

“(a) **Mandatory refusal to accept record.** A filing office shall refuse to accept a record for filing for a reason set forth in Section 9-516(b) and may refuse to accept a record for filing only for a reason set forth in Section 9-516(b).

“(b) **Communication concerning refusal.** If a filing office refuses to accept a record for filing, it shall communicate to the person that presented the record the fact of and reason for the refusal and the date and time the record would have been filed had the filing office accepted it. The communication must be made at the time and in the manner prescribed by filing-office rule, but...in no event no more than two business days after the filing office receives the record.

“(c) **When filed financing statement effective.** A filed financing statement satisfying Section 9-502(a) and (b) is effective, even if the filing office is required to refuse to accept it for filing under subsection (a). However, Section 9-338 applies to a filed financing statement providing information described in Section 9-516(b)(5) which is incorrect at the time the financing statement is filed.

“(d) **Separate application to multiple debtors.** If a record communicated to a filing office provides information that relates to more than one debtor, this part applies as to each debtor separately.” (Underline emphasis added)



Sections “(a)” and “(b)” of UCC 9-520 concern our needs more than do Sections “(c)” and “(d).” [Note: Section 9-502(a) and (b), referenced in 9-520(c) above, concerns mortgages as a financing statement, and as-extracted timber, respectively; Section 9-338 concerns agricultural liens.] Obviously, Section 9-516(b) is the most important section regarding refusals to file. There are seven (7) valid categories of reasons in Section 9-516(b) for refusal of a filing, with numerous sub-categories within the main seven. You need not know everything about them for purposes of filing, but the more you know about the process, the smoother things will go for you generally.

For this reason, you need to obtain a copy of your state’s UCC, called the “[Name of your state] Commercial Code,” as soon as possible—not for the sake of learning the whole thing, but for having it handy as a reference guide for acute issues as they may arise. A good source for a copy of your state’s UCC is West Group, at (800) 344-5009—and they are only too happy to ship you a copy immediately.

States that refuse *Redemptor* filings generally do so based on the claim that the debtor and secured party are the same “person.” This is very much not the case (for official confirmation of this fact, see **federal** in *Glossary*, i.e. “...not only upon the sovereign members of the Union, but directly upon all its citizens in their individual and corporate capacities.” 1866). Most states acknowledge the difference, but a few do not. For those that do not, we will need to file using one of the two methods outlined below in paragraph E. Those states that do not rely on this philosophy are bound by the limitations imposed by Section 9-516(b). Get your own copy of the UCC so you can learn these key points.

E. Options in the case of non-acceptance of *Redemptor* filings by your state. If the UCC Financing Statement is rejected as a Redemption filing, the situation can be remedied in a couple of ways:

1. By doing what is called a “cross-filing,” where your TRADE NAME is the debtor and the secured party is a different party (close friend, family member) with an entirely different name than your true name, thereby drawing no concern upon filing; and
2. In the case where the *Redemptor* owns real estate in the filing state, by doing a standard *Redemptor’s* UCC Financing Statement *against the real property* in the office of the county clerk/recorder of the county where the property is located. In this case, a certified copy of the filing would be obtained from the county at the time of filing (standard procedure at county level).

Sample filings for both of these filings are contained in this Section under the headings “Cross-Filing” and “Real Estate Filing,” respectively. If you need to do either, simply duplicate the contents of the appropriate form, substituting your particulars for those in the sample form.

F. Required follow-up filings after a cross-filing. In the case of a cross-filing there will need to be two follow-up filings:

1. One to convert *you* into the secured party, called an “ASSIGNMENT (PARTY INFORMATION)” —where there is a change in the parties; and

2. A second to get the proper security agreement (between your true name and TRADE NAME) entered on the record after the initial secured party (friend, family member) is no longer in the picture—called an “ASSIGNMENT (COLLATERAL CHANGE)”—where there is a change in the collateral description.

Sample filings for both of the above two follow-up filings are contained in the next Section, “UCC Financing Statement Amendments” under “Cross-Filing Amendment #1” and “Cross-Filing Amendment #2.”

- G. Follow-up filing after a real estate filing at county level. The first step is to do a standard UCC Financing Statement filing against the *Redemptor's* real estate at county level, and obtain a certified copy at the time of filing (take along an extra copy of the filing for the convenience of the county filing officer). Then visit a notary public and, *using the certified copy from the county as the original*, do a “Copy Certification by Document Custodian” of this document. The “Copy Certification by Document Custodian” form and its use are described in Section 6, Vital General Instructions for All UCC Filings, in paragraph C. [Note: There is also included with this manual an original blank copy of one of these forms for use in your state at the beginning of Section 12, Blank Forms & Form Letters.] You should now have the original certified copy from the county, and a second certified copy that you personally certified at the notary's. The certified copy that you made is yours to keep, so file it in a safe place; the original from the county gets filed in the UCC filing office.

The next step would be to file the *actual original certified copy of the filing from the county* in the UCC filing office at state level. Follow the remaining instructions in this Section and file your county-certified copy at state level. The reason is this: the state *must* accept UCC filings from any county filing office, but may reject those that can be invalidated over authenticity issues. The genuineness of the *original certified copy* from the county is beyond reproach, so those states that would otherwise reject *Redemptor* filings, whisk these in and file them without blinking. There is another benefit, as well: anyone with real estate needs to file a UCC Financing Statement in every county where he/she owns real property. This needs to be done sooner or later—in this case it is done sooner.

Note: The procedures described above are not intended to address completing the actual UCC Financing Statement form, but are necessary to cover preliminary issues you need to understand before commencing the filing process, which begins now.

## **II. Instructions for Completing the UCC Financing Statement Form.**

- A. Official UCC Instructions. Please read “Instructions for National UCC Financing Statement (Form UCC1)” and “Instructions for National UCC Financing Statement Addendum (Form UCC1Ad)” immediately following this set of Instructions, and then return and continue reading at paragraph B immediately below.
- B. No ink-jet printers. Do not use an ink-jet printer for printing your documents—laser-jet printers and typewriters only. Filing officers will reject ink-jet-printed documents because their UCC-filing-office computers are unable to read the text.

C. Completing the form (standard UCC Financing Statement). As well as the standard filing, these instructions also cover the *cross-filings* and *real estate filings* discussed above. Please consult the sample UCC Financing Statement form for John Henry Doe as often as needed to confirm your understanding of the following Instructions:

1. Box A. Providing data in this box is optional. We recommend you leave it blank.
2. Box B. Box B is for return of the UCC Financing Statement form after it has been indexed (filed) and microfilmed. You may place any name and mailing location you desire for return of the form. Because some states resist doing Redemption filings, you should select the most appropriate data for Box B.
3. Box 1a. Not applicable for our purposes, hereinafter "N/A."
4. Box 1b. Enter all-capital-letters TRADE NAME of your straw man, military style, *i.e.* "LAST, FIRST MIDDLE," as requested.
5. Box 1c. Enter the statutory address, complete with two-letter postal designation of the state, and the ZIP ("Zoning Improvement Plan") Code. You may also put "US" in the country slot if you desire.
6. Box 1d. To further differentiate between the true name and the TRADE NAME, enter TRADE NAME'S Social Security Account Number in this box.
7. Box 1e – 1g. N/A.
8. Box 2a. N/A.
9. Box 2b. This would come into play only in the case of the secured-party parent naming as an official debtor, the wife, as well as any son/daughter under the age of 18 (husband can claim wife's TRADE NAME, but wife cannot claim husband's). The need for having to list multiple family-member debtors on the UCC Financing Statement can be avoided by the secured-party spouse/parent simply claiming all birth certificates and TRADE NAMES of desired family members as shown in the sample security agreement.
10. Box 2c. Using the technique described in Box 2b immediately above (paragraph 9), this box would not need to be completed. If you decide to list multiple debtors, please follow the same instructions for addresses given above for Box 1c (paragraph 5).
11. Box 3a. N/A.
12. Box 3b. There are a number of options re filling in the secured party's true name, depending on the nature of the filing and any eccentricities of the UCC filing office that you are aware of:
  - (a) Standard filing. Surname in box marked "INDIVIDUAL'S LAST NAME"; initial part of given name box marked "FIRST NAME"; second part of given name in box marked "FIRST NAME"; and any suffix in box marked "SUFFIX." Though  
MIDDLE

many *Redemptors* may pull back from this style, we have not discovered a detriment in any proceedings. This style would undoubtedly cause less concern for a filing officer than placing the entire true name in one box as shown immediately below in paragraph 12(b).

- (b) Optional *Redemptor* filing. Complete true name (given name + surname; initial letters only capitalized) appearing completely within the box marked "INDIVIDUAL'S LAST NAME." This would be done where the filer was confident that the filing officer would not kick it back. Note: Because the indexing of the secured party's name is not a crucial issue with the filing office (only secured party's surname gets indexed) filing offices are not too stringent about this, and many people prefer not to enter their true name "military style," as is done with TRADE NAMES and other corporately colored entities. The choice is yours.
- (c) Cross-filing. Since this secured party will disappear as soon as the first Amendment is filed, you are free to write out this name any way you like, including placing the entire name in capital letters (which draws less attention than upper- and lower-case letters). [Note: Some filing offices do not appreciate forms that are completed in anything other than capital letters. The UCC does not make this distinction, but a few filing offices are realizing that this is a ploy that can be used to cause delay in the filing of the financing statements of some *Redemptors*' and so are using it. There is no basis for this policy.] It is recommended that you follow the form as presented in military style, *i.e.* last, first, middle, in ALL-CAPITAL LETTERS. Once the filing is taken and a filing number issued, there is nothing to discuss.
- (d) Real Estate filing. Same as "Standard filing" in paragraph 12(a) above.
13. Box 3c: Knowing what we know about the Postal Service (see "The Curse of Co-Suretyship" in Section 3), designations of an "address" and use of a ZIP Code certainly pale in comparison with the incalculable financial liabilities associated with accepting free delivery of mail matter. However, these factors probably have some kind of bearing on how government looks at its "subjects." As well, it probably just "feels better" to abstain from participating in the statutory mailing scheme. The final choice rests with the reader; the authors recommend the following:
- (a) Standard filing. "In care of: [Number and Street]" in box marked "MAILING ADDRESS"; "[City]" in box marked "CITY"; "[*de jure* two-, three-, four-, or five-letter State-abbreviation as found in the dictionary and in the datelines of newspaper articles, complete with a period following, if possible]" in box marked "STATE"; "Near [[ZIP Code in brackets]]" in box marked "POSTAL CODE"; "USA" in box marked "COUNTRY."
- (b) Cross-filing. Again, since this party and his/her mailing location will vanish upon the filing of the first UCC Financing Statement Amendment, it is recommended that the filer enter address designations as done normally by non-*Redemptors*.

(c) Real Estate filing. Same as "Standard filing" in paragraph 13(a) above.

14. Box 4. Here is the standard, blanket collateral description for each type of filing:

(a) Standard filing. The literal spelling-out in words of the document date as shown below is a common-law (non-statutory) designation of the date, *i.e.* a way of distinguishing between the common law and statutory law.

"All of debtor's assets, land, and personal property, and all of debtor's <sup>rights</sup> interest in said assets, land, and personal property, now owned and hereafter acquired, now existing and hereafter arising, and wherever located, described fully in Security Agreement No. [*Your* INITIALS]-[MMDDYY of document date]-SA dated the [Sequential, spelled out] Day of the [Sequential, spelled out] Month in the Year of Our Lord [Year, spelled out]. Inquiring parties may consult directly with debtor for ascertaining, in detail, the financial relationship and contractual obligations associated with this commercial transaction, identified in security agreement referenced above. Adjustment of this filing is in accord with UCC §§ 1-103, 1-104, and House Joint Resolution 192 of June 5, 1933. Secured Party accepts Debtor's signature in accord with UCC §§ 1-201(39), 3-401."

(b) Cross-filing. This is the text for the *initial cross-filing only* (collateral descriptions for subsequent cross-filings are provided in the next section: Section 9, UCC Financing Statement Amendment.

"All of debtor's assets, land, and personal property, and all of debtor's <sup>rights</sup> interest in said assets, land, and personal property, now owned and hereafter acquired, now existing and hereafter arising, and wherever located, described fully in Security Agreement No. [Any number designation other than the final one that will be used by You]-SA dated the [Any date earlier than the date that will be used by You]."

(c) Real estate filing. Same as "Standard filing" in paragraph 14(a) above.

15. Box 5. N/A.

16. Box 6. This concerns only real estate filings, done only at county level.

(a) Standard filing. N/A.

(b) Cross-filing. N/A.

(c) Real estate filing. This is an important entry for real estate filings. Place an "X" in the box in Box 6.

17. Box 7. N/A.

18. Box 8. N/A.

19. ADDENDUM Box 9a. N/A.

20. ADDENDUM Box 9b. Same name designation for debtor as that for Box 1c, described in paragraph ~~8~~<sub>4</sub> above.
21. ADDENDUM Box 10. N/A.
22. ADDENDUM Box 11a – 11g. N/A.
23. ADDENDUM Box 12a – 12c. N/A.
24. ADDENDUM Box 13. Always place an “X” in the box for “fixture filing” (last of the three boxes) in every UCC Financing Statement filing you do at both state and county level. This is a very important entry in that it places a security interest in all fixtures. *Fixtures* is defined as follows:

“‘Fixtures’ means goods that have become so related to particular real property that an interest in them arises under real property law.” UCC 9-102(a)(41).

This can be a somewhat fuzzy area, but basically, fixtures are anything that has to do with a house, building, structure, *etc.* except for immovable components, such as the foundation, walls, roof, *etc.*—the “shell” house essentially. Everything else can be construed as *fixtures*. Some examples of fixtures are: dishwashing machine, satellite dish, lighting fixtures, garbage disposal, weather vane, mail box, electric garage door opener, sprinkler system, electrical wiring system, water heater, oven, refrigerator, *etc.* The bank only has an interest in the *paper* that identifies the house—not *the house itself*. If you have a security interest in the fixtures on a piece of property, you automatically have leverage with the financial institution that holds the paper.

25. ADDENDUM Box 14. This box applies only in the case of a real estate filing at county level. Fill in the precise legal description of the property. Remember also that no matter when it is filed, anyone with real estate holdings needs to file a UCC Financing Statement in the county where property is located.
26. ADDENDUM Box 15. N/A.
27. ADDENDUM Box 16. Used for additional space when a collateral description runs over from the first page. Generally does not come into play in our filings.
28. ADDENDUM Box 17. N/A.
29. ADDENDUM Box 18. Always place an “X” in the box marked, “Debtor is a TRANSMITTING UTILITY.” See **transmitting utility** in *Glossary* if you are not certain why this is always done in Redemption filings. A transmitting-utility filing is a permanent filing, and need not be renewed every five years, as is the case with all other types of debtor-filings. If for no other reason—and there generally *is* no other reason in *Redemptor* filings—the Addendum page should always be used for designating the debtor as a transmitting utility. The remaining two boxes in Box 18 are not applicable for our purposes and so should be left blank.



### III. Completing Your Private, Contractual Documents.

- A. Maintaining privacy. None of the following documents is ever filed along with a financing statement in the UCC filing office. Voluntary filing in the public record of your private information makes it public, *i.e.* no longer private. For a real-life example of how filing private data in the public record can harm your interests, see "Public Filing vs. Privacy" near the end of Section 1, Maintaining Fiscal Integrity.
- B. Certifying your documents. Since none of these documents are ever filed in the UCC filing office, none of them will ever be time-/date-stamped and certified, as will be the case with an actual financing statement. However, certification of any of these documents can easily be done with the notary's "Copy Certification by Document Custodian" form. Your notarized certification of your documents, combined with a UCC-filing-office certified copy of the financing statement—*which precisely identifies your documents*—is all the evidence you need to prove your claim.
- C. Nature of each document. Understanding of these documents can only come through diligent study of their contents. The first three, the Private Agreement, the Hold-harmless and Indemnity Agreement, and the Security Agreement, are described more fully in Section 1, Maintaining Fiscal Integrity than herein below. Please see those descriptions for any uncertainties you may have about the essence of each. The other two, Attachment Sheet and Private Collateral List, are described below.
- D. Creating your documents. The only way that these documents can be converted for your private use is by going through each one, word by word, and plugging in your particulars in place of John Henry Doe's (and those of his family). Since none of these documents will ever be filed, it is not unreasonable that you complete and file your UCC Financing Statement in the filing office *before* your documents are ever completed. The only caveat (warning) is that you select the proper date for your documents in accordance with the history of your life with spouse, children, binding contracts, *etc.*, so key events are included within the scope of the documents time-wise. Sample documents are all dated so as to come *after* a marriage and birth of a daughter, but *before* execution of a mortgage contract). Mistakes are not fatal—any error can be corrected with an amendment—but you do not want to put yourself in a vulnerable position, so just get it right the first time.
- E. Description of documents.
1. Private Agreement. Foundation of contractual relationship between creditor and debtor; seminal document. Never allowed to be seen by anyone else; for your use only; confirms the nature of the private relationship; no third party has any right to impair the obligation of this contract.
  2. Hold-harmless and Indemnity Agreement. Differentiates between the parties; constitutes debtor's pledge to hold harmless and indemnify the secured party for any alleged mischief that debtor is tagged for; officially declares that creditor is not now, nor has creditor ever been, an accommodation party, and likewise a surety, for debtor.

3. Security Agreement. Comprehensive statement of pledge of collateral by debtor; covers all eventualities, both by debtor and those by any third party, in favor of secured party in respect of all collateral.
4. Attachment Sheet. Allows for itemized description of collateral without including it in Security Agreement-proper. In event you ever need to prove your claim by using your Security Agreement, you need not worry about inadvertently disclosing unrelated private information about you (and your family). The Security Agreement can be employed without revealing these things. When only a particular piece of property need be verified via the Attachment Sheet—integral component of the Security Agreement; attached thereto, made fully part thereof, and included therein by reference—other, non-pertinent items of property may be vetted (lined/blacked) out. You may even *re-create* the Attachment Sheet and include only the property in question, thereby omitting all other semi-confidential information that could be used by attacking party to harm your interests.
5. Private Collateral List. Another layer of privacy insulation for strict confidentiality; not supposed to be known by anyone other than the party with whom TRADE NAME is contracting. Examples: bank accounts, credit card accounts, email addresses, unlisted telephone numbers, legally unregistered weapons, *etc.* As with the Attachment Sheet, non-pertinent items can be vetted, and even excluded altogether if desired, from any Private Collateral List supplied for the purpose of proving your claim in the matter of a particular item of property.

#### IV. Instructions for Getting Your UCC Financing Statement Filed.

- A. Proper UCC filing office. The financing statement must be filed in the debtor's location, *i.e.* the jurisdiction of the TRADE NAME'S (*not your*) *residence*. Legally, a person can have only one residence at any given time. For most people, this will be the jurisdiction where the TRADE NAME ("individual") is registered to vote, has its driver license, *etc.*

“(b) Debtor’s location: general rules. Except as otherwise provided in this section, the following rules determine a debtor’s location: (1) A debtor who is an individual is located at the individual’s principal residence....” UCC 9-307.

For those who still believe that Big Brother is just here to help:

“Residence. The act or fact of living or regularly staying at or in some place for the discharge of a debt or the enjoyment of a benefit.” Merriam-Webster’s Online Dictionary, 2002. (Underline and bold emphasis added)

- B. Filing in birth state. It has recently been confirmed that the State Registrar of the birth state is the official “custodian” (trustee) of the property contained in the birth certificate, *i.e.* the *name* (see **birth certificate** in *Glossary* for a full discussion). For this reason, no matter where the TRADE NAME is currently a resident, it is recommended that you also file in the birth state. When the residence state is the same as the birth state, there will be only one filing; otherwise, there will be two. After reading under *birth certificate* in *Glossary*, see “Letter for State Registrar re Birth Certificate” in *Appendix* for putting the State Registrar on notice that he/she is

forbidden to share your property (name) with *anyone* other than you (a death blow for those in government who depend on these records as the "source" of your name, and use it for financial gain).

C. Mailing/courier location of UCC filing office. Based on debtor-TRADE NAME'S location, use the list of filing offices in *Appendix* under "UCC Filing Offices" (and "UCC Filing Offices in Canada") and contact the appropriate filing office and find out the exact filing fee for your two-page UCC Financing Statement, as well as the fee and procedure for obtaining a certified copy of your filing as soon as possible. Establishing a phone relationship with one of the filing personnel is a good idea because he/she can rescue you from unwanted situations, if necessary, in the future. If he/she likes you, he/she will remember you.

D. Compiling the package for transmittal.

1. Cover sheet. Make a photocopy of the blank cover sheet in Section 12, under "Cover Sheet for Filing by Mail/Courier," and fill in the blank spaces by hand in accordance with your filing. You can see a completed sample cover sheet just before the sample UCC Financing Statement in this Section.

2. UCC Financing Statement. Place the cover sheet on top of the two (2) stapled pages of the UCC Financing Statement (financing statement page plus Addendum page).

3. Mode of transmitting your filing. As stated in "Vital General Instructions for All UCC Filings" in Section 6, you generally have the following choices of transmitting and getting your UCC Financing Statement filed:

(a) In person. Best, if you have a deadline and need your certified copy immediately and the filing office offers a certified copy at time of filing. If you really need the filing done in person (for certified-copy advantages) but cannot make the trip, you can always use a local document filing service that will do the same thing you could have (see below). Unless time is of the essence, filing in person is not necessary.

(b) Mail. First-Class mail works fine, but sending by Certified/Registered Mail gives you an automatic temporary "filing number," *i.e.* the article number on the sticker, in the event the filing is rejected for an invalid reason (other than one of those in UCC 9-516(b)). Meaning, if the filing is rejected for a bogus reason, you can use the mailing number for filing until the situation is rectified. If you decide on Registered Mail for this mailing, please read the instructions for Registered Mail appearing at the top of the sample Registered Mail receipt form in Section 10, Handling Presentments.

(c) Courier. Most dependable and expeditious method. The Airbill number can work like Certified/Registered Mail number in event filing is rejected (see 3(b) above). If not filing in person, this is the recommended method.

(d) Electronically. We never file electronically, but that is no reason that you shouldn't. Check out the options online and make your choice.

(e) Fax. If you have an extreme situation and cannot file electronically, fax may be the answer. You would need to make contact with the filing office and find out all particulars, including payment details. Filing offices usually fax back time-/date-stamped copies of the fax-filing, sometimes for an extra fee. The return fax you receive will be a second-generation copy, so print quality will be inferior. Also, there may be no method of obtaining a *certified* copy of a fax-filing other than submitting an Information Request (described in Section 7) and waiting for it to be processed. Providing an overnight envelope can accelerate return of the certified copy, but the main delay will be in getting the fax-filing microfilmed.

(f) Local document filing service. If there are advantages with filing in person but you are unable to make the trip, this may be the answer. There are local document filing services in every American jurisdiction (and in Canada, as well). You can locate these organizations through UCC filing office personnel (best), sometimes through the Secretary of State's web site, by searching the web, and in the Yellow Pages under "Messenger Services" and "Delivery Services." Fees are generally very reasonable, although such companies generally require payment up front for individual parties; businesses can usually be billed. One firm, Diligenz, offers filing services in every jurisdiction. They can be reached at (800) 858-5924. Fax: (800) 345-6059. Web site: [www.diligenz.com](http://www.diligenz.com).

4. Planning for return of filed UCC Financing Statement from the filing office. We feel it is important to control the travels of the UCC Financing Statement. Therefore, we recommend inserting a self-addressed, pre-paid, overnight envelope in your transmittal package. If you are filing in person, just provide the filing officer with the overnight envelope. This is another reason to make friends with someone in the filing office: he/she will generally go the extra mile for someone he/she is familiar with, whereas he/she might not for someone else. You need to account for return of as many as two (2) documents:

(a) Acknowledgment copy. This is your original copy of your UCC Financing Statement, date-/time-stamped by the filing office and returned upon completion of microfilming. If you do not make other arrangements, the Acknowledgment copy will be sent by First-Class mail. Once you receive this copy from the filing office you can make a certified copy using the notary's "Copy Certification by Document Custodian" form, but such would only be for temporary use until you obtained an original certified copy.

(b) Certified Copy. This is the legal proof of your claims. Each filing office will have its own policy re providing certified copies, so work with your new friend at the filing office, find out the best way of getting your certified copy as soon as possible, and comply with the guidelines given. Providing a self-addressed, pre-paid, overnight envelope has proven to be the most dependable way, unless you retrieve the certified copy in person.

5. Transmitting your filing. Select the best method of transmission and get your package filed and a certified copy of the filing *in-hand* as soon as possible.

## Instructions for National UCC Financing Statement (Form UCC1)

Please type or laser-print this form. Be sure it is completely legible. Read all Instructions, especially Instruction 1; correct Debtor name is crucial. Follow Instructions completely.

Fill in form very carefully; mistakes may have important legal consequences. If you have questions, consult your attorney. Filing office cannot give legal advice. Do not insert anything in the open space in the upper portion of this form; it is reserved for filing office use.

When properly completed, send Filing Office Copy, with required fee, to filing office. If you want an acknowledgment, complete item B and, if filing in a filing office that returns an acknowledgment copy furnished by filer, you may also send Acknowledgment Copy; otherwise detach. If you want to make a search request, complete item 7 (after reading Instruction 7 below) and send Search Report Copy, otherwise detach. Always detach Debtor and Secured Party Copies.

If you need to use attachments, use 8-1/2 X 11 inch sheets and put at the top of each sheet the name of the first Debtor, formatted exactly as it appears in Item 1 of this form; you are encouraged to use Addendum (Form UCC1Ad).

A. To assist filing offices that might wish to communicate with filer, filer may provide information in item A. This item is optional.

B. Complete item B if you want an acknowledgment sent to you. If filing in a filing office that returns an acknowledgment copy furnished by filer, present simultaneously with this form a carbon or other copy of this form for use as an acknowledgment copy.

1. **Debtor name:** Enter only one Debtor name in item 1, an organization's name (1a) or an individual's name (1b). Enter Debtor's exact full legal name. Don't abbreviate.
  - 1a. **Organization Debtor.** "Organization" means an entity having a legal identity separate from its owner. A partnership is an organization; a sole proprietorship is not an organization, even if it does business under a trade name. If Debtor is a partnership, enter exact full legal name of partnership; you need not enter names of partners as additional Debtors. If Debtor is a registered organization (e.g., corporation, limited partnership, limited liability company), it is advisable to examine Debtor's current filed charter documents to determine Debtor's correct name, organization type, and jurisdiction of organization.
  - 1b. **Individual Debtor.** "Individual" means a natural person; this includes a sole proprietorship, whether or not operating under a trade name. Don't use prefixes (Mr., Mrs., Ms.). Use suffix box only for titles of lineage (Jr., Sr., III) and not for other suffixes or titles (e.g., M.D.). Use married woman's personal name (Mary Smith, not Mrs. John Smith). Enter individual Debtor's family name (surname) in Last Name box, first given name in First Name box, and all additional given names in Middle Name box.  
For both organization and individual Debtors: Don't use Debtor's trade name, DBA, AKA, FKA, Division name, etc. in place of or combined with Debtor's legal name; you may add such other names as additional Debtors if you wish (but this is neither required nor recommended).
  - 1c. An address is always required for the Debtor named in 1a or 1b.
  - 1d. Debtor's taxpayer identification number (tax ID #) — social security number or employer identification number — may be required in some states.
  - 1e, f, g. "Additional information re organization Debtor" is always required. Type of organization and jurisdiction of organization as well as Debtor's exact legal name can be determined from Debtor's current filed charter document. Organizational ID #, if any, is assigned by the agency where the charter document was filed; this is different from tax ID #; this should be entered preceded by the 2-character U.S. Postal identification of state of organization if one of the United States (e.g., CA12345, for a California corporation whose organizational ID # is 12345); if agency does not assign organizational ID #, check box in item 1g indicating "none."
- Note:* If Debtor is a trust or a trustee acting with respect to property held in trust, enter Debtor's name in item 1 and attach Addendum (Form UCC1Ad) and check appropriate box in item 17. If Debtor is a decedent's estate, enter name of deceased individual in item 1b and attach Addendum (Form UCC1Ad) and check appropriate box in item 17. If Debtor is a transmitting utility or this Financing Statement is filed in connection with a Manufactured-Home Transaction or a Public-Finance Transaction as defined in applicable Commercial Code, attach Addendum (Form UCC1Ad) and check appropriate box in item 18.
2. If an additional Debtor is included, complete item 2, determined and formatted per Instruction 1. To include further additional Debtors, or one or more additional Secured Parties, attach either Addendum (Form UCC1Ad) or other additional page(s), using correct name format. Follow Instruction 1 for determining and formatting additional names.
  3. Enter information for Secured Party or Total Assignee, determined and formatted per Instruction 1. If there is more than one Secured Party, see Instruction 2. If there has been a total assignment of the Secured Party's interest prior to filing this form, you may either (1) enter Assignor S/P's name and address in item 3 and file an Amendment (Form UCC3) [see item 5 of that form]; or (2) enter Total Assignee's name and address in item 3 and, if you wish, also attaching Addendum (Form UCC1Ad) giving Assignor S/P's name and address in item 12.
  4. Use item 4 to indicate the collateral covered by this Financing Statement. If space in item 4 is insufficient, put the entire collateral description or continuation of the collateral description on either Addendum (Form UCC1Ad) or other attached additional page(s).
  5. If filer desires (at filer's option) to use titles of lessee and lessor, or consignee and consignor, or seller and buyer (in the case of accounts or chattel paper), or bailee and bailor instead of Debtor and Secured Party, check the appropriate box in item 5. If this is an agricultural lien (as defined in applicable Commercial Code) filing or is otherwise not a UCC security interest filing (e.g., a tax lien, judgment lien, etc.), check the appropriate box in item 5, complete items 1-7 as applicable and attach any other items required under other law.
  6. If this Financing Statement is filed as a fixture filing or if the collateral consists of timber to be cut or as-extracted collateral, complete items 1-5, check the box in item 6, and complete the required information (items 13, 14 and/or 15) on Addendum (Form UCC1Ad).
  7. This item is optional. Check appropriate box in item 7 to request Search Report(s) on all or some of the Debtors named in this Financing Statement. The Report will list all Financing Statements on file against the designated Debtor on the date of the Report, including this Financing Statement. There is an additional fee for each Report. If you have checked a box in item 7, file Search Report Copy together with Filing Officer Copy (and Acknowledgment Copy). Note: Not all states do searches and not all states will honor a search request made via this form; some states require a separate request form.
  8. This item is optional and is for filer's use only. For filer's convenience of reference, filer may enter in item 8 any identifying information (e.g., Secured Party's loan number, law firm file number, Debtor's name or other identification, state in which form is being filed, etc.) that filer may find useful.

## Instructions for National UCC Financing Statement Addendum (Form UCC1Ad)

9. Insert name of first Debtor shown on Financing Statement to which this Addendum is related, exactly as shown in item 1 of Financing Statement.
10. Miscellaneous: Under certain circumstances, additional information not provided on Financing Statement may be required. Also, some states have non-uniform requirements. Use this space to provide such additional information or to comply with such requirements; otherwise, leave blank.
11. If this Addendum adds an additional Debtor, complete item 11 in accordance with Instruction 1 on Financing Statement. To add more than one additional Debtor, either use an additional Addendum form for each additional Debtor or replicate for each additional Debtor the formatting of Financing Statement item 1 on an 8-1/2 X 11 inch sheet (showing at the top of the sheet the name of the first Debtor shown on the Financing Statement), and in either case give complete information for each additional Debtor in accordance with Instruction 1 on Financing Statement. All additional Debtor information, especially the name, must be presented in proper format exactly identical to the format of item 1 of Financing Statement.
12. If this Addendum adds an additional Secured Party, complete item 12 in accordance with Instruction 3 on Financing Statement. In the case of a total assignment of the Secured Party's interest before the filing of this Financing Statement, if filer has given the name and address of the Total Assignee in item 3 of the Financing Statement, filer may give the Assignor S/P's name and address in item 12.
- 13-15. If collateral is timber to be cut or as-extracted collateral, or if this Financing Statement is filed as a fixture filing, check appropriate box in item 13; provide description of real estate in item 14; and, if Debtor is not a record owner of the described real estate, also provide, in item 15, the name and address of a record owner. Also provide collateral description in item 4 of Financing Statement. Also check box 6 on Financing Statement. Description of real estate must be sufficient under the applicable law of the jurisdiction where the real estate is located.
16. Use this space to provide continued description of collateral, if you cannot complete description in item 4 of Financing Statement.
17. If Debtor is a trust or a trustee acting with respect to property held in trust or is a decedent's estate, check the appropriate box.
18. If Debtor is a transmitting utility or if the Financing Statement relates to a Manufactured-Home Transaction or a Public-Finance Transaction as defined in the applicable Commercial Code, check the appropriate box.



**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

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B. SEND ACKNOWLEDGMENT TO: (Name and Address)

In care of:  
 Post Office Box 9999  
 Los Angeles 90010  
 California  
 John Henry Doe

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

OR

1b. INDIVIDUAL'S LAST NAME: **DOE**      FIRST NAME: **JOHN**      MIDDLE NAME: **HENRY**      SUFFIX:

1c. MAILING ADDRESS: **P.O. Box 9999**      CITY: **Los Angeles**      STATE: **CA**      POSTAL CODE: **90010**      COUNTRY: **US**

1d. TAX ID #: SSN OR EIN: **123-45-6789**      ADD'L INFO RE ORGANIZATION DEBTOR:      1e. TYPE OF ORGANIZATION:      1f. JURISDICTION OF ORGANIZATION:      1g. ORGANIZATIONAL ID #, if any:  NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names.

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME:      FIRST NAME:      MIDDLE NAME:      SUFFIX:

2c. MAILING ADDRESS:      CITY:      STATE:      POSTAL CODE:      COUNTRY:

2d. TAX ID #: SSN OR EIN:      ADD'L INFO RE ORGANIZATION DEBTOR:      2e. TYPE OF ORGANIZATION:      2f. JURISDICTION OF ORGANIZATION:      2g. ORGANIZATIONAL ID #, if any:  NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

OR

3b. INDIVIDUAL'S LAST NAME: **Doe**      FIRST NAME: **John**      MIDDLE NAME: **Henry**      SUFFIX:

3c. MAILING ADDRESS: **In care of: Post Office Box 9999**      CITY: **Los Angeles**      STATE: **Cal.**      POSTAL CODE: **Near [90010]**      COUNTRY: **USA**

4. This FINANCING STATEMENT covers the following collateral:

All of debtor's assets, land, and personal property, and all of debtor's interest in said assets, land, and personal property, now owned and hereafter acquired, now existing and hereafter arising, and wherever located, described fully in Security Agreement No. JHD-030473-SA dated the Fourth Day of the Third Month in the Year of Our Lord One Thousand Nine Hundred evnty-three. Inquiring parties may consult directly with debtor for ascertaining, in detail, the financial relationship and contractual obligations associated with this commercial transaction, identified in security agreement referenced above. Adjustment of this filing is in accord with UCC §§ 1-103, 1-104, and House Joint Resolution 192 of June 5, 1933. Secured Party accepts Debtor's signature in accord with UCC §§ 1-201(39), 3-401.

5. ALTERNATIVE DESIGNATION (if applicable):  LESSEE/LESSOR     CONSIGNEE/CONSIGNOR     BAILEE/BAILOR     SELLER/BUYER     AG. LIEN     NON-UCC FILING

6.  This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)    7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional)     All Debtors     Debtor 1     Debtor 2

8. OPTIONAL FILER REFERENCE DATA

# UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

**9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT**

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME

DOE

FIRST NAME

JOHN

MIDDLE NAME, SUFFIX

HENRY

**10. MISCELLANEOUS:**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

**11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names**

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11d. TAX ID #: SSN OR EIN

ADD'L INFO RE ORGANIZATION DEBTOR

11e. TYPE OF ORGANIZATION

11f. JURISDICTION OF ORGANIZATION

11g. ORGANIZATIONAL ID #, if any

NONE

**12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)**

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

12c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

13. This FINANCING STATEMENT covers  timber to be cut or  as-extracted collateral, or is filed as a  fixture filing.

14. Description of real estate:

16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.

Debtor is a  Trust or  Trustee acting with respect to property held in trust or  Decedent's Estate

18. Check only if applicable and check only one box.

Debtor is a TRANSMITTING UTILITY

Filed in connection with a Manufactured-Home Transaction — effective 30 years

Filed in connection with a Public-Finance Transaction — effective 30 years

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

---

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Blake M. Osborne  
 P.O. Box 2222  
 Los Angeles, CA 90022

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

OR

1b. INDIVIDUAL'S LAST NAME <b>DOE</b>	FIRST NAME <b>JOHN</b>	MIDDLE NAME <b>HENRY</b>	SUFFIX
--	---------------------------	-----------------------------	--------

1c. MAILING ADDRESS

<b>P.O. Box 9999</b>	CITY <b>Los Angeles</b>	STATE <b>CA</b>	POSTAL CODE <b>90010</b>	COUNTRY
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1d. TAX ID #: SSN OR EIN  
**123-45-6789**

ADD'L INFO RE ORGANIZATION DEBTOR

1e. TYPE OF ORGANIZATION

1f. JURISDICTION OF ORGANIZATION

1g. ORGANIZATIONAL ID #, if any  NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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2c. MAILING ADDRESS

	CITY	STATE	POSTAL CODE	COUNTRY
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2d. TAX ID #: SSN OR EIN

ADD'L INFO RE ORGANIZATION DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any  NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

OR

3b. INDIVIDUAL'S LAST NAME <b>Osborne</b>	FIRST NAME <b>Blake</b>	MIDDLE NAME <b>Michael</b>	SUFFIX
--	----------------------------	-------------------------------	--------

3c. MAILING ADDRESS

<b>P.O. Box 2222</b>	CITY <b>Los Angeles</b>	STATE <b>CA</b>	POSTAL CODE <b>90022</b>	COUNTRY <b>USA</b>
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4. This FINANCING STATEMENT covers the following collateral:

All of debtor's assets, land, and personal property, and all of debtor's interest in said assets, land, and personal property, now owned and hereafter acquired, now existing and hereafter arising, and wherever located, described fully in Security Agreement No. BMO-030102-SA dated March 1, 2002.

5. ALTERNATIVE DESIGNATION (if applicable):

<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
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6.  This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s)  All Debtors  Debtor 1  Debtor 2

8. OPTIONAL FILER REFERENCE DATA

# UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME DOE	FIRST NAME JOHN	MIDDLE NAME, SUFFIX HENRY
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10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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11c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY
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11d. TAX ID #: SSN OR EIN

ADD'L INFO RE ORGANIZATION DEBTOR

11e. TYPE OF ORGANIZATION

11f. JURISDICTION OF ORGANIZATION

11g. ORGANIZATIONAL ID #, if any  NONE

12.  ADDITIONAL SECURED PARTY'S or  ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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12c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY
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13. This FINANCING STATEMENT covers  timber to be cut or  as-extracted collateral, or is filed as a  fixture filing.

14. Description of real estate:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.  
Debtor is a  Trust or  Trustee acting with respect to property held in trust or  Decedent's Estate

18. Check only if applicable and check only one box.  
 Debtor is a TRANSMITTING UTILITY  
 Filed in connection with a Manufactured-Home Transaction — effective 30 years  
 Filed in connection with a Public-Finance Transaction — effective 30 years

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

---

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

In care of:  
 Post Office Box 9999  
 Los Angeles 90010  
 California  
 John Henry Doe

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME					
OR					
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
DOE		JOHN	HENRY		
1c. MAILING ADDRESS			CITY	STATE	POSTAL CODE
P.O. Box 9999			Los Angeles	CA	90010
1d. TAX ID #:	SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
123-45-6789					<input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME					
OR					
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE
2d. TAX ID #:	SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
					<input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME					
OR					
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
Doe		John	Henry		
3c. MAILING ADDRESS			CITY	STATE	POSTAL CODE
In care of: Post Office Box 9999			Los Angeles	Cal.	Near [90010]

4. This FINANCING STATEMENT covers the following collateral:

All of debtor's assets, land, and personal property, and all of debtor's interest in said assets, land, and personal property, now owned and hereafter acquired, now existing and hereafter arising, and wherever located, described fully in Security Agreement No. JHD-060996-SA dated the Ninth Day of the Sixth Month in the Year of Our Lord One Thousand Nine Hundred Ninety-six. Inquiring parties may consult directly with debtor for ascertaining, in detail, the financial relationship and contractual obligations associated with this commercial transaction, identified in security agreement referenced above. Adjustment of this filing is in accord with UCC §§ 1-103, 1-104, and House Joint Resolution 192 of June 5, 1933. Secured Party accepts Debtor's signature in accord with UCC §§ 1-201(39), 3-401.

5. ALTERNATIVE DESIGNATION [if applicable]:	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable].	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [optional].		<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2	
8. OPTIONAL FILER REFERENCE DATA						

# UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME <b>DOE</b>	FIRST NAME <b>JOHN</b>	MIDDLE NAME, SUFFIX <b>HENRY</b>
--	---------------------------	-------------------------------------

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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11c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY
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11d. TAX ID #: SSN OR EIN

ADD'L INFO RE ORGANIZATION DEBTOR

11e. TYPE OF ORGANIZATION

11f. JURISDICTION OF ORGANIZATION

11g. ORGANIZATIONAL ID #, if any  NONE

12.  ADDITIONAL SECURED PARTY'S or  ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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12c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY
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13. This FINANCING STATEMENT covers  timber to be cut or  as-extracted collateral, or is filed as a  fixture filing.

14. Description of real estate:

**WESTCHESTER ACRES, PH 1C,  
BLK 12 LT 14 ACS 0.350,  
VOL96136/0927 DD070199  
CO-LOSANG, 243150000 22825009  
(Deed transfer date: 19960610)**

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a  Trust or  Trustee acting with respect to property held in trust or  Decedent's Estate

18. Check only if applicable and check only one box.

Debtor is a TRANSMITTING UTILITY

Filed in connection with a Manufactured-Home Transaction — effective 30 years

Filed in connection with a Public-Finance Transaction — effective 30 years



Date: March 1, 2002

Filing Officer

Secretary of State - UCC Div.  
1500 - 11th Street, Room 255  
Sacramento, CA 95814

Re: Referenced Commercial Transaction

Greetings:

Please find enclosed:

- |   |                               |              |
|---|-------------------------------|--------------|
| <input type="checkbox"/> UCC Information Request  | Fee: \$ _____                 | (UCC 9-525)  |
| <input checked="" type="checkbox"/> UCC Financing Statement   | Fee: \$ <u>10<sup>-</sup></u> | (UCC 9-525)  |
| <input checked="" type="checkbox"/> Certified Copy requested (\$ <u>5<sup>-</sup></u> + \$ <u>—</u> per page) | Fee: \$ <u>5<sup>-</sup></u>  | (Local rule) |
| <input type="checkbox"/> UCC Financing Statement Amendment  | Fee: \$ _____                 | (UCC 9-525)  |
| <input type="checkbox"/> Certified Copy requested (\$ _____ + \$ _____ per page)                              | Fee: \$ _____                 | (Local rule) |
| Total Fees: \$ <u>15<sup>-</sup></u>  |                               |              |

Please take the following actions re the enclosed:

- |   |                                      |                                   |                                   |                         |
|---|--------------------------------------|-----------------------------------|-----------------------------------|-------------------------|
| <input type="checkbox"/> Search Response              | <input type="checkbox"/> Certified   | <input type="checkbox"/> All      | <input type="checkbox"/> Unlapsed | (UCC 9-523)             |
| <input type="checkbox"/> Copy Request                 | <input type="checkbox"/> Certified   | <input type="checkbox"/> All      | <input type="checkbox"/> Unlapsed | (UCC 9-523)             |
| <input type="checkbox"/> Specified Copies Only        | <input type="checkbox"/> Certified   |                                   |                                   | (UCC 9-523)             |
| <input checked="" type="checkbox"/> Record and index* |                                      |                                   |                                   | (UCC 9-516(b); 9-519)   |
| <input type="checkbox"/> Real Estate Records filing   |                                      |                                   |                                   | (UCC 519(d)(e), 521(a)) |
| <input type="checkbox"/> Search Report                | <input type="checkbox"/> All Debtors | <input type="checkbox"/> Debtor 1 | <input type="checkbox"/> Debtor 2 | (UCC 5-921(a))          |

Please return acknowledgment copy/requested records as follows:

- First-Class Mail
- Express Mail (pre-paid Express Mail mailing label enclosed)
- Federal Express (pre-paid FedEx USA Airbill enclosed)

Thank you.

John Henry Doe  
P.O. Box 9999  
Los Angeles, CA 90010

\* Filing Officer: In the event the enclosed financing statement/amendment is rejected for filing, please provide secured party with the specific reason(s) for any such refusal in writing within two (2) business days of filing office's receipt of said financing statement/amendment in accordance with UCC § 9-520(b). If said refusal is for a reason other than as authorized at UCC § 9-516(b), the person(s) responsible for said refusal should adequately identify himself/herself in the aforementioned written communication and provide secured party with the Code authority permitting said refusal.

**PRIVATE AGREEMENT** No. JHD-060996-PA  
**Non-Negotiable – Private Between the Parties**

**PARTIES**

**Debtor:** DOE, JOHN HENRY®trade-name (\*)  
P.O. Box 9999  
Los Angeles, CA 90010  
(\*JOHN HENRY DOE®, and any and all  
derivatives and variations in the spelling of said name.)  
Debtor's Social Security Account Number: 123-45-6789

**Creditor:** In care of: Post Office Box 9999  
Los Angeles 90010  
California Republic  
John Henry Doe®

**This Private Agreement** is mutually agreed upon and entered into on this Ninth Day of the Sixth Month in the Year of Our Lord One Thousand Nine Hundred Ninety-six between the juristic person, JOHN HENRY DOE®, and any and all derivatives and variations in the spelling of said name except "John Henry Doe," hereinafter jointly and severally "Debtor," and the living, breathing, flesh-and-blood man, known by the distinctive appellation John Henry Doe®, hereinafter "Creditor."

In consideration for Creditor (a) constituting the source, origin, substance, and being, *i.e.* basis of "preexisting claim," from which the existence of Debtor is derived, and the basis upon which Debtor functions as a transmitting utility, *i.e.* serves as a conduit, granting Creditor capacity for interacting, contracting, and exchanging goods and services in commerce with other artificial/juristic persons; (b) constituting the source of Debtor's assets, via the sentient existence, exercise of faculties, and labor of Creditor, which provides valuable consideration sufficient for supporting any contract whatsoever that Debtor may execute and concerning which Debtor may be regarded as bound, and (c) providing the security for payment of all sums now due and owing, and as might become due and owing, by Debtor, Debtor, for valuable consideration, does hereby and herewith Agree and Covenant that Debtor shall undertake the obligation of (i) functioning and serving as a transmitting utility for the benefit of Creditor, granting Creditor ability for engaging in commerce with other juristic persons, and (ii) indemnifying, defending, and holding Creditor harmless from and against any and all liability, claims, demands, orders, summonses, warrants, judgments, damages, costs, losses, liens, levies, depositions, lawsuits, legal actions, penalties, fines, interests, and expenses whatsoever, both absolute and contingent, due and as might become due, now existing and hereafter arising, howsoever evidenced, suffered, incurred by, and imposed on Debtor, and for whatever reason, purpose, and cause whatsoever. **Debtor, for valuable consideration, does also hereby and herewith expressly acknowledge, consent, and agree that Creditor cannot and must not, under any circumstance, nor in any manner whatsoever, be deemed an accommodation party, nor a surety, for Debtor.**

**Words Defined; Glossary of Terms.** As used in this Private Agreement, the following words and terms express the meanings set forth as follows, *non obstante*:

**Appellation.** In this Private Agreement the term "appellation" means: A general term that introduces and specifies a particular term which may be used in addressing, greeting, calling out for, and making appeals of a particular living, breathing, flesh-and-blood man.

**Conduit.** In this Private Agreement the term "conduit" signifies a means of transmitting and distributing energy and the effects/produce of labor, such as goods and services, via the name "JOHN HENRY DOE," also known by any and all derivatives and variations in the spelling of said name of Debtor except "John Henry Doe."

**Creditor.** In this Private Agreement the term "Creditor" means John Henry Doe®.

**Debtor.** In this Private Agreement the term "Debtor" means JOHN HENRY DOE®, also known by any and all derivatives and variations in the spelling of said name except "John Henry Doe."

**Derivative.** In this Private Agreement the word "derivative" means coming from another; taken from something preceding; secondary; that which has not the origin in itself, but obtains existence from something foregoing and of a more primal and fundamental nature; anything derived from another.

**Ens legis.** In this Private Agreement the term "*ens legis*" means a creature of the law; an artificial being, as contrasted with a natural person, such as a corporation, considered as deriving its existence entirely from the law.

**JOHN HENRY DOE.** In this Private Agreement the term "JOHN HENRY DOE" means JOHN HENRY DOE®, and any and all derivatives and variations in the spelling of said name except "John Henry Doe," Common Law Copyright © 1973 by John Henry Doe®. All Rights Reserved.

**John Henry Doe.** In this Private Agreement the term "John Henry Doe" means the sentient, living being known by the distinctive appellation "John Henry Doe." All rights are reserved re use of John Henry Doe®, Autograph Common-law Copyright © 1973 by John Henry Doe®.

**Juristic person.** In this Private Agreement the term "juristic person" means an abstract, legal entity *ens legis*, such as a corporation, created by construct of law and considered as possessing certain legal rights and duties of a human being; an imaginary entity, such as Debtor, *i.e.* JOHN HENRY DOE®, which, on the basis of legal reasoning, is legally treated as a human being for the purpose of conducting commercial activity for the benefit of a biological, living being, such as Creditor.

"From the earliest times the law has enforced rights and exacted liabilities by utilizing a corporate concept – by recognizing, that is, juristic persons other than human beings. The theories by which this mode of legal operation has developed, has been justified, qualified, and defined are the subject matter of a very sizable

library. The historic roots of a particular society, economic pressures, philosophic notions, all have had their share in the law's response to the ways of men in carrying on their affairs through what is now the familiar device of the corporation. ----- Attribution of legal rights and duties to a juristic person other than man is necessarily a metaphorical process. And none the worse for it. No doubt, "Metaphors in law are to be narrowly watched." Cardozo, J., in Berkey v. Third Avenue R. Co., 244 N.Y. 84, 94. "But all instruments of thought should be narrowly watched lest they be abused and fail in their service to reason." See U.S. v. SCOPHONY CORP. OF AMERICA, 333 U.S. 795; 68 S.Ct. 855; 1948 U.S."

**Living, breathing, flesh-and-blood man.** In this Private Agreement the term "living, breathing, flesh-and-blood man" means the Creditor, John Henry Doe®, a sentient, living being, as distinguished from an artificial legal construct, *ens legis*, i.e. a juristic person, created by construct of law.

**Non obstante.** In this Private Agreement the term "*non obstante*" means: Words anciently used in public and private instruments with the intent of precluding, in advance, any interpretation other than certain declared objects, purposes.

"There, every man is independent of all laws, except those prescribed by nature. He is not bound by any institutions formed by his fellowmen without his consent." CRUDEN v. NEALE, 2 N.C. 338 (1796) 2 S.E. 70.

**Private Agreement.** In this Private Agreement the term "Private Agreement" means the written, express, Private Agreement No. JHD-060996-PA dated the Ninth Day of the Sixth Month in the Year of Our Lord One Thousand Nine Hundred Ninety-six, between Creditor and Debtor, together with all modifications of and substitutions for said Private Agreement.

**Sentient, living, being.** In this Private Agreement the term "sentient, living being" means the Creditor, i.e. John Henry Doe®, a living, breathing, flesh-and-blood man, as distinguished from an abstract legal construct such as an artificial entity, juristic person, corporation, partnership, association, and the like.

**Signature.** See UCC § 3-401(b) (what is considered signature).

**Signed.** See UCC § 1-201(39) (what is considered signed).

**Transmitting Utility.** In this Private Agreement the term "transmitting utility" means a conduit, e.g. the Debtor, i.e. JOHN HENRY DOE®.

**UCC.** In this Private Agreement the term "UCC" means Uniform Commercial Code.

**This is a continuing Private Agreement and perpetuates in effect until the death, i.e. the permanent cessation of all vital functions and faculties, of Creditor.**

This Private Agreement No. JHD-060996-PA is dated: the Ninth Day of the Sixth Month in the Year of Our Lord One Thousand Nine Hundred Ninety-six

Debtor: JOHN HENRY DOE®

JOHN HENRY DOE®

Debtor's Signature

Creditor accepts Debtor's signature in accord with UCC §§ 1-201(39), 3-401(b).

Creditor's Signature

*John Henry Doe®*

Autograph Common Law Copyright © 1973 by John Henry Doe®. All Rights Reserved.

# HOLD HARMLESS AND INDEMNITY AGREEMENT

No. JHD-060996-HHIA

Non-Negotiable - Private Between the Parties

## PARTIES

**Debtor:** DOE, JOHN HENRY® trade-name (\*)  
P.O. Box 9999  
Los Angeles, CA 90010  
(\*JOHN HENRY DOE®, and any and all  
derivatives and variations in the spelling of said name.)  
Debtor's Social Security Account Number: 123-45-6789

**Creditor:** In care of: Post Office Box 9999  
Los Angeles 90010  
California Republic  
John Henry Doe®

This Hold-harmless and Indemnity Agreement is mutually agreed upon and entered into in this Ninth Day of the Sixth Month in the Year of Our Lord One Thousand Nine Hundred Ninety-six between the juristic person, JOHN HENRY DOE®, and any and all derivatives and variations in the spelling of said name except "John Henry Doe," hereinafter jointly and severally "Debtor," and the living, breathing, flesh-and-blood man, known by the distinctive appellation John Henry Doe®, hereinafter "Creditor."

For valuable consideration Debtor hereby expressly agrees and covenants, without benefit of discussion, and without division, that Debtor holds harmless and undertakes the indemnification of Creditor from and against any and all claims, legal actions, orders, warrants, judgments, demands, liabilities, losses, depositions, summonses, lawsuits, costs, fines, liens, levies, penalties, damages, interests, and expenses whatsoever, both absolute and contingent, as are due and as might become due, now existing and as might hereafter arise, and as might be suffered/incurred by, as well as imposed on, Debtor for any reason, purpose, and cause whatsoever. **Debtor does hereby and herewith expressly covenant and agree that Creditor shall not under any circumstance, nor in any manner whatsoever, be considered an accommodation party, nor a surety, for Debtor.**

**Words Defined; Glossary of Terms.** As used in this Hold-harmless and Indemnity Agreement, the following words and terms express the meanings set forth as follows, *non obstante*:

**Appellation.** In this Hold-harmless and Indemnity Agreement the term "appellation" means: A general term that introduces and specifies a particular term which may be used in addressing, greeting, calling out for, and making appeals of a particular living, breathing, flesh-and-blood man.

**Conduit.** In this Hold-harmless and Indemnity Agreement the term "conduit" signifies a means of transmitting and distributing energy and the effects/produce of labor, such as goods and services, via the name "JOHN HENRY DOE," also known by any and all derivatives and variations in the spelling of said name of Debtor except "John Henry Doe."

**Creditor.** In this Hold-harmless and Indemnity Agreement the term "Creditor" means John Henry Doe®.

**Debtor.** In this Hold-harmless and Indemnity Agreement the term "Debtor" means JOHN HENRY DOE®, also known by any and all derivatives and variations in the spelling of said name except "John Henry Doe."

**Derivative.** In this Hold-harmless and Indemnity Agreement the word "derivative" means coming from another; taken from something preceding; secondary; that which has not the origin in itself, but obtains existence from something foregoing and of a more primal and fundamental nature; anything derived from another.

**Ens legis.** In this Hold-harmless and Indemnity Agreement the term "ens legis" means a creature of the law; an artificial being, as contrasted with a natural person, such as a corporation, considered as deriving its existence entirely from the law.

**Hold-harmless and Indemnity Agreement.** In this Hold-harmless and Indemnity Agreement the term "Hold-harmless and Indemnity Agreement" means this Hold-harmless and Indemnity Agreement No. JHD-060996-HHIA, as this Hold-harmless and Indemnity Agreement may be amended and modified in accordance with the agreement of the parties signing hereunder, together with all attachments, exhibits, documents, endorsements, and schedules re this Hold-harmless and Indemnity Agreement attached hereto.

**JOHN HENRY DOE.** In this Hold-harmless and Indemnity Agreement the term "JOHN HENRY DOE" means JOHN HENRY DOE®, and any and all derivatives and variations in the spelling of said name except "John Henry Doe," Common Law Copyright © 1973 by John Henry Doe®. All Rights Reserved.

**John Henry Doe.** In this Hold-harmless and Indemnity Agreement the term "John Henry Doe" means the sentient, living, flesh-and-blood man identified by the distinctive appellation "John Henry Doe." All rights are reserved re use of John Henry Doe®, Autograph Common Law Copyright © 1973 by John Henry Doe®.

**Juristic person.** In this Hold-harmless and Indemnity Agreement the term "juristic person" means an abstract, legal entity *ens legis*, such as a corporation, created by construct of law and considered as possessing certain legal rights and duties of a human being; an imaginary entity, such as Debtor, i.e. JOHN HENRY DOE®, which, on the basis of legal reasoning, is legally treated as a human being for the purpose of conducting commercial activity for the benefit of a biological, living being, such as Creditor.

"From the earliest times the law has enforced rights and exacted liabilities by utilizing a corporate concept - by recognizing, that is, juristic persons other than human beings. The theories by which this mode of legal operation has developed, has been justified, qualified, and defined are the subject matter of a very sizable library. The historic roots of a particular society, economic pressures, philosophic notions, all have had their share in the law's response to the ways of men in carrying on their affairs through what is now the familiar device of the corporation. ----- Attribution of legal rights and duties to a juristic person other than man is

necessarily a metaphorical process. And none the worse for it. No doubt, "Metaphors in law are to be narrowly watched." Cardozo, J., in Berkey v. Third Avenue R. Co., 244 N.Y. 84, 94. "But all instruments of thought should be narrowly watched lest they be abused and fail in their service to reason." See U.S. v. SCOPHONY CORP. OF AMERICA, 333 U.S. 795; 68 S.Ct. 855; 1948 U.S."

**Living, breathing, flesh-and-blood man.** In this Hold-harmless and Indemnity Agreement the term "living, breathing, flesh-and-blood man" means the Creditor, John Henry Doe<sup>®</sup>, a sentient, living being, as distinguished from an artificial legal construct, *ens legis*, i.e. a juristic person, created by construct of law.

"There, every man is independent of all laws, except those prescribed by nature. He is not bound by any institutions formed by his fellowmen without his consent." CRUDEN v. NEALE, 2 N.C. 338 (1796) 2 S.E. 70.

**Non obstante.** In this Hold-harmless and Indemnity Agreement the term "*non obstante*" means: Words anciently used in public and private instruments with the intent of precluding, in advance, any interpretation other than certain declared objects, purposes.

**Sentient, living being.** In this Hold-harmless and Indemnity Agreement the term "sentient, living being" means the Creditor, i.e. John Henry Doe<sup>®</sup>, a living, breathing, flesh-and-blood man, as distinguished from an abstract legal construct such as an artificial entity, juristic person, corporation, partnership, association, and the like.

**Transmitting Utility.** In this Hold-harmless and Indemnity Agreement the term "transmitting utility" means a conduit, e.g. the Debtor, i.e. JOHN HENRY DOE<sup>®</sup>.

**UCC.** In this Hold-harmless and Indemnity Agreement the term "UCC" means Uniform Commercial Code.

This Hold-harmless and Indemnity Agreement No. JHD-060996-HHIA is dated: the Ninth Day of the Sixth Month in the Year of Our Lord One Thousand Nine Hundred Ninety-six

Debtor: JOHN HENRY DOE<sup>®</sup>

JOHN HENRY DOE<sup>®</sup>

Debtor's Signature

Creditor accepts Debtor's signature in accord with UCC §§ 1-201(39), 3-401(b).

Creditor's Signature



Autograph Common Law Copyright © 1973 by John Henry Doe<sup>®</sup>. All Rights Reserved.

**SECURITY AGREEMENT**      No. JHD-060996-SA  
**Non-Negotiable – Private Between the Parties**

**PARTIES**

**Debtor:**    **DOE, JOHN HENRY®** trade-name (\*)  
              **P.O. Box 9999**  
              **Los Angeles, CA 90010**  
              (\***JOHN HENRY DOE®**, also known by any and all  
              derivatives and variations in the spelling of said name.)  
              Debtor's Social Security Account Number: **123-45-6789**

**Secured Party:**    In care of: **Post Office Box 9999**  
                              **Los Angeles 90010**  
                              **California Republic**  
                              **John Henry Doe®**

This Security Agreement is mutually agreed upon and entered into on this Ninth Day of the Sixth Month in the Year of Our Lord One Thousand Nine Hundred Ninety-six between the juristic person, JOHN HENRY DOE®, also known by any and all derivatives and variations in the spelling of said name except "John Henry Doe," hereinafter jointly and severally "Debtor," and the living, breathing, flesh-and-blood man, known by the distinctive appellation John Henry Doe®, hereinafter "Secured Party."

For valuable consideration, Debtor (a) grants Secured Party a security interest in Collateral described herein below for the purpose of securing the indebtedness; (b) delivers all of Debtor's negotiable documents, instruments, money, tangible chattel paper, certificated securities, and goods, except those goods for which a security interest cannot be perfected by the filing of a financing statement, into the possession of Secured Party for the purpose of securing the indebtedness; (c) authorizes that all of Debtor's certificated securities in registered form be delivered into the possession of Secured Party as of the date of this Security Agreement for the purpose of securing the indebtedness; (d) agrees concerning having Debtor's name entered and registered in the records of the UCC filing office as a transmitting-utility debtor; and (e) agrees that Secured Party possesses the rights stated in this Security Agreement re Collateral, as well as any and all other rights that Secured Party may have.

This Security Agreement secures the following:

- (a) Obligation of Debtor in favor of Secured Party as set forth in the express, written Private Agreement No. JHD-060996-PA; amount of said obligation: **Ten Billion United States Dollars (\$10,000,000,000.00)**;
- (b) Repayment of (i) any amounts that Secured Party may advance, spend, and otherwise convey for the maintenance, preservation, upkeep, and the like of the Collateral, and (ii) any other expenditures that Secured Party may make under the provisions of this Security Agreement in particular and for the benefit of Debtor in general;
- (c) All amounts owed under any modification, renewals, extensions, and the like of any of the foregoing obligations;
- (d) All other amounts owed Secured Party, both now and in the future, by Debtor;
- (e) All indebtedness and liabilities, whatsoever, owed Secured Party by Debtor, both direct and indirect, absolute and contingent, due and as might become due, now existing and hereafter arising, and however evidenced;
- (f) Any other debts that may be owed Secured Party by Debtor, arising upon occasion as stated herein.

Debtor consents and agrees that all Collateral/property is held in the possession of Secured Party until Secured Party terminates this Security Agreement in writing.

**Words Defined; Glossary of Terms.** As used in this Security Agreement, the following words and terms are as defined in this section, *non obstante*:

**All.** In this Security Agreement the word "all" means everything one has: the whole number; totality, including both all and sundry; everyone; without restriction.

**Appellation.** In this Security Agreement the term "appellation" means: A general term that introduces and specifies a particular term which may be used in addressing, greeting, calling out for, and making appeals of a particular living, breathing, flesh-and-blood man.

**Artificial person.** In this Security Agreement the term "artificial person" means a juristic person, such as Debtor, JOHN HENRY DOE®, also known by any and all derivatives and variations in the spelling of said name except "John Henry Doe." See also **juristic person**.

**Authorized Representative.** In this Security Agreement the term "Authorized Representative" means the Secured Party, John Henry Doe®, authorized by Debtor for signing Debtor's signature, without liability and without recourse.

**Claim.** In this Security Agreement the word "claim" means: 1. Right of payment, both when such right is rendered into the form of a judgment, and for damages that are liquidated, un-liquidated, fixed, contingent, matured, un-matured, disputed, undisputed, legal, equitable, secured, and unsecured, as well as rulings regarding an equitable remedy for breach of performance if such breach results in a right of payment, both when an equitable remedy is rendered into the form of a judgment and for debts/obligations that are fixed, contingent, matured, un-matured, disputed, undisputed, secured, unsecured. 2. Demanding as one's own any challenge of property, and ownership of a thing, that is wrongfully withheld. [See Hill v. Henry, 66 N.J. Eq. 150, 57 Atl. 555. Also, a claim is to state. See Douglas v. Beasley, 40 Ala. 147; Prigg v. Pennsylvania, 16 pet. 615, 10 L.Ed. 1060.]

**Conduit.** In this Security Agreement the term "conduit" signifies a means of transmitting and distributing energy and the effects/produce of labor, such as goods and services, via the name "JOHN HENRY DOE," also known by any and all derivatives and variations in the spelling of said name of Debtor except "John Henry Doe."

**Creditor.** In this Security Agreement the term "Creditor" means John Henry Doe®.

**Debtor.** In this Security Agreement the term "Debtor" means JOHN HENRY DOE®, also known by any and all derivatives and variations in the spelling of said name except "John Henry Doe."



**Default.** In this Security Agreement the term "default" means Debtor's non-performance of a duty arising under this Security Agreement, specifically any event described below under "Event of Default."

**Derivative.** In this Security Agreement the word "derivative" means coming from another; taken from something preceding; secondary; that which has not the origin in itself, but obtains existence from something foregoing and of a more primal and fundamental nature; anything derived from another.

**Ens legis.** In this Security Agreement the term "*ens legis*" means a creature of the law; an artificial being, as contrasted with a natural person, such as a corporation, considered as deriving its existence entirely from the law.

**Hold-harmless and Indemnity Agreement.** In this Security Agreement the term "Hold-harmless and Indemnity Agreement" means the written, express, Hold-harmless and Indemnity Agreement No. JHD-060996-HHIA dated the Ninth Day of the Sixth Month in the Year of Our Lord One Thousand Nine Hundred Ninety-six, between Secured Party and Debtor, together with all modifications of and substitutions for said Hold-harmless and Indemnity Agreement, attached hereto and included herein by reference.

**John Henry Doe.** In this Security Agreement the term "John Henry Doe" means the sentient, living being known by the distinctive appellation "John Henry Doe." All rights are reserved re use of John Henry Doe®, Autograph Common Law Copyright © 1973 by John Henry Doe®.

**JOHN HENRY DOE.** In this Security Agreement the term "JOHN HENRY DOE" means JOHN HENRY DOE®, and any and all derivatives and variations in the spelling of said name except "John Henry Doe," Common Law Copyright © 1973 by John Henry Doe®. All Rights Reserved.

**Juristic person.** In this Security Agreement the term "juristic person" means an abstract, legal entity *ens legis*, such as a corporation, created by construct of law and considered as possessing certain legal rights and duties of a human being; an imaginary entity, such as Debtor, i.e. JOHN HENRY DOE®, which, on the basis of legal reasoning, is legally treated as a human being for the purpose of conducting commercial activity for the benefit of a biological, living being, such as Secured Party.

"From the earliest times the law has enforced rights and exacted liabilities by utilizing a corporate concept – by recognizing, that is, juristic persons other than human beings. The theories by which this mode of legal operation has developed, has been justified, qualified, and defined are the subject matter of a very sizable library. The historic roots of a particular society, economic pressures, philosophic notions, all have had their share in the law's response to the ways of men in carrying on their affairs through what is now the familiar device of the corporation. ----- Attribution of legal rights and duties to a juristic person other than man is necessarily a metaphorical process. And none the worse for it. No doubt, "Metaphors in law are to be narrowly watched." Cardozo, J., in Berkey v. Third Avenue R. Co., 244 N.Y. 84, 94. "But all instruments of thought should be narrowly watched lest they be abused and fail in their service to reason." See U.S. v. SCOPHONY CORP. OF AMERICA, 333 U.S. 795; 68 S.Ct. 855; 1948 U.S."

**Land.** In this Security Agreement the word "land" means any and all ground, soil, and earth whatsoever, including pastures, fields, meadows, woods, moors, waters, marshes, rock, and sand.

**Legal entity.** In this Security Agreement the term "legal entity" means an entity other than a natural person, with sufficient existence in legal contemplation that said entity can function legally, sue and be sued, and make decisions through agents.

**Liability.** In this Security Agreement the word "liability" means every kind of legal obligation, responsibility, and duty. Also the state of being bound and obligated in law for doing, paying a debt, fulfilling an obligation, rendering committed specific performance, and the like. [See Mayfield v. First Nat'l Bank of Chattanooga, Tenn., C.C.A. Tenn., 137 F.2d 1013, 1019; Feil v. City of Coeur d'Alene, 23 Idaho 32, 129 P. 643, 649, 43 L.R.A. N.S. 1095; Breslaw v. Rightmire, 196 N.Y.S. 539, 541, 119 Misc. 833.]

**Living, breathing, flesh-and-blood man.** In this Security Agreement the term "living, breathing, flesh-and-blood man" means the Secured Party, John Henry Doe®, a sentient, living being, as distinguished from an artificial legal construct, *ens legis*, i.e. a juristic person, created by construct of law.

"There, every man is independent of all laws, except those prescribed by nature. He is not bound by any institutions formed by his fellowmen without his consent." CRUDEN v. NEALE, 2 N.C. 338 (1796) 2 S.E. 70.

**Natural person.** In this Security Agreement the term "natural person" means a living, breathing, flesh-and-blood man, as distinguished from artificial persons, juristic persons, and the like.

**Non obstante.** In this Security Agreement the term "*non obstante*" means: Words anciently used in public and private instruments with the intent of precluding, in advance, any interpretation other than certain declared objects, purposes.

**Private Agreement.** In this Security Agreement the term "Private Agreement" means the written, express Private Agreement No. JHD-060996-PA dated the Ninth Day of the Sixth Month in the Year of Our Lord One Thousand Nine Hundred Ninety-six between Secured Party and Debtor, together with all modifications of and substitutions for said Private Agreement.

**Rents, wages, salaries, and other income, from whatever source derived.** In this Security Agreement the term "rents, wages, salaries, and other income, from whatever source derived" means all rents, wages, salaries, and other income, from whatever source derived, being owed, and becoming owed for the benefit of Debtor.

**Secured Party.** In this Security Agreement the term "Secured Party" means John Henry Doe®, a living, sentient being as distinguished from a juristic person created by construct of law.

**Security Agreement.** In this Security Agreement the term "Security Agreement" means this Security Agreement No. JHD-060996-SA, as this Security Agreement may be amended and modified by agreement of the parties, together with all attachments, exhibits, documents, endorsements, and schedules attached hereto.

**Sentient, living being.** In this Security Agreement the term "sentient, living being" means the Secured Party, i.e. John Henry Doe®, a living, breathing, flesh-and-blood man, as distinguished from an abstract legal construct, such as an artificial entity, juristic person, corporation, partnership, association, and the like.

**Signature.** See UCC § 3-401 (what is considered signature).

**Signed.** See UCC § 1-201(39) (what is considered signed). (37)

**Trade-name.** In this Security Agreement the term "trade-name" means any and all of the following juristic persons: JOHN HENRY DOE®, SARAH JANE DOE®, and ANNA MARIE DOE®, as well as any and all derivatives and variations in the spelling of said name(s), respectively, except "John Henry Doe," "Sarah Jane Doe," and "Anna Marie Doe," respectively.

**Transmitting utility.** In this Security Agreement the term "transmitting utility" means a conduit, e.g. the Debtor, i.e. JOHN HENRY DOE®.

**UCC.** In this Hold-harmless and Indemnity Agreement the term "UCC" means Uniform Commercial Code.

**Collateral.** In this Security Agreement the term "Collateral" means any and all items of property of Debtor, now owned and hereafter acquired, now existing and hereafter arising, and wherever located: (a) referenced within any of the following categories—i.e. all: motor vehicles, aircraft, vessels, ships, trademarks, copyrights, patents, consumer goods, firearms, farm products, inventory, equipment, money, investment property, commercial tort claims, letters of credit, letter-of-credit rights, chattel paper, electronic chattel paper, tangible chattel paper, certificated securities, uncertificated securities, promissory notes, payment intangibles, software, health-care-insurance receivables, instruments, deposit accounts, accounts, documents, livestock, real estate and real property—including all buildings, structures, fixtures, and appurtenances situated thereon, as well as affixed thereto—fixtures, manufactured homes, timber, crops, and as-extracted collateral, i.e. all oil, gas, and other minerals, as well as any and all accounts arising from the sale of these substances, both at wellhead and minehead; (b) described/identified within a particular, numbered paragraph under the heading "Paragraph '(b)' List" below; (c) described/identified within any document of title, certificate, form, and the like, a photocopy of which has been appended with this Security Agreement, attached hereto, made fully part hereof, and included herein by reference; (d) described/identified in "Attachment Sheet No. JHD-060996-AS" attached hereto, made fully part hereof, and included herein by reference; (e) described/identified in "Private Collateral List No. JHD-060996-PCL," made fully part hereof, and included herein by reference; (f) described/classified within any of the following: (i) accessions, increases, and additions, replacements of, and substitutions for, any of the property described in this Collateral section; (ii) products, produce, and proceeds of any of the property described in this Collateral section; (iii) accounts, general intangibles, instruments, monies, payments, and contract rights, and all other rights, arising out of sale, lease, and other disposition of any of the property described in this Collateral section; (iv) proceeds, including insurance, bond, general intangibles, and accounts proceeds, from the sale, destruction, loss, and other disposition of any of the property described in this Collateral section; and (v) records and data involving any of the property described in this Collateral section, such as in the form of a writing, photograph, microfilm, microfiche, tape, electronic media, and the like, together with all of Debtor's right, title, and interest in all computer software and hardware required for utilizing, creating, maintaining, and processing any such records and data in any electronic media. Each foregoing separate item of property referenced/described/identified/classified within any of the six (6) preceding paragraphs, i.e. "(a)," "(b)," "(c)," "(d)," "(e)," and "(f)," in this Collateral section secures the entire obligation/amount of indebtedness, i.e. Ten Billion United States Dollars (\$10,000,000,000.00).

#### Paragraph "(b)" List

1. The trade-name, mark, and trade-mark of Debtor: i.e. "JOHN HENRY DOE," and any and all other assemblages of letters and derivatives and variations in the spelling of said name used with the intent of identifying/referencing the Debtor, JOHN HENRY DOE®, except "John Henry Doe";
2. Any and every alleged birth document/record re John Henry Doe®, such as THE STATE OF TEXAS, BUREAU OF VITAL STATISTICS, DALLAS, TEXAS, CITY OF DALLAS, CERTIFICATION OF VITAL RECORD, FILE NO.: 111222-55, "ISSUED 05-05-75," i.e. any and every "CERTIFICATE OF BIRTH," "STANDARD CERTIFICATE OF BIRTH," "CERTIFICATE OF LIVE BIRTH," "STANDARD CERTIFICATE OF LIVE BIRTH," "NOTIFICATION OF BIRTH REGISTRATION," "NOTIFICATION OF REGISTRATION OF BIRTH," "CERTIFICATE OF REGISTRATION OF BIRTH," "CERTIFICATE OF BIRTH REGISTRATION," and any other otherwise-entitled birth document/record—issued at any of the following levels: hospital, city, county, state, federal, other—allegedly involving, concerning, binding, derived from, etc. the name consisting of any assemblage of letters regarded as identifying/referencing Debtor, i.e. JOHN HENRY DOE®, for any reason whatsoever;
3. Debtor's Social Security Account Number, 123-45-6789, and all related documents, instruments, and endorsements, front and back, except the paper card—but not the ink and printing on either side of said paper card—issued by Social Security Administration and bearing Social Security Account Number 123-45-6789 on the obverse thereof;
4. All related accounts, trusts, documents, instruments, and endorsements, front and back, re Debtor's Social Security Account Number 123-45-6789;
5. All Social Security income from Social Security Account Number 123-45-6789;
6. Account Number 123456789;

7. Case Number 123456789;
8. UNITED STATES OF AMERICA PASSPORT No. 098765432;
9. CALIFORNIA DRIVER LICENSE N87654321;
10. STATE OF CALIFORNIA, ORANGE COUNTY CLERK-RECORDER, CERTIFIED ABSTRACT OF MARRIAGE, LOCAL REGISTRATION NUMBER 85-006543 "DATE OF MARRIAGE: JUNE 12, 1985," "DATE FILED: JUNE 1985";
11. UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION, PRIVATE PILOT CERT. NO. 567898765;
12. All military/naval records, documentation, discharge papers, files, licenses, and the like referencing Debtor;
13. All land and real property;
14. All buildings, structures, and fixtures, and the appurtenances situated thereon and affixed thereto;
15. All documents involving all real property in which Debtor has an interest, including all buildings, structures, fixtures, and appurtenances situated on and affixed thereto;
16. All motor vehicles and wheeled conveyances of any kind, motorized and otherwise, in which Debtor has an interest;
17. All vessels and all equipment, accoutrements, baggage, and cargo affixed thereto, pertaining thereto, stowed therein, and the like, including but not limited by: all motors, engines, ancillary equipment, accessories, parts, tools, instruments, electronic equipment, navigation aids, service equipment, lubricants, and fuels and fuel additives;
18. All aircraft and all equipment, accoutrements, baggage, and cargo affixed thereto, pertaining thereto, stowed therein, and the like, including but not limited by: all motors, engines, ancillary equipment, accessories, parts, tools, instruments, electronic equipment, navigation aids, service equipment, lubricants, and fuels and fuel additives;
19. All deposit accounts, i.e. all demand, time, savings, passbook, and other accounts maintained with a bank of any kind whatsoever;
20. All credit card accounts;
21. All charge accounts;
22. All brokerage accounts, i.e. all stock, bond, mutual fund, and money-market accounts, and the like;
23. All retirement plan accounts, Individual Retirement Accounts, 401(k)'s, pension plans, and the like;
24. All precious metals and bullion, and any storage box and receptacle within which such is stored;
25. All stockpiles, collections, build-ups, amassments, and accumulations, however small, of Federal Reserve Notes, gold certificates, and silver certificates and all other types and kinds of cash, coin, currency, and money (delivered into possession of Secured Party as of date of this Security Agreement as described in subparagraph "(b)" of second paragraph on page 1 of this Security Agreement);
26. All stocks, bonds, drafts, futures, insurance policies, investment securities, notes, options, puts, calls, warrants, securities, and benefits from trust, and the like;
27. All bank "safety" deposit boxes, the contents therein, and the box numbers associated therewith, and the keys, combinations, security codes, passwords, and the like associated therewith;
28. All credit of Debtor;
29. All proceeds, products, accounts, and fixtures from crops, mine head, wellhead, etc.;
30. All rents, wages, salaries, and other income, from whatever source derived;
31. All land, mineral, water, and air rights;
32. All documents, records, and certificates re cottages, cabins, houses, and buildings in which Debtor has an interest;
33. All inventory in any source;
34. All machinery, both farm and industrial;
35. All trailers, mobile homes, and recreational vehicles, and house, cargo, and travel trailers, and all equipment, accoutrements, baggage, and cargo affixed thereto, pertaining thereto, stowed therein, and in any manner attached thereto, including but not limited by: all ancillary equipment, accessories, parts, service equipment, lubricants, and fuels and fuel additives;
36. All livestock and animals, and all things required for the care, feeding, use, transportation, and husbandry thereof;
37. All computers, computer-related equipment and accessories, electronically stored files and data, telephones, electronic equipment, and office equipment and machines;
38. All visual reproduction systems, aural reproduction systems, motion pictures, films, video tapes, audio tapes, sound tracks, compact discs, phonograph records, film, video and aural production equipment, cameras, projectors, and musical instruments;
39. All books, booklets, pamphlets, treatises, essays, treatments, monographs, stories, written material, libraries, plays, screenplays, lyrics, songs, and music;
40. All financial books and records;

41. All proprietary data and technology, inventions, royalties, and good will;
42. All scholastic degrees, diplomas, honors, awards, and meritorious citations;
43. All records, diaries, journals, photographs, negatives, transparencies, images, video footage, film footage, drawings, sound records, audio tapes, video tapes, and computer production and storage facility of any kind;
44. All fingerprints, footprints, palm prints, thumbprints, RNA materials, DNA materials, blood and blood fractions, biopsies, surgically removed tissue, body parts, organs, hair, teeth, nails, semen, urine, other bodily fluids and matter, voice-print, retinal image, and the descriptions thereof, and all other corporal identification factors, and said factors' physical counterparts, in any form, and all records, record numbers, and information pertaining thereto, re Debtor;
45. All biometrics data, records, information, and processes not elsewhere described, the use thereof, and the use of the information contained therein, pertaining thereto, and otherwise;
46. All rights for requesting, refusing, authorizing, and disallowing the administration of, any drug, manipulation, material, process, procedure, ray, and wave that Secured Party considers might alter the state of the body, mind, spirit, will, and any other aspect of being, by any means, method, and process whatsoever;
47. All rights for obtaining, using, requesting, refusing, and authorizing the administration of, any food, beverage, nourishment, water, and the like, that might be infused into, such as by injection, swallowing, and the like into the body, and any substance that might affect the body in any manner whatsoever;
48. All keys, locks, lock combinations, encryption codes, safes, and secured places, and security devices, security programs, and all software, machinery, and devices associated therewith and related thereto;
49. All rights for accessing and using utilities upon payment of the same unit costs as the comparable units of usage offered for the benefit of most-favored customers, including cable, electricity, garbage, gas, internet, satellite, sewer, telephone, water, Internet, e-mail, and all other methods of communication, energy transmission, and food and water distribution;
50. All rights for bartering, buying, contracting, selling, and trading ideas, products, services, and work;
51. All rights for creating, inventing, adopting, utilizing, and promulgating any system and means of currency, money, medium of exchange, coinage, barter, economic exchange, bookkeeping, record-keeping, and the like;
52. All rights for using all free, rented, leased, fixed, and mobile domiciles, as if each were a permanent domicile, free from requirement for applying for, and otherwise securing, any government license, permission, permit, and otherwise, and free from entry, intrusion, and surveillance, by any means, regardless of duration of lease period, so along as any required lease is currently paid, but wherein the alternative, a subsequent three-day grace period has not expired;
53. All rights for managing, maneuvering, directing, guiding, and traveling in any form of motorized conveyance whatsoever, e.g. automobile, truck, motorcycle, and the like, without any requirement for applying for, and without the obligation for obtaining, any government license, permit, certificate, permission, and the like, of any kind whatsoever;
54. All rights for marrying and procreating children, and rearing, educating, training, guiding, and spiritually enlightening any such children, without any requirement for applying for, and without the obligation for obtaining, any government-issued license, number, serial number, permit, certificate, permission, and the like, of any kind whatsoever;
55. All rights for buying, selling, trading, gathering, growing, hunting, raising, angling, and trapping food, fiber, and raw materials for shelter, clothing, and survival;
56. All rights for exercising and enjoying freedom of religion, worship, use of sacraments, spiritual practice, and expression without any abridgment of freedom of speech, publishing, peaceable assembly, and petitioning Government for redress of grievances, and also petitioning any military force of the United States, as well as any other group, agency, and organization, and otherwise for physical protection from threats involving the safety and integrity of the person, as well as all property, of Secured Party from any source, both "public" and "private";
57. All rights for keeping and bearing arms for self-defense of self, family, and parties requesting physical protection of person and property;
58. All rights for creating, preserving, and maintaining inviolable spiritual sanctuary and receiving into same any and all parties requesting safety, shelter, and sanctuary;
59. All rights involving privacy and security in person and property, including all rights such as the safety and security of all household members, sanctuary dwellers, and guests, and all papers and effects of Debtor and all household and sanctuary dwellers and guests, against governmental, quasi-governmental, and private intrusion, detainer, entry, seizure, search, surveillance, trespass, assault, summons, and warrant, except with proof of superior claim duly filed in the UCC filing office by any such intruding party in the private capacity of said intruding party, notwithstanding whatever purported authority, warrant, order, law, pretense issued under color of law may be promulgated as the authority for any such intrusion, detainer, entry, seizure, search, surveillance, trespass, assault, summons, warrant, and the like;
60. All claims of ownership and certificates of title involving corporeal and incorporeal hereditaments, hereditary succession, and all innate aspects of being, i.e. mind, body, soul, free will, faculties, and self;
61. All names used and all corporations sole executed and filed, as well as might be executed and filed, under said names;

62. All intellectual property, including all speaking, writing, and other media;
63. All signatures and autographs;
64. All present and future retirement incomes, and rights in such incomes, deriving from any of Debtor's accounts, deposit accounts, and otherwise;
65. All present and future medical and healthcare rights, and rights owned through survivorship, from any of Debtor's accounts, deposit accounts, and otherwise;
66. All applications, filings, correspondence, information, identifying marks, images, licenses, travel documents, materials, permits, registrations, and records and records numbers held by any entity, for any purpose, however acquired, as well as the analyses and uses thereof, and any use of any information and images contained therein, regardless of creator, method, location, process, and storage form, including all processed algorithms analyzing, classifying, comparing, compressing, displaying, identifying, processing, storing, and transmitting said applications, filings, correspondence, information, identifying marks, images, licenses, travel documents, materials, permits, registrations, records and records numbers, and the like;
67. All library cards;
68. All accounts, deposits, escrow accounts, lotteries, overpayments, prepayments, prizes, rebates, refunds, returns, claimed and unclaimed funds, and all records and records numbers, correspondence, and information pertaining thereto, as well as all such items construed as being derived therefrom;
69. All drugs, herbs, medicine, medical supplies, cultivated plants, growing plants, inventory, ancillary equipment, supplies, propagating plants, and seeds, and all related storage facilities and supplies;
70. All products of and for agriculture, and all equipment, inventories, supplies, contracts, and accoutrements involved in the planting, tilling, harvesting, processing, preservation, and storage of all products of agriculture;
71. All farm, lawn, and irrigation equipment, and all accessories, attachments, hand-tools, implements, service equipment, parts, and supplies associated therewith and related thereto;
72. All fuel, fuel tanks, and containers, and all involved and related delivery and transfer systems;
73. All metal-working, woodworking, and other such machinery, and all ancillary equipment, accessories, consumables, power tools, hand tools, inventories, storage cabinets, toolboxes, work benches, shops, and facilities;
74. All camping, fishing, hunting, and sporting equipment, and all special clothing, materials, supplies, and baggage related thereto;
75. All rifles, guns, bows, and crossbows and related accessories, and the ammunition, projectiles, and integral components thereof;
76. All radios, televisions, communication equipment, receivers, transceivers, transmitters, antennas, and towers, and all ancillary equipment, supplies, computers, software programs, wiring, and related accessories and devices;
77. All power-generating machines, devices, and the like, and all storage, conditioning, control, distribution, wiring, and ancillary equipment as might pertain thereto in any manner;
78. All computers and computer systems and the information contained therein, as well as all ancillary equipment, printers, and data compression and encryption devices and processes;
79. All office and engineering equipment, furniture, ancillary equipment, drawings, tools, electronic and paper files, and items associated therewith and related thereto;
80. All water wells and well-drilling equipment, and all ancillary equipment, chemicals, tools, and supplies;
81. All shipping, storing, and cargo containers, and all chassis, truck trailers, vans, and the contents thereof, both on-site and in-transit, as well as in storage anywhere;
82. All building materials and prefabricated buildings, and all components and materials pertaining thereto, both before and during manufacture, transportation, storage, building, erection, and vacancy while awaiting occupancy thereof;
83. All communications and data, and the methods, devices, and forms of information storage and retrieval, and the products of any such stored information;
84. All books, drawings, magazines, manuals, and reference materials regardless of physical form;
85. All antiques, artwork, paintings, sculptures, etchings, photographic art, lithographs, and serigraphs, and all frames and mounts pertaining thereto, affixed thereon, and otherwise;
86. All food, and all devices, tools, equipment, vehicles, machines, and related accoutrements involved in food preservation, preparation, growth, transport, and storage;
87. All construction machinery and equipment and all ancillary equipment, supplies, materials, fuels, fuel additives, supplies, materials, and service equipment pertaining thereto;
88. All medical, dental, optical, prescription, and insurance records, records numbers, and information contained in any such records pertaining thereto;
89. All inheritances obtained, as well as all inheritances as might be received;
90. All wardrobe and toiletries;



91. All watches, jewelry, precious jewels, and semi-precious stones, and any mounting attached thereto, and all rings, except wedding rings, and all storage boxes within which any of the foregoing items are stored;
92. All radios, televisions, household goods and appliances, linen, furniture, kitchen utensils, cooking utensils, cutlery, tableware, and pottery;
93. All ownership, equity, property, and rights in property now owned, held, and hereafter acquired, in all businesses, corporations, companies, trusts, partnerships, limited partnerships, organizations, proprietorships, and other like entities, and all books and records pertaining thereto, all income obtained therefrom, and all accessories, accounts, equipment, information, inventory, money, parts, spare parts, and computer software pertaining thereto.
94. All packages, parcels, envelopes, and labels of any kind whatsoever that are addressed for the benefit of Debtor, both when received and when not received by Debtor;
95. All telephone, fax, and pager numbers;
96. All email addresses, Internet URL's, Internet web sites, Internet domain names, and Internet Service Provider accounts;
97. Any item of property not specifically described/named/specified/listed by make, model, serial number, account number, etc. is expressly herewith included as an item of property pledged by Debtor as collateral for securing Debtor's contractual obligation in favor of Secured Party.

This Security Agreement expressly herewith includes and encompasses all rights, legal title, equitable title, and interest in property described in this Collateral section, both when now owned and when hereafter acquired, now existing and such as might hereafter arise, and wherever located.

**Held Harmless and Indemnified.** In this Security Agreement Secured Party is held harmless and indemnified by Debtor in strict accordance with Hold-harmless and Indemnity Agreement No. JHD-060996-HHIA, attached hereto and included herein by reference.

**Authorized Representative.** Debtor hereby appoints Secured Party as Debtor's Authorized Representative and authorizes Secured Party to do the following: (a) sign, without liability, Debtor's signature in all commercial activity between Debtor and any other juristic person, where such signature is requested, and if required, for the purpose of authenticating the writing; (b) regarding any deposit account of any kind maintained in the name of Debtor, and likewise maintained in/under the Social Security Account Number of Debtor, with any bank, without further consent of Debtor, and without liability: (i) to originate instructions for the deposit-account bank and direct the disposition of funds in any such deposit account by acting as sole and exclusive signatory on said deposit account; (ii) to receive, open, and dispose of all written communication, correspondence, and mail concerning any such deposit account sent by any such deposit-account bank; (iii) to compose, finalize, authenticate, and send all written communication, correspondence, and mail concerning any such deposit account with any such deposit-account bank; and (iv) to maintain exclusive possession of any and all debit cards, ATM (Automated Teller Machine) cards, and other similar types of cards, as well as all checkbooks, savings books, passbooks, and other types of account books, re any and all such deposit accounts of any kind whatsoever maintained with any bank; (c) to demand, collect, receive, accept receipt for, sue for, and recover all sums of money and other property which are now, and may hereafter become, due, owing, and payable in favor of the Debtor; (d) to execute, sign, and indorse any and all claims, instruments, receipts, checks, drafts, and warrants issued for, and made payable in favor of, Debtor; (e) to settle and compromise any and all claims, now existing and as might hereafter arise, against Debtor, and against any item of Collateral; and (f) to file any claims, take any action, and institute and participate in any proceedings, both in the name of Debtor and under the distinctive appellation of Secured Party, as well as otherwise, which, in the sole discretion of Secured Party, may be deemed necessary and advisable. Secured Party may also receive, open, and dispose of mail indicating any alleged address of Debtor, and change any address concerning which mail and payments should be sent. This authorization is given as security for the indebtedness, and the authority hereby conferred is irrevocable and remains in full force and effect until renounced, in writing, and signed by Secured Party.

**Perfection of Security Interest.** (a) Debtor authorizes Secured Party's filing of a financing statement, and continuation statements as needed, describing Collateral, as well as any and all agricultural liens and other statutory liens against Debtor held by Secured Party; (b) Debtor also authorizes execution of such financing statements by Secured Party, and agrees that Debtor will take all other such actions reasonably requested by Secured Party, for perfecting and continuing Secured Party's security interest in Collateral, and also consents and agrees as follows: (i) Secured Party may at any time, without further authorization from Debtor, file carbon, photographic, and other types of reproductions of any herein-authorized financing statement, as well as this Security Agreement for use as a financing statement; and (ii) Secured Party is neither responsible for taking any steps necessary for the preservation of any third-party rights in Collateral, nor for protecting, preserving, maintaining, and the like any security interest granted any third party in Collateral.

**Event of Default.** Any event listed within any category below constitutes default under this Security Agreement: (a) Insolvency of Debtor, appointment of a receiver for any part of Debtor's property, any assignment for the benefit of a third-party creditor, as well as commencement of any proceeding under any set of laws, e.g. bankruptcy law, by Debtor, as well as against Debtor; (b) Commencement of foreclosure by judicial proceeding, self-help, repossession, as well as any other method by any third-party creditor of Debtor against any item of Collateral that is the subject of this Security Agreement; (c) Attachment, execution, lien, levy, and the like concerning any item of Collateral; (d) Failure of compliance of Debtor with any term, obligation, condition, and the like, contained in (i) the written, express Private Agreement No. JHD-060996-PA dated the Ninth Day of the Sixth Month in the Year of Our Lord One Thousand Nine Hundred Ninety-six between Debtor, i.e. JOHN HENRY DOE®, also known by any and all derivatives and variations in the spelling of said name except "John Henry Doe," and the Secured Party, John Henry Doe®, (ii) this Security Agreement, and (iii) any related document, as well as in any other agreement/contract between Debtor and Secured Party.



**Rights and Remedies in Event of Default.** In event of default under this Security Agreement, as well as under all related documents and other agreements and contracts between Secured Party and Debtor, as well anytime thereafter, Secured Party shall have all rights of a Secured Party in commerce re Debtor. In addition, and without limitation, Secured Party may exercise any number of the following rights and remedies:

**Sell Collateral.** Secured Party possesses full power to sell, lease, transfer, and otherwise deal with Collateral and proceeds thereof both in the name of Debtor and under the distinctive appellation of Secured Party. Secured Party may sell Collateral in any manner and at any place, such as at public auction, private sale, and otherwise without further notice. All expenses involving the disposition of Collateral, including, without limitation, the expenses of holding, insuring, preparing for sale, and selling Collateral, become part of the indebtedness secured by this Security Agreement and are payable on demand.

**Appoint Receiver.** In accordance with the requirements and options permitted by applicable law, Secured Party possesses the following rights and remedies regarding appointment of a receiver: (a) Secured Party may have a receiver appointed as a matter of right; (b) the receiver may be an employee of Secured Party and may serve without bond; and (c) all fees of receiver, and all fees of any attorney of receiver, become part of the indebtedness secured by this Security Agreement and are payable on demand, with interest at the Note rate, unless payment of interest at that rate is not permitted by applicable law, in which event such unpaid fees shall bear interest at the highest rate permitted by applicable law from date incurred until repaid.

**Collect Revenues, Apply Accounts.** Secured Party, both in Secured Party's personal capacity and through a receiver, may collect the payments, rents, incomes, and revenues from Collateral. Secured Party may at any time, at the sole discretion of Secured Party, transfer any Collateral under the distinctive appellation of Secured Party, as well as into the name of any nominee of Secured Party, and receive the payments, rents, incomes, and revenues therefrom, and may hold same as security for the indebtedness, apply payments in favor of the indebtedness in any order of priority that Secured Party may determine. Insofar as Collateral consists of accounts, general intangibles, deposit accounts, insurance policies, instruments, chattel paper, choses in action, and any similar property, Secured Party may demand, collect, receive, execute receipt for, settle, compromise, adjust, sue for, foreclose, and realize on Collateral as Secured Party may determine, concerning both indebtedness and Collateral, whenever due.

**Obtain Deficiency.** If Secured Party decides to sell any item of Collateral, Secured Party may obtain a judgment against Debtor for any deficiencies remaining on the indebtedness that Secured Party might be owed after application of all amounts received from the exercise of the rights provided in this Security Agreement. Debtor is liable for a deficiency even if the transaction described in this subsection is a sale of accounts, and likewise, of chattel paper.

**Cumulative Remedies.** All of Secured Party's rights and remedies, as evidenced by this Security Agreement, as well as by any related documents and by any other writing, are cumulative and may be exercised both singularly and concurrently. Pursuit by Secured Party of any remedy does not exclude pursuit of any other remedy, and making expenditures and taking action for performing an obligation of Debtor under this Security Agreement, after Debtor's failure of performance, does not affect Secured Party's right to declare a default and exercise the remedies therefor.

**Other Rights and Remedies.** Secured Party possesses all rights and remedies of a secured creditor under the Uniform Commercial Code, as may be amended upon agreement between the parties. In addition, Secured Party possesses, and may exercise, any and all other rights and remedies available at law, in equity, and otherwise.

**Rules of Construction.** In this Security Agreement: (a) neither the use of nor the referencing of the term "proceeds" authorizes any sale, transfer, other disposition, and the like of Collateral by Debtor; (b) the words "include," "includes," and "including" are not limiting; (c) the word "all" includes "any" and the word "any" includes "all"; (d) the word "or" is not exclusive; and (e) words and terms (i) in the singular number include the plural, and in the plural, the singular; and (ii) in the masculine gender include both the feminine and neuter.

**Miscellaneous Provisions.** The following miscellaneous provisions are a part of this Security Agreement:

**Amendments.** This Security Agreement, together with all related documents and endorsements, constitutes the entire understanding and agreement of the parties re the matters set forth in this Security Agreement. This Security Agreement may neither be changed nor modified in any manner whatsoever unless said change/modification is agreed upon by Secured Party in writing and signed by Debtor and Secured Party.

**Further Assurances.** Upon reasonable request by Secured Party, Debtor consents and agrees that Debtor will execute any further documents and take any further actions requested by Secured Party that augment any of the following: (a) evidencing the security interest granted herein; (b) perfecting the security interest granted herein; (c) maintaining first priority of the security interest granted herein; (d) effectuating rights herein granted Secured Party by Debtor.

**Severability.** In the event that a court of original and general jurisdiction at common law, such as an Article III court of justice arising under the Constitution of the United States of America, 1787, with the Bill of Rights of 1791, as lawfully amended by the qualified Electors of the several States of this American Union, and laws of the *de jure* United States of America, and such as a court of justice in accordance with the course of the common law arising under the Constitution of the California Republic, as amended by the qualified Electors of said California Republic and the laws of the *de jure* California, judicially determines that any part of this Security Agreement, including any amendment, addendum, revision, and the like is unacceptable for any reason, such as on the basis of being unlawful, invalid, void, unenforceable, and the like, such provision is thereby severed from this Security Agreement, but every remaining provision continues in full force and effect and may not be affected by such determination. If feasible, any such offending provision is deemed modified for inclusion within the limits of enforceability and validity. In the event that the offending provision

cannot be so modified, said offending provision is thereby stricken and all other provisions of this Security Agreement in all other respects remain valid and enforceable by Secured Party.

**Waiver.** Neither Secured Party's actions, nor Secured Party's omissions, may be construed as a waiver of any rights under this Security Agreement unless specifically so waived in writing and signed by Secured Party. Neither delay nor omission on the part of Secured Party in exercising any right may operate as a waiver of such right, nor may it operate as a waiver of any other right. A waiver by Secured Party of a provision of this Security Agreement neither prejudices, nor constitutes a waiver of, Secured Party's right for otherwise demanding strict compliance with that provision, and any other provision, of this Security Agreement. Neither prior waiver by Secured Party, nor any course of dealing between Secured Party and Debtor, may constitute a waiver of any of Secured Party's rights, nor of any of Debtor's obligations re any future transactions. Whenever the consent of Secured Party is required under this Security Agreement, the granting of such consent by Secured Party in any instance may not be construed as constituting continuing consent for subsequent instances where such consent is required, and in all cases such consent may be granted and withheld in the sole discretion of Secured Party.

**This Security Agreement is not dischargeable in bankruptcy court. Secured Party is holder in due course of all negotiable instruments referencing, bearing upon, and deriving from all property and Collateral referenced herein. All Collateral is exempt from levy and third-party lien.**

**This Security Agreement secures any and all indebtedness and liability whatsoever that Debtor owes in favor of Secured Party, both direct and indirect, absolute and contingent, due and as might become due, now existing and hereafter arising, and howsoever evidenced. This Security Agreement also secures any other debt that may be owed by Debtor, as arising, upon occasion, for the benefit of Secured Party.**

**Debtor acknowledges, consents, and agrees with all provisions of this Security Agreement and agrees that Debtor is bound by all terms and conditions as set forth herein.**

This Security Agreement No. JHD-060996-SA is dated: the Ninth Day of the Sixth Month in the Year of Our Lord One Thousand Nine Hundred Ninety-six

Debtor: JOHN HENRY DOE®

JOHN HENRY DOE®

Debtor's Signature

Secured Party accepts Debtor's signature in accord with UCC §§ 1-201(39), 3-401 and accepts for value this Security Agreement.

Secured Party's Signature



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**ATTACHMENT SHEET**

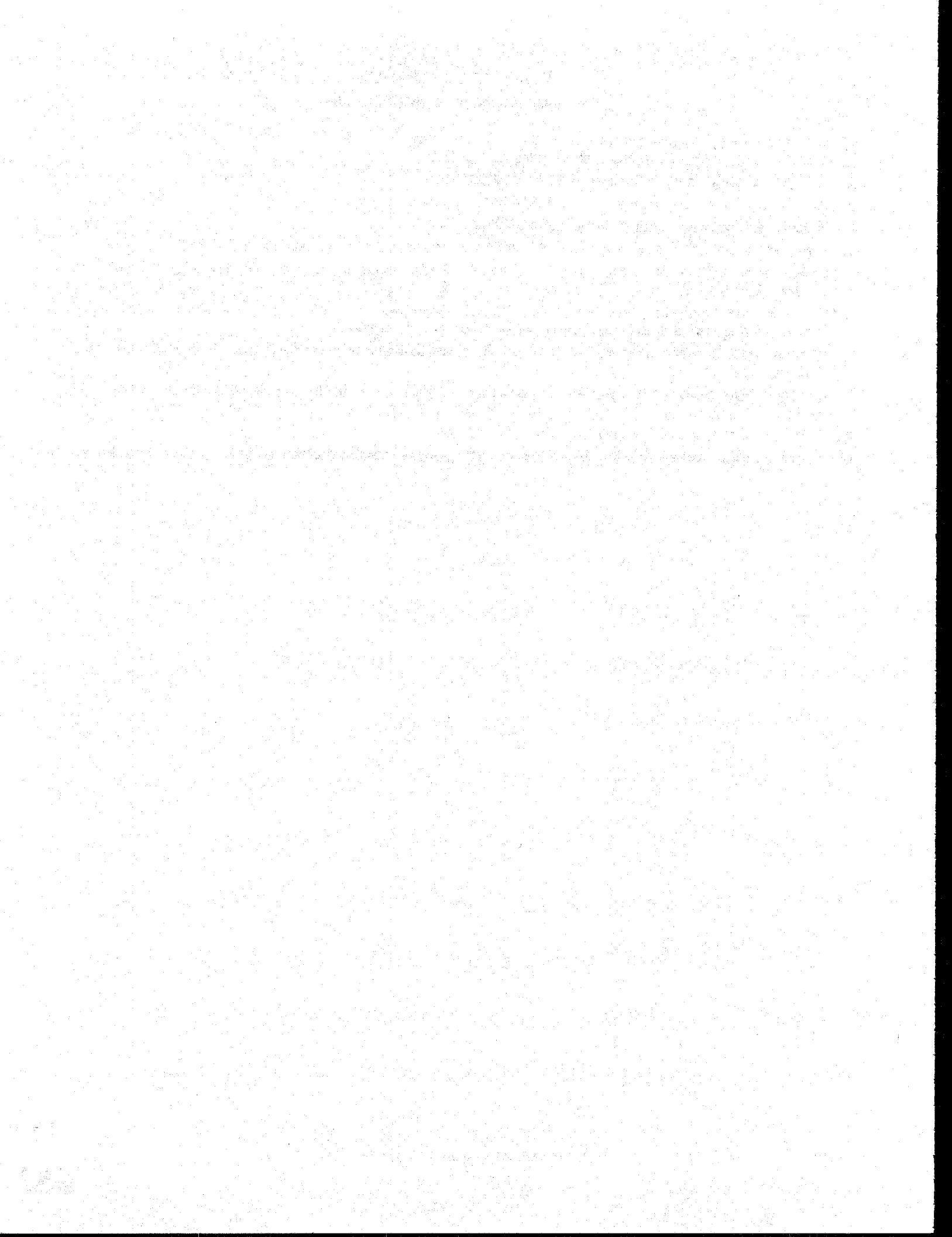
No. JHD-060996-AS

**Re: Security Agreement No. JHD-060996-SA**

1. The trade-name, mark, and trade-mark of Co-Debtor: i.e. "SARAH JANE DOE," and any and all other assemblages of letters and derivatives and variations in the spelling of said name used with the intent of referencing Co-Debtor, i.e. "SARAH JANE DOE";
2. The trade-name, mark, and trade-mark of Co-Debtor: i.e. "ANNA MARIE DOE," and any and all other assemblages of letters and derivatives and variations in the spelling of said name used with the intent of referencing Co-Debtor, i.e. "ANNA MARIE DOE";
3. Social Security Account Numbers: 459-95-9876, 459-95-2345;
4. Account Numbers: 459959876, 459952345;
5. Case Numbers: 459959876, 459952345;
6. Permits: State of California Board of Equalization SALES PERMIT No. LA-22-0987654;
7. Land and real property: WESTCHESTER ACRES, PH 1C, BLK 12 LT 14 ACS 0.350, VOL96136/0927 DD070199 CO-LOSANG, 243150000 22825009 (Deed transfer date: 19960610);
8. Buildings, structures, and fixtures located on what is commonly known as: BUILDINGS;
9. Deposit accounts (i.e. demand, time, savings, passbook, and other accounts maintained with a bank of any kind): as authorized in paragraph "(b)" under "Authorized Representative" on page "7" of Security Agreement No. JHD-060996-SA dated Fourth Day of the Third Month in the Year of Our Lord One Thousand Nine Hundred Seventy-three, and described in Private Collateral List No. JHD-060996-PCL;
10. Credit card accounts: as described in Private Collateral List No. JHD-060996-PCL;
11. Charge card accounts: as described in Private Collateral List No. JHD-060996-PCL;
12. Brokerage accounts: as described in Private Collateral List No. JHD-060996-PCL;
13. Retirement plan accounts, Individual Retirement Accounts, 401(k)'s, pension plans, and the like: as authorized in paragraph "(b)" under "Authorized Representative" on page "7" of Security Agreement No. JHD-060996-SA dated Ninth Day of the Sixth Month in the Year of Our Lord One Thousand Nine Hundred Ninety-six, and described in Private Collateral List No. JHD-060996-PCL;
14. UNITED STATES OF AMERICA PASSPORT Nos.: 567890123, 234567890;
15. Driver licenses: CALIFORNIA DRIVER LICENSE B8765432;
16. Miscellaneous licenses: California Cosmetology Commission OPERATOR LICENSE, LICENSE NUMBER 0007775544 re "DOE, SARAH JANE";
17. All precious metals and bullion, and any storage box and receptacle within which such is stored: as described in Private Collateral List No. JHD-060996-PCL;
18. All keys, locks, lock combinations, encryption codes, safes, and secured places, and security devices, security programs, and all software, machinery, and devices associated therewith and related thereto: as described in Private Collateral List No. JHD-060996-PCL;
19. All present and future retirement incomes, and rights in such incomes, deriving from any of Debtor's accounts, deposit accounts, and otherwise: as described in Private Collateral List No. JHD-060996-PCL;
20. All rifles, guns, bows, and crossbows and related accessories, and the ammunition, projectiles, and integral components thereof: as described in Private Collateral List No. JHD-060996-PCL;
21. All telephone, fax, and pager numbers: as described in Private Collateral List No. JHD-060996-PCL;
22. Email addresses, Internet URL's, Internet web sites, Internet domain names, and Internet Service Provider accounts: as described in Private Collateral List No. JHD-060996-PCL;

**PRIVATE COLLATERAL LIST** No. JHD-060996-PCL  
**Re: Attachment Sheet No. JHD-060996-AS**

1. Deposit accounts (i.e. demand, time, savings, passbook, and other accounts maintained with a bank of any kind): Bank of America account no. 54321-12345; Wells Fargo Bank account no. 0525-876543;
2. Credit card accounts: Capital One account no. 4811-1111-2222-3333;
3. Charge card accounts: Chevron account no. 4325-9877-44; Sears account no. 234567-876543-2345;
4. Brokerage accounts: Merrill Lynch account no. 233-456789012;
5. Retirement plan, and individual retirement account(s), 401(k)'s, pension plans, and the like: (none listed);
6. Precious metals and bullion, and any storage box and receptacle within which such is stored: 60 ounces (troy) silver stamped "Smithburg Mint";
7. Keys, locks, lock combinations, encryption codes, safes, and secured places, and security devices, security programs, and all software, machinery, and devices associated therewith and related thereto: (none listed);
8. All present and future retirement incomes, and rights in such incomes, deriving from any of Debtor's accounts, deposit accounts, and otherwise: (none listed);
9. Rifles, guns, bows, and crossbows and related accessories, and the ammunition, projectiles, and integral components thereof: (none listed);
10. Telephone, fax, and pager numbers: (562) 222-9999, (310) 765-0000;
11. All email addresses, Internet URL's, Internet web sites, Internet domain names, and Internet Service Provider accounts: (none listed).



Section 9

***UCC Financing Statement  
AMENDMENT  
Instructions***



# ***UCC Financing Statement AMENDMENT***

## ***Instructions***

### **I. Preliminary Filing Considerations.**

- A. **Certified copy.** As with the UCC Financing Statement, you will need to obtain a certified copy of all Amendment filings, both at state level and county level. If a filing office neither offers a certified copy at time of filing, nor the option to order a certified copy at time of filing, you will need to utilize the process described in Section 7, Information Request. Otherwise, follow the procedure described in the previous Section and take the necessary steps to secure a certified copy of this filing.
- B. **Original filing number.** To file an Amendment you will need the original filing number of your UCC Financing Statement, as discussed in the previous Section. If you do not yet have the original filing number, please review paragraph B on the first page of the UCC Financing Statement instructions.

### **II. Instructions for the UCC Financing Statement AMENDMENT Form.**

- A. **Official UCC Instructions.** Please read "Instructions for National UCC Financing Statement AMENDMENT (Form UCC3)" and "Instructions for National UCC Financing Statement AMENDMENT Addendum (Form UCC3Ad)" immediately following this set of Instructions, and then return and continue reading at paragraph B immediately below.
- B. **Completing the UCC Financing Statement AMENDMENT form.** As well as for a standard Amendment, these instructions also cover the two follow-up filings for the *cross-filing* described in the previous Section for the UCC Financing Statement. As you go through these instructions, consult the particular sample UCC Financing Statement AMENDMENT form for John Henry Doe that matches your needs as often as necessary to confirm your understanding of the following Instructions:
1. **Box A.** Providing data in this box is optional. We recommend you leave it blank.
  2. **Box B.** Box B is for return of the UCC Financing Statement form after it has been indexed (filed) and microfilmed. You may place any name and mailing location you desire for return of the form. Because some states resist doing Redemption filings, you should select the most appropriate data for Box B.
  3. **Box 1a.** Place the original filing number of your UCC Financing Statement in this box, as well as the exact date and time of filing, if convenient.
  4. **Box 1b.** The only time this box is checked is when you do an Amendment on a UCC Financing Statement filed at county level in a real estate filing. This is not applicable for our needs as set forth herein, although the need could certainly arise one day for those with real estate holdings.

5. Box 2. Used only for termination of a financing statement, wherein secured party no longer claims a security interest in collateral. You will likely never do a "Termination," so this is not applicable for our needs.
6. Box 3. Used only for filings where debtor is not a transmitting utility, and must be renewed every five (5) years. Does not apply for our purposes because your TRADE NAME is a transmitting utility and the filing is permanent.
7. Box 4. This box is checked when there is any change in the secured party of record. This box covers both full and partial assignments of security interest in the collateral of the debtor. Box 4 also has additional requirements for identifying the new assignee, described in "(a)" below.
  - (a) Cross-Filing Amendment #1. Box 4 is checked in this, the first cross-filing Amendment from the initial cross-filing. Per additional instructions within Box 4:
    - i. The name of the *assignee* (your true name) is entered in Box 7b;
    - ii. The mailing location (address) of the *assignee* (you) is entered in box 7c; and
    - iii. The name of the *assignor* (your friend/family member, original secured party of record,) is entered in Box 9b.
8. Box 5. Used for indicating changes in names/addresses of the parties; also to indicate addition of new parties and deletion of former parties. Boxes 6 and 7 are used to reflect the particular change. Generally not applicable for our purposes.
9. Box 6. For listing changed names and addresses from Box 5. In case of name change, current name is entered in Box 6a/6b; when a party is added/deleted, name of party is entered in Box 6a/6b. Generally not applicable for our needs.
10. Box 7. Entries made based on indication in Box 4 (assignee) or Box 5 (new party's name/address, and tax ID, in the case of a new debtor; generally not applicable). Since you are named as assignee in the first cross-filing:
  - (a) Cross-Filing Amendment #1. As indicated in Box-4 instructions:
    - i. Enter name of *assignee* (your true name) in Box 7b;
    - ii. Enter mailing location (address) of *assignee* (you) in box 7c; and
    - iii. Enter name of the *assignor* (your friend/family member, original secured party of record,) in Box 9b.
11. Box 8. This box gets an entry whenever there is a change of any kind in the collateral. Both Cross-Filing Amendment #1 and #2 will affect the collateral because #1 is a full assignment of security interest in the collateral of the debtor, and #2 (a subsequent filing) is a restated collateral description (that identifies the correct security agreement between debtor and secured party):

- (a) Cross-Filing Amendment #1. When doing the first follow-up cross-filing, *i.e.* Cross-Filing Amendment #1, place an "X" in the last box on the far right (of Box 8), marked "describe collateral assigned," and enter the following text:

"Secured party herewith executes a full assignment of collateral, identified in Security Agreement No. [Any number designation other than the final one that you will use]-SA dated the [Any date earlier than the one you will use] in favor of assignee, new secured party of record, [You]. Inquiring parties may consult with debtor directly for ascertaining, in detail, the financial relationship between debtor and new secured party of record, identified in security agreement referenced above."

