ACCEPTANCE OF THE CORPORATE OFFER TO CONTRACT WITH FULL IMMUNITY AND WITHOUT RECOURSE-!

**FILE ON DEMAND!!!!**

**From: (enter your name)**

**To: (list the names of all parties here, include the address for each party-expand the box if necessary so that all of the information is visible)**

**We, accept your offer the contract under the following terms and conditions and this shall be construed as a counter offer, done with full immunity and without recourse with respects the undersigned and his avatar; I shall be deemed to have obtained the age of majority retroactively, and to have disaffirmed any and all contracts made in infancy! I shall be deemed and it shall be held and adjudicated that I am a competent, natural Man (if a Woman indicate such), a natural person, that my words are never to be construed liberally, but contextually. That the only law that shall apply to my person is the principles of the “Golden rule” otherwise known as *The Common Law*. Acceptance of your offer is contingent on the aforementioned and your rebutting each and every one of the proof of claim herein, point by point with facts and conclusions of the law of the land, original jurisdiction, common law, and that I and my property and my Interest are to be considered and held fully indemnified against any and all consequences as this agreement entered into is without recourse on my behalf and interest.**

**It is believed that you are a commercial entity, conducting commercial business, an entity that files COMPREHENSIVE ANNUAL FINANCIAL REPORTS inclusive of references, notes, ledgers, term definitions and by this conduct you document that you do not represent the sovereign order a private organization, engaging in private contracts to offer and subscription and/or application. I acting on my own behalf and on behalf of the US citizen choose not to enter or engage in contract unless it’s under my terms. My terms are spelled out within the body of this instrument, if you should except those/these terms in their entirety without exception and/or amendment and or augmentation, then we shall proceed. If you choose not to accept the terms of this contract, then you have subjected my person, my interests, my estate, my assets, my property to involuntary servitude, which is illegal in all venues within the borders of the United States of America, a crime for which it is punishable by imprisonment and a fine, and restitution for damage done. This shall serve as notice upon yourself and upon the agents acting in agreement and in conspiracy with you to accomplish the ends for which you presume justify the means. You are held liable under the terms of arbitration specified herein, arbitration is an administrative remedy that has not been exhausted as yet, a remedy that remains available to my person, to my interests, to my estate, with reference my property.**

1. I would therefore demand that there be a showing of cause, that a warrant, affidavit, and the contract be made to appear on the record immediately which would somehow under some felonious circumstances purport to grant the court jurisdiction.
2. PROOF OF CLAIM, that a petition for emancipation of an infant must conform to the applicable statute. Such proceedings are generally commenced by petition in writing (denial of infancy).
3. PROOF OF CLAIM, that the petition must state all the necessary jurisdictional requisites. It generally must state that the minor resides in the county in which the proceedings is brought, and that the minor is the managing his or her own affairs. A petition may however be sufficient without alleging that the relief sought will be in the interests of the minor.
4. PROOF OF CLAIM, that it is sometimes require that the petition be sworn to by some person cognizant of the facts set out in the petition. On filing of a sufficient petition the jurisdiction of the court attaches.
5. PROOF OF CLAIM, that the process sometimes must be issued in a proceeding for “removal of the disabilities of an infant”, as in other suits. Notices by publication of the filing a petition is sometimes required, but failure to do so is generally not a jurisdictional defect. Issuance or service of process may be waived.
6. PROOF OF CLAIM, that Subsection 162 **HEARING, DETERMINATION, AND JUDGMENT**; that there must generally be a hearing on an application for the removal of a minor’s disabilities at which such petition may be contested. The grant or refusal and the determination of an application is within the discretion of the court or judge (agency).
7. PROOF OF CLAIM, that the judge, in ordering removal of minor’s disabilities, has the implied authority to determine the existence of all facts on which the validity of the order depends. General rules governing evidence in civil proceedings ordinarily apply in proceedings for the removal of disabilities of infancy.
8. PROOF OF CLAIM, that the removal of the disabilities of infancy by judicial emancipation is affected by a Decree, order, or judgment which must comply with the statute and practice of the jurisdiction which it is entered. If such Decree, order, or judgment substantially follows language of the applicable statutory authority, it is sufficient.
9. PROOF OF CLAIM, that the facts giving jurisdiction to the court must plainly appear in the judgment of the court.
10. PROOF OF CLAIM, that where statutorily required, a certified copy of the Decree or order must be filed. The Decree or order, however, generally goes into effect immediately on its rendition, notwithstanding the failure to file it.
11. PROOF OF CLAIM, that IV. PROPERTY AND CONVEYANCES American law review digest, infants subsection 55, 56. Subsection 163 General considerations Generally, an infant may acquire property rights, and he or she cannot be deprived thereof except as provided by law.
12. PROOF OF CLAIM, that Generally, an infant may acquire property rights, but he or she is not regarded as capable of managing his or her property. Hence, the law does not entrust him or her with the custody or control of his or her estate.
13. PROOF OF CLAIM, that an infant may not be deprived of his or her property rights except in the molds provided by law. Also, an infant has no legal capacity irrevocably to abandon his or her property rights.
14. PROOF OF CLAIM, that Subsection 164 ADVERSE POSSESSION Generally, the statute of limitations, so far as to permit the acquisition of property by adverse possession, is suspended as against infants during their disability, or is otherwise restricted in its application.
15. PROOF OF CLAIM, that Statutes of limitations either do not begin to run against an infant until the obtaining of majority, or where infancy does not toll the statutes, the infant is allowed a statutory period after attaining majority to contest any adverse possessions which commence during infancy.
16. PROOF OF CLAIM, that the suspension of statutes of limitations against infants rest on expressed statutory provisions and not on the common law. An infant may acquire title by adverse possession in the same manner as an adult.
17. PROOF OF CLAIM, that Subsection 165 DEPOSIT AND TRANSACTIONS WITH BANKS Infants may deposit funds in bank accounts and withdraw them as if they were adults.
18. PROOF OF CLAIM, that where an infant is in absolute and lawful possession of money as his or her own property, he or she has a right to deposited it in any place for safe-keeping, as in a bank. He or she has a right to reclaim it at any time, and the person or institution so paying it to him or her assumes no risk in doing so.
19. PROOF OF CLAIM, that in the manner of depositing and withdrawing funds an infant is in the same category with an adult, subject to the same obligations, equities, and offences.
20. PROOF OF CLAIM, that Subsection 166 INTERMEDDLING WITH ESTATES OF INFANTS. Anyone who intermeddles with the property of an infant without authority is liable therefor.
21. PROOF OF CLAIM, that anyone who intermeddles with the property of an infant, without authority, is liable to account therefor. Thus, an intermeddler maybe liable for rents and profits or for any injury to the infants estate, although he or she may not be liable for such injury if his or her administration is beneficial and he or she accounts fairly.
22. PROOF OF CLAIM, that such a person may be treated by the infant as his or her guardian or Bailee, although the relationship cannot be set up for his or her own benefit against the infant owner.
23. PROOF OF CLAIM, that Subsection 167 JURISDICTION OF COURTS OVER THE ESTATES OF INFANTS Jurisdiction over the estate of an infant is inherent in equity, but it may also be vested by constitutional and statutory provisions in particular courts; the institution of proceedings affecting an infant’s property makes the infant a ward of the court, which has broad powers and the duty to protect his or her interests.
24. PROOF OF CLAIM, that **the Courts of equity have general and inherent jurisdiction over the property of infants**. Primary jurisdiction over the estate of infants may, under constitutional or statutory provisions, be vested in the probate, county, district, or other specify court.
25. PROOF OF CLAIM, that the jurisdiction can be exercised only when the court has acquired jurisdiction as to the particular infant or subject matter. The commencement of a proceeding affecting the infant’s property vest the court with jurisdiction over his or her estate, pursuant to which the court acts in loco parentis or as a guardian, and the infant becomes its ward. It is the duty of the court to safeguard the infant’s property interests with great care. In the discharge of its duty the court is not bound by the pleadings of counsel, and may act on its own motion.
26. PROOF OF CLAIM, that after the jurisdiction of the court has attached, the court has broad, comprehensive and plenary powers over the estate of the infant. It may adjudicate the rights and equities of the infant and property, and it may cause to be done whatever may be necessary to preserve and protect the infant’s estate. However, the exercising of such powers must be tempered with a reasonable limitations.
27. PROOF OF CLAIM, that the court cannot act in violation of constitutional or statutory limitations on its powers, or permit the impounding of the infants funds for the creation of a trust to deprive the infant of the right to the absolute enjoyment of the funds at majority.
28. PROOF OF CLAIM, that an infant is not competent to waive the statutory requirements enacted for his or her benefit and protection with respects to the manner in which the jurisdiction of the court may be exercised.
29. PROOF OF CLAIM, that Subsection 168 JURISDICTION OF COURTS OVER ESTATES OF INFANTS-JUDICIAL ALLOWANCES FOR SUPPORT, MAINTENANCE, AND EDUCATION. The court may order an infant’s property to be applied to the maintenance of the infant where he or she is without other means of support or education.
30. PROOF OF CLAIM, that a petition for emancipation of an infant must conform to the applicable statute. Such proceedings are generally commenced by petition in writing (denial of infancy).
31. PROOF OF CLAIM, that the petition must state all the necessary jurisdictional requisites. It generally must state that the minor resides in the county in which the proceedings is brought, and that the minor is the managing his or her own affairs. A petition may however be sufficient without alleging that the relief sought will be in the interests of the minor.
32. PROOF OF CLAIM, that it is sometimes require that the petition be sworn to by some person cognizant of the facts set out in the petition. On filing of a sufficient petition the jurisdiction of the court attaches.
33. PROOF OF CLAIM, that process sometimes must be issued in a proceeding for “removal of the disabilities of an infant”, as in other suits. Notices by publication of the filing a petition is sometimes required, but failure to do so is generally not a jurisdictional defect. Issuance or service of process may be waived.
34. PROOF OF CLAIM, that Subsection 162 HEARING, DETERMINATION, AND JUDGMENT There must generally be a hearing on an application for the removal of a minor’s disabilities at which such petition may be contested. The grant or refusal and the determination of an application is within the discretion of the court or judge (agency).
35. PROOF OF CLAIM, that the judge, in ordering removal of minor’s disabilities, has the implied authority to determine the existence of all facts on which the validity of the order depends. General rules governing evidence in civil proceedings ordinarily apply in proceedings for the removal of disabilities of infancy.
36. PROOF OF CLAIM, that the removal of the disabilities of infancy by judicial emancipation is affected by a Decree, order, or judgment which must comply with the statute and practice of the jurisdiction which it is entered. If such Decree, order, or judgment substantially follows language of the applicable statutory authority, it is sufficient. The facts giving jurisdiction to the court must plainly appear in the judgment of the court.
37. PROOF OF CLAIM, that where statutorily required, a certified copy of the Decree or order must be filed. The Decree or order, however, generally goes into effect immediately on its rendition, notwithstanding the failure to file it.
38. PROOF OF CLAIM, that IV. PROPERTY AND CONVEYANCES American law review digest, infants subsection 55, 56. Subsection 163 General considerations Generally, an infant may acquire property rights, and he or she cannot be deprived thereof except as provided by law.
39. PROOF OF CLAIM, that Generally, an infant may acquire property rights, but he or she is not regarded as capable of managing his or her property. Hence, the law does not entrust him or her with the custody or control of his or her estate.
40. PROOF OF CLAIM, that an infant may not be deprived of his or her property rights except in the molds provided by law. Also, an infant has no legal capacity irrevocably to abandon his or her property rights.
41. PROOF OF CLAIM, that Subsection 164 ADVERSE POSSESSION Generally, the statute of limitations, so far as to permit the acquisition of property by adverse possession, is suspended as against infants during their disability, or is otherwise restricted in its application.
42. PROOF OF CLAIM, that Statutes of limitations either do not begin to run against an infant until the obtaining of majority, or where infancy does not toll the statutes, the infant is allowed a statutory period after attaining majority to contest any adverse possessions which commence during infancy.
43. PROOF OF CLAIM, that the suspension of statutes of limitations against infants rest on expressed statutory provisions and not on the common law. An infant may acquire title by adverse possession in the same manner as an adult.
44. PROOF OF CLAIM, that Subsection 165 DEPOSIT AND TRANSACTIONS WITH BANKS Infants made deposit funds and bank accounts and withdraw them as if they were adults.
45. PROOF OF CLAIM, that where an infant is in absolute and lawful possession of money as his or her own property, he or she has a right to deposited it in any place for safe-keeping, as in a bank. He or she has a right to reclaim it at any time, and the person or institution so paying it to him or her assumes no risk in doing so.
46. PROOF OF CLAIM, that in the manner of depositing and withdrawing funds an infant is in the same category with an adult, subject to the same obligations, equities, and offences.
47. PROOF OF CLAIM, that Subsection 166 INTERMEDDLING WITH ESTATES OF INFANTS. Anyone who intermeddles with the property of an infant and this includes you, without authority is liable therefor. Anyone who intermeddles with the property of an infant, without authority, is liable to account therefor. Thus, an intermeddler maybe liable for rents and profits or for any injury to the infants estate, although he or she may not be liable for such injury if his or her administration is beneficial and he or she accounts fairly. Such a person may be treated by the infant as his or her guardian or Bailee, although the relationship cannot be set up for his or her own benefit against the infant owner.
48. PROOF OF CLAIM, that the court may order an infant’s property to be applied to the maintenance of the infant where he or she is without other means of support or education; ask yourself "How can an INFANT OWN PROPERTY"?
49. PROOF OF CLAIM, that "An infant may acquire title by adverse possession in the same manner as an adult.1
50. PROOF OF CLAIM, that statutes of limitations either do not begin to run against an infant until the attaining of majority2 or, where infancy does not toll the statutes, the infant is allowed a statutory period after attaining majority to contest an adverse possession which commenced during infancy.3
51. PROOF OF CLAIM, that the suspension of the statutes of limitations against infants rests on express statutory provisions and not on the common law.4"