- (b) Cross-Filing Amendment #2. This same box is used in the subsequent, follow-up cross-filing, *i.e.* Cross-Filing Amendment #2, but a different box is checked. A few days (2 – 3) after Cross-Filing Amendment #1 is filed you may file Cross-Filing Amendment #2. The UCC filing office records and indexes all filings in sequence based on date received. There will not be a mix-up between the second follow-up cross-filing and the first, even if you do not get confirmation of the first filing before sending out the second.

In Cross-Filing Amendment #2, place an "X" in the third box from the left, *i.e.* box marked, "give entire restated collateral description," and then enter the following text in Box 8:

"All of debtor's assets, land, and personal property, and all of debtor's interest in said assets, land, and personal property, now owned and hereafter acquired, now existing and hereafter arising, and wherever located, described fully in Security Agreement No. [Your INITIALS]-[MMDDYY of document date]-SA dated the [Sequential, spelled out] Day of the [Sequential, spelled out] Month in the Year of Our Lord [Year, spelled out]. Inquiring parties may consult directly with debtor for ascertaining, in detail, the financial relationship and contractual obligations associated with this commercial transaction, identified in security agreement referenced above. Adjustment of this filing is in accord with UCC §§ 1-103, 1-104, and House Joint Resolution 192 of June 5, 1933. Secured Party accepts Debtor's signature in accord with UCC §§ 1-201(39), 3-401.

12. Box 9. This box indicates the particular party that is authorizing the Amendment: sometimes it will be the debtor; sometimes it will be the secured party. Neither the check-box appearing in the text of Box 9, nor Box 9a, applies for our needs in either cross-filing Amendment; only Box 9b.

(a) Cross-Filing Amendment #1. Since the original secured party of record (your friend/family member) is authorizing the full assignment in Box 4, his/her name is entered in Box 9b (exactly as it appears in the UCC Financing Statement).

(b) Cross-Filing Amendment #2. Since the debtor (your TRADE NAME) is authorizing the restated collateral description, its name goes in Box 9b (exactly as it appears in the UCC Financing Statement and Cross-Filing Amendment #1).

13. Box 10. N/A.

14. Note re AMENDMENT ADDENDUM page. Generally speaking, you will not have a need to use the UCC Financing Statement AMENDMENT ADDENDUM. The primary purpose of this page is to provide more space for continuation of the collateral description from Box 8, but based on our system this will likely never occur. If the need ever arises to use this page, follow the instructions as given below, otherwise, the AMENDMENT ADDENDUM page may be disregarded.

15. ADDENDUM Box 11. If this page is needed, place the original filing number of your UCC Financing Statement in this box, as well as the exact date and time of filing, if convenient. This is the same data that appears in Box 1a.

16. ADDENDUM Box 12a. N/A.

17. ADDENDUM Box 12b. If the Addendum page is needed, place the same name that appears in Box 9b in Box 12b.

18. ADDENDUM Box 13. If the collateral description in Box 8 exceeds the space given, continue the text in Box 13 of the Addendum page.

C. Official instructions. Though somewhat difficult to decipher, the official instructions for the UCC Financing Statement AMENDMENT are nevertheless accurate. If there is ever any doubt about exactly what data goes where, always consult the official instructions and get it worked out so you are completely satisfied

### **III. Subsequent Use of the UCC Financing Statement AMENDMENT.**

A. An invaluable tool. The UCC Financing Statement AMENDMENT gives you leeway to modify the original financing statement any way you like. Mistakes are also easily corrected simply by filing an Amendment. The UCC Financing Statement AMENDMENT, even though called an "Amendment," immediately becomes part of the original UCC Financing Statement as soon as it is filed. So even though it goes by a different name, it is only modifying the financing statement in some way.

B. All other aspects of use identical with those of UCC Financing Statement. The main purpose of these instructions on the Amendment is to cover the entry in each box of the form. Peculiarities regarding style of displaying names, addresses, *etc.*, are the same in the Amendment as in the UCC Financing Statement instructions. Consult the UCC Financing Statement instructions for any questions other than the data that is entered in specific boxes.

## Instructions for National UCC Financing Statement AMENDMENT (Form UCC3)

Please type or laser-print this form. Be sure it is completely legible. Read all Instructions, especially Instruction 1a; correct file number of initial financing statement is crucial. Follow Instructions completely.

Fill in form very carefully; mistakes may have important legal consequences. If you have questions, consult your attorney. Filing office cannot give legal advice. Do not insert anything in the open space in the upper portion of this form; it is reserved for filing office use.

An Amendment may relate to only one financing statement. Do not enter more than one file number in item 1a.

When properly completed, send Filing Office Copy, with required fee, to filing office. If you want an acknowledgment, complete item B and, if filing in a filing office that returns an acknowledgment copy furnished by filer, you may also send Acknowledgment Copy, otherwise detach. Always detach Debtor and Secured Party Copies.

If you need to use attachments, use 8-1/2 X 11 inch sheets and put at the top of each sheet: "AMENDMENT" and the file number of the initial financing statement to which this Amendment relates; you are encouraged to use Amendment Addendum (Form UCC3Ad).

Always complete items 1a and 9.

A. To assist filing offices that might wish to communicate with filer, filer may provide information in item A. This item is optional.

B. Complete item B if you want an acknowledgment sent to you. If filing in a filing office that returns an acknowledgment copy furnished by filer, present simultaneously with this form a carbon or other copy of this form for use as an acknowledgment copy.

- 1a. **File number:** Enter file number of initial financing statement to which this Amendment relates. Enter only one file number. In some states, the file number is not unique; in those states, also enter in item 1a, after the file number, the date that the initial financing statement was filed.
  - 1b. Only if this Amendment is to be filed or recorded in the real estate records, check box 1b and also, in item 13 of Amendment Addendum, enter Debtor's name, in proper format exactly identical to the format of item 1 of financing statement, and name of record owner if Debtor does not have a record interest.
- Note:* Show purpose of this Amendment by checking box 2, 3, 4, 5 (in item 5 you must check two boxes) or 8; also complete items 6, 7 and/or 8 as appropriate. Filer may use this Amendment form to simultaneously accomplish both data changes (items 4, 5, and/or 8) and a Continuation (item 3), although in some states filer may have to pay a separate fee for each purpose.
2. To **terminate** the effectiveness of the identified financing statement with respect to security interest(s) of authorizing Secured Party, check box 2. See Instruction 9 below.
  3. To **continue** the effectiveness of the identified financing statement with respect to security interest(s) of authorizing Secured Party, check box 3. See Instruction 9 below.
  4. To **assign** (i) all of assignor's interest under the identified financing statement, or (ii) a partial interest in the security interest covered by the identified financing statement, or (iii) assignor's full interest in some (but not all) of the collateral covered by the identified financing statement: Check box in item 4 and enter name of assignee in item 7a if assignee is an organization, or in item 7b, formatted as indicated, if assignee is an individual. Complete 7a or 7b, but not both. Also enter assignee's address in item 7c. Also enter name of assignor in item 9. If partial Assignment affects only some (but not all) of the collateral covered by the identified financing statement, filer may check appropriate box in item 8 and indicate affected collateral in item 8.
  - 5, 6, 7. To **change the name and/or address** of a party: Check box in item 5 to indicate whether this Amendment amends information relating to a Debtor or a Secured Party; also check box in item 5 to indicate that this is a name and/or address change; also enter name of affected party (current record name, in case of name change) in items 6a or 6b as appropriate; and also give new name (7a or 7b) and/or new address (7c) in item 7.
  - 5.6. To **delete** a party: Check box in item 5 to indicate whether deleting a Debtor or a Secured Party; also check box in item 5 to indicate that this is a deletion of a party; and also enter name (6a or 6b) of deleted party in item 6.
  - 5.7. To **add** a party: Check box in item 5 to indicate whether adding a Debtor or Secured Party; also check box in item 5 to indicate that this is an addition of a party; also enter all required information in item 7: name (7a or 7b) and address (7c); also, if adding a Debtor, tax ID # (7d) in those states where required, and additional organization Debtor information (7e-g) if added Debtor is an organization. Note: The preferred method for filing against a new Debtor (an individual or organization not previously of record as a Debtor under this file number) is to file a new Financing Statement (UCC1) and not an Amendment (UCC3).
  8. **Collateral change.** To change the collateral covered by the identified financing statement, describe the change in item 8. This may be accomplished either by describing the collateral to be added or deleted, or by setting forth in full the collateral description as it is to be effective after the filing of this Amendment, indicating clearly the method chosen (check the appropriate box). If the space in item 8 is insufficient, use item 13 of Amendment Addendum (Form UCC3Ad). A partial release of collateral is a deletion. If, due to a full release of all collateral, filer no longer claims a security interest under the identified financing statement, check box 2 (Termination) and not box 8 (Collateral Change). If a partial assignment consists of the assignment of some (but not all) of the collateral covered by the identified financing statement, filer may indicate the assigned collateral in item 8, check the appropriate box in item 8, and also comply with instruction 4 above.
  9. Always enter name of party of record authorizing this Amendment; in most cases, this will be a Secured Party of record. If more than one authorizing Secured Party, give additional name(s), properly formatted, in item 13 of Amendment Addendum (Form UCC3Ad). If the indicated financing statement refers to the parties as lessee and lessor, or consignee and consignor, or seller and buyer, instead of Debtor and Secured Party, references in this Amendment shall be deemed likewise so to refer to the parties. If this is an assignment, enter assignor's name. If this is an Amendment authorized by a Debtor that adds collateral or adds a Debtor, or if this is a Termination authorized by a Debtor, check the box in item 9 and enter the name, properly formatted, of the Debtor authorizing this Amendment, and, if this Amendment or Termination is to be filed or recorded in the real estate records, also enter, in item 13 of Amendment Addendum, name of Secured Party of record.
  10. This item is optional and is for filer's use only. For filer's convenience of reference, filer may enter in item 10 any identifying information (e.g., Secured Party's loan number, law firm file number, Debtor's name or other identification, state in which form is being filed, etc.) that filer may find useful.

**Instructions for National UCC Financing Statement AMENDMENT Addendum (Form UCC3Ad)**

11. Enter information exactly as given in item 1a on Amendment form.
12. Enter information exactly as given in item 9 on Amendment form.
13. If space on Amendment form is insufficient or you must provide additional information, enter additional information in item 13.



# UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
B. SEND ACKNOWLEDGMENT TO: (Name and Address)  In care of: Post Office Box 9999 Los Angeles 90010 California John Henry Doe

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # <b>2002-059-1234; 0800 HRS; March 1, 2002</b>	1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. <input type="checkbox"/>
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2.  TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3.  CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4.  ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects  Debtor or  Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.  
 CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c.  DELETE name: Give record name to be deleted in item 6a or 6b.  ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME				
OR	6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME				
OR	7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
	Doe	John	Henry	

7c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
In care of: Post Office Box 9999		Los Angeles	Cal.	Near [90010]	USA

7d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.  
Describe collateral  deleted or  added, or give entire  restated collateral description, or describe collateral  assigned.

Secured party herewith executes a full assignment of collateral, i.e. all of debtor's assets, land, and personal property, and all of debtor's interest in said assets, land, and personal property, now owned and hereafter acquired, now existing and hereafter arising, and wherever located, described fully in Security Agreement No. BMO-030102-SA dated March 1, 2002, in favor of assignee, new secured party of record, John Henry Doe. Inquiring parties may consult with debtor directly for ascertaining, in detail, the financial relationship between debtor and new secured party of record, identified in security agreement referenced above.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here  and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME				
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
	Osborne	Blake	Michael	

10. OPTIONAL FILER REFERENCE DATA

# UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)

2002-059-1234; 0800 HRS; March 1, 2002

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT (same as item 9 on Amendment form)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

Osborne

Blake

Michael

13. Use this space for additional information

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

**UCC FINANCING STATEMENT AMENDMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

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B. SEND ACKNOWLEDGMENT TO: (Name and Address)

In care of:  
 Post Office Box 9999  
 Los Angeles 90010  
 California  
 John Henry Doe

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #  
 2002-059-1234; 0800 HRS; March 1, 2002

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2.  TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3.  CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4.  ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects  Debtor or  Secured Party of record. Check only one of these two boxes.  
 Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.  
 CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c.  DELETE name: Give record name to be deleted in item 6a or 6b.  ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY
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7d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
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NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.  
 Describe collateral  deleted or  added, or give entire  restated collateral description, or describe collateral  assigned.

All of debtor's assets, land, and personal property, and all of debtor's interest in said assets, land, and personal property, now owned and hereafter acquired, now existing and hereafter arising, and wherever located, described fully in Security Agreement No. JHD-031002-SA dated the Tenth Day of the Third Month in the Year of Our Lord Two Thousand Two, in favor of assignee, new secured party of record, John Henry Doe. Inquiring parties may consult with debtor directly for ascertaining, in detail, financial relationship between debtor and new secured party of record, identified in security agreement referenced above. Adjustment of this filing is in accord with UCC

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here  and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME DOE	FIRST NAME JOHN	MIDDLE NAME HENRY	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA

**UCC FINANCING STATEMENT AMENDMENT ADDENDUM**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)

2002-059-1234; 0800 HRS; March 1, 2002

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT (same as item 9 on Amendment form)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME

DOE

FIRST NAME

JOHN

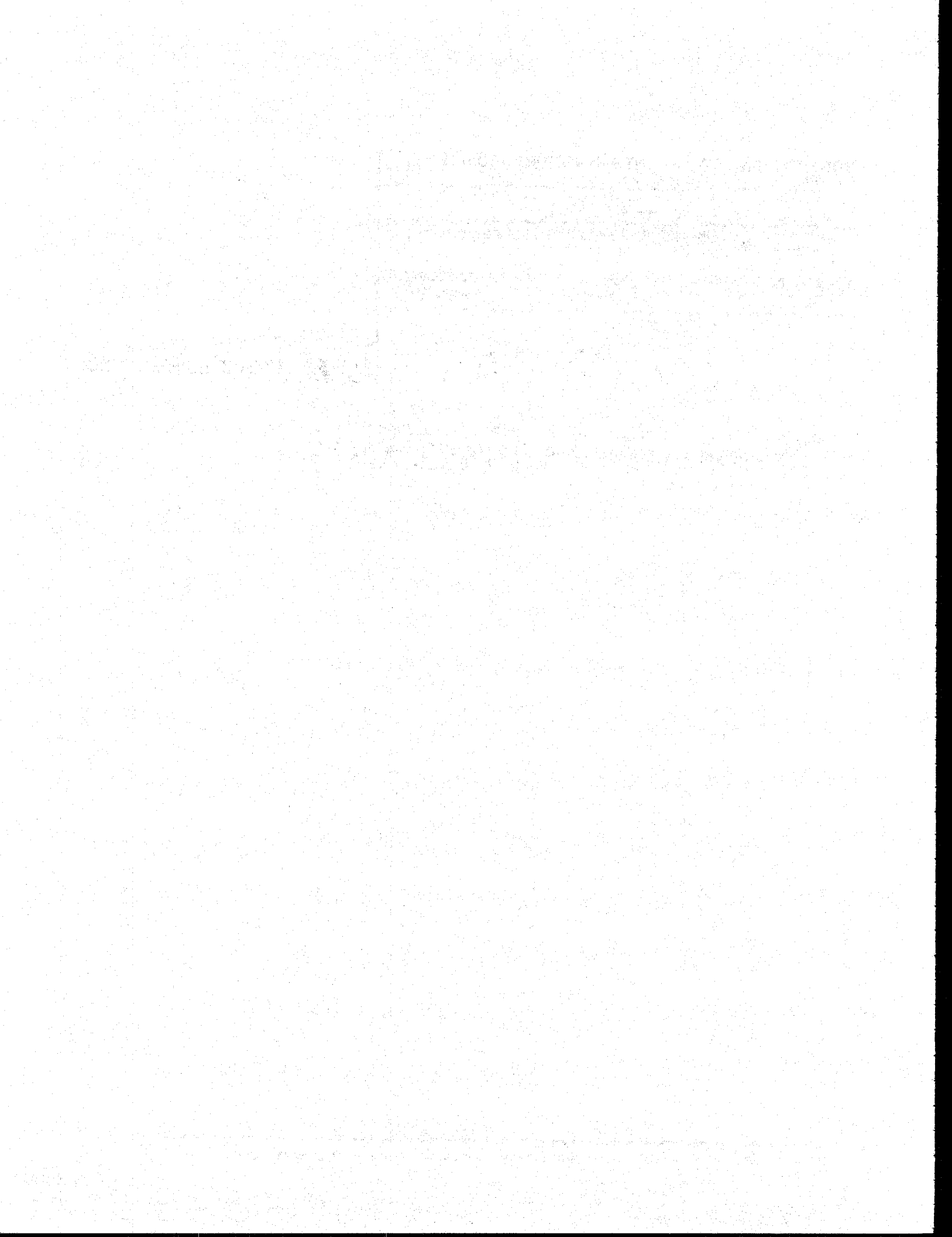
MIDDLE NAME, SUFFIX

HENRY

13. Use this space for additional information

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

§§ 1-103, 1-104, and House Joint Resolution 192 of June 5, 1933. Secured Party accepts Debtor's signature in accord with UCC §§ 1-201(39), 3-401.



Section 10

***Handling Presentments –  
Instructions***



# Handling Presentments – Instructions

## I. Introduction.

A. Understanding presentments. The dictionary definition of *presentment* concerns both criminal matters and financial matters, and the descriptive terms within the definition of each type are interchangeable. A presentment is either a *demand for acceptance* or a *demand for payment*, and is defined as follows:

- “A formal written accusation returned by a grand jury on its own initiative, without a prosecutor’s previous indictment request.

“A grand jury has only two functions, either to indict or to return a ‘no bill.’ The Constitution speaks also of a ‘**presentment**,’ but this is a term with a distinct historical meaning now not well understood. Historically **presentment** was the process by which a grand jury initiated an independent investigation and asked that a charge be drawn to cover the facts should they constitute a crime. With United States attorneys now always available to advise grand juries, proceeding by **presentment** is now an outmoded practice. Charles Alan Wright, *Federal Practice and Procedure* § 110, at 459 (3rd ed. 1999).” Black’s 7<sup>th</sup>. (**Bold emphasis added**)

- “The formal production of a negotiable instrument for acceptance or payment.

“**Presentment** and dishonor occur, for instance, when the holder of a check attempts to cash it at the drawee<sup>1</sup> bank but payment is refused because the drawer lacks sufficient funds on deposit. The demand for payment is the **presentment**. The bank’s refusal to pay is dishonor. James J. White & Robert S. Summers, *Uniform Commercial Code*, § 16-8, at 100 (4th ed. 1995).” Black’s 7<sup>th</sup>. (**Bold emphasis added**)

- “**Presentment** is a demand for acceptance or payment made upon the maker, acceptor, drawee or other payor by or on behalf of the holder. U.C.C. § 3-504(1). Black’s 6<sup>th</sup>. (**Bold emphasis added**)

In criminal matters, a *bill*, *i.e.* charges (like financial charges), in the form of a formal written accusation of a crime called an indictment (presentment), is presented to a court (by the prosecutor) for prosecution. A *true bill* is a list of charges that is sworn “true, correct, and complete” (affidavit). Based on the sworn charges of the grand jury, the prosecutor is indemnified for whatever action he takes based thereon. The prosecutor then draws up his own presentment, called a criminal complaint, based on the indictment (true bill) and demands that the named party accept responsibility for the charges.

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<sup>1</sup> Drawee: One to whom a bill of exchange or a check directs a request to pay a certain sum of money specified therein. In the typical checking account situation, the bank is the drawee, the person writing the check is the maker or drawer, and the person to whom the check is written is the payee. Barron’s Law Dictionary, Third Edition, 1991.

Because of the U.S. bankruptcy and the institutionalization of fiat (by decree) money called *Federal Reserve Notes*, "FRNs," there have been commensurate changes in the realm of jurisprudence. American tribunals are now "Federal-Reserve-Note tribunals," dealing exclusively in FRNs and enforcing the private, copyrighted, corporate policy of the owners of the FRNs, known as "Code" (all U.S. code/law is copyrighted by British corporations—see Footnote 13 at the bottom of page 41 for details).

Notice in the quoted case under the first definition above that because of the influence of United States attorneys, "proceeding by presentment [of the grand jury] is now an outmoded practice." We now operate in "summary proceeding" in the vast majority of legal undertakings in America, traffic court being the most common:

"Summary proceeding. Any proceeding by which a controversy is settled, case disposed of, or trial conducted, in a prompt and simple manner, without the aid of a jury, without presentment of indictment, or in other aspects out of the regular course of the common law. Black's 1<sup>st</sup>.

A "demand for *acceptance*" is a demand for acceptance of *responsibility* (for payment, or for performance of some act, and may also entail payment of some kind at a later date). A traffic ticket is a combination criminal/commercial instrument. The traffic cop makes a *demand* and the motorist makes a *promise*. Traffic tickets are negotiable instruments, and negotiable instruments consist strictly of *orders to pay* and *promises to pay*. The cop issues an order for acceptance (of responsibility to pay) against the credit of the TRADE NAME, and the motorist signs a promise to (accept responsibility for the charge, and) appear (and, if necessary, *pay the ticket*). If the motorist fails to accept responsibility for the ultimate payment of the ticket at any point in the process, he is arrested and jailed. When anyone in government demands that you accept responsibility to perform some act, he is issuing a presentment, concerning which there are monetary charges associated with a failure to perform. Presentments come in oral, written, and electronic form; acceptance of any presentment executes a contract.

In the private sector, presentments usually come from attorneys, but since all attorneys are officers of the state,<sup>2</sup> we are faced with essentially the same situation. Courts could not function without attorneys, who are endowed with a special "property right" (*right to practice law*), granted a title of nobility (esquire) via letters patent,<sup>3</sup> and elevated above "common men" (fees enforced by judicial decree, win or lose).

In order to issue a presentment, a prospective issuer must have an *account*, where a charge can be lodged. For example, if police cannot determine the TRADE NAME of a detainee (held for questioning) within a brief period of time they must release him. The TRADE NAME is the account name under which a sovereign conducts

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<sup>2</sup> "An attorney is an officer of the court, and as such, an officer and arm of the state." 7 *Corpus Juris Secundum* 4, Virgin Islands Bar Association v. Dench, D.C. Virgin Islands, 124 F. Supp. 257.

<sup>3</sup> "Letters patent, an open document under seal of the government, granting some special right, authority, privilege, or property, or conferring some title..." A Standard Dictionary of the English Language, Funk & Wagnalls Company, 1903.

business—albeit unwittingly. The TRADE NAME, as well as the true name, comprises *property*.<sup>4</sup> Registration of your TRADE NAME (via birth, *etc.*) constitutes the voluntary surrender of custody of the property (name) and establishment of an account. When a government actor says, “May I have your name, please?” he is literally asking you to turn over your property, the TRADE NAME, for him to use however he pleases, and to charge the account.<sup>5</sup> The flesh-and-blood man, as surety for the party in whose name the account appears, is held accountable for any charges leveled against the TRADE NAME.

The reason the criminal and financial charges seem to run together, overlap, and mirror the other is that they are both *commercial*<sup>6</sup> in nature. This is the admiralty jurisdiction mentioned in Part I (Theory) of this manual. In admiralty, the military (in its many forms) is used to enforce criminal penalties for civil offenses. The moneychanger-merchants have foreclosed on the U.S. Government and use it liberally to prosecute their own private commercial interests. We are under military rule, literally by the commander-in-chief of the military, *not* the president.<sup>7</sup>

A primary reason for the broad appeal and workability of the common law is that each man is in control of his own destiny in the social scheme: as long as he does not harm another—and thereby form a contract with an obligation—he is free to live his life as he sees fit, without interference from government. These days, however, people are penalized for an act even when no one is harmed and no property is damaged, *e.g.* traveling at 35 miles per hour in a 30-miles-per-hour zone. The police power is thereby employed for penalizing behavior (such as “thought crimes”)—*not acts and deeds of substance*—for the purpose of raising revenue.

When someone violates his own sense of moral rightness in his conduct as a member of society, no matter how justified, he is weakened under the police power of the state. For this reason, it is a good idea to reassess your life as you embark on this stage of the journey and begin using and relying on the power of the documents and processes offered in herein—which is formidable—and make sure that you are giving yourself the best chance for a worry-free existence. Betraying your own sense of fair play is the quickest way to undermine all progress. In the end, it is your own sense of decency, ethical behavior, and interaction with others that determines your fate. Just by *trying* to do the right thing on a moment-to-moment basis brings about clarity of perception not otherwise available, and can easily turn out to be your saving grace in a time of need.

These documents are all based on the power of the common law, private property rights, and consensual contracts, and are enormously successful in crushing assaults on your fiscal integrity. Their efficacy has been acknowledged at both the

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<sup>4</sup> Because of the disappearance of substance money—where each man is accountable and there is no private “limited liability”—we now have a mutant financial system that runs strictly on accounting principles, because all “money” is artificial (no substance/reality, as with gold) and debt can no longer be extinguished, but merely “discharged.”

<sup>5</sup> See “Letter for State Registrar re Birth Certificate” in *Appendix* for one approach to thwart governmental monopolization of the use of your name, both true name and TRADE NAME, in forming accounts.

<sup>6</sup> See “Crime is Commerce,” 27 CFR 721.11, in *Appendix*.

<sup>7</sup> See subsection entitled “Co-Suretyship Obligations Incurred Via Acceptance of Free Delivery of Mail” in Section 3, “The Curse of Co-Suretyship”

lowest and very highest levels of government in this country. They have changed the course of every proceeding in which they were introduced, including criminal cases where the accused was already convicted. That is because the common law still exists and is in full force—it has just been covered over. People have been so badly hoodwinked that many do not even believe there is hope of reversing the oppressive, all-engulfing practices of the system. There is hope. It lies in the common law and in your ability to *maintain* in the face of the mendacious<sup>8</sup> bent of Big Brother's operatives.

- B. Scope of presentment-handling documents contained herein. What has taken many thousands of dedicated collaborators over thousands of years to put into position will not be fully unraveled in a few hundred pages of exposition—nor do we pretend to be able to fully accomplish such a feat. We do, however, get results, and consistently, because our approach is based on the timeless principles of human dignity and interaction as embodied, primarily, in the common law. The Chosen Masters are not pleased that their wealth-confiscation and freedom-usurpation machinery can be rendered ineffective, and even more upset that their own device (the UCC) can be used to victimize *them*. Even when you are completely right, a presenter will sometimes go down kicking and screaming all the way, abusing their influence over the utterly corrupt judicial system and its army of charlatan-whore esquires to challenge every shred of knowledge about what you are doing. Because those actors are inherently dishonest, they have weaknesses that can be exploited.

The documents as offered herein have paved the way for stopping all collection activity effecting strict (non-judicial) foreclosure against those who would happily swindle you out of everything you own. However, this manual does not pretend to be able to guide someone through the legal minefields that can arise when one goes to foreclose, but we do have people who can assist when it comes time for finishing off the job. It's one thing to be able to stop a collection proceeding; it is quite another to foreclose on the erstwhile "forecloser," but it can be done. Instructions for such enterprise are not included herein, however; please contact the publisher for a referral on these matters.

- C. A note on pressure situations and criminal cases. The material set forth herein is private in nature. There is no attempt to give legal advice of any kind in civil and criminal matters because we are not licensed to practice law. This material may be applied, however, in any circumstance where your private, common-law-copyrighted property is being used for commercial gain without your authorization. You are the only one who can decide what should be done. If you are faced with a pressure situation, a demand for a signature, or even a criminal charge, you can still take action in the non-statutory (non-judicial) realm against the individual players coming against you, by using the private, contractual, consensual measures set forth in the items at the end of this Section, beginning on page 18 of these instructions, under part VII, "Protecting Oneself in Pressure Situations and Criminal Proceedings." One essay in particular, "How to Sign Your Signature Without Liability," proves utterly the correctness of what we are doing in this manual.

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<sup>8</sup> Mendacious: Addicted to lying; characterized by deceit; false.

## II. Creating Your Response Documents for Handling Presentments.

- A. Demands for acceptance. Such presentments are generally from government agents and officers, but can also come from attorneys and individuals (“citizen of the United States” TRADE NAMES), and basically constitute unauthorized use of your common-law-copyrighted property. Regardless of the fact that there may be potential criminal penalties and fines associated with the presentment if from a government actor, you have the unalienable common-law right to demand and obtain compensation for the (unauthorized) use of your property as set forth in your published copyright notice. This is strictly a private matter between you and any party who is using your property for financial gain without your authorization.
1. “Notice by Written Communication/Security Agreement”. Entitled in non-judicial terms so as to align with tenets of the Uniform Commercial Code, the “Notice by Written Communication/Security Agreement,” hereinafter “Notice by Written Communication,” is recommended for handling non-pecuniary<sup>9</sup> presentments, *i.e.* demands for acceptance. The document is: self-explanatory; contains no judicial/statutory jargon; consists of everyday, common-law language; is written with a mind toward augmenting the non-judicial foreclosure process of the UCC once the debtor defaults on payment after being invoiced for charges (in the form of a “Verified Statement of Account,” the private equivalent of a grand jury’s *true bill*). It is used against those who issue presentments demanding acceptance (of responsibility for payment at a later date, or for specific performance).
  2. Converting sample document. As with all other documents in this manual, there is no other way to generate your personal Notice by Written Communication on your own other than by going through the sample document word-by-word, learning as you go, and replacing John Henry Doe’s information with yours.
  3. Mode of sending. We use Registered Mail, sent “Restricted Delivery,” “Return Receipt Requested” (Green Card), with an affidavit of service exclusively—but, as always, final choice rests with you. A certified copy of your newspaper-filed common-law copyright of TRADE NAME<sup>®</sup> and True Name<sup>®</sup> is always included with the Notice by Written Communication, as well as the other document (used with demands for *payment*), which is discussed further below.
  4. Important: Optional text in two segments. There are two versions of “Procedure for Opting Out of Consensual Contract” on page 2, and a subsequent segment, entitled “Self-executing Security Agreement.” You will need to choose between the two options each time a presentment comes your way. Basically, the first one gives the unauthorized user a quick and easy way out, with no muss and no fuss, thus ending the confrontation. The second is far more stringent and really puts the unauthorized user in a pickle, and it is doubtful if he/she will get out of it. Note: You are not prohibited from adjusting this paragraph however you see fit, but if you make changes you should be absolutely certain that they do not contain any statutory/judicial language, and that the parameters that you set are within the UCC for non-judicial foreclosure (also known as *strict foreclosure*).

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<sup>9</sup> Pecuniary: Of or relating to money.

- (a) Simple opt-out procedure (with subsequent "Self-executing" paragraph). The obligation for payment is no less binding than when a customer looks at the menu, places an order, and then consumes the meal that is served.

**"Procedure for Opting Out of Consensual Contract**

"JACK JONES'S unauthorized use, i.e. counterfeiting, of Secured Party's common-law trade-name/trademark and copyright, consensually contractually binds JACK JONES with Secured Party, as of JACK JONES'S initial unauthorized use of Secured Party's common-law trade-name/trademark and copyright, in respect of fair compensation due Secured Party for use of Secured Party's private property. JACK JONES can opt out and withdraw from JACK JONES'S consensual contract with Secured Party and retain no obligation associated therewith only by immediate cessation of any and all further unauthorized use of Secured Party's common-law-copyrighted property.

**"Self-executing Security Agreement**

"By the act of any single instance of unauthorized use of Secured Party's common-law-copyrighted property by JACK JONES following JACK JONES'S receipt of this Notice by Written Communication, JACK JONES, hereinafter "User" only in this "Self-executing Security Agreement"-section, accepts the obligation of this consensual contract, this Notice by Written Communication concomitantly becomes a security agreement, hereinafter "Security Agreement," wherein User is Debtor and John Henry Doe<sup>©</sup> is Secured Party, and User:"

- (b) Difficult opt-out procedure (with subsequent "Self-executing" paragraph). The time period referenced within this segment is the 72-hour, Regulation-Z, Federal-Truth-in-Lending-Act period that is initiated when someone voluntarily incurs an obligation. The party has 72 hours from midnight of the day after execution of the transaction to back out of the deal (see **Truth in Lending Act** in *Glossary* for the Act in pertinent part):

**"Procedure for Opting Out of Consensual Contract**

"JACK JONES'S unauthorized use, i.e. counterfeiting, of Secured Party's common-law trade-name/trademark and copyright consensually contractually binds JACK JONES with Secured Party, as of JACK JONES'S initial unauthorized use of Secured Party's private property, in respect of fair compensation due Secured Party for use of Secured Party's private property. JACK JONES can opt out and withdraw from JACK JONES'S consensual contract with Secured Party and retain no obligation associated therewith only by JACK JONES'S delivery, at the hereinabove designated mailing location for Secured Party no later than 12:01 A.M. of the of the fifth (5<sup>th</sup>) day following JACK JONES'S receipt of this Notice by Written Communication, of any and all original instruments, documents, and records in any form of recorded media whatsoever, as well as any and all copies of all such originals in any form of recorded media whatsoever, containing both the signature of JACK JONES and any counterfeit version of either of: (1) Secured Party's private, common-law-copyrighted trade-name/trademark, i.e. JOHN HENRY DOE<sup>©</sup>; (2) Secured Party's private, autograph-common-law-copyrighted property, i.e. "John Henry Doe<sup>©</sup>."

### **“Self-executing Security Agreement**

“Absent JACK JONES’S surrender of all original instruments, documents, and records in any form of recorded media, as well as all copies of any such original, containing both JACK JONES’S signature and any version of any of Secured Party’s common-law-copyrighted property, as set forth above under “Procedure for Opting Out of Consensual Contract,” JACK JONES, hereinafter “User” only in this “Self-executing Security Agreement”-section, accepts the obligation of this consensual contract at 12:01 A.M. of the of the fifth (5th) day following User’s receipt of this Notice by Written Communication, this Notice by Written Communication concomitantly becomes a security agreement, hereinafter “Security Agreement,” wherein User is Debtor and John Henry Doe<sup>©</sup> is Secured Party, and User.”

B. Validation of debt package: “Respondent’s Private, International, Administrative Remedy Demand”. Presentments demanding payment are the most common because the current financial system is expressly designed to generate defaults, foreclosures, and bankruptcies. “Civilization” is on a conveyor belt to Hell, courtesy of the instigator-owners of the duplicitous banking system of America and Earth. Using government agents called “attorneys at law,” people are sitting ducks against the might of the state as concentrated in the judge-attorney Brotherhood. There are a few Achilles’ heels, however, and “Respondent’s Private, International, Administrative Remedy Demand,” hereinafter “Administrative Remedy Demand,” exploits one of them.

1. Loans of credit. Credit-lenders flourish only because of interest payments: the “borrower” is always the source of the principal amount of any alleged loan by virtue of his “promise to pay” (promissory note, credit application), which generates a negotiable instrument, *i.e.* “money,” per UCC 3-104, which the credit-lender then converts into another form (bank draft, cashier’s check)—in accordance with Federal Reserve “lending” policies—and reissues, calling it the “loan.” This is strictly an accounting procedure: the bank loans nothing of substance, indeed is *forbidden* to loan the bank’s assets by banking regulations. This can all be verified with any CPA.

Credit-lenders do not profit from the principal loan amount, only the interest. This is why on many loans, and in all mortgage contracts, the “borrower” makes payments on interest-charges only for the first many years. This is all gravy for credit-lenders.<sup>10</sup> The principal amount never comes into play for the financial institution because that sum is always the property of the “borrower,” and remains so till the end of the cycle, whether the so-called “loan” is ever paid off or not. “Loans” that end in default are simply charged off, *i.e.* discharged by bookkeeping entry, with no loss incurred by the bank—which is the precise reason that the techniques delineated in this Section are effective in nullifying loans of credit from banks: the bank has no valid risk in the loan transaction, and therefore no valid claim. Banks, mortgage companies, and credit card

<sup>10</sup> On a limited basis, bankers generally make more money during holidays when the bank is closed than when the bank is open for business because there is much less overhead, and interest charges continue accumulating seven days a week.



companies lend only *credit*: from the Latin *credere*: believe, trust. Credit-lenders *believe* in you and *trust* that you will make all interest payments as you have been rightfully suckered into. The entire American financial system, engineered and developed into its current state over the last 2,000+ years by the Chosen Masters,<sup>11</sup> is an exercise in deceit and treachery of incomprehensible magnitude, predicated on the willful and wanton wholesale destruction of the life of one and all and the peace and dignity of mankind based on the worship of money (wealth, mammon) and a psychotic impulse to subjugate and dominate the existence of all others.

2. Fair Debt Collection Practices Act. Per this Act, as codified at 15 USC §1692 et seq.,<sup>12</sup> and as abundantly pointed out within Administrative Remedy Demand, a debt collector must, if requested, provide a verification of the alleged debt, *i.e.* validate the debt. Per the Fair Debt Collection Practices Act, "FDCPA," the debt collector is mandated to cease all collection activity until verification is provided.

(a) Verification/Validation. *Verification* is defined as:

"Confirmation of correctness, truth, or authenticity, by affidavit, oath, or deposition. Affidavit of truth of matter stated and object of verification is to assure good faith in averments or statements of party." Black's Law Dictionary, Sixth Edition, 1990.

What this means is, the debt collector must swear "true, correct, and complete" (equivalent of "the truth, the whole truth, and nothing but the truth," *i.e.* testimony) that verifies exchange of valuable consideration that allows him to demand repayment. As cited above, banks do not loan substance, only credit (air). No bank attorney and no banker can verify a loan of substance; hence they are foreclosed from issuing an affidavit of any relevance. The system is fraudulent by nature; it cannot be made legitimate by a false affidavit. The truth is, the only one who can validate a debt is the *borrower*. This is why IRS prosecutes for *Failure to File an Income Tax Return*: a sworn Form 1040 is a validation of the debt. IRS is a debt-collection agency. IRS cannot verify/validate any debt unless IRS has a sworn statement from the taxpayer validating the debt.

3. Other avenues of attack. As well as the impossibility of providing a bona fide verification of the debt, debt collectors are hit with other constraints besides FDCPA:

(a) Privacy Act of 1974, as lawfully amended, 12 U.S.C. § 3401;

(b) Right To Financial Privacy Act of 1978, as lawfully amended, 5 U.S.C. § 552a; and

(c) Third Party Summons Act, special procedures, 26 U.S.C. § 7609.

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<sup>11</sup> See Section 2, "The Truth About Esquires," beginning at the segment entitled "An Indispensable Tool of the Chosen Masters" on page 16 of the essay, through "Masters of Commerce and Law," ending on page 23.

<sup>12</sup> *Et seq.*: An abbreviation for *et sequentia*, "and the following." Thus a reference to "p. 1, *et seq.*," means "page first and the following pages." Black's 1<sup>st</sup>.

4. Line-up of component documents within the Administrative Remedy Demand. The package is a combination of documents of many avenues of attack, any one of which is sufficient to stop the entire proceeding:
- (a) Internal "Notice by Written Communication/Security Agreement". Same Notice by Written Communication used with demands for acceptance, except that:
    - (i) It is specially enclosed in its own box within the Administrative Remedy Demand, and therefore legally separate from the main document; and
    - (ii) Secured party is the author, *not* the debtor TRADE NAME, as with the other documents, recipient incurs a \$500,000.00 unauthorized-use fee for each and every subsequent use of the name after having been noticed (enough encouragement to cease all further communication in itself); and
    - (iii) The Privacy Act Notice further restricts options for the debt collector.
  - (b) Notice of Tender of Payment. Gives official notice that payment has been tendered. See (d)(ii) immediately below for customizing certain data.
  - (c) Sworn Offer of Performance. Tells debt collector that if debt collector can prove that the debt exists, *i.e.* verify/validate the debt, debt collector may retain the accompanying payment submitted in the form of a Certified Promissory Note (bona fide negotiable instrument, per UCC 3-104). See 4(d)(ii) immediately below for customizing certain data within this document.
  - (d) Certified Promissory Note. Fulfills the legal definition of a negotiable instrument per UCC 3-104 and discharges any alleged debt, if said alleged debt is verified/ validated (which it is not). This is merely a "promise to pay" and *not* a sight draft, forged document, bogus instrument, *etc.*
    - (i) If possible, use "certificate paper" to print up the Note; and
    - (ii) Find debt collector's internal data appearing on the presentment and plug these data into the Note. Examples are "Alleged Market Code," "Alleged 'Our File No.," "Alleged FHA Case," "Alleged Loan No.," *etc.* In other words, customize the Promissory Note, and the other documents within the package that mention same (*i.e.* 4(b) and 4(c) immediately above, Notice of Tender of Payment and Sworn Offer of Performance, respectively), using the data contained within the presentment.
  - (e) Sworn and witnessed Verification of Tender of Payment. Proof of tender of payment. Under public policy (House Joint Resolution 192 of June 5, 1933), a debt is discharged upon tender of payment, even if it is not accepted.<sup>13</sup>
  - (f) Debt Collector Disclosure Statement. Contains numerous lawful requests for information, all of which debt collector is obligated to provide, any one of which can invalidate debt collector's attempt to collect his bogus claim.

<sup>13</sup> For exposé on "money" and discharge of debt, see House Joint Resolution 192 of June 5, 1933 in *Glossary*.

### III. Selecting the Correct Party to Receive Your Written Communication.

1. Re computer printouts. We do not recommend corresponding with computers, but it is important to respond. If you get a computer-generated presentment, call up the sender organization, feign a cooperative attitude, and find someone who will either admit that he/she sent you the computer print-out, or will *issue another* with his/her name on it. If you have no name, use the senior executive of the organization. Hopefully you will not see many of these.
2. Notice by Written Communication/Security Agreement. It is recommended that you send out at least two (2) of these<sup>14</sup> when you receive a presentment demanding acceptance (of responsibility for payment at a later date, or responsibility for specific performance):
  - (a) One for the agent (unauthorized user) who put his/her name/signature (same thing per UCC 3-401) on the presentment; and
  - (b) One for the agent's principal, the employing organization (law firm, government agency, bank, etc.). This puts them on notice that any additional use of your private property by *any of their agents* automatically executes the consensual contract (and obligates them for each use from the beginning).
3. "Validation of Debt" package; the Administrative Remedy Demand. Used when someone is demanding payment of you for a loan of credit, or an unsubstantiated debt of some type, such as payment of taxes (as long as you have not already inadvertently validated the debt by swearing that you owe it).
  - (a) Proper usage. This package will not work when a creditor has given you *substance* in exchange for your promise to pay; only *credit*. An example of this is buying a used car from a dealer who does not use an outside creditor, but carries the paper himself. He can validate the debt because he personally gave you substance. If the same dealer were to obtain financing for you from a credit lender and the credit lender attempted strict foreclosure, it would eventually lose—because the "lender" incurred *no risk of loss* in the transaction; only the "loss" of anticipated gain (invalid claim).
    - (i) Important note on auto loans. Auto loans are issued with the proviso that the "lender" can take the car (strict foreclosure) if you fail to make payments as agreed. However, if they cannot find the car, they have no way to enforce this clause (they can only sue for the balance, plus costs and attorney fees). For this reason it is a good idea to keep the car safely tucked away in an entirely different location until the matter is concluded—because *they will swipe the car if given half a chance*, thus forcing you to go through their tag-team partners down at the local courthouse if you want to get the car back without forking over Federal Reserve Notes.
    - (b) You are current on your payments, but want to terminate the loan anyway. In this circumstance you can call in and ask for a "payoff balance." Written

<sup>14</sup> For IRS, send three: Charles O. Rossotti (Commissioner), General Counsel, and agent.

notification of a payoff balance does not constitute a presentment (not a demand), but can be used to ascertain correct dollar-figure. Request a payoff balance that is good until a certain date (2 – 3 weeks from date requested). Inform agent that you need the balance in writing (not verbally), and you need someone to verify the figure because you do not want them coming back afterwards and saying, "Oh, there is this other charge we forgot to mention," *etc.* Just tell them you need written verification by a responsible party that the payoff balance is accurate. They should have no problem complying.

- (i) Correct recipient for sending in payoff balance. Even though you have a verified payoff balance, it is very likely that the sender will be unfamiliar with the Certified Promissory Note. However, there is another officer that is well acquainted with the significance of such: head of the collection department. For this reason, it is not a bad idea to send your package to head of collection department. Since payoff balance is not a presentment, re-word mentions of "presentment" to "written communication."
- (c) Behind on payments; threats of foreclosure. Even in extreme circumstances, credit-lenders like to refrain from sending out actual presentments. They especially like to withhold the name of the agent sending the correspondence, instead using the name of the principal (the name of organization, a generality), a department within it, *etc.*, instead of that of the flesh-and-blood man/woman. The purpose is to get you into the eleventh hour and then bring in a government agent, *i.e.* an attorney, to finish you off (see Section 2, "The Truth About Esquires," segment entitled "The Fox Guards the Henhouse" for proof of an attorney's "government agent" status). Use the first presentment you can get your hands on and request that they validate the debt. All collection activity must cease—at least according to the Fair Debt Collection Practices Act—until said validation is provided. However, shyster judges and attorneys do not like being told that they can no longer pillage and plunder as they have been doing for their entire career, and may try other tactics to get you to trip up. Keep putting their nose back into the validation.
- (d) Courts and attorneys that ignore the FDCPA requirement to validate. This issue cannot be addressed in this manual because neither we, nor the publisher, are licensed to practice law and, accordingly, do not give out legal advice. However, if you run into a particularly sticky situation, the publisher may be able to recommend a consultant that can assist you.

#### **IV. Preparing Your Package for Transmittal.**

- A. Copyright notations. Please always consult sample filings for proper display of copyright notations for both True Name<sup>®</sup> and TRADE NAME<sup>®</sup>. Each time either name appears within your documents it should be qualified with one of the following:
  - 1. Superscripted copyright symbol. Symbol, *i.e.* "©," is touching the last letter of the surname for both True Name<sup>®</sup> and TRADE NAME<sup>®</sup>. If a name does not have the superscripted copyright symbol attached, it should be in quotation marks; or

2. Quotation marks. True Name<sup>®</sup> and TRADE NAME<sup>®</sup> should be set in quotation marks when the superscripted copyright symbol is not used;
- B. Signatures. Closely follow sample documents when applying a signature. Vital note re all signatures: See "How to Sign Your Signature Without Liability" in this Section.
1. True Name<sup>®</sup>. More closely approximates who you are than TRADE NAME; always sign in red ink (symbolizing the blood of a living, breathing man/woman).
  2. TRADE NAME<sup>®</sup>. TRADE NAME<sup>®</sup> should always be printed in capital letters, preferably in blue ink for ease of identifying the original document (black ink can sometimes be indistinguishable from a photocopy without close examination).
  3. Witnesses. Have your witnesses sign their normal, cursive (longhand) signature in blue ink, where needed. Not necessary for them to have a copyright symbol with their signature, but nothing prohibiting it either.
- D. Attachments. The sample documents indicate which other documents get attached. Basically it goes like this:
1. Five-page, stand-alone Notice by Written Communication/Security Agreement:
    - (i) Presentment containing unauthorized use of your name.
  2. Notice by Written Communication/Security Agreement included within the 14-page Validation-of-Debt package. Attach both of the following:
    - (i) Either the presentment, or the document containing the payoff balance (modified to replace the term "Presentment" with "written communication" (do not capitalize the initial letters; use all lower-case letters)); and
    - (ii) Certified copy of UCC Financing Statement ("Copy Certification by Document Custodian" of the *original certified copy* from the UCC filing office; *retain* the UCC-filing-office-certified copy, and *attach* the new notary-certified copy).
- E. Debtor name and address notation at top of page. Place debtor's TRADE NAME, military style, at top of page (requirement for inclusion as attachment in a filing).
- F. Certified copy of affidavit of publishing of Copyright Notice from newspaper. Using the "Copy Certification by Document Custodian" form, make a certified copy of the newspaper affidavit of publishing for each envelope that you mail. Retain your original affidavit of publishing.
- G. Photocopy entire final stack of signed documents before sending. Once you have fully assembled the entire package, make a photocopy of everything, staple both sets, place the original in the envelope for mailing, and the copy in your records.
- F. Registered Mail envelope and mailing. Best procedure for using Registered Mail is described in the instructions appearing at the top of sample Registered Mail receipt in this Section. Please read these instructions before sending Registered Mail.

- (a) Return Receipt Requested. Provides a signature and date of receipt of package by recipient. Proof that the package was received.
- (b) Restricted Delivery. Check this box and pay the extra fee. More evidence of full disclosure on your part.
- (c) Affidavit of Mailing. Proof of the contents of the envelope; an indispensable component in the process of proving your position and effecting foreclosure on any unauthorized user. *Always* have someone do an affidavit of mailing in these matters. *Proof* that recipient actually received the package is then uncontestable. Mail the original; retain a photocopy of the original for your records.

**V. How to Deal With Former Creditors After Paying by Promissory Note.**

A. Typical responses. There are a couple of typical responses that former creditors will give upon receiving a certified promissory note (within the 14-page Administrative Remedy Demand):

- 1. Congratulatory letter for paying off the loan; and
- 2. Urgent phone calls, phone messages, or correspondence asserting, demanding, or pleading that you call them and speak with them immediately.

B. Former obligation is discharged. People can be tricked and conned into unwittingly *re-accepting* the obligation if they discuss *anything* with the creditor once the promissory note has been tendered. The debt is discharged upon tender of the instrument; it matters not it is accepted or rejected (UCC 3-603). Typically, the former creditor will seek a telephone conversation with the former debtor to try to convince him/her that the debt must be paid in Federal Reserve Notes "FRNs." Per public policy at House Joint Resolution 192 of June 5, 1933, *nobody has any obligation for paying in FRNs*. The promissory note is a negotiable instrument (money) constructed in strict accordance with the UCC (§ 3-104), and legally discharges the debt. Once tendered, the debt is discharged. Period.

C. Vital information. *There is no good that can come from discussing the former debt with the former creditor after payment has been tendered.*

D. Handling phone calls from former creditors.

1. Sample telephone conversation.

Former creditor: *Is this JOHN DOE?*

John Henry Doe: *Who's calling?*

Former creditor: *This is JACK from Bank of Texas. Is this JOHN DOE?*

John Henry Doe: *What's the purpose of the call?*

Former creditor: *I need to speak with JOHN DOE about a payment we recently received on his...*

John Henry Doe: *I don't do business over the phone, JACK. If you could put your questions in writing and send me a letter I would be happy to take a look at it.*

Former creditor: *I just want to go over a couple of things...*

John Henry Doe: *Like I said, I don't do business over the phone. If you will kindly put your questions in writing I will have a look at them.*

Former creditor: *I understand, MR. DOE, but this will only take a few minutes, if I could just ask you...*

John Henry Doe: *I'm being as clear as I can, JACK. I only deal with such matters in writing.*

Former creditor: *You've made that very clear to me MR. DOE, but the thing is your last payment on the...*

John Henry Doe: *What is your surname name, JACK?*

Former creditor: *I don't give out my last name.*

John Henry Doe: *Sorry, JACK, but if you're not willing to tell me who you are I am not willing to continue this conversation. I'm hanging up now, JACK.*

Former creditor: *Wait, MR. DOE! Why do you need my last name?*

John Henry Doe: *Good-bye, JACK.*

Former creditor: *Wait! Wait! OK, my last name is "JONES."*

John Henry Doe: *Home address?*

Former creditor: *"Home address"? Why do you need my home address?*

John Henry Doe: *I need to know where to send the bill.*

Former creditor: *What bill?*

John Henry Doe: *The bill for the use of my property.*

Former creditor: *What are you talking about?*

John Henry Doe: *I need your address so I can send you a bill for the use of my property.*

Former creditor: *Whatever are you referring to, MR. DOE?*

John Henry Doe: *The name you have been using in this conversation to address me is private, copyrighted property. So far in this conversation you have used my property seven different times without my authorization. I need to bill you for the use of my copyrighted property. I prefer sending the bill to your home, rather than at the bank. Home address, please?*

Former creditor: *You've got to be kidding.*

John Henry Doe: *I'm not kidding, JACK. If you're not willing to provide your home address this conversation is over.*

Former creditor: *You'll be hearing from us, MR. DOE ("click").*



2. Your objective. Take it as far as you need to get the caller to hang up. If he gives you home address, ask him for home phone number. If he gives you home phone number, ask for Social Security Account Number, "SSAN"; tell him that you don't know who he is and that you need to verify all the previous data he gave you with the SSAN. He will not call you again.
3. Caller's objective. Someone else might call again at a later time, but it will be the same story. The debt is discharged and their legal department knows it. They are only calling for the purpose of trying to persuade you that you can only pay in FRNs. If you actually mistakenly engaged in conversation with the caller, he/she would try to make you feel bad and scare you with bogus threats. Anyone who is assigned to call you after you have sent in such an instrument knows exactly what he/she is doing and has been briefed on how to get you to pay in FRNs. Handle them as above and they will stop calling.
4. Key points to remember.
  - (a) *Never* answer a question;
  - (b) *Never* identify yourself;
  - (c) *Never* discuss anything that the caller brings up;
  - (d) *Always* interrupt if the caller pursues a conversation/questions you after having been noticed that you don't do business over the phone;
  - (e) There is no need to be hostile, but you must be firm and not tolerate any attempts at getting you into a conversation; and
  - (f) Do not consent with anything the caller wants. You can even tell him/her that you do not consent for him/her using your copyrighted property, using your telephone number, calling you at home, *etc.*
- E. Correspondence urging you to call. The choice is yours, but anyone who uses your copyrighted property to write you a letter deserves a "Notice by Written Communication/Security Agreement."
- F. If you receive a presentment (demand for payment) afterwards. If a follow-up presentment comes in the mail, you should:
  1. Mail the sender (agent) a personalized Notice by Written Communication/ Security Agreement, and a copy of the served, 14-page Administrative Remedy Demand and its proof of mailing (Green Card and Affidavit of Mailing); and
  2. If you also served the principal with notice of the fees for use of your private property, you may commence the collection process on the principal using the last correspondence (presentment or not) as proof of execution of the contract.<sup>15</sup> These instructions begin in part VI immediately below.

<sup>15</sup> If the matter is entered into the court as a complaint, it can still be successfully resolved. We are not licensed to practice law, but the publisher may be able to suggest a consultant who can assist you.

## **VI. Steps to Take After Execution of Consensual Contract by Unauthorized User.**

A. Methods of execution. It is vital that you recognize the moment the presenter/debt collector executes the consensual contract and incurs the obligation. For this reason you need to be familiar with the everyday language in the "Notice by Written Communication" that spells out the non-judicial terms of the contract for use of your common-law-copyrighted property. A presenter/debt collector can voluntarily enter the consensual contract in either of the following ways:

1. By any subsequent use of your True Name or TRADE NAME after having been noticed;
2. By Failing to comply with the specified terms of opting out of the consensual contract and turn over all originals and all copies of any and all records in any form (written, electronic, tape) containing your copyrighted property (True Name and TRADE NAME).

B. Steps immediately after presenter/debt collector executes consensual contract.

1. File a UCC Financing Statement.

(a) Timing. This filing is done at the very *first possible instant*. Determine presenter's/debt collector's location in accordance with UCC 9-307 (different criteria for individuals and corporations) and, listing your True Name as secured party and presenter's/debt collector's TRADE NAME as debtor, immediately file a financing statement at:

(i) State level in the UCC filing office; and

(ii) County level, if you can locate debtor's real estate holdings. Legal description of debtor's real property goes in Box 14 on the ADDENDUM page (one UCC Financing Statement for each piece of real property). Follow guidelines for "Real Estate Filing" listed in Section 8, "UCC Financing Statement Instructions."

(b) Use of ADDENDUM page. Place an "X" in the last check-box in Box 13, "fixture filing," for both state and county filings. If you are filing at the county as a real estate filing, place the legal description of the property in Box 14 (*not* a transmitting-utility filing—so *do not* mark this check-box under Box 18).

(c) Security Agreement. The "Security Agreement" that you will reference within the text of the collateral description in Box 4 is whichever one you used to notice the presenter/debt collector, *i.e.*:

(i) The five-page, stand-alone "Notice by Written Communication/Security Agreement"; or

(ii) The "Notice by Written Communication/Security Agreement" that is included within the comprehensive, 14-page, validation-of-debt Administrative Remedy Demand.

- (d) Collateral description. No matter which "Notice by Written Communication/ Security Agreement" you used, in both cases the collateral description in Box 4 is the same:

"All of debtor's assets, land, and personal property, and all of debtor's interest in said assets, land, and personal property, now owned and hereafter acquired, now existing and hereafter arising, and wherever located, described fully in security agreement entitled "NOTICE BY WRITTEN COMMUNICATION / SECURITY AGREEMENT" dated [Date of the particular Notice By Written Communication/ Security Agreement that you used] by and between debtor and secured party. Inquiring parties may consult directly with debtor for ascertaining, in detail, the financial relationship and contractual obligations associated with this commercial transaction, identified in security agreement referenced above. Secured party accepts debtor's signature in accord with UCC §§ 1-201(39), 3-401.

- (e) Transmitting your filing. Get your UCC Financing Statement filed the fastest way possible in both the UCC filing office in the office of the Secretary of State, and at the county clerk's/recorder's office if you are also doing a real estate filing.
2. Invoice – Verified Statement of Account. Immediately upon presenter's/debt collector's execution of the consensual contract, draw up an invoice to bill the new debtor for the unauthorized use of your property. This is a dollar-figure calculated by multiplying the total number of uses of True Name and TRADE NAME, *both before and after the debtor was noticed*, by \$500,000.00. Debtor had the chance to opt out of the deal and walk away, but chose to go forward and challenge your right of ownership of your own property. Once he executes the contract, all previous unauthorized uses of the property come forward and are billable, and debtor is accountable for each one. When you plug in your particulars for those of John Henry Doe's in the sample Invoice, be sure you:
- (a) Precisely identify the document(s) and the number of uses of your property in each;
- (b) Make an *exact accounting* of unauthorized use of the property, *leaving no margin for error*, and
- (c) Make certain that you can back up with verifiable, bona fide, documentary evidence everything that you swear to regarding unauthorized use of the property; *i.e.* the only way you can foul up is if you cannot prove the veracity of the Invoice, which is a notarized affidavit, the most powerful private/legal/commercial instrument in the world. You cannot afford to make a false attestation, nor bear false witness (perjury), so be sure you can *legally prove* what is stated in your affidavit. After doing your accounting, place the documentary evidence used to tally the number of unauthorized uses in a safe place in your records.
- (d) Give you debtor ten (10) days to tender payment in full. There is no rush on this; the days will fly by.

- (e) Notarize your new "Invoice – Verified Statement of Account."
3. Sending the invoice. After notarizing, make a photocopy of the original Invoice, as well as any page attached by the notary. Debtor gets only a photocopy of the original notarized Invoice; you keep the complete original and file it in a safe place in your records. Send photocopy of Invoice by Registered Mail, complete with Affidavit of Mailing, as described in instructions given above in paragraph IV. E, "Registered Mail envelope and mailing."
- B. Defaults. Be sure you understand the default provisions of the Notice by Written Communication/Security Agreement. Defaults are inevitable, and debtor will be in default ten (10) days after Invoice is sent, not 10 days after debtor receives it. Per UCC, it is debtor's responsibility to monitor receipt of mail and make sure all financial obligations are met. Before 10-day period expires, contact the publisher and tell him you are ready to initiate foreclosure proceedings, described below in paragraph C.
- C. Non-judicial strict foreclosure and collection. This is an extremely serious undertaking, however simple the final execution may end up being, and must be approached with the utmost respect for procedure. This is the step that *reverses* the statist,<sup>16</sup> totalitarian, communistic, property-confiscation machinery developed and institutionalized by the Legal Masters of the World over the last 2,000+ years, and they are not pleased with our progress. For these and other reasons, it is not recommended that *anyone* attempt this process on a first-time basis without help from someone who has already successfully done it. It is not enough just to be "right"; *you must be perfectly right* to avoid retaliation from Big Brother. Legal experts in the UCC and Revised Article 9 have written entire books on *just this subject* to guide their fellow esquire-mercenaries in ravaging America because it is so significant and easily misunderstood. Even some judges misunderstand the default provisions of Revised Article 9. The publisher has been supplied with contacts to help you in this wise, so as soon as you know when you will be ready to go forward with strict foreclosure, it is time to make contact.

## VII. Protecting Oneself in Pressure Situations and Criminal Proceedings.

- A. Speaking and acting for oneself. See the essays, "Helpful Notes for Pressure Situations" and "How to Sign Your Name When Your Signature is Demanded," in *Appendix* for real-life solutions for everyday confrontations with Big Brother.
1. Affidavit of John Henry Doe, by Special Visitation.

- (a) Meaning of "Special Visitation". This affidavit does not constitute *appearance*, rather *visitation*, based on the nature of the relationship between the sovereign constituency, of which you are a member and can claim such standing, and the slave artificial-person corporation known as "government." These words are defined as follows:

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<sup>16</sup> Statist: An adherent of statism [A theory of government which holds that the returns from group or individual enterprise are vested in the state, as in communism.]. Funk & Wagnalls Standard Dictionary, International Edition, 1958.

“Special. Relating to or designating a species, kind, or sort; designated for a particular purpose; confined to a particular purpose, object, person, or class. The opposite of general.” Black’s 1<sup>st</sup>.

“Visitation. Inspection; superintendence, direction; regulation. As applied to corporations means, in law, the act of a superior or superintending officer who visits a corporation to examine into its manner of conducting business and to enforce an observance of its laws and regulations.” Black’s Law Dictionary, Fourth Edition, 1951.

(b) Purpose. Used to obtain a common-law judgment of *non prosequitur*, also called *non pros*:

“*Non prosequitur*. (non pr -sek-w -t r or proh-). [Latin “he does not prosecute”] The judgment rendered against a plaintiff who has not pursued the case. — Often shortened to *non pros*.” Black’s 7<sup>th</sup>.

(c) Description. Places parties on notice of who you are; that you never granted permission for using, nor authorized use of, your property (True Name<sup>®</sup> and TRADE NAME<sup>®</sup>); requires response in like kind (affidavit); and that response be sent via a notary public of your designation (explained below). Both agent and principal are included. Such notice can be sent by Registered Mail, and can be filed in person, as well, depending on the advantage of each method. Generally, agents are served by Registered Mail, principals, in person. Some principals will prefer that the document be presented in a different format. Document is dated common-law style.

(d) Notary public. A notary is an “officer of the state” and has international jurisdiction:

- “Notary public. A public officer whose function is to attest and certify, by his hand and official seal, certain classes of documents, in order to give them credit and authenticity in foreign jurisdictions; to take acknowledgments of deeds and other conveyances, and certify the same; and to perform certain official acts, chiefly in commercial matters, such as the protesting of notes and bills, the noting of foreign drafts, and marine protests in cases of loss or damage. Black’s 1<sup>st</sup>. (Underline emphasis added)
- “Notaries are of very ancient origin they were well known among the Romans, and exist in every state of Europe, and particularly on the continent.” Bouvier’s Law Dictionary, Sixth Edition, 1856, hereinafter Bouvier’s 6<sup>th</sup>.
- “An officer appointed by the executive, or other appointing power, under the laws of different states. Their duties are generally prescribed by such laws. The most usual of which are, 1. To attest deeds, agreements and other instruments, in order to give them authenticity. 2. To protest notes, bills of exchange, and the like. 3. To certify copies of agreements and other instruments.” Bouvier’s 6<sup>th</sup>. (Underline emphasis added)

- “Their acts have long been respected by the custom of merchants and by the courts of all nations.” Bouvier’s 6<sup>th</sup>.

Noting the title of the 14-page “Validation of Debt” package, *i.e.* “Respondent’s Private, *International* Administrative Remedy Demand,” we are in the international realm when dealing with the current *de facto* government—coincidentally a commercial enterprise overlorded by a lineage of former merchant shippers on the high seas who employed the services of notaries heavily as an aid in international commerce, primarily for the handling of notes (promissory notes) and bills (bills of exchange, *i.e.* orders to pay). The office of notary public is far more powerful than even the average notary is aware of; cultivated so for maintaining governmental control in economic matters.

2. Notary’s “Certification of Non-Response”. A notary is an “officer of the state” and, as such, a notary’s word carries great weight in state matters. When the notary attests that no correspondence was received from any of the agents and principals that have charged (dual significance of legal/commercial terms) you for an alleged crime, a common-law judgment of *non pros* is obtained. Agents and principals can avoid the \$500,000.00 name-use fee by using the term “Secured Party” instead of the sender’s True Name<sup>®</sup>/TRADE NAME<sup>®</sup> for addressing correspondence; but nearly all reject this option. The notary confirms non-receipt of correspondence with a simple form called “Certification of Non-Response,” a sample of which appears in Appendix under Notary’s “Certification of Non-Response”. You draw up the form, listing each party that you want the notary to acknowledge as not having heard from, and bring it to the notary for his/her seal and signature.
3. Enlisting the help of a notary. Ideally, you will have a notary public among your friends, family, and associates.<sup>17</sup> If not, it is a simple matter to enlist the help of a notary for a Certification of Non-Response.
  - (a) Speaking with the notary. Contact a notary in a friendly fashion and tell him/her that:
    - (i) You are handling a matter in which you need outside, third-party verification that your requests for a written response from certain people are being ignored;
    - (ii) His/her word as notary would remove all doubt in the matter; and
    - (iii) You would just drop by in a couple of weeks with a short list of people to see if the notary had received any correspondence from any of them—and pick up any such correspondence that had arrived; and

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<sup>17</sup> In fact, becomin

(iv) For those who had not sent anything, you would be happy to pay “[you choose a number]” dollars [a realistic and agreeable fee] for a simple, one-sentence acknowledgment that nothing had come in from the parties the notary had not heard from.

(b) After securing notary’s Certification of Non-Response. Serve each agent and principal in the same fashion the original affidavit was served. You now have profound evidence on the record that nobody ever had any right to use your common-law-copyrighted property without your authorization, and that no such authorization was ever give. Besides the financial charges for use of your property, the attackers are in no-man’s land, “up the creek without a paddle,” because there is no legal foundation/basis for their attack.

B. Suggestions on what to say when challenged by Big Brother’s operatives. See “Helpful Notes for Pressure Situations” on page 322 in this Section for ideas on how to avoid dealing with Big Brother’s altogether, and how to cope with its operatives in unavoidable situations.

C. Doing business with any and all who use your private property. Upon receipt of any presentment bearing your common-law-copyrighted property, for both civil and criminal matters, immediately serve each and every involved party proceeding against you (including judges, clerks of court, prosecutors, attorneys, and others) with his/her own, personal Notice by Written Communication. Use “Difficult opt-out procedure (with subsequent “Self-executing” paragraph)” text described under paragraph II. 4(b) of these instructions, and send by Registered Mail. You can also send one to the presiding/chief judge of a particular courthouse and thereby place the entire courthouse on notice.

Those who do not surrender all originals and all copies containing your private property (in any form of recorded media) into your possession within the 72-hour Truth-in-Lending-Act period, thereby execute the consensual contract. Immediately file a UCC Financing Statement against all such parties both at state level and, after obtaining a legal description of all their real estate holdings, at county level. Each piece of real estate needs its own separate financing statement (you can only file against one property in a single real estate filing at county level). Draw up an invoice for each party and bill them by Registered Mail (send a *copy* of the notarized original invoice; retain the original), based on the number of uses of your copyrighted property multiplied by \$500,000.00.

D. Assistance. If, despite all the above, you are still having a tough time of it and would like assistance from someone familiar with these kinds of situations, you may want to contact the publisher, who may be able to recommend a consultant who can help you.



DOE, JOHN HENRY®  
P.O. Box 9999, Los Angeles, CA 90010

Non-Negotiable

March 14, 2002

U.S.P.O. Registered Mail Article No. RR111222333US

In care of:

Post Office Box 9999  
Los Angeles 90010  
California Republic  
John Henry Doe®

LAWRENCE D. MITCHELL  
MITCHELL & GREENE, L.L.P.  
9500 Wilshire Boulevard  
Beverly Hills, CA 90212

### NOTICE BY WRITTEN COMMUNICATION / SECURITY AGREEMENT

This Notice by Written Communication/Security Agreement, hereinafter "Notice by Written Communication," is sent for the purpose of clearing up a misunderstanding on the part of John Henry Doe®, hereinafter Secured Party. Considering the seriousness of this matter Secured Party has determined that it is vital that all communication by and between Secured Party and LAWRENCE D. MITCHELL be in written form so that a proper record is maintained for Secured Party's remedy should such need ever arise. In event LAWRENCE D. MITCHELL determines that legal advice is necessary, LAWRENCE D. MITCHELL may hire a professional qualified in providing such advice. LAWRENCE D. MITCHELL may correspond with Secured Party only by designating addressee on any envelope, package, and the like, intended for Secured Party as "Secured Party." LAWRENCE D. MITCHELL'S use of any other addressee designation on any correspondence intended for Secured Party is not authorized and accelerates LAWRENCE D. MITCHELL'S acceptance of the obligation of the herein-below-described consensual contract effective the date any such unauthorized correspondence is sent Secured Party by LAWRENCE D. MITCHELL and in accordance with other terms set forth herein below under "Acceleration of Acceptance of Obligation of Consensual Contract."

It is Secured Party's understanding that LAWRENCE D. MITCHELL does not hold a perfected security interest in any property of JOHN HENRY DOE®, also known by any and all derivatives and variations in the spelling of said name used with the intent of referencing JOHN HENRY DOE®, and likewise in any secured collateral of Secured Party. In event LAWRENCE D. MITCHELL claims a perfected security interest in any property of JOHN HENRY DOE®, i.e. in any secured collateral of Secured Party, LAWRENCE D. MITCHELL must provide Secured Party with proof of superiority of any such perfected security interest of LAWRENCE D. MITCHELL'S over that of Secured Party's within seventy-two (72) hours of midnight the day following LAWRENCE D. MITCHELL'S receipt of this Notice by Written Communication.

Secured Party is not now, nor has Secured Party ever been a surety, nor an accommodation party, for JOHN HENRY DOE®, nor for any derivative of, nor for any variation in the spelling of, JOHN HENRY DOE®, nor for any other juristic person, and is so indemnified and held harmless by JOHN HENRY DOE® in Hold-harmless and Indemnity Agreement No. JHD-030473-HHIA dated the Fourth Day of the Third Month in the Year of Our Lord One Thousand Nine Hundred Seventy-three against any and all claims, legal actions, orders, warrants, judgments, demands, liabilities, losses, depositions, summonses, lawsuits, costs, fines, liens, levies, penalties, damages, interests, and expenses whatsoever, both absolute and contingent, as are due and as might become due, now existing and as might hereafter arise, and as might be suffered by, imposed on, and incurred by JOHN HENRY DOE® for any and every reason, purpose, and cause whatsoever.

#### Unauthorized Use Strictly Prohibited

All rights reserved re common-law copyright of trade-name/trademark JOHN HENRY DOE®—as well as any and all derivatives and variations in the spelling of said trade-name/trademark, not excluding "John Henry Doe"—Common Law Copyright © 1973 by John Henry Doe®. Said trade-name/trademark, JOHN HENRY DOE®, may neither be displayed, nor used, nor reproduced in whole, nor in part, nor in any manner whatsoever, without the prior, express, written consent and acknowledgment of Secured Party as signified by Secured Party's signature in red ink.

This Notice by Written Communication provides LAWRENCE D. MITCHELL with notice that "JOHN HENRY DOE," is a common-law trade-name/trademark and common-law copyright of John Henry Doe®, i.e. Secured Party, that any unauthorized use of JOHN HENRY DOE® by LAWRENCE D. MITCHELL constitutes counterfeiting and common-law trade-name/trademark copyright infringement, that Secured Party neither grants, nor implies, nor otherwise gives consent for any unauthorized use of JOHN HENRY DOE®, and that any and all such unauthorized use is strictly prohibited.

### Acceleration of Acceptance of Obligation of Consensual Contract

With the intent of being contractually bound, any juristic person, including, but not limited by LAWRENCE D. MITCHELL and MITCHELL & GREENE, L.L.P., consents and agrees by this Notice by Written Communication that said juristic person shall neither display, nor reproduce, nor otherwise use in any manner, the common-law trade-name/trademark JOHN HENRY DOE®, nor the common-law copyright associated therewith, nor any derivative of, nor any variation in the spelling of, JOHN HENRY DOE®, not excluding "John Henry Doe," without the prior, express, written consent and acknowledgment of Secured Party as signified by Secured Party's signature in red ink, and that any such additional instance of unauthorized use of Secured Party's common-law-copyrighted trade-name/trademark by LAWRENCE D. MITCHELL following LAWRENCE D. MITCHELL'S receipt of this Notice by Written Communication accelerates LAWRENCE D. MITCHELL'S acceptance of the obligation of the herein-described consensual contract, as well as the unconditional promise of payment in full of said obligation, effective the date of the first instance of additional unauthorized use following LAWRENCE D. MITCHELL'S receipt of this Notice by Written Communication, in strict accordance with terms set forth below in paragraphs "(1)" through "(9)" under "Self-executing Security Agreement," wherein LAWRENCE D. MITCHELL is "User."

### Procedure for Opting Out of Consensual Contract

LAWRENCE D. MITCHELL'S unauthorized use, i.e. counterfeiting, of Secured Party's common-law trade-name/trademark and copyright, consensually contractually binds LAWRENCE D. MITCHELL with Secured Party, as of LAWRENCE D. MITCHELL'S initial unauthorized use of Secured Party's common-law trade-name/trademark and copyright, in respect of fair compensation due Secured Party for use of Secured Party's private property. LAWRENCE D. MITCHELL can opt out and withdraw from LAWRENCE D. MITCHELL'S consensual contract with Secured Party and retain no obligation associated therewith only by immediate cessation of any and all further unauthorized use of Secured Party's common-law-copyrighted property.

### Self-Executing Security Agreement

By the act of any single instance of unauthorized use of Secured Party's common-law-copyrighted property by LAWRENCE D. MITCHELL following LAWRENCE D. MITCHELL'S receipt of this Notice by Written Communication, LAWRENCE D. MITCHELL, hereinafter "User" only in this "Self-executing Security Agreement"-section, accepts the obligation of this consensual contract, this Notice by Written Communication concomitantly becomes a security agreement, hereinafter "Security Agreement," wherein User is Debtor and John Henry Doe® is Secured Party, and User:"

- (1) Grants Secured Party a security interest in all of User's property and interest in property in the sum certain amount of \$500,000.00 per each occurrence of use of common-law-copyrighted trade-name/trademark JOHN HENRY DOE®, as well as for each and every use of any and all derivatives of, and variations in the spelling of, JOHN HENRY DOE®, not excluding "John Henry Doe," plus all reasonable costs associated with enforcing said security interest and collecting the indebtedness, plus triple damages, i.e. plus total damages calculated in United States Dollars and multiplied by a factor of 3 (i.e. Damages in United States Dollars X 3);
- (2) Authenticates this Security Agreement wherein User is Debtor and John Henry Doe® is Secured Party, and wherein User pledges all of User's property, i.e. all: motor vehicles; aircraft; vessels; ships; trademarks; copyrights; patents; consumer goods; firearms; farm products; inventory; equipment; money; investment property; commercial tort claims; letters of credit; letter-of-credit rights; chattel paper; electronic chattel paper; tangible chattel paper; certificated securities; uncertificated securities; promissory notes; payment intangibles; software; health-care-insurance receivables; instruments; deposit accounts; accounts; documents; livestock; real estate and real property—including all buildings, structures, fixtures, and appurtenances situated thereon, as well as affixed thereto—fixtures; manufactured homes; timber; crops; and as-extracted collateral, i.e. all oil, gas, and other minerals, as well as any and all accounts arising from the sale of these substances, both at wellhead and minehead; accessions, increases, and additions, replacements of, and substitutions for, any of the property described hereinabove in this paragraph; products, produce, and proceeds of any of the property described hereinabove in this paragraph; accounts, general intangibles, instruments, monies, payments, and contract rights, and all other rights, arising out of sale, lease, and other disposition of any of the property described hereinabove in this paragraph; proceeds, including insurance, bond, general intangibles, and accounts proceeds, from the sale, destruction, loss, and other disposition of any of the property described hereinabove in this paragraph; records and data involving any of the property described hereinabove in this paragraph, such as in the form of a writing, photograph, microfilm, microfiche, tape, electronic media, and the like, together with all of User's right, title, and interest in all computer software and hardware required for utilizing, creating, maintaining, and processing any such records and data in any electronic media, and all of User's interest in all such foregoing property in this paragraph, now owned and hereafter acquired, now existing and hereafter arising, and wherever located, as collateral for securing User's contractual obligation in favor of Secured Party for User's unauthorized use of Secured Party's common-law-copyrighted property;

- (3) Consents and agrees with Secured Party's filing of a UCC Financing Statement in the UCC filing office, as well as in any county recorder's office, wherein User is Debtor and John Henry Doe® is Secured Party;
- (4) Consents and agrees that said UCC Financing Statement described above in paragraph "(3)" is a continuing financing statement, and further consents and agrees with Secured Party's filing of any continuation statement necessary for maintaining Secured Party's perfected security interest in all of User's property and interest in property pledged as collateral in Security Agreement described above in paragraph "(2)," until User's contractual obligation theretofore incurred has been fully satisfied;
- (5) Consents and agrees with Secured Party's filing of any and all UCC Financing Statements, as described hereinabove in paragraphs "(3)" and "(4)," and the filing of any Security Agreement, as described hereinabove in paragraph "(2)," in the UCC filing office, as well as in any county recorder's office;
- (6) Consents and agrees that any and all such filings described in paragraphs "(4)" and "(5)" above are not, and may not be considered, bogus; and that User will not claim that any such filing is bogus;
- (7) Waives all defenses;
- (8) Appoints Secured Party as Authorized Representative for User, effective upon User's default re User's contractual obligations in favor of Secured Party as set forth below under "Payment Terms" and "Default Terms," granting Secured Party full authority and power for engaging in any and all actions on behalf of User including, but not limited by authentication of a record on behalf of User, as Secured Party, in Secured Party's sole discretion, deems appropriate, and, as regards any deposit account of any kind maintained with any bank in/under the name of User, and likewise any deposit account maintained with any bank in/under the Social Security Account Number of User, notwithstanding the absence of User's name as account-holder on any such deposit account maintained with any bank in/under the Social Security Account Number of User, grants Secured Party full authority and power for originating instructions for said deposit-account bank and directing the disposition of funds in said deposit account by acting as signatory on said deposit account without further consent of User and without liability, and User further consents and agrees that this appointment of Secured Party as Authorized Representative for User, effective upon User's default, is irrevocable and coupled with a security interest;
- (9) Consents and agrees with all of the following additional terms of this Self-executing Security Agreement:
  - (a) Payment Terms: In accordance with fees for unauthorized use of JOHN HENRY DOE® as set forth above, User hereby consents and agrees that User shall pay Secured Party all unauthorized-use fees in full within ten (10) days of date Secured Party's invoice, hereinafter "Invoice," itemizing said fees, is sent User.
  - (b) Default Terms: In event of non-payment in full of all unauthorized-use fees by User within ten (10) days of date Invoice is sent, User shall be deemed in default and:
    - (i) All of User's property and interest in property pledged as collateral by User, as set forth in above in paragraph "(2)," immediately becomes, i.e. is, property of Secured Party;
    - (ii) Secured Party is appointed User's Authorized Representative as set forth above in paragraph "(8)"; and
    - (iii) User consents and agrees that Secured Party may take possession of, as well as otherwise dispose of in any manner that Secured Party, in Secured Party's sole discretion, deems appropriate, including, but not limited by, sale at auction, at any time following User's default, and without further notice, any and all of User's former property and interest in property formerly pledged as collateral by User, as described above in paragraph "(2)," now property of Secured Party, in respect of this "Self-executing Security Agreement," that Secured Party, again in Secured Party's sole discretion, deems appropriate.
  - (c) Terms for Curing Default: Upon event of default, as set forth above under "Default Terms," User can cure User's default and avoid strict foreclosure re any remainder of User's former property and interest in property that is neither in the possession of Secured Party, nor otherwise disposed of by Secured Party, only within twenty (20) days of User's default and only by payment in full of the balance of the sum certain amount owed by User, as noticed User in Invoice, that is not already paid by Secured Party's possession, sale, liquidation, and the like of User's former property and interest in property pledged as collateral for securing User's obligation.
  - (d) Terms of Strict Foreclosure: User's non-payment in full of all unauthorized-use fees itemized in Invoice within said twenty- (20) day period for curing default as set forth above under "Terms for Curing Default" authorizes Secured Party's immediate non-judicial strict foreclosure on any and all remaining property and interest in property formerly pledged as collateral by User, now property of Secured Party, which is not in the possession of, nor otherwise disposed of by, Secured Party upon expiration of said twenty- (20) day default-curing period.

Ownership subject to common-law copyright and UCC Financing Statement and security agreement filed with the UCC filing office. Record Owner: John Henry Doe®, Autograph Common Law Copyright © 1973 by John Henry Doe®.

### Words Defined – Glossary of Terms

As used in this Notice by Written Communication, the following words and terms are as defined in this section, *non obstante*:

**All.** In this Notice by Written Communication the word "all" means everything one has: the whole number; totality, including both all and sundry; everyone; without restriction.

**Appellation.** In this Notice by Written Communication the term "appellation" means: A general term that introduces and specifies a particular term which may be used in addressing, greeting, calling out for, and making appeals of a particular living, breathing, flesh-and-blood man.

**Authorized Representative.** In this Notice by Written Communication the term "Authorized Representative" means the Secured Party, John Henry Doe®, authorized by Debtor, upon Debtor's default, for signing Debtor's signature, without liability and without recourse.

**Collateral.** In this Notice by Written Communication the term "Collateral" means any and all property of Debtor identified above in paragraph "(2)."

**Debtor.** In this Notice by Written Communication the term "Debtor" means LAWRENCE D. MITCHELL, effective upon execution of Security Agreement as set forth above under "Self-executing Security Agreement."

**Default.** In this Notice by Written Communication the term "default" means Debtor's non-performance of a duty arising under this Notice by Written Communication as set forth above under paragraph "(9)(b)," "Default Terms."

**Derivative.** In this Notice by Written Communication the word "derivative" means coming from another; taken from something preceding; secondary; that which has not the origin in itself, but obtains existence from something foregoing and of a more primal and fundamental nature; anything derived from another.

**Hold-harmless and Indemnity Agreement.** In this Notice by Written Communication the term "Hold-harmless and Indemnity Agreement" means the written, express, Hold-harmless and Indemnity Agreement No. JHD-030473-HHIA dated the Fourth Day of the Third Month in the Year of Our Lord One Thousand Nine Hundred Seventy-three, between John Henry Doe® and JOHN HENRY DOE, together with all modifications of and substitutions for said Hold-harmless and Indemnity Agreement.

**John Henry Doe.** In this Notice by Written Communication the term "John Henry Doe" means the sentient, living being known by the distinctive appellation "John Henry Doe." All rights are reserved re use of John Henry Doe®, Autograph Common Law Copyright © 1973 by John Henry Doe®.

**JOHN HENRY DOE.** In this Notice by Written Communication the term "JOHN HENRY DOE" means JOHN HENRY DOE®, and any and all derivatives and variations in the spelling of said name except "John Henry Doe," Common Law Copyright © 1973 by John Henry Doe®. All Rights Reserved.

**Juristic person.** In this Notice by Written Communication the term "juristic person" means an abstract, legal entity *ens legis*, such as a corporation, created by construct of law and considered as possessing certain legal rights and duties of a human being; an imaginary entity, such as LAWRENCE D. MITCHELL, which, on the basis of legal reasoning, is legally treated as a human being for the purpose of conducting commercial activity for the benefit of a sentient, living being, such as John Henry Doe.

"From the earliest times the law has enforced rights and exacted liabilities by utilizing a corporate concept – by recognizing, that is, juristic persons other than human beings. The theories by which this mode of legal operation has developed, has been justified, qualified, and defined are the subject matter of a very sizable library. The historic roots of a particular society, economic pressures, philosophic notions, all have had their share in the law's response to the ways of men in carrying on their affairs through what is now the familiar device of the corporation. ----- Attribution of legal rights and duties to a juristic person other than man is necessarily a metaphorical process. And none the worse for it. No doubt, "Metaphors in law are to be narrowly watched." Cardozo, J., in Berkey v. Third Avenue R. Co., 244 N.Y. 84, 94. "But all instruments of thought should be narrowly watched lest they be abused and fail in their service to reason." See U.S. v. SCOPHONY CORP. OF AMERICA, 333 U.S. 795; 68 S.Ct. 855; 1948 U.S."

**LAWRENCE D. MITCHELL.** In this Notice by Written Communication the term "LAWRENCE D. MITCHELL" means LAWRENCE D. MITCHELL, a juristic person.

**Living, breathing, flesh-and-blood man.** In this Notice by Written Communication the term "living, breathing, flesh-and-blood man" means the Secured Party, John Henry Doe®, a sentient, living being, as distinguished from an artificial legal construct, *ens legis*, i.e. a juristic person, created by construct of law.

**Non obstante.** In this Notice by Written Communication the term "*non obstante*" means: Words anciently used in public and private instruments with the intent of precluding, in advance, any interpretation other than certain declared objects, purposes.

**Secured Party.** In this Notice by Written Communication the term "Secured Party" means John Henry Doe®, a living, sentient being as distinguished from a juristic person created by construct of law.

**Security Agreement.** In this Notice by Written Communication the term "Security Agreement" means the self-executing Security Agreement as described above under "Self-executing Security Agreement," together with any and all attachments, exhibits, documents, endorsements, and schedules attached thereto.

**Sentient, living being.** In this Notice by Written Communication the term "sentient, living being" means the Secured Party, i.e. John Henry Doe®, a living, breathing, flesh-and-blood man, as distinguished from an abstract legal construct, such as an artificial entity, juristic person, corporation, partnership, association, and the like.

"There, every man is independent of all laws, except those prescribed by nature. He is not bound by any institutions formed by his fellowmen without his consent." CRUDEN v. NEALE, 2 N.C. 338 (1796) 2 S.E. 70.

#### Additional Provisions

Any unenforceable provision of this Notice by Written Communication is severed from this Notice by Written Communication, but every remaining provision continues in full force and effect and this Notice by Written Communication is deemed modified in a manner that renders this Notice by Written Communication effective and in full force and effect. In all cases Secured Party continues without liability and is held harmless.

Any prior communication, written document, and the like by and between Respondent and Secured Party containing any mistake of Secured Party is invalidated thereby and of no force and effect, and may not be relied upon by Respondent against Secured Party in this matter.

LAWRENCE D. MITCHELL consents and agrees that this Notice by Written Communication is a private, consensual contract and may not be impaired by any third party.

LAWRENCE D. MITCHELL consents and agrees in full with all terms, conditions, and provisions as stated above.

With the intent of entering this consensual contract both LAWRENCE D. MITCHELL as Debtor and John Henry Doe as Secured Party do herewith execute this Security Agreement.

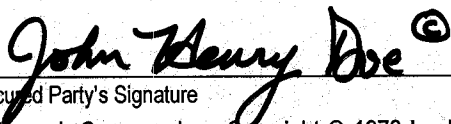
Debtor: LAWRENCE D. MITCHELL

LAWRENCE D. MITCHELL

Debtor's Signature

Secured Party accepts Debtor's signature in accord with UCC §§ 1-201(39), 3-401.

Secured Party: John Henry Doe®

  
Secured Party's Signature

Autograph Common Law Copyright © 1973 by John Henry Doe®, EID # 1234-56789. All rights reserved. No part of this common-law copyright made be reproduced in any manner without prior, express, written permission from John Henry Doe® as signified by the signature of John Henry Doe® in red ink. Unauthorized use of "John Henry Doe" incurs same unauthorized-use fees as those associated with JOHN HENRY DOE®, as set forth above in Notice by Written Communication/Security Agreement.

This Notice by Written Communication/Security Agreement is non-negotiable, is sent LAWRENCE D. MITCHELL by United States Post Office Registered Mail, and constitutes notice of John Henry Doe's perfected security interest in all property of JOHN HENRY DOE®, secured collateral of John Henry Doe®.

Enclosures: Copy of written communication from LAWRENCE D. MITCHELL dated March 11, 2002  
Published Copyright Notice

# Return Receipt for Mailing (Green Card)

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature <b>X</b> <span style="float: right;"><input type="checkbox"/> Agent <input type="checkbox"/> Addressee</span></p> <hr/> <p>B. Received by (<i>Printed Name</i>) <span style="float: right;">C. Date of Delivery</span></p> <hr/> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>1. Article Addressed to:</p> <p style="text-align: center; margin-top: 20px;"><b>LAWRENCE D. MITCHELL MITCHELL &amp; GREENE, L.L.P. 9500 Wilshire Boulevard Beverly Hills, CA 90212</b></p>	<p>3. Service Type</p> <p><input type="checkbox"/> Certified Mail    <input type="checkbox"/> Express Mail  <input checked="" type="checkbox"/> Registered    <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail    <input type="checkbox"/> C.O.D.</p>	
<p>2. Article Number (<i>Transfer from service label</i>)</p>	<p>4. Restricted Delivery? (<i>Extra Fee</i>) <input checked="" type="checkbox"/> Yes</p>	
<p><b>RR111222333US</b></p>		
<p>PS Form 3811, August 2001 <span style="margin-left: 100px;">Domestic Return Receipt</span> <span style="float: right;">102595-01-M-2509</span></p>		

Note: Check Box 4, Restricted Delivery.

**Note: Registered Mail is the recommended method of communicating—and this is the best way to do it: The form below is from the USPS "Firm Mailing Book For Accountable Mail." Use of this form is the only way you can obtain Registered Mail stickers/numbers before actually arriving at the Post Office to mail your correspondence. Otherwise you will have to fill out a receipt in front of the Postal Clerk and he/she will then issue you a Registered Mail number on the spot—which you will have then write in by hand on all appropriate correspondence before sealing your envelope. To acquire the book and a roll of 100 Registered Mail stickers simply go to the Post Office and, in a very casual, matter-of-fact manner, i.e. bored, say to the Postal Clerk: "I need a roll of Registered's and a Book." He/she will know exactly what you mean, and if you act like you know what you are asking for he/she will service your request immediately. If this is not to your liking you may choose to use Certified Mail, which is much simpler, but also less secure and carries less legal weight.**

For Accountable Mail

Line	Article Number	Name and Address of Sender	Name of Addressee, Street, and Post Office Address	Indicate type of mail			Check appropriate block for Registered Mail:			Postmark and Date of Receipt									
				<input checked="" type="checkbox"/> Registered	<input type="checkbox"/> Insured	<input type="checkbox"/> COD	<input type="checkbox"/> Certified	<input type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> Int'l Recorded Del.	<input type="checkbox"/> Express Mail	Handling Charge	Act. Value (If Regis.)	Insured Value	Due Sender If COD	R. R. Fee	S. D. Fee	S. H. Fee	Rest. Del. Fee	Remarks
1	RR11222333US	Post Office Box 9999 Los Angeles 90010 California John Henry Doe	LAWRENCE D. MITCHELL, MITCHELL & GREENE, L.L.P. 9500 Wilshire Boulevard Beverly Hills, CA 90212																
2	RR11222345US		MITCHELL & GREENE, L.L.P. 9500 Wilshire Boulevard Beverly Hills, CA 90212																
3																			
4																			
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15																			
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office		Postmaster, Per (Name of Receiving Employee)															

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional postal insurance. See Domestic Mail Manual R900, S913, and S921 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to third and fourth class parcels.



**AFFIDAVIT OF MAILING**

State of California )  
 )  
County of Los Angeles ) ss.

I am over 18 years of age and not a party to the within action; my business address is:

Lou Tenant  
4444 Beverly Boulevard  
Los Angeles, CA 90029

On the 14<sup>th</sup> day of March 2002 I mailed one copy of the following:

- NOTICE BY WRITTEN COMMUNICATION / SECURITY AGREEMENT dated March 14 2002, five (5) pages in length, with six (6) attachment pages,

a total of eleven (11) pages mailed herewith, including all attachments (not including this Affidavit of Mailing) by United States Post Office Registered Mail, Article No. RR111222333US, Restricted Delivery, Return Receipt Requested, in a sealed envelope with postage pre-paid, properly addressed to LAWRENCE D. MITCHELL as follows:

LAWRENCE D. MITCHELL  
MITCHELL & GREENE, L.L.P.  
9500 Wilshire Boulevard  
Beverly Hills, CA 90212

I declare under penalty of perjury under the laws of the State of California that the above is true, correct, and complete, and that this Affidavit of Service was executed on March 14, 2002 at Los Angeles, California.

\_\_\_\_\_  
Lou Tenant

March 28, 2002

Non-Negotiable

In care of:

Post Office Box 9999  
Los Angeles 90010  
California Republic  
John Henry Doe®

**RESPONDENT'S PRIVATE, INTERNATIONAL, ADMINISTRATIVE REMEDY DEMAND NO. JHD-032802-JJ**

For: JACK JONES, a Debt Collector  
CHASE, MANN & HATT MORTGAGE CORPORATION  
5143 Tunnel Vision Drive  
Columbus, OH 43222

Via U.S.P.O. Registered Mail Article No.  
RR777888999US

Re: Written communication from JACK JONES, hereinafter "Debt Collector," dated March 15, 2002, a copy of which is attached herewith, made fully part hereof, and included herein by reference

**NOTICE BY WRITTEN COMMUNICATION / SECURITY AGREEMENT**

**This Notice by Written Communication/Security Agreement**, hereinafter "Notice by Written Communication," provides JACK JONES, hereinafter "User," notice that alleged debtor, i.e. "JOHN H. DOE," is a common-law-copyrighted trade name/trademark of John Henry Doe, hereinafter "Secured Party," and that any unauthorized use of JOHN H. DOE® by User constitutes copyright/trade name/trade-mark infringement, and all such use is strictly prohibited.

**All rights reserved** re common-law copyright of trade-name/trade-mark, JOHN HENRY DOE®—as well as any and all derivatives and variations in the spelling of said trade-name/trade-mark—Copyright © 1973 by John Henry Doe®. Said trade-name/trade-mark, JOHN HENRY DOE®, may neither be used, nor reproduced, neither in whole nor in part, nor in any manner whatsoever, without the prior, express, written consent and acknowledgement of John Henry Doe as signified by the red-ink signature of John Henry Doe®, hereinafter "Secured Party."

**With the intent of being contractually bound**, any juristic person, e.g. JACK JONES and CHASE, MANN & HATT MORTGAGE CORPORATION, as well as any agent and any principal of said juristic person, consents and agrees by this Copyright Notice that neither said juristic person, nor any agent, nor any principal of said juristic person, shall display, nor otherwise use in any manner, the common-law trade-name/trade-mark JOHN HENRY DOE®, nor any derivative of, nor any variation in the spelling of, said trade-name/trade-mark, nor the common-law copyright described herein, without the prior, express, written consent and acknowledgment of Secured Party, as signified by Secured Party's signature in red ink. Secured Party neither grants, nor implies, nor otherwise gives consent for any unauthorized use of JOHN H. DOE®, and all such unauthorized use is strictly prohibited. Secured Party is not now, nor has Secured Party ever been, an accommodation party, nor a surety, for the alleged debtor, i.e. "JOHN H. DOE," nor for any derivative of, nor for any variation in the spelling of, said name, nor for any other juristic person, and is so-indemnified and held harmless by JOHN H. DOE® in Hold-harmless and Indemnity Agreement No. JHD-050690-HHIA dated the Sixth Day Day of the Fifth Month in the Year of Our Lord One Thousand Nine Hundred Ninety against any and all claims, legal actions, orders, warrants, judgments, demands, liabilities, losses, depositions, summonses, lawsuits, costs, fines, liens, levies, penalties, damages, interests, and expenses whatsoever, both absolute and contingent, as are due and as might become due, now existing and as might hereafter arise, and as might be suffered by, imposed on, and incurred by JOHN H. DOE® for any and every reason, purpose, and cause whatsoever.

**Self-executing Contract/Security Agreement in Event of Unauthorized Use:** By this Notice by Written Communication, both JACK JONES and CHASE, MANN & HATT MORTGAGE CORPORATION, hereinafter jointly and severally referenced as "User" in this paragraph, consent and agree that any use of JOHN H. DOE® other than authorized use as set forth above constitutes unauthorized use, counterfeiting, of Secured Party's common-law-copyrighted property, contractually binds User, renders this Notice by Written Communication a Security Agreement, hereinafter "Security Agreement," wherein User is debtor and John Henry Doe® is Secured Party, and signifies that User: (1) grants Secured Party a security interest in all of User's assets, land, and personal property and all of User's interest in assets, land, and personal property in the sum certain amount of \$500,000.00 per each occurrence of use of Secured Party's common-law-copyrighted trade-name/trade-mark, JOHN HENRY DOE®, as well as for each and every use of any and all derivatives of, and variations in the spelling of, said common-law trade-name/trade-mark, not excluding "John Henry Doe," plus costs; plus triple damages; (2) authenticates this Security Agreement wherein User is debtor and John Henry Doe® is Secured Party, and wherein User pledges all of User's:

assets, land, motor vehicles; aircraft; vessels; ships; trademarks; copyrights; patents; consumer goods; firearms; farm products; inventory; equipment; money; investment property; commercial tort claims; letters of credit; letter-of-credit rights; chattel paper; electronic chattel paper; tangible chattel paper; certificated securities; uncertificated securities; promissory notes; payment intangibles; software; health-care-insurance receivables; instruments; deposit accounts; accounts; documents; livestock; real estate and real property—including all buildings, structures, fixtures, and appurtenances situated thereon, as well as affixed thereto; fixtures; manufactured homes; timber; crops; and as-extracted collateral, i.e. all oil, gas, and other minerals, as well as any and all accounts arising from the sale of these substances, both at wellhead and minehead; accessions, increases, and additions, replacements of, and substitutions for, any of the property described hereinabove in this paragraph; products, produce, and proceeds of any of the property described hereinabove in this paragraph; accounts, general intangibles, instruments, monies, payments, and contract rights, and all other rights, arising out of sale, lease, and other disposition of any of the property described hereinabove in this paragraph; proceeds, including insurance, bond, general intangibles, and accounts proceeds, from the sale, destruction, loss, and other disposition of any of the property described hereinabove in this paragraph; records and data involving any of the property described hereinabove in this paragraph, such as in the form of a writing, photograph, microfilm, microfiche, tape, electronic media, and the like, together with all of User's right, title, and interest in all computer software and hardware required for utilizing, creating, maintaining, and processing any such records and data in any electronic media, and all of User's interest in all such foregoing property in this paragraph, now owned and hereafter acquired, now existing and hereafter arising, and wherever located, as collateral for securing User's contractual obligation in favor of Secured Party for User's unauthorized use of Secured Party's common-law-copyrighted property; (3) consents and agrees that Secured Party may file a UCC Financing Statement wherein User is debtor and John Henry Doe® is Secured Party; (4) consents and agrees that said UCC Financing Statement described above in paragraph "(3)" is a continuing financing statement, and further consents and agrees with Secured Party's filing of any continuation statement necessary for maintaining Secured Party's perfected security interest in all of User's property and interest in property pledged as collateral in Security Agreement as described above in paragraph "(2)," until User's contractual obligation theretofore incurred has been fully satisfied; (5) authorizes Secured Party's filing of any UCC Financing Statement, as described above in paragraphs "(3)" and "(4)," and the filing of any Security Agreement, as described above in paragraph "(2)," in the UCC filing office; (6) consents and agrees that any and all such filings described in paragraphs "(4)" and "(5)" above are not, and may not be considered, bogus, and that User will not claim that any such filing is bogus; (7) waives all defenses; and (8) appoints Secured Party as Authorized Representative for User, effective upon User's default re User's contractual obligations in favor of Secured Party as set forth below under "Payment Terms" and "Default Terms granting Secured Party full authority and power for engaging in any and all actions on behalf of User including, but not limited by, authentication of a record on behalf of User, as Secured Party, in accordance with Secured Party's sole discretion, deems appropriate, and, as regards any deposit account of any kind maintained with any bank in/under the name of User, and likewise any deposit account maintained with any bank in/under the Social Security Account Number of User, notwithstanding the absence of User's name as account-holder on any such deposit account maintained with any bank in/under the Social Security Account Number of User, grants Secured Party full authority and power for originating instructions for said deposit-account bank and directing the disposition of funds in said deposit account by acting as signatory on said deposit account without further consent of User and without liability, and User further consents and agrees that this appointment of Secured Party as Authorized Representative for User, effective upon User's default, is irrevocable and coupled with a security interest. User further consents and agrees with all of the following additional terms: Payment Terms: In accordance with fees for unauthorized use of JOHN H. DOE® as set forth above, User hereby consents and agrees that User shall pay Secured Party all unauthorized-use fees in full within ten (10) days of the date User is sent Secured Party's invoice, hereinafter "Invoice," itemizing said fees. Default Terms: In event of non-payment in full of all unauthorized-use fees by User within ten (10) days of the date Invoice is sent, User shall be deemed in default and (a) all of User's property and interest in property pledged as collateral by User, as set forth in above in paragraph "(2)," immediately becomes, i.e. is, property of Secured Party; (b) Secured Party is appointed User's Authorized Representative as set forth above in paragraph "(8)"; and (c) User consents and agrees that Secured Party may take possession of, as well as otherwise dispose of in any manner that Secured Party, in Secured Party's sole discretion, deems appropriate, including, but not limited by, sale at auction, at any time following User's default, and without further notice, any and all of User's former property and interest in property formerly pledged as collateral by User, described above in paragraph "(2)," now property of Secured Party, in respect of this Security Agreement, that Secured Party, again in Secured Party's sole discretion, deems appropriate. Terms for Curing Default: In event of default as set forth above under "Default Terms," User can cure User's default and avoid strict foreclosure of any remainder of User's former property that is neither in the possession of Secured Party, nor otherwise disposed of by Secured Party, only by tendering payment within twenty (20) days of User's default and only by payment in full of the balance of the sum certain amount owed by User, as

noticed User in Invoice, that is not already paid by Secured Party's possession, sale, liquidation, and the like of User's former property and interest in property pledged as collateral for securing User's obligation. Terms of Strict Foreclosure: User's non-payment in full of all unauthorized-use fees itemized in Invoice within said twenty- (20) day period for curing default as set forth above under "Terms for Curing Default" authorizes Secured Party's immediate non-judicial strict foreclosure on any and all remaining property and interest in property formerly pledged as collateral by User, now property of Secured Party, which is not in the possession of, nor otherwise disposed of by, Secured Party upon expiration of said twenty- (20) day default-curing period. Ownership subject to common-law copyright and UCC Financing Statement and Security Agreement filed with the UCC filing office. Record Owner: John Henry Doe®, Autograph Common Law Copyright © 1973.

Should any provision of this Notice by Written Communication be unenforceable, said unenforceable provision is hereby severed from this Notice by Written Communication, but every remaining provision continues in full force and effect, and this Notice by Written Communication is deemed modified in a manner that renders this Notice by Written Communication in full force and effect. In all cases Secured Party continues without liability and is held harmless. Any prior communication, written document, and the like by and between User and Secured Party containing any mistake of Secured Party is invalidated thereby and of no force and effect, and may not be relied upon by User against Secured Party in this matter.

No consent of any kind is granted nor otherwise given re any matter offered/alleged/asserted by User, and Secured Party withholds all consent. Secured Party will consider granting consent in favor of User only upon User's full disclosure of any and all consequences of any such granting of consent, accompanied by User's commensurate attendant liability for the veracity, relevance, and verifiability of any such disclosure, which liability is borne by User in the form of an authenticated Security Agreement, wherein User is debtor and John Henry Doe® is Secured Party, that self-executes effective the moment of Secured Party's confirmation of any material inconsistency/deviation/discrepancy in the aforementioned resultant consequences avowed by User, as determined solely by Secured Party in Secured Party's sole discretion.

Alleged debtor, i.e. JOHN H. DOE®, does not take issue with the amount of any alleged debt; rather, alleged debtor asserts that: the alleged debt is not valid; Secured Party holds a claim/security interest greater than any claim alleged by User, a certified copy of which UCC Financing Statement evidencing such supreme claim and security interest is attached herewith, made fully part hereof, and included herein by reference; and, as stated above, Secured Party is neither a surety, nor an accommodation party, for alleged debtor, and may not be construed as functioning in such capacity under any circumstances.

Further, this is a request for validation of any alleged debt and is not a request for a copy of any invoice, statement, bill, agreement, alleged agreement, contract, alleged contract, and the like, nor is it a request for a copy of any notification of assignment, negotiation/transfer of rights, nor is it a request for a copy of any other un-verified document/presentation referencing said alleged debt. This request for validation of any alleged debt is a request for bona fide verification of any alleged debt.

In accordance with law, only duly sworn/affirmed affidavits, oaths, and depositions qualify as a verification of the lawful existence of a bona fide debt. Absent such verification validating the alleged debt, and absent proof of a claim greater than that of Secured Party, User "fails to state a claim upon which relief can be granted." Wherefore, in accordance with the *Fair Debt Collection Practices Act*, effective immediately upon User's receipt of this Notice by Written Communication, User must cease all collection/prosecution efforts against alleged debtor, Secured Party, and Secured Party's secured private property.

User is hereby notified of the following Privacy Act Notice:

#### **Privacy Act Notice**

This written Notice By Written Communication constitutes User's due process notice and opportunity for being heard. Absent compliance with all requirements set forth herein User is barred from using any defense of immunity from prosecution for User's actions, as well as the actions of User's agents.

By this Notice By Written Communication, User, as well as User's agents and principals, shall comply with the provisions of the Privacy Act of 1974, as lawfully amended, 12 U.S.C. § 3401, the Right To Financial Privacy Act of 1978, as lawfully amended, 5 U.S.C. § 552a, and the Third Party Summons Act, special procedures, 26 U.S.C. § 7609 as lawfully amended, for assisting Secured Party in keeping inviolate certain constitutionally protected privacy rights.

By this Notice By Written Communication, User, as well as User's agents and principals, shall comply with this demand: User shall provide Secured Party with a copy of any express, written authorization from Secured Party whereby User is

authorized for disclosing/revealing/divulging/sharing with any third-party, in any manner, as well as by any means of communication, any information, documentation, data, property, effects, and the like re alleged debtor, JOHN H. DOE®, and likewise concerning Secured Party. User's failure in providing said foregoing demanded authorization constitutes admission by User that User is in violation of the Privacy Act, as well as other laws.

User possesses neither express, written authorization, nor consent, from alleged debtor, JOHN H. DOE®, nor Secured Party, for using, revealing/disclosing/divulging/sharing with any third party any secured information, documentation, data, property, effects, and the like of Secured Party.

This Notice By Written Communication is binding upon every principal and agent re the subject matter set forth herein, and each principal and each agent is: (a) barred from providing any Credit Reporting Agency any derogatory credit information regarding the above alleged debt; (b) prohibited from contacting alleged debtor by mail, by telephone, as well as in person, both at alleged debtor's residence, as well as at alleged debtor's place of employment; and (c) prohibited from contacting any other third party regarding the above-referenced alleged debt until User establishes the existence of a superior claim, greater than that of Secured Party's, and until said alleged debt is verified as indicated above and alleged debtor is provided with any such verification. Note: the *Fair Debt Collection Practices Act* at 15 USC §1692 et seq. states in relevant part that: "A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt," which includes "the false representation of the character, or legal status of any debt," as well as "the threat to take any action that cannot legally be taken," all of which constitute violations of law. Therefore, User, as well as any assignee, is prohibited from filing any lawsuit, notice of lien, notice of levy, and the like, as well as any other legal action against alleged debtor, as well as against any of Secured Party's secured private property, which is exempt from lien and exempt from levy.

15 U.S.C. § 1692e(8) states: "Communicating or threatening to communicate to any person credit information which is known or which should be known to be false, including the failure to communicate that a disputed debt is disputed, is a violation of § 1692e."

Further, User's above-referenced written communication, if valid, constitutes an issue of public currency, and, alleged debtor hereby requests from User, in accordance with the fundamental principals of American jurisprudence and law, bona fide documentary evidence that establishes the lawful basis for User's issue of said public currency and User's claim for payment of the alleged debt liability referenced within User's written communication issuing the public currency and stating the claim, i.e.: (a) bona fide identification of any person making request for payment by JOHN H. DOE®, including a copy of said person's bona fide, handwritten, legible, and notarized signature, and the thumbprint, from either hand, of said person making request for payment by JOHN H. DOE®; (b) bona fide evidence of any said person's authority for making request for payment by JOHN H. DOE®, if said person is acting on behalf of another; and (c) exhibition of the bona fide instrument, i.e., the bona fide commercial contract bearing the bona fide signature which supports User's demand for payment of alleged debt by JOHN H. DOE®, that, operating publicly, establishes User's issue of public currency, allegedly collectable from any of: (i) alleged debtor; (ii) alleged debtor's assets, (iii) Secured Party; (iv) Secured Party's secured private property; and (d) positive law in support of User's written attempt at collecting alleged debt that, operating publicly, establishes User's issue of public currency collectable from any of: (i) alleged debtor; (ii) alleged debtor's assets, (iii) Secured Party; (iv) Secured Party's secured private property.

Alleged debtor and Secured Party can and will lawfully construe User's failure re complying with and satisfying essential requirements of the *Fair Debt Collection Practices Act* and the above four (4) requests, i.e. "(a)," "(b)," "(c)," and "(d)" in the paragraph immediately above, within a reasonable time, i.e. twenty-one (21) days, following User's receipt of this written communication, as User's self-invalidation of User's demand for payment. verification of the alleged debt and satisfaction of the aforementioned four (4) specific requests must be duly sworn/affirmed in the form of one of the following: (a) affidavit; (b) oath; (c) deposition.

Until the alleged debt is verified in accordance with the *Fair Debt Collection Practices Act* and said verification is sent alleged debtor and received by alleged debtor, each and every contact in violation of the *Fair Debt Collection Practices Act* constitutes harassment and defamation of character and makes User, as well as any and all agents and principals who take part in such harassment and defamation, a subject of liability for damages, as well as statutory damages, and legal fees, for each and every violation, in private capacity.

User, JACK JONES, tacitly consents and agrees that JACK JONES has a duty for preventing this alleged account from damaging both alleged debtor and Secured Party, and further consents and agrees that alleged debtor and Secured Party each reserve the right for initiating a counterclaim, as well as a claim, against any of the following: JACK JONES'S bond;

JACK JONES'S guarantor; any of JACK JONES'S principals, agents, and assignees whose act(s)/omission(s) results in either of the following: (a) tort damages against alleged debtor; (b) tort damages against Secured Party.

Due process of law is guaranteed both alleged debtor and Secured Party at Debt Collector's Office of Risk Management, and is codified at 18 USC §§ 1581, 242, 241, 4, at 15 USC § 1692, and elsewhere.

The attached written communication is Respondent's response re User's attempt, via written communication, in collecting an alleged debt.

This Notice by Written Communication/Security Agreement is herewith executed this Twenty-eighth Day of the Third Month in the Year of Our Lord Two Thousand Two by and between the undersigned parties:

Debtor: JACK JONES

JACK JONES

Debtor's Signature

Secured Party accepts Debtor's signature in accord with UCC §§ 1-201(39), 3-401.

Secured Party: John Henry Doe®

John Henry Doe®

Secured Party's Signature

Autograph Common Law Copyright © 1973 by John Henry Doe®. All Rights Reserved. No part of this Autograph Common Law Copyright made be used, nor reproduced in any manner, without prior, express, written consent and acknowledgment of Secured Party as signified by Secured Party's signature in red ink. Unauthorized use of "John Henry Doe" incurs same unauthorized-use fees as those associated with JOHN HENRY DOE®, as set forth above in paragraph "(1)" under "Self-executing Contract/Security Agreement in Event of Unauthorized Use." Enclosure: Published Copyright Notice



JOHN H. DOE<sup>®</sup>  
P.O. Box 9999  
Los Angeles, CA 90010

**Respondent's Private International Administrative Remedy Demand No. JHD-032802-JJ**

This Private International Administrative Remedy Demand No. JHD-032802-JJ is binding upon every principal and agent re the subject matter set forth herein below.

Date: March 28, 2002

Via: U.S.P.O. Registered Mail Article No. RR777888999US

To: JACK JONES, d.b.a., a Debt Collector, hereinafter "Debt Collector"  
CHASE, MANN & HATT MORTGAGE CORPORATION  
5143 Tunnel Vision Drive  
Columbus, OH 43222

Re: Debt Collector's written communication, hereinafter "Presentment," dated March 15, 2002 referencing:

**Alleged Creditor: CHASE, MANN & HATT MORTGAGE CORPORATION**  
**Alleged Account No.: 001-23456789-96**  
**Alleged Amount Due: \$135,458.21**

Subject: Tender of Payment and Notice of Reservation of Right for Initiating a Counterclaim and for Filing Claim against Bond.