Footnotes

1 Del.—Tubbs v. E & E Flood Farms, L.P., 13 A.3d 759 (Del. Ch. 2011).

Ill.—Deatherage v. Lewis, 131 Ill. App. 3d 685, 86 Ill. Dec. 797, 475 N.E.2d 1364 (5th Dist. 1985).

2. Ga.—Reece v. Smith, 276 Ga. 404, 577 S.E.2d 583 (2003).

La.—Huval v. Dupuis, 302 So. 2d 636 (La. Ct. App. 3d Cir. 1974).

Tex.—Portwood v. Buckalew, 521 S.W.2d 904 (Tex. Civ. App. Tyler 1975),

writ refused n.r.e., (July 23, 1975).

3. La.—Doiron v. Schwing Lumber & Shingle Co., 251 So. 2d 506 (La. Ct. App. 1st Cir. 1971),

writ refused, 259 La. 903, 253 So. 2d 223 (1971).

Minn.—Voegele v. Mahoney, 237 Minn. 43, 54 N.W.2d 15 (1952).

Okla.—Richards v. Freeman, 1952 OK 174, 207 Okla. 100, 247 P.2d 731 (1952).

4. U.S.—Schauble v. Schulz, 137 F. 389 (C.C.A. 8th Cir. 1905).

Okla.—Pearson v. Hasty, 1943 OK 179, 192 Okla. 425, 137 P.2d 545, 147 A.L.R. 232 (1943).

1. PROOF OF CLAIM, that Corpus Juris Secundum 43 C.J.S. Infants § 248. Transactions by infants with banks Number Digest infants **1074** Infants may deposit funds in bank accounts and withdraw them as if they were adults.
2. PROOF OF CLAIM, that where an infant is in absolute and lawful possession of money as his or her own property, he or she has a right to deposit it in any place for safe-keeping**1** as in a bank.**2**
3. PROOF OF CLAIM, that he or she has a right to reclaim it at any time,**3** and the person or institution so paying it to him or her assumes no risk in so doing.**4** In the matter of depositing and withdrawing funds, an infant is in the same category with an adult,**5** subject to the same obligations, equities, and defenses.**6**

Footnotes

1. Ind.—Smalley v. Central Trust & Savings Co., Newcastle, Ind., 72 Ind. App. 296, 125 N.E. 789 (1920).

Mo.—Phillips v. Savings Trust Co. of St. Louis, 231 Mo. App. 1178, 85 S.W.2d 923 (1935).

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Mo.—Phillips v. Savings Trust Co. of St. Louis, 231 Mo. App. 1178, 85 S.W.2d 923 (1935).

Wis.—Peterson v. Weimar, 181 Wis. 231, 194 N.W. 346 (1923).