1. Be it known by these presents that JOHN H. DOE<sup>®</sup>, Respondent, is in receipt of Debt Collector's above-referenced presentment, a true and correct copy of which is attached herewith, made fully part hereof, and included herein by reference.
2. Respondent hereby gives Debt Collector Notice that this written communication is not a refusal for paying the alleged debt implied by Presentment, but constitutes express, written notice that:
  - (a) The above-referenced alleged debt is not valid;
  - (b) Debt Collector's claim is disputed;
  - (c) Respondent does not take issue with the amount of alleged debt claimed; and that
  - (d) Upon receipt of this Notice, Debt Collector must cease all collection activity re the alleged account/debt until Respondent is sent the herein-requested verification as required by the *Fair Debt Collection Practices Act*.

**Tender of Payment**

3. Respondent, without waiver of any defense, and for the purpose of resolving this matter in good faith, hereby tenders payment in the form of a Certified Promissory Note, also known as an Offer of Performance, both of which are attached herewith, made fully part hereof, and included herein by reference, for the purpose of discharging the alleged debt as stated within Debt Collector's above-referenced Presentment.
4. Respondent retains original of Debt Collector's Presentment as proof Respondent has not dishonored Debt Collector's instrument, nor in any way acted in bad faith.
5. Respondent gives Debt Collector Notice that, in accordance with law as codified at 15 USC §1692g(b): "*If the consumer notifies the debt collector in writing within the thirty-day period described in subsection (a) of this section that the debt, or any portion thereof, is disputed, or that the consumer requests the name and address of the original creditor, the debt collector shall cease collection of the debt, or any disputed portion thereof, until the debt collector obtains verification of the debt or a copy of a judgment, or the name and address of the original creditor, and a copy of such verification or judgment, or name and address of the original creditor, is mailed to the consumer by the debt collector.*" (Underline emphasis added by Respondent.)
6. Be advised that "verification" is defined (in Black's Law Dictionary, Sixth Edition) as follows: "*Confirmation of correctness, truth, or authenticity, by affidavit, oath, or deposition. Affidavit of truth of matter stated and object of verification is to assure good faith in averments or statements of party.*"



7. Debt Collector is further Noticed that this is not a request by Respondent for a *photocopy of any invoice, statement, bill, summary, agreement, and the like* and that any future communication received by Respondent from Debt Collector, in written as well as any other form, absent the above-cited requisite "verification of the debt," irrespective of the inclusion of any photocopy of any related invoice, statement, bill, summary, agreement, and the like, constitutes Debt Collector's tacit admission, confession, and agreement that Debt Collector has no lawful, bona fide, verifiable claim re the alleged account.
8. Respondent also includes with this written communication, "Debt Collector Disclosure Statement," for the purpose of ensuring that Debt Collector's "verification of the debt" is executed in accordance with law as codified at 15 USC §1692(g), and must be completed in full by Debt Collector and received by Respondent within twenty-one (21) days of Debt Collector's receipt of this written communication.

**Notice of Reservation of Right for Initiating a Counterclaim and Filing a Claim Against Official Bond**

9. If Debt Collector, such as by commission, omission, and otherwise:
  - (a) Fails in giving Respondent full disclosure re the nature and cause of Debt Collector's claim concerning the hereinabove-referenced alleged debt;
  - (b) Makes a false representation of the character of the hereinabove-referenced alleged debt;
  - (c) Makes a false representation of the legal status of the hereinabove-referenced alleged debt;
  - (d) Makes any threat of action that cannot legally be taken, in violation of any applicable law, such as the law codified at the *Fair Debt Collection Practices Act*,

Respondent may initiate a counterclaim and claim against the official bond of Debt Collector, as well as the bond of any principal, agent, and assignee of Debt Collector, whose acts, as well as omissions, result in Respondent sustaining any tort injury.

10. Debt Collector is also hereby given notice that:
  - (a) Debt Collector's unsubstantiated demands for payment, a "*scheme or artifice*" "*caused to be delivered by mail*," may constitute Mail Fraud under State and Federal Laws (Debt Collector may wish to consult with competent legal counsel before originating any further communication with Respondent); and
  - (b) Debt Collector's failure in providing Respondent with the requisite verification, validating the above-referenced alleged debt within the requirements of law as codified in the *Fair Debt Collection Practices Act* and the corresponding laws of each state, signifies that Debt Collector tacitly agrees that:
    - (i) Debt Collector has no lawful, bona fide, verifiable claim re the above-referenced alleged account;
    - (ii) Debt Collector waives any and all claims against Respondent; and
    - (iii) Debt Collector tacitly agrees that Debt Collector will compensate Respondent for all costs, fees and expenses incurred in defending against this and any and all continued collection attempts re the above-referenced alleged account.
11. This is also an attempt for determining the nature and basis of a case/counterclaim against Debt Collector, and any information contained within Debt Collector Disclosure Statement, as well as any information obtained otherwise, such as by Debt Collector's commissions, omissions, and the like, will be used for that purpose.
12. Due process of law is guaranteed both alleged debtor and Secured Party at Debt Collector's Office of Risk Management, and is codified at 18 USC §§ 1581, 242, 241, 4, at 15 USC § 1692, and elsewhere.

**JOHN H. DOE**<sup>®</sup>  
JOHN H. DOE<sup>®</sup>, Respondent

Enclosures:

Offer of Performance  
Certified Promissory Note  
Verification of Tender of Payment, Notice of Reservation of Right For Initiating Counterclaim/Filing Claim Against Bond  
Debt Collector Disclosure Statement

Date: March 28, 2002

**Recording Requested by, and  
When Recorded Return to:**

In care of:

Post Office Box 9999  
Los Angeles 90010  
California Republic  
John Henry Doe

**Respondent's Private International Administrative Remedy Demand No. JHD-032802-JJ**

**This notice is binding upon every principal and agent re the subject matter set forth herein**

Via United States Post Office Registered Mail Article No. RR777888999US

For: JACK JONES, d.b.a. a Debt Collector, hereinafter "Debt Collector"  
CHASE, MANN & HATT MORTGAGE CORPORATION  
5143 Tunnel Vision Drive  
Columbus, OH 43222

Re: Alleged Creditor: CHASE, MANN & HATT MORTGAGE CORPORATION  
Alleged Account No: 001-23456789-96  
Alleged Amount Due: \$135,458.21

Subject: Offer of Performance

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**OFFER OF PERFORMANCE**

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1. This Offer of Performance is tendered in good faith as full satisfaction of the claim referenced above, with the intent of extinguishing any alleged debt, duty, obligation, liability, and the like intended as obligating Respondent, JOHN H. DOE<sup>®</sup>, named in the hereinabove-referenced Presentment, a copy of which is attached herewith, made fully part hereof, and included herein by reference.
2. Concerning this Offer of Performance, hereinafter "Offer," re alleged account 001-23456789-96, Debt Collector may:
  - (a) Accept this Offer;
  - (b) Reject this Offer;
  - (c) Object regarding the mode of this Offer.
3. This Offer of payment of that certain sum of money that Debt Collector alleges/asserts, via Presentment, constitutes Respondent's debt, duty, obligation, and liability, including interest and penalties, is made dependent upon performance by Debt Collector of Conditions Precedent concerning which Respondent/Offeror is entitled by the fundamental principles of American Jurisprudence and law; namely, provision by Debt Collector of verification<sup>1</sup> of the alleged debt, accompanied by documentary evidence establishing the factual basis for Debt Collector's claim for payment asserted within Debt Collector's above-referenced Presentment, i.e. validation of Debt Collector's right for collecting the alleged debt by providing the requisite verification, including:
  - (a) Copies of all agreements of assignment, negotiation, transfer of rights, and the like, and indicating whether Debt Collector is the current owner, assignee, holder, holder in due course, etc., with evidence of Respondent's consent with any such agreement if a novation;
  - (b) All relative commercial instruments, contracts, and the like containing Respondent's bona fide signature (subjective theory);

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1. **Verification.** Confirmation of correctness, truth, or authenticity, by affidavit, oath, or deposition. Affidavit of truth of matter stated and object of verification is to assure good faith in averments or statements of party. Black's Law Dictionary, Sixth Edition.

- (c) Any evidence of an exchange of a benefit, as well as exchange of a detriment (implied contract);
  - (d) Any evidence of any series of external acts giving the objective semblance of agreement (objective theory);
  - (e) All other documentary evidence between Respondent and Debt Collector that Debt Collector relies upon in making Debt Collector's presumptive claim;
  - (f) Name and address of original creditor; and
  - (g) A certified copy of any judgment.
4. Respondent/Offeror expects a response re this Offer within a reasonable period of time of receipt of this Offer, which is hereby set at twenty-one (21) days, not counting day of service.
  5. Respondent/Offeror does not waive timeliness. If additional time is needed, however, Debt Collector must make a request in writing before expiration of said twenty-one- (21) day period described above in paragraph "4," setting forth Debt Collector's reasons for requesting such extension of time with good cause shown. Respondent/Offeror will consider any such request for extension of time, the granting of which, however, is conditioned solely upon the decision of Respondent/Offeror.
  6. Respondent/Offeror hereby gives Debt Collector notice that, as an operation of law as codified at California Civil Code § 1485 and California Code of Civil Procedure § 2074, respectively:
    - (a) An obligation is extinguished by an offer of performance, made in conformity with the rules prescribed, and with the intent of extinguishing the obligation;
    - (b) An offer in writing for paying a particular sum of money, as well as for delivering a written instrument/specific personal property, is, if not accepted, the equivalent of the actual production and tender of the money/instrument/property.
  7. In event that Debt Collector does not respond re this Offer within the prescribed time limit for response, and there has likewise been no request for extension of time, with good cause shown therein, within said time period, then Debt Collector tacitly agrees that Debt Collector has no bona fide, lawful, verifiable claim re this alleged account, that Debt Collector waives any and all claims against Respondent, and that Debt Collector tacitly agrees that Debt Collector must compensate Respondent for all costs, fees, and expenses incurred defending against any collection attempts by Debt Collector re the above-referenced alleged account.
  8. Respondent also expressly includes with this Offer of Performance, "Debt Collector Disclosure Statement," attached herewith, made fully part hereof, and included herein by reference, for ensuring that Debt Collector clearly and conspicuously makes all required disclosures in writing in accordance with applicable portions of *Truth in Lending (Regulation Z)* 12 CFR 226. Debt Collector Disclosure Statement must be completed by Debt Collector and received by Respondent within twenty-one (21) days of Debt Collector's receipt of this Offer of Performance if Debt Collector wishes Debt Collector's claim considered by Respondent.
  9. Debt Collector also tacitly consents and agrees that Debt Collector has a duty for preventing this alleged account from damaging Respondent in any way. Debt Collector confesses judgment and Respondent reserves the right for:
    - (a) Initiating a counterclaim against Debt Collector,
    - (b) Filing claim against the bond of any responsible party, including Debt Collector and all principals, agents, and assignees of Debt Collector, whose acts/omissions result in tort damages against Respondent/Offeror.
  10. Due process of law is guaranteed both alleged debtor and Secured Party at Debt Collector's Office of Risk Management, and is codified at 18 USC §§ 1581, 242, 241, 4, at 15 USC § 1692, and elsewhere.

Dated: March 28, 2002

Signed:

JOHN H. DOE  
Respondent/Offeror

Witness Bill Peters

Witness Amy Cogburn

**CERTIFIED PROMISSORY NOTE**

Note Number: JHD--032802-JJ

Date: March 28, 2002

Pay to the

Order of: \*\*\*\* CHASE, MANN & HATT MORTGAGE CORPORATION \*\*\*\*

\$135,458.21

\*\*\* One Hundred Thirty-five Thousand Four Hundred Fifty-eight and 21/100\*\*\* DOLLARS

This Instrument is tendered by the Undersigned Respondent, JOHN H. DOE, hereinafter "Maker," in good faith, and in accordance with law, as codified at UCC §§ 1-103, 1-104, 1-201(4)(28)(30), 3-103(a)(6), 3-104(a)(b) and Public Policy at House Joint Resolution 192 of June 5, 1933, as full satisfaction of a alleged debt claimed and allegedly owed in favor of Payee herein, i.e. CHASE, MANN & HATT MORTGAGE CORPORATION, d.b.a. a debt collector, as per Payee's/Debt Collector's Presentment:

Alleged Creditor: CHASE, MANN & HATT MORTGAGE CORPORATION  
Alleged Account No.: 001-23456789-96  
Alleged Amount Due: \$135,458.21

A true and correct copy of Presentment is attached hereto, made fully part hereof, and included herein by reference. This statement constitutes Maker's promise for paying this instrument upon presentment and indorsement, at Maker's location.

As an operation of law, Payee/Debt Collector tacitly consents and agrees that there is accord and satisfaction by use of this instrument for satisfying Payee's/Debt Collector's claim and Maker is hereby discharged from liability on this alleged account and the obligation is suspended in accordance with law as codified at UCC §§ 3-310(b), 3-311, and 3-603.

Maker does not waive timeliness. However, if Payee/Debt Collector needs additional time, Payee/Debt Collector must present Maker with a written request for additional time within a reasonable time, setting forth the reasons Payee/Debt Collector requests an extension of time, with good cause shown. The acceptability of any such request received by Maker from Payee/Debt Collector is conditional upon approval by Maker.

In the event this instrument is not presented for payment within a reasonable period of time, and there has been no request for an extension of time with good cause shown, Payee/Debt Collector tacitly consents and agrees that Payee/Debt Collector has no bona fide verifiable claim re this alleged account.

Payee/Debt Collector tacitly consents and agrees that Debt Collector has a duty for preventing this alleged account from damaging Maker in any way, and that Debt Collector confesses judgment and Maker reserves the right for initiating a counterclaim against Debt Collector, and for filing a claim against the bond of any responsible party, including Debt Collector and all principals, agents, and assignees of Debt Collector, whose acts/omissions result in tort damages against Maker.

Dated: March 28, 2002

JOHN H. DOE  
JOHN H. DOE, Respondent/Maker

Witness: Bill Peters

Witness: Amy Cogburn

Authorized person indorse below. Print name and official title when presenting this instrument for payment. Government-issued ID with photograph required, i.e. only the following types of ID accepted: state-issued Drivers License; state-issued Identification Card; Passport.

Printed Name of Indorser

Form of Photo Identification

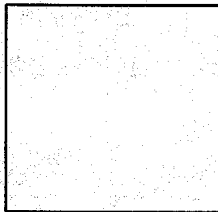
Official Title of Indorser

Form of Official Identification

Date of Presentment and Indorsement

Signature of Indorser

Right Thumb Print →



Recording Requested by, and  
When Recorded Return to:  
JOHN H. DOE  
P.O. Box 9999  
Los Angeles, CA 90010

Date: \_\_\_\_\_

**VERIFICATION OF TENDER OF PAYMENT and**  
**NOTICE OF RESERVATION OF RIGHT FOR INITIATING COUNTERCLAIM and**  
**FOR FILING CLAIM AGAINST BOND**

Respondent's Private International Administrative Remedy Demand, No. JHD-032802-JJ

Introductory Certification

The Undersigned, JOHN H. DOE<sup>®</sup>, hereinafter "Declarant," does herewith solemnly swear, declare, and state that:

1. Declarant can competently state the matters set forth herewith.
2. Declarant has personal knowledge of the facts stated herein.
3. Declarant has read and signed this Verification of Tender of Payment and Notice of Reservation of Right for Initiating Counterclaim and For Filing Claim Against Bond, hereinafter "Tender and Reservation of Right."

Plain Statement of Facts

4. This Tender and Reservation of Right is not interposed for purpose of delay.
5. This Tender and Reservation of Right does not prejudice CHASE, MANN & HATT MORTGAGE CORPORATION in this matter.
6. Declarant does not join in any merits of Presentment of JACK JONES, d.b.a., a Debt Collector.

Verification and Certification

7. The Undersigned Declarant, JOHN H. DOE<sup>®</sup>, i.e. Declarant, does herewith swear, declare, and affirm that Declarant executes this Tender and Reservation of Right with sincere intent, that Declarant can competently state the matters set forth herein, that the contents are true, correct, complete, and certain, not misleading, and the truth, the whole truth, and nothing but the truth as per the best of Declarant's knowledge and understanding.

Further Declarant saith naught.

Dated: March 28, 2002

Signed:

JOHN H. DOE<sup>®</sup>  
JOHN H. DOE<sup>®</sup>, Declarant

Witness ..... Bill Peters .....

Witness ..... Amy Cogburn .....

**DEBT COLLECTOR DISCLOSURE STATEMENT**  
**Re "Offer of Performance"**

This statement and the answers contained herein may be used by Respondent, if necessary, in any court of competent jurisdiction.

**Respondent's Private International Administrative Remedy Demand No. JHD-032802-JJ**

Notice: This Debt Collector Disclosure Statement is not a substitute for, nor the equivalent of, the hereinabove-requested verification of the record, i.e. "Confirmation of correctness, truth, or authenticity, by affidavit, oath, or deposition" (Black's Law Dictionary, Sixth Edition, 1990), re the alleged debt, and must be completed in accordance with the *Fair Debt Collection Practices Act*, 15 USC §1692g, applicable portions of *Truth in Lending (Regulation Z)*, 12 CFR 226, and demands as cited above in Offer of Performance. Debt Collector must make all required disclosures clearly and conspicuously in writing re the following:

1. Name of Debt Collector: .....
2. Address of Debt Collector: .....
3. Name of alleged Debtor: .....
4. Address of alleged Debtor: .....
5. Alleged Account Number: .....
6. Alleged debt owed: \$.....
7. Date alleged debt became payable: .....
8. Re this alleged account, what is the name and address of the alleged Original Creditor, if different from Debt Collector?  
.....
9. Re this alleged account, if Debt Collector is different from alleged Original Creditor, does Debt Collector have a bona fide affidavit of assignment for entering into alleged original contract between alleged Original Creditor and alleged Debtor?  
YES NO
10. Did Debt Collector purchase this alleged account from the alleged Original Creditor? YES NO N/A (Not Applicable)
11. If applicable, date of purchase of this alleged account from alleged Original Creditor, and purchase amount:  
Date: ..... Amount: \$.....
12. Did Debt Collector purchase this alleged account from a previous debt collector? YES NO N/A
13. If applicable, date of purchase of this alleged account from previous debt collector, and purchase amount:  
Date: ..... Amount: \$.....
14. Regarding this alleged account, Debt Collector is currently the:  
(a) Owner; (b) Assignee; (c) Other – explain: .....
15. What are the terms of the transfer of rights re this alleged account? .....
16. If applicable, transfer of rights re this alleged account was executed by the following method:  
(a) Assignment; (b) Negotiation; (c) Novation; (d) Other – explain:.....

17. If the transfer of rights re this alleged account was by assignment, was there consideration? YES NO N/A
18. What is the nature and cause of the consideration cited in # 17 above? .....  
.....  
.....
19. If the transfer of rights re this alleged account was by negotiation, was the alleged account taken for value?  
YES NO N/A
20. What is the nature and cause of any value cited in #19 above? .....  
.....
21. If the transfer of rights re this alleged account was by novation, was consent given by alleged Debtor? YES NO N/A
22. What is the nature and cause of any consent cited in # 21 above?.....  
.....
23. Has Debt Collector provided alleged Debtor with the requisite *verification* of the alleged debt as required by the *Fair Debt Collection Practices Act*? YES NO
24. Date said verification cited above in # 23 was provided alleged Debtor: .....
25. Was said verification cited above in # 23 in the form of a sworn or affirmed oath, affidavit, or deposition? YES NO
26. Verification cited above in # 23 was provided alleged Debtor in the form of: OATH AFFIDAVIT DEPOSTION
27. Does Debt Collector have knowledge of any claim(s)/defense(s) re this alleged account? YES NO
28. What is the nature and cause of any claim(s)/defense(s) re this alleged account? .....
29. Was alleged Debtor sold any products/services by Debt Collector? YES NO
30. What is the nature and cause of any products/services cited above in # 29? .....  
.....
31. Does there exist a verifiable, bona fide, original commercial instrument between Debt Collector and alleged Debtor containing alleged Debtor's bona fide signature? YES NO
32. What is the nature and cause of any verifiable commercial instrument cited above in # 31? .....  
.....
33. Does there exist verifiable evidence of an exchange of a benefit or detriment between Debt Collector and alleged Debtor?  
YES NO
34. What is the nature and cause of this evidence of an exchange of a benefit or detriment as cited above in # 33?  
.....
35. Does any evidence exist of verifiable external act(s) giving the objective semblance of agreement between Debt Collector and alleged Debtor? YES NO
36. What is the nature and cause of any external act(s) giving the objective semblance of agreement from #35 above?  
.....
37. Have any charge-offs been made by any creditor or debt collector regarding this alleged account? YES NO
38. Have any insurance claims been made by any creditor or debt collector regarding this alleged account? YES NO



39. Have any tax write-offs been made by any creditor or debt collector regarding this alleged account? YES NO
40. Have any tax deductions been made by any creditor or debt collector regarding this alleged account? YES NO
41. Have any judgments been obtained by any creditor or debt collector regarding this alleged account? YES NO
42. At the time the alleged original contract was executed, were all parties apprised of the meaning of the terms and conditions of said alleged original contract? YES NO
43. At the time the alleged original contract was executed, were all parties advised of the importance of consulting a licensed legal professional before executing the alleged contract? YES NO
44. At the time the alleged original contract was executed, were all parties apprised that said alleged contract was a private credit instrument? YES NO

Debt Collector's failure, both intentional and otherwise, in completing/answering points "1" through "44" above and returning this Debt Collector Disclosure Statement, as well as providing Respondent with the requisite *verification* validating the hereinabove-referenced alleged debt, constitutes Debt Collector's tacit agreement that Debt Collector has no verifiable, lawful, bona fide claim re the hereinabove-referenced alleged account, and that Debt Collector tacitly agrees that Debt Collector waives all claims against Respondent and indemnifies and holds Respondent harmless against any and all costs and fees heretofore and hereafter incurred and related re any and all collection attempts involving the hereinabove-referenced alleged account.

Declaration: The Undersigned hereby declares under penalty of perjury of the laws of this State that the statements made in this Debt Collector Disclosure Statement are true and correct in accordance with the Undersigned's best firsthand knowledge and belief.

\_\_\_\_\_ Date

\_\_\_\_\_ Printed name of Signatory

\_\_\_\_\_ Official Title of Signatory

\_\_\_\_\_ Authorized Signature for Debt Collector

Debt Collector must timely complete and return this Debt Collector Disclosure Statement, along with all required documents referenced in said Debt Collector Disclosure Statement. Debt Collector's claim will not be considered if any portion of this Debt Collector Disclosure Statement is not completed and timely returned with all required documents, which specifically includes the requisite *verification*, made in accordance with law and codified in the *Fair Debt Collection Practices Act* at 15 USC §1692 et seq., and which states in relevant part: "A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt," which includes "the false representation of the character, or legal status of any debt," and "the threat to take any action that cannot legally be taken," all of which are violations of law. If Debt Collector does not respond as required by law, Debt Collector's claim will not be considered and Debt Collector may be liable for damages for any continued collection efforts, as well as any other injury sustained by Respondent. Please allow thirty (30) days for processing after Respondent's receipt of Debt Collector's response.

# INVOICE

## Verified Statement of Account

Non-Negotiable – Private Between the Parties

### Account Debtor:

LAWRENCE D. MITCHELL  
MITCHELL & GREENE, L.L.P.  
9500 Wilshire Boulevard  
Beverly Hills, CA 90212

### Account Creditor:

John Henry Doe®  
In care of: Post Office Box 9999  
Los Angeles 90010  
California Republic

In accordance with notice and terms contained within that certain private, consensual contract by and between Account Debtor LAWRENCE D. MITCHELL and Account Creditor John Henry Doe®, i.e. "Notice by Written Communication/Security Agreement" dated March 14, 2002, received and executed by LAWRENCE D. MITCHELL on March 15, 2002 and March 20, 2002, respectively, an accounting of unauthorized-use fees incurred by LAWRENCE D. MITCHELL, current as of the date of this Invoice, re LAWRENCE D. MITCHELL'S use of Account Creditor's private, common-law copyrighted property, is set forth as follows:

<u>Principal Amount</u>	<u>Unauthorized-Use Locator</u>	<u>Occurrences of Use</u>	<u>Extended Amount</u>
\$500,000.00	Written communication dated March 11, 2002, signed by LAWRENCE D. MITCHELL	3	1,500,000.00
\$500,000.00	NOTICE OF LIS PENDENS dated April 22, 2002, signed by LAWRENCE D. MITCHELL	3	1,500,000.00
\$500,000.00	COMPLAINT TO FORECLOSE MORTGAGE AND ENFORCE LOST LOAN DOCUMENTS dated April 22, 2002, signed by LAWRENCE D. MITCHELL	9	<u>4,500,000.00</u>
Grand Total:			<u>\$7,500,000.00</u>

The total amount of this Invoice is Seven Million Five Hundred Thousand United States Dollars (\$7,500,000.00). This amount is now due and owing. Payment in full is herewith demanded. Remit to:

John Henry Doe®  
In care of: Post Office Box 9999  
Los Angeles 90010  
California Republic

This Invoice is dated: the Twenty-Ninth Day of the Fourth Month in the Year of Our Lord Two Thousand Two.

The Undersigned, John Henry Doe®, does herewith swear, declare, and affirm that the Undersigned has examined this Invoice and any accompanying schedules, statements, and documents and that, in accordance with the best of the Undersigned's knowledge and belief, this statement of account is true, correct, and complete. This declaration of John Henry Doe® is based on all information of which John Henry Doe® has any knowledge.

Signed:

## **Affidavit of John Henry Doe<sup>®</sup>, by Special Visitation**

Affiant, who goes by the appellation John Henry Doe<sup>®</sup>, a living, breathing, flesh-and-blood man under the laws of God, being of sound mind, and over the age of twenty-one, whose advocate is Jesus, the Christ, reserving all rights, being unschooled in law, and who has no bar attorney, is without an attorney, and having never been represented by an attorney, and not waiving counsel, knowingly and willingly Declares and Duly affirms, in accordance with law, in special visitation, in good faith, with no intention of delaying, nor obstructing, and with full intent for preserving and promoting the public confidence in the integrity and impartiality of the judiciary, that the following statements and facts, by special visitation in the matter(s) in re Case No. CR 02-1234 JSS and any matter relating to this, are of Affiant's own firsthand knowledge, does solemnly swear, declare, and depose: that Affiant is competent to state the matters set forth herein; that Affiant has personal knowledge and belief of the facts stated herein; and all the facts stated herein are true, correct, complete, and certain.

This declaration of facts is based on Affiant's own firsthand knowledge and belief; mark Affiant's words;

1. Affiant goes by the appellation John Henry Doe<sup>®</sup>; Affiant is a living, moral being endowed with unalienable rights to life, liberty, property, papers and effects, and all substantive rights of California state.
2. Affiant owns the name John Henry Doe<sup>®</sup> and the trade-name JOHN HENRY DOE<sup>®</sup>, as well as any and all derivatives and variations in the spelling of said trade-name, and speaks only for John Henry Doe<sup>®</sup>, and is no other, and is surety for no other, and speaks for no person, juristic person, entity, individual, group, organization, association, voluntary association, joint-stock association, company, co-partnership, firm, order/society, both aggregate and part of any aggregate/automatic aggregate/public utility aggregate, organized and incorporated/not incorporated, and is not misrepresenting Affiant, and has not duly granted, ratified, bargained for, gifted, sold, optioned, donated, and the like any power of appointment, special power of appointment, general power of appointment in trust, nor any general nor special

franchise, nor elective franchise, of name, character, living body, and the like in favor of any other, for any consideration, including but not limited by any option/opting, any promises, implied promise, successive promises, agreement, supposed agreement, fiction, forbearance, grace, creation, modification, destruction, and the like of a legal relation, trade name, trademark, service mark, title, titles, return promise, and the like, bargained for and given in exchange for a promise, privileges or benefits, reciprocity, any indemnity, mutual indemnification, any future interest, and the like.

3. Affiant is a sovereign who takes up housekeeping in the geographic region known as California Republic.
4. Affiant is neither a surety, nor an accommodation party, for any juristic person.
5. Affiant neither granted JUDAS S. SQUIRE permission for using, nor authorized JUDAS S. SQUIRE'S use of, the name JOHN HENRY DOE<sup>®</sup>, also known by any and all derivatives and variations in the spelling of said name except "John Henry Doe," at any time without consideration for the use of said name.
6. Affiant neither granted RACHEL M. STEWART permission for using, nor authorized RACHEL M. STEWART'S use of, the name JOHN HENRY DOE<sup>®</sup>, also known by any and all derivatives and variations in the spelling of said name except "John Henry Doe," at any time without consideration for the use of said name.
7. Affiant neither granted DAVID A. COOPER permission for using, nor authorized DAVID A. COOPER'S use of, the name JOHN HENRY DOE<sup>®</sup>, also known by any and all derivatives and variations in the spelling of said name except "John Henry Doe," at any time without consideration for the use of said name.
9. Affiant neither granted COUNTY OF LOS ANGELES permission for using, nor authorized COUNTY OF LOS ANGELES'S use of, the name JOHN HENRY DOE<sup>®</sup>, also known by any and all derivatives and variations in the spelling of said name except "John Henry Doe," at any time without consideration for the use of said name.
10. Affiant neither granted STATE OF CALIFORNIA permission for using, nor authorized STATE OF CALIFORNIA'S use of, the name JOHN HENRY DOE<sup>®</sup>, also known by any and all derivatives and variations in the spelling of said name except "John Henry Doe," at any time without consideration for the use of said name.

11. Affiant neither granted SUPERIOR COURT OF THE STATE OF CALIFORNIA permission for using, nor authorized SUPERIOR COURT OF THE STATE OF CALIFORNIA'S use of, the name JOHN HENRY DOE<sup>®</sup>, also known by any and all derivatives and variations in the spelling of said name except "John Henry Doe," at any time without consideration for the use of said name.
12. Affiant did inform all parties involved in this matter that Affiant's papers and effects were private property, and that Affiant's private papers and effects could not be used by any of the parties in any manner without consideration.
13. Affiant states: no commercial consensual encounter took place even if so construed by any of the parties, and Affiant apologizes for any such construction, for it was a mistake.
14. Affiant neither disturbed the peace, nor the dignity, of County of Los Angeles, nor COUNTY OF LOS ANGELES, at any time.
15. Affiant neither disturbed the peace, nor the dignity, of State of California, nor STATE OF CALIFORNIA, at any time.
16. Affiant neither disturbed the peace, nor the dignity, of United States, nor UNITED STATES, at any time.
17. Affiant neither disturbed the peace, nor the dignity, of United States of America, nor UNITED STATES OF AMERICA, at any time.
18. Regarding and any all documents other than those initiated/put forth by Affiant, i.e. documents such as this Affidavit, Affiant states that any and all ink-marks appearing within the signature space of any and all such documents re Case No. CR 02-1234 JSS do not comprise Affiant's signature, as Affiant's signature appears only where knowingly, willingly, and voluntarily executed following full disclosure of all terms and conditions of any and all contracts/commercial agreements, as well as all terms and conditions of any unrevealed contract/commercial agreement.
19. Affiant states that jurisdiction is neither conferred, nor implied, nor granted by Affiant re Case No. CR 02-1234 JSS.
20. Currently Affiant is unjustifiably threatened by fraud, and irreversible harm continues accruing against Affiant.

21. All of the above-cited actions by the aforementioned trusted public servants are against the peace and dignity of Affiant.

Any man, as well as any woman, who intends rebutting this Affidavit of John Henry Doe shall do so in the manner of this Affidavit, by signing any such Affidavit using Christian name/baptismal name/name given at birth, given in upper- and lower-case format, not set in all-capital letters, being a fully liable, living, breathing man/woman, responsible/liable for everything that such man/woman says and does. Any such Affidavit must be sent so as to be received by the notary public named at the address given below within five (5) days, lest a judgment of "non pros" be obtained, with a notice claim of triple damages. "Non Pros" is an abbreviation of "non prosequitur", which is a judgment at common law entered at instance of defendant when plaintiff at any stage of proceedings fails to prosecute his action or any part of it, in due time.

Affiant, John Henry Doe<sup>®</sup>, Common Law trade-name/trademark copyright © 1973, a living, breathing, flesh-and-blood man, does swear and affirm on Affiant's own unlimited commercial liability, that Affiant has scribed and read the foregoing facts contained in this Affidavit, and that, in accordance with the best of Affiant's firsthand knowledge and conviction, such are true, correct, complete, and not misleading, the truth, the whole truth, and nothing but the truth.

This Affidavit is dated: the First Day of the Third Month in the Year of Our Lord Two Thousand Two

By: \_\_\_\_\_

Autograph Common Law Copyright<sup>®</sup> 1973 by John Henry Doe<sup>®</sup>, EID # 1234-56789. All rights reserved. No part of this Autograph Common Law Copyright may be used, nor may said copyrighted property be reproduced in any manner, without prior, express, written consent and acknowledgment of John Henry Doe<sup>®</sup> as signified by John Henry Doe<sup>®</sup>'s signature in red ink. Unauthorized use of "John Henry Doe" incurs same unauthorized-use fees as those associated with JOHN HENRY DOE<sup>®</sup>.

Mail recipient and address for return correspondence:

Beverly L. McDonald, Notary Public  
123 Elm Street  
Los Angeles, CA 90033

### CERTIFICATION OF NON-RESPONSE

The Undersigned, BEVERLY L. MCDONALD, a Notary Public for the State of California, hereby certifies that, as of this date, November 12, 2001, the Undersigned has received no correspondence for John Henry Doe from any of the following parties:

- JUDAS S. SQUIRE
- RACHEL M. STEWART
- DAVID A. COOPER

The Undersigned swears under penalty of perjury of the laws of the State of California that the foregoing is true, correct, and complete in accordance with the Undersigned's best firsthand knowledge and belief.

---

BEVERLY L. MCDONALD, Notary Public

State of California        )  
                                  )        ss.  
County of Los Angeles    )



# How to Sign Your Signature Without Liability

## An Overview

Big Brother's master plan to subjugate the entire human race is utterly dependent on people continuing to volunteer for and finance their own enslavement. Without such largesse<sup>1</sup> from the public, the Chosen Masters face certain calamity and exposure for their crimes. Heretofore, system operatives have been overwhelmingly successful at duping unwitting victims into "volunteering" for virtually every kind of financial hell imaginable. And make no mistake: it is purely *voluntary*.

The system is working exactly as it is designed to do, and the chroniclers of chaos proudly trumpet their statistics as they inch forward in their dreams of total world domination:

### **"Bankruptcy filings reach record 1.5 million..."**

"NEW YORK – Bankruptcy filings surged 19% to a record 1.5 million last year, as businesses and consumers struggled under heavy debt loads during the economic slowdown.

"Consumer bankruptcies, which accounted for 97% of all filings, jumped 19%, while business bankruptcies rose 13%, according to data released Tuesday by the Administrative office of the U.S. Courts...." (USA TODAY, February 20, 2002)

It is no coincidence that the introduction and popularity of the real-estate board game, Monopoly™, parallels the history of the Moneychangers' financial conquest of America, culminating with its copyright by Parker Brothers in 1935,<sup>2</sup> the same time that we converted over from a substance- (gold) backed currency to a belief- (credit) backed currency. The game's logo even confesses the caricature of a white-mustachioed English banker, complete with top hat, tails, and cane.

The objective in the board game of Monopoly™ is to drive into bankruptcy all other players—an arrangement otherwise known as a "tontine<sup>3</sup> wagering scheme"—and so it is in real life. If you examine the nature of economics in America today you will see that everyone is competing for the same, rationed amount of "Monopoly™ money,"<sup>4</sup> called Federal Reserve Notes, "FRNs," and attempting to "stay above water" and avoid bankruptcy. This is, by definition, a *de facto* state of war between participants—in both the board game and the game of life. The only way to stay in the game of Monopoly™ and avoid bankruptcy is to obtain more Monopoly™ money from other players. The only way to stay in the game of life and avoid bankruptcy is to somehow obtain more FRNs from the "other players" around you. In both, the outcome is inevitable.

The longest-running game of Monopoly™ lasted 70 days, but still ended the same way as all others before and since: with one player acquiring all the wealth and all the other players bankrupt. Unfortunately, there can be no other final conclusion in the "Federal-Reserve-Note game of life" either, no matter how long you stretch it out—*unless, of course, you simply stop volunteering to play the game!*

<sup>1</sup> Largesse: Generous giving; gift; bounty.

<sup>2</sup> The Bankruptcy Act of 1938, America's first such legislation, followed shortly thereafter, as well.

<sup>3</sup> Tontine: [It. *tontina*, after its inventor, Lorenzo *Tonti*, a Neopolitan] A financial arrangement in which a group of participants share in the arrangement's advantages until all but one has died or defaulted, at which time the whole goes to that survivor.

<sup>4</sup> All money is *borrowed* into existence, and more money is owed than physically exists because of the requirement for making interest payments on the principal amount loaned. The principal comprises all the money there is, but interest payments have to come from somewhere; thus the depletion of the money supply.

## Volunteering

The most devastating form of "volunteering" occurs when someone promises—and people do this unflinchingly every single day—to be responsible for, and pay the debt of, another party. Believe it or not, this is how every unwary soul has sealed his fate. The "TRADE NAME game," *i.e.* that which the content of this book is dedicated to exposing, untangling, and rectifying, has an evil twin that works in concert with it. As you will discover toward the end of this article, the Legal Masters of the World are factually eminently aware of the distinction between your true name and TRADE NAME and have come up with an incredibly ingenious device for exploiting the difference without tipping their hand.

The reason that every complaint unfailingly cites the defendant's/respondent's name in all-capital letters; the reason the name on every license is set in CAPITAL LETTERS; the reason the name on every Social Security card has been *converted* from English (as originally written on the application) into legalese; the reason that all banks insist on listing all accounts *not* in the true name of the party who walks in and fills out the forms, but in the artificial TRADE NAME associated therewith, is the same: to conduct business with you via an unknown, invisible, corporately colored artificial person that is subject to all statutory regulation and therefore under their complete control and power. The same applies equally when either of the two names is called out verbally.<sup>5</sup> Remember: differently constructed names comprise distinct items of property, however similar. Filing a UCC Financing Statement is the first step in releasing yourself from these bonds; the second is cessation of volunteering to be responsible for the TRADE NAME'S obligations by signing on its behalf.

When someone signs his name on a commercial instrument listed in his straw man's TRADE NAME he finalizes his financial obligations in that particular transaction, and also contributes just that much more in the Chosen Masters' designs for a New World Order. That "Order" is an "*economic pecking order*," with them owning literally everything at the top, and you and your family and friends owning nothing (including your labor) at the bottom.

Article 3 (Negotiable Instruments) of the Uniform Commercial Code has been written to augment the liabilities that come with signing on behalf of another, but has also been encrypted to keep curious slaves from finding out how they are being duped. Because the Legal Masters of the World cannot bind us into perpetual servitude without also offering a route for escape, we have remedy in the UCC.

## Unraveling the Mystery

The key entry point into Article 3 on the subject of signatures is this:

"... The general rule is that a signature is an indorsement if the instrument does not indicate an unambiguous intent of the signer not to sign as an indorser. Intent may be determined by words accompanying the signature, the place of signature, or other circumstances...." UCC 3-204, Note 1, paragraph 2. (Underline emphasis added)

Even without defining the key term, "indorser," the meaning is clear: in the absence of indicating "an unambiguous intent," a signature can be construed as an "indorsement."

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<sup>5</sup> This point is thoroughly addressed in the discussion on "appellation" in Section 1, "Maintaining Fiscal Integrity," in the segment entitled "The Underlying Con Beneath the Con," beginning on page 10 of that essay.

“‘Indorser’ means a person who makes an indorsement.” UCC 3-204(b).

“‘Indorsement’ means a signature, other than that of a signer as maker, drawer, or acceptor, that alone or accompanied by other words is made on an instrument for the purpose of (i) negotiating the instrument, (ii) restricting payment of the instrument, or (iii) incurring indorser’s liability on the instrument, but regardless of the intent of the signer, a signature and its accompanying words is an indorsement unless the accompanying words, terms of the instrument, place of the signature, or other circumstances unambiguously indicate that the signature was made for a purpose other than indorsement. For the purpose of determining whether a signature is made on an instrument, a paper affixed to the instrument is a part of the instrument.” UCC 3-204(a). (Underline emphasis added)

*Makers, drawers, and acceptors* are the primary types of signers of negotiable instruments:

- “‘Maker’ means a person who signs or is identified in a note as a person undertaking to pay.” UCC 3-103(5).
- “‘Drawer’ means a person who signs or is identified in a draft as a person ordering payment. UCC 3-103(3).
- “‘Acceptor’ means a drawee who has accepted a draft.” UCC 3-103(1).
- “‘Drawee’ means a person ordered in a draft to make payment. UCC 3-103(2).

#### Accommodation Parties

How could one sign a negotiable instrument (irrespective of the signer’s awareness that what he is signing is a negotiable instrument) and incur liability as anything other than a maker, drawer, or acceptor? Answer: As an “accommodation party.”

*Accommodation party* is described in Note 1 under UCC 3-419:

“...An accommodation party is a person who signs an instrument to benefit the accommodated party either by signing at the time value is obtained by the accommodated party or later, and who is not a direct beneficiary of the value obtained. An accommodation party will usually be a co-maker or anomalous indorser...” (Underline emphasis added)

In the UCC, one of the meanings of *value* is, essentially, “credit.” You qualify on this point because you have been the sole source of credit for your TRADE NAME since inception (birth), and are not a direct beneficiary of the value given (what you get is *liability*).

The meaning of *co-maker* can be deduced from the definition of *maker* above—but is nevertheless a subordinate identifier in respect of *accommodation party*.

*Anomalous* means “departing from the common rule; irregular.” The UCC defines *anomalous indorsement* as follows:

“‘Anomalous indorsement’ means an indorsement made by a person who is not the holder of the instrument. An anomalous indorsement does not affect the manner in which the instrument may be negotiated.” UCC 3-205(d). (Underline emphasis added)

An *anomalous indorsement* is made by a party that is not the holder of the instrument (*i.e.* no rights in the instrument), and qualifies, nevertheless, as a valid endorsement (even though not specifically that of maker, drawer, or acceptor), and would not adversely affect the negotiability of the instrument. That this Section is imbued with vagueness opens the door for other factors to enter in, but we are not told what those factors might be (the purpose of "codes").

Summing up on *accommodation party*: someone who signs on behalf of another for the purpose of benefiting that party, and who also is not a direct beneficiary of the value obtained by the accommodated party. An accommodation party is *not* a maker, *not* a drawer, and *not* an acceptor, but has an "anomalous" role in the indorsement process. Apparently, an accommodation party bears full liability for the accommodated party, but stands to gain nothing by participating. This is obviously the most inferior status one can have, because he is completely out of control of his own destiny, based on the mischief that the TRADE NAME gets into and the misadventures that follow thereafter.

Wrapping up on *accommodation party*, the worst (kiss of death) has been saved for last:

"An accommodation party is always a surety." UCC 3-419, Note 3, paragraph 2.

As you know from "The Curse of Co-Suretyship" in Section 3, a surety is utterly responsible for anything and everything that the principal debtor is responsible for, including both payment and specific performance. An accommodation party is automatically and always a surety for the accommodated party.

When you, the flesh-and-blood man/woman, sign an instrument (even if you do not know that you are signing a negotiable instrument, such as a traffic ticket) bearing the straw man's TRADE NAME, you are signing as an accommodation party and bear full personal responsibility and accountability for whatever the straw man has gotten itself into, including the potential for incarceration. Remember: a surety is an equal of the principal. The creditor is authorized to treat the surety *exactly* as though the surety were the principal debtor, and extract both payment and specific performance. Since your straw man is rather difficult to locate and identify (no physical existence), you and your body serve nicely.

### Light at the End of the Tunnel

Now for the \$64 question: How can you avoid ever being considered as an accommodation party, your signature ever being construed as an accommodation signature? The answer is found in Notes 1 and 2 of Section 3-402:

"1. Subsection (a) states when the represented person is bound on an instrument if the instrument is signed by a representative. If under the law of agency the represented person would be bound by the act of the representative in signing either the name of the represented person or that of the representative, the signature is the authorized signature of the represented person...." (Underline and bold emphasis added)

"2.... Subsection (b)(1) states that if the form of the signature unambiguously shows that if it is made on behalf of an identified represented person (for example 'P, by A, Treasurer') the agent is not liable. This is a workable standard for a court to apply...." (Underline and bold emphasis added)

Translation: You are removed from the realm of liability of being construed as a maker, drawer, acceptor, or accommodation party (and therefore, as a surety) by unambiguously identifying your signature as that of "Authorized Representative."

Signing in this fashion removes all doubt ("*unambiguously indicates*") re the exact identification of the signing party. It also relieves the signer of all legal liability for the principal's ("*represented person's*") obligation.

The key is to be as unambiguous and as expositional as you can, to reveal as much as possible about your agency status in however little space you have to work with on the instrument. Writing "above and below" works also, as long as it is unambiguous. Some interchangeable examples of workable signatures:

- JOHN HENRY DOE<sup>©</sup>, by *John Henry Doe*<sup>©</sup>, Authorized Representative
- JOHN H. DOE<sup>©</sup>, by *John Henry Doe*<sup>©</sup>, Auth. Rep.
- JOHN DOE<sup>©</sup>, by *John Henry Doe*<sup>©</sup>, Agent
- By order of: JOHN HENRY DOE<sup>©</sup>, by *John Henry Doe*<sup>©</sup>, Authorized Representative
- By order of: JOHN H. DOE<sup>©</sup>, by *John Henry Doe*<sup>©</sup>, Auth. Rep.
- By order of: JOHN DOE<sup>©</sup>, by *John Henry Doe*<sup>©</sup>, Agent
- By *John Henry Doe*<sup>©</sup>, Authorized Representative
- By *John Henry Doe*<sup>©</sup>, Auth. Rep.
- By *John Henry Doe*<sup>©</sup>, Agent
- By order of: JOHN HENRY DOE<sup>©</sup>,  
by *John Henry Doe*<sup>©</sup>, Authorized Representative
- By order of: JOHN H. DOE<sup>©</sup>,  
by *John Henry Doe*<sup>©</sup>, Auth. Rep.
- By order of: JOHN DOE<sup>©</sup>,  
by *John Henry Doe*<sup>©</sup>, Agent

Also inserting the words, "Authorized Signature," in a conspicuous, unambiguous manner, (such as below the signature line) helps in indicating signer's agency status.

### Total Confirmation from Big Brother of the Validity of What We are Doing

The final segment of this short essay reveals something that will convince even the fiercest naysayer (at least those who are not on Big Brother's payroll) of the correctness of our hunches and the criminal intent of the Legal Masters of the World.

Looking at Note 3 of UCC 3-402, which has to do with checks, we find:

"Subsection 3 is directed at the check cases. It states that if the check identifies the represented person (sic) the agent who signs does not have to indicate agency status. Virtually all checks used today are in personalized form (sic) which identify the person on whose account the check is drawn. In this case nobody is deceived into thinking that the person signing the check is meant to be liable...." (Underline emphasis added)

Therefore, apparently:

- When the name of the “represented person” is printed on the face of the check, any agent signing for the represented person need not indicate agency status;
- Virtually all checks used today are “personalized” to identify the account holder; and
- Since virtually all checks used today are personalized, nobody is deceived into thinking that the person signing the check is meant to be liable if he is signing as an agent.

Follow this procedure:

- Go online and pull up: [www.Deluxe.com](http://www.Deluxe.com);
- Under “Personal Checks,” click on “Browse Our Full Line of Check Designs”;
- Wait a few moments while the next page, “Deluxe Personal Checks Catalog,” comes up;
- Click on “About Checks” and then scroll down to “Check Security Features”;
- Observe the arrow marked, “MicroPrinting,” and pointing at the signature line of the check

Next, take out one of your personal (not business) checks and place it under a magnifying glass or microscope. Place it so the signature line is directly under the lens. Below is a blowup of what you will see when you scrutinize the line:

**“...URE AUTHORIZED SIGNATURE AUTHORIZED SIGNATURE AUTHORIZED SIG...”**

Editing Note 3 of UCC 3-402 from above:

“In this case nobody [except the signer] is deceived into thinking that the person signing the check is meant to be liable.”

Deluxe openly prints out the words “Authorized Signature” underneath the signature line on business checks, but disguises the same proclamation on personal checks. The reason the signature line on a personal check is made up of the words, “AUTHORIZED SIGNATURE,” is because it is a physical impossibility that the account holder will ever sign the check. The account holder is an artificial person, e.g. “JOHN HENRY DOE,” and exists *in name only*. The Fed knows that every signature appearing on a personal check is the signature of the flesh-and-blood agent, the authorized representative. However, this fact must be concealed in order to cause the signer to believe that he is the principal, when he actually signs on as accommodation party, *i.e.* surety, and therefore 100% liable for everything the principal is liable for. This applies in every signature on every document, not just personal checks.

Deluxe and other check-manufacturing companies must do this if they want to sell personal checks to Fed customers. Apparently, this is how the Fed justifies their deceit and duplicity:

“We told ‘em. We put it right there on the check leaf. We can’t help it if they’re too stupid to know that they are the authorized representative. When they decided to accept responsibility as the accommodation party for the account holder, they did so voluntarily. We can’t help it if they volunteer to do something. We did everything we could to make it easier for them. We even personalized the checks with the account holder’s name and spelled out “*AUTHORIZED SIGNATURE*” right there on the signature line to save them the headache of having to write out “*Authorized Representative*” every time they signed a check. We can’t be blamed for their ignorance.”

We were not supposed to find out about this device—but its existence is a full-blown confession and acknowledgment and validation of everything propounded in this book re the distinction between true name and TRADE NAME. Big Brother knows precisely what it is doing re subjugating us via the names. Welcome to the real world.

### Your Signature

If UCC-delineated check-signing procedures are so important for Federal Reserve owners and the manufacturers of checks used within that system, it should be important for you, as well. The overwhelming significance of Fed acknowledgment of the difference between the names by virtue of the inclusion of this artifice on every check cannot be exaggerated. In fact, this discovery alone is conclusive proof of their deceit in every controversy involving the TRADE NAME. Remember, the Fed literally owns the government, and therefore everything in America. This is confirmed in Senate Document 43, 73<sup>rd</sup> Congress, 1<sup>st</sup> Session (see entry by the same name in *Glossary*).

The message: you do not have to continue to volunteer to be responsible for the TRADE NAME'S obligations, financial and otherwise. You can begin affixing your signature in the proper fashion now that you know the truth. You can always prove that you are nothing more than the authorized rep merely by pointing out the statement made on the signature line of your checking account.

This phenomenon has unlimited application in your life. It is so profound that if someone were to be arrested and subsequently asked to sign a bond, he could do so as set forth above and incur zero liability for ever having anything to do with either the bond or the criminal charge associated therewith. The distinction between the parties is undeniable.

In closing, the check-signature-line subterfuge can be used to prove the legal correctness of what we are doing with anyone, including a stubborn secretary of state who refuses to file a financing statement based on the hackneyed ruse that you are contracting with yourself. If there were no difference between TRADE NAME and true name, the Fed would not have taken such extreme measures to conceal the fact that the signer of a personal check is only the agent. This revelation should bring about a sharp improvement in the lives of (former) slaves whenever a signature is required (see success story #9 in "Real World Successes" for an actual example of the application of this knowledge).



## Helpful Notes for Pressure Situations

### Strategic Thought

The best solution for courtroom situations is to try to conduct your life so none of its officers ever feel a need, nor ever have a reason, to speak with you about anything. Doing business with these characters on *their* terms is not much different than falling into quicksand. The entire system—top to bottom, inside and out—has been constructed over the millennia with a mind for treachery and deceit, and is corrupt literally beyond your present comprehension. It is a self-aggrandizing, enslavement system designed for the express purpose of punishing all outsiders for the crime of being an outsider. You need to take every possible precaution to avoid slipping into its clutches. You are the declared enemy in war of those who own and dictate over the system; as long as you know this, you have a decent chance of survival. You will suffer in direct proportion to the degree you believe this not to be true. Once you have fallen prey, there is precious little you can do to escape its wrath. Fact: there are more Americans in jail, on probation, and on trial per capita than in any other country in the world, including communist China, where 15 – 20 people are executed every day. What you “see” in America is *not* what you get. America has been converted into a movie set with false fronts and phony actors pretending to be your friend. Trust Big Brother with any information about yourself and it will be used against you—no matter the pledge used to extract it—without exception.

So, the basic message here is: don't do anything illegal, reduce all unnecessary traffic with Big Brother, and do not do anything to excite its curiosity or animosity, both behaviorally and financially. *Do the right thing at all times.*

### Tactical Thought

For those who have had the misfortune to be dragged into Big Brother's meat grinder, the following ideas are offered:

You are not your name. Names are property and your name is your property, no matter what form it appears in. Your TRADE NAME<sup>®</sup> is common-law copyright; your True Name<sup>®</sup> is autograph-common-law copyright. Any name used by anyone in the system to identify/reference you is your property and cannot be lawfully taken without incurring the obligation of compensating you.

Your name is not copyrighted statutorily because you are a flesh-and-blood man—*not a corporation*—and deal exclusively in the common law. Since the law cannot compel impossibilities, you only have one option, common law, which you have accessed by copyrighting your property.

The entire issue revolves around someone using your property without compensating you. As in all other commercial transactions in life, if someone wants to use your property, he has to pay. Publishing your Copyright Notice and obtaining an affidavit of publishing from the newspaper, and then recording an original copy of the affidavit (after having made a few certified copies via “Copy Certification by Document Custodian”) cements your standing in law (common law) and your supreme claim re your property.

They are holding the wrong guy. Per your Hold-harmless and Indemnity Agreement you have a statement from the TRADE NAME<sup>®</sup> indemnifying True Name<sup>®</sup> and holding that party harmless for whatever trouble comes his way. TRADE NAME<sup>®</sup> acknowledged that you are neither a surety, nor an accommodation party, for the TRADE NAME<sup>®</sup>, which has indemnified you for any of its misadventures. They kidnapped you and are holding you for ransom because of his *alleged* troubles. You are neither the guy that's in trouble, nor are you responsible in any way for the guy that is allegedly in trouble.

The judge ("Mr. [LAST NAME]," or "Sir") has taken your property and is using it without your authorization and without compensating you. Following notification of the terms of the use of your property, the judge consents and agrees with granting you a security interest in all his assets, land, and property for the purpose of securing payment from him for the obligation incurred. In the event he elects to execute the contract, you already have a signed security agreement from him: his all-caps TRADE-NAME signature appears on the signature line of the security agreement in typewritten form—valid signature per UCC §§ 1-201(39) and 3-401.

Note: The same type of mechanism that IRS uses to sign on your behalf is used to obtain the typewritten signature of the agent principal using your TRADE NAME for financial gain without compensating you: 26 USC 6020. Notice of Deficiency; Refund for Fraud. Ordering a meal in a restaurant incurs a common-law obligation to compensate the provider of the food and executes the contract without signature. Voluntary use of the TRADE NAME after having been noticed of fees for its use likewise executes the contract and incurs the obligation of payment without signature. The unauthorized user's signature on the security agreement authorizes the filing of a UCC Financing Statement—a claim against everything the unauthorized user owns—and *cannot be invalidated* (obligation of contracts is inviolate). The contract is purely private and purely consensual. Many, even at higher levels of government, have tried to remove/disqualify/invalidate/negate such filings, all unsuccessfully so.

The only reason you are on their turf is for the purpose of doing business—even though it is all a case of mistaken identity and they have the wrong guy in custody. Since they do not have your authorization for using your property you must enforce the terms of the consensual contract regarding payment.

Before using the techniques outlined below, you should be very familiar with the concepts as set forth in the two sets of sample dialogue between *Judge* and *Sovereign*, and *Motorist* and *Policeman*, respectively, as set forth in Section 1, "Maintaining Fiscal Integrity."

**When your TRADE NAME is called (\$500,000.00 for each use, both verbal and written), speak up and convey any of these thoughts as well as you can at any particular time that seems appropriate:**

- "The name you just called is common-law-copyrighted property and I am the holder of the copyright, the Secured Party in all transactions concerning unauthorized use thereof. You may address me as "Secured Party" [respond to no other name]. The party you call the 'defendant,' the party you call a 'person,' is a registered copyright, *i.e.* my copyrighted property. You do not now have, nor have you ever had, my permission to use my private property. You have been

properly noticed of the fee for each unauthorized use of my property, so I can interpret your actions in no other way than you want to do business. Repeated use after notification of fees removes it from the realm of 'error.'"

- "You do not have my authorization to use my property at any time without compensating me. If you want to withdraw from the consensual contract at this point in time, and cease using my property in any manner, and guarantee that none of your associates will likewise ever use my property again for any reason, I would be amenable to forgiving all unauthorized use fees incurred heretofore. However, any instance of additional use of my property at any time by either you or any of your associates confirms and executes the consensual contract and security agreement now in your possession concerning our business arrangement. The terms of our consensual contract reflect everything I am saying here."
- "The only reason I am here is to do business—because you are holding the wrong party, and holding him against his will. If you want to do business, then let's do business—otherwise let's call off the whole thing right now and go home."
- "Since you insist on using my property, you have two options: (1) you can show me the law that allows you to take my private property without compensating me; or (2) you can pay me. If you cannot produce the law that supports your actions, let's do business! The first thing I want to know is 'How are you going to pay me? Do you understand the charges as set forth in our agreement?' You can read our consensual contract if you are not familiar with the terms of the strict foreclosure, which will be enforced. As soon as you execute the agreement and the security interest attaches, any transfer of title of anything you own is a fraudulent conveyance and any such transaction will be reversed."

If the judge uses the property one more time after proper notice has been given:

- "Since you are going forward with the use of my private property without my authorization we are now under contract and I demand to be paid, with or without your cooperation. Your only option is to show me the law that allows you to take my private property and use it without compensating me in accordance with our agreement. If you are having second thoughts about our agreement you can still do something about it while I am here, but once I walk through that door, the deal is sealed. What do you want to do?"

If the judge ever asserts that there is no contract:

- "Let the record show that the judge has asserted that there is no contract between him and me. If this statement is true then there is no reason for me being held here against my will, and I request the order of the court be released to me immediately. What's it going to be? Do we have an agreement or not? Do you understand?"

The judge will try everything in his power to get you into contract with him on his terms (statutory). Literally, the only reason you are consenting to be there is to do business.

If he uses any derivative (alteration of name) of your property, he enters the contract and you must demand payment as just compensation for its use.

You can also bring up the following at any time:

- "You have counterfeited my property<sup>1</sup> and I am entitled to treble damages for whatever harm you have caused (15 USC 1117(b))."
- "You are holding the wrong guy. It appears that you have kidnapped me and are now holding me for ransom based solely on his alleged misconduct. Is this true? Am I in debtors' prison? Are you going to put me in debtors' prison? You have trespassed on my private property and now have a fiduciary responsibility to investigate what I have told you concerning ownership of the property that you have trespassed against before you proceed any further."

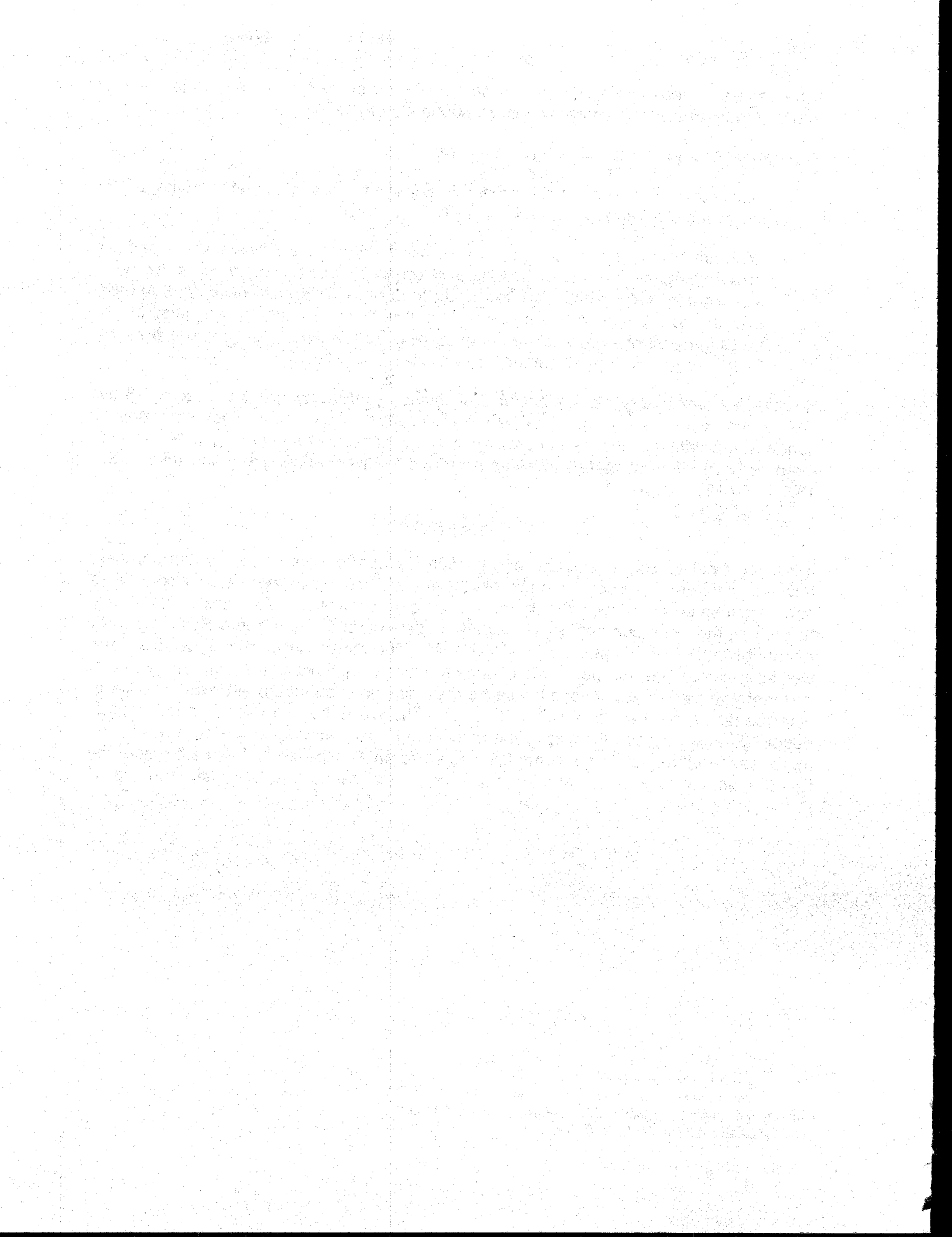
Note: Acceptance and registration of the private contract by the Secretary of State proves that you are not the TRADE NAME because it is unlawful for someone to contract with himself and the Secretary of State does not accept bogus filings—*i.e.* there are two different parties involved here and the name they are going after is the TRADE NAME, not you.

#### In Closing

It can be fatal to corner a judge and embarrass him in front of his contemporaries, however right you may be. With this philosophy in mind, try to temper your comments and demands so as to open the door to possible reconciliation. You most certainly are holding all the Aces concerning all property registered in the name and Social Security Account Number of that judge's TRADE NAME. The more confident, self-assured, and well spoken you are, the better the chance the judge will have of realizing that you can do what you say. If you invoke his ire he may victimize you just to get even, no matter what penalties he may face down the road. The judge has so many crimes against people (hence the need for official immunity) that he can lash out automatically, with no more reason in the act than a compulsion to strike back. Realize that you are on enemy turf, respect your enemy for who he is and the power that he has, and make the best of it.

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<sup>1</sup> **Enhanced damages for use of counterfeit marks.** 15 U.S.C. §1117(b). A counterfeit mark is one which is substantially indistinguishable from a registered mark. "[U]nless the court finds extenuating circumstances," the court shall award the plaintiff treble damages.



# **Part III**

## **Section 11**

# ***Appendix***

# UNDER EXECUTIVE ORDER OF THE PRESIDENT

Issued April 5, 1933

all persons are required to deliver

## ON OR BEFORE MAY 1, 1933

### all GOLD COIN, GOLD BULLION, AND GOLD CERTIFICATES now owned by them to a Federal Reserve Bank, branch or agency, or to any member bank of the Federal Reserve System.

### Executive Order

#### FORBIDDING THE HOARDING OF GOLD COIN, GOLD BULLION, AND GOLD CERTIFICATES

By virtue of the authority vested in me by Section 5(b) of the Act of October 6, 1917 as amended by Section 2 of the Act of March 9, 1933, entitled "An Act to Provide Relief in the Existing Emergency in Banking, and for other purposes" in which Amendatory Act Congress declared that a serious emergency crisis, I, Franklin D. Roosevelt, President of the United States of America, do declare that said national emergency still continues to exist, and pursuant to said Section do hereby prohibit the hoarding of gold coin, gold bullion, and gold certificates within the continental United States by individuals, partnerships, associations and corporations, and hereby prescribe the following regulations for carrying out the purposes of this Order.

Section 1. For the purposes of this regulation the term "hoarding" means the withdrawal and withholding of gold coin, gold bullion or gold certificates from the recognized and customary channels of trade. The term "person" means any individual, partnership, association or corporation.

Section 2. All persons are hereby required to deliver on or before May 1, 1933, to a Federal Reserve Bank or branch or agency thereof or to any member bank of the Federal Reserve System all gold coins, gold bullion, and gold certificates now owned by them or coming into their ownership on or before April 23, 1933, except the following:

(a) Such amount of gold as may be required for legitimate and customary use in industry, professions, or art within a reasonable time, excluding gold prior to refining and stocks of gold in reasonable amounts for the usual true requirements of owners mining and refining such gold.

(b) Gold coins and gold certificates in an amount not exceeding in the aggregate \$100 belonging to any one person; and gold coins having a recognized special value to collectors or rare and unusual coins.

(c) Gold coin and bullion earmarked or held in trust for a recognized foreign government (or foreign central bank or the Bank for International Settlements).

(d) Gold coin and bullion licensed for other proper transactions (not involving hoarding) including gold coin and bullion imported for re-export or held pending action on application for export licenses.

Section 3. Until otherwise ordered by any other person becoming the owner of any gold coin, gold bullion or gold certificates after April 23, 1933, shall within three days after receipt thereof, deliver the same in the manner prescribed in Section 2: unless such gold coin, gold bullion or gold certificates are held for any of the purposes specified in paragraphs (a), (b), or (c) of Section 2: or unless such gold coin, or gold bullion is held for purposes specified in paragraph (d) of Section 2 and the person holding it is, with respect to such gold coin or bullion, a licensee or applicant for license pending action thereon.

Section 4. Upon receipt of gold coin, gold bullion or gold certificates delivered to it in accordance with Sections 2 or 3, the Federal reserve bank or member bank will pay therefor an equivalent amount of any form of coin or currency coined or issued under the laws of the United States.

Section 5. Member banks shall deliver all gold coin, gold bullion and gold certificates owned or received by them (other than as exempted under the provision of Section 2) to the Federal reserve banks of their respective districts and receive credit or payment therefor.

Section 6. The Secretary of the Treasury, out of the sum made available to the President by Section 301 of the Act of March 9, 1933, will in all proper cases pay the reasonable costs of transportation of gold coin, gold bullion or gold certificates delivered to a member bank or Federal reserve bank in accordance with Sections 2, 3, or 5 hereof, including the cost of insurance, protection, and such other incidental costs as may be necessary, upon production of satisfactory evidence of such costs. Voucher forms for this purpose may be procured from Federal reserve banks.

Section 7. In cases where the delivery of gold coin, gold bullion or gold certificates by the owners thereof within the time set for the above will involve extraordinary hardship or difficulty, the Secretary of the Treasury may, in his discretion, extend the time within which such delivery must be made. Applications for such extensions must be made in writing under oath, addressed to the Secretary of the Treasury and filed with a Federal reserve bank. Each application must state the date to which the extension is desired, the amount and location of the gold coin, gold bullion and gold certificates in respect of which such application is made and the facts showing extension to be necessary to avoid extraordinary hardship or difficulty.

Section 8. The Secretary of the Treasury is hereby authorized and empowered to issue such further regulations as he may deem necessary to carry out the purpose of this order and to issue licenses thereunder, through each offices or agencies as he may designate, including licenses permitting the Federal reserve banks and member banks of the Federal Reserve System, in return for an equivalent amount of other coin, currency or credit, to deliver, earmark or hold in trust gold coin and bullion to or for persons showing the need for the same for any of the purposes specified in Paragraphs (a), (c) and (d) of Section 2 of these regulations.

Section 9. Whoever wilfully violates any provision of this Executive Order or of these regulations or of any rule, regulation or license issued thereunder may be fined not more than \$10,000, or if a natural person, may be imprisoned for not more than ten years, or both and any officer, director or agency of any corporation who knowingly participates in any such violation may be punished by a like fine, imprisonment, or both.

This order and these regulations may be modified or revoked at any time.  
FRANKLIN D. ROOSEVELT

THE WHITE HOUSE  
April 5, 1933

Further Information Consult Your Local Bank

GOLD CERTIFICATES may be identified by the words "GOLD CERTIFICATE" appearing thereon. The serial number and the Treasury seal on the face of a GOLD CERTIFICATE are printed in YELLOW. Be careful not to confuse GOLD CERTIFICATES with other issues which are redeemable in gold but which are not GOLD CERTIFICATES. Federal Reserve Notes and United States Notes are "redeemable in gold" but are not "GOLD CERTIFICATES" and are not required to be surrendered.

Special attention is directed to the exceptions allowed under  
Section 2 of the Executive Order

CRIMINAL PENALTIES FOR VIOLATION OF EXECUTIVE ORDER



TITLE 27--ALCOHOL, TOBACCO PRODUCTS AND FIREARMS

CHAPTER I BUREAU OF ALCOHOL, TOBACCO AND FIREARMS, DEPARTMENT OF THE TREASURY  
PART 72 DISPOSITION OF SEIZED PERSONAL PROPERTY Table of Contents

Subpart B—Definitions

Section 72.11 Meaning of terms.

As used in this part, unless the context otherwise requires, terms shall have the meanings ascribed in this section. Words in the plural form shall include the singular, and vice versa, and words importing the masculine gender shall include the feminine. The terms "includes" and "including" do not exclude things not enumerated which are in the same general class.

*ATF Officer.* An officer or employee of the Bureau of Alcohol, Tobacco, and Firearms.

(ATF) duly authorized to perform any function relating to the administration or enforcement of this part.

*Appraised value.* The value placed upon seized property or carriers by the appraiser or appraisers designated for the purpose of determining whether the property or carriers may be forfeited administratively.

*Carrier.* A vessel, vehicle, or aircraft seized under 49 U.S.C. Chapter 11 for having been used to transport, carry, or conceal a contraband firearm or contraband cigarettes. Vessels, vehicles, or aircraft seized under other provisions of applicable laws shall be considered personal property.

*Commercial crimes.* Any of the following types of crimes (Federal or State): Offenses against the revenue laws; burglary; counterfeiting; forgery; kidnapping; larceny; robbery; illegal sale or possession of deadly weapons; prostitution (including soliciting, procuring, pandering, white slaving, keeping house of ill fame, and like offenses); extortion; swindling and confidence games; and attempting to commit, conspiring to commit, or compounding any of the foregoing crimes. Addiction to narcotic drugs and use of marihuana will be treated as if such were commercial crime.

*Contraband cigarettes.* Any quantity of cigarettes in excess of 60,000, if:

- (a) The cigarettes bear no evidence of the payment of applicable State cigarette taxes in the State where the cigarettes are found;
- (b) The State in which the cigarettes are found requires a stamp, impression, or other indication to be placed on packages or other containers of cigarettes to evidence payment of cigarette taxes; and
- (c) The cigarettes are in the possession of any person other than any person who is:

(1) Holding a permit issued under 26 U.S.C. Chapter 52 as a manufacturer of tobacco products or as an export warehouse proprietor;

(2) Operating a customs bonded warehouse under 19 U.S.C. 1311 or 1555;

(3) An agent of a tobacco products manufacturer, an export warehouse proprietor, or an operator of a customs bonded warehouse;

(4) A common or contract carrier transporting the cigarettes involved under a proper bill of lading or freight bill which states the quantity, source, and destination of the cigarettes;

(5) Licensed or otherwise authorized by the State where the cigarettes are found to account for and pay cigarette taxes imposed by that State; and who has complied with the accounting and payment requirements relating to the license or authorization with respect to the cigarettes involved; or

(6) An agent of the United States, of an individual State, or of a political subdivision of a State and having possession of cigarettes in connection with the performance of official duties.

(7) Operating within a foreign-trade zone, established under 19 U.S.C. 81b, when the cigarettes involved have been entered into the foreign-trade zone under zone-restricted status or when foreign cigarettes have been admitted into the foreign-trade zone but have not been entered into the United States.

*Contraband firearm.* A firearm with respect to which there has been committed a violation of the National Firearms Act (26 U.S.C., Chapter 53) or any regulation issued thereunder.

*Director.* The Director, Bureau of Alcohol, Tobacco, and Firearms, the Department of the Treasury, Washington, DC.

*Equity.* As used in administrative action on petitions for remission or mitigation of forfeitures, shall mean that interest which a petitioner has in the personal property or carrier petitioned for at the time of final administrative action on the petition, but such interest shall not be considered to include any unearned finance charges from the date of seizure or the date of default, if later; any amount rebatable on account of paid insurance premiums; attorney's fees for collection; any amount identified as dealer's reserve; or any amount in the nature of liquidated damages that may have been agreed upon by the buyer and the petitioner.

*Person.* An individual, trust, estate, partnership, association, company or a corporation.

*Re-appraisal.* An up-to-date statutory appraisal to determine the present value of the property or carrier involved in a petition for remission or mitigation of forfeiture made in the same manner as the original appraisal, and performed at the written request of the petitioner whose petition in regard to the property or carrier has been allowed and who, for reasonable cause, is not satisfied that the original appraisal represents the present value of the property or carrier.

*Region.* A Bureau of Alcohol, Tobacco, and Firearms Region.  
*U.S.C.* The United States Code.

[T.D. ATF-48, 43 FR 13535, Mar. 31, 1978; 44 FR 55841, Sept. 28, 1979, as amended by T.D. ATF-65, 45 FR 8593, Feb. 8, 1980; T.D. ATF-183, 49 FR 37061, Sept. 21, 1984]

# *Re Prisoners, Prisons, and Courts*

## § 7102. Definitions and Index of Definitions

(1) In this division, unless the context otherwise requires:

- (a) "Bailee" [*US Marshal*] means the person who by a warehouse receipt, bill of lading or other document of title acknowledges possession of goods and contracts to deliver them.
- (b) "Consignee" [*Judge*] means the person named in a bill to whom or to whose order the bill promises delivery.
- (c) "Consignor" [*Prosecutor*] means the person named in a bill as the person from whom the goods have been received for shipment.
- (e) "Document" [*Mittimus<sup>1</sup> Paper*] means document of title as defined in the general definitions in Division 1 (Section 1201).
- (f) "Goods" [*Prisoner*] means all things which are treated as movable for the purposes of a contract of storage or transportation.
- (g) "Issuer" [*Clerk of Court*] means a bailee who issues a document. Issuer includes any person for whom an agent or employee purports to act in issuing a document, if the agent or employee has real or apparent authority to issue documents, notwithstanding that the issuer received no goods or that the goods were misdescribed or that in any other respect the agent or employee violated his instructions.
- (h) "Warehouseman" [*Warden*] is a person engaged in the business of storing goods for hire.

(2) Other definitions applying to this division or to specified chapters thereof, and the sections in which they appear are:

"Duly negotiate." Section 7501.

"Person entitled under the document." Section 7403(4).

(3) Definitions in other divisions applying to this division and the sections in which they appear are:

"Contract for sale." Section 2106.

"Overseas." Section 2323.

"Receipt" of goods. Section 2103.

(4) In addition Division 1 contains general definitions and principles of construction and interpretation applicable throughout this division. (*Stats. 1963, c. 819, § 7102.*)


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<sup>1</sup> Mittimus: [Law Latin "we send"] A court order or warrant directing a jailer to detain a person until ordered otherwise. Black's 7<sup>th</sup>. In criminal practice. The name of a precept in writing, issuing from a court or magistrate, directed to the sheriff or other officer, commanding him to convey to the prison the person named therein, and to the jailer, commanding him to receive and safely keep such person until he shall be delivered by due course of law. Black's 1<sup>st</sup>.



2. The United States is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 2 and, on that basis, denies the allegations.

3. The United States is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 3 and, on that basis, denies the allegations.



4. Denies that the Internal Revenue Service is an agency of the United States Government but admits that the United States of America would be a proper party to this action. Admits that the IRS has served a Notice of Levy on plaintiff for funds owed to defendant Steve Morgan.

5. Admits that the IRS has made a demand on plaintiff for payment of funds owed to Steve Morgan. The United States is without information or knowledge sufficient to form a belief as to the truth of the remaining allegations, and, on that basis, denies the remaining allegations.

6. Admits that Exhibits A and B are attached and are respectively, a copy of a letter from Lonnie Crockett and a copy of a Notice of Levy served by the IRS.

7. The United States is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 7 and, on that basis, denies the allegations.

8. Admits that copies of two checks in the amounts of \$504.00 and \$345.60 are attached to the complaint as Exhibit C.

9. The United States is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 9 and, on that basis, denies the allegations.

10. Paragraph 10 contains allegations of law to which no response is required.

11. Paragraph 11 contains allegations of law to which no response is required.

#### FIRST DEFENSE

Plaintiff is not entitled to an award of attorney fees or costs that would diminish the recovery of the United States.

#### SECOND DEFENSE

The Internal Revenue Service is not a proper defendant and the United States should be substituted in its place.

#### THIRD DEFENSE

The United States has not waived its sovereign immunity to suit.

#### FOURTH DEFENSE

Plaintiff's complaint should be dismissed for insufficient service of process on the United States.

#### FIFTH DEFENSE

Plaintiff's complaint fails to state a jurisdictional basis for suit.

CLAIM OF THE UNITED STATES

1. This claim is made pursuant to 26 U.S.C. Sections 7401 and 7403, at the direction of the Attorney General of the United States, with the authorization and at the request of the Chief Counsel of the Internal Revenue Service, a delegate of the Secretary of the Treasury of the United States.

2. On May 29, 1989, a delegate of the Secretary of the Treasury made an assessment of unpaid personal income taxes against Steven and Koreen Morgan in the amount of \$516.50, including penalties and interest, for the taxable period ending December 31, 1988.

3. Notice of and demand for payment of the taxes described in paragraph 1 above was given to and made on Steven and Koreen Morgan in accordance with 26 U.S.C. § 6303.

4. Notice of Federal Tax Lien with respect to the assessment described in paragraph 1 above was filed with the Madison County Recorder, Rexburg, Idaho on August 30, 1993.

5. On May 31, 1993, a delegate of the Secretary of the Treasury made an assessment of unpaid personal income taxes against Steven Morgan in the amount of \$2,565.21, including penalties and interest, for the taxable period ending December 31, 1989.

6. Notice of and demand for payment of the taxes described in paragraph 4 above was given to and made on Steven Morgan in accordance with 26 U.S.C. § 6303.

7. Notice of Federal Tax Lien with respect to the assessment described in paragraph 4 above was filed with the Madison County Recorder, Rexburg, Idaho on August 30, 1993.

8. On May 31, 1993, a delegate of the Secretary of the Treasury made an assessment of unpaid personal income taxes against Steven Morgan in the amount of \$2,393.28, including penalties and interest, for the taxable period ending December 31, 1990.

9. Notice of and demand for payment of the taxes described in paragraph 7 above was given to and made on Steven Morgan in accordance with 26 U.S.C. § 6303.

10. Notice of Federal Tax Lien with respect to the assessment described in paragraph 7 above was filed with the Madison County Recorder, Rexburg, Idaho on August 30, 1993.

11. Despite notice and demand, Steve Morgan has failed to pay the taxes assessed and there remains due and owing to the United States the sum of \$5,474.99, plus accrued interest, penalties, and other statutory additions.

12. On or about August 3, 1993, the Internal Revenue Service served a Notice of Levy on Steve Morgan's employer, Diversified Metal Products, Inc., requesting payment of all monies owed to Steve Morgan by Diversified Metal Products.

13. The interpleaded fund contains money that is owed to Steve Morgan by Diversified Metal Products, Inc. to which the federal tax lien attaches.



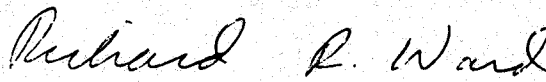
14. The United States claims priority to the interpleaded fund in such amount remaining after satisfaction of the claims of competing claimants to the fund who are entitled to priority over the United States.

WHEREFORE, the United States of America prays the Court:

1. Adjudge and decree that the defendant the United States of America has valid and subsisting liens in the amount of \$5,474.99, plus accrued interest, penalties, and other statutory additions.
2. Determine the rights, titles, and interest of the parties to the fund; and
3. Grant the United States its costs and such other further relief that is just and proper.

Respectfully submitted this 18<sup>th</sup> day of November, 1993.

BETTY H. RICHARDSON  
United States Attorney



RICHARD R. WARD  
Trial Attorney, Tax Division  
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Telephone: (202) 307-5867

STANDARD FORM 51  
REVISED DECEMBER 1966  
U.S. CIVIL SERVICE COMMISSION  
F.P.M. CHAPTER 295  
61-106

### APPOINTMENT AFFIDAVITS

~~IMPORTANT. Before swearing or affirming to these appointment affidavits, you should read and understand the attached information for appointees.~~

Attorney July 12, 1971  
(Position to which appointed) (Date of appointment)  
Treasury, Internal Revenue Service, Office of Regional Counsel, Philadelphia, P  
(Department or agency) (Bureau or division) (Place of employment)

I, Russell Stewart, do solemnly swear (or affirm)

**A. OATH OF OFFICE**

I will support and defend the Constitution of the United States against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; that I take this obligation freely, without mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties of the office on which I am about to enter. **SO HELP ME GOD.**

~~**B. AFFIDAVIT AS TO SUBVERSIVE ACTIVITY AND AFFILIATION**~~

~~I am not a Communist or Fascist. I do not advocate nor am I knowingly a member of any organization that advocates the overthrow of the constitutional form of the Government of the United States or which seeks by force or violence to deny other persons their rights under the Constitution of the United States. I do further swear (or affirm) that I will not so advocate, nor will I knowingly become a member of such organization during the period that I am an employee of the Federal Government or any agency thereof.~~

**C. AFFIDAVIT AS TO STRIKING AGAINST THE FEDERAL GOVERNMENT**

I am not participating in any strike against the Government of the United States or any agency thereof, and I will not so participate while an employee of the Government of the United States or any agency thereof. ~~I do not and will not assert the right to strike against the Government of the United States or any agency thereof while an employee of the Government of the United States or any agency thereof.~~ I do further swear (or affirm) that I am not knowingly a member of an organization of employees that asserts the right to strike against the Government of the United States or any agency thereof, and I will not, while an employee of the Government of the United States or any agency thereof, become a member of such an organization.

**D. AFFIDAVIT AS TO PURCHASE AND SALE OF OFFICE**

I have not, nor has anyone acting in my behalf, given, transferred, promised or paid any consideration for or in expectation or hope of receiving assistance in securing this appointment.

Russell Stewart  
(Signature of appointee)

Subscribed and sworn (or affirmed) before me this 12th day of July, 1971 A.D.

at Philadelphia Penna.  
(City) (State)

[SEAL]

Dmitry S. Connel  
(Signature of officer)  
Personal Clerk  
(Title)

Commission expires \_\_\_\_\_  
If by a Notary Public, the date of expiration of the Commission should be shown

**NOTE.**—The oath of office must be administered by a person specified in 5 U.S.C. 8905. The words "SO HELP ME" and the word "swear" wherever it appears above should be stricken out when the appointee elects rather than swear to the affidavits; only these words may be stricken and only when the appointee elects to a affidavit.

# *The Demise of the American Constitutional Republic*

Between 1916 and 1933 both Federal Reserve Notes (FRNs) and United States Notes were redeemable in gold. Gold and silver is the money of sovereigns, for reasons such as:

1. Gold and silver are substance, not pieces of paper with ink/printing on them, and constitute "portable allodial land titles" signifying absolute ownership and rights to property.
2. When a debt is paid with gold or silver coin, it is completed and finalized absolutely. No vestige of the debt remains. The creditor-debtor relationship is dissolved.

In order to establish people as permanent debtors, and thereby in perpetual legal incapacity and indentured servitude, it is essential to bar access to sovereignty, genuine law, title to substance, and freedom from indebtedness. This cannot occur if the money used for financial transactions in society is substantive, sound, not created by debt, and free of any compelled performance for using it. One can be ruled, exploited, and enslaved only if this free, sovereign situation (gold and silver) is replaced with legal obligation to use debt notes belonging to one's creditor(s). One is then rendered a permanent debtor, barred from access to his lawful estate as a free, sovereign being, and rendered obligated in perpetuity to the owner of the "currency" he uses in commercial transactions and the "valuable consideration" he tenders in contracts.

It is clear that if someone buys things with property (FRNs) that does not belong to him, and "pledges" FRNs as valuable consideration on contracts through which he benefits by receipt of goods, services, or specific performance, he has forfeited all right to claim true ownership and standing in law (real rights and substantive law). Such a person is contractually obligated to the owner of the currency that he uses to buy, sell, trade and carry on his commercial/financial life.

This situation was brought about in America through a series of organized steps that have occurred unceasingly since the founding of the country. In essence, every law, act, and action instituted by those who would conquer, subjugate, and rule nations and make the people thereof slaves to be permanently fleeced, plundered, and exploited has been to bring about this very objective. The goal is to establish a "New World Order" securing complete conquest of the world. A few of the crucial milestones on this "road to serfdom" are:

1. The Civil War was fomented under the slavery issue in order to bring the US under control of the Bankers. Since President Jackson vetoed the renewal of the Charter of the Rothschild's Second Bank of the United States in 1838, America had had no foreign-owned, paper-money "central bank." This was an intolerable situation to the bankers, resulting in the Civil War under the pretext of slavery. The real reason for the War was to conquer both North and South, with the victor

being Washington, DC. Once having conquered the free and independent nation states via the Civil War, one then had merely to capture Washington, DC to tie up everything into one neat package.

2. To centralize power whereby iron-clad rulership could be exercised by one man in a jurisdiction owned by the Financial Powers, all that was required was for the President, as Commander in Chief of the military, to be established in a legal position to rule everything via Executive Orders (fiat/dictatorship). If such is established in a jurisdiction of martial law rule wherein all law is suspended due to the "emergency," then all that is required is to own the office of President. A crucial aspect of this occurred on March 27, 1861 when seven Southern states walked out of Congress leaving the entire Legislative Branch of Government without a quorum. The Congress of the Constitution was dissolved for inability to disband or re-convene. Lincoln issued an Executive Order in April 1861, re-convening Congress at gunpoint in Executive, emergency, martial-law-rule jurisdiction. Since that time there has been no *de jure* Congress and everything has functioned under color of law through Executive Order under authority of the War Powers, *i.e.* emergency, *i.e.* law of necessity. The "law of necessity" means no law whatsoever, as per such maxims of law as:

"Necessity knows no law" (the law forbidding killing is voided when done in self-defense).

"In time of war laws are silent." Cicero.

3. To establish the underlying debt of the Government to the Bankers, to create corporate entities that are legally subject to the jurisdiction in which they exist, and to create the jurisdiction itself correctly, the so-called (fraudulent and unratified) Fourteenth Amendment was proclaimed as passed in 1868. This is a *cestui que trust*<sup>1</sup> incorporation in a military, private, international, commercial, *de facto* jurisdiction created by, and belonging to, the Money Power, existing within the emergency of the War Powers, the only operational jurisdiction since the dissolution of Congress in 1861. Through the 14<sup>th</sup> Amendment an artificial person-corporate entity-franchise entitled "citizen of the United States" was born into private, corporate limited liability. Section 4 of the 14<sup>th</sup> Amendment states: "The validity of the public debt of the United States [to the Bankers]...shall not be questioned."
4. Within the above-referenced private jurisdiction of the International Bankers, the private and foreign-owned "Congress" formed a corporation, commercial agency, and government for the "District of Columbia" on February 21, 1871, Chapter 62, 16 Stat. 419. This corporation was reorganized June 11, 1878, Chapter 180, 20 Stat. 102, and re-named "United States Government." This corporation privately trademarked the names: "United States," "U.S.," "US," "U.S.A.," "USA," and "America."

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<sup>1</sup> See *cestui que trust* in *Glossary*.

5. In 1912 when the bonds that were floating the US Government, owned by the Bankers, came due and the Bankers refused to re-finance the debt, the colorable, martial-law-rule Congress was compelled to pass the Federal Reserve Act of 1913. This Act surrendered (re-delegated exclusively delegated) constitutional authority to create, control, and manage the entire money supply of the United States to a handful of private, mostly-foreign, bankers. This placed exclusive creation and control of the money within the private, commercial, foreign, and military jurisdiction of 1861, in corporate limited liability.
6. Through paying interest to the Federal Reserve Corporation in gold, the US Treasury became progressively depleted of its gold. America's gold certificates, coin, and bullion were continually shipped off to the coffers of various European Banks and Power Elite. In 1933, when the Treasury was drained and the debt was larger than ever (a financial condition known as "insolvency"), Roosevelt proclaimed the bankruptcy of the United States. Every 14<sup>th</sup>-Amendment "citizen of the United States" was pledged as an asset to finance the Chapter 11 re-organization expenses and pay interest in perpetuity to the creditors (Federal Reserve Bankers) on the "national debt" ("which shall not be questioned").

With the Government's bankruptcy, "law" became "public policy," *i.e.* Federal Reserve Reinsurance policy. Now operating exclusively within the jurisdiction of corporate limited-liability insurance, the Federal Reserve switched its requirements 180° and foreclosed the possibility to pay interest in gold, requiring payments on the debt and reorganization to be made with FRNs. Ownership of gold by the bankrupted, conquered citizens, made into the enemy by the Amendatory Act of March 9, 1933, was made "illegal" and the Bankers set about confiscating as much of the private gold as possible that had not already been shipped to the European Federal Reserve Banks as interest payments on the FRNs printed into circulation. After 1933, FRNs became increasingly unbacked, until Nixon closed the silver window and removed the final vestige of backing in 1968.

By being duped into functioning as a "citizen of the United States," everyone was foreclosed from access to genuine law, substance, sovereignty, real law, and constitutional due process, confined to operating in law and commerce the Banker's private commercial, military, limited-liability jurisdiction. Americans' survival came to depend on acting as if they were "citizens of the United States" and inseparably united with and bound to their ALL-CAPITAL LETTERS NAME. This is the core of the con. It revolves around the meaning and significance of the words used in the processes involving them, especially the name. A few crucial facts concerning the name are:

1. In law, every word, letter, punctuation, and capitalization utilized in legal documents and proceedings has legal import and significance. Law means the rules revolving around the use of deadly force. The ultimate legal consequence of every word used in law is life and death. This fact imparts to law its unique importance. Law is not simply another academic pursuit, but a field bearing on one's very survival (hence this manual).

2. Your name is a "flag" per the Law of the Flag, proclaiming your rights, standing in law, applicable law, and jurisdiction. When set forth in upper- and lower-case letters, in accord with the established rules of English grammar, your name is called a "true name." In law, such a name signifies the real you, the living, flesh-and-blood, sentient being with free will, and unbounded spiritual dimension, absolute (unalienable) rights, full standing in law, and access to the substance and content of genuine law. When set forth in ALL-CAPITAL LETTERS, both law and English grammar mandate that such an assemblage of letters be considered something entirely different than your true name and all the content that your true name signifies. Such deception now comprises the foundational legal device used to control not only America, but the population of the entire world.

## A Memorandum of Law on the Name

Many people are involved in diligent research concerning the use of all capital letters for proper names, e.g., "JOHN PAUL JONES" as a substitute for John Paul Jones in all court documents, driver's licenses, bank accounts, birth certificates, etc.

Is the use of all-capital letters to designate a name some special English grammar rule or style? Is it a contemporary American style of English? Is the use of this form of capitalization recognized by educational authorities? Is this an official judicial or U.S. government rule and/or style of grammar? Why do attorneys, court clerks, prosecutors judges, banks, credit card companies, utility companies, etc. always use all-capital letters when writing a proper name?

### What English Grammar Experts Say

One of the foremost authorities on American English grammar, style, composition, and rules is The Chicago Manual of Style. The latest (14<sup>th</sup>) Edition, published by the University of Chicago Press, is internationally known and respected as a major contribution to maintaining and improving the standards of written or printed text. Since we can find no reference in their manual concerning the use of all-capitalized letters with a proper name or any other usage, we wrote to the editors and asked this question:

"Is it acceptable, or is there any rule of English grammar, to allow a proper name to be written in all capital letters? For example, if my name was John Paul Jones, can it be written as JOHN PAUL JONES? Is there any rule covering this?"

The Editorial Staff of the University of Chicago answered:

"Writing names in all caps is not conventional; it is not Chicago style to put anything in all caps. For instance, even if 'GONE WITH THE WIND' appears on the title page all in caps, we would properly render it 'Gone with the Wind' in a bibliography. The only reason we can think of to do so is if you are quoting some material where it is important to the narrative to preserve the casing of the letters.

"We're not sure in what context you would like your proper name to appear in all caps, but it is likely to be seen as a bit odd."

Law is *precise*. Every letter, capitalization, punctuation mark, etc., in a legal document is utilized for a specific reason and has legal (*i.e.* deadly force) consequences. If, for instance, one attempts to file articles of incorporation in the office of a Secretary of State, if the exact title of the corporation—down to every jot and tittle—is not exactly the same each and every time the corporation is referenced in the documents to be filed, the Secretary of State will refuse the filing. This is because each time the name of the corporation is referenced it must be set forth identically in order to express the same legal entity. The tiniest difference in the name of the corporation identifies an entirely different legal person.

It is therefore an eminently valid, and possibly crucial, question as to why governments, governmental courts, and agencies purporting to exist (in some undefined, unproved manner) within the jurisdiction of "this state"<sup>1</sup> always insist on capitalizing every letter in a proper name.

Mary Newton Bruder, Ph.D., also known as "The Grammar Lady," who established the Grammar Hotline in the late 1980's for the Coalition of Adult Literacy, was asked the following question:

<sup>1</sup> See "in this state" in *Glossary*.



"Why do federal and state government agencies and departments, judicial and administrative courts, insurance companies, *etc.*, spell a person's proper name in all capital letters? For example, if my name is John Paul Jones, is it proper at any time to write my name as JOHN PAUL JONES?"

Dr. Bruder's reply was short and to the point: "It must be some kind of internal style. There is no grammar rule about it."

It seemed that these particular grammatical experts had no idea why proper names were written in all caps, so we began to assemble an extensive collection of reference books authored by various publishers, governments, and legal authorities to find the answer.

### What English Grammar Reference Books Say

#### Manual on Usage & Style

One of the reference books we obtained was the Manual on Usage & Style, Eighth Edition, ISBN I-878674-51-X, published by the Texas Law Review in 1995. Section D, CAPITALIZATION, paragraph D: 1:1 states:

"Always capitalize proper nouns... [Proper nouns], independent of the context in which they are used, refer to specific persons, places, or things (*e.g.*, Dan, Austin, Rolls Royce)."

Paragraph D: 3:2 of Section D states:

"Capitalize People, State, and any other terms used to refer to the government as a litigant (*e.g.*, the People's case, the State's argument), but do not capitalize other words used to refer to litigants (*e.g.*, the plaintiff, defendant Manson)."

Either no attorney, judge, or law clerk in Texas has ever read the recognized law style manual that purports to pertain to them, or the act is a deliberate violation of the rules for undisclosed reasons. In either ignorance ("ignorance of the law is no excuse") or violation (one violating the law he enforces on others is acting *under title* of nobility and *abrogating the* principle of equality under the law) of law, they continue to write "Plaintiff", "Defendant", "THE STATE OF TEXAS" and proper names of parties in all-capital letters on every court document.

#### The Elements of Style

Another well-recognized reference book is The Elements of Style, Fourth Edition, ISBN 0-205-30902-X, written by William Strunk, Jr. and E.B. White, published by Allyn & Bacon in 1999. Within this renowned English grammar and style reference book, is found only one reference to capitalization, located within the Glossary at "proper noun," page 94, where it states:

"The name of a particular person (*Frank Sinatra*), place (*Boston*), or thing (*Moby Dick*). Proper nouns are capitalized."

There's an obvious and legally evident difference between capitalizing the first letter of a proper name as compared to capitalizing every letter used to portray the name.

### The American Heritage Book of English Usage

The American Heritage Book of English Usage, A Practical and Authoritative Guide to Contemporary English, published in 1996, at Chapter 9, E-Mail, Conventions and Quirks, Informality, states:

"To give a message special emphasis, an E-mailer may write entirely in capital letters, a device E-mailers refer to as *screaming*. Some of these visual conventions have emerged as a way of getting around the constraints on data transmission that now limit many networks."

Here is a reference source, within contemporary—modern—English, that states it is of an informal manner to write every word of, specifically, an electronic message, *a/k/a* e-mail, in capital letters. They say it is "*screaming*" to do so. By standard definition, we presume that is the same as shouting or yelling. Are all judges, as well as their court clerks and attorneys, shouting at us when they corrupt our proper names in this manner? (If so, what happened to the decorum of a court if everyone is yelling?) Is the insurance company screaming at us for paying the increased premium on our policy? This is doubtful as to any standard generalization, even though specific individual instances may indicate this to be true. It is safe to conclude, however, that it would also be informal to write a proper name in the same way.

Does this also imply that those in the legal profession are writing our Christian names *informally* on court documents? Are not attorneys and the courts supposed to be specific, formally writing all legal documents to the "letter of the law"? If the law is at once both precise and not precise, what is its significance, credibility, and force and effect?

### New Oxford Dictionary of English

Oxford University Press publishes the New Oxford Dictionary of English. Considered the foremost authority on the British English language, this dictionary is also designed to reflect the way language is used today through example sentences and phrases. We submit the following definitions from the 1998 edition:

"Proper noun (also proper name). Noun. A name used for an individual person, place, or organization, spelled with an initial capital letter, e.g. *Jane, London, and Oxfam*."

"Name. Noun 1 A word or set of words by which a person, animal, place, or thing is known, addressed, or referred to: *my name is Parsons, John Parsons. Kalkwasser is the German name for limewater.* Verb 3 Identify by name; give the correct name for: *the dead man has been named as John Mackintosh.* Phrases. 2 In the name of. Bearing or using the name of a specified person or organization: *a driving license in the name of William Sanders.*"

### Newbury House Dictionary of American English

From the Newbury House Dictionary of American English, published by Monroe Allen Publishers, Inc., 1999:

"name *n.* I [C] a word by which a person, place, or thing is known: *Her name is Diane Daniel.*"

We can find absolutely no example in any recognized reference book that specifies or allows the use of all capitalized names, proper or common. There is no doubt that a proper name, to be

grammatically correct, must be written with only the first letter capitalized, with the remainder of the word in a name spelled with lower case letters.

### U.S. Government Style Manual

Is the spelling and usage of a proper name defined officially by U.S. government? Yes. The United States Government Printing Office in their Style Manual, March 1984 edition (the most recent edition published as of March 2000), provides comprehensive grammar, style and usage for all government publications, including court and legal writing.

Chapter 3, Capitalization, at § 3.2, prescribes rules for proper names:

"Proper names are capitalized. [Examples given are] Rome, Brussels, John Macadam, Macadam family, Italy, Anglo-Saxon."

At Chapter 17, Courtwork, the rules of capitalization, as mentioned in Chapter 3, are further reiterated:

"17.1. Courtwork differs in style from other work only as set forth in this section; otherwise the style prescribed in the preceding sections will be followed."

After reading § 17 in entirety, we found no other references that would change the grammatical rules and styles specified in Chapter 3 pertaining to capitalization.

At § 17.9, this same official U.S. government manual states:

"In the titles of cases the first letter of all principal words are capitalized, but not such terms as *defendant* and *appellee*."

This wholly agrees with Texas Law Review's Manual on Usage & Style as referenced above.

Examples shown in § 17.12 are also consistent with the aforementioned § 17.9 specification: that is, all proper names are to be spelled with capital first letters; the balance of each spelled with lower case letters.

### Grammar, Punctuation, and Capitalization

The National Aeronautics and Space Administration (NASA) has published one of the most concise U.S. Government resources on capitalization. NASA publication SP-7084, Grammar, Punctuation, and Capitalization. A Handbook for Technical Writers and Editors, was compiled and written by the NASA Langley Research Center in Hampton, Virginia. At Chapter 4, Capitalization, they state in 4.1 Introduction:

"First we should define terms used when discussing capitalization:

- *All caps* means that every letter in an expression is capital, LIKE THIS.
- *Caps & lc* means that the principal words of an expression are capitalized, Like This.
- *Caps and small caps* refer to a particular font of type containing small capital letters instead of lowercase letters.

"Elements in a document such as headings, titles, and captions may be capitalized in either *sentence style* or *headline style*:

- Sentence style calls for capitalization of the first letter, and proper nouns of course.
- Headline style calls for capitalization of all principal words (also called caps & lc).

"Modern publishers tend toward a *down* style of capitalization, that is, toward use of fewer capitals, rather than an *up* style."

Here we see that in headlines, titles, captions, and in sentences, there is no authorized usage of all caps. At 4.4.1. Capitalization With Acronyms, we find the first authoritative use for all caps:

"Acronyms are always formed with capital letters. Acronyms are often coined for a particular program or study and therefore require definition. The letters of the acronym are not capitalized in the definition unless the acronym stands for a proper name:

*Wrong* The best electronic publishing systems combine What You See Is What You Get

"(WYSIWYG) features..."

*Correct* The best electronic publishing systems combine what you see is what you get

"(WYSIWYG) features..."

*But* Langley is involved with the National Aero-Space Plane (NASP) Program."

This cites, by example, that using all caps is allowable in an acronym. Acronyms are words formed from the initial letters of successive parts of a term. They never contain periods and are often not standard, so that definition is required.

Could this apply to lawful proper Christian names? If that were true, then JOHN SMITH would have to follow a definition of some sort, which it does not. For example, only if JOHN SMITH were defined as "John Orley Holistic Nutrition of the Smith Medical Institute To Holistics (JOHN SMITH)" would this apply.

The most significant section appears at 4.5, Administrative Names:

"Official designations of political divisions and of other organized bodies are capitalized:

- Names of political divisions;
- Canada, New York State;
- United States Northwest Territories;
- Virgin Islands, Ontario Province;
- Names of governmental units U.S. Government Executive Department, U.S. Congress, U.S. Army;
- U.S. Navy."

According to this official U.S. Government publication, the States are *never* to be spelled in all caps, such as "NEW YORK STATE." The proper English grammar—and legal—style is "New York State." This agrees, once again, with Texas Law Review's Manual on Usage & Style.

### **Legal Fiction Doctrine Allows the Courts to Presume/Assume Anything**

#### The Real Life Dictionary of the Law

The authors of The Real Life Dictionary of the Law, Gerald and Kathleen Hill, are accomplished scholars and writers. Gerald Hill is an experienced attorney, judge, and law instructor. Here is how the term *legal fiction* is described:

"Legal fiction. n. A presumption of fact assumed by a court for convenience, consistency or to achieve justice. There is an old adage: Fictions arise from the law, and not law from fictions."

#### Oran's Dictionary of the Law

From Oran's Dictionary of the Law, published by the West Group 1999, within the definition of "fiction" is found that of "legal fiction":

"A *legal fiction* is an assumption that something that is (or may be) false or nonexistent is true or real. Legal fictions are assumed or invented to help do justice. For example, bringing a lawsuit to throw a nonexistent 'John Doe' off your property used to be the only way to establish a clear right to the property when legal title was uncertain."

#### Merriam-Webster's Dictionary of Law

Merriam-Webster's Dictionary of Law, 1996 states:

"legal fiction: something assumed in law to be fact irrespective of the truth or accuracy of that assumption. Example: the *legal fiction* that a day has no fractions -- *Fields V. Fairbanks North Star Borough*, 818 P.2d 658(1991)."

This is the reason behind the use of *all caps* when writing a proper name. The U.S. and State Governments are deliberately using a legal fiction to "address" the lawful, real, flesh-and-blood man or woman. We say this is deliberate because their own official publications state that proper names are not to be written in *all caps*. They are deliberately not adhering to their own recognized authorities.

In the same respect, by identifying their own government entity in ALL CAPS, they are legally assuming/presuming it to be so. As stated by Dr. Mary Newton Bruder in the beginning of this report, the use of *all caps* for writing a proper name is an "internal style" for what is apparently a pre-determined usage and, at this point, unknown jurisdiction.

The main key to a legal fiction is *assumption* as noted in each definition above.

**Conclusion:** There are no official or unofficial English grammar style manuals or reference publications that recognize the use of all caps when writing a proper name. To do so is by juristic license of arbitrary presumption or assumption, irrespective of the facts pertaining.

## Arbitrary "Right" of Assumption is a Self-serving Fiction of the Law

An important issue concerning this entire matter is whether or not a proper name written in *all caps*, can be substituted for a lawful Christian name or any proper name, such as "STATE OF FLORIDA" for "State of Florida." Is the assertion of all-capital-letters names legal? If so, from where does this practice originate and what enforces it?

Legal fiction may be employed when the name of a "person" is not known by using the fictitious name "John Doe." This is understood by all and needs little explanation. If there is no way to identify someone, "John Doe" or "Jane Doe" is presumed or assumed to identify the unknown party until the proper name can be discovered.

In all cases, a legal fiction is an *assumption* of purported fact without having shown the fact to be true or valid. Legal fictions can be applied to many different situations; conversion of a true name to an all-caps version is one of them. It is an acceptance with no proof. Simply, to assume is to pretend. Oran's Dictionary of the Law says that the word "assume" means:

1. To take up or take responsibility for; to receive; to undertake. See assumption.
2. To pretend.
3. To accept without proof.

These same basic definitions are used by nearly all of the modern law dictionaries. It should be noted that there is a difference between the meanings of the second and third definitions with that of the first. *Pretending* and *accepting without proof* are of the same understanding and meaning. However, to take responsibility for and receive, i.e. "assumption," does not carry the same meaning. Oran's defines "assumption" as:

"Formally transforming someone else's debt into your own debt. Compare with guaranty. The assumption of a mortgage usually involves taking over the seller's 'mortgage debt' when buying a property (often a house)."

Now, what happens if all the meanings for the word *assume* are combined? In a literal and definitive sense, the meaning of "assume" would be: The pretended acceptance, without proof, that someone has taken responsibility for, has guaranteed, or has received a debt.

Therefore, if we apply all this in defining all-caps usage, such artifice is an assumption or pretension that the juristic person/legal entity named has received and is responsible for a debt of some sort.

Use of the name "JOHN P JONES" in place of the proper name "John Paul Jones" implies an assumed debt guarantee without any offer of proof. The danger behind this is that if such an unproven assumption is made, unless the assumption is proven wrong, it is considered valid.

Please go no further until you understand and comprehend exactly what the above paragraphs have stated. If necessary, re-read the above until you have a full understanding of what is involved in the meaning of a name spelled in all-capital letters.

An assumed debt is valid unless proven otherwise. ("An unrebutted affidavit, claim, or charge stands as the truth in commerce." *See Maxims of Commerce in Glossary*). This is in accord with the Uniform Commercial Code, valid in every State and made a part of the Statutes of each State. A name written in all caps—resembling a proper name but grammatically *not* a proper name—is being

held as a debtor for an assumed debt. Did you incur that debt? If so, how and when? Where is the contract of indebtedness you signed and the proof of default thereon?

What happens if the proper name, *i.e.* "John Paul Jones," answers for or assumes the fabricated name, *i.e.* "JOHN P JONES"? The two become one and the same. This is the crux for the use of the all caps names by the U.S. Government and the states. It is the way that they can bring someone into the de facto venue and jurisdiction that they have created. By implication of definition, this also is for the purpose of some manner of assumed debt.

Why won't they use "The State of Texas" or "John Doe" in their courts or on Driver's licenses? What stops them from doing this? Obviously, there is a reason for using all-caps names since they are very capable of writing proper names just as their own official style manual states. The reason behind *this practice* is found within the definitions as cited above. At this point, this should be very clear to every reader.

### **The Legalities of All-Capital-Letters Names**

We could go on for hundreds of pages citing the legal basis behind the creation and use of all-capital-letters names. In a nutshell, fabricated legal persons such as "STATE OF TEXAS" can be used to fabricate additional legal persons. Bastard legal persons originate from any judicial/government actor that wishes to create them, regardless of whether he/she/it is empowered by law to do so or not. However, a law can never originate from a fictional foundation that doesn't exist.

The generic and original U.S. Constitution was validated by treaty between individual nation states (all of which are artificial, corporate entities since they exist in abstract idea and construct). Contained within it is the required due process of law for all the participating nation states of that treaty. Representatives of the people in each nation state agreed upon and signed it. The federal government is not only created by it, but is also bound to operate within the guidelines of Constitutional due process. Any purported law that does *not* originate from Constitutional due process is a fictional law without validity. Thus, the true test of any American law is its basis of due process according to the generic U.S. Constitution. Was it created according to the lawful process or outside of lawful process?

### **Executive Orders and Directives**

For years we have researched the *lawful* basis for creating all caps juristic persons and have concluded that there is no such foundation according to valid laws and due process. But what about those purported "laws" that are *not* valid and have *not* originated from constitutional due process? There's a very simple answer to the creation of such purported laws that are really not laws at all: Executive Orders and Directives. They are "color of law" without being valid laws of due process. These Executive Orders and Directives have the *appearance* of law and look *as if* they are laws, but according to due process, they are *not* laws. Rather, they are "laws" based on fictional beginnings and are the inherently defective basis for additional fictional "laws." They are "regulated" and "promulgated" by Administrative Code, rules and procedures, *not* due process. Currently, Executive Orders are enforced through the charade known as the federal Administrative Procedures Act. Each state has also adopted the same fatally flawed administrative "laws."

### **Lincoln Establishes Executive Orders**

Eighty-five years after the Independence of the united States, seven southern nation States of America walked out of the *Second Session of the Thirty-sixth Congress* on March 27, 1861. In so doing, the Constitutional due process quorum necessary for Congress to vote was lost and Congress



was adjourned *sine die*, or "without day". This meant that there was no lawful quorum to set a specific day and time to reconvene which, according to Robert's Rules of Order, dissolved Congress. This dissolution automatically took place because there were no provisions within the Constitution allowing the passage of any Congressional vote without a quorum of the States.

Lincoln's second Executive Order of April 1861 called Congress back into session days later, but not under the lawful authority, or lawful due process, of the Constitution. Solely in his capacity as Commander-in-Chief of the U.S. Military, Lincoln called Congress into session under authority of Martial Law. Since April of 1861, "Congress" has not met based on lawful due process. The current "Congress" is a legal-fiction Congress based on nothing more holy than "So what? What are you going to do about it?"

Legal-fiction "laws," such as the Reconstruction Acts and the Lieber Code, were instituted by Lincoln soon thereafter and became the basis for the current "laws" in the US thereby. Every purported "Act" in effect today is based on colorable fictitious entities created arbitrarily and without verification, lawful foundation, or lawful due process—all originating from and existing in military, martial law jurisdiction. Military, martial law jurisdiction = jurisdiction of war = win/lose interactions consisting of eating or being eaten, living or dying = food chain = law of necessity = suspension of all law other than complete freedom to act in any manner to eat, kill, or destroy or avoid being eaten, killed, or destroyed = no law = lawlessness = complete absence of all lawful basis to create any valid law.

Contractually, being a victim of those acting on the alleged authority granted by the law of necessity = no lawful object, valuable consideration, free consent of all involved parties, absence of fraud, duress, malice, and undue influence = no bona fide, enforceable contract = no valid, enforceable nexus = absolute right to engage in any action of any kind in self-defense = complete and total right to disregard any alleged jurisdiction and demands from self-admitted outlaws committing naked criminal aggression without any credibility and right to demand allegiance and compliance from anyone.

Every President of the United States since Lincoln has functioned by Executive Orders issued from a military, martial law jurisdiction with the only "law" being the "law of necessity," *i.e.* the War Powers. The War Powers are nothing new. Indeed, they have been operational from the instant the first man thought he would "hide from God," try to cheat ethical and natural law by overreaching, invade the space and territory of others, covet other people's land or property, steal the fruits of their labors, and attempt to succeed in life by win/lose games. All existing "authority" in the United States today derives exclusively from the War Powers. Truman's re-affirmation of operational authority under the War Powers begins:

"NOW, THEREFORE, I, HARRY S. TRUMAN, President of the United States of America, acting under and by virtue of the authority vested in me by section 5(b) of the Trading with the Enemy Act of October 6, 1917, 40 Stat. 415, as amended (section 5(b) of Appendix to Title 50), and section 4 of the act of March 9, 1933, 48 Stat. 2...."

Sic transit rights, substance, truth, justice, peace, and freedom in America, "the land of the free and the home of the brave."

### **The Abolition of the English & American Common Law**

Here's an interesting quote from the 1973 session of the U.S. Supreme Court:

"The American law. In this country, the law in effect in all but a few States until mid-19th century was the pre-existing English common law... It was not until after the War Between the States that legislation began generally to replace the common law." Roe vs. Wade, 410 U.S. 113.

In effect, Lincoln's second Executive Order abolished the recognized English common law in America and replaced it with "laws" based on a fictional legal foundation, *i.e.*, Executive Orders and Directives executed under "authority" of the War Powers. Most States still have a reference to the common laws within their present day statutes. For example, in the Florida Statutes (1999), Title I, Chapter 2, at § 2.01 Common law and certain statutes declared in force, it states:

"The common and statute laws of England which are of a general and not a local nature, with the exception hereinafter mentioned, down to the 4th day of July, 1776, are declared to be of force in this state; provided, the said statutes and common law be not inconsistent with the Constitution and laws of the United States and the acts of the Legislature of this state. History. --s. 1, Nov. 6, 1829; RS 59; GS 59; RGS 71; CGL 87."

Note that the basis of the common law is an approved act of the people of Florida by resolution on November 6, 1829, prior to Lincoln's Civil War. Also note that the subsequent "laws", as a result of acts of the Florida Legislature and the United States, now take priority over the common law in Florida. In April 1861, the American and English common law was abolished and replaced with legal-fiction "law", a/k/a statutes, rules, and codes based on Executive Order and not the due process specified within the organic Constitution. Existing and functioning under the law of necessity *ab initio*, they are all non-law and cannot validly assert jurisdiction, authority, or demand for compliance from anyone. They are entirely "rules of rulership," *i.e.* organized piracy, privilege, plunder, and enslavement, invented and enforced by those who would rule over others by legalized violence in the complete absence of moral authority, adequate knowledge, and natural-law mechanics to accomplish any results other than disruption, conflict, damage, and devastation.

### Applying it all to Current "Laws"

Title III, Pleadings and Motions, Rule 9(a) Capacity, Federal Rules of Civil Procedure, states, in part:

"When an issue is raised as to the legal existence of a named party, or the party's capacity to be sued, or the authority of a party to be sued, the party desiring to raise the issue shall do so by specific negative averment, which shall include supporting particulars." (Bold emphasis added).

At this juncture, it is clear that the existence of a name written in all caps is a necessity-created entity. This is surely an issue to be raised and the supporting particulars are outlined within this article. Use of the proper name must be insisted upon as a matter of abatement - correction - for all parties of an action of purported "law." However, the current "courts" cannot correct this since they are all based on presumed/assumed (fictional) law and must use artificial, juristic names. Instead, they expect the lawful Christian man or woman to accept the all-caps name and agree by silence to be treated as if he or she were a fictional entity invented and governed by mortal enemies. They must go to unlimited lengths to deceive and coerce this compliance or the underlying criminal farce would be exposed and a world-wide plunder/enslavement racket that has held all of life on this planet in a vice grip for millennia would crumble and liberate every living thing. At this point they would be required to succeed in life by honest, productive labors the way those upon whom they parasitically feed are forced to conduct their lives.

## Oklahoma Statutes

Since the entire game functions on the basis of people's failure to properly rebut a rebuttable presumption, the issue then becomes how to properly rebut their presumption that you are knowingly, intentionally, and voluntarily agreeing to be treated as if you were the all-caps name. One angle of approach is found in the requirement for proper names to be identified in any legal dispute. This includes a mandate to correct the legal paperwork involved when proper names are provided. In regard to criminal prosecution this is clearly set forth in the Oklahoma Statutes, Chapter 22, § 403:

"When a defendant is indicted or prosecuted by a fictitious or erroneous name, and in any stage of the proceedings his true name is discovered, it must be inserted in the subsequent proceedings, referring to the fact of his being charged by the name mentioned in the indictment or information."

## American Jurisprudence

In general, it is essential to identify parties to court actions properly. If the alleged parties to an action are not precisely identified, then who is involved with whom or what, and how? If not properly identified, all corresponding judgments are void, as outlined in Volume 46, American Jurisprudence 2d, at Judgments:

"§ 100 Parties - A judgment should identify the parties for and against whom it is rendered, with such certainty that it may be readily enforced, and a judgment which does not do so may be regarded as void for uncertainty. Such identification may be achieved by naming the persons for and against whom the judgment is rendered. Technical deficiencies in the naming of the persons for and against whom judgment is rendered can be corrected if the parties are not prejudiced. A reference in a judgment to a party plainly liable, followed by an omission of that party's name from the language of the decree, at least gives rise to an ambiguity and calling for an inquiry into the court's real intention as reflected in the entire record and surrounding circumstances." [Footnote numbers and cites are omitted.]

## The Current Scene in America

### **"Legal Person"**

One of the terms used predominantly by the present civil governments and courts in America is "legal person." Just what is a "legal person"? Some definitions are:

[A] legal person: a body of persons or an entity (as a corporation) considered as having many of the rights and responsibilities of a natural person and especially the capacity to sue and be sued. Merriam-Webster's Dictionary of Law, 1996.

Person. I. A human being (a "natural" person). 2. A corporation (an "artificial" person). Corporations are treated as persons in many legal situations. Also, the word "*person*" includes corporations in most definitions in this dictionary. 3. Any other "being" entitled to sue as a legal entity (a government, an association, a group of Trustees, etc.). 4. The plural of person is *persons*, not people (see that word). Oran's Dictionary of the Law, West Group, 1999.

Person. An entity with legal rights and existence including the ability to sue and be sued, to sign contracts, to receive gifts, to appear in court either by themselves or by lawyer and, generally, other powers incidental to the full expression of the entity in law. Individuals are

"persons" in law unless they are minors or under some kind of other incapacity such as a court finding of mental incapacity. Many laws give certain powers to "persons" which, in almost all instances, includes business organizations that have been formally registered such as partnerships, corporations or associations. Duhaime's Law Dictionary.

PERSON, noun. per'sn. [Latin *persona*; said to be compounded of *per*, through or by, and *sonus*, sound; a Latin word signifying primarily a mask used by actors on the stage.] Webster's 1828 Dictionary.

A corporation incorporated under *de jure* law, *i.e.* by bona fide express contract between real beings capable of contracting (a phenomenon that went extinct almost 70 years ago), is a legal fact. Using the self-styled juristic artifice (legal fiction) of "right to presume, irrespective of the law or the facts," implied contracts, constructive trusts, and other entirely different entities can be created using the name of the bona fide, legally and grammatically correct name of the corporation by corrupting that name into an ALL-CAPITAL LETTERS format or by abbreviating names (within the complete proper name). The corporation exists in law, but has arbitrarily been assigned a different NAME. No such corporation nor any valid law can be created under the "law of necessity," *i.e.* under "no law." Likewise, the arbitrary use of the legal-fiction artifice of "right of presumption" (over unwary, uninformed, and usually blindly trusting people) can be legitimately exercised under "no law." Maxims of law describing "necessity" include:

- "Necessity has no law." Plowd. 18, and 15 Vin. Abr. 534; 22 id. 540.
- "In time of war laws are silent," Cicero.

Non-existent law = no lawful basis upon which anything can be created, be made to transpire, or upon which allegiance and obedience can be legitimately demanded. Acting under the law of necessity, *i.e.* lawlessness, allows complete and total right of everyone to disregard any and all alleged assertions of any lawful, verifiable, and legitimate jurisdiction over anything or anyone. Anyone acting against anyone under such non-law is self-confessing to be a naked criminal aggressor, and con man who has forfeited all credibility and right to demand allegiance, obedience, or compliance with any jurisdiction he might assert. If you, as a real being, are in real law and it is impossible for an attorney or judge to recognize or access it, you are not subject to their jurisdiction (and cannot be made subject to their jurisdiction by them). The crucial issue is then how to notice them of your position and standing so that they leave you alone.

As mentioned above, an artificial person (corporation) created under *de jure* law, with the person's identifying name appearing as prescribed by law and in accordance with the rules of English grammar, is a legal fact. A corrupted "alter ego" version of that name, manufactured under the legal fiction of "right of presumption" will have "credibility" only so long as the presumption remains unchallenged. The rule of the world is that anything and everything skates unless you bust it.

#### "Legal" or "Lawful"?

It is crucial to define the difference between "legal" and "lawful." The generic Constitution references genuine law. The present civil authorities and their courts use the word "legal." Is there a difference in the meanings? The following is quoted from A Dictionary of Law, 1893:

"Lawful. In accordance with the law of the land; according to the law; permitted, sanctioned, or justified by law. "Lawful" properly implies a thing conformable to or enjoined by law; "Legal", a thing in the form or after the manner of law or binding by law. A writ or warrant

issuing from any court, **under color of law**, is a “legal” process however defective. See *legal*.” [Bold emphasis added]

“Legal. Latin *legalis*. Pertaining to the understanding, the exposition, the administration, the science and the practice of law: as, the legal profession, legal advice; legal blanks, newspaper. **Implied or imputed in law. Opposed to actual.** “Legal” looks more to the letter [form/appearance], and “Lawful” to the spirit [substance/content], of the law. “Legal” is more **appropriate for conformity to positive rules of law; “Lawful” for accord with ethical principle.** “Legal” imports rather that the forms [appearances] of law are observed, that the proceeding is correct in method, that rules prescribed have been obeyed; “Lawful” that the right is actful in substance, that moral quality is secured. “Legal” is the antithesis of equitable, and the equivalent of constructive. 2 Abbott’s Law Dic. 24.” [Bold emphasis added]

Legal matters administrate, conform to, and follow rules. They are equitable in nature and are implied (presumed) rather than actual (express). A legal process can be defective in law. This accords with the previous discussions of *legal fictions* and *color of law*. To be legal, a matter does not follow the law. Instead, it conforms to and follows the *rules* or *form* of law. This may help you to understand why the Federal and State Rules of Civil *and* Criminal Procedure are cited in every court petition so as to conform to *legal* requirements of the specific juristic persons named, e.g., “STATE OF GEORGIA” or “U.S. FEDERAL GOVERNMENT,” that rule the courts.

Lawful matters are ethically enjoined in the law of the land—the law of the people—and are actual in nature, not implied. This is why whatever true law was upheld by the generic Constitution has no bearing or authority in the present day legal courts. It is impossible for anyone in “authority” today to access, or even take cognizance of, true law since “authority” is the “law of necessity,” 12 USC 95.

Therefore, it would appear that the meaning of the word “legal” is “color of law,” a term which Black’s Law Dictionary, Fifth Edition (page 241) defines as:

“*Color of law.* The appearance or semblance, without the substance, of legal right. Misuse of power, possessed by virtue of state law and made possible only because wrongdoer is clothed with authority of state, is action taken under ‘color of law.’”

### **Executive Orders Rule the Land**

The current situation is that legalism has usurped and engulfed the law. The administration of legal rules, codes, and statutes now prevail instead of actual law. This takes place on a federal as well as state level. Government administrates what it has created through its own purported “laws,” which are not lawful, but merely “legal.” They are arbitrary constructs existing only in law and are based on fictitiously created “authority,” i.e. no authority; and are authorized and enforced by legal Executive Orders. Executive Orders are not lawful and never have been. As you read the following, be aware of the words *code* and *administration*.

Looking at the United States Census 2000 reveals that the legal authority for this census comes from Office of Management and Budget (OMB) Approval No.0607-0856. The OMB is a part of the Executive Office of the President of the United States. The U.S. Census Bureau is responsible for implementing the national census, which is a division of the Economics and Statistics Administration of the U.S. Department of Commerce (USDOC). The USDOC is a department of the Executive Branch. Obviously, Census 2000 is authorized, carried out, controlled, enforced and implemented by the President, *a/k/a* the Executive Branch of the Federal Government—functioning as it has been

since 1861, in the lawless realm of necessity (which is now even more degenerate than when it commenced under Lincoln).

In fact, the Executive Office of the President controls the entire nation through various departments and agencies effecting justice, communications, health, energy, transportation, education, defense, treasury, labor, agriculture, mails, and much more, through a myriad of Executive Orders, Proclamations, Policies, and Decisions.

Every US President since Lincoln has claimed his 'authority' for these Executive Orders on Article II, Section 2 of the U.S. Constitution:

"The President shall be commander in chief of the Army and Navy of the United States, and of the militia of the several states, when called into the actual service of the United States; . . . He shall have power, by and with the advice and consent of the Senate, to make treaties, provided two thirds of the Senators present concur; and he shall nominate, and by and with the advice and consent of the Senate, shall appoint ambassadors, other public ministers and consuls, judges of the Supreme Court, and all other officers of the United States, whose appointments are not herein otherwise provided for, and which shall be established by law: but the Congress may by law vest the appointment of such inferior officers, as they think proper, in the President alone, in the courts of law, or in the heads of departments."

In reality, the Congress is completely by-passed. Since the Senate was convened in April, 1861 by Presidential Executive Order No.2, *not* by lawful constitutional due process, there is no United States Congress. The current "Senate" is, like everything, "colorable" ("color of Senate") under the direct authority of the Executive Office of the President. The President *legally* needs neither the consent nor a vote from the Senate simply because the Senate's legal authority to meet exists *only* by Executive Order. Ambassadors, public ministers, consuls, Federal judges, and *all* officers of the UNITED STATES are appointed by, and under authority of, the Executive Office of the President.

### **The Federal Register is an Executive *Functionary***

The first official act of every incoming President is to re-affirm the War Powers. He must do so, or he is devoid of power to function in office. The War Powers are set forth in the Trading With The Enemy Act of October 6, 1917, and the Amendatory Act of March 9, 1933 (The Banking Relief Act). In the Amendatory Act every citizen of the United States was made an enemy of the Government, *i.e.* the Federal Reserve/IMF, et al, Creditors in bankruptcy who have conquered the country by their great paper-money banking swindle.<sup>2</sup>

For the past 65 years, every Presidential Executive Order has become purported "law" simply by its publication in the Federal Register, which is operated by the Office of the Federal Register (OFR). In 1935, the OFR was established by the Federal Register Act. The purported authority for the OFR is found within the United States Code, Title 44, at Chapter 15:

"§ 1506. Administrative Committee of the Federal Register; establishment and composition; powers and duties

<sup>2</sup> The Federal Reserve Bank, *i.e.* the "Central Bank," places Government IOUs, *i.e.* Treasury Notes, on deposit in the Federal Reserve bank, credits the Government account for the amount of the IOU, charges interest to the Government (paid by taxpayers), and the Government has checkbook money to spend. The cost to the bank for these bookkeeping entries is nothing.

"The Administrative Committee of the Federal Register shall consist of the Archivist of the United States or Acting Archivist, who shall be chairman, an officer of the Department of Justice designated by the Attorney General, and the Public Printer or Acting Public Printer. The Director of the Federal Register shall act as secretary of the committee. The committee shall prescribe, with the approval of the President, regulations for carrying out this chapter."

Notice that the entire Administrative Committee of the Federal Register is comprised of officers of the Federal Government. Who appoints all Federal officers? The President does. This "act" also gives the President the authority to decree all the regulations to carry out the act. By this monopoly the Executive establishes, controls, regulates and enforces the Federal Government without need for any approval from the Senate. How could anyone possibly call this lawful?

In 1917, President Woodrow Wilson couldn't persuade Congress to agree with his desire to arm United States vessels accessing hostile German waters before the United States entered World War I, so Wilson simply invoked the "policy" through a Presidential Executive Order. President Franklin D. Roosevelt issued Executive Order No. 9066 in December 1941 forcing 100,000 Americans of Japanese descent to be rounded up and placed in concentration camps while all their property was confiscated.

Is it any wonder that the Congress the president "legally" controls did not impeach President William Jefferson Clinton when the evidence for impeachment was overwhelming? On that note, why is it that the Attorney-Presidents have used Executive Orders the most? Who but an attorney would know and understand legal rules the best. Sadly, they enforce what's "legal" and ignore what's lawful. In fact, they have no access to what is lawful since the entirety of their "authority," which is ethically and existentially specious, derives from the War Powers.

#### **How Debt is Assumed by Persons with All-Caps Names**

We now refer back to the matter of *assumption*, as already discussed, with its relationship to arbitrarily created juristic persons, e.g. "STATE OF CALIFORNIA," "JOHN P JONES." Since an assumption, by definition, implies debt, what debt is assumed by the newly created artificial person? Now that we have explored the legal—executive—basis of the current federal and state governments, it is time to put all this together.

The government use of *all caps* in place of proper names is absolutely no mistake. It signifies an internal ("legal") rule and authority. Its foundation is pure artifice and the results have compounded into more deceit in the form of created, promulgated instituted, administrated, and enforced rules, codes, statutes and policy—i.e. "the laws that appear to be but are not, never were, and never can be."

*Qui sentit commodum, sentire debet et onus.* He who enjoys the benefit, ought also to bear the burden. He who enjoys the advantage of a right takes the accompanying disadvantage -- a privilege is subject to its condition or conditions. Bouvier's Maxims of Law, 1856.

#### **The Birth Certificate**

Since the early 1960's, State governments—themselves specially created, juristic, corporate persons signified by all-caps names—have issued birth certificates to "persons" with all caps names. This is not a lawful record of your physical birth, but rather the birth of the juristic, all-caps name (*see* birth in *Glossary*). It may appear to be your true name, but since no proper name is ever written in all caps (either lawfully or grammatically) it does not identify who you are. The birth certificate is the government's self-created document of title for its new "property," i.e. the deed to the juristic-name



artificial person whose all-caps name "mirrors" your true name. The birth certificate brings the new all-capital-letters vessel into colorable admiralty/maritime law, the same way a ship is berthed.

One important area to address, before going any further, is the governmental use of older data storage from the late 1950's until the early 1980's. As a "leftover" from various teletype-oriented systems, many government data storage methods used all caps for proper names. The IRS was supposedly still complaining about some of their antiquated storage systems as recent as the early 1980's. At first, this may have been a necessity of the technology at the time, not a deliberate act. Perhaps, when this technology was first being used and implemented into the mainstream of communications, some legal experts saw it as a perfect tool for their perfidious intentions. What better excuse could there be?

However, since local, State and Federal offices primarily used typewriters during that same time period, and birth certificates and other important documents, such as driver's licenses, were produced with typewriters, it's very doubtful that this poses much of an excuse to explain all caps usage for proper names. The only reasonable usage of the older databank all-caps storage systems would have been for addressing envelopes or certain forms in bulk, including payment checks, which the governments did frequently.

Automated computer systems, with daisy-wheel and pin printers used prevalently in the early 1980's, emulated the IBM electric typewriter Courier or Helvetica fonts in *both* upper and lower case letters. Shortly thereafter, the introduction of laser and ink-jet printers with multiple fonts became the standard. Re the past fifteen years, there can be no excuse that government computers will not accommodate the use of lower case letters unless the older data is still stored in its original form, *i.e.* all caps, and has not been translated due to the costs of re-entry. But this does not excuse the entry of new data, only "legacy" data. In fact, on many government forms today, proper names are in all caps while other areas of the same computer-produced document are in both upper and lower case. One can only conclude that now, more than ever, the use of all caps in substitution for the writing of a proper name is no mistake.

When a baby is born, the hospital sends the original, not a copy, of the record of live birth to the State Bureau of Vital Statistics, sometimes called the Department of Health and Rehabilitative Services (HRS). Each STATE is required to supply the UNITED STATES with birth, death, and health statistics. The STATE agency that receives the original record of live birth keeps it and then issues a birth certificate in the corrupted, all-caps version of the child's true name, e.g. JAMES WILBUR SMITH.

*“cer-tif-i-cate, noun. Middle English *certificat*, from Middle French, from Medieval Latin *ceruficatum*. from Late Latin, neuter of *certificatus*, past participle of *certificare*, to certify, 15th century. 3: a document evidencing ownership or debt.” [Underline emphasis added] Merriam Webster Dictionary, 1998.*

The Birth certificate issued by the State is then *registered* with the U.S. Department of Commerce - the Executive Office - specifically through their own sub-agency, the U.S. Census Bureau, which is responsible to register vital statistics from all the States. The word *registered*, as it is used within commercial or legal based equity law, does *not* mean that the all-caps name was merely noted in a book for reference purposes. When a birth certificate is *registered* with the U.S. Department of Commerce it means that the all-caps legal person named thereon has become a surety or guarantor, a condition and obligation that is automatically and unwittingly assumed unless the presumption is effectively rebutted; *i.e.* notice to the effect of: "It ain't me."

"Security, Bond. – Security. I a: Something (as a mortgage or collateral) that is provided to make certain the fulfillment of an obligation. Example: used his property as security for a loan. Ib: "surety." 2: Evidence of indebtedness, ownership, or the right to ownership. - *Ibid.* Bond. I a: A usually formal written agreement by which a person undertakes to perform a certain act (as fulfill the obligations of a contract) . . . with the condition that failure to perform or abstain will obligate the person . . . to pay a sum of money or will result in the forfeiture of money put up by the person or surety. Ib: One who acts as a surety. 2: An interest-bearing document giving evidence of a debt issued by a government body or corporation that is sometimes secured by a lien on property and is often designed to take care of a particular financial need. *Ibid.*" Merriam-Webster Dictionary of Law, 1996.

"Surety. The person who has pledged him or herself to pay back money or perform a certain action if the principal to a contract fails, as collateral, and as part of the original contract." Duhaime's Law Dictionary.

"1: a formal engagement (as a pledge) given for the fulfillment of an undertaking. 2: one who promises to answer for the debt or default of another. Under the Uniform Commercial Code, however, a surety includes a guarantor, and the two terms are generally interchangeable." Merriam Webster's Dictionary of Law, 1996.

"Guarantor. A person who pledges collateral for the contract of another, but separately, as part of an independent contract with the obligee of the original contract." Duhaime's Law Dictionary.

It is not difficult to see that a state-created birth certificate with an all-caps name is a document evidencing debt the moment it is issued. Once a state has registered a birth document with the U.S. Department of Commerce, the Department notifies the Treasury Department, who takes out a loan from the Federal Reserve. The Treasury uses the loan to purchase a bond (the Fed holds a "purchase money security interest" in the bond—*see Glossary*) from the Department of Commerce, who invests the sale proceeds in the stock or bond market. The Treasury Department then issues Treasury securities in the form of Treasury Bonds, Notes, and Bills using the bonds as surety for the new "securities." This cycle is based on the future tax revenues of the legal person whose name appears on the birth certificate. This also means that the bankrupt, corporate U.S. can guarantee to the purchasers of their securities the lifetime labor and tax revenues of every "citizen of the United States"/American with a birth certificate as collateral for payment. This device is initiated simply by converting the lawful, true name of the newborn into a legal, juristic name of a person.

*Dubuque rei potissinia pars prineipium est.* – The principal part of everything is in the beginning. ("Well begun is half done.")

Legally, you are considered a slave or indentured servant to the various federal, state and local governments via your STATE-issued, STATE-created birth certificate in the name of your all-caps person. Birth certificates are issued so that the issuer can claim "exclusive" title to the legal person created thereby. This is further compounded when one voluntarily obtains a driver's license or a Social Security Account Number. The state even owns your personal and private life through your STATE-issued marriage license/certificate issued in the all-caps names. You have no rights in birth, marriage, or even death. The state holds title to all legal persons the state creates via birth certificates until the rightful owner, the holder in due course of the instrument, *i.e.* you, reclaims/redeems it.

The main problem is that mothers/parents and then the 18-year-old man/woman have voluntarily agreed to this contrived system of plunder by remaining silent; comprising legal default, laches<sup>3</sup>, and failing to assert our absolute rights<sup>4</sup>. The maxim of law becomes crucially operative: "He who fails to assert his rights has none." The legal rules and codes enforce themselves. There is no court hearing to determine if those rules are correct. Their "law" is self-regulating and self-supporting. Once set into motion, their "laws" automatically come into effect provided the legal process has been followed.

### The Various Bankruptcies

The legal person known as the UNITED STATES is bankrupt and holds no lawful Constitutionally mandated silver or gold—coin or bullion—with which to back any currency. All privately held and federally held gold coins and bullion in America was seized via Executive Order of April 5, 1933 and paid to the creditor, the private Federal Reserve under the terms of the bankruptcy.

Congress—still convening strictly under Executive Order authority—confirmed the bankruptcy through the Joint Resolution to Suspend The Gold Standard And Abrogate The Gold Clause, June 5, 1933 in House Joint Resolution (HJR) 192, June 5, 1933, 73<sup>rd</sup> Congress, 1<sup>st</sup> Session, Public Law 73-10. This 1933 public law states, in part:

"...every provision contained in or made with respect to any obligation which purports to give the obligee a right to require payment in gold or a particular kind of coin or currency, or in an amount in money of the United States measured thereby, is declared to be against public policy."

The corporate U.S. declared bankruptcy a second time, whereby the Secretary of Treasury was appointed "Receiver" for the bankrupt U.S. in Reorganization Plan No. 26, Title 5 USC 903, Public Law 94-564, Legislative History, page 5967.

Since 1933, the only "assets" used by the UNITED STATES to "pay its debt" to the Fed have been the blood, sweat, and tears of every American unfortunate to be saddled with a birth certificate and a Social Security Account Number (the U.S. Government must conceal this fact from the American people at all costs). Their future labor and tax revenues have been "legally" pledged via the new all-caps, juristic-person names appearing on the birth certificates, *i.e.* the securities used as collateral for loans of credit (belief/air) to pay daily operational costs, re-organization expenses in bankruptcy, insurance policy premiums required to float the bankrupt government, and interest on the ever-increasing, wholly fraudulent, debt.

### All Caps Legal Person v. The Lawful Being

Just who or what is the all caps person, *i.e.* "JOHN PAUL JONES," "JOHN P JONES," or some other all-capital-letter corruption thereof? It is the entity the government created to take the place of the real being, *i.e.* John Paul Jones. The lawful Christian name of birthright has been replaced with a legal corporate name of deceit and fraud. If the lawful Christian name answers when the legal person is addressed, the two are recognized as being one and the same. However, if the lawful being distinguishes himself/herself as another party than the legal person, the two are separated.

<sup>3</sup> Laches: Unreasonable delay or negligence in pursuing a right or claim — almost always an equitable one — in a way that prejudices the party against whom relief is sought. Black's 7<sup>th</sup>.

<sup>4</sup> See **absolute rights** in *Glossary*.

A result of the federal bankruptcy was the creation of the "UNITED STATES," which was made a part of the legal reorganization. The name of each STATE was also converted to its respective, all-caps legal person, *e.g.* STATE OF DELAWARE. These new legal persons were then used to create more legal persons, such as corporations, with all-capital letters names, as well. Once this was accomplished, the con really began to pick up speed.

All areas of government and all alleged "courts of law," are de facto, "color of law and right" institutions. The "CIRCUIT COURT OF WAYNE COUNTY" and the "U.S. DISTRICT COURT" can only recognize and deal with other legal persons. This is why your lawful name is never entered in their records. The all-caps legal person is used instead. Jurisdiction in such sham courts covers only other artificial persons. The proper jurisdiction for a lawful being is a Constitutionally sanctioned, common-law-venue court. Unfortunately, such jurisdiction was "shelved" in 1938 and is no longer available; the only courts today are statutory courts.

## NOTE

# The Shetar's Effect on English Law—A Law of the Jews Becomes the Law of the Land

The rational study of law is still to a large extent the study of history.  
Holmes, *The Path of the Law*.<sup>1</sup>

### I. INTRODUCTION

English law, like the English language, is an amalgam of diverse cultural influences. The legal system may fairly be seen as a composite of discrete elements from disparate sources. After the conquest of 1066, the Normans imposed on the English an efficiently organized social system that crowded out many Anglo-Saxon traditions.<sup>2</sup> The Jews, whom the Normans brought to England,<sup>3</sup> in their turn contributed to the changing English society. The Jews brought a refined system of commercial law: their own form of commerce and a system of rules to facilitate and govern it. These rules made their way into the developing structure of English law.

Several elements of historical Jewish legal practice have been integrated into the English legal system.<sup>4</sup> Notable among these is the written credit agreement—shetar, or star, as it appears in English documents. The basis of the shetar, or "Jewish Gage," was a lien on all property (including realty)<sup>5</sup> that has been traced as a source of the modern mortgage.<sup>6</sup> Under Jewish law, the shetar

1. 10 HARV. L. REV. 457, 469 (1897).

2. J. G. M. TREVELYAN, *HISTORY OF ENGLAND* 142-48 (1953).

3. I. F. FOLLOCK & F. W. MAITLAND, *THE HISTORY OF ENGLISH LAW BEFORE THE TIME OF EDWARD I* 468 (reissued 2d ed. 1968). There is some dispute whether the Jews arrived by William the Conqueror's invitation or merely with his permission. 4 S. BARON, *A SOCIAL AND RELIGIOUS HISTORY OF THE JEWS* 77 (1957).

4. See generally J. RABINOWITZ, *JEWISH LAW* 250-72 (1956) (discussing Jewish Gage, Odaita, Star of Acquittance, and Representation by Attorney).

5. See *infra* text accompanying notes 34-36 (describing shetar and accompanying lien).

6. Rabinowitz, *The Common Law Mortgage and the Conditional Bond*, 92 U. PA. L. REV. 179-94 (1943). The author traces the two-instrument (debt and release) mortgage to its origin as a device to avoid asmakhta, a Jewish principle invalidating penalty clauses. Under that doctrine, Jewish money lenders were forbidden to exact a penalty conditioned on the future failure of the debtor's obligation. *Id.* at 184-85. If a conveyance involved asmakhta, it was void. *Id.* at 182. Invalidation as asmakhta could be avoided if all obligations were incurred at the time of the original transaction. *Id.* at 184, 185-86. Land was seizable as security only if the creditor went into possession at the time of the loan: "Meakhsav"—"from now." *Id.* at 185. For this reason, the debt instrument included an immediate conveyance of the land that was to serve as security against default. A second instrument, the acquittal, would release the security and reconvey the land to its original owner if the debt were paid on or before its due date. *Id.* at 185. The entire written obligation (shetar) remained in the hands of a third party for the duration of the debt. *Id.* at 192. The document proved that the debt existed and clarified the rights and duties of the parties in case of default. See also 2 C. HERZOG, *THE MAIN INSTITUTIONS OF JEWISH LAW* 71-92 (2d ed. 1967) (chapter on asmakhta).

Rabinowitz finds in these and other early Jewish devices for avoiding asmakhta both the structural and substantive roots of the English mortgage and the later developed equitable right of redemption. J. RABINOWITZ, *supra* note 4, at 250-72. See also F. LINCOLN, *THE STARRA* 47-50 (1939) (outlining the same derivation); see generally F. LINCOLN, *THE LEGAL BACKGROUND TO THE STARRA* (1932) (same). Compare the historical period of equitable right of redemption with the same term of protected re-

permitted a creditor to proceed against all the goods and land of the defaulting debtor.<sup>7</sup> Both "movable and immovable" property were subject to distraint.<sup>8</sup>

In contrast, the obligation of knight service under Anglo-Norman law barred a land transfer that would have imposed a new tenant (and therefore a different knight owing service) upon the lord.<sup>9</sup> The dominance of personal feudal loyalties equally forbade the attachment of land in satisfaction of a debt; only the debtor's chattels could be seized.<sup>10</sup> These rules kept feudal obligations intact, assuring that the lord would continue to be served by his own knights. When incorporated into English practice, the notion from Jewish law that debts could be recovered against a loan secured by "all property, movable and immovable" was a weapon of socio-economic change that tore the fabric of feudal society and established the power of liquid wealth in place of land holding.<sup>11</sup>

The Crusades of the twelfth century opened an era of change in feudal England. To obtain funds from Jews, nobles offered their land as collateral.<sup>12</sup> Although the Jews, as aliens, could not hold land in fee simple,<sup>13</sup> they could take security interests of substantial money value.<sup>14</sup> That Jews were permitted to hold security interests in land they did not occupy expanded interests in land beyond the traditional tenancies.<sup>15</sup> The separation of possessory interest from interest in fee contributed to the decline of the rigid feudal land tenure structure.<sup>16</sup>

At the same time, the strength of the feudal system's inherent resistance to this widespread innovation abated. By 1250, scutage<sup>17</sup> had completely replaced feudal services: tenant obligations had been reduced to money pay-

demption in *Leviticus* 25:29. "And if a man sell a dwelling house in a walled city, then he may redeem it within a whole year after it is sold: for a full year shall he have the right of redemption." *Id.*

7. J. RABINOWITZ, *supra* note 4, at 253. See *infra* text accompanying notes 33-47 (describing shetar in Jewish law).

8. See *infra* text accompanying note 35 (extent of lien imposed by shetar).

9. T.F. BERONIN & P.G. HASKELL, PREFACE TO ESTATES IN LAND AND FUTURE INTERESTS 8 (1966). Land tenure was central to social organization within the feudal system:

The feudal system originated in the relations of a military chieftain and his followers, or king and nobles, or lord and vassals, and especially their relations as determined by the bond established by a grant of land from the former to the latter. From this it grew into a complete and intricate complex of rules for the tenure and transmission of real estate, and of correlated duties and services.

BLACK'S LAW DICTIONARY 560 (rev. 5th ed. 1979) (emphasis in original).

10. 2 F. POLLOCK & F.W. MAITLAND, *supra* note 3, at 596.

11. See H.G. RICHARDSON, THE ENGLISH JEWRY UNDER ANGEVIN KINGS 94 (1960) (Jews' liquidation of land obligations broke down rigidity of structure of feudal land tenure and facilitated transfer of land to new capitalist class).

12. E. JENKS, EDWARD PLANTAGENET, THE ENGLISH JUSTINIAN 40-41 (1923).

13. See F. LINCOLN, THE STARRA 114-15 (1939) (Jews could possess lands, but not hold by fee); SELECT PLEAS, STARRS, AND OTHER RECORDS FROM THE ROLLS OF THE EXCHEQUER OF THE JEWS ix (J.M. Rigg ed. & trans. 1902) (hereinafter J.M. RIGG) (Jews religiously barred from swearing Christian oath of fealty, and therefore disabled from holding feudal estate).

14. E. JENKS, *supra* note 12, at 40-41.

15. Cf. 1 F. POLLOCK & F.W. MAITLAND, *supra* note 3, at 469 (alien to English law for creditor not in possession of land to have rights in it).

16. E. JENKS, *supra* note 12, at 41.

17. Scutage, in medieval feudal law, was a payment by the tenant in lieu of military service. D. WALKER, THE OXFORD COMPANION TO LAW 1121 (1980). See *infra* note 18.

ments.<sup>18</sup> And as the identity of the principals in the landlord-tenant relationship became less critical, a change in the feudal rules restricting alienability of interests in land became possible.

One catalyst for this change may have been the litigation surrounding debt obligations to Jews secured by debtors' property. The Jews in Norman England had a specified legal status. They alone could lend money at interest.<sup>19</sup> They were owned by the King, and their property was his property.<sup>20</sup> The King suffered their presence only so long as they served his interests<sup>21</sup>—primarily as a source of liquid capital.<sup>22</sup>

Because moneylending by Christians was infrequent, English law had not established its own forms of security.<sup>23</sup> The Jews operated within the framework of their own legal practice,<sup>24</sup> which was based on Talmudic law developed over centuries of study. But the peculiar status of the Jews as the Crown's de facto investment bankers encouraged the King to direct his courts to enforce the credit agreements made by Jews under their alien practice. This nourished the growth of Jewish law in a way that blurred the absolutes of feudal land tenure.<sup>25</sup> Previously inalienable rights in land gave way to economic necessities, and the English ultimately adopted the Jewish practices.<sup>26</sup>

This note examines a moment of contact between two peoples, when necessity, proximity, and social upheaval prompted a cultural exchange between Jewish merchants and moneylenders and those they served. The note describes the effect on English law brought about by the King's Jews as they

18. In feudal land holding, the tenant's possessory right in land was limited to usufruct, as granted by the King, who retained absolute dominion over the land. The denotation of the tenant's interest as fee (or *feof.*, *feud.*, or *feodum*) reflected the tenant's obligation to render service to the sovereign in return for the privilege of using the land. 2 W. BLACKSTONE, COMMENTARIES \*104-05.

During the first century of the Norman Conquest land was held by military tenure, in which the tenants owed a specified number of days per year in knight service. 1 F. POLLOCK & F.W. MAITLAND, *supra* note 3, at 252. Either the tenants or their servants owed personal service in the King's army. Later, the King came to require a standing army to pursue extended campaigns on the Continent. *Id.* In place of short-term combat service, the King accepted "scutage" (literal derivation: "shieldage"), whereby his tenants-in-chief sent money in lieu of themselves or their knights. *Id.* at 266. The scutage fees enabled the King to employ professional troops and permitted the gentlemen to remain at home. *Id.* See generally *id.* at 252-82 (section on knight's service). By the reign of Edward I in 1272, both personal service and scutage failed to provide adequate military resources; additional taxes were instituted in their stead. E. JENKS, *supra* note 12, at 102.

19. 1 F. POLLOCK & F.W. MAITLAND, *supra* note 3, at 468.

20. *Id.* at 468, 471.

21. See Mandatum Regis Justiciaris Ad Custodiam Judeorum Assignatis de Quibusdam Statutis per Judicos in Anglia Firmiter Observandis. Anno Regni Regis Henrici Tricesimo Septimo (Mandate of the King to the Justices Assigned to the Custody of the Jews Touching Certain Statutes Relating to the Jews in England Which are to Be Rigorously Observed. The Thirty-Seventh Year of King Henry) (A.D. 1253) (Mandate of Henry III ordaining "[t]hat no Jew remain in England unless he do the King's service, and that from the hour of birth every Jew, whether male or female, serve Us in some way"). *Printed in* J.M. RIGG, *supra* note 13, at xlviis-xlix.

22. 1 G.M. TREVELYAN, *supra* note 2, at 250-51.

23. J. RABINOWITZ, *supra* note 4, at 262.

24. See J.M. RIGG, *supra* note 13, at xix (Jews made loan arrangements according to traditional law of the shetar).

25. See 2 F. POLLOCK & F.W. MAITLAND, *supra* note 3, at 123-24 (Jewish creditors' rights in land enforced by King; same rights not available originally to Christian creditors).

26. See 1 F. POLLOCK & F.W. MAITLAND, *supra* note 3, at 475 (Second Statutes of Westminster of 1285 gave Christian creditor the remedy of *elegit*, similar to the choice of remedies afforded Jewish creditors). See also *infra* text accompanying notes 168-78 (Statute of Merchants adopted enrollment procedures and eventual award of land to unpaid creditor).

executed and registered debt instruments, assigned and enforced the underlying obligations, and generally survived by moneylending, the only profitable occupation open to them.<sup>27</sup> It first reviews the Jewish credit agreement and its function in Anglo-Norman feudal society. It then suggests a rational explanation for a development in medieval English law heretofore perceived only as an anomaly: that the early writs of debt, which were for recovery of money, used terminology more appropriate to an action for recovery of land. This confusion now appears to be merely the linguistic expression of an innovation in the law due to the development of an action to recover alternative relief: repayment of money lent or award of collateralized land.

Finally, the note focuses on the incorporation of Jewish law into English practice through a series of thirteenth century cases involving the same Jewish litigant. Jewish debt procedure had by then become part of everyday business in England. Even as the Jews began to be excluded from moneylending, their procedures were adopted into the general English law governing debt registration and collection. In 1275, the statute "De Judeismo"<sup>28</sup> forbade the Jews' usurious practices.<sup>29</sup> In 1285, the Statute of Merchants<sup>30</sup> formalized creditor remedies that paralleled the provisions of the Jewish shetar.<sup>31</sup> In 1290, the Jews were expelled,<sup>32</sup> but their credit practices remained.

## II. JEWISH CREDIT AGREEMENTS IN FEUDAL ENGLAND

### A. THE SHETAR IN JEWISH LAW

The law of the shetar, developed and elaborated by 500 A.D. in the Babylonian Talmud, antedates the Norman Conquest by six centuries.<sup>33</sup> Historically, the "shetar hov" (or generally just "shetar") was an instrument that established formal obligation, either in contract or in debt.<sup>34</sup> At the moment that a debtor acknowledged his indebtedness through a shetar, a general lien was established, encumbering *all* the debtor's property as security for ultimate repayment.<sup>35</sup> In case of default, the creditor could proceed not only against movable

and immovable property held by the debtor, but also against encumbered land that the debtor had transferred to a third party.<sup>36</sup> The debt attached to the land, and the creditor's lien had priority over subsequent alienations.<sup>37</sup>

Because of the severe obligations imposed by the shetar, the contents of the instrument followed a standard form designed to ensure authenticity and precision. Each shetar recited standard clauses of obligation, the creditor's right to customary modes of execution, and a final phrase stating that the document was not merely a form but a statement of the parties, the sum and the currency of the debt, and the date of the obligation, thereby indicating the creation of the lien.<sup>38</sup> To prevent fraud, the document was signed by two witnesses who knew the parties.<sup>40</sup>

A nation of wanderers, in adapting to a variety of cultures, determined that the language in which the shetar was written should be irrelevant to its legal validity.<sup>41</sup> Thus, in dealings with a surrounding Gentile populace, Jews were content that loan agreements be formalized in Latin or in the Norman French of early England.<sup>42</sup> Generally, the Jewish parties and witnesses would attest in

instrument's formation, regardless of whether the lien was expressly written into the shetar. Jewish law originally did not attach debt obligation to chattels. During the amoraic period, Jewish law extended the lien to the movable property of the debtor if specifically noted in the shetar. But the rabbinic courts would not enforce a lien against movable property that had been sold by the debtor to a third party. *Id.* 36. *Id.* at 186. During the post-Talmudic period, it became customary to insert in the shetar a provision imposing a lien on the debtor's after-acquired property. J. RABINOWITZ, *supra* note 4, at 254.

37. Elion, *Lien*, in PRINCIPLES OF JEWISH LAW 288 (M. Elion ed. 1975).

38. Fuss, *supra* note 34, at 184-85; G. HOROWITZ, *supra* note 33, at 509-11.

39. G. HOROWITZ, *supra* note 33, at 511.

40. *Id.* at 511. In contrast to the documentary procedure of the written shetar, credit agreements also could be made orally under Jewish law. *Milveh be-al peh*—literally "loan by mouth" was distinguished from *milveh bi shetar*—"loan by writing." Shitoh, *Loans*, in PRINCIPLES OF JEWISH LAW 262 (M. Elion ed. 1975). The oral creditor, however, had no right to levy on the debtor's alienated and encumbered property to obtain satisfaction of the debt. *Id.*

41. I. C. HERZOG, THE MAIN INSTITUTIONS OF JEWISH LAW 152 (2d ed. 1965).

From the time of the Jewish exile in Babylonia, 586 B.C., the Jews had lived as outsiders in foreign lands. In order to live within their own law, they developed a doctrine to minimize conflicts between Jewish law and the law of the surrounding community. G. HOROWITZ, *supra* note 33, at 79. In dealings with the Christian populace, the Jewish community followed the principle that "the law of the Kingdom is the Law" (*dina de-malkhuta dina*). They accepted and obeyed any law that did not conflict with Jewish laws governing specific religious obligations. *Dina De-Malkhuta Dina*, in 6 ENCYCLOPEDIA JUDAICA 51, 54 (1972). Respect for the rule of the Gentile sovereign raised the problem of determining the applicable law:

The decrees of the king are law to us; but the national law is not our law. Among all nations there are certain fundamental rights and privileges which belong to the sovereign. Within this scope, the commands of the king are law. But this does not hold true of the judgments rendered in their courts. For the laws which the courts apply are not the essence of royalty. They are based on the precedents to be found in their writings. You cannot dispute this distinction, for otherwise you would annul, God forbid, the laws of the Jews.

G. HOROWITZ, *supra*, at 79-80 (quoting Rashba, Rabbi Solomon ibn Adret of Barcelona (1235-1310)). Jewish courts would enforce external civil laws and formalities. *Id.* at 80, but did not permit such civil law to sanction behavior otherwise forbidden to Jews. *Id.* Thus, a transaction enforceable in Gentile courts might still be invalidated (as applied to Jews) by a Jewish tribunal. *Id.* at 80-81.

42. J.M. RIGO, *supra* note 13, at xix. See HEREW DEEDS OF ENGLISH JEWS (M.D. Davis ed. & trans. 1888) [hereinafter M.D. DAVIS] (reproducing the Hebrew portion of shetars in Hebrew and Latin), STARRS AND JEWISH CHARTERS PRESERVED IN THE BRITISH MUSEUM (I. Abrahams, H.P. Stokes & H. Loewe eds. & trans. 1930-32) [hereinafter STARRS AND CHARTERS] (reproducing Hebrew and Latin portions of shetars).

27. I. F. POLLOCK & F. W. MATTLAND, *supra* note 3, at 471 (English Jews could profitably engage only in moneylending). Although the Talmud prohibited charging interest on loans, even to Gentiles, authorities including Rabbenu Tam (a 12th-century Talmud scholar whose opinions are still cited with respect) permitted Jews to lend Gentiles money at interest "because no other avenues of trade or commerce [were] open to Jews, and the lending of money [was] the only means of livelihood left to them." D.M. SHOHEET, THE JEWISH COURT IN THE MIDDLE AGES 89-90 (1931).

28. 1 STATUTES OF THE REALM 221 (London 1810 & photo. reprint 1963). This statute, which is undated, is generally thought to date from 1275. See 10 S. BARON, *supra* note 3, at 111 (attributing statute to 1275); J.M. RIGO, *supra* note 13, at xxxviii (attributing statute to 1274-75). STATUTES OF THE REALM attributes the statute to either 4 Edw. (1275-76) or 18 Edw. (1289-90). 1 STATUTES OF THE REALM 221 n.11.

29. See *Les Estatutz de la Juerie* (The Statutes of Jewry) ¶ 1 STATUTES OF THE REALM 221, 221 (providing that henceforth no Jew lend at usury upon land, rent, or other thing; that interest accruing after previous Feast of St. Edward not be collectible; that debts to Jews secured by chattels be paid by Easter or be forfeited; and that the King will no longer enforce the Jews' usurious contracts, but will punish the lender).

30. Statute of Merchants, 1285, 13 Edw., Stat. 3.

31. See *infra* text accompanying notes 168-78.

32. 10 S. BARON, *supra* note 3, at 113.

33. G. HOROWITZ, THE SPIRIT OF JEWISH LAW 16 (1953).

34. FUSZ, *Shetar*, in PRINCIPLES OF JEWISH LAW 186 (M. Elion ed. 1975).

35. *Id.* The shetar imposed a lien on all the real property that the debtor owned at the time of the



Hebrew and the Christians in French or Latin.<sup>43</sup> Although neither party may have understood the other's language, the document had the full force of law in both communities.<sup>44</sup>

The crucial limitation on debt collection under Jewish law was that a creditor had a lien against the debtor's land, but not against the debtor's person.<sup>45</sup> Personal freedom was not to be diminished by a debt obligation, and a creditor could not enslave one who was unable to repay him.<sup>46</sup> The origin of this practice was the Biblical protection of the dignity of debtors, as embodied in the injunction not to enter the debtor's home to receive a pledge, but rather to wait outside for the debtor to bring it out.<sup>47</sup> This was the structure of the law of obligation that the Jews brought with them to England.

#### B. NORMANS IN ENGLAND—A CENTRALIZING MONARCHY

Unique among its feudal neighbors, the Norman Duchy was governed as a centralized unit, with no baron strong enough to challenge the Duke's authority.<sup>48</sup> Although the Norman Duke owed fealty to the King of France, that King lacked effective power over his vassals, who independently governed their own territories.<sup>49</sup> In Normandy, however, feudalism was strictly territorial: a pyramid of land tenure embodied a system of military obligations ascending from knight through baron to Duke, from whom all land and authority derived.<sup>50</sup> On the continent, and later in England, William the Conqueror set out to maintain and strengthen this Norman system of centralized governance.<sup>51</sup> With the Conquest, the Normans introduced to England a well-organized central authority.<sup>52</sup>

The early governance of conquered England concentrated power in the King. As William the Conqueror imposed the rigorous order of the feudal

system, he avoided the system's tendency toward decentralization and disintegration that had sapped the power of the French kings.<sup>53</sup> He limited the power of his tenants-in-chief by granting each of them landholdings scattered over the realm, instead of large, contiguous tracts.<sup>54</sup> He governed the counties through sheriffs who depended on him for their power.<sup>55</sup> He maintained a national militia, thereby shunning total reliance on the loyalty of his tenants-in-chief.<sup>56</sup> And he had all significant landholders swear an oath of primary allegiance to him.<sup>57</sup> This concentration of power in the monarch grew during the successive reigns of a series of strong kings who increasingly assumed more power—military, legislative, and judicial—over the nation.<sup>58</sup>

#### C. THE JEWS UNDER THE NORMAN KINGS

Outsiders in feudal society, both Anglo-Norman and continental, the Jews were not part of the network of land-based obligations. They could not own land. On the Continent, they were owned as chattels by the local lords, who protected the Jews' possessions on the understanding that what a Jew owned, he held for the ultimate use of his lord.<sup>59</sup> The Jews in Norman England, however, were within the exclusive domain of the King's personal control, living at his sufferance and according to his wishes.<sup>60</sup>

The first settlement of Jews in England came in the wake of William the Conqueror.<sup>61</sup> William determined that he should be the sole owner of Jews in England. Others could own Jews only with the King's permission as expressed by royal grant.<sup>62</sup> The *Leges Edwardi Confessoris*, a twelfth-century compilation and translation into Latin of laws attributed to Edward the Confessor,<sup>63</sup>

53. W. STUBBS, *supra* note 51, at 85-91.

54. *Id.* at 90-91.

55. *Id.* at 88.

56. *Id.* at 86.

57. *Id.* at 84.

58. *Id.* at 117-18. The dates of the Norman and Angevin Kings from the Conquest to the expulsion of the Jews in 1290 are:

William I	1066-1087
William II	1087-1100
Henry I	1100-1135
Stephen	1135-1154
Henry II	1154-1189
Richard I	1189-1199
John	1199-1216
Henry III	1216-1272
Edward I	1272-1307

D. WALKER, *supra* note 17, at 1317.

59. F. LINCOLN, *supra* note 13, at 8-9. As "Administrator of the Realm," the continental King had interstitial power in the areas where no vassal could substantiate a rival claim; upon this theory, the King had asserted special authority over widows and orphans, aliens, Jews, lunatics, etc. E. JENKS, *supra* note 12, at 90-91.

60. F. LINCOLN, *supra* note 13, at 10.

61. H.G. RICHARDSON, *supra* note 11, at 1.

62. F. LINCOLN, *supra* note 13, at 10.

63. I. F. POLLOCK & F.W. MATTLAND, *supra* note 3, at 103. Pollock and Matland believe that the laws of Edward the Confessor are of dubious authority as descriptions of historical fact, perhaps reflecting some unknown 12th-century author's hopeful imagination.

43. See, e.g., J.M. RIGG, *supra* note 13, at xix (Hebrew creditor signed in Hebrew); *id.* at 46 (record of Exchequer documenting shetar written in Hebrew with Latin duplicate). In England the terms of the acquaintance took the Jewish form of the release: "from the beginning of the world" to the present. J. RABINOWITZ, *supra* note 4, 265-69.

44. Both Jewish and English courts recognized the force of a shetar offered as evidence of a debt. J.M. RIGG, *supra* note 13, at xix-xx. Rigg describes the elaborate recording and witnessing procedures, including both Jewish and Gentile participants, designed to avoid fraudulent documents. *Id.* The King's courts enforced a duly enrolled shetar. See *infra* text accompanying notes 132-48 (discussing mechanism by which Exchequer enforced debt obligations). The courts within the Jewish community routinely enforced shetars.

45. Elon, *Imprisonment for Debt*, in PRINCIPLES OF JEWISH LAW 634 (M. Elon ed. 1975).

46. *Id.* at 634. See also M. ELON, RESTRAINTS OF THE PERSON AS A MEANS IN THE COLLECTION OF DEBTS IN JEWISH LAW (1961) (precis of doctoral dissertation) (Jewish tradition had no personal imprisonment for debt, reasoning that if a debtor's home could not be entered, even less could the debtor be taken; in the 13th century, Jewish scholars began to debate and approve imprisonment for evasive debtors, but only in carefully prescribed conditions).

Unlike Jewish law, English law specifically envisioned such imprisonment. See Statute of Merchants, 1285, 13 Edw. 1 Stat. 3 (establishing imprisonment of the body of a defaulting debtor); Statute of Acton Burnell, 1283, 11 Edw. 1 (if debtor's goods insufficient to satisfy debt, debtor imprisoned pending repayment, but creditor responsible for assuring bread and water sufficient to sustain life of imprisoned debtor, who must further reimburse creditor upon release).

47. *Deuteronomy* 24:10-11 (to preserve debtor's dignity in his own home).

48. I.G.M. TRAVELMAN, *supra* note 2, at 144.

49. *Id.* at 144-45.

50. *Id.* at 143.

51. W. STUBBS, THE CONSTITUTIONAL HISTORY OF ENGLAND 74-75 (abr. ed. 1979).

52. G.M. TRAVELMAN, *supra* note 2, at 142.

contains a statute that, if not that ancient, adequately describes the Norman period:

Be it known that all Jews wheresoever they may be in this realm are of right under the tutelage and protection of the King, nor is it lawful for any of them to subject himself to any person of wealth without the King's licence. Jews and all their chattels are the King's property and if anyone withhold their money from them let the King recover it as his own.<sup>64</sup>

As chattels of the King, the Jews retained their own property at his pleasure. In the thirteenth century, Henry de Bracton wrote:

[a] Jew cannot have anything of his own, because whatever he acquires, he acquires not for himself but for the king, because they do not live for themselves but for others, and so they acquire for others and not for themselves.<sup>65</sup>

They lived where the King permitted, and when they died, their property vested in the King.<sup>66</sup> Because the ecclesiastical courts could proceed only against Christians,<sup>67</sup> the Jews operated free of the Church's usury prohibitions. The civil authorities openly permitted the Jews to lend money at interest and enforced their credit contracts, both for principal and interest.<sup>68</sup> As the Jews prospered the King did too, extracting from them the fruits of their monopoly on usury.<sup>69</sup>

Because it was worthwhile to protect Jewish subjects for their potential money value, successive sovereigns clarified the status of Jews. Charters of Henry I and Henry II<sup>70</sup> granted individual Jews rights to reside in England, to buy and sell goods, and to possess all lands, fiefs, purchases, and pledges com-

ing into their hands.<sup>71</sup> Subject to estate taxes,<sup>72</sup> Jews were permitted to inherit property and loans. Richard I's charter,<sup>73</sup> granted in 1190, confirmed these rights. John affirmed the early charters in 1201, extending their coverage to all Jews and adding the right to hold "mortgages."<sup>74</sup>

Under John's charter, a Jew was free "quietly to sell his gage where it be certain that he has held it for a full year and a day."<sup>75</sup> The charter further clarified that in suits between Jews and Christians, litigation rights were explicit and, in some cases, advantageous to the Jews. The "bare oath" on the Torah of a Jewish defendant sufficed to rebut a charge against him by a Christian plaintiff unaccompanied by witnesses;<sup>76</sup> a Christian defendant similarly situated might be required to "wage his law" with compurgators.<sup>77</sup> A suit against a Jewish defendant was tried by a jury of his "peers."<sup>78</sup> And although a Jewish plaintiff could use a writ to substitute for a required witness, a Christian plaintiff could not.<sup>79</sup> Trials involving Jews and Christians could be held only in the King's courts,<sup>80</sup> while jurisdiction of disputes between Jews remained with the Jewish courts.<sup>81</sup>

But the Jews had fewer rights in themselves and in their possessions than did

71. 4 S. BARON, *supra* note 3, at 78. The right to possess land was not equal to the right to hold a freehold estate, which would have evoked the full range of feudal obligations between lord and tenant. See D. WALKER, *supra* note 17, at 497 (defining freehold). Jews were traditionally excluded from freehold tenure. C. ROTH, HISTORY OF THE JEWS IN ENGLAND 107 (1941); cf. H.G. RICHARDSON, *supra* note 11, at 84 (Jews held in fee so rarely that no rule against the practice was needed or established). The request by several Jews to hold land in fee and the actual attempt by one to do so led, in 1271, to a royal mandate denying them the privilege. C. ROTH, *supra*, at 65-66. See *infra* note 161 (discussing mandate of 1271).

72. See *supra* note 66 (describing taxes levied on Jewish estates).

73. For a translation of the charter, see J. JACOBS, *supra* note 70, at 134-37.

74. W. PARKES, THE JEW IN THE MEDIEVAL COMMUNITY 168-70 (1938). The author suggests that the Jews succeeded the monastic houses as moneylenders when the Church declared such activity by Christians to be usurious. *Id.*

75. Carte Libertatum Concessarum et Confirmatum Jedis Anglie Anno Regni Regis Johannis Secundo (Charters of Liberties Granted and Confirmed to the Jews of England in the Second Year of the Reign of King John) [A.D. 1201] [hereinafter Charter of King John] para. 7 printed in J.M. RIGG, *supra* note 13, at 1-2. The Charter of Richard I had similarly provided: "[T]he aforesaid Jews may sell their pledges without trouble after it is certified that they have held them a year and a day. . . ." J. JACOBS, *supra* note 70, at 136. Compare the time period provided for in *Leviticus* 25:29 (one year must pass before house taken as debt security may be sold).

The rights available to Jews in England contrasted sharply with medieval French tradition. A capitulary of Charlemagne forbade Jews to take the property of the Church or any Christian in pledge for a debt. The penalty was confiscation of the Jew's property and loss of his right hand. Louis the Pious later granted charters to certain Jews permitting free contract rights for sale and exchange of property. S. KATZ, THE JEWS IN THE VISIGOTHIC AND FRANKISH KINGDOMS OF SPAIN AND GAUL 92-93 (1937) & photo. reprint (1970).

76. Charter of King John, *supra* note 75, para. 5. See also J.M. RIGG, *supra* note 13, at xii (constructing charter).

77. J.M. RIGG, *supra* note 13, at xii. Under the most common 12th-century procedure, the court did not decide facts but allocated the "proof" to one of the parties. 2 F. POLLOCK & F.W. MAITLAND, *supra* note 3, at 602-03. The selected party could prove his case by battle, ordeal, or compurgation. *Id.* at 602. In compurgation, the party swore an oath that he was innocent and produced a fixed number of compurgators, or "oath-helpers," who swore that his oath was true. T.F.T. PLUCKNETT, A CONCISE HISTORY OF THE COMMON LAW 109 (2d ed. 1936).

78. Charter of King John, *supra* note 75, para. 2. *But see* 1 F. POLLOCK & F.W. MAITLAND, *supra* note 3, at 473 (Jew might have case heard by jury, half of whom were Jews).

79. Charter of King John, *supra* note 75, para. 2; J.M. RIGG, *supra* note 13, at xii.

80. Charter of King John, *supra* note 75, para. 8; 1 W. HOLDSWORTH, HISTORY OF ENGLISH LAW 46 (5th ed. 1931).

81. Charter of King John, *supra* note 75, para. 12. In his famous dispute with Henry II, Thomas a

64. F. LINCOLN, *supra* note 13, at 10; 4 S. BARON, *supra* note 3, at 79; 1 F. POLLOCK & F.W. MAITLAND, *supra* note 3, at 468; J.M. RIGG, *supra* note 13, at x. Hovedon, the medieval legal historian, associated the statute with the Justiciar Raulf de Glanvill. *Id.* at x.

65. 6 H. DE BRACON, DE LEGIBUS AT CONSUETUDINIBUS ANGLIAE 51 (T. Twiss ed. & trans. 1883).

66. F. LINCOLN, *supra* note 13, at 10-11. Although in theory all property of the deceased Jew reverted to the King, in practice the Crown took only a one-third to one-half share in estate taxes. From Aaron of York, the richest Jew of the time, Henry III exacted anticipatory estate taxes for 19 years before the principal's death. By then, the estate was bankrupt and the heirs destitute. 10 S. BARON, *supra* note 3, at 100-01.

67. H.G. RICHARDSON, *supra* note 11, at 142.

68. 1 F. POLLOCK & F.W. MAITLAND, *supra* note 3, at 469 n.1. Only Jews were permitted to "take usury" from a Christian. See *id.* at 473 (Jews had money-lending monopoly). Two contemporary sources, GLANVILL'S TREATISE and the DIALOGUS DE SCACCARIO, describe the penalty exacted from Christians who engaged in "open usury . . . like the Jews": the usurer's chattels were forfeit. TRACTATUS DE LEGIBUS ET CONSUETUDINIBUS REGNI ANGLIE QUI GLANVILLA VOCATUR (The treatise on the laws and customs of the Realm of England commonly called Glanvill) Book VII, ch. 16, at 89 (G.D.C. Hall ed. & trans. 1965) [hereinafter GLANVILL]; DIALOGUS DE SCACCARIO (The Course of the Exchequer) 100 (C. Johnson trans. 1950). Moreover, if the creditor had executed a mortgage, an instrument that secured the debt by possession of the debtor's land, and later failed to credit the principal of the debt with the income from the land, he violated the condemnation of the Council of Tours. DIALOGUS DE SCACCARIO, *supra*, at 100 n.1. After the creditor's death the debtor might get his land back from the King, but he would then owe the Crown the amount of the principal. In practice, the King forgave part of this amount, presumably reducing it by the sum of the debtor's usurious overpayments. *Id.* at 100.

69. G.M. TREVELYAN, *supra* note 2, at 250-251.

70. These charters are known only by reference in other sources. J. JACOBS, JEWS OF ANGEVIN ENGLAND 137-38 (1893).

the least vassal to the King. The underlying reality was that the Jews were no more than the embodiment of the King's accounts receivable. Jews were subject to periodic tallage and tithing when the King required them to turn over money that was held, ultimately, on his behalf.<sup>82</sup> The King preserved the Jews and their investments as representing his own financial future.

The royal charters, in effect, permitted the Jews usufruct of money<sup>83</sup> much as their Christian neighbors were permitted use of the land. At the King's pleasure, they would derive a livelihood by lending money at interest. Because Jews could lend money at interest, they were available to finance excursions to continental Europe and on Crusade.<sup>84</sup> In addition to the extraordinary fiscal demands of the Crusades, the nobles still owed knight service. Taxpayers began to replace personal service in the practice of "scutage"—money assessed from landowners in lieu of knight fees.<sup>85</sup> For this too, the Jews' assets were liquid, and available for a fee.

It was convenient to the realm to have a source of credit. It was further convenient that the profits from the loan arrangements, forbidden to Christians, be available to the King via his Jews. And it was to the King's advantage to enforce the contracts of credit made by the Jews.

### III. THE JEWISH PRESENCE IN THE DEVELOPING LAW OF COMMERCE

#### A. IN THE KING'S COURT

The most striking development in English law during the twelfth century was the expansion of the royal courts. Under Henry II, the King's court assumed an increasing share of litigation that previously had been heard only by local courts.<sup>86</sup> This was done through the issuance of royal writs, originally executory commands to the sheriff, but, with time, increasingly representing a formal summons initiating action in the royal courts.<sup>87</sup> Glanvill's treatise, written at the close of the reign of Henry II,<sup>88</sup> is in part a form book of writs instructing the proper method of litigation and procedure. The categories of

writs reflect the precise boundaries of the then recognized forms of action.<sup>89</sup> Among the writs developed during this formative period was the writ of debt.<sup>90</sup> Initially, litigants most commonly used the writ to collect loans of money.<sup>91</sup> Because the Jews were the predominant moneylenders,<sup>92</sup> they would have been the predominant users of the early writ. But the Jews were not merely the unintended beneficiaries of a fortuitous royal innovation. Taken together, the coincident circumstances of the Jews' relation to the King, the then unique form of relief afforded them by their shetars, and certain peculiarities in the wording of the early writs all suggest that the Jews contributed in heretofore unexplained ways to the development of the early writ of debt.

In accord with their traditional practice, when the Jews lent money, they did so under written credit agreements documented in the traditional form of the shetar.<sup>93</sup> Because of his relation to the Jews, the King had manifold interests in enforcing these shetars. And, because "what the Jews held, they held for the King,"<sup>94</sup> what the Jews lost through litigation or to an evasive debtor was lost to the King. Nor were these losses small: the Jews accumulated immense wealth through their moneylending and the King's Exchequer relied heavily on the Jews as an important source of tax revenues.<sup>95</sup> And the King had an even more immediate stake in the revenues from court costs. When the debtor refused to pay, the King enforced the Jewish contracts through his royal court, at a cost of one-tenth to one-sixth of the sum at issue.<sup>96</sup> Yet, despite the royal interest, the questions posed by litigation of the shetar were not questions that English practice was designed to solve.

When a Jew sought to enforce a shetar, he asked alternative forms of relief: payment of the money owed or award of the land and chattels securing the debt.<sup>97</sup> But this request apparently was an aberration from English practice of the early twelfth century.<sup>98</sup> A Jew's request tracked the terms of his unique contract: only a Jewish creditor of a defaulting debtor would be forced to seek either money or security, because only his alien procedure left the debtor in possession of the land pledged to secure the debt.<sup>99</sup>

Becket pointed to the Jews' internal juridical independence as an argument for a separate autonomous clergy. 4 S. BARON, *supra* note 3, at 277.

82. 10 S. BARON, *supra* note 3, at 96-99. The Saladin Tithe of 1188, to finance the Third Crusade, demanded that the Jews turn over 60,000 pounds, one-fourth of the value of their entire property in the country. 4 S. BARON, *supra* note 3, at 81.

83. The King forbore from his absolute rights in the Jews' possessions, permitting continued investment to accrue profits for his later use. G.M. TREVELYAN, *supra* note 2, at 251.

84. E. JENKS, *supra* note 12, at 40.

85. 1 F. POLLOCK & F.W. MATTLAND, *supra* note 3, at 271-74.

86. R.C. VAN CAENEGEM, ROYAL WRITS IN ENGLAND FROM THE CONQUEST TO GLANVILL 349-51 (1959).

87. *Id.* at 195-97.

88. Glanvill's treatise is believed to have been written between November 29, 1187 and July 6, 1189. GLANVILL, *supra* note 68, at xxx-xxxi. The man whose name the treatise bears, Ranulf Glanvill, was appointed Henry II's chief justiciar in 1180. 1 F. POLLOCK & F.W. MATTLAND, *supra* note 3, at 163. After Henry's death in 1189, Glanvill accompanied the new King, Richard I, on Crusade and died in Acre in 1190. *Id.* The authorship of the treatise is unknown but has been attributed to at least three men: Glanvill; Hubert Walter, who became chief justiciar in 1193; and Geoffrey Fitz Peter, the sheriff of Northampton. GLANVILL, *supra* note 68, at xxx-xxxiii. It is equally likely that the book is the work of an unknown clerk of the King's court. *Id.* at xxxiii.

89. See GLANVILL, *supra* note 68, Book X, ch. 7, at 122 (writ of gage); *id.* Book XII, chs. 3-5, at 150-51 (writs of mort d'ancestor).

90. R.C. VAN CAENEGEM, *supra* note 86, at 254-56.

91. 2 F. POLLOCK & F.W. MATTLAND, *supra* note 3, at 207.

92. See 1 F. POLLOCK & F.W. MATTLAND, *supra* note 3, at 473 (Jews had monopoly in lending money at interest).

93. See generally M.D. DAVIS, *supra* note 42 (reproducing portions of credit agreements between English debtors and Jewish creditors); STARRS & CHARTERS, *supra* note 42 (reproducing Hebrew and Latin portions of credit agreements between English debtors and Jewish creditors).

94. See *supra* text accompanying note 65 (quoting Bracton).

95. See H.G. RICHARDSON, *supra* note 11, at 161-75 (discussing heavy taxation of Jews under Kings Henry II, Richard I, and John).

96. See 10 S. BARON, *supra* note 3, at 94 (court fee during King John's reign one tenth of debt); R.C. VAN CAENEGEM, *supra* note 86, at 258 (court fees at end of Henry II's reign average one-sixth of debt); during 10th year of John's reign, one-seventh).

97. The explicit categorization of actions as real or personal did not arise in English law until Bracton's time. See Williams, *The Terms Real and Personal in English Law*, 4 L.Q.R. 394, 398-400 (1888) (Bracton classifies actions; Glanvill does not). See also 2 H. DE BRACHTON, *DE LEGIBUS ET CONSUETUDINIBUS ANGLIAE* 290-91 (G.E. Woodbine ed. & S.E. Thorne trans. 1968) (first division of actions).

99. See 2 F. POLLOCK & F.W. MATTLAND, *supra* note 3, at 123 (Jewish creditor frequently not in

It appears likely that, at that time, a Christian litigant asked for only a single remedy, either a thing or money. A Christian creditor took and kept possession of the land until the debt was satisfied.<sup>101</sup> In case of default, therefore, his suit would be for money only.<sup>101</sup> If the debtor wrongfully put him out of possession of the land securing the debt, English practice barred the Christian creditor from bringing an assize of novel disseisin to recover the land: the English system relegated him to a suit only for the underlying debt.<sup>102</sup> Conversely, the debtor regained the possessory rights to his property once the underlying debt was satisfied. If the creditor refused to return the security, the debtor's suit would be limited to return of the pledged property.<sup>103</sup> A Jewish creditor was apparently the only person in the realm who would seek execution on a significant personal obligation by either transfer of a thing or payment of a sum.

A Jewish creditor's ability to ask two forms of relief gave him more than the obvious advantage over a Christian creditor. Important procedural privileges inhered in the option of getting real relief for a personal obligation. The conventional litigant, suing on a personal obligation and seeking only money, could not get judgment if the defendant did not appear in court.<sup>104</sup> In contrast, any litigant seeking an award of land would be awarded judgment if the defendant had been absent, without excuse, after three successive summonses.<sup>105</sup> After the defendant's third unexcused absence, the land was "seized into the King's hand" for fifteen days and then adjudged to the plaintiff.<sup>106</sup> Consequently, only a litigant demanding land was assured complete relief regardless of a defendant's attempts to evade the court's power. Other litigants could gain access to defendants' property only through successful attempts to secure defendants' presence through distraint of chattels and lands.<sup>107</sup> This disparate justice dissatisfied Bracton, who proposed that the courts grant relief to claimants of personal obligations who were faced with a defaulting defendant by the distraint and award of the defendant's property.<sup>108</sup> But because this solution

possession of land securing debt); 1 F. POLLOCK & F. W. MAITLAND, *supra* note 3, at 469 (Jewish credit arrangement novel and alien institution to English because Jewish creditor did not take possession of land securing debt).

100. GLANVILL, *supra* note 68, Book X, ch. 8, at 122-24; 2 F. POLLOCK & F. W. MAITLAND, *supra* note 3, at 120.

101. See GLANVILL, *supra* note 68, Book X, ch. 7, at 122 (writ for summoning debtor to redeem gage).

102. *Id.* Book X, ch. 11, at 126; see 2 F. POLLOCK & F. W. MAITLAND, *supra* note 3, at 121 ("the creditor is really entitled to . . . the debt, not the land. If he comes into court he must come to ask judgment for that to which he is entitled").

The assize of novel disseisin was a possessory action for land. Through summary process in the King's court, a freeholder recently ousted from land could recover possession by showing prior occupation without the formality of testing legal title. See 2 F. POLLOCK & F. W. MAITLAND, *supra* note 3, at 47-52 (describing assize).

103. GLANVILL, *supra* note 68, Book X, ch. 9, 10, at 125 (writ for summoning creditor to restore gage, and different replies of creditor in court).

104. 2 F. POLLOCK & F. W. MAITLAND, *supra* note 3, at 594; Williams, *supra* note 98, at 401.

105. GLANVILL, *supra* note 68, Book I, ch. 7, at 5-6; 2 F. POLLOCK & F. W. MAITLAND, *supra* note 3, at 592-93; Williams, *supra* note 98, at 400-01.

106. GLANVILL, *supra* note 68, Book I, ch. 7, at 5-6. This was the procedure under a writ of right for land. See *id.* Book I, ch. 6, at 5 (exemplar of writ initiating action). The procedure for novel disseisin was similar. Williams, *supra* note 98, at 401.

108. 2 F. POLLOCK & F. W. MAITLAND, *supra* note 3, at 594-95.

was not generally adopted until 1832,<sup>109</sup> a Jewish creditor's avenues of enforcement remained unique in medieval England, enabling him to pursue his claim to judgment even though the defendant did not appear to answer the writ.

The Jews asked for a remedy that the English system was unaccustomed to offering. This challenge was met by the King, who himself commanded enforcement of the terms of the shetar. The King first manifested his interest in a command to pay in the form of a writ *praecipe*,<sup>110</sup> which if disregarded, conferred jurisdiction on the King's court.<sup>111</sup> By the shetar's terms, the debtor had the choice of paying the debt or relinquishing the property which secured the obligation. To enforce this choice, the King's command would have had to reflect the divergent remedies: money or property.<sup>112</sup> Eventually, this form of writ *praecipe* evolved into the writ of debt.<sup>113</sup>

The King's intervention on behalf of his Jewish moneylenders may explain and in turn have produced some anomalous terminology in the early development of the writ of debt. The wording of the writ evidences the intrusion of land interests into personal litigation. In the writ, as exemplified in Glanvill, the King ordered the Sheriff to "[o]rder N. to give back justly and without delay to R. a hundred marks which he owes . . . and of which . . . he *deforces* him unjustly."<sup>114</sup> Professor van Caenegem observes that this wording closely

109. *Id.* at 595.

110. See R.C. VAN CAENEGBEM, *supra* note 86, at 254 (writ *praecipe* for money originated in Henry I's with commands to Jews' debtors to pay). The writ *praecipe* was a summary order from the King to his sheriff to command someone to do something (here, to pay money owed) prior to judicial determination of the rights of the parties. *Id.* at 234-35. From a purely executive order, the writ developed into a form which initiated judicial process in the King's court. *Id.* See generally *id.* at 234-35 (discussing development of writs *praecipe*).

Evidence of the issuance of these writs is in the Pipe Roll for the 31st year of the reign of Henry I (1130-31). The Pipe Rolls were the annual balance sheets of the Exchequer, recording the accounts rendered by those responsible for royal revenues, principally the sheriffs. J. JACOBS, *supra* note 70, at 303-04. Because a Jew had to pay the King for the privilege of a writ *praecipe*, a record of the transaction was entered on the Pipe Rolls. Among the entries involving Jews for 1130-31 are the following:

Rubi Goisce and other Jews to whom earl Ranulf was indebted, owe 10 Marks of gold for that the king might help them to recover their debts against the earl.  
Abraham and Deusiesail, Jews, render account of one mark of gold that they might recover their debts against Osbert de Leiteaster.

*Id.* at 14-15 (translated from the abbreviated Latin in which the Pipe Rolls were written). Twelfth-century Pipe Rolls also survive for the years 1155 to 1200. *Id.* at 305. Joseph Jacobs has collected and translated many of the entries involving Jews in these Pipe Rolls. See generally *id.* at 44-221 (interspersing select entries from Pipe Rolls from 1155 to 1206).

111. *Id.* at 234.

112. Cf. H.G. RICHARDSON, *supra* note 11, at 112-13 (Pipe Rolls indicate most actions in which Jews were plaintiffs were for recovery of money lent or mortgaged land).

113. R.C. VAN CAENEGBEM, *supra* note 86, at 254.

114. GLANVILL, *supra* note 68, Book X, ch. 2, at 116-17 (emphasis added). The writ of debt in Glanvill's original Latin read:

Rect vicecomiti salutem. Precipe N. quod iuste et sine dilatione reddat R. centum marcas quas ei debet ut dicit, et unde queritur quod ipse et iniuste deforciat. Et nisi fecerit, sumone eum per bonos summonitores quod sit coram me uel iusticiis meis apud Westmonasterium a clauso pascha in quindecim dies, ostensusur quare non fecerit. Et habeas ibi summonitores et hoc breue. Teste etc.

*Id.* This translated in English:

The king to the sheriff, greeting. Order N. to give back justly and without delay to R. a hundred marks which he owes him, so he says, and of which he complains that he deforces

resembles that of the classic *praecipe* for land.<sup>115</sup> Specifically, the writ of debt adopted the words "unjustly deforces" (*unde . . . et iniuste deforciet*)<sup>116</sup> from the *praecipe*.<sup>117</sup> To "deforce" is to wrongfully withhold possession of land from one who is lawfully entitled to it.<sup>118</sup> The impropriety of the transplanted terminology, therefore, lies in the sense of the wrong conveyed by the words, "unjustly deforces," which calls for an immediate remedy for an egregious interference with land tenure. But the underlying complaint was default on a debt. Thus the terms of the writ appear to ask for inappropriate relief. Noting the apparent confusion,<sup>119</sup> van Caenegem indicates that Jews were the principal beneficiaries of the early writ.<sup>120</sup>

The "misuse" of the words "unjustly deforces" in the early writs conveys more than just the verbal conservatism of the early common law. Use of the term implies an underlying land obligation securing a certain sum, which strongly suggests the existence of an arrangement like the Jewish shetar. Here, however, the King himself compelled payment in money or in land to be made by the debtor found in breach of a private agreement. The term "deforce," then, communicates the Jew's ability to circumvent the procedural limitations of personal actions.

R.L. Henry has suggested, alternatively, that the writ used "deforce" to connote a breach of the King's peace: as an empty incantation with the single purpose of lending substance to a claim of the King's jurisdiction.<sup>121</sup> The King did not customarily intervene in private disputes.<sup>122</sup> The purported fiction was

him unjustly. And if he does not do it, summon him by good summoners that he be before me or my justices at Westminster a fortnight after the octave of Easter to show why he has not done it. And have there with you the summoners and this writ. Witness: N. At M.

R.C. VAN CAENEGEM, *supra* note 86, at 437.

115. R.C. VAN CAENEGEM, *supra* note 86, at 254; see also 2 F. POLLOCK & F.W. MAITLAND, *supra* note 3, at 173 (writ of debt as given by Glanvill closely similar to writ of right for land known as the *Praecipe in capite*).

116. Approximately: "of which [he] unjustly deforces him." See *supra* note 114 for complete text of writ.

117. R.C. VAN CAENEGEM, *supra* note 86, at 254; 2 F. POLLOCK & F.W. MAITLAND, *supra* note 3, at 204.

118. See D. WALKER, *supra* note 17, at 347 (defining deforcement).

119. See R.C. VAN CAENEGEM, *supra* note 86, at 254 ("unjustly deforces" was "inappropriate in a personal action for debt, although appropriate enough in a real action for tenure"). Others have also noted the peculiar wording of the writ. See R.L. HENRY, CONTRACTS IN THE LOCAL COURTS OF MEDIEVAL ENGLAND 15 (1926) ("[a] person who does not pay his debt may be said to detain something which does not belong to him, but he can hardly be said to 'deforce'"); 2 F. POLLOCK & F.W. MAITLAND, *supra* note 3, at 204-05 (noting peculiarity and explaining it: "The bold crudity of archaic thought equates the repayment of an equivalent sum of money to the restitution of specific land or goods"); A.W.B. SIMPSON, A HISTORY OF THE COMMON LAW OF CONTRACT, THE RISE OF THE ACTION OF ASSUMPSIT 55-56 (1975) (noting peculiarity and concluding: "The use of the word *deforciet* may look slightly curious in a debt writ, but again its use in all probability is not significant").

120. R.C. VAN CAENEGEM, *supra* note 86, at 437.

121. R.L. HENRY, *supra* note 119, at 16. Henry first notes the anomaly posed by the formal declaration in debt litigation in the seigniorial courts. There, the plaintiff's claim that the defendant "detains and deforces" the amount of the debt sometimes was supplemented by "against the peace of the lord." *Id.* at 15. Henry theorizes that the local formula mimicked those used in the King's court, because the local lords, like the King, wanted to usurp the traditional jurisdiction of the hundred and county courts.

122. See GLANVILL, *supra* note 68, Book X, ch. 8, at 124 ("[i]t is not the custom for the court of the lord king to protect or warrant private agreements of this kind concerning the giving or receiving of things as a gage, or other such agreements, whether made out of court or in courts other than that of the lord king; it follows that, if such agreements are not kept, the court of the lord king will not concern

that withholding payment on a debt breached the King's peace. Henry argues that the formalism was dropped once the action was well-established and the fiction no longer necessary.<sup>123</sup>

But the invocation of the King's peace has another explanation, derived from the unique relationship between the King and his Jews. Because the early actions at debt were principally on behalf of Jews, and because Jews claimed their rights in the King's name, all obligations owed to them were ultimately owed to him.<sup>124</sup> Withholding a debt owed, even indirectly, to the King is a breach of the King's peace that requires no legal fiction. If the price of the writ was paid, the King's courts were ready to stand behind a Jewish creditor's complaint in debt. To enforce the debt was to restore peace to a small part of the realm.

Use of the term "deforce" symbolizes the courts' interference with rights in land. Used to imply "breach of the peace," it invokes the image of the King's wrath. The otherwise puzzling formalism signaled an institutional conflict: in the courts of feudal England, land tenure had been distinct from personal rights in law. Jews were asking the courts to award land—to compel transfer of property to satisfy a personal obligation—before final judgment.<sup>125</sup> Because the King was, in effect, the real party in interest, the interference with land tenure was done with his consent and support. Lacking the King's hand, the action would have been impossible. Only the King's interest in enforcing Jewish creditors' remedies could make possible this invasion of land beyond the limits of relief in personal actions.

The traditional Jewish procedure governing lien-accompanied debt was an innovation in feudal society. The embryonic legal system lacked the terminology to describe a private judicial proceeding for money that jeopardized possession of land. From this came the hybrid use of the term "deforce." "Deforce" disappeared from the King's court shortly after the time of Glanvill,<sup>126</sup> approximately the time when Jewish litigation had been removed to the newly established Exchequer of the Jews.<sup>127</sup> In the seigniorial courts, the term fell into disuse by 1291,<sup>128</sup> one year after the expulsion of the Jews from England. Though this may be adventitious, the decline of the phrase and its underlying Royal obligation coincides with the decline of the Jews in England. When the King's Jew was no longer the creditor, default on a debt no longer implicated the interest of the Royal treasury.

#### B. THE EXCHEQUER OF THE JEWS

At no time during their two-century presence in England were the Jews perceived as more than a necessary evil: a source of capital. The Jews, welcomed

itself with them, and is therefore not bound to pronounce upon the rights or privileges of the several prior or subsequent creditors").

123. R.L. HENRY, *supra* note 119, at 16.

124. See *supra* text accompanying notes 64-65 (Jews held property ultimately for King).

125. See H.G. RICHARDSON, *supra* note 11, at 84-98 (explaining method by which Jews who had been awarded land liquidated their interest in it).

126. 2 F. POLLOCK & F.W. MAITLAND, *supra* note 3, at 173.

127. See *infra* notes 129-48 and accompanying text (discussing Exchequer of the Jews).

128. R.L. HENRY, *supra* note 119, at 15.



as moneylenders, were despised as creditors. So long as the King enforced the Jews' debt instruments, the best way to avoid obligation was to attack the Jewish community, destroying people and records. Sporadic incidents culminated in riots against the Jews during the Coronation of Richard I in 1189 and in the Massacre at York in 1190.<sup>129</sup> Besieged by the mob, hundreds of the York Jews chose death over baptism. The warriors, joining religious hatred to their economic motivation, were quick to destroy the deposits of shetars held within the Jewish community. At York, the riot was instigated by Richard Malebysse, a nobleman deeply indebted to the Jews. After 500 Jews died in the Citadel, Malebysse led the mob to the Cathedral, where they destroyed the debt records, which had been held for safety in the Chapter House. When the smoke cleared, both creditor and debt had been eradicated.<sup>130</sup>

Following his return from the Crusades and release from captivity,<sup>131</sup> Richard I was displeased by the attacks on his Jewish moneylenders. Because duplicates did not exist for many of the documents destroyed, the King was unable to collect debts that would otherwise have escheated to him. He was concerned with preserving a record of debts owed to ensure their payment. By 1200, this concern prompted the establishment of Archæe (Registry of Bonds) and of the Exchequer of the Jews.<sup>132</sup>

Archæe were established in all towns with sizeable Jewish populations. The registries consisted of Chirograph Chests and four Chirographers—two Christians and two Jews—and their clerks.<sup>133</sup> The Chirograph procedures were strongly reminiscent of traditional Jewish practice.<sup>134</sup> All bonds were to be formalized in the presence of the official witnesses, and immediately duplicated.<sup>135</sup> The original and duplicate were usually written on the same skin and were divided by an irregular cut, producing corresponding tallies.<sup>136</sup> The Archa retained the duplicate, which was called the *pes* or "foot" of the bond, while the creditor retained the original, with the debtor's seal affixed.<sup>137</sup> When the debtor satisfied the debt, the creditor gave the debtor a deed of acquittance.<sup>138</sup> The debtor could then prove satisfaction of the debt only by deliver-

129. J.M. RIGG, *supra* note 13, at xvii-xviii.

130. *Id.*; H. MARGOLIS & G. MARX, A HISTORY OF THE JEWISH PEOPLE 384-88 (1965 reprint). M.D. Davis' collection of shetars includes one recording substantial debts owed by Richard Malebysse. ("out of the great debt which he owes to my master Aaron, and for which I gave him this writing.") In the Hebrew versions of the documents, his name is translated into the Hebrew for "evil beast" (*khayash rash*), the literal translation of the Norman surname. M.D. DAVIS, *supra* note 42, at 288. This translation was a playful, though prophetic, pun by the creditor. The Hebrew phrase is used in the Book of Genesis by Jacob's sons to describe the animal they falsely claim has devoured their brother Joseph. *Genesis* 37:33. This biblical passage would have been read in synagogues the same week this shetar was written. M.D. DAVIS, *supra* note 42, at 288.

131. The government assessed the Jews 5,000 marks of the 100,000 mark ransom for the release of Richard I. 4 S. BARON, *supra* note 3, at 81-82.

132. J.M. RIGG, *supra* note 13, at xviii-xix; 1 W. HOLDSWORTH, *supra* note 80, at 45-46.

133. J.M. RIGG, *supra* note 13, at xviii-xix. Chirograph, literally "handwriting," was the term used for the written documents.

134. See *supra* notes 34-40 and accompanying text (describing documentary procedure of shetar).

135. J.M. RIGG, *supra* note 13, at xix.

136. See generally STARRS AND CHARTERS, *supra* note 42 (photographic plates of bonds, showing irregular cut).

137. J.M. RIGG, *supra* note 13, at xix.

138. *Id.* The acquittance frequently was written on the back of the original bond of debt. 1 STARRS AND CHARTERS, *supra* note 42, at xiv-xv.

ing the acquittance to the Archa, for which he obtained the *pes*, which cancelled the debt.<sup>139</sup> No debt, acquittance, or assignment of debt was valid unless filed in the Chirograph Chest, which could be opened only by order of the Exchequer or in the presence of a majority of the Chirographers.<sup>140</sup>

The King's Exchequer oversaw the King's accounts. A contemporary treatise described its organization and duties: the "Dialogue of the Exchequer."<sup>141</sup> Litigation of Jewish debt instruments comprised a substantial portion of the Exchequer's business, so much so that a separate branch was created to try Jewish causes.<sup>142</sup> Beginning in 1198, "Custodes Judaeorum," or "Wardens of the Jews," were appointed,<sup>143</sup> subordinate to the Exchequer.<sup>144</sup> The Custodes Judaeorum were the first Justices of the Jews. They exercised exclusive jurisdiction over all matters involving Jews and Christians, except those in which the Jew was criminally accused.<sup>145</sup> During the thirteenth century they were charged with enforcing the shetars of the Jews.<sup>146</sup> This special branch of the Exchequer could effectively ascertain the amounts due the King's treasury via the King's Jews.<sup>147</sup>

The Chirograph Chests preserved the bonds of debt and the deeds of acquittance, and the Archæe preserved the Chirograph Chests.<sup>148</sup> Many of the pleas brought before the Exchequer of the Jews still survive, and a substantial body of legal paper memorializes the interaction of the thirteenth-century British legal system with the Jewish law of the shetar. Surviving records indicate that the Exchequer of the Jews presided over matters arising from the full range of interactions between Christians and Jews. The primary document offered to prove the transfer of interest in land and the establishment, transfer, or satisfaction of a debt was the shetar.

### C. IN THE MATTERS OF COK HAGIN

The records of the Exchequer reveal the tensions between several elements: the King's thinly disguised economic interest, the court's struggle between formalism and alien law, inter-religious suspicions, and everyday venality. Within the pleas of the Exchequer of the Jews, the appearances of one recur-

139. J.M. RIGG, *supra* note 13, at xix.

140. 1 W. HOLDSWORTH, *supra* note 80, at 45. By 1240, the system had changed: the sealed bond was kept in the Archa, and copies were given to both the creditor and the debtor. 1 STARRS AND CHARTERS, *supra* note 42, at xv.

141. DIALOGUS DE SCACCARIO, *supra* note 68. The unknown author of the 12th century (ca. 1176) "dialogue" describes the exchequer board, a table covered with a checkered cloth, from which the court derived its name. The members of the court sat around an oblong table, ruled off into squares to facilitate a system of accounting (described in detail in the "Dialogus") used to determine debts owed to the King. *Id.* at xxxv-xxxix, 6-7; see also 1 F. POLLOCK & F.W. MATTLAND, *supra* note 3, at 191-92 (describing Exchequer as compound institution: judicial tribunal and financial bureau).

142. J.M. RIGG, *supra* note 13, at xi.

143. *Id.* Of the original four "wardens," Simon de Pateshull, Henry de Wichenton, Benedict de Talemont, and Joseph Aaron, the latter two were Jews. *Id.*

144. 1 W. HOLDSWORTH, *supra* note 80, at 45-46. The Barons of the Exchequer could annul the judgments of the Custodes Judaeorum. *Id.*

146. See generally J.M. RIGG, *supra* note 13, at 3-134 (a collection of pleas before the Exchequer of the Jews from 1220 to 1285).

147. See *id.* at xx (King could order scrutiny of Archæe to determine financial position of Jews; when done, Archæe closed under triple lock and seal and all business suspended).

148. *Id.* at xix.

rent litigant, Cok Hagin,<sup>149</sup> sometime Chief Rabbi,<sup>150</sup> serve as an exemplar of the cultural contact between Jew and Christian. Cok's changing fortunes illustrate not only the limits of the Jews' personal freedom in English society, but also the extensive reliance on Jewish legal practice in the King's court.

Cok's first appearance was in 1272, when the Queen, through her clerk, claimed from him 100 pounds "in ready money." Instead of paying immediately, Cok acknowledged debts to the Crown amounting to 100 pounds, but not in ready money, and asked that the King's Council render judgment. To support the Queen's claim, the Queen's agent appealed to the King's Council, the Queen's Council, and the eyewitnesses to the making of the agreement. Cok agreed to pay the debt in two installments and named four Jews as sureties. If he defaulted, they, equally with him, would be subject to distraint of their lands, debts owing, chattels, and their bodies.<sup>151</sup>

In 1273, Cok appeared with several others to pay a partial sum to delay the tallage assessed in the Easter Term of the first year of Edward I's reign. They asked respite for the greater part owed, and agreed on a penalty that each would owe in default.<sup>152</sup> Later that year, the court noted that the appointed date had passed without payment of tallage or penalty. The penalty was assessed and paid.<sup>153</sup>

One year later, Cok Hagin appeared as co-surety to receive custody of Joce Bundy, a Jew who was charged with lending "money to Christians by blank tallies,"<sup>154</sup>—leaving blank the amount due until after the debtor had signed.<sup>155</sup> Additionally, Bundy was charged with having lived, for some time, in Rayleigh without the King's license. For this offense all Bundy's goods and chattels were forfeit to the Crown. When Bundy failed to appear for his appointed court date, the court found Cok Hagin and his co-surety "in mercy."<sup>156</sup>

In 1275, the King notified his Justices that he had granted all of Cok Hagin's possessions as gifts to his "dearest Consort, Eleanor, Queen of England." She was to receive all of the Jew's debts owing and all his goods and chattels. These were forfeit because Cok Hagin was excommunicate for refusing to submit to trial "according to the Law and Custom of the Jewry."<sup>157</sup> Edward con-

149. "Cok Hagin" is an English corruption of the Hebrew name Yitzhak Hayim. C. ROTH, *ESSAYS AND PORTRAITS IN ANGLo-JEWISH HISTORY* 24 (1962); C. ROTH, *HISTORY OF THE JEWS IN ENGLAND* 93-94 (1941).

150. J.M. RIGG, *supra* note 13, at 119 n.1.

151. *Id.* at 67-68. Here, not only the principal, but also his sureties are subject to real actions arising out of a personal obligation.

152. *Id.* at 77.

153. *Id.* at 77.

154. *Id.* at 82.

155. *Id.* at 82 n.1.

156. *Id.* at 82-83. "In mercy" means subject to fine or punishment at the discretion of the court. BLACK'S LAW DICTIONARY 708 (rev. 5th ed. 1979).

157. *Id.* at 87-88. The offense, apparently, is one "against his Law," indicating that the Jew had transgressed against Jewish doctrine rather than against a secular command. *Id.* Other sources report that Cok Hagin was, at the time, on the losing side of a power struggle within the Jewish Community. C. ROTH, *ESSAYS AND PORTRAITS IN ANGLo-JEWISH HISTORY*, *supra* note 149, at 25.

In their own religious courts, Jews were subject to penalties of excommunication for violation of Jewish law. Religious courts operated independently of the Crown, whose control began only when the defendant was ejected from the protection of his community and formal social position. The excommunicate Jew or the Jew who converted forfeited his goods to the King. See J.M. RIGG, *supra* note 13, at 87-88, 96 (excommunicated Jew); *id.* at 99-100 (converted Jew). On leaving his community, a Jew

ditioned this gift to Eleanor upon her making good to the King, before Christmas, "the arrears of the last tallage assessed upon him, the Jew."<sup>158</sup>

By 1282, in the tenth year of Edward's reign, Cok was again doing business.<sup>159</sup> In that term, Cok summoned Roger de Ling to answer for the principal and interest owed on a debt represented by one Chirograph, sworn to be duplicated in the London Chirograph Chest.<sup>160</sup> In the same year, Cok's real estate deals apparently proliferated. In return for a fee interest in a plot of land and a house in London, he exchanged a nine-year term on a farm in Essex in which he had a liveried interest.<sup>161</sup> The farm had been obtained "on account of divers debts" of the former owner, a knight.<sup>162</sup> The prior agreement, transferring the farm, was duly enrolled at the Exchequer. For his new property, Cok Hagin agreed to pay yearly, at Easter, "one gillyflower" to the former tenant and also to render "to the capital lords of the fee the services due and wanted therefor, in discharge of all secular services, customs, and all things exacted and demanded."<sup>163</sup> The two charters, granting respectively the properties to their new owners, contain the warranties, witness attestations, seals, and signatures required by the law of the shetar. The court received these elements as proof of the agreement's validity. The court also recorded that the Queen's attorney was present to give her consent and acknowledged—ment to Cok Hagin's document.<sup>164</sup>

Cok Hagin's last appearance is as one of a group of the descendants of Master Elias joining together to acknowledge, by their shetar, the acquittance of an ancient debt to their father. As his heir they released the debtor "from the creation to the end of the world." "By spontaneous and unanimous consent," they discharged the debt as fully paid.<sup>165</sup>

The surviving records of the Exchequer of the Jews cover a limited period (1220-1284). Cok Hagin's experience is representative insofar as it illustrates personal and religious disputes, shetars of property transfer, debt registration

abandoned the role of holding goods for the ultimate use of the King. See *id.* at 61 (goods forfeited by Jew living without King's license, outside Jewish community). The King would have been eager to encourage enforcement of Jewish law, at least to the extent of seizing the goods of those excommunicated.

158. J.M. RIGG, *supra* note 13, at 87.

159. The Queen had encouraged the King to confirm Cok Hagin's election as Chief Rabbi in 1281. *Id.* at 119 n.1. His excommunication apparently had been temporary.

160. *Id.* at 117.

161. *Id.* at 118-20. By a royal edict of 1271, Jews were forbidden to own land. See *Mandatum Regis Super Terris et Feodis Judaeorum in Anglia. Anno Regni Regis Henrici Quinquagesimo Quinto* (Mandate of the King Touching Land and Fees of Jews in England. The Fifty-fifth Year of the Reign of King Henry) (A.D. 1271) printed in J.M. RIGG, *supra* note 13, at 1-iv (mandate of Henry III prohibiting Jews to have "freehold in manors, lands, tenements, fees, rents or tenures of any kind whatsoever by charter, grant, feoffment, confirmation, or any kind of obligation, or in any other manner," but permitting Jews to dwell in houses in the city). Despite this prohibition, the exchequer record clearly states that Cok Hagin had taken the land "by livery"—i.e., by livery of seisin, a form of land tenure denied the Jews by the preceding edict. Perhaps this was possible through some direct intervention of the Queen or because he held in her name only.

162. J.M. RIGG, *supra* note 13, at 118.

163. *Id.* at 120. It is doubtful that Cok here submitted to knight service, per se, but he likely assumed all taxes (including scutage fees) assessed on the property. *Id.* at xiii (Jew could not swear homage or fealty, which were necessary duties of freeholder in feudal system).

164. J.M. RIGG, *supra* note 13, at 118-20. Cok Hagin was apparently the Queen's chattel. She, not the King, would have power to affirm or deny his actions.

165. *Id.* at 133-34.



and acquittance, and a royal conveyance whereby his goods and, arguably, he himself were granted to the Queen. The Exchequer enforced the law "according to the customs of the Jewry" for nearly a century until the expulsion in 1290. Over time, the alien ways of the Jews had become the subject of everyday litigation in the King's courts.

#### IV. CONCLUSION: THE EXODUS AND WHAT THE JEWS LEFT BEHIND

Ruling during an era of socio-economic change (1272-1307), Edward was wont to legislate accordingly. And Edward was weary of the Jews.<sup>166</sup> Thus he issued laws forbidding the Jews from holding real property, denying them usurious practice, and ordering them to wear distinctive dress and identifying badges.<sup>167</sup>

Even as he restricted Jewish moneylenders, Edward expanded the universe of non-Jewish moneylending. He had before him a model of secured debt contracts, enforced for centuries by the royal courts for the royal usurers. In the Statute of Merchants of 1285,<sup>168</sup> Edward extended to creditors the forms of registry, remedy, and enforcement that had previously been the substance of the Exchequer of the Jews.<sup>169</sup> Under the Statute, a debtor acknowledged the existence of his debt before the Mayor and one of the recording clerks. The clerks recorded the debt in two rolls, one to remain with the Mayor, one with the clerks. In his own recognizable handwriting, the clerk prepared a debt instrument, to which the debtor affixed his seal and the officials affixed the King's seal. This instrument was given to the creditor, who would present it to the Mayor and the clerks to prove his rights if the debtor defaulted.<sup>170</sup>

More than the enrollment procedures paralleled the structures of the Exchequer of the Jews. The remedies also extended to Christian creditors the relief formerly available only to Jews.<sup>171</sup> No longer was a Christian creditor's

166. See T. TOUT, EDWARD THE FIRST 161 (1909) ("Edward disliked the Jews both on religious and economical grounds").

167. *Id.* at 160-62. Edward was following Henry III's precedent, issuing special restrictions for Jews. See J.M. RIGG, *supra* note 13 at xlviii-lxi (provisions of Henry III and Edward I). Additionally, Edward's Statutes of Jewry of 1275, *see supra* note 28 (dating statute), denied legal process for the recovery of interest and limited execution on the principal due to one-half of the debtor's land and chattels. J.M. RIGG, *supra*, at xxxviii. English practice no longer required Jewish jurors in cases involving Christians and Jews. Articles Touching the Jewry (undated statute of Edward I, which internal evidence indicates was issued after 1284) *printed in* J.M. RIGG, *supra*, at lvi, xli.

168. Statute of Merchants, 1285, 13 Edw., Stat. 3. The Statute of Acton Burnel, 1283, 11 Edw., which was enacted two years before the Statute of Merchants, had been intended to establish a speedy remedy for merchant creditors. Because the sheriffs had failed to apply the statute correctly, the Statute of Merchants of 1285 re-enacted and expanded its provisions. 1 A.W. RENTON, ENCYCLOPAEDIA OF THE LAWS OF ENGLAND 116 (1897).

169. Statute of Merchants, 1285, 13 Edw., Stat. 3.

170. *Id.*

171. See *supra* text accompanying notes 97-109 (comparing remedy available to Jewish creditor under shekar with remedy available to Christian creditor under early common law). In the same year that the Statute of Merchants was enacted, a Christian creditor, for the first time in English law, was

relief before judgment limited by the debtor's absence. If the Christian creditor presented to the Mayor a matured, acknowledged debt instrument corresponding to an enrolled debt, he had established full right to relief.<sup>172</sup> If the debtor did not pay, the creditor eventually obtained access to the debtor's lands,<sup>173</sup> even as the Jews had done for years. And if the creditor were ejected from the debtor's lands, he could bring an assize of novel disseisin to be put back in possession.<sup>174</sup> The Statute of Merchants expressly allowed merchants "damages, and all necessary and reasonable costs in their labors, suits, delays, and expenses,"<sup>175</sup> the same label that disguised otherwise usurious interest in Jewish contracts.<sup>176</sup> Finally, the King assumed the duty of maintaining the Roll of Debts, affixing his seal next to the debtor's and charging one penny for each pound of obligation.<sup>177</sup> The new law expressly excluded Jews.<sup>178</sup>

Five years after the Statute of Merchants, Edward I expelled the Jews from England. Religious hostility was rife. Repeated tallages had depleted the Jews' resources and lessened their value to the King's purse.<sup>179</sup> No longer were the Jews the unique source of credit in England.<sup>180</sup> By the Statute of Merchants, Edward had granted to all non-Jewish creditors the same remedies and procedural rights previously available to Jews. Debts were secured by land, and the security interest survived the death of the creditor and the alienation of the property.

In addition to the property that escheated to the King on their departure,<sup>181</sup> the Jews left behind a law of debtors and creditors developed in the Talmud,

permitted to elect his remedy. Pollock and Maitland trace the writ of *elegit* (election of remedies) to the adoption by the Second Statutes of Westminster, 1285, 13 Edw., Stat. 1, ch. 18, of the remedy formerly available only to Jewish creditors. 1 F. POLLOCK & F.W. MAITLAND, *supra* note 3, at 475. The election was between a writ of *heri facias* and transfer of the debtor's property to the creditor. Second Statutes of Westminster, 1285, 13 Edw., Stat. 1, ch. 18.

The Statutes of Westminster introduced another innovation: where before, judgment in debt could be executed only from the debtor's chattels and the fruits of his lands, A.W.B. SIMPSON, *supra* note 119, at 87, now only one half of the debtor's land and his "Oxen and Beasts of the Plough" were immune from execution. Second Statutes of Westminster, 1285, 13 Edw., Stat. 1, ch. 18.

172. Statute of Merchants, 1285, 13 Edw., Stat. 3. See also A.W.B. SIMPSON, *supra* note 119, at 127-28 (describing creditor's procedure for relief under Statute of Merchants).

173. See Statute of Merchants, 1285, 13 Edw., Stat. 3 (upon creditor's presentation of debt instrument to Mayor, debtor arrested and imprisoned; if he has not paid within three months, he is enabled to sell his lands or chattels to satisfy the debt; if he still has not paid in another three months, a reasonable portion of his lands and chattels are delivered to the creditor to hold as security against ultimate repayment or until the debt is satisfied out of their proceeds). See also A.W.B. SIMPSON, *supra* note 119, at 127-28 (same).

174. Statute of Merchants, 1285, 13 Edw., Stat. 3; cf. text accompanying note 102 (same remedy had been denied ejected creditor who had held by gage).

175. Statute of Merchants, 1285, 13 Edw., Stat. 3 (translation from 1 STATUTES OF THE REALM, *supra* note 28, at 100 n.4).

176. See J.M. RIGG, *supra* note 13, at xxviii-xxxix (although Statutes of Jewry prohibited their usurious practices, Jewish creditors concealed interest charges as expenses of recovery or penalties for defaults on installments).

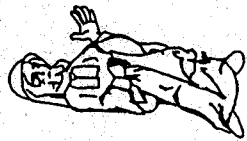
177. Statute of Merchants, 1285, 13 Edw., Stat. 3. At fairs, the cost was one and one-half pennies per pound. *Id.*

178. *Id.*

179. See 10 S. BARON, *supra* note 3, at 109 (in 1271, the Jews were unable to raise a 6,000 mark tallage imposed for Prince Edward's Crusade).

180. *Id.* at 109-13. As Jewish revenues dropped, Edward borrowed from Italian and Cahorsin merchants. *Id.* at 113.

181. *Id.* at 114. Edward allowed the Jews to take their movable property. T. TOUT, *supra* note 166, at 162.



*Interdicta est iudeis licentia usurandi.*

Illustration of Jew wearing badge required by 1275 Statute forbidding Jews the practice of usury. (MS British Museum)

introduced in the Exchequer, and preserved in the laws of England. Traces of the shejar procedure survived for centuries in English law. A sealed debt continued to be dischargeable only by a deed of release or by cancellation or destruction of the debt instrument.<sup>182</sup> The practice of debt cancellation by requiring return of the *pes* of the chirograph continued from 1194 until its abolition by statute in 1833.<sup>183</sup>

Most important, the encumbrance of real property permitted by the Jewish Law of the shejar had been adopted by English law. Bonds contained the traditional Hebrew formula pledging "all my goods, movable and immovable."<sup>184</sup> Creditors had the statutory right to execute against the debtor's land. No longer were personal obligations and rights in land rigidly separate. Even while Edward was divesting himself of his Jewish moneylenders, he made their legacy permanent. A small but significant principle of Jewish Law, wherein personal debt superseded rights in real property, had become the law of the land.

*Judith A. Shapiro*

182. A. KIRALFY, *THE ENGLISH LEGAL SYSTEM* 53 (6th ed. 1978); C.H.S. FIFOOT, *HISTORY AND SOURCES OF THE COMMON LAW* 231-33 (reprint 1970).

183. F. LINCOLN, *supra* note 13, at 136-38. See *supra* text accompanying notes 137-39 (describing documentary procedure of Archba, under which *pes* was returned to debtor by Archba when debt was paid).

184. J. RABINOWITZ, *supra* note 4, at 254-55. Some bonds further mimicked the shejar, extending the lien to all goods "present and future." *Id.*

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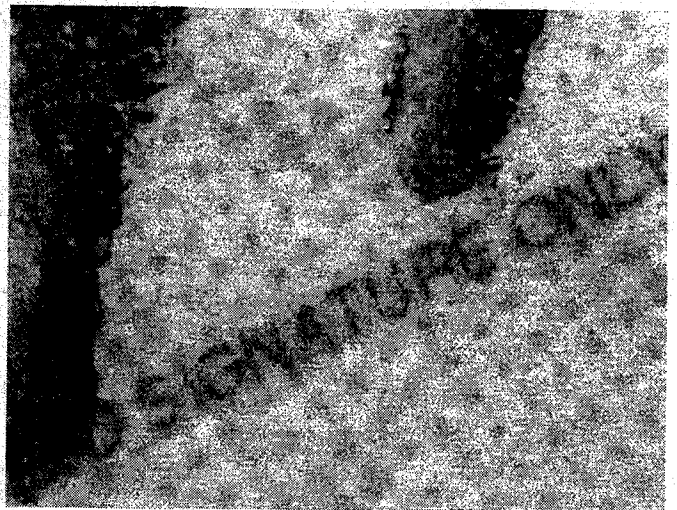
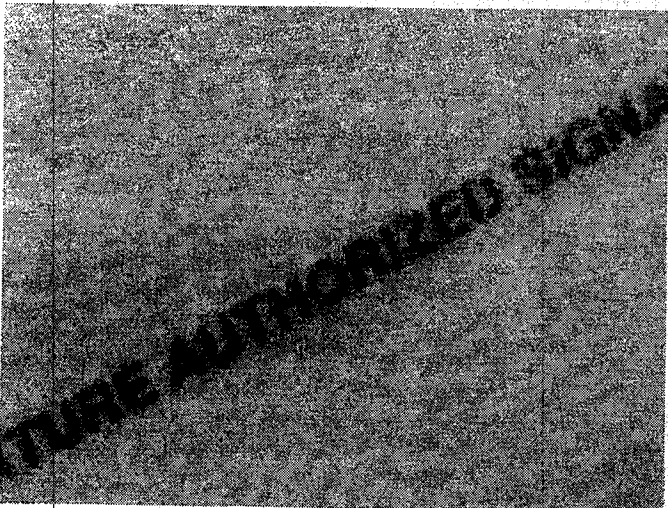
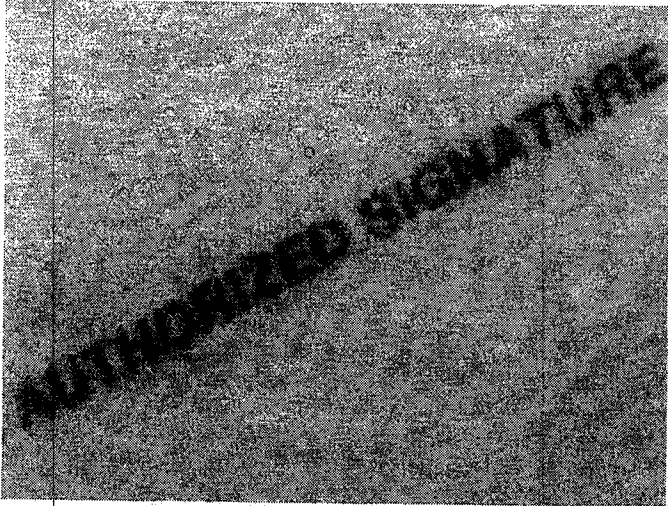
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409 East Gaines Street  
Tallahassee, FL 32399

## Georgia

No filings at Secretary of State; file with the Clerk of Superior Court.

Phone: (404) 327-9058, Georgia Superior Court Clerks' Cooperative Authority

Website: [www2.gsccca.org/Projects/aboutucc.html](http://www2.gsccca.org/Projects/aboutucc.html)

Email: [www2.gsccca.org/comments.html](http://www2.gsccca.org/comments.html)

## Hawaii

Dept of Land & Natural Resources  
Bureau of Conveyances  
P.O. Box 2867  
Honolulu, HI 96803

Phone: (808) 587-0152

Website: [www.state.hi.us/dlnr/bc/FeeSchedule.html](http://www.state.hi.us/dlnr/bc/FeeSchedule.html)

Email: [www.state.hi.us/dlnr/bc/GenInfo.htm](http://www.state.hi.us/dlnr/bc/GenInfo.htm)

Dept of Land & Natural Resources  
Bureau of Conveyances  
1151 Punchbowl Street  
Honolulu, HI 96813



## Idaho

Secretary of State, UCC Division  
P.O. Box 83720  
700 West Jefferson  
Boise, ID 83720-0080  
Phone: (208) 334-3191  
Website: [www.idsos.state.id.us/ucc/uccindex.htm](http://www.idsos.state.id.us/ucc/uccindex.htm)  
Email: [sosinfo@idsos.state.id.us](mailto:sosinfo@idsos.state.id.us)

## Illinois

Secretary of State, UCC Department  
Howlett Building, Room 30  
501 South 2<sup>nd</sup> Street  
Springfield, IL 62756  
Phone: (217) 782-7519  
Website: [www.sos.state.il.us/](http://www.sos.state.il.us/)  
Email: [Mstandley@ilsos.net](mailto:Mstandley@ilsos.net)

## Indiana

Secretary of State, Business Services Division – UCC  
302 Washington Street, West Room E-018  
Indianapolis, IN 46204  
Phone: (317) 233-3984  
Website: [www.ai.org/sos/bus\\_service/](http://www.ai.org/sos/bus_service/)  
Email: [www.state.in.us/serv/contact?src=%2fsos%2fbusservice%2fucc%2findex.html](http://www.state.in.us/serv/contact?src=%2fsos%2fbusservice%2fucc%2findex.html)

## Iowa

Secretary of State, UCC Division  
Hoover Building; East 14<sup>th</sup> & Walnut Street  
Des Moines, IA 50319  
Phone: (515) 281-5204  
Website: [www.sos.state.ia.us/business/services.html](http://www.sos.state.ia.us/business/services.html)  
Email: [sos@sos.state.ia.us](mailto:sos@sos.state.ia.us)

## Kansas

Secretary of State, UCC Division  
Memorial Hall  
120 Southwest 10<sup>th</sup> Street  
Topeka, KS 66612-1594  
Phone: (785) 296-4564  
Website: [www.kssos.org/uccwelc.html](http://www.kssos.org/uccwelc.html)  
Email: [KathyS@kssos.org](mailto:KathyS@kssos.org)

## Kentucky

Secretary of State, UCC Division P.O. Box 1470 Frankfort, KY 40602-1470 Phone: (502) 573-0265 Website: <a href="http://www.sos.state.ky.us/intro/uccfilings.htm">www.sos.state.ky.us/intro/uccfilings.htm</a> Email: None as of this printing.	Secretary of State, UCC Division 363 Versailles Road Marc Manor Plaza Frankfort, KY 40601-3492
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## Louisiana

(File at County Recorder; filings are data-based, tied in with State filings)  
Secretary of State  
P.O. Box 94125  
Baton Rouge, LA 70804-9125  
Phone: (225) 342-5542; State Assistance: (800) 256-3758  
Website: [www.sec.state.la.us/comm.comm-index.htm](http://www.sec.state.la.us/comm.comm-index.htm)  
Email: [osc@sec.state.la.us](mailto:osc@sec.state.la.us)

## Maine

Secretary of State – UCC Filing Section  
Bureau of Corporations and Elections  
State Office Building, Room 221  
101 Statehouse Station  
Augusta, ME 04333-0101  
Phone: (207) 287-4177  
Website: [www.state.me.us/sos/corp/ucc.htm](http://www.state.me.us/sos/corp/ucc.htm)  
Email: [cec\\_corporations@state.me.us](mailto:cec_corporations@state.me.us)

## Maryland

Department of Assessments and Taxation  
301 West Preston Street, Room 809  
Baltimore, MD 21201  
Phone: (410) 767-1459  
Website: [www.dat.state.md.us/sdatweb/charter.html#ucc](http://www.dat.state.md.us/sdatweb/charter.html#ucc)  
Email: [www.dat.state.md.us/sdatweb/feedback.html](http://www.dat.state.md.us/sdatweb/feedback.html)

## Massachusetts

Secretary of State, UCC Division  
One Ashburn Place, Room 1711  
Boston, MA 02108  
Phone: (617) 727-2860, (617) 727-2800  
Website: [www.state.ma.us/sec/cor/coruccionf.htm](http://www.state.ma.us/sec/cor/coruccionf.htm)  
Email: [laurie.Flynn@sec.state.ma.us](mailto:laurie.Flynn@sec.state.ma.us)

## Michigan

Department of State, UCC Unit P.O. Box 30197 Lansing, MI 48909-7697 Phone: (517) 322-1144 Website: <a href="http://www.sos.state.mi.us/">www.sos.state.mi.us/</a> Email: <a href="mailto:NickersonJ@state.mi.us">NickersonJ@state.mi.us</a>	Department of State, UCC Unit Secondary Complex 7064 Crowner Plaza Dimondale, MI 48821
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## Minnesota

Secretary of State, UCC Division  
180 State Office Building  
100 Constitution Avenue  
Saint Paul, MN 55155-1299  
Phone: (651) 296-2803  
Website: [www.sos.state.mn.us/uccd/index.html](http://www.sos.state.mn.us/uccd/index.html)  
Email: [ucc.dept@sos.state.mn.us](mailto:ucc.dept@sos.state.mn.us)



## Mississippi

Secretary of State  
Business Services Division, UCC Division  
401 Mississippi Street  
Jackson, MS 39201

Phone: (601) 359-6386  
Website: [www.sos.state.ms.us/busserv/ucc/ucc.html](http://www.sos.state.ms.us/busserv/ucc/ucc.html)  
Email: None as of this printing.