5. N.J.—Mandell v. Passaic Nat. Bank & Trust Co., 18 N.J. Misc. 455, 14 A.2d 523 (Cir. Ct. 1940).

6. N.J.—Mandell v. Passaic Nat. Bank & Trust Co., 18 N.J. Misc. 455, 14 A.2d 523 (Cir. Ct. 1940).

1. PROOF OF CLAIM, whereas other State Supreme Courts have held these so-called “Revised Codes,” or however termed/styled, not to be the law of their respective States, the United States Code is any different from these other so-called “Revised Codes”; and, is the law of the United States of America. [See: In re Self v. Rhay, 61 Wash.2d 261, 264, 265, 377 P.2d 885 (1963); cf. Oakley v. Aspinwall, 3 N.Y. 547, 568; Village of Ridgefield Park v. Bergen Co. Bd. of Tax, 162 A.2d 132, 134, 135, 65 N.J.Super. 133 (1960), citing: State v. Burrow, 104 S.W. 526, 527, 119 Tenn. 376 (1907)]
2. PROOF OF CLAIM, all jurisdiction with; and of, the United States/UNITED STATES is not by “contract”; and, said contractual constraints are not binding upon ANY and ALL courts within said juridical constructs and the jurisdiction exercised therein.
3. PROOF OF CLAIM, the “Executive Power”; i.e., the administrative branch of Government; State and federal/national, as created, ordained, and established within the written document/instrument for its existence, is not limited and guided by the “law of the land.”
4. PROOF OF CLAIM, the “law of the land” and “due process of law” do not have the same meaning; and, the law intended by the Constitution; State and federal/national, is not the common-law. [See: State v. Doherty, 60 Maine 504, 509 (1872), which States: “The expressions ‘due process of law’ and ‘law of the land’ have the same meaning… The ‘law’ intended by the constitution is the common law that was handed down to us from our forefathers, as it existed and was understood and administered when that instrument was framed and adopted.”]
5. PROOF OF CLAIM, the “due process of law’ clause as expressly written within the Constitution for the United States of America, does not make and establish the common-law the “law of the land.” [See: U.S. Const. 4th Amendment; Walter Anderson, A Treatise on the Law of Sheriffs, Coroners, and Constables, vol. I, § 166, p. 160 (1941), which States: “Heed should ever be paid to the voice of common law as it has echoed down through the ages, loudly proclaiming in the interests of the rights of the citizen, that it must not be forgotten that there can be no arrests without due process of law…”]
6. PROOF OF CLAIM, the common-law is not the foundation of “due process of law.” [See: 6 R.C.L., § 434, which States: “...it is clear that the common law is the foundation of which is designated as due process of law.’]
7. PROOF OF CLAIM, “due process of law” and “the law of the land” does not declare that***, a Private Citizen,*** cannot be deprived of his liberty or property unless by the judgment of his peers or the law of the land. [See: Constitution of/for the United States of America (1789, as amended 1791) article in amendment V; Thomas Cooley, Constitutional Limitations, 364 and notes].
8. PROOF OF CLAIM, “due process of law” and what constitutes same is determined by the “Legislative Power” of Government; State and/or federal/national, and specifically that as exercised by the General Assembly of the present existing Government of the United States within and/or through its Statutes; and, is not a restraint upon the legislative as well as the executive and judicial powers of Government. [See: Murray’s Lessee v. Hoboken Imp. Co., 18 How (U.S.) 272, 276 (1855), which States: “It is manifest it was not left to the legislative power to enact any process which might be devised. The [due process] article is a restraint on the legislative as well as the executive and judicial powers of Government, and cannot be so construed as to leave congress free to make any process ‘due process,’ by its mere will.”; State ex rel. v. Billings, 55 Minn. 466, 474 (1893)]
9. PROOF OF CLAIM, whereas the Congress of the federal Government is not free to make any process it deems fit as constituting “due process of law,” the General Assembly of the United States is free to make any process it deems fit as constituting due process of law.
10. PROOF OF CLAIM, what constitutes “due process of law” is not to be ascertained by an examination of the settled usages and modes of proceeding in the common and statute laws of England before the immigration of The People to this land and adoption of any Constitution. [See: Twining v. New Jersey, 211 U.S. 78, 100 (1908)].

I know my estate shall never consent to involuntary servitude, and yes all of your actions or actions of involuntary servitude unless you can show that there is a contract, a subscription to license, that wasn’t entered into knowingly, willingly, intentionally, deliberately, with full knowledge and awareness at the time of its engagemen.

You will prove that this party has not attained the age of majority.

You will prove that this party does not have the right to be at liberty.

You will prove that your so-called US citizen is a natural person.

You will prove that the captioned name any you are complaint represented by all capital letters is a natural person, and not a legal person and/or legal name.

1. What is meant by you will prove, is that your presumption of Law is hereby challenged, there is no foundational principle and presumption of Law. There is a foundational principle in an unrebutted affidavit, that there is no foundational principle for an unrebutted assumption, presumption. Just because you raise a point does it mean that another party is obligated to counter your point, if you raise a point it must be supported by facts and conclusions of law in the first instance or is construed in law as an invalid point. There must be validity to your claims, and yet you produce documents that are neither certified, backed by full faith and credit, which are facsimiles, copies, not evidence. And then you allow your so-called officers of your so-called courts to testify, to introduce evidence, and this contrary to the very same decisions handed down by your very same courts. For instance, an attorney, cannot testify, nor can an attorney introduce evidence into a case, you cannot do it on his behalf, and or on the behalf of another. Either he is an attorney, or he is a witness, but he cannot be both. If he offers testimony, the net testimony can be impeached, if he introduces evidence, that so-called evidence must be supported by facts and conclusions of law, not know so-called rules of evidence. The courts don’t get to create rule, they are servants, can’t create a rule that governs the people, there is no delegation of authority, and if there is please provide such with specificity, these rules that are completely spelled out within the framework of the Constitution and the Northwest ordinance of 1879. The information produced must be supported by an affidavit, sworn testimony under penalty, by an individual having firsthand knowledge of facts, not firsthand knowledge of presumptions.
2. You have taken an oath, you are under oath while sitting in the capacity of your office, anything you say can and will be used against you under that oath of office, and it is under that oath that I will bring forth my claim against you, and we will continue my claim by introducing this into your courts and proceeding with an administrative remedy known as arbitration. You will have 10 calendar days from the date of receipt of this communication to respond, 10 calendar days whereby you will have to rebut each and every one of the accompanying governing “proof of claims” and/or provide facts and conclusions of law supporting your position. Your failure to do so will be construed as a violation of your old of office, acting in bad faith, and such would be construed as bad behavior during the commission of your duty of care of office.

...We said in Western Lawrence County Road Improvement District v. Friedman-D'Oench Bond Co., 162 Ark. 362, 258 S.W. 378, 382: ‘At section 537 of Page on Contracts (2d Ed.), it is said: ‘One who has entered into a contract which **(he or she)** might avoid because of personal incapacity, such as an infant, an insane person, a drunkard, and the like, has the election to affirm such contract, or to disaffirm it, and when **(he or she)** has exercised **(his or her)** election, with full knowledge of the facts, such election is final...An infant's contracts relating to personal rights or personality may be disaffirmed by him while **(he or she)** is still an infant.. ‘The general rule, … is that the disaffirmance of a contract made by an infant nullifies it and renders it void ab initio, … and an infant may disaffirm contract during **(his or her)** minority or within a reasonable time after reaching **(his or her)** majority. The general rule, … is that the disaffirmance of a contract made by an infant nullifies it and renders it void ab initio, and that the rights of the parties are to be determined as though the contract had not been made, the parties being restored to the status quo \* \* ... **In 27 Am. Jur. Infants, § 11, p. 753;** **...43 C.J.S. Infants § 76 c, at page 183;** **In 43 C.J.S. Infants § 75 b, at p. 171;** **43 C.J.S. Infants § 75f, p. 176,** **Executors and Administrators, § 189; In 43 C.J.S. Infants § 75, p. 176, 43 C.J.S., Infants, § 78, pp. 190, 192....**

**i** further attest, affirm, DECLARE, as well as certify that **i** have firsthand actual knowledge of all of the events described herein. That the legal document, certificate of title, security instrument noted above carries information of my name as well as other credentials that of no other person, **i** am the owner. That **i** have resigned as registered agent for the agency associated with this instrument, and did so by sending proper notification to Responsive parties. That **i** hereby withdraw any and all permissions extended to any and every party at any and every time to oversee my properties with reference to this instrument, my securities, and/or my interest, **i** am the true holder in due course, and disaffirm any and all contracts to the contrary.

**i** have attained the age of majority, **i** am competent, and capable of handling my own affairs and require/request that this be reflected in all records associated thereto/hereto immediately! **i** hereby of my own accord and in compliance with the Age of Majority Act and the associated local act[s] assume, commandeer, seize control of any and all accounts, assets, affairs associated with the minor account[s] and any and all primary account[s], heretofore, forthwith, retroactively, and perpetually.

The record shall reflect the attaining of the age of majority/adulthood, binding upon all jurisdictions, that **i** am a Native American, born in North America on the date indicated on the certificate of live birth, and this is my will, and **i** place this information as a Memorial of my will, and do so attesting under the organic Constitution of the United States of America, that the aforementioned information is accurate AND **i** DO HEREBY ATTEST, DECLARE AS WELL AS AFFIRM THAT **i** HAVE NOTICE OF ESTOPPEL AND STIPULATION OF CONSTITUTIONAL CHALLENGE.

This affidavit is completed with my hand sign, which shall serve as a self-authenticating notary i.e. evidence.

Sign your name here below the line not above .\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SHOW OF CAUSE PROOF OF CLAIM DEMAND**

SERVED BY: UNITED STATES POSTAL SERVICE by the

UNITED STATES POST OFFICE via First Class Postage Prepaid

Conditional Acceptance for the Value/Agreement/Contract no.**657841-QWSDFGHJKLHG Dsa=-K26SDFGH1 – 675T86MK©**

**PARTIES**

**RESPONDENTS/OFFEREE**: **CLAIMANTS/OFFEROR:**

UNITED STATES ***enter your name here***;

ATTORNEY GENERAL at C/O; General-Post Office

U.S. Department of Justice enter your address here

950 Pennsylvania Avenue, Nation: “city and state only”,

DC 20530-0001Washington”. United States Minor, Outlying Islands

Acting on behalf of:

|  |
| --- |
| THE STATE OF ENTER YOUR STATE NAME HERE |
| UNITED STATES TRUSTEE |
| UNITED STATES VITAL STATISTICS |
| UNITED STATES EXECUTIVE OFFICE OF THE PRESIDENT |
| UNITED STATES DEPARTMENT OF DEFENSE |
| UNITED STATES SECRETARY OF STATE |
| UNITED STATES DEPARTMENT OF THE INTERIOR |
| UNITED STATES DEPARTMENT OF AGRICULTURE |
| UNITED STATES SOCIAL SECURITY ADMINISTRATION |
| UNITED STATES DEPARTMENT OF TRANSPORTATION |