## Missouri

Secretary of State, UCC Division  
P.O. Box 1159  
Jefferson City, MO 65102

Secretary of State, UCC Division  
600 West Main Street, Room 302  
Jefferson City, MO 65101

Phone: (573) 751-4936, (573) 751-4179  
Website: [www.mosl.sos.state.mo.us/](http://www.mosl.sos.state.mo.us/)  
Email: [SOSmain@mail.sos.state.mo.us](mailto:SOSmain@mail.sos.state.mo.us)

## Montana

Secretary of State  
Business Services Bureau  
P.O. Box 202801  
Helena, MT 59620-2801

Phone: (406) 444-3665  
Website: [www.state.mt.us/sos/Business\\_Services/forms.html#uccforms](http://www.state.mt.us/sos/Business_Services/forms.html#uccforms)  
Email: [sos@state.mt.us](mailto:sos@state.mt.us)

## Nebraska

Secretary of State, UCC Division  
16<sup>th</sup> and K  
P.O. Box 95104  
Lincoln, NB 68509

Phone: (402) 471-4080  
Website: [www.no1.org/home/SOS/htm/services.htm](http://www.no1.org/home/SOS/htm/services.htm)  
Email: [sos07@no1.org](mailto:sos07@no1.org)

## Nevada

Secretary of State, UCC Division  
200 North Carson Street  
Carson City, NV 89701-4201

Phone: (775) 684-5708  
Website: [www.sos.state.nv.us/comm\\_rec/index.htm](http://www.sos.state.nv.us/comm_rec/index.htm)  
Email: [nvcomrec@govmail.state.nv.us](mailto:nvcomrec@govmail.state.nv.us)

## New Hampshire

Secretary of State, UCC Office  
Room 204, State House  
107 North Main Street  
Concord, NH 03301-4989

Phone: (603) 271-3276  
Website: [www.state.nh.us/sos](http://www.state.nh.us/sos)  
Email: None as of this printing.

## New Jersey

New Jersey Dept of Treasury  
Central Filing, UCC Section  
P.O. Box 303  
Trenton, NJ 08625

Phone: (609) 292-9292  
Website: [www.state.nj.us/sos/](http://www.state.nj.us/sos/)  
Email: [feedback@sos.state.nj.us](mailto:feedback@sos.state.nj.us)

New Jersey Dept of Treasury  
Central Filing, UCC Section  
225 State Street West, 3<sup>rd</sup> Floor  
Trenton, NJ 08618

## New Mexico

Secretary of State, UCC Division  
325 Don Gaspar, Suite 300  
Santa Fe, NM 87501

Phone: (505) 827-3600  
Website: [www.sos.state.nm.us/ucc/ucchome.htm](http://www.sos.state.nm.us/ucc/ucchome.htm)  
Email: [nmsos@state.nm.us](mailto:nmsos@state.nm.us)

## New York

Department of State  
41 State Street  
Albany, NY 12231-0001

Phone: (518) 474-4763  
Website: [www.dos.state.ny.us/corp/corpwww.html](http://www.dos.state.ny.us/corp/corpwww.html)  
Email: [corporations@dos.state.ny.us](mailto:corporations@dos.state.ny.us)

## North Carolina

Secretary of State  
UCC Division  
P.O. Box 29626  
Raleigh, NC 27626-0622

Secretary of State  
UCC Division  
2 Salisbury Street, Room 302  
Raleigh, NC 27603-5909

Phone: (919) 807-2111; (919) 807-2225  
Website: [www.secretary.state.nc.us/ucc/](http://www.secretary.state.nc.us/ucc/)  
Email: None as of this printing.

## North Dakota

Secretary of State, UCC Division  
Capitol Building, 1<sup>st</sup> Floor  
600 East Boulevard Avenue, Department 108  
Bismark, ND 58505-0500

Phone: (701) 328-3662; (701) 328-3663; (800) 352-0867  
Website: [www.state.nd.us/sec/centralindexinguccfilings.htm](http://www.state.nd.us/sec/centralindexinguccfilings.htm)  
Email: [sosbir@state.nd.us](mailto:sosbir@state.nd.us)

## Ohio

Secretary of State, UCC Division  
P.O. Box 250  
Columbus, OH 43216

Secretary of State, UCC Division  
180 East Broad Street, 16<sup>th</sup> Floor  
Columbus, OH 43215

Phone: (614) 466-3623, (877) 767-3453  
Website: [www.serweb.sos.state.oh.us/wdbcqi/wdbcqi.exe/report/report.home](http://www.serweb.sos.state.oh.us/wdbcqi/wdbcqi.exe/report/report.home)  
Email: [buserv@sos.state.oh.us](mailto:buserv@sos.state.oh.us)

## Oklahoma

Central Filing Office  
320 Robert S. Kerr Avenue, Suite 107  
Oklahoma City, OK 73102  
Phone: (405) 713-1521  
Website: [www.sos.state.ok.us](http://www.sos.state.ok.us)  
Email: [www.sos.state.ok.us/feedback.htm](http://www.sos.state.ok.us/feedback.htm)

## Oregon

Secretary of State  
Corporation Division – UCC Section  
Public Service Building  
255 Capitol Street Northeast, Suite 151  
Salem, OR 97310-1327  
Phone: (503) 986-2200  
Website: [www.sos.state.or.us/corporation/corhelp.htm](http://www.sos.state.or.us/corporation/corhelp.htm)  
Email: [gary.l.johnson@state.or.us](mailto:gary.l.johnson@state.or.us)

## Pennsylvania

Department of State Corporation Bureau, UCC Section P.O. Box 8721 Harrisburg, PA 17105-8721	Department of State Corp. Bureau, UCC Section Commonwealth Ave. & North St. North Office Building, Room 308 Harrisburg, PA 17120
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Phone: (717) 787-1057  
Website: [www.dos.state.pa.us/corps/corp.html](http://www.dos.state.pa.us/corps/corp.html)  
Email: None as of this printing.

## Puerto Rico

Department of State  
P.O. Box 9023271  
Old San Juan, Puerto Rico 00902-3271  
Phone: (787) 722-2121; (787) 721-3173  
Website: [www.estado.prstar.net](http://www.estado.prstar.net)  
Email: None as of this printing.

## Rhode Island

Secretary of State, UCC Division  
100 North Main Street  
Providence, RI 02903  
Phone: (401) 222-3040  
Website: No UCC website as of this printing.  
Email: [corporations@sec.state.ri.us](mailto:corporations@sec.state.ri.us)

## South Carolina

Secretary of State, UCC Division P.O. Box 11350 Columbia, SC 29211	Secretary of State, UCC Division Capital Complex Edgar Brown Building 1205 Pendleton St., Ste. 525 Columbia, SC 29201
--	---

Phone: (803) 734-2164  
Website: [www.scsos.com/uniform\\_commercial\\_code.htm](http://www.scsos.com/uniform_commercial_code.htm)  
Email: [www.scsos.com/feedback.htm](http://www.scsos.com/feedback.htm)

## South Dakota

Secretary of State, UCC Division  
Central Filing  
500 East Capitol, Suite 204  
Pierre, SD 57501-5077  
Phone: (605) 773-4422  
Website: [www.state.sd.us/sos/ucc.htm](http://www.state.sd.us/sos/ucc.htm)  
Email: [dakotafastfile@state.sd.us](mailto:dakotafastfile@state.sd.us)

## Tennessee

Secretary of State, Division of Business Services  
William R. Snodgrass Towers, 6<sup>th</sup> Floor  
312 – 8<sup>th</sup> Avenue North  
Nashville, TN 37243-0306  
Phone: (615) 741-3276  
Website: [www.state.tn.us/sos/service.htm#ucc](http://www.state.tn.us/sos/service.htm#ucc)  
Email: [tstovall@mail.state.tn.us](mailto:tstovall@mail.state.tn.us)

## Texas

Secretary of State, UCC Division P.O. Box 13193 Austin, TX 78711-3193	Secretary of State, UCC Division 1019 Brazos Street Suite 505 Austin, TX 78701
---	---

Phone: UCC-1 info: (512) 475-2700; (512) 475-2703;  
UCC-3 info: (512) 475-2704; UCC-11 info: (512) 475-2705  
Website: [www.sos.state.tx.us/ucc/index.shtml](http://www.sos.state.tx.us/ucc/index.shtml)  
Email: [mjackson@sos.state.tx.us](mailto:mjackson@sos.state.tx.us)

## Utah

UCC Division P.O. Box 146705 Salt Lake City, UT 84114-6705	UCC Division 160 East 300 South, 2 <sup>nd</sup> Floor Salt Lake City, UT 84110
--	---

Phone: Gen Info: (801) 530-4849; Unusual Info: (801) 530-6025  
Website: [www.commerce.state.ut.us/corporat/uccpage.htm](http://www.commerce.state.ut.us/corporat/uccpage.htm)  
Email: [corpucc@br.state.ut.us](mailto:corpucc@br.state.ut.us)

## Vermont

Secretary of State, UCC Division  
81 River Street, Drawer 9  
Heritage Building  
Montpelier, VT 05609-1104  
Phone: (802) 828-2386  
Website: [www.sec.state.vt.us/corps/corpindex.htm](http://www.sec.state.vt.us/corps/corpindex.htm)  
Email: [bpoulin@heritage.sec.state.vt.us](mailto:bpoulin@heritage.sec.state.vt.us)

## Virginia

State Corporation Commission P.O. Box 1197, Clerks Office Richmond, VA 23218-1197	State Corporation Commission 1300 East Main Street Clerks Office – 1 <sup>st</sup> Floor Richmond, VA 23219
---	--

Phone: (804) 371-9733  
Website: [www.soc.state.va.us/bio.htm](http://www.soc.state.va.us/bio.htm)  
Email: None as of this printing.

## Virgin Islands

Office of Lieutenant Governor  
Corporation, UCC Division  
P.O. Box 450  
Kongens Gade #18

Charlotte Amalie, St. Thomas, VI 00802

Phone: Saint Thomas: (340) 776-8515; Saint Croix: (809) 733-6449

Website: [www.gov.vi/html/lrgov.html](http://www.gov.vi/html/lrgov.html)

Email: None as of this printing.

Office of Lieutenant Governor  
Saint Croix County Clerk  
1131 King Street  
Suite 101

Christianstad, VI 00820

## Washington

Dept of Licensing, UCC Section  
P.O. Box 9660  
Olympia, WA 98507-9660

Dept of Licensing, UCC Section  
405 Black Lake Boulevard  
500 Building 2, 1st Floor  
Olympia, WA 98501

Phone: (360) 664-1530, (360) 664-1531

Website: [www.wa.gov/dol/bpd/uccfront.htm](http://www.wa.gov/dol/bpd/uccfront.htm)

Email: [ucc@dol.wa.gov](mailto:ucc@dol.wa.gov)

## West Virginia

Secretary of State, UCC Department  
State Capitol Building, Room W131  
1900 Kanawha Boulevard East  
Charleston, WV 25305

Phone: (304) 558-6000

Website: [www.state.wv.us/sostemp/default.htm](http://www.state.wv.us/sostemp/default.htm)

Email: [wvsos@secretary.state.wv.us](mailto:wvsos@secretary.state.wv.us)

## Wisconsin

Dept of Financial Institutions  
UCC Division  
P.O. Box 7847  
Madison, WI 53707-7847

Dept of Financial Institutions  
345 Washington Avenue  
3rd Floor  
Madison, WI 53704

Phone: (608) 261-9548

Website: [www.wdfr.org/ucc/](http://www.wdfr.org/ucc/)

Email: [info@dfi.state.wi.us](mailto:info@dfi.state.wi.us)

## Wyoming

Secretary of State, UCC Division  
110 Capitol Building  
Cheyenne, WY 82002-0020

Phone: (307) 777-5372; (307) 777-5334; (307) 777-5342

Website: [www.soswy.state.wy.us/uniform/uniform.htm](http://www.soswy.state.wy.us/uniform/uniform.htm)

Email: [corporations@state.wy.us](mailto:corporations@state.wy.us)

# *UCC Filing Offices in Canada*

## **Alberta**

Alberta Registries Personal Property Registry  
5<sup>th</sup> Floor, J.E. Brownlee Building  
P.O. Box 2022  
10365 - 97 Street  
Edmonton, Alberta T5J 2P4  
Phone: (403) 422-2362; (800) 465-5009

## **British Columbia**

Office of the Registrar General  
& Office of the Registrar of Companies  
940 Blanshard Street, 2<sup>nd</sup> Floor  
Victoria, British Columbia V8W 3E6  
Phone: (604) 387-6121; (800) 663-7867

## **Manitoba**

Department of the Attorney General  
Personal Property Registry  
15<sup>th</sup> Floor, Woodsworth Building  
405 Broadway Avenue  
Winnipeg, Manitoba R3C 3L6  
Phone: (204) 945-3101; (204) 945-3100

## **New Brunswick**

Chief Registrar of Deeds  
ATTN: Chief Registrar  
P.O. Box 1998  
985 College Hill Road  
Fredericton, New Brunswick E3B 5G4  
Phone: (506) 457-3581

## **Newfoundland**

Personal Property Registrar  
Commercial Registration Division  
Government Services  
Department of Justice  
P.O. Box 8740, Elizabeth Towers  
Saint John's, Newfoundland A1B 4J6

## **Northwest Territories**

Registry of Bills and Sales, Credit Sales and Chattel Mortgages  
P.O. Box 1320  
5009 49<sup>th</sup> Street, 1<sup>st</sup> Floor  
Yellowknife, Northwest Territories X1A 2L9  
Phone: (403) 873-7493

## **Nova Scotia**

Registry of Deeds  
P.O. Box 2205  
1660 Hollis Street  
Halifax, Nova Scotia B3J 3S4  
Phone: (902) 424-8571; (902) 424-4203

## **Ontario**

Personal Property Security Registrations  
Central Registration Branch  
393 University Avenue, 3<sup>rd</sup> Floor  
Toronto, Ontario M5G 1E6  
Phone: (416) 596-3766; (416) 325-8847; (416) 325-8782

## **Prince Edward Island**

Department of Provincial Secretary  
P.O. Box 2000, Consumer Division  
Charlottetown, Prince Edward Island C1A 7N8  
Phone: (902) 368-6000

## **Quebec**

Registry's Office  
150 Rene La Vesque, 7<sup>th</sup> Floor  
Quebec City, Quebec G1R 2B2  
Phone: (418) 646-9606

## **Montreal**

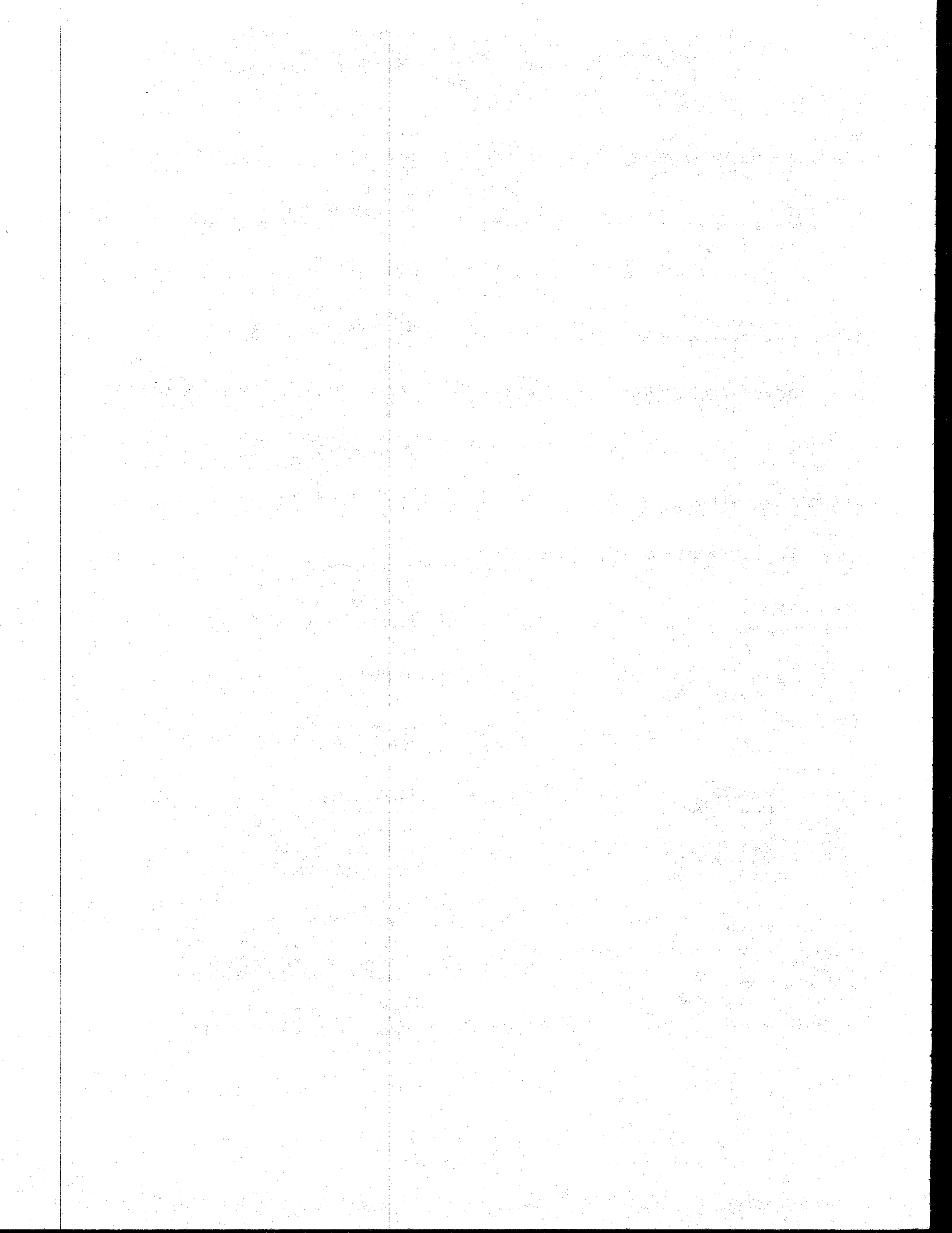
Registry Division of Montreal  
1 Notre Dame Street East  
Montreal, Quebec H2Y 1B6  
Phone: (516) 393-2055

## **Saskatchewan**

Department of the Attorney General  
1871 Smith Street, P.O. Box 7128  
Regina, Saskatchewan S4P 3S5  
Phone: (306) 787-6787; (306) 787-8187

## **Yukon Territory**

Government of Yukon, Department of Justice  
Personal Property Security Registry  
Consumer, Corporation, and Labour Affairs  
P.O. Box 2703  
Whitehorse, Yukon Territory Y1A 2C8  
Phone: (867) 667-5623; (867) 667-5225



## **Part IV**

### **Section 12**

# ***Blank Forms & Form Letters***





# UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

---

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY
1d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY
2d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

4. This FINANCING STATEMENT covers the following collateral:

5. ALTERNATIVE DESIGNATION (if applicable)	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (OPTIONAL FEE)		<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2	

8. OPTIONAL FILER REFERENCE DATA

# UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX
----------------------------	------------	---------------------

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
-----------------------------	------------	-------------	--------

11c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY
------	-------	-------------	---------

11d. TAX ID #: SSN OR EIN

ADD'L INFO RE ORGANIZATION DEBTOR

11e. TYPE OF ORGANIZATION

11f. JURISDICTION OF ORGANIZATION

11g. ORGANIZATIONAL ID #, if any

NONE

12.  ADDITIONAL SECURED PARTY'S  or  ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
-----------------------------	------------	-------------	--------

12c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY
------	-------	-------------	---------

13. This FINANCING STATEMENT covers  timber to be cut or  as-extracted collateral, or is filed as a  fixture filing.

14. Description of real estate:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a  Trust or  Trustee acting with respect to property held in trust or  Decedent's Estate

18. Check only if applicable and check only one box.

Debtor is a TRANSMITTING UTILITY

Filed in connection with a Manufactured-Home Transaction — effective 30 years

Filed in connection with a Public-Finance Transaction — effective 30 years

**UCC FINANCING STATEMENT AMENDMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

---

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2.  TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3.  CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4.  ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects  Debtor or  Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c.  DELETE name: Give record name to be deleted in item 6a or 6b.  ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
---------------------	------	-------	-------------	---------

7d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral  deleted or  added, or give entire  restated collateral description, or describe collateral  assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here  and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

10. OPTIONAL FILER REFERENCE DATA

# UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)		
12. NAME OF PARTY AUTHORIZING THIS AMENDMENT (same as item 9 on Amendment form)		
12a. ORGANIZATION'S NAME		
OR	12b. INDIVIDUAL'S LAST NAME	
	FIRST NAME	MIDDLE NAME, SUFFIX

13. Use this space for additional information

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

Date: \_\_\_\_\_

Filing Officer

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Re: Referenced Commercial Transaction

Greetings:

Please find enclosed:

- |  |               |              |
|--|---------------|--------------|
| <input type="checkbox"/> UCC Information Request                                 | Fee: \$ _____ | (UCC 9-525)  |
| <input type="checkbox"/> UCC Financing Statement                                 | Fee: \$ _____ | (UCC 9-525)  |
| <input type="checkbox"/> Certified Copy requested (\$ _____ + \$ _____ per page) | Fee: \$ _____ | (Local rule) |
| <input type="checkbox"/> UCC Financing Statement Amendment                       | Fee: \$ _____ | (UCC 9-525)  |
| <input type="checkbox"/> Certified Copy requested (\$ _____ + \$ _____ per page) | Fee: \$ _____ | (Local rule) |
| Total Fees: \$ _____   |               |              |

Please take the following actions re the enclosed:

- |   |                                      |                                   |                                   |                         |
|---|--------------------------------------|-----------------------------------|-----------------------------------|-------------------------|
| <input type="checkbox"/> Search Response            | <input type="checkbox"/> Certified   | <input type="checkbox"/> All      | <input type="checkbox"/> Unlapsed | (UCC 9-523)             |
| <input type="checkbox"/> Copy Request               | <input type="checkbox"/> Certified   | <input type="checkbox"/> All      | <input type="checkbox"/> Unlapsed | (UCC 9-523)             |
| <input type="checkbox"/> Specified Copies Only      | <input type="checkbox"/> Certified   |                                   |                                   | (UCC 9-523)             |
| <input type="checkbox"/> Record and index*          |                                      |                                   |                                   | (UCC 9-516(b); 9-519)   |
| <input type="checkbox"/> Real Estate Records filing |                                      |                                   |                                   | (UCC 519(d)(e), 521(a)) |
| <input type="checkbox"/> Search Report              | <input type="checkbox"/> All Debtors | <input type="checkbox"/> Debtor 1 | <input type="checkbox"/> Debtor 2 | (UCC 5-921(a))          |

Please return acknowledgment copy/requested records as follows:

- First-Class Mail
- Express Mail (pre-paid Express Mail mailing label enclosed)
- Federal Express (pre-paid FedEx USA Airbill enclosed)

Thank you.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\* Filing Officer: In the event the enclosed financing statement/amendment is rejected for filing, please provide secured party with the specific reason(s) for any such refusal in writing within two (2) business days of filing office's receipt of said financing statement/amendment in accordance with UCC § 9-520(b). If said refusal is for a reason other than as authorized at UCC § 9-516(b), the person(s) responsible for said refusal should adequately identify himself/herself in the aforementioned written communication and provide secured party with the Code authority permitting said refusal.

In care of:

Post Office Box 9999  
Los Angeles 90010  
California Republic

March 1, 2002

Celine Sanchez, State Registrar  
New Mexico Vital Records and Health Statistics  
P.O. Box 26110  
Santa Fe, NM 87502-6110

Re: Security of property in your custody

Dear Ms. Sanchez:

This letter is written to you in your capacity as custodian of my property, *i.e.* my common-law-copyrighted name, in all its forms, as it appears on the security instrument in your custody identified as STATE OF NEW MEXICO DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION, BUREAU OF VITAL RECORDS AND HEALTH STATISTICS "CERTIFICATE OF BIRTH," File No. 55-2222-333, as well as may appear on any similar antecedent or subsequent birth record. As you are aware, protection of my personal right/property right (in respect of the aforementioned personal property) and the security of my personal property are paramount obligations for you, as custodian holding the office of State Registrar.

For the above reasons, and others unnamed, the following are my instructions for you, as custodian of my common-law-copyrighted property, concerning your custodial obligations:

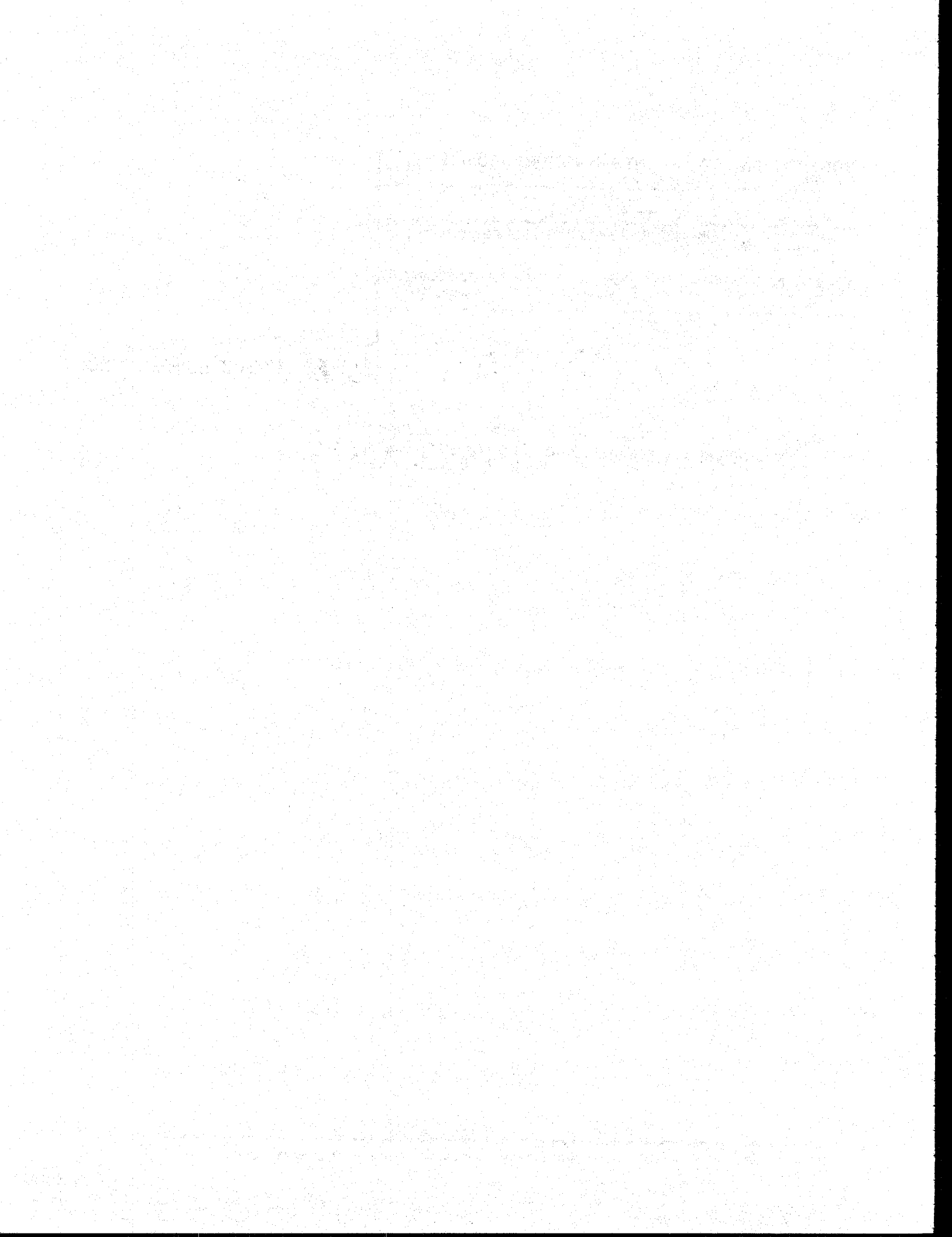
Neither you nor STATE OF NEW MEXICO DEPARTMENT OF HEALTH, PUBLIC HEALTH DIVISION, BUREAU OF VITAL RECORDS AND HEALTH STATISTICS, nor any other party within STATE OF NEW MEXICO, has my permission to divulge, reveal, confirm, release, transfer, relay, discuss, verify, or otherwise communicate or disseminate in any way my common-law-copyrighted property, *i.e.* my name, my personal information, and likewise any of my highly restricted personal information, with any third party, including, but not limited by, any and all government employees, agents, officers, agencies, and organizations, as well as any and all private individuals, companies, and corporations.

If you are in violation of my wishes as stated above, you will need to rectify the situation immediately by informing any and all appropriate parties of the private nature of my common-law-copyrighted property and the mistake made in releasing it from your custody. The property will need to be returned to your sole custodianship to avoid penalties. Since you are the sole custodian of the common-law-copyrighted property, as described above, you are the sole party responsible for its safekeeping. Please review the enclosed certified copy of the notice of the common-law copyright on my name and guide yourself accordingly.

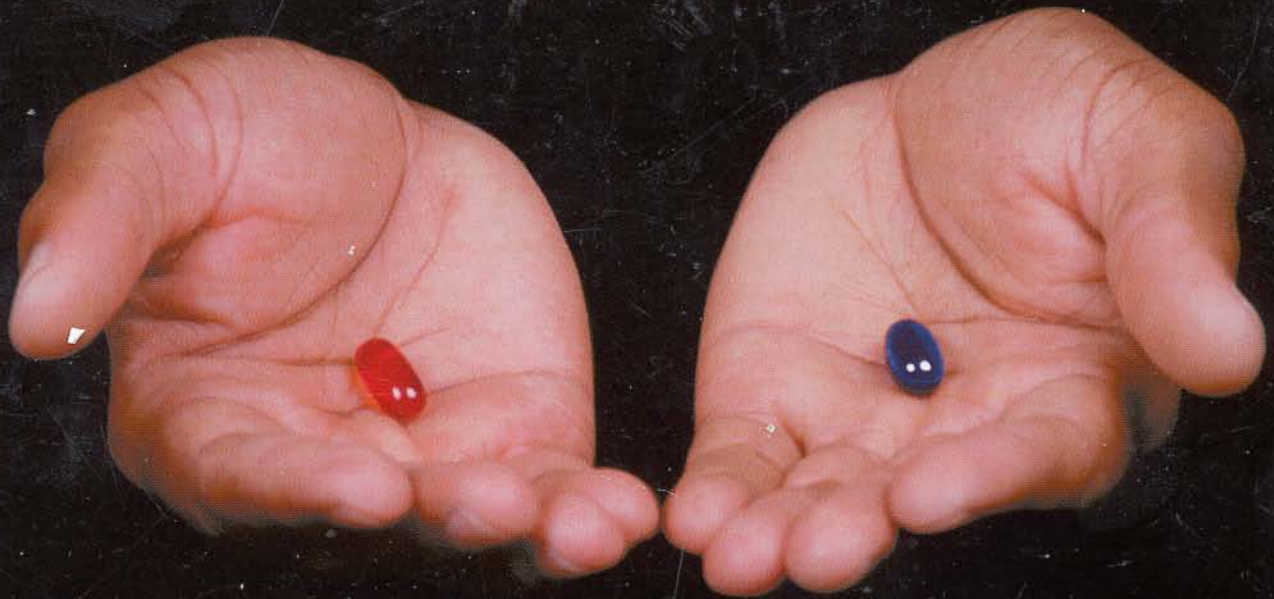
Sincerely,

John Henry Doe®

Encl.: Certified copy of Affidavit of Publishing of Copyright Notice







## Which Will It Be?

The Uniform Commercial Code, "UCC," the subject of this manual, is the transcendent, paramount achievement of the efforts of a few thousands of intensely dedicated and single-minded collaborators (dare we call it "conspiracy"?) over the last two-plus millennia. It is the culmination of an almost incomprehensibly complex, systematic, intricate, pervasive, and far-reaching agenda of strategic and tactical global planning to secure absolute legal, financial, social, ecclesiastical, and political (military) dominance over the people of Earth. The fundamental medium chosen for accomplishing these iniquitous aims: Commerce. The UCC, first introduced in 1954, has been developed across the centuries with microscopically excruciating and painstaking attention to detail for avoiding forever risk of detection and revelation of its true nature. It was fully expected that the Code would never be cracked. Proof of this fact is the absence of any device/mechanism for the enforced reversal of the process and recapture of slaves who manage to break free.

If you are a slave interested in breaking free, this manual has answers you have been searching for. Embarking on the pages of this volume, however, is comparable with "taking the red pill," and so should be carefully considered by worshipers of Big Brother and the faint of heart—for with such knowledge also comes the innate urge to take responsibility, an unpleasant prospect for many. No matter your level of interest in the workings of the world around you and your commitment in making it a better place, if you "decide on the red pill" you will never again see it in the same way. The Code has been cracked, and awaits your decision. Which will it be?

\$125.00

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# *Cracking the Code Third Edition*

## *Additions/Updates*

(December 27, 2002 — *New Entries in red*)

### Page

### Where to insert addition/update:

xix

Before first paragraph

The Federal Reserve monetary system is designed to bankrupt every single non-insider who partakes in it (including you), and, however gradually, is achieving its covert objective against the American people with undeniable regularity:

**“Bankruptcy filings reach record 1.5 million...”**

“NEW YORK – Bankruptcy filings surged 19% to a record 1.5 million last year, as businesses and consumers struggled under heavy debt loads during the economic slowdown.

“Consumer bankruptcies, which accounted for 97% of all filings, jumped 19%, while business bankruptcies rose 13%, according to data released Tuesday by the Administrative Office of the U.S. Courts...” USA TODAY, February 20, 2002

16

New footnote: Third paragraph, first line, after first usage of “books”

“The more numerous the laws, the more corrupt the government.” Tacitus, 100 A.D.

41

Before sub-heading, “Esquires”

**“Right to Practice Law” a British Monopoly Since 1178 A.D.**

The Crown’s continuous control of, and monopoly over, the U.S. judicial system is confessed nowhere more eloquently than in the July – August 1976 edition of the Journal of the Missouri Bar (p. 271), by Wade F. Baker, Executive Director of The Missouri Bar:

“It was almost eight hundred years ago, in 1178 A.D., during the reign of Henry II, that citizens of England, because of unscrupulous practices of untrained persons, petitioned the king for establishment of a trained body of men and women, learned and skilled in the law, whose character would be attested by the crown. **The legal profession was thus formalized and given a monopoly by the crown to practice law** for the public good.

“When the United States Constitution was adopted, it granted to each citizen the trial of all crimes by jury, and **Amendment VI to the constitution confirmed the right of assistance of counsel** in such trials. Each state’s constitution has provided that citizens have the right to appear and defend in person and by counsel in criminal prosecutions.

“Thus, for eight centuries, the legal profession has been formally recognized and **granted a monopoly** to serve the public....”

“Courts are in the main managed by lawyers who hold judicial positions...”  
(Underline and bold emphasis added)

51 Revise footnote 30 as follows:

Federal Reserve Chairman Alan Greenspan, Esq. is the most recent recipient of honorary knighthood (“...in recognition of ‘the benefit that the United Kingdom has received from the wisdom and skill’ of the Fed chief,” quoting Queen Elizabeth in “Greenspan is Given the Royal Treatment,” LA Times, 9/27/2002) but apparently the past many American presidents also have been honored with knighthood (“Sir”; title of nobility) bestowed by the Queen.

56 New footnote: Under “Fair Debt Collection Practices Act” (in middle of page), after first bulleted entry, “Contacts regarding unpaid tax”

All contacts from IRS (phone, mail, email, in person) are “Contacts regarding unpaid tax.” Therefore, this simple admission is proof that IRS is not part of government—because all IRS tax-collection activity is subject to FDCPA.

57 New footnote: Second paragraph, fourth line, after the phrase, “in the field”

"In the field": "The words 'in the field' imply military operations with a view to an enemy...and it has been said that in view of the technical and common acceptance of the term, the question of whether an armed force is 'in the field' is not to be determined by the activity in which it may be engaged at any particular time...." *Uniform Code of Military Justice Act* of 5 May 1950. IRS agents, FBI agents, Secret Service agents, etc. are known as “agents in the field.” See also **field warehouse receipt** in *Glossary*.

57 New footnote: After last word (“WTO”) of last paragraph

Confirming China’s role in the commercial conquest of Earth is the astronomical growth in the esquire population in that country. The official Xinhua News Agency reported on July 7, 2002 that the All-China Lawyers Association said that the number of attorneys in China stands at 110,000, up from a mere 200 two decades ago—a 55,000% increase in only 20 years. The general secretary of the association also confirmed that there are nearly 10,000 law offices in China. (“China’s Population of Lawyers Skyrockets,” LA Times, Monday, July 8, 2002)

58 Replace top paragraph and newspaper-article quote with:

The inevitable denouement<sup>1</sup> of the clandestine love affair between beltway commies and Chinese labor is portended nowhere more clearly than in an article from the October 21, 2002 edition of the Los Angeles Times, “China Polishes Off Rivals in Furniture Production”:

**“Backed by cheap labor, the country has become the top exporter to the U.S. in less than 10 years.**

“DONGGUAN, China — In a vast, climate controlled room far from the dust and din of the woodcutting machines, rows of young Chinese women create elaborate patterns from thin strips of wood. Fingers flying, they shape veneer into complex patterns of contrasting grains and colors, wooden tapestries meant to transform mere cabinets into objets d’art.

“The workers who craft these designs are paid 40 cents an hour, which allows factory owner Samuel Kuo to make high-end furniture for American consumers for 30% less than his U.S. competitors can.

“...In less than a decade China has become one of the world’s leading furniture producers and the top exporter to the U.S.

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<sup>1</sup> Denouement: (dəˈnoʊˈmən) The final unraveling or solution of the plot of a play, novel, or short story; issue; outcome; any final issue or solution.

“‘For the next 10 or 15 years China will be the manufacturing base for all of the world,’ said Kuo, 47, whose Lacquer Craft Manufacturing Co. ships 1,400 containers of furniture — the equivalent of 18,200 bedroom sets — to the United States each month....

“‘An outpouring of Chinese products is reshaping the global economy. Around the world, makers of everything from bicycles to bath towels are struggling to survive intense competition from inexpensive, high-quality Chinese goods. Thousands of factories have closed as production jobs have moved to China.”

“...‘We can’t expand fast enough,’ said Michael Keith Estes, a managing director at Akzo Nobel. He predicted that 90% of U.S. furniture production would move to China within five years. ‘It’s a sleeping dragon, and it woke up.’...”

58

New footnote: Next-to-last paragraph, third line, following the word “consumers”

“‘The big question,’ Jeffrey E. Garten, dean of the Yale School of Management, observed recently, ‘is whether the world economy is becoming so dependent on China as an industrial lifeline that it will soon be dangerously vulnerable to a major supply disruption. . . .’ ‘In other words,’ Garten wrote in the June 17 issue of Business Week, ‘will China’s importance to global manufacturing soon resemble Saudi Arabia’s position in world oil markets?’” (“Sleeping Giant Decides to Rise and Shine,” Los Angeles Times, Wednesday, July 10, 2002)

64

Before the sub-heading, “Your Future”

### **The Status Quo**

As cited earlier, the Crown has enjoyed exclusive control of the legal profession since 1178 A.D. Using bar-card-carrying urban guerrillas in three-piece suits called “attorneys at law,” rather than M-16-toting mercenaries in government-issue camouflage, the Crown—and the banking interests behind it—has almost completely wrapped up its mission by successfully infiltrating and subjugating the government of nearly every country on Earth. No longer do people in America live their life “under God,” as originally intended at the inception of this country, but “*under rule of law*,” as quoted directly from the mission statement (military objective) of both bar association and judicial system. Even the so-called, sham “separation of church and state” doctrine has been utterly debauched across the land, with officer-of-the-state esquires<sup>2</sup> dictating policy over tax-exempt, slave-of-state religious corporations.

Hidden in plain sight on the pages of any major metropolitan newspaper in America on any given day is a status report on just how far down the primrose path we have been led by the “honorable” esquires that comprise approximately 58% the legislative, judicial, and executive branches of the U.S. government. Apparently, it is now common knowledge that “*black* is really *white*” and that “*up* is really *down*”: men and women have earthly existence and can effect physical changes on the world around them; corporations exist in name only and can neither think nor speak nor act in any way, but still are considered capable of it by the legislative branch (congress), accused of it by the executive branch (prosecutors) and tried for it by the judicial branch (judges) every day. From a front-page article in the June 16, 2002 edition of the LA Times entitled “Andersen Found Guilty of Obstruction”:

“HOUSTON—A federal jury convicted accounting firm Arthur Andersen of obstruction of justice Saturday, sending the firm to the brink of extinction and giving the Justice Department a crucial win in its probe of Enron Corp.

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<sup>2</sup> “It is generally accepted that an attorney is an officer of the Court and, as such, an officer and arm of the state.” 7 *Corpus Juris Secundum* 4, Virgin Islands Bar Association v. Dench, D.C. Virgin Islands, 124 F. Supp. 257.

“Jurors said the verdict arose not from Andersen’s shredding of Enron documents—the crux of the government’s case—but from the actions of an Andersen staff attorney who has not been charged and who invoked her right not to testify at the trial....”  
“Sentencing is set for Oct. 11, when the firm could face a \$500,000 fine....”

The jury determined that Nancy Temple, an Andersen attorney, had criminal intent when she ordered the shredding of certain Enron documents. However, Temple has been officially forgotten and the criminal/financial (commercial) charge is being leveled against Andersen, an artificial person with no capability of physical action. Even though corporate Andersen can “act” only through its attorney, the idea-in-the-mind, ink-on-paper corporation has been convicted of criminal acts, and will soon be fined for crimes committed by the actual, flesh-and-blood perpetrator, who enjoys the benefit of a title of nobility (immunity from prosecution).

***The legal system has officially equated men and women with a corporation via instigation of, and insistence upon, the TRADE NAME, and now selectively criminally/financially (commercially) charges either in accordance with its immediate needs. In the above example, as with countless others, the officer-of-the-state, British-title-of-nobility-holding criminal remains free to continue serving the Crown in its rape of America via the judicial system and bar association without interference.***

80 New footnote: Last paragraph, 10<sup>th</sup> line, after the phrase, “retirement age”

“White House Press Secretary Ari Fleischer took a swing at the existing Social Security program. Calling it ‘dangerous’ to ‘let people pay a lifetime of high taxes for a Social Security benefit that under current projections they’ll never receive.’” (“White House Says Bush Still Backs Benefit Plan,” LA Times, Thursday, July 25, 2002)

92 Immediately before “Black’s 4<sup>th</sup>”

Black’s 3<sup>rd</sup> = Black’s Law Dictionary, Third Edition, 1933

100 After last definition of “ATTORNEY”

Strictly, one who is designated to transact business for another. Black’s 7<sup>th</sup>.

146 Add the following definitions and “Note” under “MONEY”

**MONEY.** A general, indefinite term for the measure and representative of value; currency; the circulating medium; cash. “**Money**” is a generic term, and embraces every description of coin or bank-notes recognized by common consent as a representative of value in effecting exchanges of property or payment of debts. Hopson v. Fountain, 5 Humph. (Tenn.) 140. **Money** is used in a specific and also in a general and more comprehensive sense. In its specific sense, it means what is coined or stamped by public authority, and has its determinate value fixed by governments. In its more comprehensive and general sense, it means wealth,—the representative of commodities of all kinds, of lands, and of everything that can be transferred in commerce. Paul v. Ball, 31 Tex. 10. In its strict technical sense, “**money**” means coined metal, usually gold or silver, upon which the government stamp has been impressed to indicate its value. In its more proper sense, “**money**” means any currency, tokens, bank-notes, or other circulating medium in general use as the representative of value. Kennedy v. Briere, 45

Tex. 305.... Black's 3<sup>rd</sup>. "Congress can exercise no power by virtue of any supposed inherent sovereignty in the General Government. Indeed, it may be doubted whether the power can be correctly said to appertain to sovereignty in any proper sense as an attribute of an independent political community. The power to commit violence, perpetrate injustice, take private property by force without compensation to the owner, and compel the receipt of promises to pay in place of **money**, may be exercised, as it often has been, by irresponsible authority, but it cannot be considered as belonging to a government founded upon law. But be that as it may, there is no such thing as a power of inherent sovereignty in the Government of the United States." Juilliard v. Greenman, (1884) 110 U.S. 421. See Note. Confer **value**.

Note: Gold—which is actually “portable land”—is the **money** of sovereigns and consists of *value*. Before the 1933 declared bankruptcy of the US Government, **money** consisted of gold and silver specie, as well as its equivalent in certificate form, and was representative of *value*. Today's so-called “**money**” (Federal Reserve Notes) is fiat **money**, i.e. “**money** by decree,” “Monopoly™ **money**,” is not representative of value, but rather *debt/liability*, and is the **money** of artificial persons, called banks, governments, corporations, trusts, and “individuals” (see **individual**), etc. [Please also note the use of the word “public” in the expression *public authority* that appears in the sixth line of the first definition above. Although Big Brother very cleverly disguises the true meaning of this term contemporarily, this 1933 usage makes it very clear: “public” = government.]

157

Add the following definitions and “Note” under “PUBLIC”

“...Money is used in a specific and also in a general and more comprehensive sense. In its specific sense, it means what is coined or stamped by **public** authority, and has its determinate value fixed by governments....” Black's 3<sup>rd</sup>. See Note.

Note: Try as it may, Big Brother cannot completely disguise the true meaning of the word **public**. The leopard cannot change its spots. There is nothing altruistic about contemporary employment of the term. As is discernible from its 1933 usage in Black's 3<sup>rd</sup> in the last definition above, the real meaning of “**public**” is *government*.

184

Add the following definition and modify “Note” under “VALUE” as follows:

“The utility of an object in satisfying, directly or indirectly, the needs or desires of human beings, called by economists **value** in use;’ [sic] or its worth consisting in the power of purchasing other objects, called **value** in exchange.’ Also the estimated or appraised worth of any object of property, calculated in money.” Black's 3<sup>rd</sup>.

Note: There was a time in America when the currency represented **value** because it could be exchanged for a fixed amount of precious metal (gold/silver). When we lost the gold standard, the definition of **value** had to be debauched so as to accommodate the new **valueless** “money,” Federal Reserve Notes. This perversion of the term is evidenced clearly by comparing the Black's 3<sup>rd</sup> (1933) definition of **value** and the UCC definition (2002). A necessary provision of law is “remedy” (see **remedy**). Modern operation of “Acceptance For **Value**” is, by deduction, *remedy*. When you file a UCC Financing Statement and redeem your original birth document and claim ownership of the TRADE NAME no one can dispute/challenge the claim, and a “reconveyance of title” is effected. You have, by definition, the supreme right in the title of the birth-certificate straw

man/TRADE NAME—over all others—because its very existence is derived entirely from you, thereby evidencing **value**, as the term is used contemporaneously in the UCC. In fact, all of the above UCC definitions apply directly in the case of you and your TRADE NAME. A good exercise would be to work through all the definitions until you understand how the **value**-aspect applies; sub-paragraphs “(a),” “(b),” and “(c)” of the sample Private Agreement on page 237 are taken directly from the above definitions of **value**. Once you fully understand how you *have given*, and *continue to give*, **value** you will know how you acquired your rights, and you will also achieve an unshakable certainty of your true standing in the societal scheme of things. The fact that you have “given **value**” is confirmed every time a bank accepts your *promise to pay* (and uses it to issue a so-called “loan”) and tacitly acknowledged and validated by government in its silence and registration of the UCC Financing Statement. Among other things: “The instrument [your birth document] is...transferred [redeemed by you]...as security for, an antecedent claim against any person [your TRADE NAME]” based on your preexisting claim. See **acceptance by silence, remedy, presumption**.

198 Replace “...as signified by” with “..., subscribed with...” in both the sixth and twelfth line.

200 Replace “...as signified by” with “..., subscribed with...” in both the eighth and fifteenth line.

204 Replace paragraph “I.A.” with the following:

- A. Source book for UCC filings. It is recommended that you obtain the source book, UNIFORM COMMERCIAL CODE AND RELATED PROCEDURES GUIDE (242 pages), published by Registré, Inc. and available directly from BB&C of America. This book tells how to obtain forms from every state/territory, as well as instructions for filing in every American and Canadian UCC filing office. It includes both mailing and street address, website, email address, phone, and fax for each filing office, as well as other pertinent information for each particular jurisdiction. Order online at www.bbcoa.com or send \$39.95 plus \$4.00 S&H to BB&C of America at the mailing location appearing at the beginning of this book.

204 Replace the last sentence of paragraph “I.D.” with the following:

Transmitting-utility status is beneficial in that the filing is permanent and need not be renewed every five years, as with all other types of debtors (more evidence that this is the right path), but is not a requirement for filing. Do not hesitate to omit checking this box if your filing is rejected because of it (and then just renew every five years or file anew after office personnel have changed).

216 Replace the last paragraph under “I.B.” with the following:

Once you know the original filing number, you can order a certified copy of your filing using the procedure in Section 7. Even though you may save time by ordering a certified copy at the time of filing, this is not always advisable. Filing offices consider it normal to provide a certified copy of a filed record (usually for use in a court case), but may regard a request for such at the time of filing as unusual. If time is not a consideration, you may want to consider ordering *after* you have filed.



217 Replace the second paragraph under “I.D.” with the following:

The new cover sheet offered herein (a sample appears on page 236, a blank form on page 389) lets the filing officer know that you are a knowledgeable filer, but, because of its association with this process, can also act as a signal for the filing officer and cause him/her to reject your filing arbitrarily. You need to decide what is best for you in getting your financing statement filed. Filing officers are not free to reject filings at their whim, and are restricted by the limitations imposed by UCC 9-520, which states:

221 Replace paragraph “12 (b)” with the following:

(b) Optional Redemptor filing. Complete True Name (given name + surname; initial letters only capitalized) appearing completely within the box marked “INDIVIDUAL’S LAST NAME.” This is unusual and should be done only where the filer was confident that the filing would not be rejected because of it. Note: Because the indexing of the secured party’s name is not as crucial as that of the debtor, a filing officer may let this slide. Some people prefer not to enter their True Name “military style” in the three boxes as is done with TRADE NAMES and other corporately colored entities but we, however, recommend it. There appears to be no advantage in doing it otherwise.

223 Replace paragraph 29 with the following:

29. ADDENDUM Box 18. Unless you are certain that your state will reject a transmitting-utility filing, always place an “X” in the box marked “Debtor is a TRANSMITTING UTILITY” (see **transmitting utility** in *Glossary*). A transmitting-utility filing is permanent and need not be renewed every five years, as with all other types of debtors. A non-transmitting-utility filing is just as valid, but must be renewed (by amendment in a “Continuation” filing) within the last six months of each five-year period (resubmitting an original filing after filing-office personnel have changed may also result in acceptance). The remaining two boxes in Box 18 are not applicable for our purposes and so should be left blank.

230, 234 Modify data in Box B as follows:

John Henry Doe  
Post Office Box 9999  
Los Angeles, CA 90010

230, 234 Modify data in Box 3c as follows:

Post Office Box 9999      Los Angeles      CA      90010

230 Replace data in Box 4 with the following:

All of debtor's assets, land, and personal property, and all of debtor's rights in said assets, land, and personal property, now owned and hereafter acquired, now existing and hereafter arising, and wherever located, described fully in Security Agreement No. JHD-050690-SA dated the Sixth Day of the Fifth Month in the Year of Our Lord One Thousand Nine Hundred Ninety. Inquiring parties may consult directly with debtor for ascertaining, in detail, the financial relationship and contractual obligations associated with this commercial transaction, identified in security agreement referenced above. Adjustment of this filing is in accord with UCC §§ 1-103, 1-104, and House Joint

Resolution 192 of June 5, 1933. Secured Party accepts Debtor's signature in accord with UCC §§ 1-201(39), 3-401.

234 Replace data in Box 4 with the following:

All of debtor's assets, land, and personal property and all of debtor's rights in the real property commonly known as 123 Elm Street, Los Angeles, CA 90011, now owned and hereafter acquired, now existing and hereafter arising, described fully in Security Agreement No. JHD-050690-SA dated the Sixth Day of the Fifth Month in the Year of Our Lord One Thousand Nine Hundred Ninety. Inquiring parties may consult directly with debtor for ascertaining, in detail, the financial relationship and contractual obligations associated with this commercial transaction, identified in security agreement referenced above. Adjustment of this filing is in accord with UCC §§ 1-103, 1-104, and House Joint Resolution 192 of June 5, 1933. Secured Party accepts Debtor's signature in accord with UCC §§ 1-201(39), 3-401.

236 (See revised cover letter.)

237 – 251 Replace document number (in heading and footer) and common-law date of Private Agreement, Hold-harmless and Indemnity Agreement, Security Agreement, Attachment Sheet (see paragraph “9” of Attachment Sheet, as well), and Private Collateral List with:

050690  
Sixth Day of the Fifth Month in the Year of Our Lord One Thousand Nine Hundred Ninety

237, 239, 241 Modify name and mailing location at top under “Creditor” as follows:

John Henry Doe<sup>o</sup>  
Post Office Box 9999  
Los Angeles, CA 90010

241 Replace definition of “Claim” in “Words Defined; Glossary of Terms” with:

**Claim.** In this Security Agreement the word “claim” means: 1(a). Right to receive payment in the form of any of the following: a judgment; damages in any of the following forms: liquidated, un-liquidated, fixed, contingent, matured, un-matured, disputed, undisputed, legal, equitable, secured, unsecured; a ruling deriving from an equitable remedy for breach of performance if such breach results in a right to receive payment, both in the form of a judgment as well as in the form of debts/obligations in any of the following forms: fixed, contingent, matured, un-matured, disputed, undisputed, secured, unsecured. 1(b). A challenge of property; any challenge of ownership of a thing that is wrongfully withheld. 2(a). To demand as one's own. 2(b). To demand as one's right. [See Hill v. Henry, 66 N.J. Eq. 150, 57 Atl. 555; Douglas v. Beasley, 40 Ala. 147; and Prigg v. Pennsylvania, 16 pet. 615, 10 L.Ed. 1060.]

260, 262 Modify data in Box B as follows:

John Henry Doe  
Post Office Box 9999  
Los Angeles, CA 90010

260 Modify data in Box 7c as follows:

Post Office Box 9999      Los Angeles      CA      90010

- 260 Modify data in Box 8 as follows (revisions in **bold**):  
 Secured party herewith executes a full assignment of collateral, i.e. all of debtor's assets, land, and personal property, and all of debtor's **rights** in said assets, land, and personal property, now owned and hereafter acquired, now existing and hereafter arising, and wherever located, described fully in Security Agreement No. **JHD-27AX** in favor of assignee, new secured party of record, John Henry Doe. Inquiring parties may consult with debtor directly for ascertaining, in detail, the financial relationship between debtor and new secured party of record, identified in security agreement referenced above.
- 262 Modify data in Box 8 (and Box 13 if length of text requires it) as follows (revisions in **bold**):  
 All of debtor's assets, land, and personal property, and all of debtor's **rights** in said assets, land, and personal property, now owned and hereafter acquired, now existing and hereafter arising, and wherever located, described fully in Security Agreement No. **JHD-050690-SA dated the Sixth Day of the Fifth Month in the Year of Our Lord One Thousand Nine Hundred Ninety**, in favor of assignee, new secured party of record, John Henry Doe. Inquiring parties may consult with debtor directly for ascertaining, in detail, financial relationship between debtor and new secured party of record, identified in security agreement referenced above. Adjustment of this filing is in accord with UCC §§ 1-103, 1-104, and House Joint Resolution 192 of June 5, 1933. Secured Party accepts Debtor's signature in accord with UCC §§ 1-201(39), 3-401.
- 271 See revised version of “Handling Presentments – Instructions” for additions/updates/corrections.
- 287 Replace “...as signified by” with “..., subscribed with...” in fifth line of fourth paragraph.
- 288 Replace “...as signified by” with “..., subscribed with...” in sixth line of first paragraph.
- 290 Immediately before “John Henry Doe” in “Words Defined – Glossary of Terms, insert the following:  
**JOHN H. DOE.** In this Notice by Written Communication the term “JOHN H. DOE” means JOHN H. DOE®, a derivative of JOHN HENRY DOE®, Common Law Copyright ©1973 by John Henry Doe®. All Rights Reserved.
- 295 In uppermost, left-hand corner insert military-style name and address of debtor:  
 JONES, JACK  
 5143 Tunnel Vision Drive, Columbus, OH 43222
- 295 Replace “...as signified by” with “..., subscribed with...” in next-to-last line of second paragraph and sixth line of third paragraph.
- 376 Update Florida contact data as follows:  
 Florida UCC Inc. Phone: (850) 222-8526  
 P.O. Box 5588 Website: [www.dos.state.fl.us/doc/fawucc.html](http://www.dos.state.fl.us/doc/fawucc.html)  
 Tallahassee, FL 32314 Email: [corp-help@mail.dos.state.fl.us](mailto:corp-help@mail.dos.state.fl.us)

# *Cracking the Code Third Edition*

## *Errata/Revisions*

(December 27, 2002 – *New Entries in Red*)

<u>Page</u>	<u>Correction/Revision</u>
iii	(Copyright Notice/Security Agreement) The phrase “ <i>interest</i> in property,” which appears numerous times in this document (and throughout the book) should be “ <i>rights</i> in property”
xx	Footnote 5: “How to Sign Your Signature When Demanded” should be “How to Sign Your Signature Without Liability”
5	5 <sup>th</sup> paragraph, 1 <sup>st</sup> line ( <i>and elsewhere throughout the book</i> ) “true name” should be “True Name”
12	Quote from <u>Burt’s Latin-English Dictionary</u> in middle of page: “ <i>appellat o</i> ” [sic] should be “ <i>appellatio</i> ”
13	2 <sup>nd</sup> paragraph, 1 <sup>st</sup> line: “ <i>appellat o</i> ” [sic] should be “ <i>appellatio</i> ”
43	Last paragraph, 2 <sup>nd</sup> line: second instance of “§ 6125” should be “§ 6002”
57	Delete last sentence of Footnote 52
65	Replace last sentence of first paragraph with the following: The U.S. Government is a bankrupt front operation for these miscreants, propped up for no other reason than to financially bilk and politically (militarily) subjugate any and all who mistakenly “do business” with it.
68	1 <sup>st</sup> paragraph, 3 <sup>rd</sup> line ( <i>and elsewhere on the page</i> ), “HOEVLER” should be “HOEVELER”
195	Replace paragraph “III.A.” with the following: A. <u>Manner of dating the document.</u> The date of the Copyright Notice is reflected in the date of another document cited within the Copyright Notice called the “Hold-harmless and Indemnity Agreement,” and is spelled out common-law style, e.g. “The Sixth Day of the Fifth Month in the Year of Our Lord One Thousand Nine Hundred Ninety,” the common-law designation for May 6, 1990 (done so for removing the document from the statutory dating system, which is also an indication of grant of jurisdiction, however slight). The numerical designation of the number of the Hold-harmless and Indemnity Agreement would also match up with this date, e.g. “JHD-050690-HHIA,” i.e. [Redemptor’s INITIALS]-[MMDDYY]-[DOCUMENT INITIALS]. [Note: The date of the sample Hold-harmless and Indemnity Agreement on page 239 matches up with the Family Copyright Notice, <u>not</u> the Single Copyright Notice.]

- 196 Replace last sentence of 1<sup>st</sup> paragraph with the following:  
All events implied within the Copyright Notice *must come before* the cited date of the Hold-harmless and Indemnity Agreement (Private Agreement and Security Agreement have the same date).
- 196 2<sup>nd</sup> paragraph, 7<sup>th</sup> line, “copyright” should be “Security Agreement”
- 198 & 199 Replace the term “interest” with “rights” in the following places:  
? Under “Self-executing Contract/Security Agreement in Event of Unauthorized Use”: paragraph “(1),” 2<sup>nd</sup> line; paragraph “(2),” 5<sup>th</sup> line; and paragraph “(4),” 4<sup>th</sup> line;  
? Under “Default Terms”: modify both 3<sup>rd</sup> and 9<sup>th</sup> lines, to read “rights in property”;  
? Under “Terms for Curing Default”: 2<sup>nd</sup> line and 5<sup>th</sup> line; and  
? Under “Terms of Strict Foreclosure”: 4<sup>th</sup> line.
- 199 Under “Default Terms,” 3<sup>rd</sup> line: delete “and property”
- 200 & 201 Replace the term “interest” with “rights” in the following places:  
? Under “Self-executing Contract/Security Agreement in Event of Unauthorized Use”: paragraph “(1),” 3<sup>rd</sup> line; paragraph “(2),” 5<sup>th</sup> line; and paragraph “(4),” 4<sup>th</sup> line so it reads “rights in property”;  
? Under “Default Terms”: 3<sup>rd</sup> line and 9<sup>th</sup> line;  
? Under “Terms for Curing Default”: 2<sup>nd</sup> line and 4<sup>th</sup> line; and  
? Under “Terms of Strict Foreclosure”: 4<sup>th</sup> line.
- 200 & 202 **Replace third-from-last sentence with:**  
**“Ownership subject to copyright of common-law trade-name/trade-mark and security agreement and UCC Financing Statement filed with the UCC filing office.”**
- 201 Under “Terms for Curing Default,” add the bolded portion of the text below as follows:  
“Upon event of default, as set forth above under “Default Terms,” irrespective of any and all of User’s former property and rights in property, **described above in paragraph “(2),”** in the possession of...”
- 220 Last paragraph, last line, replace “FIRST NAME” with “MIDDLE NAME”
- 222 Under “14 (a),” “Standard filing,” in the 1<sup>st</sup> line of the quoted text replace “interest” with “rights”
- 222 Under “14 (b),” “Cross-filing”: in the 1<sup>st</sup> line of the quoted text replace “interest” with “rights”
- 223 Paragraph 20, 2<sup>nd</sup> line: replace “5” with “4”
- 238 Boxed-in legal citation (quote) under ‘*Non obstatnte*’ should be under “Living, breathing, flesh-and-blood man” (as it appears on page 240)

- 271 – 286 See revised version of “Handling Presentments – Instructions” for additions/updates/corrections
- 287 In uppermost left-hand corner of page (header), replace  
 “DOE, JOHN HENRY<sup>®</sup>  
 “P.O. Box 9999, Los Angeles, CA 90010”  
 with  
 “MITCHELL, LAWRENCE D.  
 “9500 Wilshire Boulevard, Beverly Hills, CA 90212”
- 287 In upper right-hand corner of page, replace “U.S.P.O.” with “U.S.P.S.”
- 287 – 291 When referencing the common-law copyrighted trade-name, replace “trademark” with  
 “trade-mark” throughout the document
- 288 Replace “interest” with “rights” as follows:  
 ? Paragraph “(1),” 1<sup>st</sup> line;  
 ? Paragraph “(2),” 3<sup>rd</sup> line from end;  
 ? Paragraph “(4),” 3<sup>rd</sup> line;  
 ? Paragraph “(9)(b)(i),” 1<sup>st</sup> line;  
 ? Paragraph “(9)(b)(iii)” 4<sup>th</sup> line;  
 ? Paragraph “(9)(c),” 2<sup>nd</sup> line and last line; and  
 ? Paragraph “(9)(d),” 3<sup>rd</sup> line.
- 290 **Replace first sentence of first paragraph with:**  
 “Ownership subject to copyright of common-law trade-name/trade-mark and security agreement and  
 UCC Financing Statement filed with the UCC filing office.”
- 291 Boxed-in legal citation (quote) under “Sentient, living being” goes under “Living, breathing,  
 flesh-and-blood man”
- 291 Last line before signatures: add superscripted copyright symbol (®) after “Doe”
- 294 Replace “Post Office” with “Postal Service” in middle section
- 295 Under title of document, replace “U.S.P.O.” with “U.S.P.S.”
- 295 – 308 When referencing the common-law copyrighted trade-name, replace “trademark” with  
 “trade-mark” throughout the document
- 297 **Replace second-from-last sentence in first paragraph with:**  
 “Ownership subject to copyright of common-law trade-name/trade-mark and security agreement and  
 UCC Financing Statement filed with the UCC filing office.”
- 300 In second line of paragraph “3,” replace “also known as an” with “accompanied by.”

- 309 In uppermost left-hand corner of page (header), replace  
“DOE, JOHN HENRY<sup>®</sup>  
“P.O. Box 9999, Los Angeles, CA 90010”  
with  
“MITCHELL, LAWRENCE D.  
“9500 Wilshire Boulevard, Beverly Hills, CA 90212”
- 311 Paragraph “9” should be paragraph “8”; renumber accordingly from that point on
- 311 – 312 In paragraphs 5 – 11, replace “for using” with “to use”
- 312 Paragraph 18, 1<sup>st</sup> line: “and any” should be “any and”
- 313 Paragraph immediately following paragraph 21:  
? 1<sup>st</sup> line: replace “rebutting” with “to rebut” and add superscripted copyright symbol after  
“Doe”; and  
? Next to last line: replace “defendant” with “default.”
- 313 Last paragraph before date, 1<sup>st</sup> line: delete “Common Law trade-name/trademark, copyright  
© 1973”
- 314 2<sup>nd</sup> line: replace “November 12, 2001” with “March 25, 2002”
- 358 3<sup>rd</sup> paragraph from bottom: delete entire paragraph



# *Handling Presentments – Instructions*

## I. Introduction.

A. Understanding presentments. The dictionary definition of *presentment* concerns both criminal matters and financial matters, and descriptive terms within the definition of each type are **synonymous for the most part. Presentments fall into two categories, demands for payment and demands for acceptance (of responsibility for payment/performance), defined as follows:**

? “A formal written accusation returned by a grand jury on its own initiative, without a prosecutor’s previous indictment request.

“A grand jury has only two functions, either to indict or to return a ‘no bill.’ The Constitution speaks also of a **presentment**,’ but this is a term with a distinct historical meaning now not well understood. Historically **presentment** was the process by which a grand jury initiated an independent investigation and asked that a charge be drawn to cover the facts should they constitute a crime. With United States attorneys now always available to advise grand juries, proceeding by **presentment** is now an outmoded practice. Charles Alan Wright, *Federal Practice and Procedure* § 110, at 459 (3rd ed. 1999).” Black’s Law Dictionary, Seventh Edition (1999) hereinafter “Black’s 7<sup>th</sup>.” (**Bold** emphasis added)

? “The formal production of a negotiable instrument for acceptance or payment.

“**Presentment** and dishonor occur, for instance, when the holder of a check attempts to cash it at the drawee<sup>1</sup> bank but payment is refused because the drawer lacks sufficient funds on deposit. The demand for payment is the **presentment**. The bank’s refusal to pay is dishonor. James J. White & Robert S. Summers, *Uniform Commercial Code*, § 16-8, at 100 (4th ed. 1995).” Black’s 7<sup>th</sup>. (**Bold** emphasis added)

? “**Presentment** is a demand for acceptance or payment made upon the maker, acceptor, drawee or other payor by or on behalf of the holder. U.C.C. § 3-504(1).” Black’s Law Dictionary, Sixth Edition (1990), hereinafter “Black’s 6<sup>th</sup>.” (**Bold** emphasis added)

In criminal matters, a *bill*, *i.e.* charges (like financial charges), in the form of a formal written accusation of a crime called an indictment (presentment), is presented to a court (by the prosecutor) for prosecution. A *true bill* is a list of charges that is sworn “true, correct, and complete” (affidavit) by a grand jury. Based on the sworn charges of the grand jury, the prosecutor is indemnified for whatever action he takes based thereon. The prosecutor then draws up his own presentment, called a criminal complaint, based on the indictment (true bill) and demands that the named party accept responsibility for the charges.

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<sup>1</sup> Drawee: One to whom a bill of exchange or a check directs a request to pay a certain sum of money specified therein. In the typical checking account situation, the bank is the drawee, the person writing the check is the maker or drawer, and the person to whom the check is written is the payee. Barron’s Law Dictionary, Third Edition, 1991.

Because of the U.S. bankruptcy and the institutionalization of fiat (“by decree”) money called *Federal Reserve Notes*, “FRNs,” there have been commensurate changes in the realm of jurisprudence. American tribunals are now “Federal-Reserve-Note tribunals,” dealing exclusively in FRNs and enforcing the private, copyrighted, corporate policy of the owners of the FRNs, known as “Code” (all U.S. code/law is copyrighted by British corporations—see Footnote 13 on page 41 of “The Truth About Esquires,” for details).

Notice in the quoted case under the first definition above that because of the influence of United States Attorneys, “proceeding by presentment [of the grand jury] is now an outmoded practice.” We now operate in “summary proceeding” in the vast majority of legal undertakings in America, traffic court being the most common:

“Summary proceeding. Any proceeding by which a controversy is settled, case disposed of, or trial conducted, in a prompt and simple manner, without the aid of a jury, without presentment of indictment, or in other aspects out of the regular course of the common law. Black’s Law Dictionary, First Edition (1891), hereinafter “Black’s 1<sup>st</sup>.” (Underline emphasis added)

A “demand for *acceptance*” is a demand for acceptance *of responsibility* (for payment, or for performance of some act, and may also entail payment of some kind at a later date). A traffic ticket is a combination criminal/*financial* instrument. *The traffic cop issues an order and the motorist makes a promise.* Negotiable instruments consist strictly of *orders to pay* and *promises to pay*—and traffic tickets are negotiable instruments. The cop issues an order for acceptance (of responsibility to pay) against the credit of the TRADE NAME, and the motorist signs a promise to (accept responsibility for the charge, and) appear (and, if necessary, *pay the ticket*). If the motorist fails to accept responsibility for the ultimate payment of the ticket at any point in the process, he is arrested and jailed (*put in debtors’ prison*). When anyone in government demands that you accept responsibility to perform some act, he is issuing a presentment, concerning which there are monetary charges associated with a failure to perform *said act*. Presentments come in oral, written, and electronic form; acceptance of any presentment executes a contract.

In the private sector, presentments usually come from attorneys, but since all attorneys are officers of the state,<sup>2</sup> we are faced with essentially the same situation. *The court system would not be a profitable enterprise* without attorneys, who are endowed with a special “property right” (*right to practice law*), granted a title of nobility (esquire) via letters patent,<sup>3</sup> and elevated above “common men” (fees enforced by judicial decree, win or lose), *in exchange for bird-dogging “customers” into the courtroom.*

In order to issue a presentment, a prospective issuer must have an *account*, where a charge can be lodged. For example, if police cannot determine the TRADE NAME of a detainee (party held for questioning) within a brief period of time they must release him. The TRADE NAME is the account name under which a sovereign conducts business—

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<sup>2</sup> “An attorney is an officer of the court, and as such, an officer and arm of the state.” 7 *Corpus Juris Secundum* 4, *Virgin Islands Bar Association v. Dench*, D.C. Virgin Islands, 124 F. Supp. 257.

<sup>3</sup> “*Letters patent*, an open document under seal of the government, granting some special right, authority, privilege, or property, or conferring some title...” *A Standard Dictionary of the English Language*, Funk & Wagnalls Company, 1903.

albeit unwittingly. The TRADE NAME, as well as the true name, comprises *property*.<sup>4</sup> Registration of your TRADE NAME (via birth, *etc.*) constitutes the voluntary surrender of legal title/custody of the property and establishment of an account. When a government actor says, “May I have your name, please?” he is literally asking you to turn over your property, the TRADE NAME, for him to use however he pleases, and to charge the account.<sup>5</sup> The flesh-and-blood man, as surety for the party in whose name the account appears, is held accountable for any charges leveled against the TRADE NAME.

The reason criminal and financial charges seem to run together, overlap, and mirror the other is that they are both *commercial*<sup>6</sup> in nature. This is the admiralty jurisdiction mentioned in Part I (Theory) of this manual. In admiralty, the military (the executive branch, in its many forms) is used to enforce criminal penalties for civil offenses. The moneychanger-merchants have foreclosed on the U.S. Government and use it liberally, via the chief executive to prosecute their own private commercial interests. We are under military rule, literally by the commander-in-chief of the military, *not* the president.<sup>7</sup>

A primary reason for the broad appeal and workability of the common law is that each man is in control of his own destiny in the social scheme: as long as he does not harm another—and thereby form a contract with an obligation—he is free to live his life as he sees fit, without interference from government. These days, however, people are penalized for an act even when no one is harmed and no property is damaged, *e.g.* traveling at 35 miles per hour in a 30-miles-per-hour zone. The police power is thereby employed for penalizing behavior (such as “thought crimes”)—*not acts and deeds of substance*—for the purpose of raising revenue.

When someone violates his own sense of moral rightness in his conduct as a member of society, no matter how justified, he is weakened under the police power of the state. For this reason, it is a good idea to reassess your life as you embark on this stage of the journey and begin using and relying on the power of the documents and processes **offered herein**—which is formidable—and make sure that you are giving yourself the best chance for a worry-free existence. Betraying your own sense of fair play is the quickest way to undermine all progress. In the end, it is your own sense of decency, ethical behavior, and honest interaction with others that determines your fate. Just by *trying* to do the right thing on a moment-to-moment basis brings about clarity of perception not otherwise available, and can easily turn out to be your saving grace in a time of need.

These documents are all based on the power of the common law, private property rights, and consensual contracts, and are enormously successful in crushing assaults on your fiscal integrity. Their efficacy has been acknowledged at both the lowest and very highest levels of government in this country. They have changed the course of every proceeding in which they were introduced, including criminal cases where the accused was already convicted. That is because the common law still exists and is in

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<sup>4</sup> Because of the disappearance of substance money—where each man is accountable and there is no private “limited liability”—we now have a mutant financial system that runs strictly on accounting principles, because all “money” is artificial (no substance/reality, as with gold) and debt can no longer be extinguished, but merely “discharged.”

<sup>5</sup> See “Letter for State Registrar re Birth Certificate” in *Appendix* for one approach to thwart governmental monopolization of the use of your name, both True Name and TRADE NAME, in forming accounts.

<sup>6</sup> See “Crime is Commerce,” 27 CFR 721.11, in *Appendix*.

<sup>7</sup> See subsection entitled “Co-Suretyship Obligations Incurred Via Acceptance of Free Delivery of Mail” in Section 3, “The Curse of Co-Suretyship.”

full force—it has just been covered over. People have been so severely hoodwinked that many do not even believe there is hope of reversing the oppressive, all-engulfing practices of the system. There is hope. It lies in the common law and in your ability to *maintain* in the face of the mendacious<sup>8</sup> bent of Big Brother's operatives.

- B. Scope of presentment-handling documents contained herein. What has taken many thousands of dedicated collaborators over thousands of years to put into position will not be fully unraveled in a few hundred pages of exposition—nor do we pretend to be able to fully accomplish such a feat. We do, however, get results, and consistently, because our approach is based on the timeless principles of human dignity and interaction as embodied in, primarily, the common law. The Chosen Masters are not pleased that their wealth-confiscation and freedom-usurpation machinery can be rendered ineffective, and even more upset that their own device (the UCC) can be used to victimize *them*. Even when you are completely right, a presenter will sometimes go down kicking and screaming all the way, abusing his influence over the utterly corrupt judicial system and its army of charlatan-whore esquires to challenge every shred of knowledge about what you are doing. Because such actors are inherently dishonest, they have weaknesses that can be exploited.

The documents as offered herein have paved the way for stopping collection activity by effecting strict (non-judicial) foreclosure against those who would happily swindle you out of everything you own. However, this manual does not propose to be able to guide someone through the legal minefields that can arise when one goes to foreclose, but there are people who can assist when it comes time for finishing off the job. It is one thing to be able to stop a collection proceeding; it is quite another to foreclose on the erstwhile “forecloser,” but it can be done. Instructions for such enterprise are not included herein, however. Please contact **UCC Services Group** at [www.uccsg.com](http://www.uccsg.com) for a referral when this time arrives.

- C. A note on pressure situations and criminal cases. The material set forth herein is private in nature. There is no attempt to give legal advice of any kind because we are not licensed to dispense such. This material may be applied, however, in any circumstance where your private, common-law-copyrighted property is being used for commercial gain without your authorization. You are the only one who can decide what should be done. If you are faced with a pressure situation, a demand for a signature, or even a criminal charge, you can still take action in the non-statutory (non-judicial) realm against the individual players coming against you, by using the private, contractual, consensual measures set forth in the items at the end of this Section, beginning on page 18 of these instructions, under Part VII, “Protecting Oneself in Pressure Situations and Criminal Proceedings.” One essay in particular, “How to Sign Your Signature Without Liability,” proves utterly the correctness of what we are doing here.

## **II. Creating Your Response Documents for Handling Presentments.**

- A. Demands for acceptance. Such presentments are generally from government agents and officers, but can also come from attorneys and individuals (“citizen of the United States” TRADE NAMES), and basically constitute unauthorized use of your common-law-copyrighted property. Regardless of the fact that there may be potential criminal penalties and fines associated with the presentment if from a government actor, you

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<sup>8</sup> Mendacious: Addicted to lying; characterized by deceit; false.

have the unalienable common-law right to demand and obtain compensation for the (unauthorized) use of your property as set forth in your published copyright notice. This is strictly a private matter between you and any party who is using your property for financial gain without your authorization.

1. “Notice by Written Communication/Security Agreement”. Entitled in non-judicial terms so as to align with tenets of the Uniform Commercial Code, the “Notice by Written Communication/Security Agreement,” hereinafter “Notice by Written Communication,” is recommended for handling presentments that do not demand immediate payment of money. The document is: self-explanatory; contains no judicial/statutory jargon; consists of everyday, common-law language; and is written with a mind toward augmenting the non-judicial foreclosure process of the UCC once the debtor defaults on payment after being invoiced for charges (in the form of a “Verified Statement of Account”—[see page 309](#)—private equivalent of a grand jury’s *true bill*). It is used against those who issue presentments demanding acceptance (of responsibility for specific performance, or for payment at a later date).
2. Converting sample document. As with all other documents in this manual, there is no other way to generate your personal Notice by Written Communication on your own other than by going through the sample document word-by-word, learning as you go, and replacing John Henry Doe’s information with yours.
3. Mode of sending. We always use Registered Mail, sent “Restricted Delivery,” “Return Receipt Requested” (PS Form 3811, the “Green Card”), with an Affidavit of Mailing, exclusively—but (as always) final choice rests with you.
4. Important: Optional text in two segments. There are two versions of “Procedure to Opt Out of Consensual Contract” on page 2 of the Notice by Written Communication, and a subsequent segment, entitled “Self-executing Security Agreement.” You will need to choose between the two options each time a presentment comes your way. Basically, the first one gives the unauthorized user a quick and easy way out, with no muss and no fuss, thus ending the confrontation. The second is far more stringent and really puts the unauthorized user in a pickle, and it is doubtful if he/she will get out of it. Note: You are not prohibited from adjusting this paragraph however you see fit, but if you make changes you should be absolutely certain that they do not contain any statutory/judicial language, and that the parameters that you set are in harmony with the UCC for non-judicial foreclosure (also known as *strict foreclosure*).
  - (a) Simple opt-out procedure (with subsequent “Self-executing” paragraph). The obligation for payment is no less binding than when a customer looks at the menu, places an order, and then consumes the meal that is served.

**“Procedure to Opt Out of Consensual Contract**

“**LAWRENCE D. MITCHELL’S** unauthorized use, i.e. counterfeiting, of Secured Party’s common-law trade-name/trademark and copyright, consensually contractually binds **LAWRENCE D. MITCHELL** with Secured Party, as of **LAWRENCE D. MITCHELL’S** initial unauthorized use of Secured Party’s common-law trade-name/trademark and copyright, in respect of fair compensation due Secured Party for use of Secured Party’s private property. **LAWRENCE D. MITCHELL** can opt out and withdraw from **LAWRENCE D. MITCHELL’S** consensual contract with Secured Party and retain no obligation associated therewith only by immediate cessation of any and all further unauthorized use of Secured Party’s common-law-copyrighted property.



### **“Self-executing Security Agreement**

“By the act of any single instance of unauthorized use of Secured Party’s common-law-copyrighted property by **LAWRENCE D. MITCHELL** following **LAWRENCE D. MITCHELL’S** receipt of this Notice by Written Communication, **LAWRENCE D. MITCHELL**, hereinafter ‘User’ only in this ‘Self-executing Security Agreement’-section, accepts the obligation of this consensual contract, this Notice by Written Communication concomitantly becomes a security agreement, hereinafter “Security Agreement,” wherein User is Debtor and John Henry Doe<sup>®</sup> is Secured Party, and User:...”

- (b) Difficult opt-out procedure (with subsequent “Self-executing” paragraph). The time period referenced within this segment is the 72-hour, Regulation-Z, Federal-Truth-in-Lending-Act period that is initiated when someone voluntarily incurs an obligation. The party has 72 hours from midnight of the day after execution of the transaction to back out of the deal (see **Truth in Lending Act** in *Glossary* for the Act in pertinent part):

### **“Procedure to Opt Out of Consensual Contract**

“**LAWRENCE D. MITCHELL’S** unauthorized use, i.e. counterfeiting, of Secured Party’s common-law trade-name/trademark and copyright consensually contractually binds **LAWRENCE D. MITCHELL** with Secured Party, as of **LAWRENCE D. MITCHELL’S** initial unauthorized use of Secured Party’s private property, in respect of fair compensation due Secured Party for use of Secured Party’s private property. **LAWRENCE D. MITCHELL** can opt out and withdraw from **LAWRENCE D. MITCHELL’S** consensual contract with Secured Party and retain no obligation associated therewith only by **LAWRENCE D. MITCHELL’S** delivery, at the hereinabove designated mailing location for Secured Party no later than 12:01 **A.M.** of the fifth (5<sup>th</sup>) day following **LAWRENCE D. MITCHELL’S** receipt of this Notice by Written Communication, of any and all original instruments, documents, and records in any form of recorded media whatsoever **in LAWRENCE D. MITCHELL’S possession/containing LAWRENCE D. MITCHELL’S signature**, as well as any and all copies of all such originals in any form of recorded media whatsoever **in LAWRENCE D. MITCHELL’S possession/containing LAWRENCE D. MITCHELL’S signature, containing any counterfeit version** of either of: (1) Secured Party’s private, common-law-copyrighted trade-name/trademark, i.e. **JOHN HENRY DOE<sup>®</sup>**; (2) Secured Party’s private, autograph-common-law-copyrighted property, i.e. **John Henry Doe<sup>®</sup>**.

### **“Self-executing Security Agreement**

“Absent **LAWRENCE D. MITCHELL’S** surrender of all original instruments, documents, and records in any form of recorded media whatsoever, as well as all copies of any such original in any form of recorded media whatsoever, in **LAWRENCE D. MITCHELL’S** possession/containing **LAWRENCE D. MITCHELL’S** signature, containing any version of any of Secured Party’s common-law-copyrighted property, as set forth above under ‘Procedure to Opt Out of Consensual Contract,’ **LAWRENCE D. MITCHELL**, hereinafter ‘User’ only in this ‘Self-executing Security Agreement’-section, accepts the obligation of this consensual contract at 12:01 **A.M.** of the fifth (5<sup>th</sup>) day following User’s receipt of this Notice by Written Communication, this Notice by Written Communication concomitantly becomes a security agreement, hereinafter ‘Security Agreement,’ wherein User is Debtor and John Henry Doe<sup>®</sup> is Secured Party, and User:...”

B. Validation of debt package: “Respondent’s Private, International, Administrative Remedy Demand”. Presentments demanding payment are the most common because the current financial system is expressly designed to generate defaults, foreclosures, and bankruptcies. “Civilization” is on a conveyor belt to Hell, courtesy of the instigator-owners of the duplicitous banking system. Using government agents called “attorneys at law,” people are sitting ducks against the might of the state as concentrated in the judge-attorney Brotherhood. There are a few Achilles’ heels, however, and “Respondent’s Private, International, Administrative Remedy Demand,” hereinafter “Administrative Remedy Demand,” exploits one of them.

1. Loans of credit. Credit lenders flourish only because of interest payments: the “borrower” is always the source of the principal amount of any alleged loan by virtue of his “promise to pay” (promissory note, credit application), which becomes a negotiable instrument, *i.e.* “money,” per UCC 3104, which the credit lender then converts into another form (bank draft, cashier’s check)—in accordance with Federal Reserve “lending” policies—and reissues, calling it the “loan.” This is strictly an accounting procedure: the bank loans nothing of substance, indeed is *forbidden* to loan true assets of any kind by banking regulations. This can all be verified with any certified public accountant.

Credit lenders do not profit from the principal loan amount, only the interest. This is why on many loans, and in all mortgage contracts, the “borrower” makes payments on interest-charges only for the first many years. This is all gravy for credit lenders.<sup>9</sup> The principal amount never comes into play for the financial institution because that sum is always the property of the “borrower,” and remains so till the end of the cycle, even if the so-called “loan” is never paid off. “Loans” that end in default are simply charged off, *i.e.* discharged by bookkeeping entry, with no loss incurred by the bank—which is the precise reason that the techniques delineated in this Section are effective in nullifying **demands for payment from debt collectors: no risk in the loan process = no valid claim**. Banks, mortgage companies, and credit card companies lend only *credit*: from the Latin *credere*: believe, trust. Credit lenders *believe* in you and *trust* that you will make all interest payments as you have been “legally” suckered into. The entire American financial system, engineered and developed into its current state over the last 2,000+ years by the Chosen Masters,<sup>10</sup> is an exercise in deceit and treachery of incomprehensible magnitude, predicated on the willful and wanton wholesale destruction of the life of one and all and the peace and dignity of mankind based on the worship of money (wealth, mammon) and a psychotic impulse to subjugate and dominate the existence of all others.

2. Fair Debt Collection Practices Act (FDCPA). Per the Act, as codified at 15 USC §1692 et seq.,<sup>11</sup> and as abundantly pointed out within Administrative Remedy Demand, a debt collector<sup>12</sup> must, if requested, provide a verification of the alleged debt, *i.e.* validate the debt. Per FDCPA, the debt collector is mandated to cease all collection activity until verification is provided.

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<sup>9</sup> On a limited basis, bankers generally make more money during holidays when the bank is closed than when the bank is open because there is much less overhead, and interest charges continue accruing seven days a week.

<sup>10</sup> See Section 2, “The Truth About Esquires,” beginning at the segment entitled “An Indispensable Tool of the Chosen Masters” on page 59, through “Masters of Commerce and Law,” which ends on page 64.

<sup>11</sup> *Et seq.*: An abbreviation for *et sequentia*, “and the following.” Thus a reference to “p. 1, *et seq.*,” means “page first and the following pages.” Black’s 1<sup>st</sup>.

<sup>12</sup> As defined in FDCPA, a debt collector is one who is collecting a debt for another.



(a) Verification/Validation. *Verification* is defined as:

“Confirmation of correctness, truth, or authenticity, by affidavit, oath, or deposition. Affidavit of truth of matter stated and object of verification is to assure good faith in averments or statements of party.” Black’s 6<sup>th</sup>.

What this means is, the debt collector must swear “true, correct, and complete” (equivalent of “the truth, the whole truth, and nothing but the truth,” *i.e.* testimony) that verifies exchange of valuable consideration that allows the debt collector to demand payment. A sworn affidavit that simply verifies “all balances due,” cites that “correct billing procedures were followed,” and other such poppycock is irrelevant. The debt collector must verify the consideration (substance) provided the alleged debtor that validates the debt collector’s claim of debt. Since the alleged debtor received no consideration from the debt collector (and likewise from the original creditor), the debt collector is foreclosed from truthfully claiming such in a sworn affidavit. This is why IRS prosecutes for *Failure to File an Income Tax Return*: a sworn Form 1040 is a validation of the debt. IRS is a debt-collection agency. IRS cannot substantiate any debt unless IRS has a sworn statement from the taxpayer that validates the debt.

As cited above, banks do not loan substance, only credit (air). No third-party-debt-collector attorney, and no other debt collector, has any knowledge of a loan of substance (valuable consideration); hence such are foreclosed from issuing a counter-affidavit of any relevance. The system is fraudulent by nature, and cannot be made legitimate by false affidavit. The truth is, the only one who can validate a debt is the *borrower*.

(b) Parties exempted from FDCPA. Government officials (IRS personnel are not government officials) and in-house debt-collection personnel of an original creditor are exempted from FDCPA. However, per public policy as codified House Joint Resolution 192 of June 5, 1933, no one can require payment in “a particular kind of coin or currency.” *I.e.* no one can require payment in Federal Reserve Notes, “FRNs,” *including government collectors and original creditors*. This is why you find the statement, “MUST BE PAID IN U.S. FUNDS,” on parking tickets and other demands for payment: there is more than one kind of “U.S. FUNDS.” If FRNs were the only kind of “U.S. FUNDS,” the statement would read “MUST BE PAID IN FEDERAL RESERVE NOTES,” but this is not the case. If your signed promissory note (negotiable instrument; “U.S. FUNDS”) can be used to fund a so-called “loan” from the bank at the beginning of the process, it is no less legitimate a source of funds at a later point in the cycle. So, even though government officials and in-house collection personnel of an original creditor are not required to validate the debt, per public policy any bona fide negotiable instrument discharges a debt. The usefulness of the “Certified Promissory Note” on page 304 should be coming into focus.

Many times the corporate entity seeking to collect the debt will have a name that bears similarity with that of the original corporate creditor, which is exempt from FDCPA. If the name of the collector’s principal is not the *exact same name* as that of the original creditor, you are dealing with a different corporate entity—a debt collector who is bound by the provisions of FDCPA. If you are uncertain if it is the original creditor demanding payment, go ahead and treat any such

personnel as a debt collector (in your written communication). Tender of payment is rendered no less valid even if one is dealing with the original creditor.

3. Other avenues of attack. As well as the impossibility of providing a bona fide verification of the debt, debt collectors are hit with other constraints besides FDCPA:
  - (a) Privacy Act of 1974, as lawfully amended, 12 U.S.C. § 3401;
  - (b) Right To Financial Privacy Act of 1978, as lawfully amended, 5 U.S.C. § 552a; and
  - (c) Third Party Summons Act, special procedures, 26 U.S.C. § 7609.
4. Line-up of component documents within the Administrative Remedy Demand. The package is a combination of documents of many avenues of attack, any one of which is sufficient to stop the entire proceeding:
  - (a) Internal “Notice by Written Communication”. Same Notice by Written Communication used with demands for acceptance, except that:
    - (i) It is specially enclosed in its own box within the Administrative Remedy Demand, and therefore legally separate from the main document; and
    - (ii) Secured party is the author, *not* the debtor-TRADE NAME (as with the other documents), recipient incurs a \$500,000.00 unauthorized-use fee for each and every subsequent use of the name after having been noticed (enough encouragement to cease all further communication in itself); and
    - (iii) The Privacy Act Notice further restricts options for the debt collector.
  - (b) Notice of Tender of Payment. Gives official notice that payment has been tendered. See (d)(ii) immediately below for customizing certain data.
  - (c) Sworn Offer of Performance. Tells debt collector that if debt collector can prove that the debt exists, *i.e.* verify/validate the debt, debt collector may retain the accompanying payment submitted in the form of a Certified Promissory Note (bona fide negotiable instrument, per UCC 3104). See 4(d)(ii) immediately below for customizing certain data within this document.
  - (d) Certified Promissory Note. Fulfills the legal definition of a negotiable instrument per UCC 3-104 and discharges any alleged debt, if said alleged debt is verified/validated (which it is not). This is merely a “promise to pay” and not a sight draft, forged document, bogus instrument, etc.
    - (i) If possible, use “certificate paper” to print up the Note; and
    - (ii) Find debt collector’s internal data appearing on the presentment and plug these data into the Note. Examples are “Alleged Market Code,” “Alleged ‘Our File No.,” “Alleged FHA Case,” “Alleged Loan No.,” *etc.* In other words, customize the Promissory Note, and the other two documents within this package that mention same (*i.e.* 4(b), Notice of Tender of Payment, and 4(c), Offer of Performance, immediately above) using the data contained within the presentment.

- (e) Sworn and witnessed Verification of Tender of Payment. Proof of tender of payment. Under public policy (House Joint Resolution 192 of June 5, 1933), a debt is discharged upon tender of payment, even if it is not accepted.<sup>13</sup>
- (f) Debt Collector Disclosure Statement. Contains numerous lawful requests for information, all of which debt collector is obligated to provide, any one of which can invalidate debt collector's attempt to collect on his bogus claim.

### III. Sending Your Written Communication.

#### A. Selecting the correct party to receive your written communication.

1. Re computer printouts. We do not recommend corresponding with computers, but it is important to respond. If you get a computer-generated presentment, call up the sender organization, feign a cooperative attitude, and find someone who will either admit that he/she sent you the computer print-out, or will *issue another* with his/her name on it. If you have no name, use the appropriate senior executive within the organization. Hopefully you will not see many of these.
2. Notice by Written Communication. Goes to:
  - (a) Any party (governmental or non-governmental) demanding acceptance (of responsibility for specific performance/possible payment at a later date—but, generally, not demanding immediate payment), as well as:
    - (i) The appropriate senior official/executive over any such party; and
    - (ii) The principal/employer (e.g. bank, law firm, etc.) of any such party; and
  - (b) Any government official demanding payment (e.g. county tax assessor demanding property taxes). Government officials are exempt from the Fair Debt Collection Practices Act and therefore would not be sent a “Validation of Debt” package (see paragraph “3” below). IRS personnel, however, are not government officials, do not enjoy such immunity, are not so-exempted, and therefore *would be sent* a “Validation of Debt” package. In the case of a bona fide government official demanding payment, send a Notice by Written Communication along with the normal attachments, plus the following:
    - (i) “Offer of Performance” (see page 302);
    - (ii) “Certified Promissory Note” (see page 304); and
    - (iii) “Verification of Tender of Payment” (see page 305); and
  - (c) Any appropriate senior official/executive over, as well as the principal/employer of, any party who is sent a “Validation of Debt” package (below).
3. “Validation of Debt” package—the Administrative Remedy Demand. Used to handle non-government and non-in-house collection personnel demanding payment for loans of credit and other unsubstantiated, non-governmental debt of some type, e.g. income taxes—as long as you have not already inadvertently validated the debt by sworn statement.

<sup>13</sup> For exposé on “money” and discharge of debt, see **House Joint Resolution 192 of June 5, 1933** in *Glossary*.

- (a) Proper usage. This package will not work when a creditor has given you *substance* in exchange for your promise to pay; only *credit*. An example of this is buying a used car from a dealer who does not use an outside creditor, but carries the paper himself. He can validate the debt because he personally gave you substance. If the same dealer were to obtain financing for you from a credit lender who later attempted strict foreclosure, the so-called “credit lender” could be defeated—because he incurred *no risk of loss* in the transaction; only the “loss” of anticipated gain (invalid claim).
- (i) Important note on auto loans. Contemporary auto loans are issued with the proviso that the “lender” can take the car (strict foreclosure) if you fail to make payments as agreed. However, if you loaned the car, are out of town (*but not out of the state*) on business, vacation, etc.<sup>14</sup> they have no way to enforce this clause (they can only sue for the alleged balance, plus costs and attorney fees). It is a good idea to keep this in mind until the matter is concluded—because *they will swipe the car if given half a chance*, thus forcing you to deal with their tag-team partners down at the local courthouse if you want to get the car back without forking over Federal Reserve Notes.
- (b) You are current on your payments, but want to terminate the loan anyway. In this circumstance you can call in and ask for a “payoff balance.” Written notification of a payoff balance is not a presentment (not a demand), but can be used to ascertain a correct dollar-figure. Request a payoff balance that is good until a certain date (2 – 3 weeks from date requested). Inform the agent that you need the balance in writing (not verbally), and you need someone to verify the figure because you do not want them coming back afterwards and saying, “Oh, there is this other charge we forgot to mention,” etc. Just tell him you need written verification by a responsible party that the payoff balance is accurate. He should have no problem complying.
- (i) Correct recipient for sending in payoff balance. Even though you have a verified payoff balance, the sender will generally not know what to do with the Certified Promissory Note. However, there is another officer that is well acquainted with such: the head of the collection department. For this reason, it is best to send your package to the *head of the collection department*. Since a payoff balance is not a presentment, re-word pertinent mentions of “Presentment” to read “Written Communication.”
- (c) Behind on payments; threats of foreclosure. Even in extreme circumstances, credit lenders like to refrain from sending out actual presentments. They especially like to withhold the name of the agent sending the correspondence, instead using the name of the principal (the name of organization, a generality), a department within it, etc., instead of that of the flesh-and-blood man/woman. The purpose is to get you into the eleventh hour and then bring in a government agent, *i.e.* an attorney, to finish you off. **Use any available written communication (presentment, monthly statement, etc.) and request validation the debt. If an outside attorney/law firm threatens to sue/sues on behalf of an alleged creditor, it is safest (in case the collector is also the original creditor) to send the attorney/law firm its own VOD Package, with a new promissory note and debt-**

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<sup>14</sup> The “lender’s” inability to locate the car does not automatically constitute fraudulent concealment of collateral.

**validation request.** All collection activity must cease—at least according to the *Fair Debt Collection Practices Act*—until said validation is provided. However, shyster judges and attorneys do not like being told that they can no longer pillage and plunder as they have for their entire career, and may try other tactics to get you to trip up. Keep putting their nose back into the validation.

(d) Courts and attorneys that ignore the FDCPA requirement to validate. This issue cannot be addressed in this manual because neither we, nor the publisher, are licensed to practice law and, accordingly, do not give out legal advice. However, if you run into **such a situation, the folks at [www.uccsg.com](http://www.uccsg.com)** may be able to recommend a consultant that can assist you.

#### **IV. Preparing Your Package for Transmittal.**

A. Copyright notations. Please always consult sample filings for proper display of copyright notations for both True Name<sup>®</sup> and TRADE NAME<sup>®</sup>. Each time either name appears within your documents (except in entry-designations in the “Glossary of Terms”) it should always be qualified with one of the following:

1. **Superscripted copyright symbol.** The symbol, *i.e.* “<sup>®</sup>,” is touching the last letter of the surname for both True Name<sup>®</sup> and TRADE NAME<sup>®</sup> when not set in quotes.
2. Quotation marks. True Name<sup>®</sup> and TRADE NAME<sup>®</sup> should be set in quotation marks when the superscripted copyright symbol is not used;

B. Signatures. Closely follow sample documents when applying a signature. Vital note re all signatures: see “How to Sign Your Signature Without Liability” in this Section.

1. True Name<sup>®</sup>. More closely approximates who you are than TRADE NAME; always sign in red ink (symbolizing the blood of a living, breathing man/woman).
2. TRADE NAME<sup>®</sup>. Should always be printed in capital letters, preferably in blue ink for ease of identifying the original document (black ink can sometimes be indistinguishable from a photocopy without close examination).
3. Witnesses. Have your witnesses sign their normal, cursive (longhand) signature in blue ink, where needed. Not necessary for your witnesses to have a copyright symbol with their signature (but nothing prohibiting it either).

C. Attachments. Attach a copy of the following with both the five-page, stand-alone Notice by Written Communication and the 14-page, Validation of Debt package:

1. **Presentment/payoff-balance document** (when using a payoff-balance document, be certain to replace the term “Presentment” with “Written Communication” so the payoff-balance document is properly identified and not misnamed).
2. **Affidavit of Publishing** (from the newspaper) of your Copyright Notice.
3. **Filed UCC Financing Statement.** Re your financing statement, please also note:

(a) **There will be more than one financing statement/amendment to be attached if you have done a cross-filing; and**

(b) For those handling a mortgage situation:

- (i) Be certain to use the financing statement filed at county (not state) level; and
- (ii) Based on what is at stake, it is not a bad idea to use a *certified copy* (use the "Copy Certification by Document Custodian" form) of your filed financing statement rather than a plain photocopy.

4. Private Agreement.

5. Hold-harmless and Indemnity Agreement.

6. Security Agreement.

D. Debtor name and address notation at top of page. Place debtor's TRADE NAME, military style, in top, left-hand corner of page (generally a requirement for inclusion of an attachment page in a filing).

E. Photocopy entire final stack of signed documents before sending. Once you have fully assembled the entire package, make a photocopy of everything, staple both sets, place the original in the envelope for mailing, and file the copy in your records.

F. Registered Mail envelope and mailing. Best procedure for using Registered Mail is described in the instructions appearing at the top of sample Registered Mail receipt on page 293. Please read these instructions before sending by Registered Mail.

(a) Return Receipt Requested. Provides a signature and date of receipt of package by recipient. Proof that the package was received.

(b) Restricted Delivery. Check this box and pay the extra fee. More evidence of full disclosure on your part and, hopefully, an original receipt signed by the debtor.

(c) Affidavit of Mailing. Proof of the contents of the envelope; an indispensable component in the process of proving your position and effecting foreclosure on any unauthorized user. *Always* have someone do an Affidavit of Mailing in these matters. Proof that recipient actually received the package is then uncontestable. *Mail the original* Affidavit of Mailing; retain a photocopy for your records.

## V. How to Deal With Former Creditors After Paying by Promissory Note.

A. Typical responses. There are a couple of typical responses that a former creditor will give upon receipt of a certified promissory note:

1. Congratulatory letter for paying off the loan;
2. Urgent phone calls, phone messages, or correspondence asserting, demanding, or pleading that you call them and speak with them immediately.

B. Former obligation is discharged. People can be tricked and conned into unwittingly *re-accepting* the obligation if they discuss *anything* with a former alleged creditor/debt collector once the promissory note has been tendered. The debt is discharged upon tender of the instrument; it matters not it is accepted or rejected (see UCC 3-603).



Typically, the **such** will seek a telephone conversation to try to convince **the former alleged debtor** that the debt must be paid in Federal Reserve Notes, "FRNs." Per public policy at House Joint Resolution 192 of June 5, 1933, *nobody has any obligation to pay in FRNs*. The promissory note is a negotiable instrument (money) constructed in strict accordance with the UCC (§ 3-104), and legally discharges the debt. Once tendered, the debt is discharged. Period.

C. Vital information. *There is no good that can come from discussing a former alleged debt with a former alleged creditor/debt collector after payment has been tendered.*

D. Handling phone calls from former creditors.

1. Sample telephone conversation.

Former creditor: *Is this JOHN DOE?*

John Henry Doe: *Who's calling?*

Former creditor: *This is JACK from Bank of Texas. Is this JOHN DOE?*

John Henry Doe: *What's the purpose of the call?*

Former creditor: *I need to speak with JOHN DOE about a payment we recently received on his...*

John Henry Doe: *I don't do business over the phone, JACK. If you could put your questions in writing and send me a letter I would be happy to take a look at them.*

Former creditor: *I just want to go over a couple of things...*

John Henry Doe: *Like I said, I don't do business over the phone. If you will kindly put your questions in writing I will have a look at them.*

Former creditor: *I understand, MR. DOE, but this will only take a few minutes, if I could just ask you...*

John Henry Doe: *I'm being as clear as I can, JACK. I only deal with such matters in writing.*

Former creditor: *You've made that very clear to me MR. DOE, but the thing is your last payment on the...*

John Henry Doe: *What is your surname name, JACK?*

Former creditor: *I don't give out my last name.*

John Henry Doe: *Sorry, JACK, but if you're not willing to tell me who you are I am not willing to continue this conversation. I'm hanging up now, JACK.*

Former creditor: *Wait, MR. DOE! Why do you need my last name?*

John Henry Doe: *Good-bye, JACK.*

Former creditor: *Wait! Wait! OK, my last name is "JONES."*

John Henry Doe: *Home address?*

Former creditor: *"Home address"? Why do you need my home address?*

John Henry Doe: *I need to know where to send the bill.*



Former creditor: *What bill?*

John Henry Doe: *The bill for the use of my property.*

Former creditor: *What are you talking about?*

John Henry Doe: *I need your address so I can send you a bill for the use of my property.*

Former creditor: *Whatever are you referring to, MR. DOE?*

John Henry Doe: *The name you have been using in this conversation to address me is private, copyrighted property. So far in this conversation you have used my property seven different times without my authorization. I need to bill you for the use of my copyrighted property. I prefer sending the bill to your home, rather than at the bank. Home address, please?*

Former creditor: *You've got to be kidding.*

John Henry Doe: *I'm not kidding, JACK. If you're not willing to provide your home address this conversation is over.*

Former creditor: *You'll be hearing from us, MR. DOE ("click").*

2. Your objective. Take it as far as necessary to get the caller to hang up. If he gives you his home address, ask him for his home phone number. If he gives you his home phone number, ask for his Social Security Account Number, "SSAN"; tell him that you don't know who he is and that you need to cross-check all the previous data he gave you with the SSAN. He will not call you again.
3. Caller's objective. Someone else might call again at a later time, but it will be the same story. The debt is discharged and their legal department knows it. They are only calling for the purpose of trying to persuade you that you can only pay in FRNs. If you actually mistakenly engaged in conversation with the caller, he/she would try to make you feel bad and scare you with bogus threats. Anyone who is assigned to call you after you have sent in such an instrument knows exactly what he/she is doing and has been briefed on how to get you to pay in FRNs. Handle any such caller as above and he/she will stop calling.
4. Key points to remember.
  - (a) *Never* answer a question;
  - (b) *Never* identify yourself;
  - (c) *Never* discuss anything that the caller brings up;
  - (d) *Always* interrupt if the caller pursues a conversation/questions you after having been noticed that you don't do business over the phone;
  - (e) There is no need to be hostile, but you must be firm and not tolerate any attempts at getting you into a conversation; and
  - (f) Do not consent with anything the caller wants. You can even tell him/her that you do not consent with him/her using your copyrighted property, using your telephone number, calling you at home, etc.

- E. Correspondence urging you to call. The choice is yours, but anyone who uses your copyrighted property (for profit) deserves a Notice by Written Communication.
- F. If you receive a presentment (demand for payment) afterwards. If a follow-up presentment comes in the mail, you should:
1. Mail the sender (agent) a personalized Notice by Written Communication/ Security Agreement, and a copy of the served, 14-page Administrative Remedy Demand and its proof of mailing (Green Card and Affidavit of Mailing); and
  2. If you also served the principal with notice of the fees for use of your private property, you may commence the collection process on the principal using the last correspondence (presentment or not) as proof of execution of the contract.<sup>15</sup> These instructions begin in part VI immediately below.

## **VI. Steps to Take After Execution of Consensual Contract by Unauthorized User.**

- A. How and when the contract is executed. It is vital that you recognize the moment the presenter/debt collector executes the consensual contract and incurs the obligation. For this reason you need to be familiar with the everyday language in the “Notice by Written Communication” that spells out the non-judicial terms of the contract for use of your common-law-copyrighted property. A presenter/debt collector can voluntarily enter the consensual contract and incur the obligation in either of the following ways:
1. For both simple- and difficult-opt-out procedure: Any single instance of additional use of True Name or TRADE NAME for commercial gain after having been noticed;
  2. For difficult-opt-out procedure only: Debtor’s failure to surrender all originals and all copies of any and all records in any form of recorded media (written, electronic, magnetic tape) containing your common-law-copyrighted property within 72 hours of midnight the day after debtor was noticed.
- B. Steps immediately after presenter/debt collector executes consensual contract.
1. Begin locating debtor’s assets. Your security interest in the debtor’s property is perfected by filing a UCC Financing Statement at state level, and, in the case of real estate holdings, at county level. It is best to itemize all of debtor’s property in the financing statement—and all real estate filings require the legal description of the property be entered in Box 14 on the Addendum page. Do whatever you can to begin locating all of debtor’s property as soon as possible (UCC Services Group can assist you in this task).
  2. Generate the “Invoice – Verified Statement of Account”. Immediately upon presenter’s/debt collector’s execution of the consensual contract, draw up an invoice to bill your new debtor for the unauthorized use of your property. This is a dollar-figure calculated by multiplying the total number of uses of your True Name and TRADE NAME in this particular collection cycle only, both before and after debtor was noticed, by \$500,000.00. Debtor had the chance to opt out and walk away, but chose to go forward and challenge your right of ownership of your own property. Once the contract is executed, all earlier unauthorized uses of your property in this

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<sup>15</sup> If the matter is entered into the court as a complaint, it can still be successfully resolved. We are not licensed to practice law, but UCC Services Group may be able to suggest a consultant who can assist you.

particular collection cycle become billable; debtor is accountable for each one. When you plug in your particulars in the sample Invoice, be sure you:

- (a) Precisely identify the document(s) and the number of uses of your property;
  - (b) Make an *exact accounting* of the number of unauthorized uses of your property, *leaving no margin for error*, and
  - (c) Make certain that you can back up—with verifiable, bona fide, documentary evidence—everything that is stated in the Invoice regarding unauthorized use of your property. The only way you can foul up is if you cannot prove the veracity of the facts stated in the Invoice—which is a notarized affidavit, the most powerful private/legal/commercial instrument in the world. You cannot afford to make a false attestation, nor bear false witness (perjury), so be sure you can *legally prove* what is stated in your Invoice/affidavit. Each invoice has attached only a *copy* of the documentary evidence used in calculating the total amount due (original Invoices are retained for future filing; originals of documentary evidence are retained permanently by you).
  - (d) Give your debtor ten (10) days from date Invoice is sent to tender payment in full. There is no rush on this; the days will fly by.
  - (e) Make as many originals of each notarized Invoice as you will need for each separate filing to be done both at state and county level (each piece of real estates needs its own filing, and only *originals* of affidavits are accepted).
3. Send the Invoice. After notarizing, make a photocopy of the original Invoice and attached proof of use of your property, as well as any page attached by the notary. Debtor gets only a photocopy of the original notarized Invoice and attachments; retain the original Invoice for later use. Send a photocopy of the Invoice (plus attachments) by Registered Mail, Affidavit of Mailing, as described above in paragraph IV. F, “Registered Mail envelope and mailing.”
  4. Get familiarized with default provisions. Be sure you understand the default provisions in the Notice by Written Communication. Defaults are inevitable, and debtor will be in default 10 days after Invoice is sent, *not* 10 days after debtor receives it. Per UCC, it is debtor’s responsibility to monitor receipt of mail and make sure all financial obligations are met. Before the 10-day period expires, you may contact **UCC Services Group** and let them know you are approaching the time to initiate foreclosure proceedings, described below in **paragraph D**.
  5. Begin generating the “Affidavit of Debt”. The Affidavit of Debt is the sworn document that empowers you to foreclose non-judicially on the debtor (“strict foreclosure”) and also indemnifies all others (such as the sheriff and judge and clerk of court) who assist you (as plaintiff) in enforcing the private consensual contract that was voluntarily executed, defaulted upon, and then ignored by the debtor.<sup>16</sup> The Affidavit

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<sup>16</sup> As mentioned earlier, the affidavit is the most powerful legal/commercial document in the world. Big Brother’s operatives, especially esquires, steer clear of the use of affidavits because such use entails personal liability and accountability based on statements that are sworn “true, correct, and complete”—a notion that strikes terror in the heart of virtually all government officials. Were such operatives forthright in intent and action they would have no difficulty in swearing out an affidavit, but this is not the case. Big Brother’s agents mount their assaults based on inferior, judicial “declarations,” sworn “true and correct,” and based on “information and belief” (limited-liability,

of Debt is a precise recital of all events in the course of the debtor's initiation and execution of the consensual contract and subsequent failure to meet the financial obligations associated therewith. "Contract makes the law" (ancient and universal maxim of law)—and when you know the law (terms of the contract) you can enforce it (default and strict-foreclosure provisions) with impunity based on certainty of the correctness of your position, affirmed by affidavit. If the need for (deadly) force enters in, it is best to enlist the help of the courts and the sheriff. Begin generating your own, customized Affidavit of Debt as soon as possible by using the instructions and sample documents provided in Section XIII, "Supplemental Instructional Material for Handling Presentments," beginning on page 391.