January 06, 2019

**IN THE MATTER OF: CONDITIONAL ACCEPTANCE FOR VALUE FOR PROOF OF CLAIM AS TO THE NATURE AND SOURCE OF THE LAW, VENUE, JURISDICTION, AUTHORITY, AND RELATIONSHIP THERETO; NATURE AND CAUSE OF PROCEEDINGS, PROCESSES, LAWFULNESS THEREOF, AND PROCEDURAL LEGALITY THEREIN; VALIDITY AND ENFORCEABILITY OF JUDGMENT(S), ORDER(S), WARRANT(S), UNLAWFUL IMPRISONMENT, AND THE LAWFULNESS THEREOF, POSSIBLE CONTRACT VIOLATION, FRAUD; ASSUMPTION OF DEBT, AND OTHER RELATED MATTERS AS ALL SUCH RELATE TO AND BEAR UPON INSTANT MATTER/CRIMINAL CASE/CIVIL CAUSE/ACTION UPON EXERCISE OF A RIGHT # (enter your case number here), BEING VOID AB INITIO.**

**“Statement of Purpose**.  The general court finds that the authority of the department of safety i.e. Department of Transportation/motor vehicles, THE UNITED STATES, the DISTRICT OF COLUMBIA, THE EXECUTIVE BRANCH, the UNITED STATES LEGISLATURE, the UNITED STATES COURTS is limited to only the commercial users of the public ways and that the corporate State employees have, by their silence, failed to fully inform the sovereign people of the United States of America that an automobile, a Trust, Legal Person has been confirmed by UCC 9-102, 9-109, to be "private property" defined as **"household goods" and "consumer goods" not for commercial use or for profit or gain.**  Further, the courts have found that corporate public servants who ignore their accountability as mandated in Bill of Rights, have by their silence and failure to fully inform the sovereign people of the consequences arising from the corporate "offer to contract," is deemed silent deception and inducement by fraud.**”**

Dear Messer Attorney General:

1. **INTRODUCTION**
   1. You are to provide proof of claim as to the following, failure to provide proof of claim with specificities supported by evidence, facts and conclusions of common-law, shall result in an automatic forfeiture of all rights, privileges, immunities, and constitute a willful waiver and consent to the terms and conditions of this presentment in its entirety by the party failing to respond with specificity to each and every proof of claim/point of averment/question raised herein, creating estoppel as a result of tacit acquiescence.
   2. Please know, and understand, that it is NOT the Undersigned’s intent, desire, NOR design to hinder the operation/function of your office, court, NOR the United States of America, NOR to cause embarrassment, disgrace, NOR to detract from the Honor and Dignity of same, NOR same invested within the Respondents. Be it known by Respondents, that the Undersigned herein; and hereby, agrees, consents, and covenants with the Respondents to perform the balance of the obligation on the term of imprisonment as imposed by the court within the above referenced Instant matter/Criminal Case/Civil Cause/Action upon exercise of a right, and to pay/perform ALL other; and additional, obligations; of whatever nature, pertaining thereto, therein, and arising therefrom, as well as to cease and desist in pursuing the matters contained herein, in this manner, conditioned upon Respondents tendering the requested Proofs of Claim.
   3. The Undersigned seeks Proofs of Claim in the nature of discovery and validation of debt in exhausting the Undersigned’s Private Administrative Process for remedy (in the nature of an article in amendment I Petition for Redress of Grievance, and article in amendment IX reservation for resolution and equitable settlement under necessity) from Respondents, within their respective offices, and requests the tender of these Proofs of Claim with respect to; inter alia, affidavits in support thereof which the United Attorney’s Office for the (enter state here), by and through United States Attorney, within the court denoted within the above referenced ***CIVIL/COMMERCIAL/Instant matter/Criminal Case/Civil Cause/Action upon exercise of a right*** relied upon in its prosecution of the Undersigned, and thereby; and therein, established that the proceedings and processes ensuing therefrom ARE lawful, proper, valid, constitutional, and thereby; and therein, procedurally legal so that the Undersigned may determine that the court, and ALL parties participating/involved within the above referenced Instant matter/Criminal Case/Civil Cause/Action upon exercise of a right, did/not commit constitutional impermissible acts and misapplication of statutes/laws in this matter, and did establish upon the face of the record its jurisdiction in said ***CIVIL/COMMERCIAL/Instant matter/Criminal Case/Civil Cause/Action upon exercise of a right*** in accordance with and pursuant to due process of law or the law of the land; and the Undersigned was accorded proper and valid process and service therein, was complete and not fatally flawed.
   4. Further, in-as-much, as the Undersigned is confused by the copyright symbol contained within what appears to be ALL books, codes, references, reporters, and the like dealing with “**law**”, and such a symbol’s use and employment in giving notice that the contents therein are the private property of the copyright owner, and the Undersigned freely admitting that the Undersigned has neither grant, franchise, license, NOR letters-patent to use said contents, NOR practice same; please be advised that ALL cites thereto, and excerpts therefrom, are used and employed herein merely for educational purposes; to show from where the Undersigned’s present understanding and confusion inheres from; and, due to the depth of the matters with which this document attempts to cover, the Undersigned has provided the excerpts there from to facilitate and ease the time burdens of the Respondents which the Undersigned understands is precious and limited.
   5. As the Undersigned wants, wishes and desires to resolve this matter as soon as possible, it is of “necessity” that the Undersigned can only to do so conditioned upon Respondents providing the requested; and required, Proofs of Claim which are set-forth herein below, to wit:
2. **PROOFS OF CLAIM-** 
   1. PROOFS OF CLAIM, whereas the concept behind a law implies a command; in order for***, a Private Citizen,*** to be bound to obey and follow some law/command, there must not of necessity be an authority created and established within a specific source for said law/command to exist; and, must come not only from the source which has the authority to issue and enact said law/command. [See: Black & White Taxi Transfer Co. v. Brown & Yellow Taxi Transfer Co., 276 U.S. 518, 533; 72 L. Ex. 681, 38 S Ct 404 (1928), which States: “**Law in the sense in which the courts speak of it today, does not exist without some definite authority behind it.**”]
   2. PROOF OF CLAIM, in order for the law of a specific source to have any binding force or effect over and upon***, a Private Citizen,*** a Private Citizen, a relationship; which acts to subject, in some manner or degree, said***, a Private Citizen,*** to said source, is not necessary and does not need to exist between said parties in order to create and establish the authority within said source to issue and enact law.
   3. PROOF OF CLAIM, it is not relationship; between a source of law and***, a Private Citizen,*** bound thereby, which creates and establishes the authority of a source to issue and enact law of a binding force or effect over and upon said man, and this authority to so act is not solely dependent upon relationship for its existence and binding force or effect over and upon said man.
   4. PROOF OF CLAIM, in the absence/want of relationship between***, a Private Citizen,*** and a specific source of authority for law, there does exist the authority within said source to issue and enact law of binding force or effect over and upon said man.
   5. PROOF OF CLAIM, a child being a product of a parent and entirely dependent thereon, which creates and establishes a relationship between same, and in turn generates and establishes the authority within said parent to act over and upon said child as a source of authority, this same authority does and would extend over and upon a child which is not said parent’s own due to lack/want of authority created and established by relationship existing between the parties.
   6. PROOF OF CLAIM, the law of Jehovah the Living God (YHWH/JHVH) does not stand; and has not always stood, in pre-eminence in relation to ***human, a Private Citizen,*** law. [See: Borden v. State, 11 Ark. 519, 526 (1851), which States: “Man’s laws are strength-less before Jehovah the Living God’s Law, consequently a ***human, a Private Citizen,*** law, directly contrary to the law of Jehovah the Living God, would be an absolute nullity.”]
   7. PROOF OF CLAIM, the Law making authority of Jehovah the Living God (YHWH/JHVH), does not rest solidly and soundly upon the foundation of the relationship existing between Him ***and, a Private Citizen,*** as man’s Creator and Provider. [See: 1 Blackstone Commentaries, § 38, p. 39, wherein Sir William Blackstone States; “Man, considered as a creature, must necessarily be subject to the laws of his Creator, for he is entirely a dependent being… Consequently, as***, a Private Citizen,*** depends absolutely upon his Maker for everything, it is necessary that he should conform in all points to his Maker’s will.”]
   8. PROOF OF CLAIM, there is not a higher loyalty man; and specifically the Undersigned owes in this world than loyalty to his country; which is to say, loyalty to Jehovah the Living God (YHWH/JHVH). [See: United States v. Seeger, 380 U.S. 163, 172, 13 L. Ed. 2d 733, 85 S Ct 850 (1965), which States: “There is a higher loyalty than loyalty to this country, loyalty to Jehovah the Living God.”]
   9. PROOF OF CLAIM, in accordance with the principle of “authority and law”; set-forth herein above, the fact does not emerge that true Lawful authority is derived from a relationship existent and established between the parties and not power, force, or wealth.
   10. PROOF OF CLAIM, a State of despotisn and/or tyranny does not exist in which authoritative law is sacrificed and abolished when law exists because; and through, force and power.
   11. PROOF OF CLAIM, the fundamental concept of American Government; i.e., a Government, which is both de jure (Lawful), and de facto (Present/Established), is not that ALL political power which exist, resides in The People. [See: Constitution of/for the United States of America (1789, as amended 1791); Preamble; Art. I, § 2, cl. 1; Art. I***,*** § 3, cl. 1.][…in pari materia to all other State constitutions.]
   12. PROOF OF CLAIM, The sovereign political power of **The People** (**The People**- Common Community not individual) did not create a “Constitutional Entity” within their written (expressed) Constitution (contract); i.e., originally, in which they created, established, and ordained the general assembly; to which they delegated a “specific” portion of their political power thereto, and thereby; and therein, constituting the general assembly as the sole legislative power (authority) for the Government. [See: Constitution of/for the United States of America (1789 as amended 1791) Preamble; Art. I, § 1] […in pari materia to all other State constitutions.]
3. PROOF OF CLAIM, the Declarations of the sovereign will of **The People**, as expressed within their written Constitution originally creating a Government for the several united States of America in the exercise of their political power does not reveal the relationship between The People and those in Government service to be that the latter are the substitutes, agents, or servants of the former ensuing from a contractual relationship created, ordained, and instituted through; and by, the instrument (Constitution) for the Government’s creation and existence.
4. PROOF OF CLAIM, a codification - i.e., the process of collecting and arranging the laws of a country or State into a Code (a compilation of existing laws, systematic arrangement into chapters, subheads, table of contents, and index, and a revision to harmonize conflicts, supply omissions, and generally clarify and make complete a body of laws to regulate completely subjects to which they relate. [See: Gibson v. State, 214 Ala. 38, 106 So. 231, 235]); i.e., into a complete system of positive law, scientifically ordered, and promulgated ( i.e., to publish; to announce officially; to make public as important or obligatory [See: Price v. Supreme Home of the Ancient Order of Pilgrims, 285 S.W. 310, 312 (Tex.Com.App.)]) by legislative authority of the statutes/laws of a State and/or the United States of America; and specifically the United States Code and specifically THE ACT OF MARCH 9TH, 1933 Proclamation 2038, 2039, 2040 AND Titles 4, 7, 11, 12, 15, 16, 18, 28, 31 and 42 USC; C.F.R., THE FEDERAL REGISTRY, thereof as employed and used within the above referenced alleged Instant matter/Criminal Case/Civil Cause/Action upon exercise of a right, is not a redrafting and simplification of the entire body of a statute which effects a revision, and a complete reStatement of the law which is then substituted - i.e. put in place of the former; exchanged, serving in lieu of and displaces and repeals the former law as it stood relating to the subjects within its purview. [See: MacLean v. Brodigan, 41 Nev. 468, 172 P. 375; Elite Laundry Co. v. Dunn, 126 W.Va. 858, 30 S.E.2d 454, 458]; and, is not drastically different in nature and scope that a mere compilation. [Fidelity & Columbia Trust Co. v. Meek, 171 S.W.2d 41, 43-44 (Ky. 1943), which States: “A compilation is merely an arrangement and classification of the legislation of a State in the exact form in which it was enacted, with no change in language. It does not require a legislative action in order to have the effect it is intended to have. A revision, on the other hand, contemplates a redrafting and simplification of the entire body of a statute. A revision is a complete reStatement of the law. It requires enactment by the legislature in order to be effective…”]