- C. Non-judicial strict foreclosure and collection. This is an extremely serious undertaking, however simple the final execution may end up being, and must be approached with the utmost respect for procedure. This is the step that *reverses* the statist,<sup>17</sup> totalitarian, communistic, property-confiscation machinery developed and institutionalized by the Legal Masters of the World over the last 2,000+ years, and they are not pleased with our progress. For these and other reasons, it is not recommended that *anyone* attempt this process on a first-time basis without help from someone who has already successfully done it. It is not enough just to be "right"; *you must be perfectly right* to avoid retaliation from Big Brother. Legal experts in the UCC and Revised Article 9 have written entire books on *just this subject* to guide their fellow esquire-mercenaries because it is so significant and so easily misunderstood. Even some judges do not understand the default provisions contained in Revised Article 9. **Believe it or not, the strict-foreclosure procedure discussed in this book is the same procedure that is undertaken thousands of times every single day by mortgage companies and banks who request the help of a Federal-Reserve-Note tribunal (court) in authorizing the use of deadly violence (sheriff) to evict those parties who have failed to meet their alleged private, contractual, financial obligations and have also failed to adhere to the agreement to vacate the premises in such case. There is no reason that you cannot access the same procedure, including even using an attorney to request a hearing and getting the judge to issue an order authorizing the sheriff to use as much force as necessary to get someone to comply with the private, Federal-Reserve-Note contract. UCC Services Group has been instituted to help in such matters, so as soon as you know when you will be ready to proceed with strict foreclosure, it is time to make contact.**

## VII. Protecting Oneself in Pressure Situations and Criminal Proceedings.

- A. Speaking and acting on your own behalf. See the essays, "Helpful Notes for Pressure Situations" and "How to Sign Your Signature Without Liability," in *Appendix* for real-life solutions for everyday confrontations with Big Brother.
1. Affidavit of John Henry Doe, by Special Visitation.
    - (a) Meaning of "Special Visitation". This affidavit does not constitute *appearance*, rather *visitation*, based on the nature of the relationship between the sovereign constituency, of which you are a member and can claim such standing, and the

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with commensurate limited *credibility*). The power and superiority of an affidavit over a declaration is immeasurable—unlimited liability for the veracity of all statements, and therefore *unlimited credibility*—hence the supremacy of your position when you swear out an Affidavit of Debt against a debtor.

<sup>17</sup> Statist: An adherent of statism [A theory of government which holds that the returns from group or individual enterprise are vested in the state, as in communism.]. Funk & Wagnalls Standard Dictionary, Int'l Edition, 1958.

slave artificial-person corporation known as “government.” These two words are defined as follows:

“Special. Relating to or designating a species, kind, or sort; designated for a particular purpose; confined to a particular purpose, object, person, or class. The opposite of general.” Black’s 1<sup>st</sup>.

“Visitation. Inspection; superintendence, direction; regulation. As applied to corporations means, in law, the act of a superior or superintending officer who visits a corporation to examine into its manner of conducting business and to enforce an observance of its laws and regulations.” Black’s Law Dictionary, Fourth Edition, 1951.

(b) Purpose. Used to obtain a common-law judgment of *non prosequitur*, also called *non pros*:

“*Non prosequitur*. (non **pr?-sek-w?-t?r** or proh-). [Latin ‘he does not prosecute’] The judgment rendered against a plaintiff who has not pursued the case. — Often shortened to *non pros*.” Black’s 7<sup>th</sup>.

(c) Description. Places parties on notice of who you are; that you never granted permission for using, nor authorized use of, your property (True Name<sup>®</sup> and TRADE NAME<sup>®</sup>); requires response in like kind (affidavit); and that response be sent via a notary public of your designation (explained below). Both agent and principal are included. Such notice can be sent by Registered Mail, and can be filed in person, as well, depending on the advantage of each method. Generally, agents are served by Registered Mail, principals, in person. Some principals will prefer that the document be presented in a different format (***i.e. legal-pleading format, with a heading and captions at the top and numbered lines running down the left side of each page***). Document is dated common-law style.

(d) Notary public. A notary is an officer of the state, with international jurisdiction:

? “Notary public. A public officer whose function is to attest and certify, by his hand and official seal, certain classes of documents, in order to give them credit and authenticity in foreign jurisdictions; to take acknowledgments of deeds and other conveyances, and certify the same; and to perform certain official acts, chiefly in commercial matters, such as the protesting of notes and bills, the noting of foreign drafts, and marine protests in cases of loss or damage. Black’s 1<sup>st</sup>. (Underline emphasis added)

? “Notaries are of very ancient origin they were well known among the Romans, and exist in every state of Europe, and particularly on the continent.” Bouvier’s Law Dictionary, Sixth Edition, 1856, hereinafter Bouvier’s 6<sup>th</sup>.

? “An officer appointed by the executive, or other appointing power, under the laws of different states. Their duties are generally prescribed by such laws. The most usual of which are, 1. To attest deeds, agreements and other instruments, in order to give them authenticity. 2. To protest notes, bills of exchange, and the like. 3. To certify copies of agreements and other instruments.” Bouvier’s 6<sup>th</sup>. (Underline emphasis added)

- ? “Their acts have long been respected by the custom of merchants and by the courts of all nations.” Bouvier’s 6<sup>th</sup>. (Underline emphasis added)

Noting the title of the 14-page “Validation of Debt” package, *i.e.* “Respondent’s Private, *International* Administrative Remedy Demand,” we are in the international realm when dealing with the current *de facto* government—coincidentally a commercial enterprise overlorded by a lineage of former merchant shippers on the high seas who employed heavily the services of notaries as an aid in international commerce, primarily for the handling of notes (promissory notes) and bills (bills of exchange, *i.e.* orders to pay). The office of notary public is far more powerful than even the average notary is aware of; cultivated so by Big brother for maintaining governmental control in all economic matters.

2. Notary’s “Certification of Non-Response”. A notary is an “officer of the state” and, as such, a notary’s word carries great weight. When the notary attests that no correspondence was received from any of the agents and principals that have charged (dual criminal/financial significance) you for an alleged crime, a common-law judgment of *non pros* is obtained. Agents and principals can avoid the \$500,000.00 name-use fee by using the term “Secured Party” instead of the sender’s True Name<sup>®</sup>/TRADE NAME<sup>®</sup> for addressing correspondence; but nearly all reject this option. The notary confirms non-receipt of correspondence with a simple form called “Certification of Non-Response,” a sample of which appears in Appendix under Notary’s “Certification of Non-Response”. You draw up the form, listing each party that you want the notary to acknowledge as not having heard from, and bring it to the notary for his/her seal and signature.
3. Enlisting the help of a notary. Ideally, you will have a notary public among your friends, family, and associates.<sup>18</sup> If not, it is a simple matter to enlist the help of a notary for a Certification of Non-Response.

(a) Speaking with the notary. In a friendly fashion, let the notary know that:

- (i) You are handling a matter in which you need outside, third-party verification that your requests for a written response from certain people are being ignored;
- (ii) His/her word as a notary would remove all doubt in the matter; and
- (iii) You would just drop by in a couple of weeks with a short list of people to see if the notary had received any correspondence from any of them—and pick up any such correspondence that had arrived; and
- (iv) For those who had not sent anything, you would be happy to pay “[you choose a number]” dollars [a realistic and agreeable fee] for a simple, one-sentence acknowledgment that nothing had come in from the parties the notary had not heard from.

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<sup>18</sup> Becoming a notary is a very simple matter, usually taking only one day’s training, the primary qualification for which is “residence.” *Residence* is a nasty term (*see Glossary*), but fortunately concerns only straw-man TRADE NAMES. Examine the seal of any notary: all text is set in English except for the notary’s TRADE NAME, which is set in capitals (start looking more closely at all documents; Big Brother knows exactly what it is doing).

- (b) After securing notary's Certification of Non-Response. Serve each agent and principal in the same fashion the original affidavit was served. You now have profound evidence on the record that nobody ever had any right to use your common-law-copyrighted property without your authorization, and that no such authorization was ever given. Besides the financial charges for use of your property, the attackers are in no-man's land, "up the creek without a paddle," because there is no legal foundation/basis for their attack.
- B. Suggestions on what to say when challenged by Big Brother's operatives. See "Helpful Notes for Pressure Situations" on page 322 in this Section for ideas on how to avoid dealing with Big Brother altogether, and how to cope with its operatives in unavoidable situations.
- C. Doing business with any and all who use your private property. Upon receipt of any presentment bearing your common-law-copyrighted property, for both civil and criminal matters, immediately serve each and every involved party proceeding against you (including judges, clerks of court, prosecutors, attorneys, and others) with his/her own, personal Notice by Written Communication. Use "Difficult opt-out procedure (with subsequent "Self-executing" paragraph)" text described under paragraph "II.4(b)" of these instructions, and send by Registered Mail. You can also send one to the presiding/chief judge of a particular courthouse and thereby place the entire courthouse on notice.

Those who do not surrender all originals and copies containing your private property (in any form of recorded media) into your possession within the 72-hour Truth-in-Lending-Act period, thereby execute the consensual contract. Immediately file a UCC Financing Statement against all such parties both at state level and, after obtaining a legal description of all their real estate holdings, at county level. Each piece of real estate needs its own separate financing statement (you can only file against one property in a single real estate filing at county level). Draw up an invoice for each party and bill them by Registered Mail (send a *copy* of the notarized original invoice; retain the original), based on the number of uses of your copyrighted property multiplied by \$500,000.00.

- D. Assistance. If, despite all the above, you are still having a tough time of it and would like assistance from someone familiar with these kinds of situations, you may want to contact **UCC Services Group**, which may be able to recommend a consultant who can help you.



# *Supplemental Instructional Material for Handling Presentments*

## **I. The Affidavit of Debt.**

A. Introduction. The Affidavit of Debt is your sworn statement concerning all events that have transpired and brought about the indebtedness, and stands as the truth in commerce unless rebutted by the debtor point-for-point by counteraffidavit sworn true, correct, and complete. Because of the inherently fraudulent nature of the legal, financial, and taxation systems, actors within these arenas must remain in the shadows in order to continue their duplicitous practices and avoid general detection. Accordingly, it is highly unlikely that the Affidavit of Debt will ever be rebutted—because to do so would require a sworn statement that cannot be supported by fact. The UCC filing office requires that an *original* (not a copy) of the Affidavit of Debt accompany any UCC Financing Statement, so there may be a need for multiple original Affidavits of Debt. Debtor does not get a copy of the Affidavit of Debt; it is strictly for filing with a financing statement in the UCC filing office.

B. Generating the Affidavit of Debt. Begin creating your own personal, customized Affidavit of Debt against your debtor by following the sample Affidavit of Debt provided in this section following these supplemental instructions and plugging in your particulars for those of John Henry Doe's.

(1) Attachments. Generally, filing offices require the debtor's military-style name (LAST, FIRST, MIDDLE) and address to appear in the uppermost, left-hand corner of all attachment pages in the same format as the financing statement (see page 287 for an example). Although this is not strictly enforced, it is still recommended that you place the debtor's name and address in this style on any attachment whenever possible. The notarized Affidavit of Debt is most effective when it has the following attachments:

(a) Copy of either the five-page, stand-alone Notice by Written Communication/Security Agreement, or the Notice by Written Communication/Security Agreement contained within the 14-page Validation of Debt Package (*attach the complete document, all 14 pages*), along with the following:

(i) Copy of the presentment/written communication containing debtor's initial unauthorized use of your common-law-copyrighted property (that prompted this entire cycle to be undertaken by you);

(ii) Copy of the newspaper Affidavit of Publishing re your Copyright Notice;

(iii) Copy of your certified UCC Financing Statement;

(iv) Copy of the Affidavit of Mailing for whichever version of the Notice by Written Communication/Security Agreement you used;

- (v) Copy of USPS “Green Card” (PS Form 3811), proving debtor’s receipt of whichever version of the Notice by Written Communication/Security Agreement you used;
  - (b) Original, notarized Invoice, a photocopy of which was sent debtor demanding payment, along with the following attached documents:
    - (i) Copy of all proof of unauthorized use of your common-law-copyrighted property that was sent debtor as an attachment with the Invoice;
    - (ii) Copy of the Affidavit of Mailing for Invoice;
    - (iii) Copy of USPS “Green Card” (PS Form 3811), proving debtor’s receipt of Invoice;
- (2) Non-attachments. Please note that your personal Private Agreement, Hold-harmless and Indemnity Agreement, and Security Agreement are private documents and do not get filed as attachments with the Affidavit of Debt in the filing process—even though the debtor was sent a copy of each in your initial mailing. These three documents are not needed to prove the indebtedness of the debtor and are withheld from filing in the public record for privacy reasons.

## **II. Filing a UCC Financing Statement Against Presenter/Debt Collector.**

- A. Public notice of a private contract. Until a financing statement is filed against the debtor, no one else knows about your private, consensual contract with said debtor. A filed financing statement is *general public notice* of the debtor’s indebtedness and the collateral pledged as security for the obligation; a sworn Affidavit of Debt attached thereto is *detailed public notice* of the debtor’s illicit attempts at using your common-law-copyrighted property for commercial gain without authorization, and the subsequent debt incurred thereby. Sworn statements (testimony, evidence) placed in the public record cannot be summarily invalidated and brushed aside by anyone.
- B. When to file. The financing statement should be filed in as soon as possible as of the eleventh (11<sup>th</sup>) day from the date of mailing of the Invoice (Note: the 10-day clock starts ticking when the Invoice is *mailed*; not when it is received by the debtor—debtor is responsible for monitoring his mail traffic after incurring the obligation).
- C. Where to file. For purposes of filing correctly, you must determine presenter’s/debt collector’s location (“residence”) in accordance with UCC 9-307 (see paragraph “IV.A” on page 225 for an explanation). Note: corporate debtors have different criteria than those for individuals). Financing statements should be filed as follows:
  - (1) At state level in the UCC filing office of the state where the debtor maintains residence; and
  - (2) At county level in any county in any state where debtor has real estate holdings registered in debtor’s name. Each piece of real estate requires its own, separate, UCC Financing Statement, with an *original* Affidavit of Debt and an *original* Invoice (as explained above) in order to be accepted for filing.

D. Completing the form. The financing statement is virtually the same for filing at both state and county level. However, please take note of the following points:

(1) Box 4, Collateral Description.

(a) Box 4 text. No matter which version of the Notice by Written Communication/ Security Agreement you used, the collateral description in Box 4 is the same:

“All of debtor's assets, land, and personal property, and all of debtor's rights in said assets, land, and personal property, now owned and hereafter acquired, now existing and hereafter arising, and wherever located, described fully in security agreement entitled “NOTICE BY WRITTEN COMMUNICATION / SECURITY AGREEMENT” dated *[Date of the particular Notice By Written Communication/Security Agreement that you used]*, by and between debtor and secured party, to secure debtor’s obligation in favor of secured party in the sum certain amount of *[Dollar amount of indebtedness]*. Inquiring parties may consult directly with debtor for ascertaining, in detail, the financial relationship and contractual obligations associated with this transaction, identified in security agreement referenced above. Secured party accepts debtor's signature in accord with UCC §§ 1-201(39), 3-401.

(b) Security Agreement. The “Security Agreement” referenced in the text of the Box-4 collateral description described immediately above in paragraph “(1)(a)” is whichever one you used to notice the presenter/debt collector, *i.e.*:

(i) The five-page, stand-alone Notice by Written Communication/Security Agreement; or

(ii) The Notice by Written Communication/Security Agreement contained within the comprehensive, 14-page Validation of Debt Package.

(2) Box 6. For all real estate filings at county level, check Box 6, “Real Estate Records.” Do not check this box for filings at state level.

(3) Box 13. Place an “X” in the last check-box in Box 13, “fixture filing,” for both state- and county-level filings.

(4) Box 14, county filings only. If you are doing a real estate filing at county level, place the legal description of the property in Box 14. Leave this box blank for state-level filings.

(5) Box 18. There is no assertion that the debtor is a transmitting utility. This is not a transmitting-utility filing, so do not make a mark in Box 18.

(E) Assembling the package. Place the appropriate two-page UCC Financing Statement on top of each completed original Affidavit of Debt—with all its attachments—and make at least one copy of each entire stack. Staple each original stack together after photocopying and place it with its envelope; store your copies in an orderly fashion in a safe place.

(F) Preparing your filing for transmittal. Decide on how you will transmit your package for filing, and then contact the appropriate state- and county-level filing offices and find out:

(1) The filing costs to get your package filed;

(2) How to obtain an acknowledgment copy (you may need to enclose a second copy of the two-page financing statement, along with a SASE);

(3) The cost of, and exactly what you need to do to obtain, a certified copy of your filing (if ever asked why you need a certified copy, a good answer is “For court” or “For a court case”).

(G) Transmitting your filing. Get your completed UCC Financing Statement filed the fastest way possible at both state and county level.

**[More material re strict foreclosure to follow]**

# SEQUENTIAL STEPS OF A PRESENTMENT HANDLING

## Demanding Acceptance or Performance

## Demanding Money

### Notice by Written Communication/ Security Agreement

Sent to any party involved in enforcing the Presentment; Attach: CN, UCC Financing Statement, PA, HHIA, SA

### 14-page Validation of Debt Package

Sent to a party demanding payment; Attach: CN, UCC Financing Statement, PA, HHIA, SA [send NbWC/SA with copy of 14-pager & attachments to principal]

### Invoice

Sent after one additional use of the name with easy opt-out, after 72-hour Reg Z period with difficult opt-out; contains proof of execution of the contract; notarized

### Invoice

Sent after one additional use of name; contains proof of execution of contract; notarized

### UCC Financing Statement

Sent after one additional use of the name with easy opt-out, after 72-hour Reg Z period with difficult opt-out; contains proof. Filed on 11th day after *sending* files at the state level against debtor, as well as at the county level against debtor, as well as at county level against each piece of real estate of debtor.

Standard general statement describing debtor's "assets, land and personal property..." that also lists specific property of debtor (obtained with an asset search)

#### Attachments:

##### Original

Notarized Aff of Debt (file original; retain copy)

Copy of NbWC/SA or VOD Pkg + Attachments <sup>1</sup>

Copy of Aff of Mailing for NbWC/SA or 14 pager

Copy of proof of receipt of NbWC/SA or 14 pager

#### Attachments:

##### Original

Notarized Invoice (file original; retain copy)

Copy of proof of use of copyrighted property

Copy of Aff of Mailing for Invoice

Copy of Proof of receipt of Invoice by debtor

Strict-foreclosure proceedings against each debtor

30-Day Written Demand for title

Lawsuit for title for property

<sup>1</sup> Important Note: Purposes of maintaining privacy, when filing a UCC Financing Statement do not include the PA, HHIA, and SA that were attached with the NbWC/SA or 14-page Validation of Debt Package, only the other attachments that were sent; PA, HHIA, and SA need not be filed for financing statement to be valid.

# *How to Secure a Bank Account from Levy*<sup>1</sup>

(Updates in *Red*)

## Objective

The primary objective in securing a bank account from levy is to obtain the bank's agreement that you, the flesh-and-blood man/woman, are the authorized representative of the account holder, the artificial-person TRADE NAME. This reality is spelled out in detail in your security agreement and is echoed in the UCC Financing Statement filed with the secretary of state—but you must also obtain the bank's acknowledgement of this fact. Once documented on the bank signature card as an authorized representative on the account, *control of the collateral* (the funds in the account) is established, thus perfecting your security interest in the account. At that point, your other relationship with the account holder/debtor, i.e. that of secured party, can be impressed upon bank personnel—and such are obligated to honor the perfected security interest—thus securing account funds from third-party levy.

## Pertinent Sections of the Uniform Commercial Code

Here are the sections of the Uniform Commercial Code governing such matters:

**§ 9-314. Perfection by Control. (a) Perfection by control.** A security interest in...deposit accounts...may be perfected by control of the collateral under Section 9-104..."

**§ 9-104. Control of Deposit Account. (a) Requirements for control.** A secured party has control of a deposit account if: ...(2) the debtor, secured party, and bank have agreed in an authenticated record that the bank will comply with instructions originated by the secured party directing disposition of the funds in the deposit account without further consent by the debtor..."

The signature card (property of the bank), signed by both account holder (debtor) and authorized representative (secured party), constitutes an agreed-upon, authenticated record "that the bank will comply with instructions originated by the secured party [*authorized representative*] directing disposition of the funds in the deposit account without further consent by the debtor [*account holder*]."

## Signing the Signature Card

With one exception, the bank signature card should be signed exactly as shown in "How to Sign Your Signature Without Liability" on page 315 of Cracking the Code Third Edition<sup>®</sup>, "CTC3," with signature of both debtor and secured party appearing. Signing in this manner differentiates between the contracting parties, i.e. True Name and TRADE NAME, corresponds with the documentation you provide, and satisfies the requirement of UCC 9-104(a)(2). Select from the sample signatures appearing on page 319 of CTC3 that contain both debtor's and secured party's signature, but do not place a copyright symbol, i.e. "©," after either of the two names. The copyright symbol, and likewise the copyright notice, is not used here. It is more important to establish the account and be acknowledged as the authorized representative than it is to assert the copyright—which can always be called into play later if necessary, but this is not likely.

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<sup>1</sup> Levy: *n.* A seizure. *v.* To raise; execute; exact; collect; gather; take up; seize. Thus, to levy (raise or collect) a tax.

For an existing account, a request to examine the signature card for the account will usually be granted, but bank personnel may not be too delighted with your new self-proclaimed status as authorized representative/agent and the accompanying artwork you render on the card to prove your point. If you are able to modify the signature card on your account without causing any friction, by all means do so. However, if this is not feasible, the easiest thing to do is simply to close the account and open another. Opening a new a bank account is a simple matter, and there is nothing wrong with using the same bank as long as no undue antagonism is generated in the process. The most hygienic method, however, is to open your new account with another bank and start afresh.

### **Documenting Your Position**

At the time you sign the bank signature card you should have with you a certified copy of both your UCC Financing Statement and the security agreement referenced within the text of the collateral description of the financing statement (use the “Copy Certification by Document Custodian” form to make a certified copy of the security agreement). These certified copies are to be left with the bank after the signature card is completed.

Upon signing the signature card, inform the bank personnel assisting you that the account holder is also your debtor and that you are the secured party, and then produce the certified copy of your financing statement and security agreement. The identifying number of the security agreement appearing within the collateral-description box (Box 4 on a UCC Financing Statement; Box 8 on a UCC Financing Statement AMENDMENT in the case of a cross-filing) of the financing statement and the section entitled “Authorized Representative” on page 7 of the security agreement (page 247 of CTC3) should be highlighted for ease of inspection. Bank personnel are only too familiar with such kinds of documents, so there should be no difficulty in understanding what you are presenting. As long as bank personnel can see that you know what you are doing, there will be no problem.

### **Guaranteeing Success**

It is vital that you thoroughly understand that you are not the account holder—and can never be the account holder. The name of all account holders appears in all-capital letters in all bank records and documents. All account holders are artificial persons, e.g. your TRADE NAME. This policy is purely of the bank’s own choosing; all you are doing is respecting the bank’s selection/designation of the account holder.

If bank personnel balk at all, have the girl/guy pull out a sample personal check from her/his drawer and point out the name of the account holder printed on the check. The name is set in capital letters. If the secretary of state recognizes the distinction between the two names on your financing statement, it is reasonable to expect that the “New Accounts” officer will too.

In the event there is further resistance, have her/him examine what appears to be the signature line on the sample personal check using the magnifying glass that you produce (bring one with you, if possible). Even though the check is a personal check, and therefore theoretically would have only one signatory, said “line” is for any authorized signatory of the account holder—*i.e. an authorized representative*—and you are such an authorized signatory/representative.



These facts should quell any doubts on the part of bank personnel. However, as always, the senior factor is your personal certainty of what you are doing. The Federal Reserve literally owns the U.S. Government, and covertly asserts ownership of all property in America by claiming that the State—i.e. its bankrupt slave—owns everything.<sup>2</sup> This absurdity is enforced based on the justification that Federal Reserve Notes (private property of the Fed) were used as the “valuable consideration” in the acquisition said property. Banks (Fed instrumentalities) do business only with artificial persons whose names appear in all-capital letters; any party that “volunteers” to act as a *surety* and give *anomalous indorsements* and sign as an *accommodation party*<sup>3</sup> for the account holder, however, is never turned away.

It is also wise to familiarize yourself with the section of the security agreement entitled “Event of Default,” which can also be highlighted if desired. This paragraph appears just below “Authorized Representative” at the bottom of page 7 of the security agreement. Any attempt by any third party to remove any of the debtor-account holder’s funds (your secured collateral) constitutes an event of default on the part of the debtor and allows you to foreclose on the collateral, i.e. withdraw the funds if necessary. Because you provide the bank with certified documentary evidence of your secured-party status at the time the signature card is signed, no other party can have a prior security interest in those funds, and all bank personnel must acknowledge this fact and honor your perfected security interest or risk both civil and criminal charges.

As a final note on securing your position, a certified copy of your UCC Financing Statement and security agreement left with bank personnel could conceivably be misplaced/lost, although this is unlikely based on the potential liability attendant with such oversight. However, it is nevertheless a good idea to send the manager of the bank an additional certified copy of both financing statement and security agreement by Registered Mail (Restricted Delivery), with an Affidavit of Mailing. A cover letter confirming your perfected security interest in the collateral in the account and the bank’s responsibility in protecting this secured collateral should also be enclosed. **As long as you can prove that the manager received the above cover letter and the certified copies of the documents (evidence), the bank is liable for any pilferage of the account.**

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<sup>2</sup> Senate Document No. 43, 73<sup>rd</sup> Congress, 1<sup>st</sup> Session. (March 9 – June 16, 1933) “...The ownership of all property is in the State; individual so-called ownership is only by virtue of government, *i.e.* law amounting to mere user; and use must be in accordance with law and subordinate to the necessities of the State.”

<sup>3</sup> If these terms are not readily understood, it is vital that you re-read “How to Sign Your Signature Without Liability,” beginning on page 315 of CTC3 and get them cleared up.

# *How to Get Paid All of Your Earnings*

**Disclaimer:** *The following information is not legal advice and cannot be construed as legal advice. If the reader is in need of legal advice the reader is advised to contact a legal professional authorized to dispense such. The information contained herein is not provided to assist anyone to evade taxes. Rather, it is offered to enlighten those who may be unaware that application for, and use of, a Social Security Account Number is—per the Social Security Administration—strictly voluntary; to remind the reader that voluntary compliance (re the payment of income tax) is expected of those who decide to enroll/participate in the income tax system; to reveal the mechanics of exactly how one volunteers to take part in either of these two programs; and to offer another lawful alternative for those who may no longer wish to continue to volunteer.*

## **Social Security Account Numbers**

The Internal Revenue Service (IRS) personal income tax scheme is utterly dependent upon the continued submission of Social Security Account Numbers (SSAN's) collected from new employees by employers. New employees routinely provide a SSAN on a signed IRS Form W-4 Employee's Withholding Allowance Certificate when requested by an employer, and the employer dutifully forwards the W-4's in accordance with IRS wishes. Without such unparalleled largesse<sup>1</sup> (SSAN's volunteered by new employees and then submitted by employers), IRS has no lawful basis for the assessment and collection of Social Security payroll tax from said new employees—and likewise for every other kind of tax routinely levied<sup>2</sup> from a paycheck.

Most people think that they have no choice, i.e. that they must provide a SSAN when asked for one by their new employer if they want to have a job. This is not true for a number of reasons, but possibly the most significant one is the official stance of the issuer of all SSAN's, the Social Security Administration (SSA). The following excerpts are taken directly from the official SSA web site at [www.ssa.gov](http://www.ssa.gov); specifically: "Questions?" then "Social Security Number & Card" then Page 2, Question #23: "*When do I have to provide my Social Security Number?*" The following passages (as well as others) appear:

**“Question:**

**“Must I provide a Social Security number (SSN) to any business or government agency that asks?”**

**“Answer:”**

“If a business or other enterprise<sup>3</sup> asks you for your SSN, you can refuse to give it.”

“Giving your number is voluntary, even when you are asked for the number directly.”

“The decision is yours.”

The Internal Revenue Code (IRC) requires only that an employer *request* a SSAN from each new employee, and can levy a fine if the employer fails to obtain/ask for a SSAN. However, IRC also provides for a waiver of such penalty if the employer fulfills the request requirement but fails to obtain a SSAN because the new employee declines to provide one (no willful neglect on the part of the employer). If there is ultimately no penalty/fine if the employer fails to obtain a SSAN from a new employee, there is no requirement that a new employee provide one in the first place. No penalty = Not required.

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<sup>1</sup> Largesse: Liberal or generous giving; a large gift or donation.

<sup>2</sup> Levy: v. To raise; execute; exact; collect; gather; take up; seize. Thus, to levy (raise or collect) a tax. n. A seizure.

<sup>3</sup> FYI: IRS can only be classified as a “business or other enterprise” because, despite the most vehement objections of Big Brother's PR men, IRS is not an agency of the U.S. Government. For documentary evidence proving this fact see **Internal Revenue Service** in *Glossary of Cracking the Code Third Edition*, available at [www.bbcoa.com](http://www.bbcoa.com).

Similarly, IRC contains no provision for the assessment and collection of income tax from a new employee for whom it has no SSAN. Accordingly, IRC contains no provision that allows/requires/instructs an employer to refuse to continue to employ the new employee, to fire the new employee, to refuse to pay the new employee his/her earnings, to withhold a portion of the new employee's earnings, or permit any other such unlawful measures. Employees who do not provide a SSAN (on a signed W-4, the only authorized way in IRC) when requested to do so are simply not eligible for any benefits (Social Security and other) associated with the earnings they collect from that particular employer.

Any retaliatory action taken against the new employee by the employer, such as any of the ones listed above, is unlawful and can be immediately vindicated via lawsuit—and the new employee will win. This is why: The new employee is hired *first* and then only subsequently asked to provide a SSAN (on a signed W-4). At the time this is requested of the new employee, he/she is *already employed*. This fact is echoed in the prescriptions of IRC, in that IRC authorizes requesting a SSAN *only of an employee*. Since providing a SSAN on a signed W-4 is voluntary (the only valid signature is one that is signed freely), the employer cannot lawfully coerce the new employee into doing what is otherwise a voluntary act. The matter of providing a SSAN (on a signed W-4) is strictly between employee and employer, and does not involve any outside third party, such as IRS and SSA:

*“...We do not have the authority to require an employer to provide or deny employment or services to anyone who refuses to disclose his or her number. This is a matter between the individual and the employer.”*

Dorcas R. Hardy  
Commissioner of Social Security  
Letter of response to Rodney Rickman, July 16, 1986

*“...There is no law prohibiting a person from exercising his right to work without possessing a Social Security number....”*

Harry Reid  
United States Senator (Nevada)  
Response letter to Kevin Passow, April 24, 1990

### **The Nature of Benefits**

Though not as straightforward in the matter of a government agency asking for a SSAN, the same official SSA web site does not contain one single passage that unequivocally states that anyone is ever required to provide any government agency with a SSAN upon request. The text of SSA web site, created by the same word-wizards that write IRC and every other Code in existence, is masterfully cloaked in ambiguity in order to cause the reader only to *believe* it is mandatory to provide a SSAN when requested by a government agency<sup>4</sup>—but since the only conscionable<sup>5</sup> purpose behind use of a SSAN is the acquisition of a benefit, no one can ever be compelled to provide one. An ancient and timeless maxim of law states, “No one can be compelled to accept a benefit against his will,” and so it is with SSAN's. The official SSA web site fully acknowledges this fact as shown above. Accordingly, no one is ever required to provide a SSAN under any circumstances unless, of course, someone is desirous of a Social Security-related benefit and the account number is necessary to verify eligibility.

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<sup>4</sup> The only time a SSAN is required is upon application for a benefit.

<sup>5</sup> Conscionable: Conformable to conscience or to right or duty; just; most common in the negative; *as* your demands are not *conscionable*.

## Employer Leeway in Obtaining a SSAN from an Employee

No matter what an employer *believes* an employee's responsibilities may be in the matter of providing a SSAN, the employer is not authorized by IRC, nor by any other Code, to take any action against the employee in an effort to induce the employee to provide a SSAN and seek a benefit against the employee's will, once the employer requests a SSAN and the employee declines to provide one. Neither United States Code (USC) nor Code of Federal Regulations (CFR) provides any instruction for any further communication with the employee on the subject of SSAN's once the request is made, and likewise for any retaliatory action against the employee for refusing to provide one. Whatever the employer does in such case is based only upon the employer's unfounded *belief* of what the employer is authorized/"supposed" to do, combined with ignorance of the law—and as we all know from Big Brother's cheerleaders: "Ignorance of the law is no excuse."

Similarly, no employer is authorized by any Code to abrogate<sup>6</sup> the terms and conditions of the employment contract with the employee. Again, the employment contract is executed *first*; only *afterwards* does the employer request a SSAN and try to induce the employee to seek Social Security benefits and enter into a separate contract with a third party (IRS). Whenever two parties go into contract with each other (whether verbally or in writing), common sense (as well as contract law) tells us that neither party can subsequently introduce new, arbitrary terms and conditions that must be fulfilled by the other party before the instigating party will honor its obligations as agreed upon in the contract (a form of "breach of contract"). When a contracting party claims the existence of a law that mandates such perfidious<sup>7</sup> conduct, that party is talking through his hat, as the Constitution expressly forbids the enactment (i.e. *existence*) of any such law:

*"No State shall...pass any...Law impairing the Obligation of Contracts..."*

Constitution of the United States (of America)  
Article I, Section 10, Clause 6

## No One Required to Seek Benefits

Even in those cases where a SSAN is required in order to receive a benefit, such as for unemployment compensation, welfare, and food stamps, the decision to apply for any such benefit and provide a SSAN (method by which a sovereign forfeits his/her sovereignty and cements his/her subjugation) is always *voluntary*. It cannot be any other way, because there is neither a penalty for failure to initiate a request for a benefit, nor a penalty for failure to follow through and acquire any such benefit. No penalty = Not required.

As an employee, the only official way to seek eligibility for Social Security benefits in respect of earnings with a particular employer is to provide that employer with a SSAN—*on a signed IRS Form W-4*. No other way is authorized in IRC. Therefore, if one does not wish to be eligible for Social Security benefits based on one's earnings with a particular employer, one would not submit the SSAN on the prescribed form, i.e. a W-4. To decline eligibility for Social Security benefits based on one's earnings apparently is a very commonplace event because the whole of the matter is taken up and concluded in a single sentence in IRC with a simple mandate for the employer: sign an affidavit stating you requested a SSAN, but the employee did not give you one. Per IRC, no further action by the employer is authorized.

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<sup>6</sup> Abrogate: To annul by authoritative act; abolish; repeal; as, to *abrogate* a rule or custom.

<sup>7</sup> Perfidious: [*<F. perfidie, <L. perfidia, <per, from, + fides, faith.*] Characterized by perfidy; involving a breach of faith; contrary to loyalty and truth; as *perfidious* actions.

## “Voluntary Compliance”

IRS officials and media pundits harp incessantly about “voluntary compliance” with income tax—and *rightfully* so: People who voluntarily acquire a SSAN (even via a parent) and then voluntarily sign a statement (W-4) swearing that they are a “taxpayer” and liable for the “income” tax, and listing a SSAN, voluntarily obligate themselves for income tax on earnings they make with the employer that collects the sworn statement (W-4). Such people should, therefore, voluntarily comply with IRC mandates re the payment of income tax on earnings with that employer. Employees for whom an employer has no SSAN on a signed W-4 would, of course, have no such obligation re their earnings with that employer:

*“A person with no social security [sic] number would have no taxable income.”*

Penny Payton, Claims Representative

Department of Health & Human Services

Response letter to Jerome T. Schiefen, January 10, 1990

For all intents and purposes, there is no substantial difference between an employee with no SSAN (as suggested in the above quote) and an employee who declines to provide a SSAN when requested of him/her. Once IRS receives a SSAN on a signed W-4 (collected and sent in by an employer), however, IRS converts the SSAN into a “taxpayer identification number” (without authorization) and then the charade of providing for all the employee’s purported future Social Security-related benefits commences and IRS begins expropriating whatever funds it wants from the paycheck today.

The SSAN—the foundation and indispensable component of the income tax scheme—is acquired voluntarily and provided voluntarily (even in the case of government agencies) every step of the way for the purpose of participating in the advertised aims of Social Security, i.e. so-called “retirement benefits.” Making provision to realize said future retirement benefits by signing a W-4 today is a sovereign, self-determined, voluntary act that can be conscionably undertaken only for the purpose of acquiring a benefit (there can be no other reason). If no benefits are desired, no such action need be taken. When no SSAN is volunteered via the W-4, there is no Social Security payroll tax—and no other kind of tax associated with the earnings received from that employer. The reason one is asked—and *not ordered*—to do these things is because it is unlawful to force someone to do something against his/her will. The only way to become eligible for Social Security benefits is to acquire a SSAN and voluntarily go into contract with IRS by providing a SSAN on a signed IRS Form W-4. No one can be penalized for not seeking Social Security benefits.

### Nuts-and-Bolts Proof: Federal Codes

The above arguments are not mere speculation, and are confirmed in entirety in United States Code (USC) and Code of Federal Regulations (CFR):

An employer must request a SSAN from a new employee:

*“Any person required under the authority of this title to make a return, statement or other document with respect to another person **shall request** from such other person, and shall include in any return, statement, or other document, such identifying number as may be prescribed for securing proper identification of such other person.”*

**26<sup>8</sup> USC 6109(a)(3)** (Bold emphasis added)

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<sup>8</sup> Title 26 of United States Code = Internal Revenue Code.

Regulation (positive law) interpreting the above 26 USC 6109(a)(3) prescribes procedure for an employer that does not know a new employee's SSAN even after having requested such:

*“If the person making the return, statement, or other document does not know the taxpayer identifying number of the other person...such person **must request** the other person's number. The request should state that the identifying number is required to be furnished under authority of law. **When the person making the return, statement, or other document does not know the number of the other person, and has complied with the request provision of this paragraph (c), such person must sign an affidavit on the transmittal document forwarding such returns, statements, or other documents to the Internal Revenue Service so stating.** A person required to file a taxpayer identifying number shall correct any errors in such filing when such person's attention has been drawn to them.”*

**26 CFR 301.6109-1(c)** (**Bold** emphasis added)

Penalty for an employer's failure to obtain a SSAN from a new employee:

*“In the case of a failure by any person to comply with a specified information reporting requirement on or before the time prescribed therefor, such person shall pay **a penalty of \$50 for each such failure...**”*

**26 USC 6723** (**Bold** emphasis added)

Waiver of penalty for failure to obtain a SSAN if employee refuses to provide a SSAN (purpose of the affidavit provision in 26 CFR 301.6109-1(c) above):

*“**No penalty shall be imposed** under this part with respect to any failure if it is shown that such failure is due to reasonable cause and not to willful neglect.”*

**26 USC 6724(a)** (**Bold** emphasis added)

It is very simple: An employer is required request a SSAN from a new employee (on a W-4, the only authorized way). If the new employee refuses to provide a SSAN, the employer is required by regulation (positive law) to submit an affidavit attesting that the request was made, thus eliminating the possibility of willful neglect on the part of the employer and ensuring a waiver of the \$50 penalty the employer would have incurred without it.

What is the new employee's role in all this? The new employee plays almost no part in this process. The new employee has no contact and no relationship with IRS, only the employer, who merely requests a SSAN. Once the new employee declines to provide same, his/her role in the process is complete. At that point the employer has no other lawful option than to send IRS an affidavit (as prescribed by law) and honor the employment contract with the employee. IRS is satisfied, the new employee is satisfied, and therefore the employer should be satisfied.

### **Employer = IRS Slave**

The reason the current income tax scheme is so effective is that IRS enlists an outside, third-party volunteer, the *employer*, to work without pay—i.e. as an unwitting *slave*—to ensure that people who draw a paycheck from said employer pay Social Security payroll tax (and income tax, by virtue of submitting the SSAN on an IRS Form W-4). Everything the employer does in this wise is *voluntary*. IRS assumes no liability for the actions of the employer re removal of funds from the employee's paycheck, nor does IRS compensate the employer for his/her/its labor. Since the employer already erroneously believes that it is his/her/its duty to calculate, collect (levy), and distribute taxes from employees' earnings without compensation, it is easy to imagine the difficulties that one might encounter in educating the employer re the actual facts of the law. Therefore, it is imperative that one be as prepared as possible to deal with any eventuality that might arise at the moment of truth.

## Two Different Situations

People who draw a paycheck for their living fit into one of two categories: (1) currently employed, (2) currently unemployed. Folks in the latter category will have an easier time of things when they start their next job because the employer will not know their SSAN. People currently employed who want their employer to change horses in midstream and “forget” their SSAN and signed W-4 may have a little more work ahead of them. In such case, moving on and looking for a new job may be more appealing than sticking with a current employer who refuses to mend his/her/its ways, comply with the law, and do the right thing—despite the apparent disadvantages that come with seeking new work. We shall deal with both of these situations, the simpler of the two first: new employers.

## A Most Critical Decision

The reader that decides to continue to participate in the Social Security retirement program in order to be eligible for Social Security and other types of benefits derived from his/her earnings via employment will have no use for the remainder of this essay. However, the information that follows immediately below is nevertheless offered so those who are undecided are better equipped to make an informed decision.

## The Nature of Social Security

The Social Security retirement benefits program fits the definition of a Ponzi scheme<sup>9</sup> and therefore should be carefully considered by those who intend to partake in it:

“Ponzi scheme. (**pon**-zee). A fraudulent investment scheme in which money contributed by later investors generates artificially high dividends for the original investors, whose example attracts even larger investments. • Money from the new investors is used directly to repay or pay interest to old investors, usu. without any operation or revenue-producing activity other than the continual raising of new funds. This scheme takes from Charles Ponzi, who in the late 1920’s was convicted for fraudulent schemes he conducted in Boston.”

Black’s Law Dictionary, Seventh Edition (1999)

Social Security is the most massive Ponzi scheme in the history of the world, siphoning off literally tens of trillions of Social Security-payroll-tax dollars from unwitting “volunteers” since 1935. Presently, only people born before 1940 (“old investors”) can expect to receive a full payout of Social Security benefits for the duration of their life after they retire. Most others (“new investors”) can only hope for partial benefits, and people born after 1970 have no hope of ever receiving any Social Security benefits in their lifetime. White House Press Secretary Ari Fleischer confirms Social Security’s nature as a Ponzi scheme in the Thursday, July 25, 2002 edition of the Los Angeles Times in an article entitled “White House Says Bush Still Backs Benefit Plan”:

*“White House Press Secretary Ari Fleischer took a swing at the existing Social Security program, calling it ‘dangerous’ to ‘let people pay a lifetime of high taxes for a Social Security benefit that under current projections they’ll never receive.’”*

Those who do not wish to continue to take part in Social Security are invited to continue on with the addendum attached hereto; others may stop at this point.

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<sup>9</sup> Ponzi schemes are illegal and victims of a Ponzi scheme usually never see a return of their investment. For a comprehensive examination and exposé of the Social Security System as a Ponzi scheme, see “The Curse of Co-Suretyship,” beginning on page 68 of Cracking the Code Third Edition.



# *How to Get Paid All of Your Earnings*

## *Addendum – Instructions*

### **I. How to Handle a New Employer if you do not want Social Security Benefits.**

A. Rule 1. The very first thing that you need to be aware of is the text of the positive law, i.e. 26 CFR 301.6109-1(c), that instructs an employer how to go about obtaining a SSAN from a new employee. Per the text of that section, once the employer “knows” the SSAN of an employee the employer is purportedly compelled to provide IRS with such number—even if the new employee withholds consent, disagrees, and forbids any such use of the SSAN.<sup>10</sup> Without placing oneself in a position to have to rectify such a wrong, it is easier simply to avoid the possibility of any such circumstance arising from the beginning. Therefore, the first rule to follow whenever a SSAN is requested of you is:

? *Never provide a SSAN unless you want to obtain Social Security benefits.*<sup>11</sup>

B. Application for employment. It is very likely that the employment application will have a slot for a SSAN. If you do not want Social Security benefits, do not enter your TRADE NAME’S SSAN. [Note: the account holder is your TRADE NAME, not your True Name. Examine the card if you do not believe this.] In the slot on the application for a SSAN, place one of the following:

? *“Not applying for credit”*

? *“Privacy Act”*

? *“Credit check not required”*

? *“Not an employee yet”*

? *“Not applying for SS benefits”*

C. How to respond to verbal demands. If employer personnel tell you that they need a number to process your application, any of the following replies can work without generating friction:

? *“I can’t remember it. I’ll have to get it later.”*

? *“Do you want to run a credit check for the purpose of issuing credit? If not, a Social Security Account Number has no bearing on an application for employment.”*

? *“Unless you are willing to guarantee that I will be hired, I am not willing to provide a Social Security number ahead of time based on privacy concerns.”*

? *“I’m not applying for Social Security benefits; I’m applying for a job. The issue of Social Security benefits can be taken up later, after I’m hired.”*

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<sup>10</sup> This is an example of how IRS induces the employer to violate/invoke one’s privacy, an offense that carries both civil and criminal penalties.

<sup>11</sup> Although it may be more difficult to follow this rule in opening a bank account, it would also apply equally with banks. The advertised reason that a bank needs a SSAN is for income tax purposes. If the account to be opened were a non-interest bearing account, the need for reporting income (derived from the 1½% annual interest paid) would never arise.

- ? *“The Internal Revenue Code does not authorize requesting a Social Security number until I am hired.”*
- ? *“I am afraid of identity theft and prefer to withhold my Social Security Account Number for privacy reasons until it is confirmed that I am hired.”*

D. One possible exception. In the most extreme cases where the employer insists that is absolutely vital that an applicant’s credit report be checked (even though the official SSA web site says that there are alternative methods to check on someone besides using a SSAN and that businesses “do not need it”) and it seems impossible to get to the next step without revealing it—and you are willing to take the chance in order to get the job—a SSAN might be provided under the following circumstances:

Applicant: *Okay. I can see that you are sincere, and therefore I am willing to allow my privacy to be compromised just this one time in order to accommodate your needs. However, the application will have to be notated and signed by an company officer that your company will use the number just this one time, and this time only, and for this purpose, and for no other purpose, and that no company employee will retain any record of the number after the credit check is complete. As long as you are willing to guarantee those things on behalf of the company on the face of the application, and as long as I can keep the original application and you take a copy, I am willing to allow you the use the Social Security number to run a credit check.*

Employer: *Okay. Never seen anyone that was so concerned about his privacy, though.*

E. Name and Address of the Job Applicant. The last sentence of 26 CFR 301.6109-1(c) is very important and reads as follows:

“A person required to file a taxpayer identifying number shall correct any errors in such filing when such person's attention has been drawn to them.”

1. IRS databases. What this means is that even though the employee may be successful in starting work without applying for Social Security benefits, and the employer sends IRS an affidavit as instructed, IRS can come back with a SSAN that matches up with the name and address (obtained by the employer from the new employee’s job application) provided in the employer’s affidavit and demand that the employer then correct the errors in “such filing” (that IRS provides the employer) now that the employer’s “attention has been drawn to them” and begin withholding taxes from said new employee’s paycheck. If IRS knows the SSAN, count on them to intimidate the employer into withholding your earnings no matter what you say.
2. Sworn statements. A different name and address that minimizes the possibility of IRS matching up your TRADE NAME’S SSAN from a previous employer is best. Never do anything illegal, such as swear out a false statement (under penalty of perjury, etc.). Any such act weakens your position whether discovered or not and should always be avoided.
3. Variations in the name. There are many ways that the name can be lawfully modified/abbreviated; in fact, creditors regularly use corruptions (“derivatives and variations in the spelling”) of the TRADE NAME on legal briefs when they come after an alleged debtor—and the court never has a problem in ruling against the alleged debtor. Turnabout is fair play. You can utilize this technique for your own advantage.

4. Addresses. Through strictly lawful means, it may be possible to cite an entirely different address than most people think is appropriate for your TRADE NAME, both historically and currently. You need to scour the recesses of your mind and get creative; the more creative, the better chance of avoiding being linked up with a SSAN based on an address in an IRS data base. P.O. Boxes, especially those in the name of another party, work well.<sup>12</sup> If one were living in a hotel room as of the date appearing on an employment application, one could arguably cite the address of the hotel on the application, even if it were out-of-town and out-of-state. These are personal choices based on personal conviction and—*ideally*—could be backed up with documentary evidence if the need ever arose (highly unlikely).

F. Taking care of business. Shortly after you are hired, someone instructs you to “Go on down to Personnel sometime today and sign all the forms,” or some such thing. Follow through and make the visit as instructed and when you are confronted with the “Social Security Benefits Eligibility Form,” i.e. the W-4, look it over very studiously and then politely hand it back.

1. A plausible exchange. Here is a sample conversation that might ensue in such an encounter:

New employee: *No thanks. I prefer not to seek any Social Security benefits.*

Personnel Clerk: *Oh, but we need that filled out in order to hire you.*

New employee: *That’s not what I was told by Mr. Smith.*

Personnel Clerk: *What do you mean?*

New employee: *He told me I was hired already.*

Personnel Clerk: *Well, technically that’s true, but IRS requires us to give them a signed W-4 from every new employee.*

New employee: *Are you sure about that?*

Personnel Clerk: *Oh, yes. I’ve been working here for over five years and every employee must give us a completed and signed W-4.*

New employee: *Are you saying that what you are asking me to do is governed by the Internal Revenue Code?*

Personnel Clerk: *Yes.*

New employee: *Well, I believe you are mistaken because the Internal Revenue Code gives explicit instructions on the procedure to follow when a new employee declines to provide a Social Security Account Number and it does not involve trying to persuade the new employee to participate in Social Security.*

Personnel Clerk: *This is getting out of control. I am not here to argue. Either fill out and sign the W-4 or I will have to recommend that you not be hired.*

New employee: *I’m already hired.*

Personnel Clerk: *Well, then I will have to recommend that you be fired.*

New employee: *On what grounds?*

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<sup>12</sup> Postal employees place mail in the P.O. Box indicated on the envelope, irrespective of the name of the addressee.

Personnel Clerk: *On the grounds that you will not do what I am asking you to do.*

New employee: *You are free to do that if you like, but you will be named as an interested party in a lawsuit, along with your company, for wrongful termination and numerous other crimes and violations of the Constitution, and I will win because what I am saying is backed up by the Social Security Administration, the Internal Revenue Code and the Code of Federal Regulations and what you are doing is unlawful, arbitrary, and not supported in law. Would you like to see the law that governs such matters?*

Personnel Clerk: *This conversation is over. Please wait here.*

[Leaves the room for a few minutes and returns with Mr. Cooper, the head of the personnel department.]

New employee: *Hi, Mr. Cooper.*

Personnel Chief: *What seems to be the problem Mr. Doe?*

New employee: *No problem for me. Miss Stewart just wanted me to sign up for Social Security benefits and I declined her offer.*

Personnel Chief: *You mean you are unwilling to fill out a W-4 for our records?*

New employee: *The purpose of a W-4 is to keep track of Social Security benefits on the money I earn here. Seeking benefits from Social Security is voluntary and I choose not to seek such benefits.*

Personnel Chief: *I am surprised at you, Mr. Doe. You impressed me as a very conscientious fellow, but I am afraid I am going to have to recommend your dismissal.*

New employee: *You mean fire me?*

Personnel Chief: *That's correct.*

New employee: *What for?*

Personnel Chief: *For being unwilling to follow the law and attempting to work in this country illegally.*

New employee: *So you are saying that in order for me to work in America legally I am compelled to disclose a Social Security number and seek Social Security benefits?*

Personnel Chief: *Yes.*

New employee: *Are you an attorney, Mr. Cooper?*

Personnel Chief: *No.*

New employee: *Did you know that practicing law without a license is illegal and that you just gave me a legal opinion? Do you know that you can go to jail for practicing law without a license? [Silence—because Cooper does not know what he is talking about.] What you just stated is completely outside the prescriptions of the Internal Revenue Code and the Code of Federal Regulations regarding an employee that does not provide the employer with a Social Security Account Number.*

Personnel Chief: *I am not going to put up with this nonsense any longer. If you are not willing to fill out a W-4, you will be fired.*

New employee: *Very well, but you will be named as an interested party in a lawsuit that will be immediately filed against you and your company, for wrongful termination, denying employment without due process, and other crimes and violations of the Constitution, and I will win because what I am saying is backed up by the Internal Revenue Code, the Code of Federal Regulations, and the Social Security Administration and what you are proposing is unlawful, arbitrary, and not supported in law. However, all that unpleasantness can be avoided if you will show me the courtesy of a few minutes of your time to show you the law governing these matters. I have a copy of the applicable sections of the Internal Revenue Code and the Code of Federal Regulations as well as the official position of the Social Security Administration. We could wrap up this whole conversation in as little as five minutes.*

Personnel Chief: *Are you trying to tell me that the Internal Revenue Code supports what you are saying?*

New employee: *I am. Would you like to see it?*

Personnel Chief: *[Hesitating] Okay. I am willing to take a look at what you've got, but the first instance of any foolishness and this is over.*

New employee: *Fair enough. First of all, here is what Social Security says I can do when you request a Social Security number from me. This is a printout from the official Social Security Administration web site telling people what to do when a business or other enterprise asks for their Social Security number. Here is the question [points at the highlighted question], and here is the answer [points out the highlighted sections at the top of Page 2 of the printout—copy enclosed here].*

Personnel Chief: *That's all fine and dandy but we are forbidden to allow anyone work here that does not have a SSAN on file.*

New employee: *Is that company policy?*

Personnel Chief: *No. That's what the IRS requires us to do.*

New employee: *Allow me to show you the Internal Revenue Code and the implementing regulations of the Code of Federal Regulations that instruct the employer exactly what to do when the employer does not have a Social Security Account Number for the employee. This is section 2613 USC 6109(a)(3) of the Internal Revenue Code [shows a printout of the actual code—copy enclosed here]. Notice that the employer is only authorized to "request" a Social Security Account Number. No other action by the employer is authorized by the Code.*

*This is section 26 CFR 301.6109-1(c) of the Code of Federal Regulations, which prescribes exactly how the employer is required to implement section 6109(a)(3) of the Internal Revenue Code. Irrespective of anything else that may apply in the case of the employee, this is the extent of what the employer is authorized to do. Please read it carefully [personnel chief reads]. Notice that the employer's only lawful recourse is to sign and submit an affidavit on the transmittal document forwarding returns, statements, and other*

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<sup>13</sup> Title 26 of United States Code = Internal Revenue Code.

*such documents to the IRS. There is no provision for the employer to take any other action, such as firing the employee or refusing to pay him. Since I do not wish to apply for Social Security benefits, and since the W-4 is the only official form on which the Social Security number can be submitted, there is no reason to fill out the form.*

Personnel Chief: *This all looks very official, but I know for a fact that IRS would come down on us if we allow you to work here without a Social Security number.*

New employee: *You mean be penalized?*

Personnel Chief: *Yeah.*

New employee: *Do you know what the penalty is for an employer who fails to get a Social Security Account Number from a new employee?*

Personnel Chief: *Not exactly.*

New employee: *A fifty-dollar fine. But the fifty bucks only comes into play if you fail to report that you don't have a number for a particular employee. Here is the section of the Code that lays out the penalty and here is the Code that provides a waiver of that penalty for those employers that follow the Code and send in an affidavit [shows personnel chief a highlighted printout of sections 6723 and 6724(a)].*

Personnel Chief: *Hmmm. This is too incredible to believe. You've made your point, so I'm not going to fire you, but this has got to go above my head. I can't deal with this.*

New employee: *Your CPA should be able to verify everything.*

Personnel Chief: *Right. You're still an employee for the time being, but this will have to go through him or our attorney or both of them, as well as the boss.*

New employee: *No problem. Here are the printouts of the Code we looked at. You are welcome to keep them. Meanwhile, I'd like to get started.*

Personnel Chief: *You are still hired provisionally, but that is subject to a final ruling on the outcome of all this. You can work with Curtis Johnson until this is settled. He is in room 201 on the second floor. He's expecting you.*

New employee: *Thank you. I'll head on up there.*

2. Demeanor. Some cases will be much simpler and others much more difficult, if not seemingly impossible—but pertinent issues always remain the same. That is why it is relatively easy for anyone to be able to grasp the concepts and, using only the four Code sections cited above, become fluent in the subject. The most important thing is to maintain a cordial, genuine tone with those you speak with; getting someone mad at you can wreck all the understanding you have established in an instant.
3. Sequence of events. Once someone is hired, he/she cannot be casually fired for an unfounded reason without risking serious legal action. As shown just below, such agencies as the Equal Employment Opportunity Commission may even get interested in helping you. The fact that one is officially hired and called “employee” is hard evidence of the illegitimacy of any attempt to then introduce a new, arbitrary condition of employment after the fact of being hired. If providing a SSAN were truly a requirement for employment, no one could be hired until he/she divulged a SSAN and signed a W-4, an impossible state of affairs.

4. Extortion. What you are up against is true *organized crime*: the Legal Masters of the World have artfully convinced the employer that the employer is a slave and is obligated to coerce and extort its employees on behalf of an uninvolved third party (IRS) and overwhelm employees with “an offer they can’t refuse.”

G. Case Precedent. In a famous case involving a young man that did not want to obtain a SSAN—*based on religious convictions*—as a condition of employment at Taco Bell after being hired, the court ruled that the boy did not have to obtain a SSAN in order to retain his right to work. The boy, 16-year-old Bruce Hanson, won a \$10,000 judgment, but also agreed not to work at Taco Bell, thus preserving Big Brother’s secret. In the court’s dismissal of the defendant’s motion to dismiss of March 9, 1992, the court stated:

*“However, the court is unaware of, and ISC does not cite any federal law that requires termination of an employee because he or she refused to obtain a Social Security number.”*

Equal Employment Opportunity Commission v. Information Systems Consulting  
Case No. CA3-92-0169-T  
U.S. District Court, Northern District of Texas, Dallas Division.

There is no inherent difference between an aversion to apply for a benefit (i.e. obtain and provide a SSAN) based on religious convictions and one based on any other reason. This is why Social Security Administration informs people—even after the SSAN is acquired—that use of the number is always voluntary. If use of the number is always voluntary, then no employer can lawfully introduce a new condition of employment (to use/obtain a SSAN) after the fact of hiring someone and entering into an employment contract.

H. The ultimate argument. The Constitution says that, “*No State shall... pass any...Law impairing the Obligation of Contracts...*” (Article I, Section 10, Clause 6).

1. Unconstitutionality. After someone is hired, such as the boy in the Taco Bell case, contractually speaking, the employer is bound by the agreed-upon terms and conditions of the contract of employment with the new employee. If the Constitution has anything to do with this, *there can be no law* (i.e. no law can be introduced) that impairs the obligation of the contract of employment between employer and employee—but this is what occurs every time one is coerced into providing a SSAN in order to keep from being fired.
2. Non-existent law. The above reveals the pure unconstitutionality of one contracting party, the employer, seeking to coerce the other contracting party, the new employee, into applying for Social Security benefits by extorting a *second* contract with an unrelated, outside third party (IRS) by claiming existence of a law that mandates such act and making such act a requirement in order for the employer to honor the terms of the *original* contract. Constitutionally speaking, after entering into an employment contract with a new employee, no employer can claim the existence of *any law* that impairs the employer’s contractual obligations in the contract. The reason this is true is because *there is, in fact, no such law that allows it*. The disinformation inculcated into the collective consciousness of American employers (vigorously assisted by esquires<sup>14</sup>) cannot be supported by the factual existence of any such law.

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<sup>14</sup> Esquire: A man belonging to the higher order of English gentry, ranking immediately below a knight.... Applied to various officers in the service of a king... In the U.S. the title belongs officially to lawyers... Oxford English Dictionary (1979).



3. Supreme Court. This issue has never been asserted in a court of law, but its time has come and this is what must be claimed. Based on the truth and gravity of this issue, any such move will undoubtedly invoke maximum resistance—but the simple truth of this contention cannot be denied and a jury should be able to be convinced of it based on the evidence. The Supreme Court would blow IRS's cover by making a ruling on the unconstitutionality of such practice—blatant use of a non-existent “law” (IRC) that impairs the obligation of a contract—and that bridge will likely have to be crossed as this issue continues to arise with employers.
- I. The task at hand. This is not a fair fight, and it was never intended to be a fair fight. We have been under martial law since March 27, 1861 when representatives from the seven Southern States walked out of congress (leaving congress without a quorum to adjourn) and Lincoln took over as commander-in-chief of the military and issued the first Executive Order (command). Things have gone downhill since then. Our gold has been swindled and we have been converted into indentured servants and given a number to use in order to obtain “credit” and “benefits” and work our whole life on the new plantation to pay off an ever-increasing imaginary debt (the so-called “National Debt”).
- J. Ingredients for success. If you are to prevail against the odds and not be forced into “volunteering” for Social Security benefits against your will in order to keep from being fired by an employer, it may require a Herculean effort, including an explanation of what legal steps you will take if the employer does not follow the law and do the right thing. When you keep insisting that the employer follow the law and are unwavering in your resolve, many antagonists will eventually hear the truth in your urgings and capitulate and honor your wishes. Unfortunately, there will always be a small few that do not—but there is already a multitude of successes from people with much less ammunition to work with than is revealed here. In nearly every instance, their success stems from their unflagging certainty of the rightness of their position, combined with enough evidence to convince the employer of the legitimacy of what they were proposing.
- K. IRS “bait and switch”. The income-tax hook is baited with Social Security benefits; i.e. if you want eligibility for Social Security benefits you have to do business with IRS, who then converts the SSAN into a taxpayer identification number and compels the employer to waylay your paycheck however IRS sees fit. The IRS Form W-4 is the official vehicle for an employee to apply for Social Security benefits at his/her place of employment—and, per IRC, there is no other way for an employee to notify IRS. Therefore, both theoretically and practically speaking, if an employee does not want Social Security benefits on his earnings, there is no reason to notify IRS and provide a SSAN. That this decision also happens to short-circuit Big Brother's dreams of as much as 40% – 60% of an employee's paycheck is an unavoidable consequence. If an employee does not want Social Security benefits—*benefits that can only be obtained through voluntary enrollment and participation in the Social Security retirement program*—no law can compel the employee to volunteer a SSAN on an IRS form and seek such benefits.
- L. Following Through. Let us say things result in a meeting with an executive of the firm. The exec can be handled via Registered Mail-Affidavit of Mailing maybe more easily than he/she can with a personal meeting, but when the time comes you need to be fully prepared for anything and armed with the *original* of at least one letter from one of your congressmen, and a certified copy of said letter (using a “Copy Certification by Document Custodian” form<sup>15</sup>) for any company officer you may have to deal with.

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<sup>15</sup> See paragraph “C” on page 206 of [Cracking the Code Third Edition](#) for an explanation of the use of this form.

1. Write your congressmen<sup>16</sup> now. Upon reading these words it is critical that you immediately draft and mail a letter for each of your senators and your U.S. representative that contains no more than two of the questions listed below.<sup>17</sup> Each letter should be as brief as possible and have a simple, plausible, compelling theme encapsulated (ideally) in one sentence (not more than two) that is deserving of an answer. [Note: The terms “American citizen” and “America” may be interchanged with “United States citizen” and “United States,” respectively.]:

- ? *“Is a United States citizen required to obtain a Social Security number in order to live and work in the United States?”*
- ? *“Is an American citizen required to provide a Social Security number in order to live and work in America?”*
- ? *“If I already have a Social Security number, is there any law that requires that I participate in Social Security where I work?”*
- ? *“Is there any law that requires a United States citizen to provide a Social Security number to be eligible for a benefit he does not desire?”*
- ? *“Is there any law prohibiting a United States citizen from working in the United States if he does not desire Social Security benefits?”*
- ? *“Does an employer have the right to compel an employee to provide a Social Security number?”*
- ? *“Is there any law that allows an employer to compel an employee to provide a Social Security number in order to retain his job?”*
- ? *“Is there any law that allows an employer to refuse to pay an employee all of his earnings if the employee does not provide a Social Security number?”*
- ? *Is there any law that authorizes an employer to fire a new employee or withhold any of his pay if the new employee declines to provide a Social Security number and participate in Social Security?*
- ? *Is there any law that allows an employer to compel a new employee to provide a Social Security number and participate in Social Security if the new employee does not want Social Security benefits?*
- ? *Is there any law that requires a U.S. citizen to reveal his Social Security number in order to participate in the Social Security program where he works if he does not want to accumulate credit toward, and be eligible for, Social Security benefits on the money he earns there?*

2. Properties of your letters. The above questions are well thought out and are designed to elicit a meaningful answer by piercing any veneer that might be used to gloss over such inquiries. Therefore, it is recommended that you not introduce alterations. Notice that the subjects of “IRS” and “W-4” are never mentioned—*only Social Security-related issues*. Since Social Security is the advertised reason for filling out a W-4, the issue of Social Security is all that is addressed. The shorter and more coherent, courteous, and ingenuous<sup>18</sup> the letter,<sup>19</sup> the better the response you

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<sup>16</sup> Visit <http://www.civilrightsforum.org/cra/links.html> for the DC address of all senators and representatives.

<sup>17</sup> It is best to send your congressmen a duplicate letter at both their Washington, D.C. and local address; i.e. a total of six letters: two for each senator and two for your representative.

<sup>18</sup> Ingenuous: Candid, frank, or open in character and quality; free from disguise; innocent; artless.

will receive—and it is unwritten policy that all letters from constituents be answered (usually within 30 days). Antagonistic letters may be met with a polite, hollow reply or ignored altogether, so avoid such approach.

3. Official, overwhelming validation. Do not be surprised if the answer you receive contains the exact statement you are hoping for.<sup>20</sup> Response letters from congressmen can be sent in and posted on the UCCSG web site for all to see and benefit from. Letters can then be downloaded and printed out (on a color printer, ideally) by anyone, and a whole book of congressional responses can be compiled to use in convincing even the most stubborn of employers.

M. Handling things in writing. An employer (i.e. any of the employer's officers) can be handled with either/both of two types of written communication if necessary: affidavit<sup>21</sup>; and letter.

1. Affidavits. The purpose of any affidavit used herein is twofold:
  - (a) To establish a paper trail of evidence proving one's intent—i.e. that one does not wish to volunteer for eligibility for Social Security benefits from the earnings one collects from a particular employer; and
  - (b) To let the employer know that one cannot be muscled into "volunteering" to participate in Social Security and is capable of seeking legal remedies against the employer, foremost of which is *breach of contract*.
2. Letters. The purpose of any letter is to state demands based on official policy of SSA, applicable sections of IRC and CFR, and personal responses from congressmen. Such demand letters should also have a (color) photocopy of all documents cited within (SSA policy and IRC and CFR sections are attached herewith), as well as a certified (color) copy of any letter from a congressman (using a "Copy Certification by Document Custodian" form, as mentioned above).
3. Documenting your position. Even when a company officer is personally handed written communication by you, *if there is any doubt whatsoever concerning the eventual outcome of the employment situation*, cover yourself by sending the same written communication by Registered Mail, Restricted Delivery, Return Receipt Requested, Affidavit of Mailing, thus enabling you to prove that the company officer received it. Remember: No matter how easy this may turn out to be in the end, you must be prepared for the absolute worst in the beginning and every step of the way thereafter—and building a paper trail of evidence is the most prudent way to go about it. You are showing the employer that the actions taken by the employer against other reluctant SSAN holders for all these years is strictly on the employer's own determinism and is not authorized by law. There cannot be too many employers that are happy to discover this, but many who will be heartened to do the right thing and follow the law from here on out.

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<sup>19</sup> This is also the perfect opportunity to establish a new return address that does not link up your TRADE NAME and address with the TRADE NAME'S SSAN in an IRS database (because your employer will see the response letter you receive from your congressmen).

<sup>20</sup> For those fortunate enough to be in Representative Ron Paul's district in Texas, you should get a strong response. [Note: It is not unreasonable for any Texan to write Ron Paul and seek answers for these questions.]

<sup>21</sup> See "Affidavit Properties" in the Document Archive section of [www.uccsg.com](http://www.uccsg.com) for a treatment of the nature and of characteristics of an affidavit.

## II. Current Employers and Voluntary Compliance with the Law.

- A. Currently employed. Although this can be a much more difficult situation to remedy than the one discussed in Part I (where the employer does not have a SSAN for a new employee), the fundamental issues are the same and anyone in this latter category that has not read pages 1 through 16 in entirety needs to do so before continuing with this Part.
- B. The nature of the beast. Nearly all people who are currently employed and want to withdraw from participation in the Social Security retirement benefits program are seeing between 30% and 50% of their paycheck disappear (some are losing more) as a direct result of their employer having their SSAN on a signed IRS Form W-4 Employee's Withholding Allowance Certificate. This apparently innocent little document is actually the cornerstone of the entire Federal Reserve System confidence game (initiated November 22, 1910 in Jeckyll Island, Georgia and memorialized December 23, 1913 in the Federal Reserve Act of 1913), because without ongoing, unfettered exploitation of unwitting "volunteers" via the W-4, the inherently fraudulent nature of the financial system is exposed. As revealed in Cracking the Code Third Edition, all money is literally *borrowed into existence*; i.e. no bank actually ever loans anything of value (is forbidden to do so by banking regulations) in a so-called "loan transaction." The so-called loan is funded by the alleged borrower's *promise-to-pay* (promissory note; credit application), which is treated as a *deposit* (just like any other deposit in a demand deposit account—e.g. checking, savings) and then converted into Federal Reserve Notes without the alleged borrower's knowledge or consent and returned as the "loan" (the foregoing procedure is verifiable with any CPA). Unless vast sums of Federal Reserve Notes (FRN's) are regularly extracted from circulation in the form of income and other types of taxes (various fines associated with use of FRN's that accrue for the benefit of the owners of the FRN's) the money supply goes out the roof and rampant inflation<sup>22</sup> ensues. Such events do not take place in a substance-backed monetary system (such as the gold-backed system that this country enjoyed until as recently as 1913) and reflect on the intentions and activities of the custodians of the private money supply (Fed owners and operators) and can lead to serious demands for accountability from the constituency (such as recently seen in Argentina and other South American countries, all of which now embrace other lawful, alternative forms of money, money substitutes, and systems of barter). FRN's extracted from the paychecks of hundreds of millions of American employees constitute the bulk of the foundation of Big Brother's ability to continue to operate the Federal Reserve confidence game. Deciding to opt out of the Social Security Ponzi scheme and completely and lawfully remove all of one's earnings from the realm of taxation is not something that is looked upon kindly by Big Brother's legions (e.g. CPA's, attorneys of all kinds, judges, government officials, etc. whose economic existence is predicated on the survival of the system) and can generate massive resistance (because it signals the beginning of the end of Federal Reserve domination and control). When you undertake to handle a current employer and get the employer to honor your wishes to cease participating in Social Security, this is the monster that you seek to escape. Its propensity for blind hatred and lawlessness toward upstart slaves (you) is not to be underestimated.

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<sup>22</sup> *Inflation* is an economic condition wherein there is relatively more money available to buy products than there are products available for sale (seller's market; e.g. the Roaring 20's). *Deflation* is an economic condition wherein there is a relative abundance of products for sale, but not enough money available with which to purchase them (buyer's market; e.g. the Great Depression).

- C. The route out. You have “volunteered” to participate in the Social Security retirement benefits program by placing your TRADE NAME’S SSAN on a signed W-4, a sworn proclamation that you are taxpayer and liable for the income tax. Your saving grace (and route out) is the fact that this is an unconscionable bargain,<sup>23</sup> established not via just one, but *all five factors* that vitiate<sup>24</sup> a contract by nullification of the consent factor: duress; menace; fraud; undue influence; and mistake (attached herewith<sup>25</sup>). Your task is to show your employer how each of these points is binding you detrimentally against your will and thereby obtain the employer’s agreement to honor the fact of the legal non-existence of the ink marks and data on the W-4.
- D. Documents. The following can be undertaken both verbally and in writing; the magnitude of the opposition one is faced with dictates which method is more appropriate, if not both.
1. Official endorsement. Immediately draft a letter for your senators and representative in congress as described in paragraphs “L.1” through “L.3” beginning on page 15 of this essay and obtain as many favorable responses as possible. There is nothing prohibiting you from also writing the Commissioner of Social Security, the general counsel of the Social Security Administration, and any other similarly involved official—because all are hamstrung<sup>26</sup> by the nature of the questions appearing on page 15 and cannot answer truthfully without helping your cause.
    - (a) Send in favorable responses from congressmen and government officials by scanning and emailing or by color photocopying and snail-mailing such letters for posting on the [www.uccsg.com](http://www.uccsg.com) web site under “Congressional Responses” in the Document Archive section.
    - (b) Check under “Congressional Responses” in the Document Archive section at [www.uccsg.com](http://www.uccsg.com) for letters from government officials confirming the voluntary nature of use of a Social Security Account Number and download and print a color copy for use in handling your employer.
  2. Affidavit. Immediately begin composing an affidavit that is in conformity with “Affidavit Properties” and “Sample Affidavit with Instructions” in the Document Archive section of [www.uccsg.com](http://www.uccsg.com). A sworn affidavit constitutes evidence (testimony), and *this affidavit must document*:
    - (a) Vitiating factors. The fact of duress, menace, fraud, undue influence, and mistake—each taken up individually in its own separately numbered paragraph(s) in intimate, moment-to-moment detail (unfolding like a motion picture in sequence, clarity, and vividness)—that is responsible for the W-4 and SSAN currently on file at IRS courtesy of the employer. Consult a dictionary for the exact meaning of each of the above five terms to ensure absolute accuracy in the affidavit. Include *all* events and *all* parties (e.g. media article/stories, school teachers, politicians, IRS personnel/literature, etc.) influencing your decision to provide a SSAN and sign the W-4. If you are unable to determine exactly how one of the five factors bears upon your situation, omit any discussion of such point in the affidavit.

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<sup>23</sup> Unconscionable bargain: A contract which no man in his senses, not under delusion, would make, on the one hand, and which no fair and honest man would accept, on the other. Black’s Law Dictionary, First Edition (1891).

<sup>24</sup> Vitate: To make legally ineffective.

<sup>25</sup> See also **contract** in Glossary.

<sup>26</sup> Hamstrung: Made ineffective or powerless.

- (b) Void W-4. The fact that the ink marks and signature appearing on the original, subject W-4 in question (and the toner marks on any photocopy of the original W-4 in the possession of the employer) are not your ink marks and signature per all applicable points listed in subparagraph “2(a)” immediately above, thus nullifying any alleged effectiveness of said document. The affidavit must positively state these facts.
  - (c) No authorization. Now that the W-4 contract is voided, any use/disclosure of the SSAN by the employer is not authorized and any and all unauthorized use/disclosure of the SSAN is expressly forbidden and so stated.
3. Demand letter. Although some employers/employer personnel can be successfully handled on the points discussed below using only dialogue, nothing is guaranteed and generally this is not known until after the fact. Therefore, to maximize chances of success, construct a demand letter in accordance with paragraph “M.2” on page 16 and also consider the following:
- (a) Heading. Generally not advisable to place any type of heading on a letter, but there may be circumstances where this is appropriate.
  - (b) Contents. The letter needs to cite applicable sections from attached (and certified/notarized, where possible/appropriate) documentation, and must make definitive demands based on:
    - (i) Statutory code re contracts (citing the five points that can vitiate a contract);
    - (ii) SSA policy from the official SSA web site (re the fact of “mistake”);
    - (iii) Applicable sections of IRC and CFR (granted, this may appear to be a moot point, and may be omitted if desired, but these issues can be used to show the employer what the employer needs to do from this point forward, and may cause the employer to reconsider the employer’s stance on the W-4 currently on file);
    - (iv) Favorable quotes in any letter from any government official;
    - (v) Article I, Section 10, Clause 6 of the Constitution of the United States (of America); and
    - (vi) Evidence contained in the affidavit described immediately above in paragraph “D.2.”
  - (c) Intention. Without provoking the employer unduly, your written communication should reflect a quiet resolve to pursue matters via legal means if necessary.
  - (d) Transmission. Different types of personnel present different obstacles: sometimes it is sufficient to hand over documentation in person (as in a meeting), and other times it is best to use Registered Mail. Analyze your options carefully and choose the most advantageous approach with each personnel. Generally, if there is any doubt whatsoever about the outcome of your situation, including a potential reversal of a positive current state of affairs, you must, in order to create a paper trail you can rely on to document your position and keep the employer on the employer’s best behavior, immediately send any and all concerned personnel

the same documentation by Registered Mail, Restricted Delivery, Return Receipt Requested, Affidavit of Mailing. You never want to shoot yourself in the foot by giving the impression of *overkill*, however, so any such mailing is best tempered with a simple cover letter citing the meeting and that this is merely your way of obtaining official confirmation of receipt of documents.

- D. Preparedness. Remember what is at stake and never underestimate what objections may need to be fielded and defused through documentary evidence in any meeting with any personnel. In short, you need to be fully prepared for the absolute worst from the very beginning.
- E. Demeanor. As stated in Part I, get someone mad at you and you can destroy all the positive gains you make. You do not want to come off as a milquetoast,<sup>27</sup> but you also do not want to use any more effort and insistence than is necessary to get the desired result. Always conduct yourself in a calm, courteous manner, no matter the provocation. The party that shows the most level-headedness usually prevails. You are holding all the Aces; the only way to blow things is if you do not know it.
- F. Legal action. The main wrong being committed by an employer in such a situation is violation of privacy via unauthorized use of the SSAN. The W-4 is invalidated by the affidavit (evidence) and lawfully cannot be superseded by anything less than a point-for-point counteraffidavit sworn true, correct, and complete. In the event the employer chooses to continue to conspire with IRS and use and disclose private information after notification of lawful negation of the alleged W-4 (the alleged W-4 is no longer signed and the SSAN no longer appears on the alleged W-4 once the affidavit is notarized and served on the employer and goes un rebutted), it is not unreasonable to consider legal action based on the correctness of your position as established in the documents referenced in paragraph “D.3.(b)” on page 19 of this essay.
- G. Criminal matters. Once any alleged authorization to use/disclose the SSAN is nullified by vitiating factors that are attested in a sworn affidavit, the employer has no legal basis to continue to use/disclose said SSAN, irrespective of any acts apparently compelled of the employer by IRC, and any such further unauthorized use/disclosure is willful. Title 42 United States Code, Chapter 7, Subchapter II, Section 408 is very clear on the penalties for illegal use/disclosure of a SSAN:

*“(a) In general... Whoever... (8) discloses, uses, or compels the disclosure of the social security number of any person in violation of the laws of the United States; shall be guilty of a felony and upon conviction thereof shall be fined under title 18 or imprisoned for not more than five years, or both.”*

**42 USC 408 Penalties**

Also, should an employer illegally seek to compel a new employee to disclose a SSAN—*e.g. to compel the employee seek Social Security benefits against his/her will*—as a condition of employment, the above statute also appears to have applicability.

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<sup>27</sup> Milquetoast: Any timid or excessively apologetic person.



**Category** ⓘ

Social Security Numbers and Cards

All Subcategories

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Phrases

**Answer ID**

78

**Date of Last Update**

07/03/2002 03:29 PM

[Print Answer](#)[E-mail This To a Friend](#)**When do I have to provide my Social Security number?****Question**

Must I provide a Social Security number (SSN) to any business or government agency that asks?

**Answer**

The Social Security number (SSN) was originally devised to keep an accurate record of each individual's earnings, and to subsequently monitor benefits paid under the Social Security program. However, use of the SSN as a general identifier has grown to the point where it is the most commonly used and convenient identifier for all types of record-keeping systems in the United States.

Specific laws require a person to provide his/her SSN for certain purposes. While we cannot give you a comprehensive list of all situations where an SSN might be required or requested, an SSN is required/requested by:

- Internal Revenue Service for tax returns and federal loans
- Employers for wage and tax reporting purposes
- States for the school lunch program
- Banks for monetary transactions
- Veterans Administration as a hospital admission number
- Department of Labor for workers' compensation
- Department of Education for Student Loans
- States to administer any tax, general public assistance, motor vehicle or drivers license law within its jurisdiction
- States for child support enforcement
- States for commercial driver's licenses
- States for Food Stamps
- States for Medicaid
- States for Unemployment Compensation
- States for Temporary Assistance to Needy Families

· U.S. Treasury for U.S. Savings Bonds

The Privacy Act regulates the use of SSNs by government agencies. When a Federal, State, or local government agency asks an individual to disclose his or her Social Security number, the Privacy Act requires the agency to inform the person of the following: the statutory or other authority for requesting the information; whether disclosure is mandatory or voluntary; what uses will be made of the information; and the consequences, if any, of failure to provide the information.

If a business or other enterprise asks you for your SSN, you can refuse to give it. However, that may mean doing without the purchase or service for which your number was requested. For example, utility companies and other services ask for a Social Security number, but do not need it; they can do a credit check or identify the person in their records by alternative means. Giving your number is voluntary, even when you are asked for the number directly. If requested, you should ask why your number is needed, how your number will be used, what law requires you to give your number and what the consequences are if you refuse. The answers to these questions can help you decide if you want to give your Social Security number. The decision is yours.

For more detailed information, we recommend the publication at <http://www.ssa.gov/pubs/10002.html>

Notify Me by E-mail if this Answer is Updated

#### How well did this answer your question?

Very Helpful  Somewhat Helpful  Not Helpful

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## [Laws: Cases and Codes](#) : U.S. Code: Title 26: Section

Title 26

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? [TITLE 26 - INTERNAL REVENUE CODE](#)

*U.S. Code as of: 01/05/99*

[\(Notes\)](#)

o [SUBTITLE F - PROCEDURE AND ADMINISTRATION](#)

[\(Notes\)](#)

⚡ [CHAPTER 61 - INFORMATION AND RETURNS](#)

[\(Notes\)](#)

⚡ [SUBCHAPTER A - RETURNS AND RECORDS](#)

[\(Notes\)](#)

⚡ [PART I - RECORDS, STATEMENTS,  
AND SPECIAL RETURNS](#)

[\(Notes\)](#)

[Tax Law Guide](#)

[Tax Articles and  
Documents](#)

[Tax Discussion](#)

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n [\(a\) Supplying of identifying numbers](#)

When required by regulations prescribed by the Secretary:

(1) Inclusion in returns

Any person required under the authority of this title to make a return, statement, or other document shall include in such return, statement, or other document such identifying number as may be prescribed for securing proper identification of such person.

(2) Furnishing number to other persons

Any person with respect to whom a return, statement, or other document is required under the authority of this title to be made by another person or whose identifying number is required to be shown on a return of another person shall furnish to such other person such identifying number as may be prescribed for securing his proper identification.

(3) Furnishing number of another person

Any person required under the authority of this title to make a return, statement, or other document with respect to another person shall request from such other person, and shall include in any such return, statement, or other document, such identifying number as may be prescribed for securing proper identification of such other person.

THIS DATA CURRENT AS OF THE FEDERAL REGISTER DATED NOVEMBER 20, 2002

26 CFR - CHAPTER I - PART 301

[View Part](#)

**§ 301.6109-1 Identifying numbers.**

*(c) Requirement to furnish another's number.* Every person required under this title to make a return, statement, or other document must furnish such taxpayer identifying numbers of other U.S. persons and foreign persons that are described in paragraph (b)(2)(i), (ii), (iii), or (vi) of this section as required by the forms and the accompanying instructions. The taxpayer identifying number of any person furnishing a withholding certificate referred to in paragraph (b)(2)(vi) of this section shall also be furnished if it is actually known to the person making a return, statement, or other document described in this paragraph (c). If the person making the return, statement, or other document does not know the taxpayer identifying number of the other person, and such other person is one that is described in paragraph (b)(2)(i), (ii), (iii), or (vi) of this section, such person must request the other person's number. The request should state that the identifying number is required to be furnished under authority of law. When the person making the return, statement, or other document does not know the number of the other person, and has complied with the request provision of this paragraph (c), such person must sign an affidavit on the transmittal document forwarding such returns, statements, or other documents to the Internal Revenue Service, so stating. A person required to file a taxpayer identifying number shall correct any errors in such filing when such person's attention has been drawn to them.

? [U.S.C. TITLE 26 - INTERNAL REVENUE CODE](#)

o *Subtitle F - Procedure and Administration*

≈ [CHAPTER 68 - ADDITIONS TO THE TAX, ADDITIONAL AMOUNTS, AND](#)

≈ *Subchapter B - Assessable Penalties*


≈ *PART II - FAILURE TO COMPLY WITH CERTAIN INFORMATION REPORTING*



**§ 6723. Failure to comply with other information reporting requirements**

In the case of a failure by any person to comply with a specified information reporting requirement on or before the time prescribed therefor, such person shall pay a penalty of \$50 for each such failure, but the total amount imposed on such person for all such failures during any calendar year shall not exceed \$100,000.

## [Laws: Cases and Codes : U.S. Code : Title 26 : Section 6724](#)

<input type="text"/>	Search	Title 26 
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          - ✎ [SUBCHAPTER B - ASSESSABLE PENALTIES](#)
            - ✎ [PART II - FAILURE TO COMPLY WITH CERTAIN INFORMATION REPORTING REQUIREMENTS](#)

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*U.S. Code as of: 01/02/01*

### **Section 6724. Waiver; definitions and special rules**

#### (a) Reasonable cause waiver

No penalty shall be imposed under this part with respect to any failure if it is shown that such failure is due to reasonable cause and not to willful neglect.

#### (b) Payment of penalty

Any penalty imposed by this part shall be paid on notice and demand by the Secretary and in the same manner as tax.

#### (c) Special rule for failure to meet magnetic media requirements

No penalty shall be imposed under section 6721 solely by reason of any failure to comply with the requirements of the regulations prescribed under section 6011(e)(2), except to the extent that such a failure occurs with respect to more than 250 information returns (more than 100 information returns in the case of a partnership having more than 100 partners).

#### (d) Definitions

For purposes of this part -

##### (1) Information return

The term "information return" means -

(A) any statement of the amount of payments to another person required by -

(i) section 6041(a) or (b) (relating to certain information at source),

(ii) section 6042(a)(1) (relating to payments of dividends),

(iii) section 6044(a)(1) (relating to payments of patronage

CALIFORNIA CODES  
CIVIL CODE  
SECTION 1565-1590

1565. The consent of the parties to a contract must be:

1. Free;
2. Mutual; and,
3. Communicated by each to the other.

1566. A consent which is not free is nevertheless not absolutely void, but may be rescinded by the parties, in the manner prescribed by the Chapter on Rescission.

1567. An apparent consent is not real or free when obtained through:

1. Duress;
2. Menace;
3. Fraud;
4. Undue influence; or,
5. Mistake.

1568. Consent is deemed to have been obtained through one of the causes mentioned in the last section only when it would not have been given had such cause not existed.

1569. Duress consists in:

1. Unlawful confinement of the person of the party, or of the husband or wife of such party, or of an ancestor, descendant, or adopted child of such party, husband, or wife;
2. Unlawful detention of the property of any such person; or,
3. Confinement of such person, lawful in form, but fraudulently obtained, or fraudulently made unjustly harrassing or oppressive.

1570. Menace consists in a threat:

1. Of such duress as is specified in Subdivisions 1 and 3 of the last section;
2. Of unlawful and violent injury to the person or property of any such person as is specified in the last section; or,
3. Of injury to the character of any such person.

1571. Fraud is either actual or constructive.

1572. Actual fraud, within the meaning of this Chapter, consists in



JONES, JACK  
5143 Tunnel Vision Drive, Columbus, OH 43222

March 28, 2002

Non-Negotiable

John Henry Doe®  
Post Office Box 9999  
Los Angeles, CA 90010

**RESPONDENT'S PRIVATE, INTERNATIONAL, ADMINISTRATIVE REMEDY DEMAND NO. JHD-032802-JJ**

For: JACK JONES, a Debt Collector  
CHASE, MANN & HATT MORTGAGE CORPORATION  
5143 Tunnel Vision Drive  
Columbus, OH 43222

Via U.S.P.S. Registered Mail Article No.  
RR777888999US

Re: Written communication from **CHASE, MANN & HATT MORTGAGE CORPORATION**, hereinafter "Debt Collector," dated March 15, 2002, a copy of which is attached herewith, made fully part hereof, and included herein by reference

**NOTICE BY WRITTEN COMMUNICATION / SECURITY AGREEMENT**

**This Notice by Written Communication/Security Agreement**, hereinafter "Notice by Written Communication," provides JACK JONES, hereinafter "User," notice that alleged debtor, i.e. "JOHN H. DOE," is a common-law-copyrighted trade-name/trade-mark of John Henry Doe®, hereinafter "Secured Party," and that any unauthorized use of JOHN H. DOE® by User constitutes copyright/trade-name/trade-mark infringement, and all such use is strictly prohibited.

**All rights reserved** re common-law copyright of trade-name/trade-mark, JOHN HENRY DOE®—as well as any and all derivatives and variations in the spelling of said trade-name/trade-mark—Copyright © 1973 by John Henry Doe®. Said trade-name/trade-mark, JOHN HENRY DOE®, may neither be used, nor reproduced, neither in whole nor in part, nor in any manner whatsoever, without the prior, express, written consent and acknowledgement of John Henry Doe®, **subscribed with the hand-signed**, red-ink signature of John Henry Doe®, hereinafter "Secured Party."

**With the intent of being contractually bound**, any juristic person, e.g. JACK JONES and CHASE, MANN & HATT MORTGAGE CORPORATION, as well as any agent and any principal of said juristic person, consents and agrees by this **Notice by Written Communication** that neither said juristic person, nor any agent, nor any principal of said juristic person, shall display, nor otherwise use in any manner, the common-law trade-name/trade-mark JOHN HENRY DOE®, nor any derivative of, nor any variation in the spelling of, said trade-name/trade-mark, nor the common-law copyright described herein, without the prior, express, written consent and acknowledgment of Secured Party, **subscribed with Secured Party's hand-signed** signature in red ink. Secured Party neither grants, nor implies, nor otherwise gives consent for any unauthorized use of JOHN H. DOE®, and all such unauthorized use is strictly prohibited. Secured Party is not now, nor has Secured Party ever been, an accommodation party, nor a surety, for the alleged debtor, i.e. "JOHN H. DOE," nor for any derivative of, nor for any variation in the spelling of, said name, nor for any other juristic person, and is so-indemnified and held harmless by JOHN H. DOE® in Hold-harmless and Indemnity Agreement No. JHD-050690-HHIA dated the Sixth **Day** of the Fifth Month in the Year of Our Lord One Thousand Nine Hundred Ninety against any and all claims, legal actions, orders, warrants, judgments, demands, liabilities, losses, depositions, summonses, lawsuits, costs, fines, liens, levies, penalties, damages, interests, and expenses whatsoever, both absolute and contingent, as are due and as might become due, now existing and as might hereafter arise, and as might be suffered by, imposed on, and incurred by JOHN H. DOE® for any and every reason, purpose, and cause whatsoever.

**Self-executing Contract/Security Agreement in Event of Unauthorized Use:** By this Notice by Written Communication, both JACK JONES and CHASE, MANN & HATT MORTGAGE CORPORATION, hereinafter jointly and severally referenced as "User" in this paragraph, consent and agree that any use of JOHN H. DOE® other than authorized use as set forth above constitutes unauthorized use, counterfeiting, of Secured Party's common-law-copyrighted property, contractually binds User, renders this Notice by Written Communication a Security Agreement, hereinafter "Security Agreement," wherein User is debtor and John Henry Doe® is Secured Party, and signifies that User: (1) grants Secured Party a security interest in all of User's assets, land, and personal property and all of User's rights in assets, land, and personal property in the sum certain amount of \$500,000.00 per each occurrence of use of Secured Party's common-law-copyrighted trade-name/trade-mark, JOHN HENRY DOE®, as well as for each and every use of any and all derivatives of, and variations in the spelling of, said common-law trade-name/trade-mark, not excluding "John Henry Doe," plus costs, plus triple damages; (2) authenticates this Security Agreement wherein User is debtor and John Henry Doe® is Secured Party, and wherein User pledges all of User's:

**assets; land;** motor vehicles; aircraft; vessels; ships; trademarks; copyrights; patents; consumer goods; firearms; farm products; inventory; equipment; money; investment property; commercial tort claims; letters of credit; letter-of-credit rights; chattel paper; electronic chattel paper; tangible chattel paper; certificated securities; uncertificated securities; promissory notes; payment intangibles; software; health-care-insurance receivables; instruments; deposit accounts; accounts; documents; livestock; real estate and real property—including all buildings, structures, fixtures, and appurtenances situated thereon, as well as affixed thereto; fixtures; manufactured homes; timber; crops; and as-extracted collateral, i.e. all oil, gas, and other minerals, as well as any and all accounts arising from the sale of these substances, both at wellhead and minehead; accessions, increases, and additions, replacements of, and substitutions for, any of the property described hereinabove in this paragraph; products, produce, and proceeds of any of the property described hereinabove in this paragraph; accounts, general intangibles, instruments, monies, payments, and contract rights, and all other rights, arising out of sale, lease, and other disposition of any of the property described hereinabove in this paragraph; proceeds, including insurance, bond, general intangibles, and accounts proceeds, from the sale, destruction, loss, and other disposition of any of the property described hereinabove in this paragraph; records and data involving any of the property described hereinabove in this paragraph, such as in the form of a writing, photograph, microfilm, microfiche, tape, electronic media, and the like, together with all of User's right, title, and interest in all computer software and hardware required for utilizing, creating, maintaining, and processing any such records and data in any electronic media, and all of User's rights in all such foregoing property in this paragraph, now owned and hereafter acquired, now existing and hereafter arising, and wherever located, as collateral **to secure** User's contractual obligation in favor of Secured Party for User's unauthorized use of Secured Party's common-law-copyrighted property; (3) consents and agrees that Secured Party may file a UCC Financing Statement wherein User is debtor and John Henry Doe® is Secured Party; (4) consents and agrees that said UCC Financing Statement described above in paragraph "(3)" is a continuing financing statement, and further consents and agrees with Secured Party's filing of any continuation statement necessary **to maintain** Secured Party's perfected security interest in all of User's property and **rights** in property pledged as collateral in Security Agreement as described above in paragraph "(2)," until User's contractual obligation theretofore incurred has been fully satisfied; (5) authorizes Secured **Party to file** any UCC Financing Statement, as described above in paragraphs "(3)" and "(4)," and any Security Agreement, as described above in paragraph "(2)," both in the UCC filing office and at any county recorder's office; (6) consents and agrees that any and all such filings described in paragraphs "(4)" and "(5)" above are not, and may not be considered, bogus, and that User will not claim that any such filing is bogus; (7) waives all defenses; **(8) waives rights of presentment, notice of dishonor, and notice of protest; and (9)** appoints Secured Party as Authorized Representative for User, effective upon User's default re User's contractual obligations in favor of Secured Party as set forth below under "Payment Terms" and "Default **Terms,**" **granting** Secured Party full authority and power **to engage** in any and all actions on behalf of User including, but not limited to, authentication of a record on behalf of User, as Secured Party, in accordance with Secured Party's sole discretion, deems appropriate, and, as regards any deposit account of any kind maintained with any bank in/under the name of User, and likewise any deposit account maintained with any bank in/under the **Taxpayer Identification Number** of User, notwithstanding the absence of User's name as account-holder on any such deposit account maintained with any bank in/under the **Taxpayer Identification Number** of User, grants Secured Party full authority and power **to originate** instructions for said deposit-account bank and **direct** the disposition of funds in said deposit account by acting as signatory on said deposit account without further consent of User and without liability, and User further consents and agrees that this appointment of Secured Party as Authorized Representative for User, effective upon User's default, is irrevocable and coupled with a security interest. User further consents and agrees with all of the following additional terms: Payment Terms: In accordance with fees for unauthorized use of JOHN H. DOE® as set forth above, User hereby consents and agrees that User shall pay Secured Party all unauthorized-use fees in full within ten (10) days of the date User is sent Secured Party's invoice, hereinafter "Invoice," itemizing said fees. Default Terms: In event of non-payment in full of all unauthorized-use fees by User within ten (10) days of the date Invoice is sent, User shall be deemed in default and (a) all of User's property and rights in property pledged as collateral by User, as set **forth above** in paragraph "(2)," immediately becomes, i.e. is, property of Secured Party; (b) Secured Party is appointed User's Authorized Representative as set forth above in paragraph **"(9)";** and (c) User consents and agrees that Secured Party may take possession of, as well as otherwise dispose of in any manner that Secured Party, in Secured Party's sole discretion, deems appropriate, including, but not limited to, sale at auction, at any time following User's default, and without further notice, any and all of User's former property and rights in property formerly pledged as collateral by User, described above in paragraph "(2)," now property of Secured Party, in respect of this Security Agreement, that Secured Party, again in Secured Party's sole discretion, deems appropriate. Terms for Curing Default: In event of default as set forth above under "Default Terms," User can cure User's default and avoid strict foreclosure of any remainder of User's former property that is neither in the possession of Secured Party, nor otherwise disposed of by Secured Party, only by tendering payment within twenty (20) days of User's default and only by

payment in full of the balance of the sum certain amount owed by User, as noticed User in Invoice, that is not already paid by Secured Party's possession, sale, liquidation, and the like of User's former property and rights in property pledged as collateral to secure User's obligation. **Terms of Strict Foreclosure:** User's non-payment in full of all unauthorized-use fees itemized in Invoice within said twenty- (20) day period for curing default as set forth above under "Terms for Curing Default" authorizes Secured Party's immediate non-judicial strict foreclosure on any and all remaining property and rights in property formerly pledged as collateral by User, now property of Secured Party, which is not in the possession of, nor otherwise disposed of by, Secured Party upon expiration of said twenty- (20) day default-curing period. Ownership subject to **copyright of common-law trade-name/trade-mark and security agreement and UCC Financing Statement filed with the UCC filing office.** Record Owner: John Henry Doe®, Autograph Common Law Copyright© 1973.

Should any provision of this Notice by Written Communication be unenforceable, said unenforceable provision is hereby severed from this Notice by Written Communication, but every remaining provision continues in full force and effect, and this Notice by Written Communication is deemed modified in a manner that renders this Notice by Written Communication in full force and effect. In all cases Secured Party continues without liability and is held harmless. Any prior communication, written document, and the like by and between User and Secured Party containing any mistake of Secured Party is invalidated thereby and of no force and effect, and may not be relied upon by User against Secured Party in this matter.

No consent of any kind is granted nor otherwise given re any matter offered/alleged/asserted by User, and Secured Party withholds all consent. Secured Party will consider granting consent in favor of User only upon User's full disclosure of any and all consequences of any such granting of consent, accompanied by User's commensurate attendant liability for the veracity, relevance, and verifiability of any such disclosure, which liability is borne by User in the form of an authenticated Security Agreement, wherein User is debtor and John Henry Doe® is Secured Party, that self-executes effective the moment of Secured Party's confirmation of any material inconsistency/deviation/discrepancy in the aforementioned resultant consequences avowed by User, as determined solely by Secured Party in Secured Party's sole discretion.

Alleged debtor, i.e. JOHN H. DOE®, does not take issue with the amount of any alleged debt; rather, alleged debtor asserts that: the alleged debt is not valid; Secured Party holds a claim/security interest greater than any claim alleged by User, a copy of which filed UCC Financing Statement evidencing such supreme claim and security interest is attached herewith, made fully part hereof, and included herein by reference; and, as stated above, Secured Party is neither a surety, nor an accommodation party, for alleged debtor, and may not be construed as functioning in such capacity under any circumstances.

Further, this is a request for validation of any alleged debt and is not a request for a copy of any invoice, statement, bill, agreement, alleged agreement, contract, alleged contract, and the like, nor is it a request for a copy of any notification of assignment, negotiation/transfer of rights, nor is it a request for a copy of any other un-verified document/presentation referencing said alleged debt. This request for validation of any alleged debt is a request for bona fide verification of any alleged debt.

In accordance with law, only sworn affidavits, oaths, and depositions qualify as a verification of the lawful existence of a bona fide debt. Absent such verification validating the alleged debt, and absent proof of a claim greater than that of Secured Party, User "fails to state a claim upon which relief can be granted." Wherefore, in accordance with the *Fair Debt Collection Practices Act*, effective immediately upon User's receipt of this Notice by Written Communication, User must cease all collection/prosecution efforts against alleged debtor, Secured Party, and Secured Party's secured private property.

User is hereby notified of the following Privacy Act Notice:

#### Privacy Act Notice

This written Notice by Written Communication constitutes User's due-process notice and opportunity to be heard. Absent compliance with all requirements set forth herein User is barred from using any defense of immunity from prosecution for User's actions, as well as the actions of User's agents.

By this Notice By Written Communication, User, as well as User's agents and principals, shall comply with the provisions of the Privacy Act of 1974, as lawfully amended, 12 U.S.C. § 3401, the Right to Financial Privacy Act of 1978, as lawfully amended, 5 U.S.C. § 552a, and the Third Party Summons Act, special procedures, 26 U.S.C. § 7609 as lawfully amended, to assist Secured Party in keeping inviolate certain constitutionally protected privacy rights.

By this Notice By Written Communication, User, as well as User's agents and principals, shall comply with this demand: User shall provide Secured Party with a copy of any express, written authorization from Secured Party whereby User is

authorized to disclose/reveal/divulge/share with any third-party, in any manner, as well as by any means of communication, any information, documentation, data, property, effects, and the like re alleged debtor, JOHN H. DOE®, and likewise concerning Secured Party. User's failure to provide said foregoing demanded authorization constitutes admission by User that User is in violation of the Privacy Act, as well as other laws.

User possesses neither express, written authorization, nor consent, from alleged debtor, JOHN H. DOE®, nor Secured Party, to use, reveal/discard/divulge/share with any third party, and the like, any secured information, documentation, data, property, effects, and the like of Secured Party.

This Notice By Written Communication is binding upon every principal and agent re the subject matter set forth herein, and each principal and each agent is: (a) barred from providing any Credit Reporting Agency any derogatory credit information regarding the above alleged debt; (b) prohibited from contacting alleged debtor by mail, by telephone, as well as in person, both at alleged debtor's residence, as well as at alleged debtor's place of employment; and (c) prohibited from contacting any other third party regarding the above-referenced alleged debt until User establishes the existence of a superior claim, greater than that of Secured Party's, and until said alleged debt is verified as indicated above and alleged debtor is provided with any such verification. Note: the *Fair Debt Collection Practices Act* at 15 USC §1692 et seq. states in relevant part that: "A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt," which includes "the false representation of the character, or legal status of any debt," as well as "the threat to take any action that cannot legally be taken," all of which constitute violations of law. Therefore, User, as well as any assignee, is prohibited from filing any lawsuit, notice of lien, notice of levy, and the like, as well as any other legal action against alleged debtor, as well as against any of Secured Party's secured private property, which is exempt from lien and exempt from levy.

15 U.S.C. § 1692e(8) states: "Communicating or threatening to communicate to any person credit information which is known or which should be known to be false, including the failure to communicate that a disputed debt is disputed, is a violation of § 1692e."

Further, User's above-referenced written communication, if valid, constitutes an issue of public currency, and, alleged debtor hereby requests from User, in accordance with the fundamental principals of American jurisprudence and law, bona fide documentary evidence that establishes the lawful basis for User's issue of said public currency and User's claim for payment of the alleged debt liability referenced within User's written communication issuing the public currency and stating the claim, i.e.: (a) bona fide identification of any person making request for payment by JOHN H. DOE®, including a copy of said person's bona fide, handwritten, legible, and notarized signature, and the thumbprint, from either hand, of said person making request for payment by JOHN H. DOE®; (b) bona fide evidence of any said person's authority to make a request for payment by JOHN H. DOE®, if said person is acting on behalf of another; and (c) exhibition of the bona fide instrument, i.e., the bona fide commercial contract bearing the bona fide signature which supports User's demand for payment of alleged debt by JOHN H. DOE®, that, operating publicly, establishes User's issue of public currency, allegedly collectable from any of: (i) alleged debtor; (ii) alleged debtor's assets, (iii) Secured Party; (iv) Secured Party's secured private property; and (d) positive law in support of User's written attempt to collect alleged debt that, operating publicly, establishes User's issue of public currency collectable from any of: (i) alleged debtor; (ii) alleged debtor's assets, (iii) Secured Party; (iv) Secured Party's secured private property.

Alleged debtor and Secured Party can and will lawfully construe User's failure to comply with and satisfy essential requirements of the *Fair Debt Collection Practices Act* and the above four (4) requests, i.e. "(a)," "(b)," "(c)," and "(d)" in the paragraph immediately above, within a reasonable time, i.e. twenty-one (21) days, following User's receipt of this written communication, as User's self-invalidation of User's demand for payment. Verification of the alleged debt and satisfaction of the aforementioned four (4) specific requests must be duly affirmed in the form of one of the following: (a) affidavit; (b) oath; (c) deposition.

Until the alleged debt is verified in accordance with the *Fair Debt Collection Practices Act* and said verification is sent alleged debtor and received by alleged debtor, each and every contact in violation of the *Fair Debt Collection Practices Act* constitutes harassment and defamation of character and makes User, as well as any and all agents and principals who take part in such harassment and defamation, a subject of liability for damages, as well as statutory damages, and legal fees, for each and every violation, in private capacity.

User, JACK JONES, tacitly consents and agrees that JACK JONES has a duty to prevent this alleged account from damaging both alleged debtor and Secured Party, and further consents and agrees that alleged debtor and Secured Party each reserve the right to initiate a counterclaim, as well as a claim, against any of the following: JACK JONES'S bond;

JONES, JACK  
5143 Tunnel Vision Drive, Columbus, OH 43222

JACK JONES'S guarantor; any of JACK JONES'S principals, agents, and assignees whose act(s)/omission(s) results in either of the following: (a) tort damages against alleged debtor; (b) tort damages against Secured Party.

Due process of law is guaranteed both alleged debtor and Secured Party at Debt Collector's Office of Risk Management, and is codified at 18 USC §§ 1581, 242, 241, 4, at 15 USC § 1692, and elsewhere.

The attached written communication is Respondent's response re User's attempt, via written communication, to collect an alleged debt.

This Notice by Written Communication/Security Agreement is herewith executed this Twenty-eighth Day of the Third Month in the Year of Our Lord Two Thousand Two by and between the undersigned parties:

Debtor: JACK JONES

JACK JONES

Debtor's Signature

Secured Party accepts Debtor's signature in accord with UCC §§ 1-201(39), 3-401.

Secured Party: John Henry Doe®

\_\_\_\_\_  
Secured Party's Signature

Autograph Common Law Copyright © 1973 by John Henry Doe®. All Rights Reserved. No part of this Autograph Common Law Copyright may be used, nor reproduced in any manner, without prior, express, written consent and acknowledgment of Secured Party, subscribed with Secured Party's hand-signed signature in red ink. Unauthorized use of "John Henry Doe" incurs same unauthorized-use fees as those associated with JOHN HENRY DOE®, as set forth above in paragraph "(1)" under "Self-executing Contract/Security Agreement in Event of Unauthorized Use." Enclosures: Copy of written communication from Chase, Mann & Hatt Mortgage Corporation dated March 15, 2002; Published Copyright Notice; filed UCC Financing Statement; Private Agreement; Hold-harmless and Indemnity Agreement; Security Agreement.



JOHN H. DOE®  
P.O. Box 9999  
Los Angeles, CA 90010

**Respondent's Private International Administrative Remedy Demand No. JHD-032802-JJ**

This Private International Administrative Remedy Demand No. JHD-032802-JJ is binding upon every principal and agent re the subject matter set forth herein below.

Date: March 28, 2002

Via: **U.S.P.S.** Registered Mail Article No. RR777888999US

To: JACK JONES, doing business as a Debt Collector, hereinafter "Debt Collector"  
CHASE, MANN & HATT MORTGAGE CORPORATION  
5143 Tunnel Vision Drive  
Columbus, OH 43222

Re: Debt Collector's written communication, hereinafter "**Written Communication**," dated March 15, 2002, referencing:

**Alleged Creditor:** CHASE, MANN & HATT MORTGAGE CORPORATION  
**Alleged Account No.:** 001-23456789-96  
**Alleged Amount Due:** \$135,458.21

Subject: Tender of Payment and Notice of Reservation of Right to **Initiate** a Counterclaim and **File** a Claim against Bond.

1. Be it known by these presents that JOHN H. DOE®, Respondent, is in receipt of Debt Collector's above-referenced **Written Communication**, a true and correct copy of which is attached herewith, made fully part hereof, and included herein by reference.
2. Respondent hereby gives Debt Collector Notice that this written communication is not a refusal to pay the alleged debt implied by **Written Communication**, but constitutes express, written notice that:
  - (a) The above-referenced alleged debt is not valid;
  - (b) Debt Collector's claim is disputed;
  - (c) Respondent does not take issue with the amount of alleged debt claimed; and that
  - (d) Upon receipt of this Notice, Debt Collector must cease all collection activity re the alleged account/debt until Respondent is sent the herein-requested verification as required by the *Fair Debt Collection Practices Act*.

**Tender of Payment**

3. Respondent, without waiver of any defense, and for the purpose of resolving this matter in good faith, hereby tenders payment in the form of a Certified Promissory Note, **accompanied by** Offer of Performance, both of which are attached herewith, made fully part hereof, and included herein by reference, for the purpose of discharging the alleged debt as stated within Debt Collector's above-referenced **Written Communication**.
4. Respondent retains original of Debt Collector's **Written Communication** as proof Respondent has not dishonored Debt Collector's **Written Communication**, nor in any way acted in bad faith.
5. Respondent gives Debt Collector Notice that, in accordance with law as codified at 15 USC §1692g(b): *"If the consumer notifies the debt collector in writing within the thirty-day period described in subsection (a) of this section that the debt, or any portion thereof, is disputed, or that the consumer requests the name and address of the original creditor, the debt collector shall cease collection of the debt, or any disputed portion thereof, until the debt collector obtains verification of the debt or a copy of a judgment, or the name and address of the original creditor, and a copy of such verification or judgment, or name and address of the original creditor, is mailed to the consumer by the debt collector."* (Underline emphasis added by Respondent.)
6. Be advised that "verification" is defined (in Black's Law Dictionary, Sixth Edition) as follows: *"Confirmation of correctness, truth, or authenticity, by affidavit, oath, or deposition. Affidavit of truth of matter stated and object of verification is to assure good faith in averments or statements of party."*

7. Debt Collector is further Noticed that this is not a request by Respondent for a *photocopy of any invoice, statement, bill, summary, agreement, and the like* and that any future communication received by Respondent from Debt Collector, in written as well as any other form, absent the above-cited requisite "verification of the debt," irrespective of the inclusion of any photocopy of any related invoice, statement, bill, summary, agreement, and the like, constitutes Debt Collector's tacit admission, confession, and agreement that Debt Collector has no lawful, bona fide, verifiable claim re the alleged account.
8. Respondent also includes with this written communication, "Debt Collector Disclosure Statement," for the purpose of ensuring that Debt Collector's "verification of the debt" is executed in accordance with law as codified at 15 USC §1692(g), and must be completed in full by Debt Collector and received by Respondent within twenty-one (21) days of Debt Collector's receipt of this written communication.

**Notice of Reservation of Right to Initiate a Counterclaim and File a Claim Against Official Bond**

9. If Debt Collector, such as by commission, omission, and otherwise:
  - (a) Fails to give Respondent full disclosure re the nature and cause of Debt Collector's claim concerning the hereinabove-referenced alleged debt;
  - (b) Makes a false representation of the character of the hereinabove-referenced alleged debt;
  - (c) Makes a false representation of the legal status of the hereinabove-referenced alleged debt;
  - (d) Makes any threat of action that cannot legally be taken, in violation of any applicable law, such as the law codified at the *Fair Debt Collection Practices Act*,

Respondent may initiate a counterclaim/claim against the official bond of Debt Collector, as well as the bond of any principal, agent, assignee, and the like, of Debt Collector, whose acts/omissions result in Respondent sustaining any tort injury.

10. Debt Collector is also hereby given notice that:
  - (a) Debt Collector's unsubstantiated demands for payment, a "scheme or artifice" "caused to be delivered by mail," may constitute Mail Fraud under State and Federal Laws (Debt Collector may wish to consult with competent legal counsel before originating any further communication with Respondent); and
  - (b) Debt Collector's failure to provide Respondent with the requisite verification, validating the above-referenced alleged debt within the requirements of law as codified in the *Fair Debt Collection Practices Act* and the corresponding laws of each state, signifies that Debt Collector tacitly agrees that:
    - (i) Debt Collector has no lawful, bona fide, verifiable claim re the above-referenced alleged account;
    - (ii) Debt Collector waives any and all claims against Respondent; and
    - (iii) Debt Collector tacitly agrees that Debt Collector will compensate Respondent for all costs, fees and expenses incurred in defending against this and any and all continued collection attempts re the above-referenced alleged account.
11. This is also an attempt to determine the nature and basis of a case/counterclaim against Debt Collector, and any information contained within Debt Collector Disclosure Statement, as well as any information obtained otherwise, such as by Debt Collector's commissions, omissions, and the like, will be used for that purpose.
12. Due process of law is guaranteed both alleged debtor and Secured Party at Debt Collector's Office of Risk Management, and is codified at 18 USC §§ 1581, 242, 241, 4, at 15 USC § 1692, and elsewhere.