5. PROOF OF CLAIM, a “bill” passed by the general assembly/General Assembly of the United States of America; hereinafter “General Assembly”; in order to be in accord with and pursuant to constitutional provisions, must not be presented to the President for signature; or if returned by him with objections, must not be passed by a two-thirds vote of both Houses, in order for the “bill” to become law; or, if the President fails to return said “bill” within ten (10) days it thereby becomes law. [See: Constitution of/for the United States of America, Art. 1, § 7, cl. 1, 2, 3] […in paia materia to all other State constitutions.]
6. PROOF OF CLAIM, these codifications/codes; and specifically The United States Code and specifically THE ACT OF MARCH 9TH, 1933 Proclamation 2038, 2039, 2040 AND Titles 4, 7, 11, 12, 15, 16, 18, 28, 31 and 42 USC; C.F.R., THE FEDERAL REGISTRY, thereof employed and used of affidavits in support thereof in the above referenced alleged Instant matter/Criminal Case/Civil Cause/Action upon exercise of a right, are not the products of some department, bureau, commission, committee, council, or some sub-whatever thereof, which represents in nature an entity created and established by the General Assembly; and, therefore is not a “un/non-constitutional legislative entity” created by statute and therefore is bound by constitutional provisions and prohibitions; and is not operating, functioning, and laboring outside, and foreign to, the Constitution; and, any semblance/appearance of constitutional restraint is not by virtue of statutory constraint; and, is not legislating and promulgating foreign law which is then passed off as that of the sole provided legislative power created, established, and ordained by express constitutional provisions provided by the sovereign political will of The People.
7. PROOF OF CLAIM, whereas the General Assembly’s approval of a corporation’s by-laws does not make nor constitute said by-laws those of the General Assembly, its approval of the laws of a “un/non-constitutional legislative entity” (corporation/quasi corporation) is different from approving a corporation’s by-laws and therefore does make and constitute these laws as those of the General Assembly.
8. PROOF OF CLAIM, the enactment, by the General Assembly, of these “complete reStatements of the law;” and specifically the United States Code and specifically THE ACT OF MARCH 9TH, 1933 Proclamation 2038, 2039, 2040 AND Titles 4, 7, 11, 12, 15, 16, 18, 28, 31 and 42 USC; C.F.R., THE FEDERAL REGISTRY, thereof employed, used, and cited within the above referenced alleged Instant matter/Criminal Case/Civil Cause/Action upon exercise of a right, written, drafted, redrafted, revised, promulgated, and the like by a “un/non-constitutional legislative entity” is not an act of adoption - i.e. to accept, appropriate; to make that ones own (property or act) which was not so originally - of said law; and, is in accordance with - i.e., complete accord with the spirit; substance; essence; object and law - and pursuant to - i.e., in compliance with the “forms” of law (legal) - the expressed sovereign political will of The People whom in the exercise thereof, created, established, and ordained the Government for the United States of America by their act evidenced by the Constitution.
9. PROOF OF CLAIM, these codifications/codes; and specifically The United States Code and specifically THE ACT OF MARCH 9TH, 1933 Proclamation 2038, 2039, 2040 AND Titles 4, 7, 11, 12, 15, 16, 18, 28, 31 and 42 USC; C.F.R., THE FEDERAL REGISTRY, ***thereof*** as employed/used and cited within the above referenced alleged Instant matter/Criminal Case/Civil Cause/Action upon exercise of a right, are not enacted (approved) into law by the General Assembly by a “single statute bill”; and, whereas the 1789, as amended 1791 Constitution expressly provides for every “bill” to be read at length on three (3) different days in each House before a final vote is taken on the ‘bill,” and the Constitution of the Government of The United States of America, where or was revised to strike the reading at length requirement to read that every “bill” is to be considered - i.e., to fix the mind on, with a view to careful examination [See: East***, a Private Citizen,*** Kodak Co. v. Richards, 204 N.Y.S. 246, 248, 123 Miscel. 83]; to deliberate about and ponder over [See: People v. Tru-Sport Pub. Co., 291 N.Y.S. 449, 457, 160 Miscel. 628] - on three different days in each House, a reading of the “single statute bill” employed/used to enact these codifications/codes into law; and specifically the United States Code and specifically THE ACT OF MARCH 9TH, 1933 Proclamation 2038, 2039, 2040 AND Titles 4, 7, 11, 12, 15, 16, 18, 28, 31 and 42 USC; C.F.R., THE FEDERAL REGISTRY, ***thereof***, would not be a mandatory requirement; not just a mere option, in order to actually, and substantially accomplish the inherent meaning of the term/word “considered,” and thereby meet and comply with this official duty and obligation imposed upon the members of the General Assembly as expressly provided for within this revised provision of their employment contract. [See: Constitution of/for the United States of America (1789, as amended 1791) Art. I, § 7, cl. 1, 2, 3; Harvey Walker, Law Making in the United States, N.Y., 1934, p. 272, which States: “The usual practice is to introduce the revision [of statutes] as a single bill. Obviously, however, the members of the legislature cannot give such a comprehensive measure adequate consideration. It is almost as difficult for a committee to do so.”] […in pari materia to all other State comstitutions.]
10. PROOF OF CLAIM, the Constitution of the UNITED STATES OF AMERICA was not revised at Article I, § 7, cl. 1, Form of bills - revised to allow the use of a “bill” embracing more than one subject and title to be enrolled as a single statute “bill,” and at Article I, § 7, cl. 2, Consideration of bills - revised to remove the requirement that “Every bill shall be read at length on three different days in each House;” in part because of the shear enormity, difficulty, and impossibility of complying with such prior provisions in enacting (approving/adopting) these codifications/ codes; and specifically the United States Code and specifically THE ACT OF MARCH 9TH, 1933 Proclamation 2038, 2039, 2040 AND Titles 4, 7, 11, 12, 15, 16, 18, 28, 31 and 42 USC; C.F.R., THE FEDERAL REGISTRY, ***thereof***, into law; and, this practice does not constitute and equate to mere “convenience”; and, these prior constitutional provisions do not tacitly; if not expressly, Declare and Affirm that neither this present day practice, mode, NOR basic concept employed/used by the General Assembly in enacting these codifications/codes into law; and specifically the United States Code and /or specifically THE ACT OF MARCH 9TH, 1933 Proclamation 2038, 2039, 2040 AND Titles 4, 7, 11, 12, 15, 16, 18, 28, 31 and 42 USC; C.F.R., THE FEDERAL REGISTRY, ***thereof***, is in accordance with and pursuant to proven, acceptable, traditional, and customary usages, NOR constitutional methods of law making. [See: Harvey Walker, supra, ibid, at 19, which States: “Many revised statute bills are voted through only for the members to find later numerous ‘jokers’ and unwise provisions which must then be repealed or amended - and the process of change goes on.”]
11. PROOF OF CLAIM, these “revision committees” or “code commissions” or by whatever name known, operating, and functioning as “un/non-constitutional legislative entities,” which may be composed of some legislative members - as well as attorneys, judges, and non-Governmental types are not exercising legislative power in drafting, redrafting, revising, amending, promulgating, and the like the law they produced; and, where there is a lack/want of nexus creating/establishing a relationship therewith; and thereto, such laws do have a binding force or effect over and upon a private man; e.g., the Undersigned as such relates to and bears upon the above referenced alleged Instant matter/Criminal Case/Civil Cause/Action upon exercise of a right. [See: State v. Mauer, 164 S.W. 551, 552, 255 Mo. 152 (1914), which States: “. . . revisers have no legislative authority, and are therefore powerless to lessen or expand the letter or meaning of the law.”]
12. PROOF OF CLAIM, a title, and enacting clause, and a body are not essentials to the form and style of all valid law, whether by express constitutional provisions; or, by fundamental concepts, requisites, solemnities, and proven usages from tradition and custom as practiced by Lawful societies in ALL centuries. [See: Harvey Walker, supra, ibid. at 19, p. 316, which States: “The three essential parts of every bill or law is: (1) the title, (2) the enacting clause, and (3) the body.”]
13. PROOF OF CLAIM, the enacting clause: and necessity for it, is not to give it jurisdictional identity and constitutional authenticity - ensuing from the sole legislative power as constitutionally created and provided for through express constitutional provisions reflecting the sovereign political will of The People - whether prescribed therein or not; and, is not to establish the act; and, is not to give it permanence, uniformity and certainty; and, is not to provide evidence of its legislative nature; and, is not to prevent in adventure, possible mistake, and fraud. [See: Joiner v. State, 155 S.E.2d 8, 10, 223 Ga. 367 (1967), NOTE: This case/cause arose in Georgia, a State whose Constitution contains no express provisions for the use and employment of an enacting clause just as the United States Constitution does not contain such an express provision; Ferrill v. Keel, 151 S.W. 269, 272, 105 Ark. 380 (1912); State v. Reilly, 95 Atl. 1005, 1006, 88 N.J.Law 104 (1915); Harvey Walker, supra, ibid at 19, p. 346, which States: “The enacting clause is a short formal Statement, appearing after the title, indicating that all which follows is to become law, and giving the authority by which the law is made. There is no excuse for not using it.”; Title 1 USC § 101] […and pari materia to all other State constitutions.]
14. PROOF OF CLAIM, an enacting clause is not mandatory for a law to have authority behind it.
15. PROOF OF CLAIM, whereas the employment and usage of an enacting clause has an ancient and time honored history of usage in law making, its employment and use upon the face of each and every law validly enacted by the General Assembly of The United States of America and then made law in accordance with and pursuant to constitutional provisions, is not absolutely necessary and mandatory for a law to have any binding force or effect over and upon***, a Private Citizen,*** subject to the source of authority for the laws existence. [See: 73 Am. Jur.2d, Statutes, § 93, which States: “The almost unbroken custom for centuries has been to preface laws with a Statement in some form declaring the enacting authority. The purpose of an enacting clause of a statute is to identify it as an act of legislation by expressing on its face the authority behind the law.”; Sjoberg v. Security Savings & Loan Ass’n, 73 Minn. 203, 212-213 (1898), which States: “Written laws, in all times and all centuries, whether the edicts of absolute monarchs, decrees of King and Council, or the enactments of representative bodies, have almost invariably, in some form, expressed upon their face the authority by which they were promulgated or enacted. The almost unbroken Custom for Centuries has been to preface laws with a Statement in some form declaring the enacting authority.”; State v. Burrow, 104 S.W. 526, 529, 119 Tenn. 376 (1907), which States: “The propriety of an enacting clause in conformity to this ancient usage was recognized by several States of the Union after the American Revolution, when they came to adopt constitutions for their Governments, and without exception, so far as we can ascertain, express provision was made for the form to be used by the legislative department of the State in enacting laws.”; cf. Title 1 USC § 101; Commonwealth v. Illinois Cent. R. Co., 170 S.W. 171, 175, 160 Ky. 745 (1914); State v. Kozer, 239 P. 805, 807 (Oregon 1925); Joiner V. State, 155 S.E.2d 8, 9, 223 Ga. 367 (1967); City of Carlyle v. Nicolay 165 N.E. 211, 216-217 (Ill. 1929); Cane v. Robbins, 131 P.2d 516, 518, 61 Nev. 416 (1942), which States: “A declaration of the enacting authority in law is a usage and custom of great antiquity… and a compulsory observance of it is found in sound reason.”; Ruling Case Law, vol. 25, Statutes, § 22, p. 776, which States: “In recognition of this custom [of using an enacting clause], it has sometimes been declared that an enacting clause is necessary to the validity of a statute, though there no provision in the fundamental law requiring such a clause.”; Cushing’s Law and Practice of Legislative Assemblies (1819), § 2102, which States: “(2) Where the enacting words are not prescribed by a constitutional provision, the enacting authority must notwithstanding be Stated, and any words which do this to a common understanding are doubtless sufficient, or the words may be prescribed by rule. In this respect much must depend on usage.” 82 C.J.S., Statutes, § 65, p. 104, which States: “Although there is no constitutional provision requiring an enacting clause, such a clause has been held to be requisite to the validity of a legislative enactment.”; Harry Bettenson, Documents of the Christian Church, 2nd ed., Oxford Univ. Press, 1963, p. 65; Select Documents of the English Constitutional History, edited by G. Adams and H. Stephens, MacMillian Co., London, 1926, p. 68, 124; Thorpe, Federal and State Constitutions, Washington, 1909, vol. I, p. 46; (George III, 1792) 32 George III.c.60; Documents of American History, edited by Henry S. Cummager, Appleton, N.Y., 1949, p.13, op. cit., p. 40]
16. PROOF OF CLAIM, a motion by a member of either House of the General Assembly to strike out the enacting clause of a “bill” is not the most common method adopted to kill a “bill” and prevent its becoming law; and as such, does not reveal the necessity, importance, and value of an enacting clause in relation to what is able to become law, is considered law, and is law. [See: Nevada v. Rogers, 10 Nev. 250, 255, 256 (1875); approved: Caine v. Robbins, 131 P.2d 516, 518, 61 Nev. 416 (1942)]
17. PROOF OF CLAIM, the enacting clause does not go to the substance – i.e., essence; the material or essential part of a thing, as distinguished from mere “form”; its spirit, worth, and value of a law; and therefore, does not have substantial - i.e., importance; considerable value; real as opposed to imaginary; solid; true; not merely nominal validity creating, enacting, and promulgating law. [See: Morgan v. Murray, 328 P.2d 644, 654 (Mont. 1958), which States: “The enacting clause of a bill goes to the substance of that bill, it is not merely procedural.”]
18. PROOF OF CLAIM resolutions; and specifically as this matter may pertain to the actual method employed/used in “enacting” the United States Code and/or specifically THE ACT OF MARCH 9TH, 1933 Proclamation 2038, 2039, 2040 AND Titles 4, 7, 11, 12, 15, 16, 18, 28, 31 and 42 USC; C.F.R., THE FEDERAL REGISTRY, thereof into law, do have any force or effect as law; and, are not merely expressions of opinion; and alteration of the rules; or a vote of thanks or of censure as to a given matter, the subject-matter of which would not properly constitute a statute, and which has only a temporary effect on such matters, whereas a law, is intended to permanently direct and control matters. [See: Scudder v. Smith 331 Pa. 165, 200 A. 601, 604; McDowell v. People, 68 N.E. 379, 204 Ill. 499; Conley v. Texas Division of United Daughters of the Confederacy, Tex.Civ.App. 164 S.W. 24, 26; Ex parte Hague, 104 N.J.Eq. 31, 144 A. 546, 559; Chicago & N.P.R. Co. v. City Of Chicago, 51 N.E. 596, 598 (ill. 1898; Village of Altamont v. Baltimore & O.S.W. Ry. Co., 56 N.E. 340, 341, 184 Ill. 47; Van Hovenberg v. Holeman, 144 S.W.2d 718, 721, 261 Ark. 370 (1940); 73 Am. Jur.2d, Statutes, § 3, p.270, cases cited.]
19. PROOF OF CLAIM, the Judicial Branch of the national Governments, working from the Constitution for the United States of America; which contains no express provision for the use and employment of an enacting clause in the form of its “bills/laws”; nevertheless, did not determine, hold, and forever establish the necessity for; and mandatory employment and use of an enacting clause upon the face of each and every law in the matter of “In re Seat of Government,” wherein the Supreme Court for Washington Territory in considering an Act to move the seat of Government; which contained no enacting clause, and said territory having no Constitution of its own; and therefore, generally governed by that for the United States of America held said Act invalid for want of an enacting clause. [See: In re Seat of Government, 1 Wash. Ter. 115, 123 (1861), which States: “Strip this act of its outside appendages, leave it ‘solitary and alone,’ is it possible for any ***human, a Private Citizen,*** being to tell by what authority the seat of Government of Washington Territory was to be removed from Olympia to Vancouver? The […] fact that the constitutions of so many States, made and perfected by the wisdom their greatest legal lights, contain a Statement of an enacting clause, in which the power of the enacting authority is incorporated, is to our minds a strong, and powerful argument of its necessity. It is fortified and strengthened by the further fact that Congress, and other States, to say nothing of the English Parliament, have, by almost unbroken custom and usage, prefaced all their laws with some set form of words, in which is contained the enacting authority. Guided by the authority of such eminent jurists as Blackstone, Kent, and Cushing, and the precedents of national and State legislation, the Court arrives with satisfaction and consciousnesses of right in declaring, that where an act like the one now under consideration, is wanting in the essential formalities and solemnities which have been mentioned, it is inoperative and void, and of no binding force or effect.”]
20. PROOF OF CLAIM, whereas; and specifically as this relates to and bear upon the United States Code and/or specifically THE ACT OF MARCH 9TH, 1933 Proclamation 2038, 2039, 2040 AND Titles 4, 7, 11, 12, 15, 16, 18, 28, 31 and 42 USC; C.F.R., THE FEDERAL REGISTRY, ***thereof***, only “bills” exist within the General Assembly; and, no “bill” shall become “law” except by a vote of a majority; and, every “bill” which passes both Houses of the General Assembly shall be presented to the President for signature (authentication); and, every “bill” he approves shall become “law” and, whereas the Maxim of Law States: “A law is not obligatory unless it be promulgated,” the usage and employment of an enacting “upon the face” of every law is not mandatory, and does not apply to “bills” as they make their way through the General Assembly; and, are not required “upon the face” of every law when and as published; and, can be removed from laws in their published/promulgated form as is the case with laws appearing within the United States Code and specifically THE ACT OF MARCH 9TH, 1933 Proclamation 2038, 2039, 2040 AND Titles 4, 7, 11, 12, 15, 16, 18, 28, 31 and 42 USC; C.F.R., THE FEDERAL REGISTRY, thereof; and, ‘on its face’ does not mean to be in the same plain of view; and, this requirement of an enacting clause to be on the face of all laws; from conception and gestation as “bills,” to birth in published/promulgated form as laws, is not made clear by authorities of law. [See: State v. Naftalin, 74 N.W.2d 249, 261, 246 Minn. 181 (1956); Cunningham v. Great Southern Life Ins. Co., 66 S.W.2d 765, 773 (Tex.Civ.App.), which States: “Face has been defined as the surface of anything; especially the front, upper, or outer part of surface; that which particularly offers itself to the view of a spectator.” cf. In re Stoneman, 146 N.Y.S. 172, 174, which States: ‘The face of an instrument is shown by the language employed without any modification or addition from extrinsic facts of evidence.’]
21. PROOF OF CLAIM, whereas a law if ‘promulgated’ by its being printed, published and made available or accessible by a public document such as an official Statute and/or Code Book as; e.g., the United States Statutes at Large and/or the United States Code, the removal and absence of this essential, necessary, and, mandatory requisite for the enacting clause to be “on its face” of the law in its promulgated/published form does not apply to its appearance within said “official books”; and, can be in some other record book; and, its removal or otherwise mysterious absence from said book as in the United States Code is therefore a valid and lawful publication/promulgation of the law of the United States of America. [See: Preckel v. Byrne, 243 N.W. 823, 826, 62 N.D. 356 (1932), which States: “The purpose of an enacting in legislation is to express in the face of the legislation itself the authority behind the act and identify it as an act of legislation.” State v. Burrow, 104 S.W. 526, 529, 119 Tenn. 376 (1907), which States: “The purpose of provisions of this character [enacting clauses] is that all statutes may bear upon their faces a declaration of the sovereign authority by which they are enacted and declared to be the law, and to promote and preserve uniformity in legislation. Such clauses also import a command of obedience and clothe the statute with a certain dignity, believed in all times to command respect and aid in the enforcement of law.”; People v. Dettenhalwer, 77 N.W. 450, 451, 118 Mich. 595 (1898), citing: Swan v. Bank 40 Miss. 268 (1866), which States: “It is necessary that every law should show on its face the authority by which it is adopted and promulgated, and that it should clearly appear that is intended by the legislative power that enacts it that it should take effect as law.”; Sjoberg v. Security Saving & Loan Ass’n, 73 Minn. 203, 213, 75 N.W. 1116 (1898), which States: “If an enacting clause is useful and important, if it is desirable that laws shall bear upon their face the authority by which they are enacted, so that people who are to obey them need not search legislative and other records to ascertain the authority…”; Vinsant, Adm’x v. Knox 27 Ark. 266, 284, 285 (1871), which States: “[A] legislative act, when made, should be a written expression of the legislative will, in evidence, not only of the passage, but of the authority of the law-making power, is nearly or quite a self-evident proposition. Likewise, we regard it as necessary that every act, thus expressed, should show on its face the authority by which it was enacted and promulgated, in order that it should clearly appear, upon simple inspection of the written law, that it was intended by the legislative power, which enacted it, that it should take effect as law. These relate to the legislative authenticity of the legislative will. These are features by which courts of justice and the public are to judge of its authenticity and validity. These then, are essentials of the weightless importance, and the requirements of their observance, in the enacting and promulgation of laws, are imperative. Not the least important of these essentials is the style or enacting clause.”]
22. PROOF OF CLAIM, whereas enacting clauses are required in the promulgation of law; and, to be on the face of each and every law; and, a law is not obligatory until promulgated; and, the legislative will cannot be ascertained in the absence of an enacting clause, nor the authority, nor the nature of the law by those to be bound thereby; such goals, aims, and purposes of an enacting clause in its removal or otherwise apparent absence; as well as all titles, on the face of the laws/statutes contained within the published form known as the United States Code; and/or specifically THE ACT OF MARCH 9TH, 1933 Proclamation 2038, 2039, 2040 AND Titles 4, 7, 11, 12, 15, 16, 18, 28, 31 and 42 USC; C.F.R., THE FEDERAL REGISTRY, thereof, are met, achieved, and accomplished; and, are in full accordance with and pursuant to the fundamental requirements, requisites, solemnities, concepts, and proven usages of tradition and custom, and fundamental constitutional law-making; and, are the valid and lawful laws/statutes of the United States of America.