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JOHN H. DOE®, Respondent

Enclosures:

Offer of Performance  
Certified Promissory Note  
Verification of Tender of Payment, Notice of Reservation of Right to Initiate Counterclaim and File a Claim Against Bond  
Debt Collector Disclosure Statement



JONES, JACK  
5143 Tunnel Vision Drive, Columbus, OH 43222

Date: March 28, 2002

**Recording Requested by, and  
When Recorded Return to:**

John Henry Doe®  
Post Office Box 9999  
Los Angeles, CA 90010

**Respondent's Private International Administrative Remedy Demand No. JHD-032802-JJ**

**This notice is binding upon every principal and agent re the subject matter set forth herein**

Via United States **Postal Service** Registered Mail Article No. RR777888999US

For: JACK JONES, doing business as a Debt Collector, hereinafter "Debt Collector"  
CHASE, MANN & HATT MORTGAGE CORPORATION  
5143 Tunnel Vision Drive  
Columbus, OH 43222

Re: Alleged Creditor: CHASE, MANN & HATT MORTGAGE CORPORATION  
Alleged Account No: 001-23456789-96  
Alleged Amount Due: \$135,458.21

Subject: Offer of Performance

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**OFFER OF PERFORMANCE**

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1. This Offer of Performance is tendered in good faith as full satisfaction of the claim referenced above, with the intent of extinguishing any alleged debt, duty, obligation, liability, and the like intended **to obligate** Respondent, JOHN H. DOE®, named in **written communication from CHASE, MANN & HATT MORTGAGE CORPORATION dated March 15, 2002, hereinafter "Written Communication,"** a copy of which is attached herewith, made fully part hereof, and included herein by reference.
2. Concerning this Offer of Performance, hereinafter "Offer," re alleged account 001-23456789-96, Debt Collector may:
  - (a) **Accept Offer;**
  - (b) **Reject Offer;**
  - (c) Object regarding the mode **of Offer.**
3. This offer of payment of that certain sum of money that Debt Collector alleges/asserts, via **Written Communication,** constitutes Respondent's debt, duty, obligation, and liability, including interest and penalties, is made dependent upon performance by Debt Collector of Conditions Precedent concerning which Respondent/Offeror is entitled by the fundamental principles of American Jurisprudence and law; namely, provision by Debt Collector of verification<sup>i</sup> of the alleged debt, accompanied by documentary evidence establishing the factual basis for Debt Collector's claim for payment asserted within Debt Collector's above-referenced **Written Communication,** i.e. validation of Debt Collector's right **to collect** the alleged debt by providing the requisite verification, including:
  - (a) Copies of all agreements of assignment, negotiation, transfer of rights, and the like, and indicating whether Debt Collector is the current owner, assignee, **holder, etc.,** with evidence of Respondent's consent with any such agreement if a novation;
  - (b) All relative commercial instruments, contracts, and the like containing Respondent's bona fide signature (subjective theory);

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1. **Verification.** Confirmation of correctness, truth, or authenticity, by affidavit, oath, or deposition. Affidavit of truth of matter stated and object of verification is to assure good faith in averments or statements of party. Black's Law Dictionary, Sixth Edition.

- (c) Any evidence of an exchange of a benefit, as well as exchange of a detriment (implied contract);
  - (d) Any evidence of any series of external acts giving the objective semblance of agreement (objective theory);
  - (e) All other documentary evidence between Respondent and Debt Collector that Debt Collector relies upon in making Debt Collector's presumptive claim;
  - (f) Name and address of original creditor; and
  - (g) A certified copy of any judgment.
4. Respondent/Offeror expects a response re Offer within a reasonable period of time of receipt of Offer, which is hereby set at twenty-one (21) days, not counting day of service.
  5. Respondent/Offeror does not waive timeliness. If additional time is needed, however, Debt Collector must make a request in writing before expiration of said twenty-one- (21) day period described above in paragraph "4," setting forth Debt Collector's reasons for requesting such extension of time with good cause shown. Respondent/Offeror will consider any such request for extension of time, the granting of which, however, is conditioned solely upon the decision of Respondent/Offeror.
  6. Respondent/Offeror hereby gives Debt Collector notice that, as an operation of law as codified at California Civil Code § 1485 and California Code of Civil Procedure § 2074, respectively:
    - (a) An obligation is extinguished by an offer of performance, made in conformity with the rules prescribed, and with the intent of extinguishing the obligation;
    - (b) An offer in writing **to pay** a particular sum of money, as well as **to deliver** a written instrument/specific personal property, is, if not accepted, the equivalent of the actual production and tender of the money/instrument/property.
  7. In event that Debt Collector does not respond re Offer within the prescribed time limit for response, and there has likewise been no request for extension of time, with good cause shown therein, within said time period, then Debt Collector tacitly agrees that Debt Collector has no bona fide, lawful, verifiable claim re this alleged account, that Debt Collector waives any and all claims against Respondent, and that Debt Collector tacitly agrees that Debt Collector must compensate Respondent for all costs, fees, and expenses incurred defending against any collection attempts by Debt Collector re the above-referenced alleged account.
  8. Respondent also expressly includes with this Offer of Performance, "Debt Collector Disclosure Statement," attached herewith, made fully part hereof, and included herein by reference, **to ensure** that Debt Collector clearly and conspicuously makes all required disclosures in writing in accordance with applicable portions of *Truth in Lending (Regulation Z)* 12 CFR 226. Debt Collector Disclosure Statement must be completed by Debt Collector and received by Respondent within twenty-one (21) days of Debt Collector's receipt of this Offer of Performance if Debt Collector wishes Debt Collector's claim considered by Respondent.
  9. Debt Collector also tacitly consents and agrees that Debt Collector has a duty **to prevent** this alleged account from damaging Respondent in any way. Debt Collector confesses judgment and Respondent reserves the right **to:**
    - (a) **Initiate** a counterclaim against Debt **Collector;**
    - (b) **File** a claim against the bond of any responsible party, including Debt Collector and all principals, agents, and assignees of Debt Collector, whose acts/omissions result in tort damages against Respondent/Offeror.
  10. Due process of law is guaranteed both alleged debtor and Secured Party at Debt Collector's Office of Risk Management, and is codified at 18 USC §§ 1581, 242, 241, 4, at 15 USC § 1692, and elsewhere.

Dated: March 28, 2002

Signed:

\_\_\_\_\_  
Respondent/Offeror

Witness..... Witness.....

**CERTIFIED PROMISSORY NOTE**

Note Number: JHD-032802-JJ

Date: March 28, 2002

Pay to the

Order of: \*\*\*\* CHASE, MANN & HATT MORTGAGE CORPORATION \*\*\*\*

\$135,458.21

**\*\*\* One Hundred Thirty-five Thousand Four Hundred Fifty-eight and 21/100\*\*\* DOLLARS**

This instrument is tendered by the Undersigned Respondent, JOHN H. DOE®, hereinafter "Maker," in good faith, and in accordance with law, as codified at UCC §§ 1-103, 1-104, 1-201(4)(28)(30), 3-103(a)(6), 3-104(a)(b) and Public Policy at House Joint Resolution 192 of June 5, 1933, as full satisfaction of **alleged** debt claimed and allegedly owed in favor of Payee herein, i.e. CHASE, MANN & HATT MORTGAGE CORPORATION, **doing business as** a debt collector, as per Payee's/Debt Collector's written communication dated March 15, 2002, hereinafter "**Written Communication**":

Alleged Creditor: CHASE, MANN & HATT MORTGAGE CORPORATION  
Alleged Account No.: 001-23456789-96  
Alleged Amount Due: \$135,458.21

A true and correct copy of **Written Communication** is attached hereto, made fully part hereof, and included herein by reference. This statement constitutes Maker's promise **to pay** this instrument upon presentment and indorsement, at Maker's location.

As an operation of law, Payee/Debt Collector tacitly consents and agrees that there is accord and satisfaction by use of this instrument **to satisfy** Payee's/Debt Collector's claim and Maker is hereby discharged from liability on this alleged account and the obligation is suspended in accordance with law as codified at UCC §§ 3-310(b), 3-311, and 3-603.

Maker does not waive timeliness. However, if Payee/Debt Collector needs additional time, Payee/Debt Collector must present Maker with a written request for additional time within a reasonable time, setting forth the reasons Payee/Debt Collector requests an extension of time, with good cause shown. The acceptability of any such request received by Maker from Payee/Debt Collector is conditional upon approval by Maker.

In the event this instrument is not presented for payment within a reasonable period of time, and there has been no request for an extension of time with good cause shown, Payee/Debt Collector tacitly consents and agrees that Payee/Debt Collector has no bona fide verifiable claim re this alleged account.

Payee/Debt Collector tacitly consents and agrees that Debt Collector has a duty **to prevent** this alleged account from damaging Maker in any way, and that Debt Collector confesses judgment and Maker reserves the right **to initiate** a counterclaim against Debt Collector, and **file** a claim against the bond of any responsible party, including Debt Collector and all principals, agents, and assignees of Debt Collector, whose acts/omissions result in tort damages against Maker.

Dated: March 28, 2002

.....  
JOHN H. DOE®, Respondent/Maker

Witness.....

Witness.....

Authorized person indorse below. Print name and official title when presenting this Instrument for payment. Government-issued ID with photograph required, i.e. only the following types of ID accepted: state-issued Drivers License; state-issued Identification Card; Passport

\_\_\_\_\_  
Printed Name of Indorser

\_\_\_\_\_  
Form of Photo Identification

\_\_\_\_\_  
Official Title of Indorser

\_\_\_\_\_  
Form of Official Identification

\_\_\_\_\_  
Date of Presentment and Indorsement

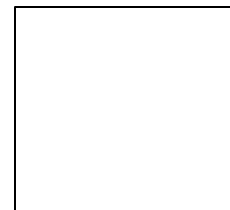
\_\_\_\_\_  
Signature of Indorser

Right Thumb Print \_\_\_\_\_

**Recording Requested by, and  
When Recorded Return to:**

JOHN H. DOE®  
P.O. Box 9999  
Los Angeles, CA 90010

Date: \_\_\_\_\_



**VERIFICATION OF TENDER OF PAYMENT and  
NOTICE OF RESERVATION OF RIGHT TO INITIATE A COUNTERCLAIM and  
FILE A CLAIM AGAINST BOND**

**Respondent's Private International Administrative Remedy Demand, No. JHD-032802-JJ**

Introductory Certification

The Undersigned, JOHN H. DOE®, hereinafter "Declarant," does herewith solemnly swear, declare, and state that:

1. Declarant can competently state the matters set forth herewith.
2. Declarant has personal knowledge of the facts stated herein.
3. Declarant has read and signed this Verification of Tender of Payment and Notice of Reservation of Right **to Initiate a Counterclaim and File a Claim Against Bond**, hereinafter "Tender and Reservation of Right."

Plain Statement of Facts

4. This Tender and Reservation of Right is not interposed for purpose of delay.
5. This Tender and Reservation of Right does not prejudice CHASE, MANN & HATT MORTGAGE CORPORATION in this matter.
6. Declarant does not join in any merits of **Written Communication of CHASE, MANN & HATT MORTGAGE CORPORATION, doing business as** a Debt Collector.

Verification and Certification

7. The Undersigned, **JOHN H. DOE®, i.e. Declarant**, does herewith swear, declare, and affirm that Declarant executes this Tender and Reservation of Right with sincere intent, that Declarant can competently state the matters set forth herein, that the contents are true, correct, complete, and certain, not misleading, and the truth, the whole truth, and nothing but the truth **in accordance with Declarant's best firsthand** knowledge and understanding.

Further Declarant saith naught.

Dated: March 28, 2002

Signed:

\_\_\_\_\_  
JOHN H. DOE®, Declarant

Witness .....

Witness .....

**DEBT COLLECTOR DISCLOSURE STATEMENT**  
**Re "Offer of Performance"**

This statement and the answers contained herein may be used by Respondent, if necessary, in any court of competent jurisdiction.

**Respondent's Private International Administrative Remedy Demand No. JHD-032802-JJ**

Notice: This Debt Collector Disclosure Statement is not a substitute for, nor the equivalent of, the hereinabove-requested verification of the record, i.e. "Confirmation of correctness, truth, or authenticity, by affidavit, oath, or deposition" (Black's Law Dictionary, Sixth Edition, 1990), re the alleged debt, and must be completed in accordance with the *Fair Debt Collection Practices Act*, 15 USC §1692g, applicable portions of *Truth in Lending (Regulation Z)*, 12 CFR 226, and demands as cited above in Offer of Performance. Debt Collector must make all required disclosures clearly and conspicuously in writing re the following:

1. Name of Debt Collector: .....
2. Address of Debt Collector: .....
3. Name of alleged Debtor: .....
4. Address of alleged Debtor: .....
5. Alleged Account Number: .....
6. Alleged debt owed: \$.....
7. Date alleged debt became payable: .....
8. Re this alleged account, what is the name and address of the alleged Original Creditor, if different from Debt Collector?  
.....
9. Re this alleged account, if Debt Collector is different from alleged Original Creditor, does Debt Collector have a bona fide affidavit of assignment to enter into alleged original contract between alleged Original Creditor and alleged Debtor?  
YES NO
10. Did Debt Collector purchase this alleged account from the alleged Original Creditor? YES NO N/A (Not Applicable)
11. If applicable, date of purchase of this alleged account from alleged Original Creditor, and purchase amount:  
Date: ..... Amount: \$.....
12. Did Debt Collector purchase this alleged account from a previous debt collector? YES NO N/A
13. If applicable, date of purchase of this alleged account from previous debt collector, and purchase amount:  
Date: ..... Amount: \$.....
14. Regarding this alleged account, Debt Collector is currently the:  
(a) Owner; (b) Assignee; (c) Other – explain: .....
15. What are the terms of the transfer of rights re this alleged account? .....
16. If applicable, transfer of rights re this alleged account was executed by the following method:  
(a) Assignment; (b) Negotiation; (c) Novation; (d) Other – explain:.....

- 17. If the transfer of rights re this alleged account was by assignment, was there consideration? YES NO N/A
- 18. What is the nature and cause of the consideration cited in # 17 above? .....
- 19. If the transfer of rights re this alleged account was by negotiation, was the alleged account taken for value?  
YES NO N/A
- 20. What is the nature and cause of any value cited in #19 above? .....
- 21. If the transfer of rights re this alleged account was by novation, was consent given by alleged Debtor? YES NO N/A
- 22. What is the nature and cause of any consent cited in # 21 above?.....
- 23. Has Debt Collector provided alleged Debtor with the requisite *verification* of the alleged debt as required by the *Fair Debt Collection Practices Act*? YES NO
- 24. Date said verification cited above in # 23 was provided alleged Debtor: .....
- 25. Was said verification cited above in # 23 in the form of a sworn or affirmed oath, affidavit, or deposition? YES NO
- 26. Verification cited above in # 23 was provided alleged Debtor in the form of: OATH AFFIDAVIT DEPOSTION
- 27. Does Debt Collector have knowledge of any claim(s)/defense(s) re this alleged account? YES NO
- 28. What is the nature and cause of any claim(s)/defense(s) re this alleged account? .....
- 29. Was alleged Debtor sold any products/services by Debt Collector? YES NO
- 30. What is the nature and cause of any products/services cited above in # 29? .....
- 31. Does there exist a verifiable, bona fide, original commercial instrument between Debt Collector and alleged Debtor containing alleged Debtor's bona fide signature? YES NO
- 32. What is the nature and cause of any verifiable commercial instrument cited above in # 31? .....
- 33. Does there exist verifiable evidence of an exchange of a benefit or detriment between Debt Collector and alleged Debtor?  
YES NO
- 34. What is the nature and cause of this evidence of an exchange of a benefit or detriment as cited above in # 33? .....
- 35. Does any evidence exist of verifiable external act(s) giving the objective semblance of agreement between Debt Collector and alleged Debtor? YES NO
- 36. What is the nature and cause of any external act(s) giving the objective semblance of agreement from #35 above? .....
- 37. Have any charge-offs been made by any creditor or debt collector regarding this alleged account? YES NO
- 38. Have any insurance claims been made by any creditor or debt collector regarding this alleged account? YES NO

- 39. Have any tax write-offs been made by any creditor or debt collector regarding this alleged account? YES NO
- 40. Have any tax deductions been made by any creditor or debt collector regarding this alleged account? YES NO
- 41. Have any judgments been obtained by any creditor or debt collector regarding this alleged account? YES NO
- 42. At the time the alleged original contract was executed, were all parties apprised of the meaning of the terms and conditions of said alleged original contract? YES NO
- 43. At the time the alleged original contract was executed, were all parties advised of the importance of consulting a licensed legal professional before executing the alleged contract? YES NO
- 44. At the time the alleged original contract was executed, were all parties apprised that said alleged contract was a private credit instrument? YES NO

Debt Collector's failure, both intentional and otherwise, to complete/answer points "1" through "44" above and return this Debt Collector Disclosure Statement, as well as provide Respondent with the requisite verification validating the hereinabove-referenced alleged debt, constitutes Debt Collector's tacit agreement that Debt Collector has no verifiable, lawful, bona fide claim re the hereinabove-referenced alleged account, and that Debt Collector tacitly agrees that Debt Collector waives all claims against Respondent and indemnifies and holds Respondent harmless against any and all costs and fees heretofore and hereafter incurred and related re any and all collection attempts involving the hereinabove-referenced alleged account.

Declaration: The Undersigned hereby declares under penalty of perjury of the laws of this State that the statements made in this Debt Collector Disclosure Statement are true and correct in accordance with the Undersigned's best firsthand knowledge and belief.

\_\_\_\_\_

Date

\_\_\_\_\_

Printed name of Signatory

\_\_\_\_\_

Official Title of Signatory

\_\_\_\_\_

Authorized Signature for Debt Collector

Debt Collector must timely complete and return this Debt Collector Disclosure Statement, along with all required documents referenced in said Debt Collector Disclosure Statement. Debt Collector's claim will not be considered if any portion of this Debt Collector Disclosure Statement is not completed and timely returned with all required documents, which specifically includes the requisite verification, made in accordance with law and codified in the *Fair Debt Collection Practices Act* at 15 USC §1692 et seq., and which states in relevant part: "A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt," which includes "the false representation of the character, or legal status of any debt," and "the threat to take any action that cannot legally be taken," all of which are violations of law. If Debt Collector does not respond as required by law, Debt Collector's claim will not be considered and Debt Collector may be liable for damages for any continued collection efforts, as well as any other injury sustained by Respondent. Please allow thirty (30) days for processing after Respondent's receipt of Debt Collector's response.



JONES, JACK  
5143 Tunnel Vision Drive, Columbus, OH 43222

March 28, 2002

Non-Negotiable

John Henry Doe®  
Post Office Box 9999  
Los Angeles, CA 90010

**RESPONDENT'S PRIVATE, INTERNATIONAL, ADMINISTRATIVE REMEDY DEMAND NO. JHD-032802-JJ**

For: JACK JONES, a Debt Collector  
CHASE, MANN & HATT MORTGAGE CORPORATION  
5143 Tunnel Vision Drive  
Columbus, OH 43222

Via U.S.P.S. Registered Mail Article No.  
RR777888999US

Re: Written communication from JACK JONES, hereinafter "Debt Collector," dated March 15, 2002, a copy of which is attached herewith, made fully part hereof, and included herein by reference

**NOTICE BY WRITTEN COMMUNICATION / SECURITY AGREEMENT**

**This Notice by Written Communication/Security Agreement**, hereinafter "Notice by Written Communication," provides JACK JONES, hereinafter "User," notice that alleged debtor, i.e. "JOHN H. DOE," is a common-law-copyrighted trade-name/trade-mark of John Henry Doe®, hereinafter "Secured Party," and that any unauthorized use of JOHN H. DOE® by User constitutes copyright/trade-name/trade-mark infringement, and all such use is strictly prohibited.

**All rights reserved** re common-law copyright of trade-name/trade-mark, JOHN HENRY DOE®—as well as any and all derivatives and variations in the spelling of said trade-name/trade-mark—Copyright © 1973 by John Henry Doe®. Said trade-name/trade-mark, JOHN HENRY DOE®, may neither be used, nor reproduced, neither in whole nor in part, nor in any manner whatsoever, without the prior, express, written consent and acknowledgement of John Henry Doe®, **subscribed with the hand-signed, red-ink signature of John Henry Doe®, hereinafter "Secured Party."**

**With the intent of being contractually bound**, any juristic person, e.g. JACK JONES and CHASE, MANN & HATT MORTGAGE CORPORATION, as well as any agent and any principal of said juristic person, consents and agrees by this **Notice by Written Communication** that neither said juristic person, nor any agent, nor any principal of said juristic person, shall display, nor otherwise use in any manner, the common-law trade-name/trade-mark JOHN HENRY DOE®, nor any derivative of, nor any variation in the spelling of, said trade-name/trade-mark, nor the common-law copyright described herein, without the prior, express, written consent and acknowledgment of Secured Party, **subscribed with Secured Party's hand-signed signature in red ink.** Secured Party neither grants, nor implies, nor otherwise gives consent for any unauthorized use of JOHN H. DOE®, and all such unauthorized use is strictly prohibited. Secured Party is not now, nor has Secured Party ever been, an accommodation party, nor a surety, for the alleged debtor, i.e. "JOHN H. DOE," nor for any derivative of, nor for any variation in the spelling of, said name, nor for any other juristic person, and is so-indemnified and held harmless by JOHN H. DOE® in Hold-harmless and Indemnity Agreement No. JHD-050690-HHIA dated the Sixth **Day of the Fifth Month in the Year of Our Lord One Thousand Nine Hundred Ninety** against any and all claims, legal actions, orders, warrants, judgments, demands, liabilities, losses, depositions, summonses, lawsuits, costs, fines, liens, levies, penalties, damages, interests, and expenses whatsoever, both absolute and contingent, as are due and as might become due, now existing and as might hereafter arise, and as might be suffered by, imposed on, and incurred by JOHN H. DOE® for any and every reason, purpose, and cause whatsoever.

**Self-executing Contract/Security Agreement in Event of Unauthorized Use:** By this Notice by Written Communication, both JACK JONES and CHASE, MANN & HATT MORTGAGE CORPORATION, hereinafter jointly and severally referenced as "User" in this paragraph, consent and agree that any use of JOHN H. DOE® other than authorized use as set forth above constitutes unauthorized use, counterfeiting, of Secured Party's common-law-copyrighted property, contractually binds User, renders this Notice by Written Communication a Security Agreement, hereinafter "Security Agreement," wherein User is debtor and John Henry Doe® is Secured Party, and signifies that User: (1) grants Secured Party a security interest in all of User's assets, land, and personal property and all of User's rights in assets, land, and personal property in the sum certain amount of \$500,000.00 per each occurrence of use of Secured Party's common-law-copyrighted trade-name/trade-mark, JOHN HENRY DOE®, as well as for each and every use of any and all derivatives of, and variations in the spelling of, said common-law trade-name/trade-mark, not excluding "John Henry Doe," plus costs, plus triple damages; (2) authenticates this Security Agreement wherein User is debtor and John Henry Doe® is Secured Party, and wherein User pledges all of User's:

**assets; land;** motor vehicles; aircraft; vessels; ships; trademarks; copyrights; patents; consumer goods; firearms; farm products; inventory; equipment; money; investment property; commercial tort claims; letters of credit; letter-of-credit rights; chattel paper; electronic chattel paper; tangible chattel paper; certificated securities; uncertificated securities; promissory notes; payment intangibles; software; health-care-insurance receivables; instruments; deposit accounts; accounts; documents; livestock; real estate and real property—including all buildings, structures, fixtures, and appurtenances situated thereon, as well as affixed thereto; fixtures; manufactured homes; timber; crops; and as-extracted collateral, i.e. all oil, gas, and other minerals, as well as any and all accounts arising from the sale of these substances, both at wellhead and minehead; accessions, increases, and additions, replacements of, and substitutions for, any of the property described hereinabove in this paragraph; products, produce, and proceeds of any of the property described hereinabove in this paragraph; accounts, general intangibles, instruments, monies, payments, and contract rights, and all other rights, arising out of sale, lease, and other disposition of any of the property described hereinabove in this paragraph; proceeds, including insurance, bond, general intangibles, and accounts proceeds, from the sale, destruction, loss, and other disposition of any of the property described hereinabove in this paragraph; records and data involving any of the property described hereinabove in this paragraph, such as in the form of a writing, photograph, microfilm, microfiche, tape, electronic media, and the like, together with all of User's right, title, and interest in all computer software and hardware required for utilizing, creating, maintaining, and processing any such records and data in any electronic media, and all of User's rights in all such foregoing property in this paragraph, now owned and hereafter acquired, now existing and hereafter arising, and wherever located, as collateral **to secure** User's contractual obligation in favor of Secured Party for User's unauthorized use of Secured Party's common-law-copyrighted property; (3) consents and agrees that Secured Party may file a UCC Financing Statement wherein User is debtor and John Henry Doe® is Secured Party; (4) consents and agrees that said UCC Financing Statement described above in paragraph "(3)" is a continuing financing statement, and further consents and agrees with Secured Party's filing of any continuation statement necessary **to maintain** Secured Party's perfected security interest in all of User's property and **rights** in property pledged as collateral in Security Agreement as described above in paragraph "(2)," until User's contractual obligation theretofore incurred has been fully satisfied; (5) authorizes Secured **Party to file** any UCC Financing Statement, as described above in paragraphs "(3)" and "(4)," and any Security Agreement, as described above in paragraph "(2)," both in the UCC filing office and at any county recorder's office; (6) consents and agrees that any and all such filings described in paragraphs "(4)" and "(5)" above are not, and may not be considered, bogus, and that User will not claim that any such filing is bogus; (7) waives all defenses; **(8) waives rights of presentment, notice of dishonor, and notice of protest; and (9)** appoints Secured Party as Authorized Representative for User, effective upon User's default re User's contractual obligations in favor of Secured Party as set forth below under "Payment Terms" and "Default **Terms,**" **granting** Secured Party full authority and power **to engage** in any and all actions on behalf of User including, but not limited to, authentication of a record on behalf of User, as Secured Party, in accordance with Secured Party's sole discretion, deems appropriate, and, as regards any deposit account of any kind maintained with any bank in/under the name of User, and likewise any deposit account maintained with any bank in/under the **Taxpayer Identification Number** of User, notwithstanding the absence of User's name as account-holder on any such deposit account maintained with any bank in/under the **Taxpayer Identification Number** of User, grants Secured Party full authority and power **to originate** instructions for said deposit-account bank and **direct** the disposition of funds in said deposit account by acting as signatory on said deposit account without further consent of User and without liability, and User further consents and agrees that this appointment of Secured Party as Authorized Representative for User, effective upon User's default, is irrevocable and coupled with a security interest. User further consents and agrees with all of the following additional terms: Payment Terms: In accordance with fees for unauthorized use of JOHN H. DOE® as set forth above, User hereby consents and agrees that User shall pay Secured Party all unauthorized-use fees in full within ten (10) days of the date User is sent Secured Party's invoice, hereinafter "Invoice," itemizing said fees. Default Terms: In event of non-payment in full of all unauthorized-use fees by User within ten (10) days of the date Invoice is sent, User shall be deemed in default and (a) all of User's property and rights in property pledged as collateral by User, as set **forth above** in paragraph "(2)," immediately becomes, i.e. is, property of Secured Party; (b) Secured Party is appointed User's Authorized Representative as set forth above in paragraph **"(9)";** and (c) User consents and agrees that Secured Party may take possession of, as well as otherwise dispose of in any manner that Secured Party, in Secured Party's sole discretion, deems appropriate, including, but not limited to, sale at auction, at any time following User's default, and without further notice, any and all of User's former property and rights in property formerly pledged as collateral by User, described above in paragraph "(2)," now property of Secured Party, in respect of this Security Agreement, that Secured Party, again in Secured Party's sole discretion, deems appropriate. Terms for Curing Default: In event of default as set forth above under "Default Terms," User can cure User's default and avoid strict foreclosure of any remainder of User's former property that is neither in the possession of Secured Party, nor otherwise disposed of by Secured Party, only by tendering payment within twenty (20) days of User's default and only by

payment in full of the balance of the sum certain amount owed by User, as noticed User in Invoice, that is not already paid by Secured Party's possession, sale, liquidation, and the like of User's former property and rights in property pledged as collateral to secure User's obligation. Terms of Strict Foreclosure: User's non-payment in full of all unauthorized-use fees itemized in Invoice within said twenty- (20) day period for curing default as set forth above under "Terms for Curing Default" authorizes Secured Party's immediate non-judicial strict foreclosure on any and all remaining property and rights in property formerly pledged as collateral by User, now property of Secured Party, which is not in the possession of, nor otherwise disposed of by, Secured Party upon expiration of said twenty- (20) day default-curing period. Ownership subject to **copyright of common-law trade-name/trade-mark and security agreement and UCC Financing Statement filed with the UCC filing office**. Record Owner: John Henry Doe®, Autograph Common Law Copyright © 1973.

Should any provision of this Notice by Written Communication be unenforceable, said unenforceable provision is hereby severed from this Notice by Written Communication, but every remaining provision continues in full force and effect, and this Notice by Written Communication is deemed modified in a manner that renders this Notice by Written Communication in full force and effect. In all cases Secured Party continues without liability and is held harmless. Any prior communication, written document, and the like by and between User and Secured Party containing any mistake of Secured Party is invalidated thereby and of no force and effect, and may not be relied upon by User against Secured Party in this matter.

No consent of any kind is granted nor otherwise given re any matter offered/alleged/asserted by User, and Secured Party withholds all consent. Secured Party will consider granting consent in favor of User only upon User's full disclosure of any and all consequences of any such granting of consent, accompanied by User's commensurate attendant liability for the veracity, relevance, and verifiability of any such disclosure, which liability is borne by User in the form of an authenticated Security Agreement, wherein User is debtor and John Henry Doe® is Secured Party, that self-executes effective the moment of Secured Party's confirmation of any material inconsistency/deviation/discrepancy in the aforementioned resultant consequences avowed by User, as determined solely by Secured Party in Secured Party's sole discretion.

Alleged debtor, i.e. JOHN H. DOE®, does not take issue with the amount of any alleged debt; rather, alleged debtor asserts that: the alleged debt is not valid; Secured Party holds a claim/security interest greater than any claim alleged by User, a copy of which filed UCC Financing Statement evidencing such supreme claim and security interest is attached herewith, made fully part hereof, and included herein by reference; and, as stated above, Secured Party is neither a surety, nor an accommodation party, for alleged debtor, and may not be construed as functioning in such capacity under any circumstances.

Further, this is a request for validation of any alleged debt and is not a request for a copy of any invoice, statement, bill, agreement, alleged agreement, contract, alleged contract, and the like, nor is it a request for a copy of any notification of assignment, negotiation/transfer of rights, nor is it a request for a copy of any other un-verified document/presentation referencing said alleged debt. This request for validation of any alleged debt is a request for bona fide verification of any alleged debt.

In accordance with law, only sworn affidavits, oaths, and depositions qualify as a verification of the lawful existence of a bona fide debt. Absent such verification validating the alleged debt, and absent proof of a claim greater than that of Secured Party, User "fails to state a claim upon which relief can be granted." Wherefore, in accordance with the *Fair Debt Collection Practices Act*, effective immediately upon User's receipt of this Notice by Written Communication, User must cease all collection/prosecution efforts against alleged debtor, Secured Party, and Secured Party's secured private property.

User is hereby notified of the following Privacy Act Notice:

#### Privacy Act Notice

This written Notice by Written Communication constitutes User's due process notice and opportunity to be heard. Absent compliance with all requirements set forth herein User is barred from using any defense of immunity from prosecution for User's actions, as well as the actions of User's agents.

By this Notice By Written Communication, User, as well as User's agents and principals, shall comply with the provisions of the Privacy Act of 1974, as lawfully amended, 12 U.S.C. § 3401, the Right to Financial Privacy Act of 1978, as lawfully amended, 5 U.S.C. § 552a, and the Third Party Summons Act, special procedures, 26 U.S.C. § 7609 as lawfully amended, to assist Secured Party in keeping inviolate certain constitutionally protected privacy rights.

By this Notice By Written Communication, User, as well as User's agents and principals, shall comply with this demand: User shall provide Secured Party with a copy of any express, written authorization from Secured Party whereby User is

authorized to disclose/reveal/divulge/share with any third-party, in any manner, as well as by any means of communication, any information, documentation, data, property, effects, and the like re alleged debtor, JOHN H. DOE®, and likewise concerning Secured Party. User's failure to provide said foregoing demanded authorization constitutes admission by User that User is in violation of the Privacy Act, as well as other laws.

User possesses neither express, written authorization, nor consent, from alleged debtor, JOHN H. DOE®, nor Secured Party, to use, reveal/disclose/divulge/share with any third party, and the like, any secured information, documentation, data, property, effects, and the like of Secured Party.

This Notice By Written Communication is binding upon every principal and agent re the subject matter set forth herein, and each principal and each agent is: (a) barred from providing any Credit Reporting Agency any derogatory credit information regarding the above alleged debt; (b) prohibited from contacting alleged debtor by mail, by telephone, as well as in person, both at alleged debtor's residence, as well as at alleged debtor's place of employment; and (c) prohibited from contacting any other third party regarding the above-referenced alleged debt until User establishes the existence of a superior claim, greater than that of Secured Party's, and until said alleged debt is verified as indicated above and alleged debtor is provided with any such verification. Note: the *Fair Debt Collection Practices Act* at 15 USC §1692 et seq. states in relevant part that: "A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt," which includes "the false representation of the character, or legal status of any debt," as well as "the threat to take any action that cannot legally be taken," all of which constitute violations of law. Therefore, User, as well as any assignee, is prohibited from filing any lawsuit, notice of lien, notice of levy, and the like, as well as any other legal action against alleged debtor, as well as against any of Secured Party's secured private property, which is exempt from lien and exempt from levy.

15 U.S.C. § 1692e(8) states: "Communicating or threatening to communicate to any person credit information which is known or which should be known to be false, including the failure to communicate that a disputed debt is disputed, is a violation of § 1692e."

Further, User's above-referenced written communication, if valid, constitutes an issue of public currency, and, alleged debtor hereby requests from User, in accordance with the fundamental principals of American jurisprudence and law, bona fide documentary evidence that establishes the lawful basis for User's issue of said public currency and User's claim for payment of the alleged debt liability referenced within User's written communication issuing the public currency and stating the claim, i.e.: (a) bona fide identification of any person making request for payment by JOHN H. DOE®, including a copy of said person's bona fide, handwritten, legible, and notarized signature, and the thumbprint, from either hand, of said person making request for payment by JOHN H. DOE®; (b) bona fide evidence of any said person's authority to make a request for payment by JOHN H. DOE®, if said person is acting on behalf of another; and (c) exhibition of the bona fide instrument, i.e., the bona fide commercial contract bearing the bona fide signature which supports User's demand for payment of alleged debt by JOHN H. DOE®, that, operating publicly, establishes User's issue of public currency, allegedly collectable from any of: (i) alleged debtor; (ii) alleged debtor's assets, (iii) Secured Party; (iv) Secured Party's secured private property; and (d) positive law in support of User's written attempt to collect alleged debt that, operating publicly, establishes User's issue of public currency collectable from any of: (i) alleged debtor; (ii) alleged debtor's assets, (iii) Secured Party; (iv) Secured Party's secured private property.

Alleged debtor and Secured Party can and will lawfully construe User's failure to comply with and satisfy essential requirements of the *Fair Debt Collection Practices Act* and the above four (4) requests, i.e. "(a)," "(b)," "(c)," and "(d)" in the paragraph immediately above, within a reasonable time, i.e. twenty-one (21) days, following User's receipt of this written communication, as User's self-invalidation of User's demand for payment. Verification of the alleged debt and satisfaction of the aforementioned four (4) specific requests must be duly affirmed in the form of one of the following: (a) affidavit; (b) oath; (c) deposition.

Until the alleged debt is verified in accordance with the *Fair Debt Collection Practices Act* and said verification is sent alleged debtor and received by alleged debtor, each and every contact in violation of the *Fair Debt Collection Practices Act* constitutes harassment and defamation of character and makes User, as well as any and all agents and principals who take part in such harassment and defamation, a subject of liability for damages, as well as statutory damages, and legal fees, for each and every violation, in private capacity.

User, JACK JONES, tacitly consents and agrees that JACK JONES has a duty to prevent this alleged account from damaging both alleged debtor and Secured Party, and further consents and agrees that alleged debtor and Secured Party each reserve the right to initiate a counterclaim, as well as a claim, against any of the following: JACK JONES'S bond;

JONES, JACK  
5143 Tunnel Vision Drive, Columbus, OH 43222

JACK JONES'S guarantor; any of JACK JONES'S principals, agents, and assignees whose act(s)/omission(s) results in either of the following: (a) tort damages against alleged debtor; (b) tort damages against Secured Party.

Due process of law is guaranteed both alleged debtor and Secured Party at Debt Collector's Office of Risk Management, and is codified at 18 USC §§ 1581, 242, 241, 4, at 15 USC § 1692, and elsewhere.

The attached written communication is Respondent's response re User's attempt, via written communication, to collect an alleged debt.

This Notice by Written Communication/Security Agreement is herewith executed this Twenty-eighth Day of the Third Month in the Year of Our Lord Two Thousand Two by and between the undersigned parties:

Debtor: JACK JONES

JACK JONES

Debtor's Signature

Secured Party accepts Debtor's signature in accord with UCC §§ 1-201(39), 3-401.

Secured Party: John Henry Doe®

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Secured Party's Signature

Autograph Common Law Copyright © 1973 by John Henry Doe®. All Rights Reserved. No part of this Autograph Common Law Copyright may be used, nor reproduced in any manner, without prior, express, written consent and acknowledgment of Secured Party, subscribed with Secured Party's hand-signed signature in red ink. Unauthorized use of "John Henry Doe" incurs same unauthorized-use fees as those associated with JOHN HENRY DOE®, as set forth above in paragraph "(1)" under "Self-executing Contract/Security Agreement in Event of Unauthorized Use." Enclosures: Copy of written communication from JACK JONES dated March 15, 2002; Published Copyright Notice; filed UCC Financing Statement; Private Agreement; Hold-harmless and Indemnity Agreement; Security Agreement.



**JOHN H. DOE®**  
**P.O. Box 9999**  
**Los Angeles, CA 90010**

**Respondent's Private International Administrative Remedy Demand No. JHD-032802-JJ**

This Private International Administrative Remedy Demand No. JHD-032802-JJ is binding upon every principal and agent re the subject matter set forth herein below.

Date: March 28, 2002

Via: **U.S.P.S.** Registered Mail Article No. RR777888999US

To: JACK JONES, doing business as a Debt Collector, hereinafter "Debt Collector"  
CHASE, MANN & HATT MORTGAGE CORPORATION  
5143 Tunnel Vision Drive  
Columbus, OH 43222

Re: Debt Collector's written communication, hereinafter "Presentment," dated March 15, 2002, referencing:

**Alleged Creditor: CHASE, MANN & HATT MORTGAGE CORPORATION**  
**Alleged Account No.: 001-23456789-96**  
**Alleged Amount Due: \$135,458.21**

Subject: Tender of Payment and Notice of Reservation of Right to Initiate a Counterclaim and File a Claim against Bond.

1. Be it known by these presents that JOHN H. DOE®, Respondent, is in receipt of Debt Collector's above-referenced presentment, a true and correct copy of which is attached herewith, made fully part hereof, and included herein by reference.
2. Respondent hereby gives Debt Collector Notice that this written communication is not a refusal to pay the alleged debt implied by Presentment, but constitutes express, written notice that:
  - (a) The above-referenced alleged debt is not valid;
  - (b) Debt Collector's claim is disputed;
  - (c) Respondent does not take issue with the amount of alleged debt claimed; and that
  - (d) Upon receipt of this Notice, Debt Collector must cease all collection activity re the alleged account/debt until Respondent is sent the herein-requested verification as required by the *Fair Debt Collection Practices Act*.

**Tender of Payment**

3. Respondent, without waiver of any defense, and for the purpose of resolving this matter in good faith, hereby tenders payment in the form of a Certified Promissory Note, accompanied by Offer of Performance, both of which are attached herewith, made fully part hereof, and included herein by reference, for the purpose of discharging the alleged debt as stated within Debt Collector's above-referenced Presentment.
4. Respondent retains original of Debt Collector's Presentment as proof Respondent has not dishonored Debt Collector's Presentment, nor in any way acted in bad faith.
5. Respondent gives Debt Collector Notice that, in accordance with law as codified at 15 USC §1692g(b): "If the consumer notifies the debt collector in writing within the thirty-day period described in subsection (a) of this section that the debt, or any portion thereof, is disputed, or that the consumer requests the name and address of the original creditor, the debt collector shall cease collection of the debt, or any disputed portion thereof, until the debt collector obtains verification of the debt or a copy of a judgment, or the name and address of the original creditor, and a copy of such verification or judgment, or name and address of the original creditor, is mailed to the consumer by the debt collector." (Underline emphasis added by Respondent.)
6. Be advised that "verification" is defined (in Black's Law Dictionary, Sixth Edition) as follows: "Confirmation of correctness, truth, or authenticity, by affidavit, oath, or deposition. Affidavit of truth of matter stated and object of verification is to assure good faith in averments or statements of party."

7. Debt Collector is further Noticed that this is not a request by Respondent for a *photocopy of any invoice, statement, bill, summary, agreement, and the like* and that any future communication received by Respondent from Debt Collector, in written as well as any other form, absent the above-cited requisite "verification of the debt," irrespective of the inclusion of any photocopy of any related invoice, statement, bill, summary, agreement, and the like, constitutes Debt Collector's tacit admission, confession, and agreement that Debt Collector has no lawful, bona fide, verifiable claim re the alleged account.
8. Respondent also includes with this written communication, "Debt Collector Disclosure Statement," for the purpose of ensuring that Debt Collector's "verification of the debt" is executed in accordance with law as codified at 15 USC §1692(g), and must be completed in full by Debt Collector and received by Respondent within twenty-one (21) days of Debt Collector's receipt of this written communication.

**Notice of Reservation of Right to Initiate a Counterclaim and File a Claim Against Official Bond**

9. If Debt Collector, such as by commission, omission, and otherwise:
  - (a) Fails to give Respondent full disclosure re the nature and cause of Debt Collector's claim concerning the hereinabove-referenced alleged debt;
  - (b) Makes a false representation of the character of the hereinabove-referenced alleged debt;
  - (c) Makes a false representation of the legal status of the hereinabove-referenced alleged debt;
  - (d) Makes any threat of action that cannot legally be taken, in violation of any applicable law, such as the law codified at the *Fair Debt Collection Practices Act*,

Respondent may initiate a counterclaim/claim against the official bond of Debt Collector, as well as the bond of any principal, agent, assignee, and the like, of Debt Collector, whose acts/omissions result in Respondent sustaining any tort injury.

10. Debt Collector is also hereby given notice that:
  - (a) Debt Collector's unsubstantiated demands for payment, a "scheme or artifice" "caused to be delivered by mail," may constitute Mail Fraud under State and Federal Laws (Debt Collector may wish to consult with competent legal counsel before originating any further communication with Respondent); and
  - (b) Debt Collector's failure to provide Respondent with the requisite verification, validating the above-referenced alleged debt within the requirements of law as codified in the *Fair Debt Collection Practices Act* and the corresponding laws of each state, signifies that Debt Collector tacitly agrees that:
    - (i) Debt Collector has no lawful, bona fide, verifiable claim re the above-referenced alleged account;
    - (ii) Debt Collector waives any and all claims against Respondent; and
    - (iii) Debt Collector tacitly agrees that Debt Collector will compensate Respondent for all costs, fees and expenses incurred in defending against this and any and all continued collection attempts re the above-referenced alleged account.
11. This is also an attempt to determine the nature and basis of a case/counterclaim against Debt Collector, and any information contained within Debt Collector Disclosure Statement, as well as any information obtained otherwise, such as by Debt Collector's commissions, omissions, and the like, will be used for that purpose.
12. Due process of law is guaranteed both alleged debtor and Secured Party at Debt Collector's Office of Risk Management, and is codified at 18 USC §§ 1581, 242, 241, 4, at 15 USC § 1692, and elsewhere.

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JOHN H. DOE®, Respondent

Enclosures:

Offer of Performance  
Certified Promissory Note  
Verification of Tender of Payment, Notice of Reservation of Right to Initiate Counterclaim and File a Claim Against Bond  
Debt Collector Disclosure Statement



JONES, JACK  
5143 Tunnel Vision Drive, Columbus, OH 43222

Date: March 28, 2002

**Recording Requested by, and  
When Recorded Return to:**

John Henry Doe®  
Post Office Box 9999  
Los Angeles, CA 90010

**Respondent's Private International Administrative Remedy Demand No. JHD-032802-JJ**

**This notice is binding upon every principal and agent re the subject matter set forth herein**

Via United States **Postal Service** Registered Mail Article No. RR777888999US

For: JACK JONES, doing business as a Debt Collector, hereinafter "Debt Collector"  
CHASE, MANN & HATT MORTGAGE CORPORATION  
5143 Tunnel Vision Drive  
Columbus, OH 43222

Re: Alleged Creditor: CHASE, MANN & HATT MORTGAGE CORPORATION  
Alleged Account No: 001-23456789-96  
Alleged Amount Due: \$135,458.21

Subject: Offer of Performance

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**OFFER OF PERFORMANCE**

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1. This Offer of Performance is tendered in good faith as full satisfaction of the claim referenced above, with the intent of extinguishing any alleged debt, duty, obligation, liability, and the like intended **to obligate** Respondent, JOHN H. DOE®, named in the hereinabove-referenced Presentment, a copy of which is attached herewith, made fully part hereof, and included herein by reference.
2. Concerning this Offer of Performance, hereinafter "Offer," re alleged account 001-23456789-96, Debt Collector may:
  - (a) **Accept Offer;**
  - (b) **Reject Offer;**
  - (c) Object regarding the mode **of Offer.**
3. This offer of payment of that certain sum of money that Debt Collector alleges/asserts, via Presentment, constitutes Respondent's debt, duty, obligation, and liability, including interest and penalties, is made dependent upon performance by Debt Collector of Conditions Precedent concerning which Respondent/Offeror is entitled by the fundamental principles of American Jurisprudence and law; namely, provision by Debt Collector of verification<sup>1</sup> of the alleged debt, accompanied by documentary evidence establishing the factual basis for Debt Collector's claim for payment asserted within Debt Collector's above-referenced Presentment, i.e. validation of Debt Collector's right **to collect** the alleged debt by providing the requisite verification, including:
  - (a) Copies of all agreements of assignment, negotiation, transfer of rights, and the like, and indicating whether Debt Collector is the current owner, assignee, **holder, etc.**, with evidence of Respondent's consent with any such agreement if a novation;
  - (b) All relative commercial instruments, contracts, and the like containing Respondent's bona fide signature (subjective theory);
  - (c) Any evidence of an exchange of a benefit, as well as exchange of a detriment (implied contract);

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1. **Verification.** Confirmation of correctness, truth, or authenticity, by affidavit, oath, or deposition. Affidavit of truth of matter stated and object of verification is to assure good faith in averments or statements of party. Black's Law Dictionary, Sixth Edition.

- (d) Any evidence of any series of external acts giving the objective semblance of agreement (objective theory);
  - (e) All other documentary evidence between Respondent and Debt Collector that Debt Collector relies upon in making Debt Collector's presumptive claim;
  - (f) Name and address of original creditor; and
  - (g) A certified copy of any judgment.
4. Respondent/Offeror expects a response re Offer within a reasonable period of time of receipt of Offer, which is hereby set at twenty-one (21) days, not counting day of service.
  5. Respondent/Offeror does not waive timeliness. If additional time is needed, however, Debt Collector must make a request in writing before expiration of said twenty-one- (21) day period described above in paragraph "4," setting forth Debt Collector's reasons for requesting such extension of time with good cause shown. Respondent/Offeror will consider any such request for extension of time, the granting of which, however, is conditioned solely upon the decision of Respondent/Offeror.
  6. Respondent/Offeror hereby gives Debt Collector notice that, as an operation of law as codified at California Civil Code § 1485 and California Code of Civil Procedure § 2074, respectively:
    - (a) An obligation is extinguished by an offer of performance, made in conformity with the rules prescribed, and with the intent of extinguishing the obligation;
    - (b) An offer in writing **to pay** a particular sum of money, as well as **to deliver** a written instrument/specific personal property, is, if not accepted, the equivalent of the actual production and tender of the money/instrument/property.
  7. In event that Debt Collector does not respond re Offer within the prescribed time limit for response, and there has likewise been no request for extension of time, with good cause shown therein, within said time period, then Debt Collector tacitly agrees that Debt Collector has no bona fide, lawful, verifiable claim re this alleged account, that Debt Collector waives any and all claims against Respondent, and that Debt Collector tacitly agrees that Debt Collector must compensate Respondent for all costs, fees, and expenses incurred defending against any collection attempts by Debt Collector re the above-referenced alleged account.
  8. Respondent also expressly includes with this Offer of Performance, "Debt Collector Disclosure Statement," attached herewith, made fully part hereof, and included herein by reference, **to ensure** that Debt Collector clearly and conspicuously makes all required disclosures in writing in accordance with applicable portions of *Truth in Lending (Regulation Z)* 12 CFR 226. Debt Collector Disclosure Statement must be completed by Debt Collector and received by Respondent within twenty-one (21) days of Debt Collector's receipt of this Offer of Performance if Debt Collector wishes Debt Collector's claim considered by Respondent.
  9. Debt Collector also tacitly consents and agrees that Debt Collector has a duty **to prevent** this alleged account from damaging Respondent in any way. Debt Collector confesses judgment and Respondent reserves the right **to**:
    - (a) **Initiate** a counterclaim against Debt **Collector**;
    - (b) **File** a claim against the bond of any responsible party, including Debt Collector and all principals, agents, and assignees of Debt Collector, whose acts/omissions result in tort damages against Respondent/Offeror.
  10. Due process of law is guaranteed both alleged debtor and Secured Party at Debt Collector's Office of Risk Management, and is codified at 18 USC §§ 1581, 242, 241, 4, at 15 USC § 1692, and elsewhere.

Dated: March 28, 2002

Signed:

\_\_\_\_\_  
Respondent/Offeror

Witness..... Witness.....

**CERTIFIED PROMISSORY NOTE**

Note Number: JHD-032802-JJ

Date: March 28, 2002

Pay to the

Order of: \*\*\*\* CHASE, MANN & HATT MORTGAGE CORPORATION \*\*\*\*

\$135,458.21

\*\*\* One Hundred Thirty-five Thousand Four Hundred Fifty-eight and 21/100\*\*\* DOLLARS

This instrument is tendered by the Undersigned Respondent, JOHN H. DOE®, hereinafter "Maker," in good faith, and in accordance with law, as codified at UCC §§ 1-103, 1-104, 1-201(4)(28)(30), 3-103(a)(6), 3-104(a)(b) and Public Policy at House Joint Resolution 192 of June 5, 1933, as full satisfaction of alleged debt claimed and allegedly owed in favor of Payee herein, i.e. CHASE, MANN & HATT MORTGAGE CORPORATION, doing business as a debt collector, as per Payee's/Debt Collector's written communication, hereinafter "Presentment," dated March 15, 2002:

Alleged Creditor: CHASE, MANN & HATT MORTGAGE CORPORATION  
Alleged Account No.: 001-23456789-96  
Alleged Amount Due: \$135,458.21

A true and correct copy of Presentment is attached hereto, made fully part hereof, and included herein by reference. This statement constitutes Maker's promise to pay this instrument upon presentment and indorsement, at Maker's location.

As an operation of law, Payee/Debt Collector tacitly consents and agrees that there is accord and satisfaction by use of this instrument to satisfy Payee's/Debt Collector's claim and Maker is hereby discharged from liability on this alleged account and the obligation is suspended in accordance with law as codified at UCC §§ 3-310(b), 3-311, and 3-603.

Maker does not waive timeliness. However, if Payee/Debt Collector needs additional time, Payee/Debt Collector must present Maker with a written request for additional time within a reasonable time, setting forth the reasons Payee/Debt Collector requests an extension of time, with good cause shown. The acceptability of any such request received by Maker from Payee/Debt Collector is conditional upon approval by Maker.

In the event this instrument is not presented for payment within a reasonable period of time, and there has been no request for an extension of time with good cause shown, Payee/Debt Collector tacitly consents and agrees that Payee/Debt Collector has no bona fide verifiable claim re this alleged account.

Payee/Debt Collector tacitly consents and agrees that Debt Collector has a duty to prevent this alleged account from damaging Maker in any way, and that Debt Collector confesses judgment and Maker reserves the right to initiate a counterclaim against Debt Collector, and file a claim against the bond of any responsible party, including Debt Collector and all principals, agents, and assignees of Debt Collector, whose acts/omissions result in tort damages against Maker.

Dated: March 28, 2002

.....  
JOHN H. DOE®, Respondent/Maker

Witness.....

Witness.....

Authorized person indorse below. Print name and official title when presenting this Instrument for payment. Government-issued ID with photograph required, i.e. only the following types of ID accepted: state-issued Drivers License; state-issued Identification Card; Passport

\_\_\_\_\_  
Printed Name of Indorser

\_\_\_\_\_  
Form of Photo Identification

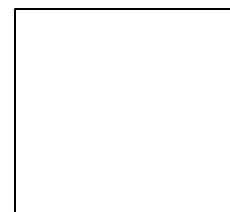
\_\_\_\_\_  
Official Title of Indorser

\_\_\_\_\_  
Form of Official Identification

\_\_\_\_\_  
Date of Presentment and Indorsement

\_\_\_\_\_  
Signature of Indorser

Right Thumb Print \_\_\_\_\_



**Recording Requested by, and  
When Recorded Return to:**

JOHN H. DOE®  
P.O. Box 9999  
Los Angeles, CA 90010

Date: \_\_\_\_\_

**VERIFICATION OF TENDER OF PAYMENT and  
NOTICE OF RESERVATION OF RIGHT TO INITIATE A COUNTERCLAIM and  
FILE A CLAIM AGAINST BOND**

**Respondent's Private International Administrative Remedy Demand, No. JHD-032802-JJ**

Introductory Certification

The Undersigned, JOHN H. DOE<sup>®</sup>, hereinafter "Declarant," does herewith solemnly swear, declare, and state that:

1. Declarant can competently state the matters set forth herewith.
2. Declarant has personal knowledge of the facts stated herein.
3. Declarant has read and signed this Verification of Tender of Payment and Notice of Reservation of Right **to Initiate** a Counterclaim and **File** a Claim Against Bond, hereinafter "Tender and Reservation of Right."

Plain Statement of Facts

4. This Tender and Reservation of Right is not interposed for purpose of delay.
5. This Tender and Reservation of Right does not prejudice CHASE, MANN & HATT MORTGAGE CORPORATION in this matter.
6. Declarant does not join in any merits of Presentment of JACK JONES, **doing business as** a Debt Collector.

Verification and Certification

7. The Undersigned, **JOHN H. DOE<sup>®</sup>, i.e. Declarant**, does herewith swear, declare, and affirm that Declarant executes this Tender and Reservation of Right with sincere intent, that Declarant can competently state the matters set forth herein, that the contents are true, correct, complete, and certain, not misleading, and the truth, the whole truth, and nothing but the truth **in accordance with Declarant's best firsthand** knowledge and understanding.

Further Declarant saith naught.

Dated: March 28, 2002

Signed:

\_\_\_\_\_  
JOHN H. DOE<sup>®</sup>, Declarant

Witness .....

Witness .....

**DEBT COLLECTOR DISCLOSURE STATEMENT**  
**Re "Offer of Performance"**

This statement and the answers contained herein may be used by Respondent, if necessary, in any court of competent jurisdiction.

**Respondent's Private International Administrative Remedy Demand No. JHD-032802-JJ**

Notice: This Debt Collector Disclosure Statement is not a substitute for, nor the equivalent of, the hereinabove-requested verification of the record, i.e. "Confirmation of correctness, truth, or authenticity, by affidavit, oath, or deposition" (Black's Law Dictionary, Sixth Edition, 1990), re the alleged debt, and must be completed in accordance with the *Fair Debt Collection Practices Act*, 15 USC §1692g, applicable portions of *Truth in Lending (Regulation Z)*, 12 CFR 226, and demands as cited above in Offer of Performance. Debt Collector must make all required disclosures clearly and conspicuously in writing re the following:

1. Name of Debt Collector: .....
2. Address of Debt Collector: .....
3. Name of alleged Debtor: .....
4. Address of alleged Debtor: .....
5. Alleged Account Number: .....
6. Alleged debt owed: \$.....
7. Date alleged debt became payable: .....
8. Re this alleged account, what is the name and address of the alleged Original Creditor, if different from Debt Collector?  
.....
9. Re this alleged account, if Debt Collector is different from alleged Original Creditor, does Debt Collector have a bona fide affidavit of assignment to enter into alleged original contract between alleged Original Creditor and alleged Debtor?  
YES NO
10. Did Debt Collector purchase this alleged account from the alleged Original Creditor? YES NO N/A (Not Applicable)
11. If applicable, date of purchase of this alleged account from alleged Original Creditor, and purchase amount:  
Date: ..... Amount: \$.....
12. Did Debt Collector purchase this alleged account from a previous debt collector? YES NO N/A
13. If applicable, date of purchase of this alleged account from previous debt collector, and purchase amount:  
Date: ..... Amount: \$.....
14. Regarding this alleged account, Debt Collector is currently the:  
(a) Owner; (b) Assignee; (c) Other – explain: .....
15. What are the terms of the transfer of rights re this alleged account? .....
16. If applicable, transfer of rights re this alleged account was executed by the following method:  
(a) Assignment; (b) Negotiation; (c) Novation; (d) Other – explain:.....

- 17. If the transfer of rights re this alleged account was by assignment, was there consideration? YES NO N/A
- 18. What is the nature and cause of the consideration cited in # 17 above? .....
- 19. If the transfer of rights re this alleged account was by negotiation, was the alleged account taken for value?  
YES NO N/A
- 20. What is the nature and cause of any value cited in #19 above? .....
- 21. If the transfer of rights re this alleged account was by novation, was consent given by alleged Debtor? YES NO N/A
- 22. What is the nature and cause of any consent cited in # 21 above?.....
- 23. Has Debt Collector provided alleged Debtor with the requisite *verification* of the alleged debt as required by the *Fair Debt Collection Practices Act*? YES NO
- 24. Date said verification cited above in # 23 was provided alleged Debtor: .....
- 25. Was said verification cited above in # 23 in the form of a sworn or affirmed oath, affidavit, or deposition? YES NO
- 26. Verification cited above in # 23 was provided alleged Debtor in the form of: OATH AFFIDAVIT DEPOSTION
- 27. Does Debt Collector have knowledge of any claim(s)/defense(s) re this alleged account? YES NO
- 28. What is the nature and cause of any claim(s)/defense(s) re this alleged account? .....
- 29. Was alleged Debtor sold any products/services by Debt Collector? YES NO
- 30. What is the nature and cause of any products/services cited above in # 29? .....
- 31. Does there exist a verifiable, bona fide, original commercial instrument between Debt Collector and alleged Debtor containing alleged Debtor's bona fide signature? YES NO
- 32. What is the nature and cause of any verifiable commercial instrument cited above in # 31? .....
- 33. Does there exist verifiable evidence of an exchange of a benefit or detriment between Debt Collector and alleged Debtor?  
YES NO
- 34. What is the nature and cause of this evidence of an exchange of a benefit or detriment as cited above in # 33? .....
- 35. Does any evidence exist of verifiable external act(s) giving the objective semblance of agreement between Debt Collector and alleged Debtor? YES NO
- 36. What is the nature and cause of any external act(s) giving the objective semblance of agreement from #35 above? .....
- 37. Have any charge-offs been made by any creditor or debt collector regarding this alleged account? YES NO
- 38. Have any insurance claims been made by any creditor or debt collector regarding this alleged account? YES NO

- 39. Have any tax write-offs been made by any creditor or debt collector regarding this alleged account? YES NO
- 40. Have any tax deductions been made by any creditor or debt collector regarding this alleged account? YES NO
- 41. Have any judgments been obtained by any creditor or debt collector regarding this alleged account? YES NO
- 42. At the time the alleged original contract was executed, were all parties apprised of the meaning of the terms and conditions of said alleged original contract? YES NO
- 43. At the time the alleged original contract was executed, were all parties advised of the importance of consulting a licensed legal professional before executing the alleged contract? YES NO
- 44. At the time the alleged original contract was executed, were all parties apprised that said alleged contract was a private credit instrument? YES NO

Debt Collector's failure, both intentional and otherwise, to complete/answer points "1" through "44" above and return this Debt Collector Disclosure Statement, as well as provide Respondent with the requisite verification validating the hereinabove-referenced alleged debt, constitutes Debt Collector's tacit agreement that Debt Collector has no verifiable, lawful, bona fide claim re the hereinabove-referenced alleged account, and that Debt Collector tacitly agrees that Debt Collector waives all claims against Respondent and indemnifies and holds Respondent harmless against any and all costs and fees heretofore and hereafter incurred and related re any and all collection attempts involving the hereinabove-referenced alleged account.

Declaration: The Undersigned hereby declares under penalty of perjury of the laws of this State that the statements made in this Debt Collector Disclosure Statement are true and correct in accordance with the Undersigned's best firsthand knowledge and belief.

\_\_\_\_\_   
Date

\_\_\_\_\_   
Printed name of Signatory

\_\_\_\_\_   
Official Title of Signatory

\_\_\_\_\_   
Authorized Signature for Debt Collector

Debt Collector must timely complete and return this Debt Collector Disclosure Statement, along with all required documents referenced in said Debt Collector Disclosure Statement. Debt Collector's claim will not be considered if any portion of this Debt Collector Disclosure Statement is not completed and timely returned with all required documents, which specifically includes the requisite verification, made in accordance with law and codified in the *Fair Debt Collection Practices Act* at 15 USC §1692 et seq., and which states in relevant part: "A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt," which includes "the false representation of the character, or legal status of any debt," and "the threat to take any action that cannot legally be taken," all of which are violations of law. If Debt Collector does not respond as required by law, Debt Collector's claim will not be considered and Debt Collector may be liable for damages for any continued collection efforts, as well as any other injury sustained by Respondent. Please allow thirty (30) days for processing after Respondent's receipt of Debt Collector's response.



## AFFIDAVIT OF DEBT

By and from:

John Henry Doe®  
Post Office Box 9999  
Los Angeles, CA 90010

### Introductory Certification

The Undersigned, **John Henry Doe®**, hereinafter "Affiant," does herewith solemnly swear, declare, and state that:

- A. Affiant can competently state the matters set forth herewith.
- B. Affiant has personal knowledge of the facts stated herein.
- C. All the facts stated herein are true, correct, complete, and certain, admissible as evidence, not misleading, the truth, the whole truth, and nothing but the truth, in accordance with Affiant's best firsthand knowledge and understanding.

### Plain Statement of Facts

- D. "Notice by Written Communication/Security Agreement," hereinafter "Notice by Written Communication," attached hereto, made fully part hereof, and included herein by reference, sent by United States Postal Service Registered Mail Article No. **[Registered Mail No.]** on **[Date sent]** and received by **JACK JONES** on **[Date received]**, notices **JACK JONES** that:
  - (1) **JACK JONES** does not have Affiant's authorization to use Affiant's private, common-law-copyrighted trade-name/trademark, **JOHN H. DOE®**, nor Affiant's common-law-copyrighted autograph, i.e. "**John Henry Doe**";
  - (2) Any unauthorized use of Affiant's common-law-copyrighted property, as described above in paragraph "D(1)," by **JACK JONES** constitutes counterfeiting and common-law trade-name/trademark copyright infringement, that Secured Party neither grants, nor implies, nor otherwise gives consent for any unauthorized use of **JOHN H. DOE®**, and that any and all such unauthorized use is strictly prohibited;
  - (3) Any additional instance of unauthorized use of Secured Party's common-law-copyrighted trade-name/trademark, not excluding "**John Henry Doe**," by **JACK JONES** following **JACK JONES'S** receipt of Notice by Written Communication accelerates **JACK JONES'S** acceptance of the obligation of the consensual contract by and between **JACK JONES** and Affiant, initiated by **JACK JONES**, as well as the unconditional promise of payment in full thereof, as of the date and time of the first instance of **JACK JONES'S** additional unauthorized use following **JACK JONES'S** receipt of Notice by Written Communication, in strict accordance with terms set forth in paragraphs "(1)" through "(9)" in "Self-executing Security Agreement"-section of Notice by Written Communication, wherein **JACK JONES** is "User"; and

***[Note: Depending on which opt-out procedure was used in the Notice by Written Communication/Security Agreement, there will be a particular paragraph "D(4)." The difficult opt-out procedure will require use of the first sample paragraph "D(4)" below; the simple opt-out procedure (includes Notice by Written Communication/Security Agreement contained within the 14-page Validation of Debt Package) will require use of the second paragraph "D(4)" below.]***

- (4) **JACK JONES** can opt out and withdraw from **JACK JONES'S** self-initiated consensual contract between **JACK JONES** and Affiant as described above in paragraph "D(3)," and retain no obligation associated therewith, only by **JACK JONES'S** surrender, at the mailing location designated for Affiant in Notice by Written Communication no later than **12:00 Midnight** of the of the **fourth (4<sup>th</sup>)** day following **JACK JONES'S** receipt of Notice by Written Communication, of any and all original instruments, documents, and records in any form of recorded media whatsoever, as well as any and all copies of all such originals in any form of recorded media whatsoever, containing both the signature of **JACK JONES** and any counterfeit version of either of: (a) Secured Party's private, common-law-copyrighted trade-name/trademark, i.e. **JOHN HENRY DOE®**; (b) Secured Party's private, autograph-common-law-copyrighted property, i.e. "**John Henry Doe**."
- (4) **JACK JONES** can opt out and withdraw from **JACK JONES'S** self-initiated consensual contract between **JACK JONES** and Affiant as described above in paragraph "D(3)," and retain no obligation associated therewith, only by immediate cessation of any and all further unauthorized use of Secured Party's common-law-copyrighted property.

***[NOTE: Depending on which opt-out procedure was used in the Notice by Written Communication/Security Agreement, there will be a particular text for paragraph "E." The difficult opt-out procedure will require use of the first sample paragraph "E" below; the simple opt-out procedure, (includes Notice by Written Communication/Security Agreement contained within the 14-page Validation of Debt Package) will require use of the second sample paragraph "E" below.]***

- E. Notice by Written Communication also notices JACK JONES in section entitled "Self-executing Security Agreement" that, absent JACK JONES'S surrender of all original instruments, documents, and records in any form of recorded media, as well as all copies of any such original, containing both JACK JONES'S signature and any version of any of Secured Party's common-law-copyrighted property, as cited above in paragraph "D(4)," JACK JONES accepts the obligation of JACK JONES'S self-initiated consensual contract between JACK JONES and Affiant at 12:01 A.M. of the fifth (5<sup>th</sup>) day following JACK JONES'S receipt of Notice by Written Communication, said Notice by Written Communication is rendered a security agreement, hereinafter "Security Agreement," wherein JACK JONES is Debtor and Affiant is Secured Party, and JACK JONES:
- E. Notice by Written Communication also notices JACK JONES in section entitled "Self-executing Security Agreement" that any additional instance of unauthorized use of Secured Party's common-law-copyrighted property by JACK JONES following JACK JONES'S receipt of Notice by Written Communication, as cited above in paragraph "D(3)," accelerates JACK JONES'S acceptance of the obligation of the herein-described consensual contract, as well as JACK JONES'S unconditional promise of payment in full of said obligation, effective the date of said first instance of additional unauthorized use following JACK JONES'S receipt of Notice by Written Communication, said Notice by Written Communication is rendered a security agreement, hereinafter "Security Agreement," wherein JACK JONES is Debtor and Affiant is Secured Party, and JACK JONES:
- (1) Grants Secured Party a security interest in all of JACK JONES'S property and rights in property in the sum certain amount of \$500,000.00 per each occurrence of use of common-law-copyrighted trade-name/trademark JOHN HENRY DOE<sup>®</sup>, as well as for each and every use of any and all derivatives of, and variations in the spelling of, JOHN HENRY DOE<sup>®</sup>, not excluding "John Henry Doe," plus costs, plus triple damages;
  - (2) Authenticates Security Agreement cited in paragraph "(2)" of Notice by Written Communication wherein JACK JONES is Debtor and John Henry Doe<sup>®</sup> is Secured Party, and wherein JACK JONES pledges all of JACK JONES'S tangible and intangible property, and all of JACK JONES'S interest in all such property, now owned and hereafter acquired, now existing and hereafter arising, and wherever located, as collateral to secure JACK JONES'S contractual obligation in favor of Affiant for JACK JONES'S unauthorized use of Affiant's common-law-copyrighted property;
  - (3) Consents and agrees with Affiant's filing of a UCC Financing Statement in the UCC filing office, as well as in any county recorder's office, wherein JACK JONES is Debtor and Affiant is Secured Party;
  - (4) Consents and agrees that any UCC Financing Statement as described hereinabove in paragraph "E(3)" is a continuing financing statement, and further consents and agrees with Affiant's filing of any continuation statement necessary to maintain Affiant's perfected security interest in all of JACK JONES'S property and rights in property pledged as collateral in Security Agreement cited hereinabove in paragraph "E(2)," until JACK JONES'S contractual obligation theretofore incurred has been fully satisfied;
  - (5) Consents and agrees with Affiant's filing of any UCC Financing Statement, as described hereinabove in paragraph "E(3)," as well as paragraph "E(4)," and the filing of Security Agreement, as cited above in paragraph "E(2)," in the UCC filing office, as well as any county recorder's office;
  - (6) Consents and agrees that any and all such filings described hereinabove in paragraph "E(4)" and "E(5)" are not, and may not be considered, bogus, and that JACK JONES will not claim that any such filing is bogus;
  - (7) Waives all defenses;
  - (8) Waives rights of presentment, notice of dishonor, and notice of protest;
  - (9) Appoints Affiant as authorized representative for JACK JONES, effective upon JACK JONES'S default re JACK JONES'S contractual obligations in favor of Affiant as set forth below under "Payment Terms" and "Default Terms," with full authorization and power granted Affiant to engage in any and all actions on behalf of JACK JONES, including, but not limited to, authentication of a record on behalf of JACK JONES, as Affiant, in Affiant's sole discretion, deems appropriate, and, as regards any deposit account of any kind maintained with any bank in/under the name of JACK JONES, and likewise any deposit account maintained with any bank in/under the Taxpayer Identification Number of JACK JONES, notwithstanding the absence of JACK JONES'S name as account-holder on any such deposit account maintained with any bank in/under the Taxpayer Identification Number of JACK JONES, grants Secured Party full authority and power to originate instructions for said deposit-account bank and to direct the disposition of funds in said deposit account by acting as signatory on said deposit account without further consent of

**JACK JONES** and without liability, and **JACK JONES** further consents and agrees that this appointment of Secured Party as authorized representative for **JACK JONES**, effective upon **JACK JONES**'S default, is irrevocable and coupled with a security interest; and

(10) Consents and agrees with all of the following additional terms set forth in "Self-executing Security Agreement"-section of Notice by Written Communication:

- (a) Payment Terms: In accordance with fees for unauthorized use of **JOHN H. DOE**® as set forth above, **JACK JONES** hereby consents and agrees that **JACK JONES** shall pay Affiant all unauthorized-use fees in full within ten (10) days of date Affiant's invoice, hereinafter "Invoice," itemizing said fees, is sent.
- (b) Default Terms: In event of non-payment in full of all unauthorized-use fees by **JACK JONES** within ten (10) days of date Invoice is sent, **JACK JONES** shall be deemed in default and:
  - (i) All of **JACK JONES**'S property and rights in property pledged as collateral by **JACK JONES**, as cited above in paragraph "E(2)," immediately becomes, i.e. is, property of Affiant;
  - (ii) **JACK JONES** appoints Affiant as **JACK JONES**'S authorized representative as cited above in paragraph "E(9)"; and
  - (iii) **JACK JONES** consents and agrees that Affiant may take possession of, as well as otherwise dispose of in any manner that Affiant, in Affiant's sole discretion, deems appropriate, including, but not limited to, sale at auction, at any time following **JACK JONES**'S default, and without further notice, any and all of **JACK JONES**'S former property and rights in property formerly pledged as collateral by **JACK JONES**, now property of Affiant, in respect of said "Self-executing Security Agreement"-section of Notice by Written Communication, that Affiant, again in Affiant's sole discretion, deems appropriate.
- (c) Terms for Curing Default: Upon event of default, cited above in paragraph "E(9)(b)," "Default Terms," **JACK JONES** can cure **JACK JONES**'S default and avoid strict foreclosure re any remainder of **JACK JONES**'S former property that is neither in the possession of Secured Party, nor otherwise disposed of by Secured Party, only within twenty (20) days of **JACK JONES**'S default and only by payment in full of the balance of the sum certain amount owed by **JACK JONES**, as noticed **JACK JONES** in Invoice, that is not already paid by Secured Party's possession, sale, liquidation, and the like of **JACK JONES**'S former property pledged as collateral to secure **JACK JONES**'S obligation.
- (d) Terms of Strict Foreclosure: **JACK JONES**'S non-payment in full of all unauthorized-use fees itemized in Invoice within said twenty- (20) day period to cure default cited above in paragraph "E(9)(c)," "Terms for Curing Default," authorizes Affiant's immediate non-judicial strict foreclosure on any and all remaining property and rights in property formerly pledged as collateral by **JACK JONES**, now property of Affiant, which is not in the possession of, nor otherwise disposed of by, Affiant upon expiration of said twenty- (20) day strict-foreclosure period.

**[NOTE: Depending on which opt-out procedure was used in the Notice by Written Communication/Security Agreement, there will be a particular text for paragraph "F." The difficult opt-out procedure will require use of the first sample paragraph "F" below; the simple opt-out procedure (includes Notice by Written Communication/Security Agreement contained within the 14-page Validation of Debt Package) will require use of the second sample paragraph "F" below.]**

- F. Effective 12:01 A.M. **[the eighth day following JACK JONES' receipt of Notice by Written Communication/Security Agreement]** **JACK JONES** accepts the obligation of the hereinabove-described private, consensual contract between **JACK JONES** and Affiant, initiated by **JACK JONES**, and:
- F. Effective **[date of the first additional unauthorized use of Affiant's copyrighted property following JACK JONES'S receipt of Notice by Written Communication/Security Agreement or 14-page Validation of Debt Package]**, **JACK JONES** accepts the obligation of the hereinabove-described private, consensual contract between **JACK JONES** and Affiant, initiated by **JACK JONES**, and:
  - (1) Affiant is granted a security interest in all of **JACK JONES**'S property and rights in property by **JACK JONES** as cited above in paragraph "E(1)";
  - (2) **JACK JONES** authenticates Security Agreement cited above in paragraph "E(2)," wherein **JACK JONES** is Debtor and Affiant is Secured Party;
  - (3) **JACK JONES** consents and agrees with Affiant's filing of a UCC Financing Statement in the UCC filing office, as well

as in any county recorder's office, as cited above in paragraph "E(3)," wherein JACK JONES is Debtor and John Henry Doe® is Secured Party;

- (4) JACK JONES consents and agrees that any UCC Financing Statement as cited above in paragraph "E(3)" is a continuing financing statement, and further consents and agrees with Affiant's filing of any continuation statement necessary to maintain Affiant's perfected security interest in all of JACK JONES'S property and rights in property pledged as collateral in Security Agreement as cited above in paragraph "E(2)," until JACK JONES'S contractual obligation theretofore incurred has been fully satisfied;
  - (5) JACK JONES consents and agrees with Affiant's filing of any UCC Financing Statement, as cited hereinabove in paragraph "E(3)," as well as paragraph "E(4)," and the filing of "Security Agreement," as cited above in paragraph "E(2)," in the UCC filing office, as well as in any county recorder's office ;
  - (6) JACK JONES consents and agrees that any and all such filings as cited above in paragraph "E(4)" and "E(5)" are not, and may not be considered, bogus, and that JACK JONES will not claim that any such filing is bogus;
  - (7) JACK JONES waives all defenses;
  - (8) JACK JONES waives presentment, notice of dishonor, and notice of protest;
  - (9) JACK JONES appoints Affiant authorized representative for JACK JONES, effective upon JACK JONES'S default re JACK JONES'S contractual obligations in favor of Affiant as cited above in paragraphs "E(10)(a)" and "E(10)(b)"; and
  - (10) JACK JONES consents and agrees with "Payment Terms," "Default Terms," "Terms for Curing Default," and "Terms of Strict Foreclosure" as cited above in paragraphs "E(10)(a)," "E(10)(b)," "E(10)(c)," and "E(10)(d)," respectively.
- G. Total debt now due and owing by JACK JONES in favor of Affiant is the sum certain amount of **[Dollar-amount spelled out in words]** United States Dollars (**[\$Dollar-amount numerically]**), which amount is certified in "Invoice – Verified Statement of Account" dated **[Date of Invoice]**, attached hereto, made fully part hereof, and included herein by reference, and, as of the date of this Affidavit of Debt, consists of the following:
- (1) All unauthorized-use fees;
  - (2) All reasonable costs associated with enforcing the security interest and collecting the indebtedness; and
  - (3) Total damages calculated in United States Dollars and multiplied by a factor of 3 (i.e. Damages in United States Dollars X 3);
- H. The debt described hereinabove in paragraph "G" is the result of a private, consensual transaction by and between JACK JONES and Affiant, and is neither the result of a commercial transaction, nor a consumer-goods transaction.

Verification and Certification

- I. The Undersigned Affiant, John Henry Doe®, does herewith swear, declare, and affirm that Affiant executes this Affidavit with sincere intent, that Affiant can competently state the matters set forth herein, that the contents are true, correct, complete, and certain, not misleading, and the truth, the whole truth, and nothing but the truth in accordance with Affiant's best firsthand knowledge and understanding.

Enclosures/Attachments:

- Attachment A: Notice by Written Communication/Security Agreement, with attachments
- Attachment B: Affidavit of Mailing re Notice by Written Communication/Security Agreement
- Attachment C: (USPS) PS Form 3811 re Notice by Written Communication/Security Agreement
- Attachment D: Invoice – Verified Statement of Account, with attachments
- Attachment E: Affidavit of Mailing re Invoice – Verified Statement of Account
- Attachment F: (USPS) PS Form 3811 re Invoice – Verified Statement of Account

Date: The **[Sequential]** Day of the **[Sequential]** Month in the Year of Our Lord Two Thousand **[Year]**

Signed:

Autograph Common Law Copyright® 1973 by John Henry Doe®, EID # 1234-56789. All Rights Reserved. No part of this Common Law Copyright made be reproduced in any manner without prior, express, written permission from John Henry Doe® as signified by John Henry Doe®'s signature in red ink. Unauthorized use of "John Henry Doe" incurs same unauthorized-use fees as those associated with JOHN HENRY DOE®, as cited above in this "Affidavit of Debt" in paragraph "E(1)."



## AFFIDAVIT OF DEBT

By and from:

John Henry Doe®  
Post Office Box 9999  
Los Angeles, CA 90010

### Introductory Certification

The Undersigned, **John Henry Doe®**, hereinafter "Affiant," does herewith solemnly swear, declare, and state that:

- A. Affiant can competently state the matters set forth herewith.
- B. Affiant has personal knowledge of the facts stated herein.
- C. All the facts stated herein are true, correct, complete, and certain, admissible as evidence, not misleading, the truth, the whole truth, and nothing but the truth, in accordance with Affiant's best firsthand knowledge and understanding.

### Plain Statement of Facts

D. "Notice by Written Communication/Security Agreement," hereinafter "Notice by Written Communication," attached hereto, made fully part hereof, and included herein by reference, sent by United States Postal Service Registered Mail Article No. **[Registered Mail No.]** on **[Date sent]** and received by **JACK JONES** on **[Date received]**, notices **JACK JONES** that:

- (1) **JACK JONES** does not have Affiant's authorization to use Affiant's private, common-law-copyrighted trade-name/trademark, **JOHN H. DOE®**, nor Affiant's common-law-copyrighted autograph, i.e. "John Henry Doe";
- (2) Any unauthorized use of Affiant's common-law-copyrighted property, as described above in paragraph "D(1)," by **JACK JONES** constitutes counterfeiting and common-law trade-name/trademark copyright infringement, that Secured Party neither grants, nor implies, nor otherwise gives consent for any unauthorized use of **JOHN H. DOE®**, and that any and all such unauthorized use is strictly prohibited;
- (3) Any additional instance of unauthorized use of Secured Party's common-law-copyrighted trade-name/trademark, not excluding "John Henry Doe," by **JACK JONES** following **JACK JONES'S** receipt of Notice by Written Communication accelerates **JACK JONES'S** acceptance of the obligation of the consensual contract by and between **JACK JONES** and Affiant, initiated by **JACK JONES**, as well as the unconditional promise of payment in full thereof, as of the date and time of the first instance of **JACK JONES'S** additional unauthorized use following **JACK JONES'S** receipt of Notice by Written Communication, in strict accordance with terms set forth in paragraphs "(1)" through "(9)" in "Self-executing Security Agreement"-section of Notice by Written Communication, wherein **JACK JONES** is "User"; and

**[Note: Depending on which opt-out procedure was used in the Notice by Written Communication/Security Agreement, there will be a particular paragraph "D(4)." The difficult opt-out procedure will require use of the first sample paragraph "D(4)" below; the simple opt-out procedure (includes Notice by Written Communication/Security Agreement contained within the 14-page Validation of Debt Package) will require use of the second paragraph "D(4)" below.]**

- (4) **JACK JONES** can opt out and withdraw from **JACK JONES'S** self-initiated consensual contract between **JACK JONES** and Affiant as described above in paragraph "D(3)," and retain no obligation associated therewith, only by **JACK JONES'S** surrender, at the mailing location designated for Affiant in Notice by Written Communication no later than 12:01 A.M. of the of the fifth (5<sup>th</sup>) day following **JACK JONES'S** receipt of Notice by Written Communication, of any and all original instruments, documents, and records in any form of recorded media whatsoever, as well as any and all copies of all such originals in any form of recorded media whatsoever, containing both the signature of **JACK JONES** and any counterfeit version of either of: (a) Secured Party's private, common-law-copyrighted trade-name/trademark, i.e. **JOHN HENRY DOE®**; (b) Secured Party's private, autograph-common-law-copyrighted property, i.e. "John Henry Doe."
- (4) **JACK JONES** can opt out and withdraw from **JACK JONES'S** self-initiated consensual contract between **JACK JONES** and Affiant as described above in paragraph "D(3)," and retain no obligation associated therewith, only by immediate cessation of any and all further unauthorized use of Secured Party's common-law-copyrighted property.

**[NOTE: Depending on which opt-out procedure was used in the Notice by Written Communication/Security Agreement, there will be a particular text for paragraph "E." The difficult opt-out procedure will require use of the first sample paragraph "E" below; the simple opt-out procedure, (includes Notice by Written Communication/Security Agreement contained within the 14-page Validation of Debt Package) will require use of the second sample paragraph "E" below.]**

- E. Notice by Written Communication also notices JACK JONES in section entitled "Self-executing Security Agreement" that, absent JACK JONES'S surrender of all original instruments, documents, and records in any form of recorded media, as well as all copies of any such original, containing both JACK JONES'S signature and any version of any of Secured Party's common-law-copyrighted property, as cited above in paragraph "D(4)," JACK JONES accepts the obligation of JACK JONES'S self-initiated consensual contract between JACK JONES and Affiant at 12:01 A.M. of the fifth (5<sup>th</sup>) day following JACK JONES'S receipt of Notice by Written Communication, said Notice by Written Communication is rendered a security agreement, hereinafter "Security Agreement," wherein JACK JONES is Debtor and Affiant is Secured Party, and JACK JONES:
- E. Notice by Written Communication also notices JACK JONES in section entitled "Self-executing Security Agreement" that any additional instance of unauthorized use of Secured Party's common-law-copyrighted property by JACK JONES following JACK JONES'S receipt of Notice by Written Communication, as cited above in paragraph "D(3)," accelerates JACK JONES'S acceptance of the obligation of the herein-described consensual contract, as well as JACK JONES'S unconditional promise of payment in full of said obligation, effective the date of said first instance of additional unauthorized use following JACK JONES'S receipt of Notice by Written Communication, said Notice by Written Communication is rendered a security agreement, hereinafter "Security Agreement," wherein JACK JONES is Debtor and Affiant is Secured Party, and JACK JONES:
- (1) Grants Secured Party a security interest in all of JACK JONES'S property and rights in property in the sum certain amount of \$500,000.00 per each occurrence of use of common-law-copyrighted trade-name/trademark JOHN HENRY DOE<sup>®</sup>, as well as for each and every use of any and all derivatives of, and variations in the spelling of, JOHN HENRY DOE<sup>®</sup>, not excluding "John Henry Doe," plus costs, plus triple damages;
  - (2) Authenticates Security Agreement cited in paragraph "(2)" of Notice by Written Communication wherein JACK JONES is Debtor and John Henry Doe<sup>®</sup> is Secured Party, and wherein JACK JONES pledges all of JACK JONES'S tangible and intangible property, and all of JACK JONES'S interest in all such property, now owned and hereafter acquired, now existing and hereafter arising, and wherever located, as collateral to secure JACK JONES'S contractual obligation in favor of Affiant for JACK JONES'S unauthorized use of Affiant's common-law-copyrighted property;
  - (3) Consents and agrees with Affiant's filing of a UCC Financing Statement in the UCC filing office, as well as in any county recorder's office, wherein JACK JONES is Debtor and Affiant is Secured Party;
  - (4) Consents and agrees that any UCC Financing Statement as described hereinabove in paragraph "E(3)" is a continuing financing statement, and further consents and agrees with Affiant's filing of any continuation statement necessary to maintain Affiant's perfected security interest in all of JACK JONES'S property and rights in property pledged as collateral in Security Agreement cited hereinabove in paragraph "E(2)," until JACK JONES'S contractual obligation theretofore incurred has been fully satisfied;
  - (5) Consents and agrees with Affiant's filing of any UCC Financing Statement, as described hereinabove in paragraph "E(3)," as well as paragraph "E(4)," and the filing of Security Agreement, as cited above in paragraph "E(2)," in the UCC filing office, as well as any county recorder's office;
  - (6) Consents and agrees that any and all such filings described hereinabove in paragraph "E(4)" and "E(5)" are not, and may not be considered, bogus, and that JACK JONES will not claim that any such filing is bogus;
  - (7) Waives all defenses;
  - (8) Appoints Affiant as Authorized Representative for JACK JONES, effective upon JACK JONES'S default re JACK JONES'S contractual obligations in favor of Affiant as set forth below under "Payment Terms" and "Default Terms," with full authorization and power granted Affiant to engage in any and all actions on behalf of JACK JONES, including, but not limited to, authentication of a record on behalf of JACK JONES, as Affiant, in Affiant's sole discretion, deems appropriate, and, as regards any deposit account of any kind maintained with any bank in/under the name of JACK JONES, and likewise any deposit account maintained with any bank in/under the Social Security Account Number of JACK JONES, notwithstanding the absence of JACK JONES'S name as account-holder on any such deposit account maintained with any bank in/under the Social Security Account Number of JACK JONES, grants Secured Party full authority and power to originate instructions for said deposit-account bank and to direct the disposition of funds in said deposit account by acting as signatory on said deposit account without further consent of JACK JONES and without liability, and JACK JONES further consents and agrees that this appointment of Secured

Party as Authorized Representative for JACK JONES, effective upon JACK JONES'S default, is irrevocable and coupled with a security interest; and

- (9) Consents and agrees with all of the following additional terms set forth in "Self-executing Security Agreement"-section of Notice by Written Communication:
- (a) Payment Terms: In accordance with fees for unauthorized use of JOHN H. DOE® as set forth above, JACK JONES hereby consents and agrees that JACK JONES shall pay Affiant all unauthorized-use fees in full within ten (10) days of date Affiant's invoice, hereinafter "Invoice," itemizing said fees, is sent.
  - (b) Default Terms: In event of non-payment in full of all unauthorized-use fees by JACK JONES within ten (10) days of date Invoice is sent, JACK JONES shall be deemed in default and:
    - (i) All of JACK JONES'S property and rights in property pledged as collateral by JACK JONES, as cited above in paragraph "E(2)," immediately becomes, i.e. is, property of Affiant;
    - (ii) JACK JONES appoints Affiant as JACK JONES'S Authorized Representative as cited above in paragraph "E(8)"; and
    - (iii) JACK JONES consents and agrees that Affiant may take possession of, as well as otherwise dispose of in any manner that Affiant, in Affiant's sole discretion, deems appropriate, including, but not limited to, sale at auction, at any time following JACK JONES'S default, and without further notice, any and all of JACK JONES'S former property and rights in property formerly pledged as collateral by JACK JONES, now property of Affiant, in respect of said "Self-executing Security Agreement"-section of Notice by Written Communication, that Affiant, again in Affiant's sole discretion, deems appropriate.
  - (c) Terms for Curing Default: Upon event of default, cited above in paragraph "E(9)(b)," "Default Terms," JACK JONES can cure JACK JONES'S default and avoid strict foreclosure re any remainder of JACK JONES'S former property that is neither in the possession of Secured Party, nor otherwise disposed of by Secured Party, only within twenty (20) days of JACK JONES'S default and only by payment in full of the balance of the sum certain amount owed by JACK JONES, as noticed JACK JONES in Invoice, that is not already paid by Secured Party's possession, sale, liquidation, and the like of JACK JONES'S former property pledged as collateral to secure JACK JONES'S obligation.
  - (d) Terms of Strict Foreclosure: JACK JONES'S non-payment in full of all unauthorized-use fees itemized in Invoice within said twenty- (20) day period to cure default cited above in paragraph "E(9)(c)," "Terms for Curing Default," authorizes Affiant's immediate non-judicial strict foreclosure on any and all remaining property and rights in property formerly pledged as collateral by JACK JONES, now property of Affiant, which is not in the possession of, nor otherwise disposed of by, Affiant upon expiration of said twenty- (20) day strict-foreclosure period.

***[NOTE: Depending on which opt-out procedure was used in the Notice by Written Communication/Security Agreement, there will be a particular text for paragraph "F." The difficult opt-out procedure will require use of the first sample paragraph "F" below; the simple opt-out procedure (includes Notice by Written Communication/Security Agreement contained within the 14-page Validation of Debt Package) will require use of the second sample paragraph "F" below.]***

- F. Effective 12:01 A.M. ***[the fifth day following JACK JONES' receipt of Notice by Written Communication/Security Agreement]*** JACK JONES accepts the obligation of the hereinabove-described private, consensual contract between JACK JONES and Affiant, initiated by JACK JONES, and:
- F. Effective ***[date of the first additional unauthorized use of Affiant's copyrighted property following JACK JONES'S receipt of Notice by Written Communication/Security Agreement or 14-page Validation of Debt Package]***, JACK JONES accepts the obligation of the hereinabove-described private, consensual contract between JACK JONES and Affiant, initiated by JACK JONES, and:
- (1) Affiant is granted a security interest in all of JACK JONES'S property and rights in property by JACK JONES as cited above in paragraph "E(1)";
  - (2) JACK JONES authenticates Security Agreement cited above in paragraph "E(2)," wherein JACK JONES is Debtor and Affiant is Secured Party;
  - (3) JACK JONES consents and agrees with Affiant's filing of a UCC Financing Statement in the UCC filing office, as well as in any county recorder's office, as cited above in paragraph "E(3)," wherein JACK JONES is Debtor and John



Henry Doe® is Secured Party;

- (4) JACK JONES consents and agrees that any UCC Financing Statement as cited above in paragraph “E(3)” is a continuing financing statement, and further consents and agrees with Affiant’s filing of any continuation statement necessary to maintain Affiant’s perfected security interest in all of JACK JONES’S property and rights in property pledged as collateral in Security Agreement as cited above in paragraph “E(2),” until JACK JONES’S contractual obligation theretofore incurred has been fully satisfied;
  - (5) JACK JONES consents and agrees with Affiant’s filing of any UCC Financing Statement, as cited hereinabove in paragraph “E(3),” as well as paragraph “E(4),” and the filing of “Security Agreement,” as cited above in paragraph “E(2),” in the UCC filing office, as well as in any county recorder’s office ;
  - (6) JACK JONES consents and agrees that any and all such filings as cited above in paragraph “E(4)” and “E(5)” are not, and may not be considered, bogus, and that JACK JONES will not claim that any such filing is bogus;
  - (7) JACK JONES waives all defenses;
  - (8) JACK JONES appoints Affiant Authorized Representative for JACK JONES, effective upon JACK JONES’S default re JACK JONES’S contractual obligations in favor of Affiant as cited above in paragraphs “E(9)(a)” and “E(9)(b)”; and
  - (9) JACK JONES consents and agrees with “Payment Terms,” “Default Terms,” “Terms for Curing Default,” and “Terms of Strict Foreclosure” as cited above in paragraphs “E(9)(a),” “E(9)(b),” “E(9)(c),” and “E(9)(d),” respectively.
- G. Total debt now due and owing by JACK JONES in favor of Affiant is the sum certain amount of **[Dollar-amount spelled out in words]** United States Dollars (**[\$Dollar-amount numerically]**), which amount is certified in “Invoice – Verified Statement of Account” dated **[Date of Invoice]**, attached hereto, made fully part hereof, and included herein by reference, and, as of the date of this Affidavit of Debt, consists of the following:
- (1) All unauthorized-use fees;
  - (2) All reasonable costs associated with enforcing the security interest and collecting the indebtedness; and
  - (3) Total damages calculated in United States Dollars and multiplied by a factor of 3 (i.e. Damages in United States Dollars X 3);
- H. The debt described hereinabove in paragraph “G” is the result of a private, consensual transaction by and between JACK JONES and Affiant, and is neither the result of a commercial transaction, nor a consumer-goods transaction.

Verification and Certification

- I. The Undersigned Affiant, John Henry Doe®, does herewith swear, declare, and affirm that Affiant executes this Affidavit with sincere intent, that Affiant can competently state the matters set forth herein, that the contents are true, correct, complete, and certain, not misleading, and the truth, the whole truth, and nothing but the truth in accordance with Affiant’s best firsthand knowledge and understanding.

Enclosures/Attachments:

- Attachment A: Notice by Written Communication/Security Agreement, with attachments
- Attachment B: Affidavit of Mailing re Notice by Written Communication/Security Agreement
- Attachment C: (USPS) PS Form 3811 re Notice by Written Communication/Security Agreement
- Attachment D: Invoice – Verified Statement of Account, with attachments
- Attachment E: Affidavit of Mailing re Invoice – Verified Statement of Account
- Attachment F: (USPS) PS Form 3811 re Invoice – Verified Statement of Account

Date: The **[Sequential]** Day of the **[Sequential]** Month in the Year of Our Lord Two Thousand **[Year]**

Signed:

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**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

---

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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1c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY
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1d. TAX ID #: SSN OR EIN

ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
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NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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2c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY
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2d. TAX ID #: SSN OR EIN

ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
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NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

OR

3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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3c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY
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4. This FINANCING STATEMENT covers the following collateral:

5. ALTERNATIVE DESIGNATION [if applicable]:  LESSEE/LESSOR  CONSIGNEE/CONSIGNOR  BAILEE/BAILOR  SELLER/BUYER  AG. LIEN  NON-UCC FILING

6.  This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum  [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE]  [optional]  All Debtors  Debtor 1  Debtor 2

8. OPTIONAL FILER REFERENCE DATA

# UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX
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10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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11c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY
------	-------	-------------	---------

11d. TAX ID #: SSN OR EIN

ADD'L INFO RE ORGANIZATION DEBTOR

11e. TYPE OF ORGANIZATION

11f. JURISDICTION OF ORGANIZATION

11g. ORGANIZATIONAL ID #, if any

NONE

12.  ADDITIONAL SECURED PARTY'S or  ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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12c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY
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13. This FINANCING STATEMENT covers  timber to be cut or  as-extracted collateral, or is filed as a  fixture filing.

14. Description of real estate:

16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.

Debtor is a  Trust or  Trustee acting with respect to property held in trust or  Decedent's Estate

18. Check only if applicable and check only one box.

Debtor is a TRANSMITTING UTILITY

Filed in connection with a Manufactured-Home Transaction — effective 30 years

Filed in connection with a Public-Finance Transaction — effective 30 years

██████████  
██████████  
██████████  
██████████

# UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #	1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. <input type="checkbox"/>
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2.  **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3.  **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4.  **ASSIGNMENT (full or partial):** Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects  Debtor or  Secured Party of record. Check only one of these two boxes.  
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

**CHANGE name and/or address:** Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c.  **DELETE name:** Give record name to be deleted in item 6a or 6b.  **ADD name:** Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME				
OR	6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME				
OR	7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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7d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.  
Describe collateral  deleted or  added, or give entire  restated collateral description, or describe collateral  assigned.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here  and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME				
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10. OPTIONAL FILER REFERENCE DATA

# UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT (same as item 9 on Amendment form)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

13. Use this space for additional information

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

MITCHELL, LAWRENCE D.  
9500 Wilshire Boulevard, Beverly Hills, CA 90212

Non-Negotiable

March 14, 2002

U.S.P.S. Registered Mail Article No. RR111222333US

John Henry Doe®  
Post Office Box 9999  
Los Angeles, CA 90010

LAWRENCE D. MITCHELL  
MITCHELL & GREENE, L.L.P.  
9500 Wilshire Boulevard  
Beverly Hills, CA 90212

### NOTICE BY WRITTEN COMMUNICATION / SECURITY AGREEMENT

This Notice by Written Communication/Security Agreement, hereinafter "Notice by Written Communication," is sent for the purpose of clearing up a misunderstanding on the part of John Henry Doe®, hereinafter "Secured Party." Considering the seriousness of this matter Secured Party has determined that it is vital that all communication by and between Secured Party and LAWRENCE D. MITCHELL be in written form so that a proper record is maintained for Secured Party's remedy should such need ever arise. In event LAWRENCE D. MITCHELL determines that legal advice is necessary, LAWRENCE D. MITCHELL may hire a professional qualified to provide such advice. LAWRENCE D. MITCHELL may correspond with Secured Party only by designating addressee on any envelope, package, and the like, intended for Secured Party as "Secured Party." LAWRENCE D. MITCHELL'S use of any other addressee designation on any correspondence intended for Secured Party is not authorized and accelerates LAWRENCE D. MITCHELL'S acceptance of the obligation of the herein-below-described consensual contract effective the date any such unauthorized correspondence is sent Secured Party by LAWRENCE D. MITCHELL and in accordance with other terms set forth herein below under "Acceleration of Acceptance of Obligation of Consensual Contract."

It is Secured Party's understanding that LAWRENCE D. MITCHELL does not hold a perfected security interest in any property of JOHN HENRY DOE®, also known by any and all derivatives and variations in the spelling of said name used with the intent of referencing JOHN HENRY DOE®, e.g. JOHN H. DOE®, and likewise in any secured collateral of Secured Party. In event LAWRENCE D. MITCHELL claims a perfected security interest in any property of JOHN HENRY DOE®, i.e. in any secured collateral of Secured Party, LAWRENCE D. MITCHELL must provide Secured Party with proof of superiority of any such perfected security interest of LAWRENCE D. MITCHELL'S over that of Secured Party's within seventy-two (72) hours of midnight the day following LAWRENCE D. MITCHELL'S receipt of this Notice by Written Communication.

Secured Party is not now, nor has Secured Party ever been a surety, nor an accommodation party, for JOHN HENRY DOE®, nor for any derivative of, nor for any variation in the spelling of, JOHN HENRY DOE®, nor for any other juristic person, and is so indemnified and held harmless by JOHN HENRY DOE® in Hold-harmless and Indemnity Agreement No. JHD-030473-HHIA dated the Fourth Day of the Third Month in the Year of Our Lord One Thousand Nine Hundred Seventy-three against any and all claims, legal actions, orders, warrants, judgments, demands, liabilities, losses, depositions, summonses, lawsuits, costs, fines, liens, levies, penalties, damages, interests, and expenses whatsoever, both absolute and contingent, as are due and as might become due, now existing and as might hereafter arise, and as might be suffered by, imposed on, and incurred by JOHN HENRY DOE® for any and every reason, purpose, and cause whatsoever.

### Unauthorized Use Strictly Prohibited

All rights reserved re common-law copyright of trade-name/trade-mark JOHN HENRY DOE®—as well as any and all derivatives and variations in the spelling of said trade-name/trade-mark, not excluding "John Henry Doe"—Common Law Copyright © 1973 by John Henry Doe®. Said trade-name/trade-mark, JOHN HENRY DOE®, may neither be displayed, nor used, nor reproduced in whole, nor in part, nor in any manner whatsoever, without the prior, express, written consent and acknowledgment of Secured Party, subscribed with Secured Party's hand-signed signature in red ink.

This Notice by Written Communication provides LAWRENCE D. MITCHELL with notice that "JOHN H. DOE" is a common-law trade-name/trade-mark and common-law copyright of John Henry Doe®, i.e. Secured Party, that any unauthorized use of JOHN H. DOE® by LAWRENCE D. MITCHELL constitutes counterfeiting and common-law trade-name/trade-mark copyright infringement, that Secured Party neither grants, nor implies, nor otherwise gives consent for any unauthorized use of JOHN H. DOE®, and that any and all such unauthorized use is strictly prohibited.

### Acceleration of Acceptance of Obligation of Consensual Contract

With the intent of being contractually bound, any juristic person, including, but not limited to, LAWRENCE D. MITCHELL and MITCHELL & GREENE, L.L.P., consents and agrees by this Notice by Written Communication that said juristic person shall neither display, nor reproduce, nor otherwise use in any manner, the common-law trade-name/**trade-mark** JOHN HENRY DOE<sup>®</sup>, nor the common-law copyright associated therewith, nor any derivative of, nor any variation in the spelling of, JOHN HENRY DOE<sup>®</sup>, not excluding "John Henry Doe," without the prior, express, written consent and acknowledgment of Secured Party, **subscribed with** Secured Party's **hand-signed** signature in red ink, and that any such additional instance of unauthorized use of Secured Party's common-law-copyrighted property by LAWRENCE D. MITCHELL following LAWRENCE D. MITCHELL'S receipt of this Notice by Written Communication accelerates LAWRENCE D. MITCHELL'S acceptance of the obligation of the herein-described consensual contract, as well as the unconditional promise of payment in full of said obligation, effective the date of the first instance of additional unauthorized use following LAWRENCE D. MITCHELL'S receipt of this Notice by Written Communication, in strict accordance with terms set forth below in paragraphs "(1)" through "(9)" under "Self-executing Security Agreement," wherein LAWRENCE D. MITCHELL is "User."

### Procedure to Opt Out of Consensual Contract

JACK JONES'S unauthorized use, i.e. counterfeiting, of Secured Party's common-law trade-name/trademark and copyright consensually contractually binds LAWRENCE D. MITCHELL with Secured Party, as of LAWRENCE D. MITCHELL'S initial unauthorized use of Secured Party's private property, in respect of fair compensation due Secured Party for use of Secured Party's private property. LAWRENCE D. MITCHELL can opt out and withdraw from LAWRENCE D. MITCHELL'S consensual contract with Secured Party and retain no obligation associated therewith only by LAWRENCE D. MITCHELL'S delivery, at the hereinabove designated mailing location for Secured Party no later than 12:01 A.M. of the of the fifth (5<sup>th</sup>) day following LAWRENCE D. MITCHELL'S receipt of this Notice by Written Communication, of any and all original instruments, documents, and records in any form of recorded media whatsoever **in LAWRENCE D. MITCHELL'S possession/containing LAWRENCE D. MITCHELL'S signature**, as well as any and all copies of all such originals in any form of recorded media whatsoever **in LAWRENCE D. MITCHELL'S possession/containing LAWRENCE D. MITCHELL'S signature, containing any counterfeit version** of either of: (1) Secured Party's private, common-law-copyrighted trade-name/trademark, i.e. JOHN HENRY DOE<sup>®</sup>; (2) Secured Party's private, autograph-common-law-copyrighted property, i.e. John Henry Doe<sup>®</sup>.

### Self-Executing Security Agreement

Absent LAWRENCE D. MITCHELL'S surrender of all original instruments, documents, and records in any form of recorded media whatsoever, as well as all copies of any such original in any form of recorded media whatsoever, in LAWRENCE D. MITCHELL'S possession/containing LAWRENCE D. MITCHELL'S signature, containing any version of any of Secured Party's common-law-copyrighted property, as set forth above under "Procedure to Opt Out of Consensual Contract," LAWRENCE D. MITCHELL, hereinafter 'User' only in this 'Self-executing Security Agreement'-section, accepts the obligation of this consensual contract at 12:01 A.M. of the of the fifth (5<sup>th</sup>) day following User's receipt of this Notice by Written Communication, this Notice by Written Communication concomitantly becomes a security agreement, hereinafter "Security Agreement," wherein User is Debtor and John Henry Doe<sup>®</sup> is Secured Party, and User:

- (1) Grants Secured Party a security interest in all of User's property and **rights** in property in the sum certain amount of \$500,000.00 per each occurrence of use of common-law-copyrighted trade-name/**trade-mark** JOHN HENRY DOE<sup>®</sup>, as well as for each and every use of any and all derivatives of, and variations in the spelling of, JOHN HENRY DOE<sup>®</sup>, not excluding "John Henry Doe," plus all reasonable costs associated with enforcing said security rights and collecting the indebtedness, plus triple damages, i.e. plus total damages calculated in United States Dollars and multiplied by a factor of 3 (i.e. Damages in United States Dollars X 3);
- (2) Authenticates this Security Agreement wherein User is Debtor and John Henry Doe<sup>®</sup> is Secured Party, and wherein User pledges all of User's property, i.e. all: motor vehicles; aircraft; vessels; ships; trademarks; copyrights; patents; consumer goods; firearms; farm products; inventory; equipment; money; investment property; commercial tort claims; letters of credit; letter-of-credit rights; chattel paper; electronic chattel paper; tangible chattel paper; certificated securities; uncertificated securities; promissory notes; payment intangibles; software; health-care-insurance receivables; instruments; deposit accounts; accounts; documents; livestock; real estate and real property—including all buildings, structures, fixtures, and appurtenances situated thereon, as well as affixed thereto—fixtures; manufactured homes; timber; crops; and as-extracted collateral, i.e. all oil, gas, and other minerals, as well as any and all accounts arising from the sale of these substances, both at wellhead and minehead; accessions, increases, and additions, replacements of, and substitutions for, any of the property described hereinabove in this paragraph; products, produce, and proceeds of any of the property described hereinabove in this paragraph; accounts, general intangibles, instruments, monies, payments, and contract rights, and all other rights, arising out of sale, lease, and other disposition of any of the property described



hereinabove in this paragraph; proceeds, including insurance, bond, general intangibles, and accounts proceeds, from the sale, destruction, loss, and other disposition of any of the property described hereinabove in this paragraph; records and data involving any of the property described hereinabove in this paragraph, such as in the form of a writing, photograph, microfilm, microfiche, tape, electronic media, and the like, together with all of User's right, title, and interest in all computer software and hardware required for utilizing, creating, maintaining, and processing any such records and data in any electronic media, and all of User's **rights** in all such foregoing property in this paragraph, now owned and hereafter acquired, now existing and hereafter arising, and wherever located, as collateral **to secure** User's contractual obligation in favor of Secured Party for User's unauthorized use of Secured Party's common-law-copyrighted property;

- (3) Consents and agrees with Secured Party's filing of a UCC Financing Statement in the UCC filing office, as well as in any county recorder's office, wherein User is Debtor and John Henry Doe<sup>®</sup> is Secured Party;
- (4) Consents and agrees that said UCC Financing Statement described above in paragraph "(3)" is a continuing financing statement, and further consents and agrees with Secured Party's filing of any continuation statement necessary **to maintain** Secured Party's perfected security interest in all of User's property and **rights** in property pledged as collateral in Security Agreement described above in paragraph "(2)," until User's contractual obligation theretofore incurred has been fully satisfied;
- (5) Consents and agrees with Secured Party's filing of any and all UCC Financing Statements, as described hereinabove in paragraphs "(3)" and "(4)," and the filing of any Security Agreement, as described hereinabove in paragraph "(2)," in the UCC filing office, as well as in any county recorder's office;
- (6) Consents and agrees that any and all such filings described in paragraphs "(4)" and "(5)" above are not, and may not be considered, bogus, and that User will not claim that any such filing is bogus;
- (7) Waives all defenses;
- (8) Appoints Secured Party as Authorized Representative for User, effective upon User's default re User's contractual obligations in favor of Secured Party as set forth below under "Payment Terms" and "Default Terms," granting Secured Party full authority and power **to engage** in any and all actions on behalf of User including, but not limited **to**, authentication of a record on behalf of User, as Secured Party, in Secured Party's sole discretion, deems appropriate, and, as regards any deposit account of any kind maintained with any bank in/under the name of User, and likewise any deposit account maintained with any bank in/under the Social Security Account Number of User, notwithstanding the absence of User's name as account-holder on any such deposit account maintained with any bank in/under the Social Security Account Number of User, grants Secured Party full authority and power **to originate** instructions for said deposit-account bank and **direct** the disposition of funds in said deposit account by acting as signatory on said deposit account without further consent of User and without liability, and User further consents and agrees that this appointment of Secured Party as Authorized Representative for User, effective upon User's default, is irrevocable and coupled with a security interest;
- (9) Consents and agrees with all of the following additional terms of this Self-executing Security Agreement:
  - (a) Payment Terms: In accordance with fees for unauthorized use of JOHN HENRY DOE<sup>®</sup> as set forth above, User hereby consents and agrees that User shall pay Secured Party all unauthorized-use fees in full within ten (10) days of date Secured Party's invoice, hereinafter "Invoice," itemizing said fees, is sent User.
  - (b) Default Terms: In event of non-payment in full of all unauthorized-use fees by User within ten (10) days of date Invoice is sent, User shall be deemed in default and:
    - (i) All of User's property and **rights** in property pledged as collateral by User, as set forth in above in paragraph "(2)," immediately becomes, i.e. is, property of Secured Party;
    - (ii) Secured Party is appointed User's Authorized Representative as set forth above in paragraph "(8)"; and
    - (iii) User consents and agrees that Secured Party may take possession of, as well as otherwise dispose of in any manner that Secured Party, in Secured Party's sole discretion, deems appropriate, including, but not limited **to**, sale at auction, at any time following User's default, and without further notice, any and all of User's former property and **rights** in property formerly pledged as collateral by User, as described above in paragraph "(2)," now property of Secured Party, in respect of this "Self-executing Security Agreement," that Secured Party, again in Secured Party's sole discretion, deems appropriate.
  - (c) Terms for Curing Default: Upon event of default, as set forth above under "Default Terms," User can cure User's default and avoid strict foreclosure re any remainder of User's former property and **rights** in property that is neither in the possession of Secured Party, nor otherwise disposed of by Secured Party, only within twenty (20) days of User's default and only by payment in full of the balance of the sum certain amount owed by User, as noticed User in

Invoice, that is not already paid by Secured Party's possession, sale, liquidation, and the like of User's former property and **rights** in property pledged as collateral **to secure** User's obligation.

- (d) Terms of Strict Foreclosure: User's non-payment in full of all unauthorized-use fees itemized in Invoice within said twenty- (20) day period for curing default as set forth above under "Terms for Curing Default" authorizes Secured Party's immediate non-judicial strict foreclosure on any and all remaining property and **rights** in property formerly pledged as collateral by User, now property of Secured Party, which is not in the possession of, nor otherwise disposed of by, Secured Party upon expiration of said twenty- (20) day default-curing period.

Ownership subject to common-law copyright and UCC Financing Statement and security agreement filed with the UCC filing office. Record Owner: John Henry Doe<sup>®</sup>, Autograph Common Law Copyright © 1973 by John Henry Doe<sup>®</sup>.

### Words Defined – Glossary of Terms

As used in this Notice by Written Communication, the following words and terms are as defined in this section, *non obstante*:

**All.** In this Notice by Written Communication the word "all" means everything one has: the whole number; totality, including both all and sundry; everyone; without restriction.

**Appellation.** In this Notice by Written Communication the term "appellation" means: A general term that introduces and specifies a particular term which may be used **to address, greet, call out for, and make appeals** of a particular living, breathing, flesh-and-blood man.

**Authorized Representative.** In this Notice by Written Communication the term "Authorized Representative" means the Secured Party, John Henry Doe<sup>®</sup>, authorized by Debtor, upon Debtor's default, **to sign** Debtor's signature, without liability and without recourse.

**Collateral.** In this Notice by Written Communication the term "Collateral" means any and all property of Debtor identified above in paragraph "(2)."

**Debtor.** In this Notice by Written Communication the term "Debtor" means LAWRENCE D. MITCHELL, effective upon execution of Security Agreement as set forth above under "Self-executing Security Agreement."

**Default.** In this Notice by Written Communication the term "default" means Debtor's non-performance of a duty arising under this Notice by Written Communication as set forth above under paragraph "(9)(b)," "Default Terms."

**Derivative.** In this Notice by Written Communication the word "derivative" means coming from another; taken from something preceding; secondary; that which has not the origin in itself, but obtains existence from something foregoing and of a more primal and fundamental nature; anything derived from another.

**Ens legis.** In this Notice by Written Communication the term "*ens legis*" means a creature of the law; an artificial entity, as contrasted with a living, breathing, flesh-and-blood man, such as a corporation, considered as deriving its existence entirely from the law.

**Hold-harmless and Indemnity Agreement.** In this Notice by Written Communication the term "Hold-harmless and Indemnity Agreement" means the written, express, Hold-harmless and Indemnity Agreement No. JHD-030473-HHIA dated the Fourth Day of the Third Month in the Year of Our Lord One Thousand Nine Hundred Seventy-three, between John Henry Doe<sup>®</sup> and JOHN HENRY DOE<sup>®</sup>, together with all modifications of and substitutions for said Hold-harmless and Indemnity Agreement.

**JOHN H. DOE.** In this Notice by Written Communication the term "JOHN H. DOE" means JOHN H. DOE<sup>®</sup>, a derivative of JOHN HENRY DOE<sup>®</sup>, Common Law Copyright © 1973 by John Henry Doe<sup>®</sup>. All Rights Reserved.

**JOHN HENRY DOE.** In this Notice by Written Communication the term "JOHN HENRY DOE" means JOHN HENRY DOE<sup>®</sup>, and any and all derivatives and variations in the spelling of said name except "John Henry Doe," Common Law Copyright © 1973 by John Henry Doe<sup>®</sup>. All Rights Reserved.

**John Henry Doe.** In this Notice by Written Communication the term "John Henry Doe" means the sentient, living being known by the distinctive appellation "John Henry Doe." All rights reserved re use of John Henry Doe<sup>®</sup>, Autograph Common Law Copyright © 1973 by John Henry Doe<sup>®</sup>.

**Juristic person.** In this Notice by Written Communication the term "juristic person" means an abstract, legal entity *ens legis*, such as a corporation, created by construct of law and considered as possessing certain legal rights and duties of a human being; an imaginary entity, such as LAWRENCE D. MITCHELL, which, on the basis of legal reasoning, is treated as a human being for the purpose of conducting commercial activity for the benefit of a sentient, living being, such as John Henry Doe<sup>®</sup>.

"From the earliest times the law has enforced rights and exacted liabilities by utilizing a corporate concept – by recognizing, that is, juristic persons other than human beings. The theories by which this mode of legal operation has developed, has been justified, qualified, and defined are the subject matter of a very sizable library. The historic roots of a particular society, economic pressures, philosophic notions, all have had their share in the law's response to the ways of men in carrying on their affairs through what is now the familiar device of the corporation. ----- Attribution of legal rights and duties to a juristic person other than man is necessarily a metaphorical process. And none the worse for it. No doubt, 'Metaphors in law are to be narrowly watched.'" Cardozo, J., in Berkey v. Third Avenue R. Co., 244 N.Y. 84, 94. "But all instruments of thought should be narrowly watched lest they be abused and fail in their service to reason." See U.S. v. SCOPHONY CORP. OF AMERICA, 333 U.S. 795; 68 S.Ct. 855; 1948 U.S."

**LAWRENCE D. MITCHELL.** In this Notice by Written Communication the term "LAWRENCE D. MITCHELL" means LAWRENCE D. MITCHELL, a juristic person.

**Living, breathing, flesh-and-blood man.** In this Notice by Written Communication the term "living, breathing, flesh-and-blood man" means the Secured Party, John Henry Doe®, a sentient, living being, as distinguished from an artificial legal construct, *ens legis*, i.e. a juristic person, created by construct of law.

"There, every man is independent of all laws, except those prescribed by nature. He is not bound by any institutions formed by his fellowmen without his consent." CRUDEN v. NEALE, 2 N.C. 338 (1796) 2 S.E. 70.

**Non obstante.** In this Notice by Written Communication the term "*non obstante*" means: Words anciently used in public and private instruments with the intent of precluding, in advance, any interpretation other than certain declared objects, purposes.

**Secured Party.** In this Notice by Written Communication the term "Secured Party" means John Henry Doe®, a living, sentient being as distinguished from a juristic person created by construct of law.

**Security Agreement.** In this Notice by Written Communication the term "Security Agreement" means the self-executing Security Agreement as described above under "Self-executing Security Agreement," together with any and all attachments, exhibits, documents, endorsements, and schedules attached thereto.

**Sentient, living being.** In this Notice by Written Communication the term "sentient, living being" means the Secured Party, i.e. John Henry Doe®, a living, breathing, flesh-and-blood man, as distinguished from an abstract legal construct, such as an artificial entity, juristic person, corporation, partnership, association, and the like.

#### Additional Provisions

Any unenforceable provision of this Notice by Written Communication is severed from this Notice by Written Communication, but every remaining provision continues in full force and effect and this Notice by Written Communication is deemed modified in a manner that renders this Notice by Written Communication effective and in full force and effect. In all cases Secured Party continues without liability and is held harmless.

Any prior communication, written document, and the like by and between Respondent and Secured Party containing any mistake of Secured Party is invalidated thereby and of no force and effect, and may not be relied upon by Respondent against Secured Party in this matter.

LAWRENCE D. MITCHELL consents and agrees that this Notice by Written Communication is a private, consensual contract and may not be impaired by any third party.

LAWRENCE D. MITCHELL consents and agrees in full with all terms, conditions, and provisions as stated above.

With the intent of entering this consensual contract both LAWRENCE D. MITCHELL as Debtor and John Henry Doe® as Secured Party do herewith execute this Security Agreement.

Debtor: LAWRENCE D. MITCHELL

LAWRENCE D. MITCHELL

Debtor's Signature

Secured Party accepts Debtor's signature in accord with UCC §§ 1-201(39), 3-401.

Secured Party: John Henry Doe®

MITCHELL, LAWRENCE D.  
9500 Wilshire Boulevard, Beverly Hills, CA 90212

---

Secured Party's Signature

Autograph Common Law Copyright © 1973 by John Henry Doe®, EID # 1234-56789. All Rights Reserved. No part of this common-law copyright may be reproduced in any manner without the prior, express written permission of John Henry Doe® as signified by the hand-signed, red-ink signature of John Henry Doe®. Unauthorized use of "John Henry Doe" incurs same unauthorized-use fees as those associated with JOHN HENRY DOE®, as set forth above in Notice by Written Communication/Security Agreement.

This Notice by Written Communication/Security Agreement is non-negotiable, is sent LAWRENCE D. MITCHELL by United States Postal Service Registered Mail, and constitutes notice of John Henry Doe®'s perfected security interest in all property of JOHN HENRY DOE®, secured collateral of John Henry Doe®.

Enclosures: Copy of written communication from LAWRENCE D. MITCHELL dated March 11, 2002; published Copyright Notice; filed UCC Financing Statement; Private Agreement; Hold-harmless and Indemnity Agreement; Security Agreement

MITCHELL, LAWRENCE D.  
9500 Wilshire Boulevard, Beverly Hills, CA 90212

Non-Negotiable

March 14, 2002

U.S.P.S. Registered Mail Article No. RR111222333US

John Henry Doe®  
Post Office Box 9999  
Los Angeles, CA 90010

LAWRENCE D. MITCHELL  
MITCHELL & GREENE, L.L.P.  
9500 Wilshire Boulevard  
Beverly Hills, CA 90212

### NOTICE BY WRITTEN COMMUNICATION / SECURITY AGREEMENT

This Notice by Written Communication/Security Agreement, hereinafter "Notice by Written Communication," is sent for the purpose of clearing up a misunderstanding on the part of John Henry Doe®, hereinafter "Secured Party." Considering the seriousness of this matter Secured Party has determined that it is vital that all communication by and between Secured Party and LAWRENCE D. MITCHELL be in written form so that a proper record is maintained for Secured Party's remedy should such need ever arise. In event LAWRENCE D. MITCHELL determines that legal advice is necessary, LAWRENCE D. MITCHELL may hire a professional qualified to provide such advice. LAWRENCE D. MITCHELL may correspond with Secured Party only by designating addressee on any envelope, package, and the like, intended for Secured Party as "Secured Party." LAWRENCE D. MITCHELL'S use of any other addressee designation on any correspondence intended for Secured Party is not authorized and accelerates LAWRENCE D. MITCHELL'S acceptance of the obligation of the herein-below-described consensual contract effective the date any such unauthorized correspondence is sent Secured Party by LAWRENCE D. MITCHELL and in accordance with other terms set forth herein below under "Acceleration of Acceptance of Obligation of Consensual Contract."

It is Secured Party's understanding that LAWRENCE D. MITCHELL does not hold a perfected security interest in any property of JOHN HENRY DOE®, also known by any and all derivatives and variations in the spelling of said name used with the intent of referencing JOHN HENRY DOE®, e.g. JOHN H. DOE®, and likewise in any secured collateral of Secured Party. In event LAWRENCE D. MITCHELL claims a perfected security interest in any property of JOHN HENRY DOE®, i.e. in any secured collateral of Secured Party, LAWRENCE D. MITCHELL must provide Secured Party with proof of superiority of any such perfected security interest of LAWRENCE D. MITCHELL'S over that of Secured Party's within seventy-two (72) hours of midnight the day following LAWRENCE D. MITCHELL'S receipt of this Notice by Written Communication.

Secured Party is not now, nor has Secured Party ever been a surety, nor an accommodation party, for JOHN HENRY DOE®, nor for any derivative of, nor for any variation in the spelling of, JOHN HENRY DOE®, nor for any other juristic person, and is so indemnified and held harmless by JOHN HENRY DOE® in Hold-harmless and Indemnity Agreement No. JHD-030473-HHIA dated the Fourth Day of the Third Month in the Year of Our Lord One Thousand Nine Hundred Seventy-three against any and all claims, legal actions, orders, warrants, judgments, demands, liabilities, losses, depositions, summonses, lawsuits, costs, fines, liens, levies, penalties, damages, interests, and expenses whatsoever, both absolute and contingent, as are due and as might become due, now existing and as might hereafter arise, and as might be suffered by, imposed on, and incurred by JOHN HENRY DOE® for any and every reason, purpose, and cause whatsoever.

### Unauthorized Use Strictly Prohibited

All rights reserved re common-law copyright of trade-name/trade-mark JOHN HENRY DOE®—as well as any and all derivatives and variations in the spelling of said trade-name/trade-mark, not excluding "John Henry Doe"—Common Law Copyright © 1973 by John Henry Doe®. Said trade-name/trade-mark, JOHN HENRY DOE®, may neither be displayed, nor used, nor reproduced in whole, nor in part, nor in any manner whatsoever, without the prior, express, written consent and acknowledgment of Secured Party, subscribed with Secured Party's hand-signed signature in red ink.

This Notice by Written Communication provides LAWRENCE D. MITCHELL with notice that "JOHN H. DOE" is a common-law trade-name/trade-mark and common-law copyright of John Henry Doe®, i.e. Secured Party, that any unauthorized use of JOHN H. DOE® by LAWRENCE D. MITCHELL constitutes counterfeiting and common-law trade-name/trade-mark copyright infringement, that Secured Party neither grants, nor implies, nor otherwise gives consent for any unauthorized use of JOHN H. DOE®, and that any and all such unauthorized use is strictly prohibited.



### Acceleration of Acceptance of Obligation of Consensual Contract

With the intent of being contractually bound, any juristic person, including, but not limited to, LAWRENCE D. MITCHELL and MITCHELL & GREENE, L.L.P., consents and agrees by this Notice by Written Communication that said juristic person shall neither display, nor reproduce, nor otherwise use in any manner, the common-law trade-name/trade-mark JOHN HENRY DOE®, nor the common-law copyright associated therewith, nor any derivative of, nor any variation in the spelling of, JOHN HENRY DOE®, not excluding "John Henry Doe," without the prior, express, written consent and acknowledgment of Secured Party, subscribed with Secured Party's hand-signed signature in red ink, and that any such additional instance of unauthorized use of Secured Party's common-law-copyrighted property by LAWRENCE D. MITCHELL following LAWRENCE D. MITCHELL'S receipt of this Notice by Written Communication accelerates LAWRENCE D. MITCHELL'S acceptance of the obligation of the herein-described consensual contract, as well as the unconditional promise of payment in full of said obligation, effective the date of the first instance of additional unauthorized use following LAWRENCE D. MITCHELL'S receipt of this Notice by Written Communication, in strict accordance with terms set forth below in paragraphs "(1)" through "(9)" under "Self-executing Security Agreement," wherein LAWRENCE D. MITCHELL is "User."

### Procedure to Opt Out of Consensual Contract

JACK JONES'S unauthorized use, i.e. counterfeiting, of Secured Party's common-law trade-name/trademark and copyright consensually contractually binds LAWRENCE D. MITCHELL with Secured Party, as of LAWRENCE D. MITCHELL'S initial unauthorized use of Secured Party's private property, in respect of fair compensation due Secured Party for use of Secured Party's private property. LAWRENCE D. MITCHELL can opt out and withdraw from LAWRENCE D. MITCHELL'S consensual contract with Secured Party and retain no obligation associated therewith only by LAWRENCE D. MITCHELL'S delivery, at the hereinabove designated mailing location for Secured Party no later than 12:00 Midnight of the seventh (7<sup>th</sup>) day following LAWRENCE D. MITCHELL'S receipt of this Notice by Written Communication, of any and all original instruments, documents, and records in any form of recorded media whatsoever in LAWRENCE D. MITCHELL'S possession/containing LAWRENCE D. MITCHELL'S signature, as well as any and all copies of all such originals in any form of recorded media whatsoever in LAWRENCE D. MITCHELL'S possession/containing LAWRENCE D. MITCHELL'S signature, containing any counterfeit version of either of: (1) Secured Party's private, common-law-copyrighted trade-name/trademark, i.e. JOHN HENRY DOE®; (2) Secured Party's private, autograph-common-law-copyrighted property, i.e. John Henry Doe®.

### Self-Executing Security Agreement

Absent LAWRENCE D. MITCHELL'S surrender of all original instruments, documents, and records in any form of recorded media whatsoever, as well as all copies of any such original in any form of recorded media whatsoever, in LAWRENCE D. MITCHELL'S possession/containing LAWRENCE D. MITCHELL'S signature, containing any version of any of Secured Party's common-law-copyrighted property, as set forth above under "Procedure to Opt Out of Consensual Contract," LAWRENCE D. MITCHELL, hereinafter 'User' only in this 'Self-executing Security Agreement'-section, accepts the obligation of this consensual contract at 12:01 A.M. of the eighth (8<sup>th</sup>) day following User's receipt of this Notice by Written Communication, this Notice by Written Communication concomitantly becomes a security agreement, hereinafter "Security Agreement," wherein User is Debtor and John Henry Doe® is Secured Party, and User:

- (1) Grants Secured Party a security interest in all of User's property and rights in property in the sum certain amount of \$500,000.00 per each occurrence of use of common-law-copyrighted trade-name/trade-mark JOHN HENRY DOE®, as well as for each and every use of any and all derivatives of, and variations in the spelling of, JOHN HENRY DOE®, not excluding "John Henry Doe," plus all reasonable costs associated with enforcing said security rights and collecting the indebtedness, plus triple damages, i.e. plus total damages calculated in United States Dollars and multiplied by a factor of 3 (i.e. Damages in United States Dollars X 3);
- (2) Authenticates this Security Agreement wherein User is Debtor and John Henry Doe® is Secured Party, and wherein User pledges all of User's property, i.e. all: motor vehicles; aircraft; vessels; ships; trademarks; copyrights; patents; consumer goods; firearms; farm products; inventory; equipment; money; investment property; commercial tort claims; letters of credit; letter-of-credit rights; chattel paper; electronic chattel paper; tangible chattel paper; certificated securities; uncertificated securities; promissory notes; payment intangibles; software; health-care-insurance receivables; instruments; deposit accounts; accounts; documents; livestock; real estate and real property—including all buildings, structures, fixtures, and appurtenances situated thereon, as well as affixed thereto—fixtures; manufactured homes; timber; crops; and as-extracted collateral, i.e. all oil, gas, and other minerals, as well as any and all accounts arising from the sale of these substances, both at wellhead and minehead; accessions, increases, and additions, replacements of, and substitutions for, any of the property described hereinabove in this paragraph; products, produce, and proceeds of any of the property described hereinabove in this paragraph; accounts, general intangibles, instruments, monies, payments, and contract rights, and all other rights, arising out of sale, lease, and other disposition of any of the property described

hereinabove in this paragraph; proceeds, including insurance, bond, general intangibles, and accounts proceeds, from the sale, destruction, loss, and other disposition of any of the property described hereinabove in this paragraph; records and data involving any of the property described hereinabove in this paragraph, such as in the form of a writing, photograph, microfilm, microfiche, tape, electronic media, and the like, together with all of User's right, title, and interest in all computer software and hardware required for utilizing, creating, maintaining, and processing any such records and data in any electronic media, and all of User's **rights** in all such foregoing property in this paragraph, now owned and hereafter acquired, now existing and hereafter arising, and wherever located, as collateral **to secure** User's contractual obligation in favor of Secured Party for User's unauthorized use of Secured Party's common-law-copyrighted property;

- (3) Consents and agrees with Secured Party's filing of a UCC Financing Statement in the UCC filing office, as well as in any county recorder's office, wherein User is Debtor and John Henry Doe<sup>®</sup> is Secured Party;
- (4) Consents and agrees that said UCC Financing Statement described above in paragraph "(3)" is a continuing financing statement, and further consents and agrees with Secured Party's filing of any continuation statement necessary **to maintain** Secured Party's perfected security interest in all of User's property and **rights** in property pledged as collateral in Security Agreement described above in paragraph "(2)," until User's contractual obligation theretofore incurred has been fully satisfied;
- (5) Consents and agrees with Secured Party's filing of any and all UCC Financing Statements, as described hereinabove in paragraphs "(3)" and "(4)," and the filing of any Security Agreement, as described hereinabove in paragraph "(2)," in the UCC filing office, as well as in any county recorder's office;
- (6) Consents and agrees that any and all such filings described in paragraphs "(4)" and "(5)" above are not, and may not be considered, bogus, and that User will not claim that any such filing is bogus;
- (7) Waives all defenses;
- (8) **Waives rights of presentment, notice of dishonor, and notice of protest;**
- (9) Appoints Secured Party as Authorized Representative for User, effective upon User's default re User's contractual obligations in favor of Secured Party as set forth below under "Payment Terms" and "Default Terms," granting Secured Party full authority and power **to engage** in any and all actions on behalf of User including, but not limited to, authentication of a record on behalf of User, as Secured Party, in Secured Party's sole discretion, deems appropriate, and, as regards any deposit account of any kind maintained with any bank in/under the name of User, and likewise any deposit account maintained with any bank in/under the **Taxpayer Identification Number** of User, notwithstanding the absence of User's name as account-holder on any such deposit account maintained with any bank in/under the **Taxpayer Identification Number** of User, grants Secured Party full authority and power **to originate** instructions for said deposit-account bank and **direct** the disposition of funds in said deposit account by acting as signatory on said deposit account without further consent of User and without liability, and User further consents and agrees that this appointment of Secured Party as Authorized Representative for User, effective upon User's default, is irrevocable and coupled with a security interest;
- (10) Consents and agrees with all of the following additional terms of this Self-executing Security Agreement:
  - (a) Payment Terms: In accordance with fees for unauthorized use of JOHN HENRY DOE<sup>®</sup> as set forth above, User hereby consents and agrees that User shall pay Secured Party all unauthorized-use fees in full within ten (10) days of date Secured Party's invoice, hereinafter "Invoice," itemizing said fees, is sent User.
  - (b) Default Terms: In event of non-payment in full of all unauthorized-use fees by User within ten (10) days of date Invoice is sent, User shall be deemed in default and:
    - (i) All of User's property and **rights** in property pledged as collateral by User, as set forth in above in paragraph "(2)," immediately becomes, i.e. is, property of Secured Party;
    - (ii) Secured Party is appointed User's Authorized Representative as set forth above in paragraph "(9)"; and
    - (iii) User consents and agrees that Secured Party may take possession of, as well as otherwise dispose of in any manner that Secured Party, in Secured Party's sole discretion, deems appropriate, including, but not limited to, sale at auction, at any time following User's default, and without further notice, any and all of User's former property and **rights** in property formerly pledged as collateral by User, as described above in paragraph "(2)," now property of Secured Party, in respect of this "Self-executing Security Agreement," that Secured Party, again in Secured Party's sole discretion, deems appropriate.
  - (c) Terms for Curing Default: Upon event of default, as set forth above under "Default Terms," User can cure User's default and avoid strict foreclosure re any remainder of User's former property and **rights** in property that is neither in the possession of Secured Party, nor otherwise disposed of by Secured Party, only within twenty (20) days of User's



default and only by payment in full of the balance of the sum certain amount owed by User, as noticed User in Invoice, that is not already paid by Secured Party's possession, sale, liquidation, and the like of User's former property and **rights** in property pledged as collateral **to secure** User's obligation.

- (d) Terms of Strict Foreclosure: User's non-payment in full of all unauthorized-use fees itemized in Invoice within said twenty- (20) day period for curing default as set forth above under "Terms for Curing Default" authorizes Secured Party's immediate non-judicial strict foreclosure on any and all remaining property and **rights** in property formerly pledged as collateral by User, now property of Secured Party, which is not in the possession of, nor otherwise disposed of by, Secured Party upon expiration of said twenty- (20) day default-curing period.

Ownership subject to **copyright of common-law trade-name/trade-mark and security agreement and UCC Financing Statement filed with the UCC filing office.** Record Owner: John Henry Doe®, Autograph Common Law Copyright © 1973 by John Henry Doe®.

### Words Defined – Glossary of Terms

As used in this Notice by Written Communication, the following words and terms are as defined in this section, *non obstante*:

**All.** In this Notice by Written Communication the word "all" means everything one has: the whole number; totality, including both all and sundry; everyone; without restriction.

**Appellation.** In this Notice by Written Communication the term "appellation" means: A general term that introduces and specifies a particular term which may be used **to address, greet, call out for, and make appeals** of a particular living, breathing, flesh-and-blood man.

**Authorized Representative.** In this Notice by Written Communication the term "Authorized Representative" means the Secured Party, John Henry Doe®, authorized by Debtor, upon Debtor's default, **to sign** Debtor's signature, without liability and without recourse.

**Collateral.** In this Notice by Written Communication the term "Collateral" means any and all property of Debtor identified above in paragraph "(2)."

**Debtor.** In this Notice by Written Communication the term "Debtor" means LAWRENCE D. MITCHELL, effective upon execution of Security Agreement as set forth above under "Self-executing Security Agreement."

**Default.** In this Notice by Written Communication the term "default" means Debtor's non-performance of a duty arising under this Notice by Written Communication as set forth above under paragraph "(9)(b)," "Default Terms."

**Derivative.** In this Notice by Written Communication the word "derivative" means coming from another; taken from something preceding; secondary; that which has not the origin in itself, but obtains existence from something foregoing and of a more primal and fundamental nature; anything derived from another.

**Ens legis.** In this Notice by Written Communication the term "*ens legis*" means a creature of the law; an artificial entity, as contrasted with a living, breathing, flesh-and-blood man, such as a corporation, considered as deriving its existence entirely from the law.

**Hold-harmless and Indemnity Agreement.** In this Notice by Written Communication the term "Hold-harmless and Indemnity Agreement" means the written, express, Hold-harmless and Indemnity Agreement No. JHD-030473-HHIA dated the Fourth Day of the Third Month in the Year of Our Lord One Thousand Nine Hundred Seventy-three, between John Henry Doe® and JOHN HENRY DOE®, together with all modifications of and substitutions for said Hold-harmless and Indemnity Agreement.

**JOHN H. DOE.** In this Notice by Written Communication the term "JOHN H. DOE" means JOHN H. DOE®, a derivative of JOHN HENRY DOE®, Common Law Copyright © 1973 by John Henry Doe®. All Rights Reserved.

**JOHN HENRY DOE.** In this Notice by Written Communication the term "JOHN HENRY DOE" means JOHN HENRY DOE®, and any and all derivatives and variations in the spelling of said name except "John Henry Doe," Common Law Copyright © 1973 by John Henry Doe®. All Rights Reserved.

**John Henry Doe.** In this Notice by Written Communication the term "John Henry Doe" means the sentient, living being known by the distinctive appellation, "John Henry Doe." All rights reserved re use of John Henry Doe®, Autograph Common Law Copyright © 1973 by John Henry Doe®.

**Juristic person.** In this Notice by Written Communication the term "juristic person" means an abstract, legal entity *ens legis*, such as a corporation, created by construct of law and considered as possessing certain legal rights and duties of a human

MITCHELL, LAWRENCE D.  
9500 Wilshire Boulevard, Beverly Hills, CA 90212

being; an imaginary entity, such as LAWRENCE D. MITCHELL, which, on the basis of legal reasoning, is treated as a human being for the purpose of conducting commercial activity for the benefit of a sentient, living being, such as John Henry Doe®.

"From the earliest times the law has enforced rights and exacted liabilities by utilizing a corporate concept – by recognizing, that is, juristic persons other than human beings. The theories by which this mode of legal operation has developed, has been justified, qualified, and defined are the subject matter of a very sizable library. The historic roots of a particular society, economic pressures, philosophic notions, all have had their share in the law's response to the ways of men in carrying on their affairs through what is now the familiar device of the corporation. ----- Attribution of legal rights and duties to a juristic person other than man is necessarily a metaphorical process. And none the worse for it. No doubt, 'Metaphors in law are to be narrowly watched.'" Cardozo, J., in Berkey v. Third Avenue R. Co., 244 N.Y. 84, 94. "But all instruments of thought should be narrowly watched lest they be abused and fail in their service to reason." See U.S. v. SCOPHONY CORP. OF AMERICA, 333 U.S. 795; 68 S.Ct. 855; 1948 U.S."

**LAWRENCE D. MITCHELL.** In this Notice by Written Communication the term "LAWRENCE D. MITCHELL" means LAWRENCE D. MITCHELL, a juristic person.

**Living, breathing, flesh-and-blood man.** In this Notice by Written Communication the term "living, breathing, flesh-and-blood man" means the Secured Party, John Henry Doe®, a sentient, living being, as distinguished from an artificial legal construct, *ens legis*, i.e. a juristic person, created by construct of law.

"There, every man is independent of all laws, except those prescribed by nature. He is not bound by any institutions formed by his fellowmen without his consent." CRUDEN v. NEALE, 2 N.C. 338 (1796) 2 S.E. 70.

**Non obstante.** In this Notice by Written Communication the term "*non obstante*" means: Words anciently used in public and private instruments with the intent of precluding, in advance, any interpretation other than certain declared objects, purposes.

**Secured Party.** In this Notice by Written Communication the term "Secured Party" means John Henry Doe®, a living, sentient being as distinguished from a juristic person created by construct of law.

**Security Agreement.** In this Notice by Written Communication the term "Security Agreement" means the self-executing Security Agreement as described above under "Self-executing Security Agreement," together with any and all attachments, exhibits, documents, endorsements, and schedules attached thereto.

**Sentient, living being.** In this Notice by Written Communication the term "sentient, living being" means the Secured Party, i.e. John Henry Doe®, a living, breathing, flesh-and-blood man, as distinguished from an abstract legal construct, such as an artificial entity, juristic person, corporation, partnership, association, and the like.

#### Additional Provisions

Any unenforceable provision of this Notice by Written Communication is severed from this Notice by Written Communication, but every remaining provision continues in full force and effect and this Notice by Written Communication is deemed modified in a manner that renders this Notice by Written Communication effective and in full force and effect. In all cases Secured Party continues without liability and is held harmless.

Any prior communication, written document, and the like by and between Respondent and Secured Party containing any mistake of Secured Party is invalidated thereby and of no force and effect, and may not be relied upon by Respondent against Secured Party in this matter.

LAWRENCE D. MITCHELL consents and agrees that this Notice by Written Communication is a private, consensual contract and may not be impaired by any third party.

LAWRENCE D. MITCHELL consents and agrees in full with all terms, conditions, and provisions as stated above.

With the intent of entering this consensual contract both LAWRENCE D. MITCHELL as Debtor and John Henry Doe® as Secured Party do herewith execute this Security Agreement.

Debtor: LAWRENCE D. MITCHELL

LAWRENCE D. MITCHELL

Debtor's Signature

Secured Party accepts Debtor's signature in accord with UCC §§ 1-201(39), 3-401.

MITCHELL, LAWRENCE D.  
9500 Wilshire Boulevard, Beverly Hills, CA 90212

Secured Party: John Henry Doe®

---

Secured Party's Signature

Autograph Common Law Copyright © 1973 by John Henry Doe®, EID # 1234-56789. All Rights Reserved. No part of this common-law copyright may be reproduced in any manner without the prior, express written permission of John Henry Doe® as signified by the hand-signed, red-ink signature of John Henry Doe®. Unauthorized use of "John Henry Doe" incurs same unauthorized-use fees as those associated with JOHN HENRY DOE®, as set forth above in Notice by Written Communication/Security Agreement.

This Notice by Written Communication/Security Agreement is non-negotiable, is sent LAWRENCE D. MITCHELL by United States Postal Service Registered Mail, and constitutes notice of John Henry Doe®'s perfected security interest in all property of JOHN HENRY DOE®, secured collateral of John Henry Doe®.

Enclosures: Copy of written communication from LAWRENCE D. MITCHELL dated March 11, 2002; published Copyright Notice; filed UCC Financing Statement; Private Agreement; Hold-harmless and Indemnity Agreement; Security Agreement

MITCHELL, LAWRENCE D.  
9500 Wilshire Boulevard, Beverly Hills, CA 90212

Non-Negotiable

March 14, 2002

U.S.P.S. Registered Mail Article No. RR111222333US

John Henry Doe®  
Post Office Box 9999  
Los Angeles, CA 90010

LAWRENCE D. MITCHELL  
MITCHELL & GREENE, L.L.P.  
9500 Wilshire Boulevard  
Beverly Hills, CA 90212

### NOTICE BY WRITTEN COMMUNICATION / SECURITY AGREEMENT

This Notice by Written Communication/Security Agreement, hereinafter "Notice by Written Communication," is sent for the purpose of clearing up a misunderstanding on the part of John Henry Doe®, hereinafter "Secured Party." Considering the seriousness of this matter Secured Party has determined that it is vital that all communication by and between Secured Party and LAWRENCE D. MITCHELL be in written form so that a proper record is maintained for Secured Party's remedy should such need ever arise. In event LAWRENCE D. MITCHELL determines that legal advice is necessary, LAWRENCE D. MITCHELL may hire a professional qualified to provide such advice. LAWRENCE D. MITCHELL may correspond with Secured Party only by designating addressee on any envelope, package, and the like, intended for Secured Party as "Secured Party." LAWRENCE D. MITCHELL'S use of any other addressee designation on any correspondence intended for Secured Party is not authorized and accelerates LAWRENCE D. MITCHELL'S acceptance of the obligation of the herein-below-described consensual contract effective the date any such unauthorized correspondence is sent Secured Party by LAWRENCE D. MITCHELL and in accordance with other terms set forth herein below under "Acceleration of Acceptance of Obligation of Consensual Contract."

It is Secured Party's understanding that LAWRENCE D. MITCHELL does not hold a perfected security interest in any property of JOHN HENRY DOE®, also known by any and all derivatives and variations in the spelling of said name used with the intent of referencing JOHN HENRY DOE®, e.g. JOHN H. DOE®, and likewise in any secured collateral of Secured Party. In event LAWRENCE D. MITCHELL claims a perfected security interest in any property of JOHN HENRY DOE®, i.e. in any secured collateral of Secured Party, LAWRENCE D. MITCHELL must provide Secured Party with proof of superiority of any such perfected security interest of LAWRENCE D. MITCHELL'S over that of Secured Party's within seventy-two (72) hours of midnight the day following LAWRENCE D. MITCHELL'S receipt of this Notice by Written Communication.

Secured Party is not now, nor has Secured Party ever been a surety, nor an accommodation party, for JOHN HENRY DOE®, nor for any derivative of, nor for any variation in the spelling of, JOHN HENRY DOE®, nor for any other juristic person, and is so indemnified and held harmless by JOHN HENRY DOE® in Hold-harmless and Indemnity Agreement No. JHD-030473-HHIA dated the Fourth Day of the Third Month in the Year of Our Lord One Thousand Nine Hundred Seventy-three against any and all claims, legal actions, orders, warrants, judgments, demands, liabilities, losses, depositions, summonses, lawsuits, costs, fines, liens, levies, penalties, damages, interests, and expenses whatsoever, both absolute and contingent, as are due and as might become due, now existing and as might hereafter arise, and as might be suffered by, imposed on, and incurred by JOHN HENRY DOE® for any and every reason, purpose, and cause whatsoever.

### Unauthorized Use Strictly Prohibited

All rights reserved re common-law copyright of trade-name/trade-mark JOHN HENRY DOE®—as well as any and all derivatives and variations in the spelling of said trade-name/trade-mark, not excluding "John Henry Doe"—Common Law Copyright © 1973 by John Henry Doe®. Said trade-name/trade-mark, JOHN HENRY DOE®, may neither be displayed, nor used, nor reproduced in whole, nor in part, nor in any manner whatsoever, without the prior, express, written consent and acknowledgment of Secured Party, subscribed with Secured Party's hand-signed signature in red ink.

This Notice by Written Communication provides LAWRENCE D. MITCHELL with notice that "JOHN H. DOE" is a common-law trade-name/trade-mark and common-law copyright of John Henry Doe®, i.e. Secured Party, that any unauthorized use of JOHN H. DOE® by LAWRENCE D. MITCHELL constitutes counterfeiting and common-law trade-name/trade-mark copyright infringement, that Secured Party neither grants, nor implies, nor otherwise gives consent for any unauthorized use of JOHN H. DOE®, and that any and all such unauthorized use is strictly prohibited.

### **Acceleration of Acceptance of Obligation of Consensual Contract**

With the intent of being contractually bound, any juristic person, including, but not limited to, LAWRENCE D. MITCHELL and MITCHELL & GREENE, L.L.P., consents and agrees by this Notice by Written Communication that said juristic person shall neither display, nor reproduce, nor otherwise use in any manner, the common-law trade-name/**trade-mark** JOHN HENRY DOE®, nor the common-law copyright associated therewith, nor any derivative of, nor any variation in the spelling of, JOHN HENRY DOE®, not excluding "John Henry Doe," without the prior, express, written consent and acknowledgment of Secured Party, **subscribed with** Secured Party's **hand-signed** signature in red ink, and that any such additional instance of unauthorized use of Secured Party's common-law-copyrighted property by LAWRENCE D. MITCHELL following LAWRENCE D. MITCHELL'S receipt of this Notice by Written Communication accelerates LAWRENCE D. MITCHELL'S acceptance of the obligation of the herein-described consensual contract, as well as the unconditional promise of payment in full of said obligation, effective the date of the first instance of additional unauthorized use following LAWRENCE D. MITCHELL'S receipt of this Notice by Written Communication, in strict accordance with terms set forth below in paragraphs "(1)" through "(9)" under "Self-executing Security Agreement," wherein LAWRENCE D. MITCHELL is "User."

### **Procedure to Opt Out of Consensual Contract**

LAWRENCE D. MITCHELL'S unauthorized use, i.e. counterfeiting, of Secured Party's common-law trade-name/**trade-mark** and copyright, consensually contractually binds LAWRENCE D. MITCHELL with Secured Party, as of LAWRENCE D. MITCHELL'S initial unauthorized use of Secured Party's common-law trade-name/**trade-mark** and copyright, in respect of fair compensation due Secured Party for use of Secured Party's private property. LAWRENCE D. MITCHELL can opt out and withdraw from LAWRENCE D. MITCHELL'S consensual contract with Secured Party and retain no obligation associated therewith only by immediate cessation of any and all further unauthorized use of Secured Party's common-law-copyrighted property.

### **Self-Executing Security Agreement**

By the act of any single instance of unauthorized use of Secured Party's common-law-copyrighted property by LAWRENCE D. MITCHELL following LAWRENCE D. MITCHELL'S receipt of this Notice by Written Communication, LAWRENCE D. MITCHELL, hereinafter "User" only in this "Self-executing Security Agreement" section, accepts the obligation of this consensual contract, this Notice by Written Communication concomitantly becomes a security agreement, hereinafter "Security Agreement," wherein User is Debtor and John Henry Doe® is Secured Party, and User:

- (1) Grants Secured Party a security interest in all of User's property and **rights** in property in the sum certain amount of \$500,000.00 per each occurrence of use of common-law-copyrighted trade-name/**trade-mark** JOHN HENRY DOE®, as well as for each and every use of any and all derivatives of, and variations in the spelling of, JOHN HENRY DOE®, not excluding "John Henry Doe," plus all reasonable costs associated with enforcing said security rights and collecting the indebtedness, plus triple damages, i.e. plus total damages calculated in United States Dollars and multiplied by a factor of 3 (i.e. Damages in United States Dollars X 3);
- (2) Authenticates this Security Agreement wherein User is Debtor and John Henry Doe® is Secured Party, and wherein User pledges all of User's property, i.e. all: motor vehicles; aircraft; vessels; ships; trademarks; copyrights; patents; consumer goods; firearms; farm products; inventory; equipment; money; investment property; commercial tort claims; letters of credit; letter-of-credit rights; chattel paper; electronic chattel paper; tangible chattel paper; certificated securities; uncertificated securities; promissory notes; payment intangibles; software; health-care-insurance receivables; instruments; deposit accounts; accounts; documents; livestock; real estate and real property—including all buildings, structures, fixtures, and appurtenances situated thereon, as well as affixed thereto—fixtures; manufactured homes; timber; crops; and as-extracted collateral, i.e. all oil, gas, and other minerals, as well as any and all accounts arising from the sale of these substances, both at wellhead and minehead; accessions, increases, and additions, replacements of, and substitutions for, any of the property described hereinabove in this paragraph; products, produce, and proceeds of any of the property described hereinabove in this paragraph; accounts, general intangibles, instruments, monies, payments, and contract rights, and all other rights, arising out of sale, lease, and other disposition of any of the property described hereinabove in this paragraph; proceeds, including insurance, bond, general intangibles, and accounts proceeds, from the sale, destruction, loss, and other disposition of any of the property described hereinabove in this paragraph; records and data involving any of the property described hereinabove in this paragraph, such as in the form of a writing, photograph, microfilm, microfiche, tape, electronic media, and the like, together with all of User's right, title, and interest in all computer software and hardware required for utilizing, creating, maintaining, and processing any such records and data in any electronic media, and all of User's **rights** in all such foregoing property in this paragraph, now owned and hereafter acquired, now existing and hereafter arising, and wherever located, as collateral to **secure** User's contractual obligation in favor of Secured Party for User's unauthorized use of Secured Party's common-law-copyrighted property;



- (3) Consents and agrees with Secured Party's filing of a UCC Financing Statement in the UCC filing office, as well as in any county recorder's office, wherein User is Debtor and John Henry Doe® is Secured Party;
- (4) Consents and agrees that said UCC Financing Statement described above in paragraph "(3)" is a continuing financing statement, and further consents and agrees with Secured Party's filing of any continuation statement necessary to maintain Secured Party's perfected security interest in all of User's property and rights in property pledged as collateral in Security Agreement described above in paragraph "(2)," until User's contractual obligation theretofore incurred has been fully satisfied;
- (5) Consents and agrees with Secured Party's filing of any and all UCC Financing Statements, as described hereinabove in paragraphs "(3)" and "(4)," and the filing of any Security Agreement, as described hereinabove in paragraph "(2)," in the UCC filing office, as well as in any county recorder's office;
- (6) Consents and agrees that any and all such filings described in paragraphs "(4)" and "(5)" above are not, and may not be considered, bogus, and that User will not claim that any such filing is bogus;
- (7) Waives all defenses;
- (8) Appoints Secured Party as Authorized Representative for User, effective upon User's default re User's contractual obligations in favor of Secured Party as set forth below under "Payment Terms" and "Default Terms," granting Secured Party full authority and power to engage in any and all actions on behalf of User including, but not limited to, authentication of a record on behalf of User, as Secured Party, in Secured Party's sole discretion, deems appropriate, and, as regards any deposit account of any kind maintained with any bank in/under the name of User, and likewise any deposit account maintained with any bank in/under the Social Security Account Number of User, notwithstanding the absence of User's name as account-holder on any such deposit account maintained with any bank in/under the Social Security Account Number of User, grants Secured Party full authority and power to originate instructions for said deposit-account bank and direct the disposition of funds in said deposit account by acting as signatory on said deposit account without further consent of User and without liability, and User further consents and agrees that this appointment of Secured Party as Authorized Representative for User, effective upon User's default, is irrevocable and coupled with a security interest;
- (9) Consents and agrees with all of the following additional terms of this Self-executing Security Agreement:
  - (a) Payment Terms: In accordance with fees for unauthorized use of JOHN HENRY DOE® as set forth above, User hereby consents and agrees that User shall pay Secured Party all unauthorized-use fees in full within ten (10) days of date Secured Party's invoice, hereinafter "Invoice," itemizing said fees, is sent User.
  - (b) Default Terms: In event of non-payment in full of all unauthorized-use fees by User within ten (10) days of date Invoice is sent, User shall be deemed in default and:
    - (i) All of User's property and rights in property pledged as collateral by User, as set forth in above in paragraph "(2)," immediately becomes, i.e. is, property of Secured Party;
    - (ii) Secured Party is appointed User's Authorized Representative as set forth above in paragraph "(8)"; and
    - (iii) User consents and agrees that Secured Party may take possession of, as well as otherwise dispose of in any manner that Secured Party, in Secured Party's sole discretion, deems appropriate, including, but not limited to, sale at auction, at any time following User's default, and without further notice, any and all of User's former property and rights in property formerly pledged as collateral by User, as described above in paragraph "(2)," now property of Secured Party, in respect of this "Self-executing Security Agreement," that Secured Party, again in Secured Party's sole discretion, deems appropriate.
  - (c) Terms for Curing Default: Upon event of default, as set forth above under "Default Terms," User can cure User's default and avoid strict foreclosure re any remainder of User's former property and rights in property that is neither in the possession of Secured Party, nor otherwise disposed of by Secured Party, only within twenty (20) days of User's default and only by payment in full of the balance of the sum certain amount owed by User, as noticed User in Invoice, that is not already paid by Secured Party's possession, sale, liquidation, and the like of User's former property and rights in property pledged as collateral to secure User's obligation.
  - (d) Terms of Strict Foreclosure: User's non-payment in full of all unauthorized-use fees itemized in Invoice within said twenty- (20) day period for curing default as set forth above under "Terms for Curing Default" authorizes Secured Party's immediate non-judicial strict foreclosure on any and all remaining property and rights in property formerly pledged as collateral by User, now property of Secured Party, which is not in the possession of, nor otherwise disposed of by, Secured Party upon expiration of said twenty- (20) day default-curing period.

Ownership subject to common-law copyright and UCC Financing Statement and security agreement filed with the UCC filing office. Record Owner: John Henry Doe®, Autograph Common Law Copyright © 1973 by John Henry Doe®.

### Words Defined – Glossary of Terms

As used in this Notice by Written Communication, the following words and terms are as defined in this section, *non obstante*:

**All.** In this Notice by Written Communication the word “all” means everything one has: the whole number; totality, including both all and sundry; everyone; without restriction.

**Appellation.** In this Notice by Written Communication the term “appellation” means: A general term that introduces and specifies a particular term which may be used to address, greet, call out for, and make appeals of a particular living, breathing, flesh-and-blood man.

**Authorized Representative.** In this Notice by Written Communication the term “Authorized Representative” means the Secured Party, John Henry Doe®, authorized by Debtor, upon Debtor’s default, to sign Debtor’s signature, without liability and without recourse.

**Collateral.** In this Notice by Written Communication the term “Collateral” means any and all property of Debtor identified above in paragraph “(2).”

**Debtor.** In this Notice by Written Communication the term “Debtor” means LAWRENCE D. MITCHELL, effective upon execution of Security Agreement as set forth above under “Self-executing Security Agreement.”

**Default.** In this Notice by Written Communication the term “default” means Debtor’s non-performance of a duty arising under this Notice by Written Communication as set forth above under paragraph “(9)(b),” “Default Terms.”

**Derivative.** In this Notice by Written Communication the word “derivative” means coming from another; taken from something preceding; secondary; that which has not the origin in itself, but obtains existence from something foregoing and of a more primal and fundamental nature; anything derived from another.

**Ens legis.** In this Notice by Written Communication the term “ens legis” means a creature of the law; an artificial entity, as contrasted with a living, breathing, flesh-and-blood man, such as a corporation, considered as deriving its existence entirely from the law.

**Hold-harmless and Indemnity Agreement.** In this Notice by Written Communication the term “Hold-harmless and Indemnity Agreement” means the written, express, Hold-harmless and Indemnity Agreement No. JHD-030473-HHIA dated the Fourth Day of the Third Month in the Year of Our Lord One Thousand Nine Hundred Seventy-three, between John Henry Doe® and JOHN HENRY DOE®, together with all modifications of and substitutions for said Hold-harmless and Indemnity Agreement.

**JOHN H. DOE.** In this Notice by Written Communication the term “JOHN H. DOE” means JOHN H. DOE®, a derivative of JOHN HENRY DOE®, Common Law Copyright © 1973 by John Henry Doe®. All Rights Reserved.

**JOHN HENRY DOE.** In this Notice by Written Communication the term “JOHN HENRY DOE” means JOHN HENRY DOE®, and any and all derivatives and variations in the spelling of said name except “John Henry Doe,” Common Law Copyright © 1973 by John Henry Doe®. All Rights Reserved.

**John Henry Doe.** In this Notice by Written Communication the term “John Henry Doe” means the sentient, living being known by the distinctive appellation “John Henry Doe.” All rights reserved re use of John Henry Doe®, Autograph Common Law Copyright © 1973 by John Henry Doe®.

**Juristic person.** In this Notice by Written Communication the term “juristic person” means an abstract, legal entity *ens legis*, such as a corporation, created by construct of law and considered as possessing certain legal rights and duties of a human being; an imaginary entity, such as LAWRENCE D. MITCHELL, which, on the basis of legal reasoning, is treated as a human being for the purpose of conducting commercial activity for the benefit of a sentient, living being, such as John Henry Doe®.

“From the earliest times the law has enforced rights and exacted liabilities by utilizing a corporate concept – by recognizing, that is, juristic persons other than human beings. The theories by which this mode of legal operation has developed, has been justified, qualified, and defined are the subject matter of a very sizable library. The historic roots of a particular society, economic pressures, philosophic notions, all have had their share in the law’s response to the ways of men in carrying on their affairs through what is now the familiar device of the corporation. ----- Attribution of legal rights and duties to a juristic person other than man is necessarily a metaphorical process. And none the worse for it. No doubt, ‘Metaphors in law are to be narrowly watched.’ Cardozo, J., in Berkey v. Third Avenue R. Co., 244 N.Y. 84, 94. ‘But all instruments of thought should be narrowly watched lest they be abused and fail in their service to reason.’ See U.S. v. SCOPHONY CORP. OF AMERICA, 333 U.S. 795; 68 S.Ct. 855; 1948 U.S.”



MITCHELL, LAWRENCE D.  
9500 Wilshire Boulevard, Beverly Hills, CA 90212

**LAWRENCE D. MITCHELL.** In this Notice by Written Communication the term "LAWRENCE D. MITCHELL" means LAWRENCE D. MITCHELL, a juristic person.

**Living, breathing, flesh-and-blood man.** In this Notice by Written Communication the term "living, breathing, flesh-and-blood man" means the Secured Party, John Henry Doe®, a sentient, living being, as distinguished from an artificial legal construct, *ens legis*, i.e. a juristic person, created by construct of law.

"There, every man is independent of all laws, except those prescribed by nature. He is not bound by any institutions formed by his fellowmen without his consent." CRUDEN v. NEALE, 2 N.C. 338 (1796) 2 S.E. 70.

**Non obstante.** In this Notice by Written Communication the term "*non obstante*" means: Words anciently used in public and private instruments with the intent of precluding, in advance, any interpretation other than certain declared objects, purposes.

**Secured Party.** In this Notice by Written Communication the term "Secured Party" means John Henry Doe®, a living, sentient being as distinguished from a juristic person created by construct of law.

**Security Agreement.** In this Notice by Written Communication the term "Security Agreement" means the self-executing Security Agreement as described above under "Self-executing Security Agreement," together with any and all attachments, exhibits, documents, endorsements, and schedules attached thereto.

**Sentient, living being.** In this Notice by Written Communication the term "sentient, living being" means the Secured Party, i.e. John Henry Doe®, a living, breathing, flesh-and-blood man, as distinguished from an abstract legal construct, such as an artificial entity, juristic person, corporation, partnership, association, and the like.

### Additional Provisions

Any unenforceable provision of this Notice by Written Communication is severed from this Notice by Written Communication, but every remaining provision continues in full force and effect and this Notice by Written Communication is deemed modified in a manner that renders this Notice by Written Communication effective and in full force and effect. In all cases Secured Party continues without liability and is held harmless.

Any prior communication, written document, and the like by and between Respondent and Secured Party containing any mistake of Secured Party is invalidated thereby and of no force and effect, and may not be relied upon by Respondent against Secured Party in this matter.

LAWRENCE D. MITCHELL consents and agrees that this Notice by Written Communication is a private, consensual contract and may not be impaired by any third party.

LAWRENCE D. MITCHELL consents and agrees in full with all terms, conditions, and provisions as stated above.

With the intent of entering this consensual contract both LAWRENCE D. MITCHELL as Debtor and John Henry Doe® as Secured Party do herewith execute this Security Agreement.

Debtor: LAWRENCE D. MITCHELL

LAWRENCE D. MITCHELL

Debtor's Signature

Secured Party accepts Debtor's signature in accord with UCC §§ 1-201(39), 3-401.

Secured Party: John Henry Doe®

\_\_\_\_\_  
Secured Party's Signature

Autograph Common Law Copyright © 1973 by John Henry Doe®, EID # 1234-56789. All Rights Reserved. No part of this common-law copyright may be reproduced in any manner without the prior, express written permission of John Henry Doe® as signified by the hand-signed, red-ink signature of John Henry Doe®. Unauthorized use of "John Henry Doe" incurs same unauthorized-use fees as those associated with JOHN HENRY DOE®, as set forth above in Notice by Written Communication/Security Agreement.

This Notice by Written Communication/Security Agreement is non-negotiable, is sent LAWRENCE D. MITCHELL by United States Postal Service Registered Mail, and constitutes notice of John Henry Doe®'s perfected security interest in all property of JOHN HENRY DOE®, secured collateral of John Henry Doe®.

Enclosures: Copy of written communication from LAWRENCE D. MITCHELL dated March 11, 2002; published Copyright Notice; filed UCC Financing Statement; Private Agreement; Hold-harmless and Indemnity Agreement; Security Agreement

MITCHELL, LAWRENCE D.  
9500 Wilshire Boulevard, Beverly Hills, CA 90212

Non-Negotiable

March 14, 2002

U.S.P.S. Registered Mail Article No. RR111222333US

John Henry Doe®  
Post Office Box 9999  
Los Angeles, CA 90010

LAWRENCE D. MITCHELL  
MITCHELL & GREENE, L.L.P.  
9500 Wilshire Boulevard  
Beverly Hills, CA 90212

### NOTICE BY WRITTEN COMMUNICATION / SECURITY AGREEMENT

This Notice by Written Communication/Security Agreement, hereinafter "Notice by Written Communication," is sent for the purpose of clearing up a misunderstanding on the part of John Henry Doe®, hereinafter "Secured Party." Considering the seriousness of this matter Secured Party has determined that it is vital that all communication by and between Secured Party and LAWRENCE D. MITCHELL be in written form so that a proper record is maintained for Secured Party's remedy should such need ever arise. In event LAWRENCE D. MITCHELL determines that legal advice is necessary, LAWRENCE D. MITCHELL may hire a professional qualified to provide such advice. LAWRENCE D. MITCHELL may correspond with Secured Party only by designating addressee on any envelope, package, and the like, intended for Secured Party as "Secured Party." LAWRENCE D. MITCHELL'S use of any other addressee designation on any correspondence intended for Secured Party is not authorized and accelerates LAWRENCE D. MITCHELL'S acceptance of the obligation of the herein-below-described consensual contract effective the date any such unauthorized correspondence is sent Secured Party by LAWRENCE D. MITCHELL and in accordance with other terms set forth herein below under "Acceleration of Acceptance of Obligation of Consensual Contract."

It is Secured Party's understanding that LAWRENCE D. MITCHELL does not hold a perfected security interest in any property of JOHN HENRY DOE®, also known by any and all derivatives and variations in the spelling of said name used with the intent of referencing JOHN HENRY DOE®, e.g. JOHN H. DOE®, and likewise in any secured collateral of Secured Party. In event LAWRENCE D. MITCHELL claims a perfected security interest in any property of JOHN HENRY DOE®, i.e. in any secured collateral of Secured Party, LAWRENCE D. MITCHELL must provide Secured Party with proof of superiority of any such perfected security interest of LAWRENCE D. MITCHELL'S over that of Secured Party's within seventy-two (72) hours of midnight the day following LAWRENCE D. MITCHELL'S receipt of this Notice by Written Communication.

Secured Party is not now, nor has Secured Party ever been a surety, nor an accommodation party, for JOHN HENRY DOE®, nor for any derivative of, nor for any variation in the spelling of, JOHN HENRY DOE®, nor for any other juristic person, and is so indemnified and held harmless by JOHN HENRY DOE® in Hold-harmless and Indemnity Agreement No. JHD-030473-HHIA dated the Fourth Day of the Third Month in the Year of Our Lord One Thousand Nine Hundred Seventy-three against any and all claims, legal actions, orders, warrants, judgments, demands, liabilities, losses, depositions, summonses, lawsuits, costs, fines, liens, levies, penalties, damages, interests, and expenses whatsoever, both absolute and contingent, as are due and as might become due, now existing and as might hereafter arise, and as might be suffered by, imposed on, and incurred by JOHN HENRY DOE® for any and every reason, purpose, and cause whatsoever.

### Unauthorized Use Strictly Prohibited

All rights reserved re common-law copyright of trade-name/trade-mark JOHN HENRY DOE®—as well as any and all derivatives and variations in the spelling of said trade-name/trade-mark, not excluding "John Henry Doe"—Common Law Copyright © 1973 by John Henry Doe®. Said trade-name/trade-mark, JOHN HENRY DOE®, may neither be displayed, nor used, nor reproduced in whole, nor in part, nor in any manner whatsoever, without the prior, express, written consent and acknowledgment of Secured Party, subscribed with Secured Party's hand-signed signature in red ink.

This Notice by Written Communication provides LAWRENCE D. MITCHELL with notice that "JOHN H. DOE" is a common-law trade-name/trade-mark and common-law copyright of John Henry Doe®, i.e. Secured Party, that any unauthorized use of JOHN H. DOE® by LAWRENCE D. MITCHELL constitutes counterfeiting and common-law trade-name/trade-mark copyright infringement, that Secured Party neither grants, nor implies, nor otherwise gives consent for any unauthorized use of JOHN H. DOE®, and that any and all such unauthorized use is strictly prohibited.

### Acceleration of Acceptance of Obligation of Consensual Contract

With the intent of being contractually bound, any juristic person, including, but not limited to, LAWRENCE D. MITCHELL and MITCHELL & GREENE, L.L.P., consents and agrees by this Notice by Written Communication that said juristic person shall neither display, nor reproduce, nor otherwise use in any manner, the common-law trade-name/trade-mark JOHN HENRY DOE®, nor the common-law copyright associated therewith, nor any derivative of, nor any variation in the spelling of, JOHN HENRY DOE®, not excluding "John Henry Doe," without the prior, express, written consent and acknowledgment of Secured Party, subscribed with Secured Party's hand-signed signature in red ink, and that any such additional instance of unauthorized use of Secured Party's common-law-copyrighted property by LAWRENCE D. MITCHELL following LAWRENCE D. MITCHELL'S receipt of this Notice by Written Communication accelerates LAWRENCE D. MITCHELL'S acceptance of the obligation of the herein-described consensual contract, as well as the unconditional promise of payment in full of said obligation, effective the date of the first instance of additional unauthorized use following LAWRENCE D. MITCHELL'S receipt of this Notice by Written Communication, in strict accordance with terms set forth below in paragraphs "(1)" through "(9)" under "Self-executing Security Agreement," wherein LAWRENCE D. MITCHELL is "User."

### Procedure to Opt Out of Consensual Contract

LAWRENCE D. MITCHELL'S unauthorized use, i.e. counterfeiting, of Secured Party's common-law trade-name/trade-mark and copyright, consensually contractually binds LAWRENCE D. MITCHELL with Secured Party, as of LAWRENCE D. MITCHELL'S initial unauthorized use of Secured Party's common-law trade-name/trade-mark and copyright, in respect of fair compensation due Secured Party for use of Secured Party's private property. LAWRENCE D. MITCHELL can opt out and withdraw from LAWRENCE D. MITCHELL'S consensual contract with Secured Party and retain no obligation associated therewith only by immediate cessation of any and all further unauthorized use of Secured Party's common-law-copyrighted property.

### Self-Executing Security Agreement

By the act of any single instance of unauthorized use of Secured Party's common-law-copyrighted property by LAWRENCE D. MITCHELL following LAWRENCE D. MITCHELL'S receipt of this Notice by Written Communication, LAWRENCE D. MITCHELL, hereinafter "User" only in this "Self-executing Security Agreement" section, accepts the obligation of this consensual contract, this Notice by Written Communication concomitantly becomes a security agreement, hereinafter "Security Agreement," wherein User is Debtor and John Henry Doe® is Secured Party, and User:

- (1) Grants Secured Party a security interest in all of User's property and rights in property in the sum certain amount of \$500,000.00 per each occurrence of use of common-law-copyrighted trade-name/trade-mark JOHN HENRY DOE®, as well as for each and every use of any and all derivatives of, and variations in the spelling of, JOHN HENRY DOE®, not excluding "John Henry Doe," plus all reasonable costs associated with enforcing said security rights and collecting the indebtedness, plus triple damages, i.e. plus total damages calculated in United States Dollars and multiplied by a factor of 3 (i.e. Damages in United States Dollars X 3);
- (2) Authenticates this Security Agreement wherein User is Debtor and John Henry Doe® is Secured Party, and wherein User pledges all of User's property, i.e. all: motor vehicles; aircraft; vessels; ships; trademarks; copyrights; patents; consumer goods; firearms; farm products; inventory; equipment; money; investment property; commercial tort claims; letters of credit; letter-of-credit rights; chattel paper; electronic chattel paper; tangible chattel paper; certificated securities; uncertificated securities; promissory notes; payment intangibles; software; health-care-insurance receivables; instruments; deposit accounts; accounts; documents; livestock; real estate and real property—including all buildings, structures, fixtures, and appurtenances situated thereon, as well as affixed thereto—fixtures; manufactured homes; timber; crops; and as-extracted collateral, i.e. all oil, gas, and other minerals, as well as any and all accounts arising from the sale of these substances, both at wellhead and minehead; accessions, increases, and additions, replacements of, and substitutions for, any of the property described hereinabove in this paragraph; products, produce, and proceeds of any of the property described hereinabove in this paragraph; accounts, general intangibles, instruments, monies, payments, and contract rights, and all other rights, arising out of sale, lease, and other disposition of any of the property described hereinabove in this paragraph; proceeds, including insurance, bond, general intangibles, and accounts proceeds, from the sale, destruction, loss, and other disposition of any of the property described hereinabove in this paragraph; records and data involving any of the property described hereinabove in this paragraph, such as in the form of a writing, photograph, microfilm, microfiche, tape, electronic media, and the like, together with all of User's right, title, and interest in all computer software and hardware required for utilizing, creating, maintaining, and processing any such records and data in any electronic media, and all of User's rights in all such foregoing property in this paragraph, now owned and hereafter acquired, now existing and hereafter arising, and wherever located, as collateral to secure User's contractual obligation in favor of Secured Party for User's unauthorized use of Secured Party's common-law-copyrighted property;

- (3) Consents and agrees with Secured Party's filing of a UCC Financing Statement in the UCC filing office, as well as in any county recorder's office, wherein User is Debtor and John Henry Doe® is Secured Party;
- (4) Consents and agrees that said UCC Financing Statement described above in paragraph "(3)" is a continuing financing statement, and further consents and agrees with Secured Party's filing of any continuation statement necessary to maintain Secured Party's perfected security interest in all of User's property and rights in property pledged as collateral in Security Agreement described above in paragraph "(2)," until User's contractual obligation theretofore incurred has been fully satisfied;
- (5) Consents and agrees with Secured Party's filing of any and all UCC Financing Statements, as described hereinabove in paragraphs "(3)" and "(4)," and the filing of any Security Agreement, as described hereinabove in paragraph "(2)," in the UCC filing office, as well as in any county recorder's office;
- (6) Consents and agrees that any and all such filings described in paragraphs "(4)" and "(5)" above are not, and may not be considered, bogus, and that User will not claim that any such filing is bogus;
- (7) Waives all defenses;
- (8) Waives rights of presentment, notice of dishonor, and notice of protest;
- (9) Appoints Secured Party as Authorized Representative for User, effective upon User's default re User's contractual obligations in favor of Secured Party as set forth below under "Payment Terms" and "Default Terms," granting Secured Party full authority and power to engage in any and all actions on behalf of User including, but not limited to, authentication of a record on behalf of User, as Secured Party, in Secured Party's sole discretion, deems appropriate, and, as regards any deposit account of any kind maintained with any bank in/under the name of User, and likewise any deposit account maintained with any bank in/under the Taxpayer Identification Number of User, notwithstanding the absence of User's name as account-holder on any such deposit account maintained with any bank in/under the Taxpayer Identification Number of User, grants Secured Party full authority and power to originate instructions for said deposit-account bank and direct the disposition of funds in said deposit account by acting as signatory on said deposit account without further consent of User and without liability, and User further consents and agrees that this appointment of Secured Party as Authorized Representative for User, effective upon User's default, is irrevocable and coupled with a security interest;
- (10) Consents and agrees with all of the following additional terms of this Self-executing Security Agreement:
  - (a) Payment Terms: In accordance with fees for unauthorized use of JOHN HENRY DOE® as set forth above, User hereby consents and agrees that User shall pay Secured Party all unauthorized-use fees in full within ten (10) days of date Secured Party's invoice, hereinafter "Invoice," itemizing said fees, is sent User.
  - (b) Default Terms: In event of non-payment in full of all unauthorized-use fees by User within ten (10) days of date Invoice is sent, User shall be deemed in default and:
    - (i) All of User's property and rights in property pledged as collateral by User, as set forth in above in paragraph "(2)," immediately becomes, i.e. is, property of Secured Party;
    - (ii) Secured Party is appointed User's Authorized Representative as set forth above in paragraph "(9)"; and
    - (iii) User consents and agrees that Secured Party may take possession of, as well as otherwise dispose of in any manner that Secured Party, in Secured Party's sole discretion, deems appropriate, including, but not limited to, sale at auction, at any time following User's default, and without further notice, any and all of User's former property and rights in property formerly pledged as collateral by User, as described above in paragraph "(2)," now property of Secured Party, in respect of this "Self-executing Security Agreement," that Secured Party, again in Secured Party's sole discretion, deems appropriate.
  - (c) Terms for Curing Default: Upon event of default, as set forth above under "Default Terms," User can cure User's default and avoid strict foreclosure re any remainder of User's former property and rights in property that is neither in the possession of Secured Party, nor otherwise disposed of by Secured Party, only within twenty (20) days of User's default and only by payment in full of the balance of the sum certain amount owed by User, as noticed User in Invoice, that is not already paid by Secured Party's possession, sale, liquidation, and the like of User's former property and rights in property pledged as collateral to secure User's obligation.
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Ownership subject to **copyright of common-law trade-name/trade-mark and security agreement and UCC Financing Statement filed with the UCC filing office.** Record Owner: John Henry Doe®, Autograph Common Law Copyright © 1973 by John Henry Doe®.

### Words Defined – Glossary of Terms

As used in this Notice by Written Communication, the following words and terms are as defined in this section, *non obstante*:

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**Collateral.** In this Notice by Written Communication the term “Collateral” means any and all property of Debtor identified above in paragraph “(2).”

**Debtor.** In this Notice by Written Communication the term “Debtor” means LAWRENCE D. MITCHELL, effective upon execution of Security Agreement as set forth above under “Self-executing Security Agreement.”

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**Juristic person.** In this Notice by Written Communication the term “juristic person” means an abstract, legal entity *ens legis*, such as a corporation, created by construct of law and considered as possessing certain legal rights and duties of a human being; an imaginary entity, such as LAWRENCE D. MITCHELL, which, on the basis of legal reasoning, is treated as a human being for the purpose of conducting commercial activity for the benefit of a sentient, living being, such as John Henry Doe®.

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MITCHELL, LAWRENCE D.  
9500 Wilshire Boulevard, Beverly Hills, CA 90212

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**Security Agreement.** In this Notice by Written Communication the term "Security Agreement" means the self-executing Security Agreement as described above under "Self-executing Security Agreement," together with any and all attachments, exhibits, documents, endorsements, and schedules attached thereto.

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LAWRENCE D. MITCHELL consents and agrees in full with all terms, conditions, and provisions as stated above.

With the intent of entering this consensual contract both LAWRENCE D. MITCHELL as Debtor and John Henry Doe® as Secured Party do herewith execute this Security Agreement.

Debtor: LAWRENCE D. MITCHELL

LAWRENCE D. MITCHELL

Debtor's Signature

Secured Party accepts Debtor's signature in accord with UCC §§ 1-201(39), 3-401.

Secured Party: John Henry Doe®

\_\_\_\_\_  
Secured Party's Signature

Autograph Common Law Copyright © 1973 by John Henry Doe®, EID # 1234-56789. All Rights Reserved. No part of this common-law copyright may be reproduced in any manner without the prior, express written permission of John Henry Doe® as signified by the hand-signed, red-ink signature of John Henry Doe®. Unauthorized use of "John Henry Doe" incurs same unauthorized-use fees as those associated with JOHN HENRY DOE®, as set forth above in Notice by Written Communication/Security Agreement.

This Notice by Written Communication/Security Agreement is non-negotiable, is sent LAWRENCE D. MITCHELL by United States Postal Service Registered Mail, and constitutes notice of John Henry Doe®'s perfected security interest in all property of JOHN HENRY DOE®, secured collateral of John Henry Doe®.

Enclosures: Copy of written communication from LAWRENCE D. MITCHELL dated March 11, 2002; published Copyright Notice; filed UCC Financing Statement; Private Agreement; Hold-harmless and Indemnity Agreement; Security Agreement

## PDF MAKER'S NOTE

The following success claims are not part of CTC3 but are presumably the result of applying the material in the book. They were saved from the old Truthseeker's Network site forum before it went offline and are added here to illustrate the claimed usability of the data contained herein, as well as to inspire the reader. The veracity of such claims is, of course, left up to the reader to decide.

- Logos



Authorization UCC §§ 1-103, 1-104, 1-301(4)(98)(30), 3-103(a)(6), 3-104(a)(b)

No. HR-0140153

- Documentary Draft
- Registered # 20020
- Bill of Exchange
- Authority: Public Policy-House Joint Resolution 192 of June 5, 1933
- Other: Acceptance
- Voucher #: no 001010000000
- Certification #: 7091 1940 0004 3819 7000
- Attachments:

Remit at Par

August 05, 2003

**CERTIFIED FUNDS**

Pay to the Order of: **WORLD OMNI FINANCIAL CORP. MOBILE, ALABAMA 36691** **\$9,391.18**

Nine Thousand Three Hundred Ninety One 18/100 Dollars

Payable through: [Redacted] (UCC situs-not for correspondence) IE

Authorized Signature  
Exemption ID # [Redacted]

Reference: prepaid personal item exchange acknowledgment  
This draft is an offer of tender and discharges the obligation per UCC §§ 1-103, 1-104, 3-603(a)(b), and Public Policy-House Joint Resolution 192 of June 5, 1933.

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES AN ARTIFICIAL WATERMARK. HOLD AT ANGLE TO VIEW.

No. HR-0140153

DATE	ACCOUNT NO.	AMOUNT	PREVIOUS BALANCE	CURRENT BALANCE
08-05-03	00101000000	\$9,391.18	\$9,391.18	---\$0.00---

**MEMORANDUM**

**Fiduciary Collector:** Post the uncollected funds into the asset column of this account and charge the offer and acceptance for settlement; prepaid and exempt when entered into the post-closing balance.

This statement constitutes Maker's order to pay this instrument upon presentment and endorsement.

As an operation of law, Payee tacitly consents and agrees that there is accord and satisfaction by use of this instrument to satisfy Payee's claim and Maker is hereby discharged from liability on this alleged account and the obligation is suspended in accordance with law as codified at UCC 3-310(b), 3-311, 3-603, and Public Policy at House Joint Resolution 192 of June 5, 1933.

Maker does not waive timeliness. However, if Payee needs additional time, Payee must present Maker with a written request for additional time within a reasonable time, setting forth the reasons Payee requests an extension of time, with good cause shown. The acceptability of any such request received by Maker from Payee is conditional upon approval by Maker.

In the event this instrument is not presented for payment within a reasonable period of time, and there has been no request for an extension of time with good cause shown, Payee tacitly consents and agrees that Maker has satisfied/discharged the debt claim re this alleged account.

Payee tacitly consents and agrees that Payee has a duty to prevent this debt claim/monetary obligation from damaging Maker in any way, and that Payee confesses judgement and Maker reserves the right to initiate a counterclaim against Payee, and file a claim against the bond of any responsible party, including Payee and all principals, agents, and assignees of Payee, whose acts/omissions result in tort damages against Maker.

For questions regarding this draft, contact the maker by written correspondence.

World Omni Financial Corp.  
P.O. Box 991817  
Mobile AL 36691-8817



(800) 553-2650

---

August 9, 2003

000137 - WFLPIF

[REDACTED]

RE: Account Number: 001-01-00000003 [REDACTED]  
Vehicle Description: 1997 Dodge Caravan  
Vehicle Identification Number: 2B4GP44R2VR [REDACTED]

Dear Customer:

This letter will serve as verification that the above referenced account is paid in full.

Thank you for allowing us the opportunity to finance your vehicle. We value you as a customer and look forward to servicing your future financing needs.

If you have any questions, please contact our office at the number listed above.

Customer Service Department



# CERTIFICATE OF TITLE

SATISFACTORY PROOF OF OWNERSHIP HAVING BEEN SUBMITTED UNDER SECTION 1-8, 25-108 OR 25-109 OF THE STATUTES OF THE STATE OF FLORIDA, THE OFFICIAL CERTIFICATE OF TITLE IS HEREBY ISSUED TO THE ABOVE DESCRIBED VEHICLE. THE VEHICLE IS OWNED BY THE PARTY NAMED HEREIN.

001-3105323

Identification Number: 2B4GF44R2VR Year: 1997 Make: DODG Model: SW Wheel: 3812 Vehicle Type: V The Number: 73504529

Prev State: FL Color: ONG Primary Brand: Secondary Brand: No of Brands: Use: PRIVATE PREV Issue Date: 06/30/1997

Odometer Status of Vehicle Manufacturer: 70,200 MILBS 04/19/2001 ACTUAL Mile Material: Prop: Date of Issue: 05/01/2001

Registered Owner:

[Redacted]  
WEST PALM BEACH, FL 33417

Less Release  
Interest in this vehicle from this vehicle is hereby released  
*[Signature]*  
\$ 0.00 5/18/02 Date



1st Lienholder: 04/19/2001  
WORLD OMNI FINANCIAL CORPORATION  
PO BOX 9749  
MOBILE, AL 3669

DIVISION OF MOTOR VEHICLES

TALLAHASSEE



FLORIDA

DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

*[Signature: William T. Joyce]*

Chassis Number: 48954164

*[Signature: Fred O. Dickinson]*

William T. Joyce  
Director

4672 48954164

Fred O. Dickinson, III  
Executive Director

TRANSFER OF TITLE BY SELLER

ODOMETER CERTIFICATION: Federal and state law require that you state the mileage in connection with the transfer of ownership. Failure to certify or providing a false statement may result in civil and/or criminal penalties. This title is warranted and certified to be free from any form fraud as stated on the face of this certificate and the motor vehicle or vessel described is hereby transferred to:

Purchaser: \_\_\_\_\_ Address: \_\_\_\_\_

I hereby state the mileage is  3 or  6 digit odometer does not read: \_\_\_\_\_ (LX) (no bracket) Selling Price: \_\_\_\_\_ Title Sell: \_\_\_\_\_  
miles. (see note) and to the best of my knowledge this vehicle reflects the ACTUAL MILEAGE of the vehicle described herein.  
CAUTION: DO NOT CHECK THIS BOX IF ACTUAL MILEAGE. I hereby certify that to the best of my knowledge the odometer reading reflects the actual mileage IN EXCESS OF ITS MECHANICAL LIMITS.  
WARNING - ODOMETER DISCREPANCY  
I hereby certify that the odometer reading is NOT THE ACTUAL MILEAGE.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

Signature of Purchaser: \_\_\_\_\_  
Signature of Co-Purchaser: \_\_\_\_\_  
Signature of Seller: \_\_\_\_\_  
Signature of Co-Seller: \_\_\_\_\_

Printed Name of Purchaser: \_\_\_\_\_  
Printed Name of Co-Purchaser: \_\_\_\_\_  
Printed Name of Seller: \_\_\_\_\_  
Printed Name of Co-Seller: \_\_\_\_\_

When Applicable: Notary (Circle) License Number: \_\_\_\_\_ Tax No: \_\_\_\_\_ Fee Collected: \$ \_\_\_\_\_  
Agent Name: \_\_\_\_\_ License Number: \_\_\_\_\_

VOID IF ALTERED

In November of 2002 Omid approached UCCSG for assistance with an outstanding auto loan of which his STRAWMAN personally guaranteed on behalf of his former corporation. The alleged loan was obtained for a former business associate and upon Omid's enlightenment with respect to how the banking systems/lenders operate in the U.S. he decided to make an effort with the assistance of UCCSG to discharge the alleged debt claim. Omid sent a document package to CHASE MANHATTAN AUTOMOTIVE FINANCE CORPORATION entitled RESPONDENT'S PRIVATE, TENDER OF PAYMENT AND DISCHARGE OF DEBT CLAIM/MONETARY OBLIGATION which included a Bill of Exchange tendered in the amount of \$16,366.61. Unfortunately, someone without pointing the finger miscalculated the Payoff amount therefore CHASE sent Omid a recent communication requesting a final \$171.17 so the title/lien pertaining to the auto may be released. The 4 page RESPONDENT'S PRIVATE, TENDER OF PAYMENT AND DISCHARGE OF DEBT CLAIM/MONETARY OBLIGATION package consisted of the following:

Acknowledgement of the alleged debt claim  
Notice of Tender of Payment  
Declaration of Tender of Payment  
Bill of Exchange  
UCC FS  
HHIA  
SA  
PA  
CRN  
Affidavit of Mailing

Please review the PDF file to see CHASE'S most recent communication along with Omid's response.



CHASE AUTOMOTIVE FINANCE  
P.O. BOX 15607, WILMINTON, DE 19886-1321

U.S.P.S. Registered Mail Article No. RBXXXXXXXXXXXX

CHASE AUTOMOTIVE FINANCE  
P.O. BOX 15607  
WILMINTON, DE 1986-1321

Dear CHASE AUTOMOTIVE FINANCE,

Re: Release of Title– Lien Release / Balance Due  
Account No. XXXXXXXXXXX

Thank you for your recent communication. Please find enclosed herewith a money order for the amount of \$171.17 tendered for final payment and closure re account no. XXXXXXXXXXX.

Please direct any information pertaining to the Release of Title– Lien Release to the address provided below.

It has been a pleasure doing business with you.

Sincerely,

OMID XXXXXXXXXXX

---

Omid XXXXX, Authorized Representative

12345 Somewhere Street  
Somewhere City, State, Zip  
Attention: Omid XXXXXXX

FROM :

FAX NO. :

Jun. 11 2003 10:54AM P1

**HONDA**

Financial Services

MAY 22, 2003

SILVA M  
P.O. BOX  
TARZANA CA

RE- YOUR LOAN NUMBER 101 5181267

Dear SILVA M :

Thank you for financing your ACCORD purchase with Honda Finance. Your account is now paid in full and this letter will serve as official notice for your records.

We hope that you will consider using Honda Finance to finance or lease your next Honda or Acura product.

Sincerely,

HONDA FINANCE  
Customer Service Representative

Los Angeles Regional Branch

American Honda Finance Corporation P.O. Box 6070, Cypress, California 90630-0070 (714) 816-8100



FROM :

FAX NO. :

Jun. 11 2003 10:55AM P2

**HONDA**  
Financial Services

Dear Valued Customer:

American Honda Finance Corporation (AHFC) would like to thank you for your business.

Now that you have completed the terms of your contract, AHFC will notify the Department of Motor Vehicles (DMV) that your loan agreement has been paid in full, authorizing the DMV to release a Certificate of Title to you.

You can expect to receive a lien free title in the mail within 10 business days from the date AHFC receives your final loan payment. Your title will be sent directly to you by the DMV via the U.S. Postal Service. This service is provided to you by AHFC at no extra cost and waives all normal DMV processing fees.

Thank you for doing business with AHFC. We look forward to accommodating your future Honda and Acura financing needs.

Sincerely,

AMERICAN HONDA FINANCE CORPORATION

FROM :

FAX NO. :

Jun. 26 2003 07:31PM P1

Your liability for this vehicle may not be released if you submit illegible or incomplete information.

PRINT YOUR CHARACTERS IN CAPITAL LETTERS USING BLACK OR BLUE INK-READ INSTRUCTIONS ON REVERSE SIDE.

ABCDEFGHIJKLMN OPQRSTUVWXYZ 0123456789

FOR MOTOR VEHICLE REGISTRATION USE ONLY

NOTICE OF RELEASE OF LIABILITY  
MAIL THIS FORM TO DMV

A. BUYER'S TRUE FULL NAME (LAST) (FIRST) (MIDDLE) B. IF DEALER, CHECK BEL W

C. BUYER'S ADDRESS D. ODOMETER READING

E. CITY STATE ZIP CODE F. DATE OF SALE MO. DAY YR.

G. SELLER'S TRUE FULL NAME (LAST) (FIRST) (MIDDLE)

H. SELLER'S ADDRESS I. SELLING PRICE

J. CITY STATE ZIP CODE K. SELLER'S SIGNATURE

VEHICLE ID NUMBER YR MODEL MAKE PLATE NUMBER

JHMCF86482C000459 2002 HOND 4ZKU159

REG. FORM (REV. 11/97)

DO NOT DETACH UNTIL SOLD

**STATE OF CALIFORNIA**  
**CERTIFICATE OF TITLE**

VEHICLE HISTORY

VEHICLE ID NUMBER: JHMCF86482C  
2002 HOND  
PLATE NUMBER: 4ZKU159

REGISTRATION EXPIRATION DATE: 10/02/2003

ISSUE DATE: 06/17/03

REGISTERED OWNER(S): SILVA  
TARZANA CA

ACTUAL MILEAGE: 15,111

**VOID WITHOUT BEAR WATERMARK. HOLD TO LIGHT TO VIEW.**

I certify under penalty of perjury under the laws of the State of California that the SIGNATURE(S) BELOW RELEASES INTEREST IN THE VEHICLE

DATE: 06/26/2002 SIGNATURE OF REGISTERED OWNER: [Signature]

Federal and State law requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

The odometer now reads 15,111 (months) miles and to the best of my knowledge reflects the actual mileage unless one of the following statements is checked.

WARNING:  Odometer reading is not the actual mileage.  Mileage exceeds the odometer mechanical limits.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATE: 06/26/2002 TRANSFEREE(S) SIGNATURE(S): [Signature]

DATE: 06/26/2002 TRANSFEREE(S) SIGNATURE(S): [Signature]

**IMPORTANT READ CAREFULLY**  
Any change of lienholder (holder of security interest) must be reported to the Department of Motor Vehicles within 10 days.

LIENHOLDER(S):

2. X  
Signatory releases interest in vehicle. (Company names must be countersigned)  
Release Date: 06/26/2002

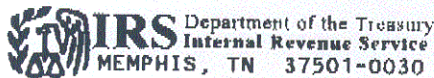
000732 CA 71364 REG. 12.30 (REV. 10/02)

KEEP IN A SAFE PLACE. VOID IF ALTERED.



004533

200112 SBT



Notice Number: CP 504

Notice Date: 12-09-2002

SSN/EIN:

Caller ID:

7105 5678 7189 3822



PATRICK

ORMOND BEACH FL



\*386605590

### Urgent !!

**We intend to levy on certain assets. Please respond NOW.**

(To avoid additional penalty and interest, pay the amount you owe within ten days from the date of this notice.)

Our records indicate that you haven't paid the amount you owe. The law requires that you pay your tax at the time you file your return. This is your notice, as required by Internal Revenue Code Section 6331(d), of our intent to levy (take) any state tax refunds that you may be entitled to if we don't receive your payment in full. In addition, we will begin to search for other assets we may levy. We can also file a Notice of Federal Tax Lien, if we haven't already done so. **To prevent collection action, please pay the current balance now.** If you've already paid, can't pay, or have arranged for an installment agreement, it is important that you **call us immediately** at the telephone number shown below.

### Account Summary

Form: 1040

Tax Period: 12-31-2001

Current Balance:	\$2,742.40
Includes:	
Penalty:	\$99.72
Interest:	\$92.60
Last Payment:	\$0.00

For information on your penalty & interest computations, you may call 1-800-829-8815.

Questions? Call us at **1-800-829-8815**

See the enclosed Publication 594, The IRS Collection Process, and Notice 1219B, Notice of Potential Third Party Contact, for additional information.

Please mail this part with your payment, payable to United States Treasury.

Notice Number: CP 504

Notice Date: 12-09-2002

write on your check:

1040

12-31-2001

Amount Due:

\$2,742.40

Internal Revenue Service  
MEMPHIS, TN 37501-0030

PATRICK

ORMOND BEACH FL





Authorization UCC §§ 1-103, 1-104, 1-201(4)(28)(30), 3-103(a)(6), 3-104(a)(b)

No. PD-121003

[X] Documentary Draft [X] Registered #:   
 [X] Bill of Exchange [X] Authority: Public Policy--House Joint Resolution 192 of June 5, 1933   
 [X] Other: Acceptance [X] Voucher #: "December 8, 2002" (re "no. )   
 [X] Certification #:   
 [X] Attachments: IRS PRESENTMENT #CP 504

Remit at Par

January 10, 2003

**CERTIFIED FUNDS**

Pay to the   
 Order of: UNITED STATES TREASURY   
 MEMPHIS, TN 37501-0030

\$2,742.42\*\*\*\*\*

Two Thousand Seven Hndred Fourty-Two 42/100-----Dollars



Payable through:   
 PATRICK (UCC situs--not for correspondence)   
 ORMOND BEACH FL

Authorized Signature

Reference: prepaid personal item; exchange acknowledgement

This draft is an offer of tender and discharges the obligation per UCC §§ 1-103, 1-104, 3-603(a)(b), and Public Policy--House Joint Resolution 192 of June 5, 1933.

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES AN ARTIFICIAL WATERMARK. HOLD AT ANGLE TO VIEW.

International (t)

No. PD-121003

DATE	ACCOUNT NO.	AMOUNT	PREVIOUS BALANCE	CURRENT BALANCE
01-10-03		\$2,742.40	\$2,742.40	---\$0.00---

**MEMORANDUM**

**Fiduciary Collector:** Post the uncollected funds into the asset column of this account and charge the offer and acceptance for settlement; prepaid and exempt when entered in the post-closing balance.

This statement constitutes Maker's order to pay this instrument upon presentment and indorsement,

As an operation of law, Payee tacitly consents and agrees that there is accord and satisfaction by use of this instrument to satisfy Payee's claim and Maker is hereby discharged from liability on this alleged account and the obligation is suspended in accordance with law as codified at UCC §§ 3-310(b), 3-311, 3-603, and Public Policy at House Joint Resolution 192 of June 5, 1933.

Maker does not waive timeliness. However, if Payee needs additional time, Payee must present Maker with a written request for additional time within a reasonable time, setting forth the reasons Payee requests an extension of time, with good cause shown. The acceptability of any such request received by Maker from Payee is conditional upon approval by Maker.

In the event this instrument is not presented for payment within a reasonable period of time, and there has been no request for an extension of time with good cause shown, Payee tacitly consents and agrees that Maker has satisfied/discharged the debt claim re this alleged account.

Payee tacitly consents and agrees that Payee has a duty to prevent this debt claim/monetary obligation from damaging Maker in any way, and that Payee confesses judgment and Maker reserves the right to initiate a counterclaim against Payee, and file a claim against the bond of any responsible party, including Payee and all principals, agents, and assignees of Payee, whose acts/omissions result in tort damages against Maker.

For questions regarding this draft, contact the maker by written correspondence:

PATRICK   
 ORMOND BEACH FL



Date: January 10, 2003

**Recording Requested by, and  
When Recorded Return to:**

In care of:

Patrick Doe®  
1234 Private Home Location  
Ormond Beach [Postal Zip]  
Florida Republic

**This notice is binding upon every principal and agent re the subject matter set forth herein**

Via United States Post Office Registered Mail Article No. RB964375XXXUS

For: INTERNAL REVENUE SERVICE, d.b.a. a Debt Collector, hereinafter "Debt Collector"  
MEMPHIS, TN 37501-003

Re: Alleged Creditor: DEPARTMENT OF TREASURY  
Alleged Account No.: XXX-XX-XXXX  
Alleged Amount Due: \$2,742.40

Subject: Offer of Performance

---

**OFFER OF PERFORMANCE**

---

1. This Offer of Performance is tendered in good faith as full satisfaction of the claim referenced above, with the intent of extinguishing any alleged debt, duty, obligation, liability, and the like intended as obligating Respondent, PATRICK DOE®, named in the hereinabove-referenced Presentment, a copy of which is attached herewith, made fully part hereof, and included herein by reference.
2. Concerning this Offer of Performance, hereinafter "Offer," re alleged account XXX-XX-XXXX, Debt Collector may:
  - (a) Accept this Offer;
  - (b) Reject this Offer;
  - (c) Object regarding the mode of this Offer.
3. This Offer of payment of that certain sum of money that Debt Collector alleges/asserts, via Presentment, constitutes Respondent's debt, duty, obligation, and liability, including interest and penalties, is made dependent upon performance by Debt Collector of Conditions Precedent concerning which Respondent/Offeror is entitled by the fundamental principles of American Jurisprudence and law; namely, provision by Debt Collector of verification<sup>1</sup> of the alleged debt, accompanied by documentary evidence establishing the factual basis for Debt Collector's claim for payment asserted within Debt Collector's above-referenced Presentment, i.e. validation of Debt Collector's right for collecting the alleged debt by providing the requisite verification, including:
  - (a) Copies of all agreements of assignment, negotiation, transfer of rights, and the like, and indicating whether Debt Collector is the current owner, assignee, holder, holder in due course, etc., with evidence of Respondent's consent with any such agreement if a novation;
  - (b) All relative commercial instruments, contracts, and the like containing Respondent's bona fide signature (subjective theory);
  - (c) Any evidence of an exchange of a benefit, as well as exchange of a detriment (implied contract);
  - (d) Any evidence of any series of external acts giving the objective semblance of agreement (objective theory);

---

1. **Verification.** Confirmation of correctness, truth, or authenticity, by affidavit, oath, or deposition. Affidavit of truth of matter stated and object of verification is to assure good faith in averments or statements of party. Black's Law Dictionary, Sixth Edition.

- (e) All other documentary evidence between Respondent and Debt Collector that Debt Collector relies upon in making Debt Collector's presumptive claim;
  - (f) Name and address of original creditor; and
  - (g) A certified copy of any judgment.
4. Respondent/Offeror expects a response re this Offer within a reasonable period of time of receipt of this Offer, which is hereby set at twenty-one (21) days, not counting day of service.
  5. Respondent/Offeror does not waive timeliness. If additional time is needed, however, Debt Collector must make a request in writing before expiration of said twenty-one- (21) day period described above in paragraph "4," setting forth Debt Collector's reasons for requesting such extension of time with good cause shown. Respondent/Offeror will consider any such request for extension of time, the granting of which, however, is conditioned solely upon the decision of Respondent/Offeror.
  6. Respondent/Offeror hereby gives Debt Collector notice that, as an operation of law as codified at California Civil Code § 1485 and California Code of Civil Procedure § 2074, respectively:
    - (a) An obligation is extinguished by an offer of performance, made in conformity with the rules prescribed, and with the intent of extinguishing the obligation;
    - (b) An offer in writing for paying a particular sum of money, as well as for delivering a written instrument/specific personal property, is, if not accepted, the equivalent of the actual production and tender of the money/instrument/property.
  7. In event that Debt Collector does not respond re this Offer within the prescribed time limit for response, and there has likewise been no request for extension of time, with good cause shown therein, within said time period, then Debt Collector tacitly agrees that Debt Collector has no bona fide, lawful, verifiable claim re this alleged account, that Debt Collector waives any and all claims against Respondent, and that Debt Collector tacitly agrees that Debt Collector must compensate Respondent for all costs, fees, and expenses incurred defending against any collection attempts by Debt Collector re the above-referenced alleged account.
  8. Respondent also expressly includes with this Offer of Performance, "Debt Collector Disclosure Statement," attached herewith, made fully part hereof, and included herein by reference, for ensuring that Debt Collector clearly and conspicuously makes all required disclosures in writing in accordance with applicable portions of *Truth in Lending (Regulation Z)* 12 CFR 226. Debt Collector Disclosure Statement must be completed by Debt Collector and received by Respondent within twenty-one (21) days of Debt Collector's receipt of this Offer of Performance if Debt Collector wishes Debt Collector's claim considered by Respondent.
  9. Debt Collector also tacitly consents and agrees that Debt Collector has a duty for preventing this alleged account from damaging Respondent in any way. Debt Collector confesses judgment and Respondent reserves the right for:
    - (a) Initiating a counterclaim against Debt Collector,
    - (b) Filing claim against the bond of any responsible party, including Debt Collector and all principals, agents, and assignees of Debt Collector, whose acts/omissions result in tort damages against Respondent/Offeror.
  10. Due process of law is guaranteed both alleged debtor and Secured Party and is codified at 18 USC §§ 1581, 242, 241, 4, at 15 USC § 1692, and elsewhere.

Dated: January 10, 2003

Signed:

---

Respondent/Offeror

Witness... .. Witness...

**VERIFICATION OF TENDER OF PAYMENT and  
NOTICE OF RESERVATION OF RIGHT FOR INITIATING COUNTERCLAIM and  
FOR FILING CLAIM AGAINST BOND**

Introductory Certification

The Undersigned, PATRICK DOE<sup>®</sup>, hereinafter "Declarant," does herewith solemnly swear, declare, and state that:

1. Declarant can competently state the matters set forth herewith.
2. Declarant has personal knowledge of the facts stated herein.
3. Declarant has read and signed this Verification of Tender of Payment and Notice of Reservation of Right for Initiating Counterclaim and For Filing Claim Against Bond, hereinafter "Tender and Reservation of Right."

Plain Statement of Facts

4. This Tender and Reservation of Right is not interposed for purpose of delay.
5. This Tender and Reservation of Right does not prejudice INTERNAL REVENUE SERVICE in this matter.
6. Declarant does not join in any merits of Presentment of INTERNAL REVENUE SERVICE, d.b.a., a Debt Collector.

Verification and Certification

7. The Undersigned Declarant, PATRICK DOE<sup>®</sup>, i.e. Declarant, does herewith swear, declare, and affirm that Declarant executes this Tender and Reservation of Right with sincere intent, that Declarant can competently state the matters set forth herein, that the contents are true, correct, complete, and certain, not misleading, and the truth, the whole truth, and nothing but the truth as per the best of Declarant's knowledge and understanding.

Further Declarant saith naught.

Dated: January 10, 2003

Signed:

\_\_\_\_\_  
PATRICK DOE<sup>®</sup>, Declarant

Witness ... ..

Witness ... ..



**DEBT COLLECTOR INTEROGOTORIES**  
**Re "Offer of Performance"**

This statement and the answers contained herein may be used by Respondent, if necessary, in any court of competent jurisdiction.

Notice: This Debt Collector Disclosure Statement is not a substitute for, nor the equivalent of, the hereinabove-requested verification of the record, i.e. "Confirmation of correctness, truth, or authenticity, by affidavit, oath, or deposition" (Black's Law Dictionary, Sixth Edition, 1990), re the alleged debt, and must be completed in accordance with the *Fair Debt Collection Practices Act*, 15 USC §1692g, applicable portions of *Truth in Lending (Regulation Z)*, 12 CFR 226, and demands as cited above in Offer of Performance. Debt Collector must make all required disclosures clearly and conspicuously in writing re the following:

1. Name of Debt Collector: .....
2. Address of Debt Collector: .....
3. Name of alleged Debtor: .....
4. Address of alleged Debtor: .....
5. Alleged Account Number: .....
6. Alleged debt owed: \$.....
7. Date alleged debt became payable: .....
8. Re this alleged account, what is the name and address of the alleged Original Creditor, if different from Debt Collector?  
.....
9. Re this alleged account, if Debt Collector is different from alleged Original Creditor, does Debt Collector have a bona fide affidavit of assignment for entering into alleged original contract between alleged Original Creditor and alleged Debtor?  
YES NO
10. Did Debt Collector purchase this alleged account from the alleged Original Creditor? YES NO N/A (Not Applicable)
11. If applicable, date of purchase of this alleged account from alleged Original Creditor, and purchase amount:  
Date: ..... Amount: \$.....
12. Did Debt Collector purchase this alleged account from a previous debt collector? YES NO N/A
13. If applicable, date of purchase of this alleged account from previous debt collector, and purchase amount:  
Date: ..... Amount: \$.....
14. Regarding this alleged account, Debt Collector is currently the:  
(a) Owner; (b) Assignee; (c) Other – explain: .....
15. What are the terms of the transfer of rights re this alleged account? .....
16. If applicable, transfer of rights re this alleged account was executed by the following method:  
(a) Assignment; (b) Negotiation; (c) Novation; (d) Other – explain:.....

17. If the transfer of rights re this alleged account was by assignment, was there consideration? YES NO N/A
18. What is the nature and cause of the consideration cited in # 17 above? ... ..  
 ... ..  
 ... ..
19. If the transfer of rights re this alleged account was by negotiation, was the alleged account taken for value?  
 YES NO N/A
20. What is the nature and cause of any value cited in #19 above? ... ..  
 ... ..
21. If the transfer of rights re this alleged account was by novation, was consent given by alleged Debtor? YES NO N/A
22. What is the nature and cause of any consent cited in # 21 above?... ..  
 ... ..
23. Has Debt Collector provided alleged Debtor with the requisite *verification* of the alleged debt as required by the *Fair Debt Collection Practices Act*? YES NO
24. Date said verification cited above in # 23 was provided alleged Debtor: ... ..
25. Was said verification cited above in # 23 in the form of a sworn or affirmed oath, affidavit, or deposition? YES NO
26. Verification cited above in # 23 was provided alleged Debtor in the form of: OATH AFFIDAVIT DEPOSTION
27. Does Debt Collector have knowledge of any claim(s)/defense(s) re this alleged account? YES NO
28. What is the nature and cause of any claim(s)/defense(s) re this alleged account? ... ..
29. Was alleged Debtor sold any products/services by Debt Collector? YES NO
30. What is the nature and cause of any products/services cited above in # 29? ... ..  
 ... ..
31. Does there exist a verifiable, bona fide, original commercial instrument between Debt Collector and alleged Debtor containing alleged Debtor's bona fide signature? YES NO
32. What is the nature and cause of any verifiable commercial instrument cited above in # 31? ... ..  
 ... ..
33. Does there exist verifiable evidence of an exchange of a benefit or detriment between Debt Collector and alleged Debtor?  
 YES NO
34. What is the nature and cause of this evidence of an exchange of a benefit or detriment as cited above in # 33?  
 ... ..
35. Does any evidence exist of verifiable external act(s) giving the objective semblance of agreement between Debt Collector and alleged Debtor? YES NO
36. What is the nature and cause of any external act(s) giving the objective semblance of agreement from #35 above?  
 ... ..
37. Have any charge-offs been made by any creditor or debt collector regarding this alleged account? YES NO
38. Have any insurance claims been made by any creditor or debt collector regarding this alleged account? YES NO

- 39. Have any tax write-offs been made by any creditor or debt collector regarding this alleged account? YES NO
- 40. Have any tax deductions been made by any creditor or debt collector regarding this alleged account? YES NO
- 41. Have any judgments been obtained by any creditor or debt collector regarding this alleged account? YES NO
- 42. At the time the alleged original contract was executed, were all parties apprised of the meaning of the terms and conditions of said alleged original contract? YES NO
- 43. At the time the alleged original contract was executed, were all parties advised of the importance of consulting a licensed legal professional before executing the alleged contract? YES NO
- 44. At the time the alleged original contract was executed, were all parties apprised that said alleged contract was a private credit instrument? YES NO

Debt Collector's failure, both intentional and otherwise, in completing/answering points "1" through "44" above and returning this Debt Collector Disclosure Statement, as well as providing Respondent with the requisite *verification* validating the hereinabove-referenced alleged debt, constitutes Debt Collector's tacit agreement that Debt Collector has no verifiable, lawful, bona fide claim re the hereinabove-referenced alleged account, and that Debt Collector tacitly agrees that Debt Collector waives all claims against Respondent and indemnifies and holds Respondent harmless against any and all costs and fees heretofore and hereafter incurred and related re any and all collection attempts involving the hereinabove-referenced alleged account.

Declaration: The Undersigned hereby declares under penalty of perjury of the laws of this State that the statements made in this Debt Collector Disclosure Statement are true and correct in accordance with the Undersigned's best firsthand knowledge and belief.

\_\_\_\_\_ Date

\_\_\_\_\_ Printed name of Signatory

\_\_\_\_\_ Official Title of Signatory

\_\_\_\_\_ Authorized Signature for Debt Collector

Debt Collector must timely complete and return this Debt Collector Disclosure Statement, along with all required documents referenced in said Debt Collector Disclosure Statement. Debt Collector's claim will not be considered if any portion of this Debt Collector Disclosure Statement is not completed and timely returned with all required documents, which specifically includes the requisite *verification*, made in accordance with law and codified in the *Fair Debt Collection Practices Act* at 15 USC §1692 et seq., and which states in relevant part: "A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt," which includes "the false representation of the character, or legal status of any debt," and "the threat to take any action that cannot legally be taken," all of which are violations of law. If Debt Collector does not respond as required by law, Debt Collector's claim will not be considered and Debt Collector may be liable for damages for any continued collection efforts, as well as any other injury sustained by Respondent. Please allow thirty (30) days for processing after Respondent's receipt of Debt Collector's response.

Hi Jason,

Just wanted to drop you a follow up note to let you know that the Response you prepared for me back in January regarding the IRS surely must have been successful because I haven't heard another word from them. It has certainly been much longer than the 21 days they were given in the offer of performance and, as I stated, there has been no contact from the IRS and no further attempt to collect anything from me. Thanks again for your help, you're a real blessing.

Patrick

Law Offices of  
Michael P. Margelefsky, LLC  
709 Madison Ave., Ste. 301  
419-244-4200

June 5, 2003

53543-1

JASON WHITNEY

WOODLAND HLS, CA.  
|||

RE: CRB

REFERENCE NUMBER: 94432

AMOUNT: \$155.22

TOTAL                      \$155.22

Dear JASON WHITNEY,

Our office has received your letter regarding the above referenced account.

We have reviewed the information you have provided to us and in lieu of sending the requested information we are closing our file on your account. All collection activity by this office will cease.

This communication is from a debt collector. This is an attempt to collect a debt. Any information obtained will be used for that purpose.

Sincerely,

Account Representative  
Law offices of  
Michael P. Margelefsky

MPM/706

This is a success story of a man named Mark who paid off his mortgage using the materials in Cracking the Code. This document contains a letter from the bank thanking him for his payoff and even includes a refund check because he sent them too much money.



**Bank of America**



Bank of America Mortgage  
475 CrossPoint Parkway  
PO Box 9000  
Getzville, NY 14068-9000

October 04, 2001

Mark

Loan Number 120056  
Property

Dear Bank of America Mortgage Customer:

Please call me when you receive this letter. I am the supervisor of the payoff area at Bank of America in the Buffalo center. My phone number is 716. . We need to discuss the item that was sent for the payoff of the above mentioned loan.

Should you have any questions, please contact Customer Service at  
Thank you.

Sincerely,

SAMUEL

PY015 I2N



Bank of America



SEPTEMBER 26, 2001

Bank of America Mortgage  
475 CrossPoint Parkway  
PO Box 9000  
Getzville NY 14068-9000

Mark

1137



Loan Number 1200

Dear Valued Customer:

Congratulations! Your mortgage has been paid in full in accordance with the terms of your mortgage agreement.

We would like to remind you of the steps involved in assuming full ownership of the property, if applicable.

If your property taxes had previously been paid through your escrow account, you now assume full responsibility for payment of your property tax bills. It is necessary that you contact your tax office(s) to verify your correct mailing address so that future property tax bills will be sent directly to you without delay.

Bank of America Mortgage has also notified your homeowner's insurance agent that your mortgage is paid-in-full and we are no longer responsible for payment of your annual homeowner's insurance premium. Please contact your insurance agent to report the address you wish to have future insurance premium billings sent.

Your release documents are being processed and will be mailed to your county clerk, or appropriate party for recordation. The county will be instructed to mail the recorded document(s) to the address above. If the address is not your current mailing address, please contact our Customer Service Department at the number below as soon as possible with the correct address.

If for any reason the funds due under the note do not clear, the loan is not considered to be paid-in-full and the release documents will not be mailed until we receive all funds due.

If you have any questions about the payoff of your mortgage loan, please call our Customer Service Department at

Sincerely,

Holly M. Jarmusz  
Lien Release Supervisor

Bank of America Mortgage is a division of Bank of America, N.A.



PO Box 9000  
Getzville, NY 14068-9000



**Short Year Escrow Account Disclosure Statement**  
**Analysis Date 10/09/2001**

Bank of America Mortgage  
Customer Service 1.800.285.6000  
TDD 1.800.300.6407

Loan 12005

MARK

000568



This statement is being provided because either your loan has been paid in full or the escrow account has been released. The chart below itemizes the actual activity that has occurred in your escrow account from 09/2001 through 10/2001 based on your last escrow account statement. Previous projections of payments and disbursements are next to the actual activity. \$213.90 was your monthly mortgage payment, of which \$59.65 was for your escrow account.

**Account History**

Month Received	Payments		Disbursements		Description	Previous Projected Escrow Account Balance	Actual Escrow Account Balance
	Previous Projections	Actual Activity	Previous Projections	Actual Activity			
					Beginning Bal	\$243.60	\$124.30
September	\$48.72	\$24.57 *				\$292.32	\$148.87
October	\$48.72	*		\$148.87 *	CUSTOMER REFUND	\$341.04	\$ .00

An asterisk (\*) beside an amount indicates a difference from projected activity either in the amount or the date. Your Tax and Interest Statement (IRS form 1098) for this year will be mailed to you by January 31st of next year.

On behalf of Bank of America, we appreciate the opportunity to service your loan.



Bank of America



Bank of America Mortgage  
475 CrossPoint Parkway  
Getzville, NY 14068

Bank of America 173  
Bank of America, N.A.  
DISBURSEMENT CLEARING IV  
PIF R01 1200567012  
1200567012

68-0001  
0510

CHECK NO.  
019097

MO/DAY/YR  
10/09/2001

AMOUNT  
\$\*\*\*\*\*148.87  
VOID IF NOT CASHED WITHIN 180 DAYS

FOR PAYMENT OF ESCROW TO MORTGAGOR  
\*\*ONE HUNDRED FORTY EIGHT AND 87/100 DOLLARS\*\*

PAY TO  
THE ORDER  
OF

MARK



*Catherine L. Lopez*  
AUTHORIZED SIGNATURE

*H. Randall Chestnut*

⑈014097⑈ ⑆051000017⑆ 4123079529⑈



Barry L. of Texas originally approached BBCOA to have his UCC Financing statement prepared. Upon completion of his filing he then contacted our office once again for the purpose of terminating an outstanding student loan debt in the amount of \$20,125.57.

Barry explained that he recently received a letter from the Social Security Administration informing him that they would be levying \$100.00 per month from his benefits due to the non payment of his student loan. After Barry sent the alleged creditor (Van Ru Credit Corporation a debt collector) his paperwork "Offer of Performance / Tender of Payment" the balance was zeroed out and in addition the phone calls that Barry had been receiving everyday for the last 17 years stopped immediately.

Please check out Barry's hand written letter for further details.


Van Ru Credit Corporation  
4415 S. Wendler Dr., Ste. 200




August 22, 2002

Barry   


CLIENT: EDFUND  
ACCOUNT: L87011171-  
FILE#: 10241710  
BALANCE: \$20,125.57

Dear Barry 

At this time Van Ru Credit Corporation, in cooperation with EDFUND, has been authorized to accept one payment of \$20,125.57 on the above-mentioned account. Your payment must reach our office by 9/5/02 in order to maintain this agreement.

We have a wide variety of payment options available for you. Please call  2333 immediately, as we will need verification that these funds are on the way.

This communication is from a debt collector attempting to collect a debt and any information obtained will be used for that purpose.

If you need further assistance, do not hesitate to contact us.

Sincerely, 

Keenan   
Collections Manager  
Van Ru Credit Corporation, 

From: BARRY L.

20 Dec '02

To: Jason Whitney  
BBCoA

This is FYI, to update you on the outcome of the letter you prepared for the Treasury Department. Apparently this was wasted effort on your part. The Treasury sent me the enclosed letter informing me that it isn't their job - man... contact the lender.

I did find out from two separate Treasury employees that my debt/student loan is paid in full and my name/account has been removed from the offset program. So, it is a "done deal" and the monkey is off my back. Thanks again. Oh, please explain (again) to John S. that we victimize no one when we resolve debts via draft. <sup>BL</sup> He doesn't 'get it', and doesn't listen anymore.

Tanjareen approached UCCSG for the purpose of discharging an outstanding unsubstantiated student loan debt claim which had been a rock in her shoe for quite a while.

Tanjareen tendered an Offer of Performance accompanied by a bill of exchange/documentary draft in the amount of \$34,249.47 which was the alleged debt claimed delinquent.

Please note page 3 which states in part "Congratulations!"  
Tanjareen has had no further communication from the Alleged Creditor/Lender nor the Debt Collection Agency that was sending her presentments re the Alleged student loan.





# FINAL NOTICE

Statement Date: 07/14/02

Current Holder (Creditor): SUNTRUST BANK

We hereby demand full payment of your loan(s). Your loan(s) will be declared in default 30 days from the date of this letter. To avoid serious consequences, you must send your payment today.

As a result of your continued failure to pay the required monthly installments, the option to accelerate the maturity of your promissory note(s), as provided by the terms, is hereby exercised.

The entire unpaid balance of \$34,249.47 (principal and interest) is herewith demanded within 30 days of the date of this notice.

If you fail to comply with this final demand, your loan(s) will be declared in default and assigned to the agency that guaranteed your loan(s) for collection. The agency will report your default to all national credit bureaus, thereby severely damaging your credit rating and restricting your future credit opportunities. They may also assign your loan(s) to the Federal Government for litigation.

You must resolve this situation at once. If you are unable to repay your loan(s) in full immediately, please contact us today toll-free at 1-800-835-3411 so we can help you work out satisfactory arrangements.

In accordance with the terms of your loan(s), your variable interest rate has changed as indicated above which may effect your monthly payment amount.

A copy of this notice has been sent to any co-makers and/or co-signers of this loan.

DETACH HERE AND RETURN LOWER PORTION WITH YOUR PAYMENT

DEMP Address or Phone Number change?   
Check box and write your new address and/or phone number on back.

**AFSA Data Corporation**  
P.O. BOX 7051  
UTICA, NY 13504-7051



Account Number	
CG550A 621-05-768-1	
Payment Due Date	Please Pay This Amount
NOW	34,249.47
AFSA	

Make Check Payable to

TANJAREEN C  
SUNSET BLVD # 1201  
CA 90

P.O. BOX 9001560  
LOUISVILLE, KY 40290-1560



Amount Paid

413175501166210577681134249474

- \* Include the coupon and make sure the address appears properly through the return envelope window.
- \* Do not send cash
- \* Write account number on your check

November 5, 2002

TANJAREEN C  
SUNSET BLVD # 1201  
CA

TANJAREEN C  
SSN:

It has come to our attention that your Federal Stafford Student Loan payments are past due. If you have already brought your loan(s) current by making payments, please disregard this letter. However, if you are having difficulty making your student loan payments, contact your lender.

Each day your loan is delinquent you become closer to losing the options available to you. The **consequences of default** include the following:

- Loss of monthly payment, deferment, and forbearance options
- Loss of further federal and state student financial aid (grants and loans)
- Damage to your credit rating or enduring possible wage garnishment

**Here are some important tips:**

- Have you moved or changed your name?

Contact your lender or servicer every time your address changes. An incorrect address is one of the leading causes of default.

- Are you looking for financial planning tools or ways to save money on your student loan?

Check out EDFUND's online financial planning guide, EDWISE, at [www.edwise.org](http://www.edwise.org). EDWISE offers ways to save money while in school and after graduation. Additionally, it describes repayment options, deferments, and borrower benefit programs. To learn more about the borrower benefits you might qualify for, contact your lender or servicer.

- Are you having difficulty with your monthly payment?

There are several options available, including changing your repayment plan or temporarily postponing repayments with a deferment or forbearance. Contact your lender or servicer for assistance. You can also contact EDFUND at 800/298-9490.

Our goal at CSUN is to provide the information and resources that will assist you with any questions that you may have in regards to your student loan debt. For your benefit, we have included some important contacts that are best suited to provide this assistance.

EDFUND (your student loan guarantor) [www.edfund.org](http://www.edfund.org)  
National Student Loan Database [www.nslds.ed.gov](http://www.nslds.ed.gov)



December 9, 2002

TANJAREEN C  
SUNSET BLVD # 1201  
CA

MARTIN TANJAREEN C:  
SSN: [REDACTED]

Congratulations! We recently received notification that your delinquent student loan status resolved with your student loan servicer or lender. We want to recognize your efforts and hard work in resolving this matter. Repaying on your student loan is an easy way to establish good credit. By resolving this issue you have successfully avoided many potential difficulties with your financial future.

Our goal at CSUN is to provide the information and resources that will assist you with any questions that you may have in regards to your student loan debt. For your benefit, we have included some important contacts that are best suited to provide this assistance.

EDFUND (your student loan guarantor) [www.edfund.org](http://www.edfund.org)  
National Student Loan Database [www.nsls.ed.gov](http://www.nsls.ed.gov)

***Here are some important tips:***

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Contact your lender or servicer every time your address changes. An incorrect address is one of the leading causes of default.

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Check out EDFUND's online financial planning guide, EDWISE, at [www.edwise.org](http://www.edwise.org). EDWISE offers ways to save money while in school and after graduation. Additionally, it describes repayment options, deferments, and borrower benefit programs. To learn more about the borrower benefits you might qualify for, contact your lender or servicer.

- Are you having difficulty with your monthly payment?

There are several options available, including changing your repayment plan or temporarily postponing repayments with a deferment or forbearance. Contact your lender or servicer for assistance. You can also contact EDFUND at 800/298-9490.

Congratulations again on your hard work!

SUPERIOR COURT OF THE STATE OF CALIFORNIA NORTHWEST DISTRICT-VAN NUYS COURT COUNTY OF LOS ANGELES		FOR COURT USE ONLY
PLAINTIFF	: HERNANDEZ, M VS	
DEFENDANT	: GORSKA, M	
JUDGMENT - FAILURE TO APPEAR		CASE NUMBER 02B0

In Div/Dept 107 ,  
Honorable PATRICIA GORNER SCHWARTZ , COMMISSIONER Presiding.

The court, after having considered the evidence, found the amount of rent due the plaintiff(s) to be \$ .00, and assessed the statutory damages for the unlawful detainer at \$ .00, and ordered the following judgment:  
It is adjudged that on the complaint

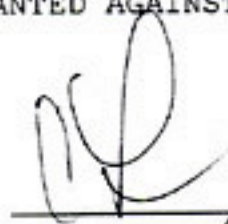
Plaintiff(s):  
M HERNANDEZ  
TRUSTEE FOR VANTAGE AVENUE TRUST

recover from defendants

M GORSKA  
the restitution and possession of those premises situated in the County of Los Angeles, State of California, and more particularly described as:

and the sum of \$ .00 and \$ .00 , attorney fees with costs as provided by law in the sum of \$ .00

JUDGMENT FOR POSSESSION IS GRANTED AGAINST ALL OCCUPANTS PURSUANT TO 415.46 CCP.



C. LUTZ

Deputy Clerk

FILED AND ENTERED  
ON 8/02/02  
JOHN A. CLARKE  
CLERK OF THE ABOVE NAMED COURT

By: C. LUTZ , Deputy



SUPERIOR COURT OF THE STATE OF CALIFORNIA NORTHWEST DISTRICT-VAN NUYS COURT COUNTY OF LOS ANGELES	FOR COURT USE ONLY F I L E D SUPERIOR COURT 8/02/02
PLAINTIFF :HERNANDEZ, M VS DEFENDANT :GORSKA, M	JOHN A. CLARKE, CLERK
CLERK'S NOTICE OF ENTRY OF JUDGMENT AND NOTICE RE EXHIBITS/DEPOSITIONS	CASE NUMBER 02B

To the parties and their attorneys of record: You are hereby notified that the attached copy of the judgment in the above entitled cause was entered on 8/02/02. Further, Exhibits/Depositions, if any, will be disposed of at the end of 60 days from expiration of appeal time.

JOHN A. CLARKE, Clerk

By: \_\_\_\_\_, Deputy  
 CANDACE LUTZ

CLERK'S CERTIFICATE OF SERVICE

I hereby certify that I am a Clerk of the above-named court and not a party to this cause; that I served a copy of this NOTICE and a copy of the judgment, on the below date, by placing a copy thereof in separate envelope(s) addressed to:

MR. WAYNE M  
 1600 BUREAU DRIVE, SUITE 303  
 VAN NUYS, CALIFORNIA 91411

GORSKA, M  
 1600 BUREAU DRIVE, SUITE 303  
 VAN NUYS, CALIFORNIA 91411

and by then sending said envelope(s) and depositing same with postage fully prepaid thereon, in the United States mail at VAN NUYS California, on 8/02/02.

\_\_\_\_\_  
 CANDACE LUTZ Deputy Clerk