23. PROOF OF CLAIM, the publication/promulgation of a statute/law within the United States Code; and/or specifically THE ACT OF MARCH 9TH, 1933 Proclamation 2038, 2039, 2040 AND Titles 4, 7, 11, 12, 15, 16, 18, 28, 31 and 42 USC; C.F.R., THE FEDERAL REGISTRY, ***thereof***, which remove and or otherwise omit the enacting clause(s); as well as all titles, and are then cited within and upon the face of the affidavits in support thereof, for a criminal/public offense, that said statute/law is not void for lack/want of said clause; and title, and thereby; are therein, representing an invalid and un-lawful publication/promulgation of said statute/law; and, said documents therefore, do charge a valid and lawful offense. [See: Joiner v. State, 155, S.E.2d 8, 10, 223 Ga. 367 (1967), in which the Supreme Court of Georgia; a State whose Constitution contains no express provision for using and employing enacting clauses upon the face of “bills/laws”; nevertheless, in considering an act containing no enacting clause, held the act to be: “…a nullity and of no force and effect as law.”, for its lack/want of an enacting clause.; cf. Walden v. Town of Whigham, 48 S.E. 159, 120 Ga. 646 (1904); In re Swartz, 27 P. 839, 840, 47 Man. 157 (1891), which States: “The publication of an act of the legislature, omitting the enacting clause or any other essential part thereof, is no publication in law. The law not being in force when the indictment was found against the petitioner, nor when the acts complained of therein were done, the petitioner could not have been guilty of any crime under its provisions, and is therefore entitled to his discharge.”; State v. Kearns, 623 P.2d 507, 509, 229 Kan. 207 (1981), which States: “In [the case of] In re Swartz, Petitioner, 47 Kan. 157, 27 P. 839 (1891), this court found the act in question was invalid because it had been mistakenly published without an enacting clause. We again adhere to the dictates of the opinion.”; Ruling Case Law, vol. 25, Statutes, § 133, p. 884, citing: L.R.A. 1915B, p. 1065, which States: “The publication of a statute without the enacting clause is no publication.”; Commonwealth v. Illinois R. Co., 170 S.W. 171, 175, 160 Ky. 745 (1914), which States: “It will be noticed that the act does not contain an enacting clause.... The alleged act or law in question is unnamed; it shows no sign of authority; it carries with it no evidence that the General Assembly or any other lawmaking power is responsible or answerable for it.”]
24. PROOF OF CLAIM, the United States Code; and/or specifically THE ACT OF MARCH 9TH, 1933 Proclamation 2038, 2039, 2040 AND Titles 4, 7, 11, 12, 15, 16, 18, 28, 31 and 42 USC; C.F.R., THE FEDERAL REGISTRY, ***thereof***, is not only “prima facie evidence” of the law of The United States of America.
25. PROOF OF CLAIM, an act of the General Assembly to enact the United States Code; and/or specifically THE ACT OF MARCH 9TH, 1933 Proclamation 2038, 2039, 2040 AND Titles 4, 7, 11, 12, 15, 16, 18, 28, 31 and 42 USC; C.F.R., THE FEDERAL REGISTRY, thereof, into “positive law,” i.e., a general designation for a law that is actually ordained or established, under ***human, a Private Citizen,*** sanctions, as distinguished from the law of nature or natural law [See: Bouvier’s Law Dictionary, Banks-Baldwin Law Pub., Cleveland 1948, p. 955] does change or effect anything regarding the nature of the statute/law contained therein aside from its weight of evidence; i.e., as “legal evidence,” of the law therein. [See: United States v. Zuger, 602 F.Supp. 889, 891 (1984); Ryan v. Bilby, 764 F.2d 1325, 1328 (C.A. 9 (Ariz.) 1985)]
26. PROOF OF CLAIM, the United States Code; and/or specifically THE ACT OF MARCH 9TH, 1933 Proclamation 2038, 2039, 2040 AND Titles 4, 7, 11, 12, 15, 16, 18, 28, 31 and 42 USC; C.F.R., THE FEDERAL REGISTRY, ***thereof***, were not already “positive law” in accordance with and pursuant to the definition from Bouvier’s Law Dictionary cited supra; and, any such enactment of such on the part of the General Assembly does raise said statutes contained therein to the level of acts of the General Assembly as would occur with a validly enacted “bill” as “law.”
27. PROOF OF CLAIM, any enactment of the United States Code; and/or specifically THE ACT OF MARCH 9TH, 1933 Proclamation 2038, 2039, 2040 AND Titles 4, 7, 11, 12, 15, 16, 18, 28, 31 and 42 USC; C.F.R., THE FEDERAL REGISTRY, thereof, into “positive law” is not solely a designation which declares and translates to the contents therein having undergone extra proofreading and checking to remove the errors, inconsistencies (“jokers”), and unwise provisions.
28. PROOF OF CLAIM, “legal evidence” is not a general term for most types of evidence which includes “prima facie evidence,” “circumstantial evidence,” and even “hearsay evidence” when relevant to an issue. [See: Hornick v. Bethlehem Mines Corp., 161 A. 75, 77, 307 Pa. 264; Oko v. Krzyzanowski, 27 A.2d 414, 419, 150 Pa. Super. 205]
29. PROOF OF CLAIM, the “greatest evidence” of a true law is not one, which contains and carries upon its face a valid enacting clause.
30. PROOF OF CLAIM, the United States Code; and/or specifically THE ACT OF MARCH 9TH, 1933 Proclamation 2038, 2039, 2040 AND Titles 4, 7, 11, 12, 15, 16, 18, 28, 31 and 42 USC; C.F.R., THE FEDERAL REGISTRY, thereof, was in fact validly enacted as a statue(s)/law(s) and can be construed as such.
31. PROOF OF CLAIM, the drafting of a “bill”; or a “resolution” by the General Assembly to enact the United States Code; and specifically THE ACT OF MARCH 9TH, 1933 Proclamation 2038, 2039, 2040 AND Titles 4, 7, 11, 12, 15, 16, 18, 28, 31 and 42 USC; C.F.R., THE FEDERAL REGISTRY, thereof, into law; or ‘positive law,’ does factually and substantially render same law simply because the General Assembly says it is; and, that the General Assembly did in fact draft a “bill” for such purpose, and did not rather draft and employ/use resolution for such a purpose. [See: Cane v. Robbins, 131 P.2d 516 518 (Nev. 1942), which States: “[N]othing becomes a law simply and solely because men who possess the legislative power will that it shall be, unless they express their determination to that effect, in the mode pointed out by the instrument which invests them with power, and under all the forms which that instrument has rendered essential.”; Vinsant Adm’x v. Knox, 27 Ark. 266, 277 (1871), which States: “These rules and solemnities, whether derived from the common law or prescribed by the Constitution, which are of the essentials of lawmaking, must be observed and complied with, and, without such observance and compliance, the will of the legislature can have no validity as law.”]
32. PROOF OF CLAIM, a single enacting clause employed in the publication/promulgation of the United States Code; and/or specifically THE ACT OF MARCH 9TH, 1933 Proclamation 2038, 2039, 2040 AND Titles 4, 7, 11, 12, 15, 16, 18, 28, 31 and 42 USC; C.F.R., THE FEDERAL REGISTRY, ***thereof***, is sufficient for the entire text of this multi-volume, multi-subject, and diverse Code; and, such; if not cited from the “Session/Pamphlet Laws”, can be called and considered valid law.
33. PROOF OF CLAIM, whereas all “bills” of the General Assembly must be presented to the President for signature for them to become laws, ALL of the single statute “bills” employed/used for the enactment into law; or ‘positive law,” of the “Codification/Code” published/promulgated as the United States Code; and/or specifically THE ACT OF MARCH 9TH, 1933 Proclamation 2038, 2039, 2040 AND Titles 4, 7, 11, 12, 15, 16, 18, 28, 31 and 42 USC; C.F.R., THE FEDERAL REGISTRY, thereof, were in fact so presented to any President; and, were signed (authenticated) by any President, and therefore, were validly; and lawfully ordained and established as law(s).
34. PROOF OF CLAIM, there is not a “Code” requirement for the employment and use of an enacting clause to be in evidence upon the face of every law of the United States of America as allegedly published/promulgated as the United States Statutes. [See: Title 1 USC § 101].
35. PROOF OF CLAIM, that the Legislative Reference Bureau, created by Act of April 27, 1909, P.L. 208, and, reorganized by Act of May 7, 1923, P.L. 158, as a legislative “agency’ with the primary function to draft and pass upon legislative bills and resolutions for introduction in the General Assembly, and to prepare for “adoption” by the General Assembly, “Codes” by topics, of the existing general statutes for which it was handed over statutory authority in 1974 to publish an “official publication” of the United States Code, is not operating/functioning as a “un/non-constitutional legislative entity”; and, is not operating or functioning as a foreign corporate entity representing the source of authority for the existence of statute(s)/law(s) known as the United States Code, in the capacity of an “administrative law agency” administering the corporate affairs and public of that which created it by statute.
36. PROOF OF CLAIM, these alleged statute(s)/law(s) of this “un/non-constitutional legislative entity”; i.e., the Legislative Reference Bureau, operating/functioning as a foreign corporate “administrative law agency” are not by nature the private “by-laws” of a “corporation” for the administration of its internal Government and public; and, are binding and of force or effect over and upon the private, non-enfranchised, and non-assumpsit’s thereto; and therewith, living, breathing, flesh-and-blood man or woman, i.e. a natural person/man or woman; and, as such, are not ultimately governed by, through, and within the realm of commercial law as adopted and codified within The United States Code thereby; and therein, representing commercial law for operating/functioning in commerce.
37. PROOF OF CLAIM, whereas the Constitution for the United States of America at Article I, Section 8 and 10 clearly prohibits the Congress from printing and issuing Federal Reserve Notes as it is a constitutional entity, or purportedly so, and its actions are limited thereby; and therein, a corporation or trust is not; e.g., the Federal Reserve System, created by Congressional Act in 1913, and as a “un/non-constitutional Congressional entity” without the Constitution, and therefore not bound NOR encumbered by said document/instrument, may proceed to print and issue money (currency) which would be an unconstitutional form of money for Congress; restrained as it is, by the instrument/document of its creation, these “un/non-constitutional legislative entities”; e.g., the Legislative Reference Bureau, and the alleged statute(s)/law(s) they create/generate is not a “un/non-constitutional” issue having no nexus with the Constitution; and, the binding force or effect of said statute(s)/law(s) is not established/created solely from; or by, contract between the parties; which, once silent judicial notice of said contract is taken by the presiding judge, whether real or presumed, expressed or implied, revealed or unrevealed, therein operates/functions to bind the “named” US citizen in the case/cause; and specifically the “named” US citizen within the above referenced alleged Instant matter/Criminal Case/Civil Cause/Action upon exercise of a right, to the alleged/charged violation(s) of Statute(s)/law(s) cited within and specifically within the above referenced alleged Instant matter/Criminal Case/Civil Cause/Action upon exercise of a right, unless said judicial presumption of a contract is rebutted.
38. Please note that although it is the United States Treasury Department who prints the so-called Federal Reserve notes, these notes have no value and are not backed by anything-
39. “Federal Reserve notes are not redeemable, and receive no backing by anything This has been the case since 1933. The notes have no value for themselves,” this is taken from the official website of the United States financial expert, the United States Department of the Treasury whose job it is to print the money to be utilized by the public, and note how they say that since the government declared bankruptcy in 1933 their notes have had no value.
40. **An official website of the United States Government**
41. ***An official website of the United States Government***
42. [**U.S. DEPARTMENT OF THE TREASURY**](https://www.treasury.gov/index.php/)
43. <https://www.treasury.gov/resource-center/faqs/Currency/Pages/legal-tender.aspx>
44. the Federal Reserve issues bookkeeping entry credit, there is no constitutional amendment permitting the Federal Reserve and/or the treasury to create worthless items and declared them to be currency. The Constitution has held that the monies created by Congress must have a value, and this is not a market value but a national currency value. Federal Reserve bookkeeping entry credit is not regulated by Congress, making this process by the Federal Reserve, the issuance of bookkeeping entry credit, unconstitutional. That is, unless and until you can provide facts and conclusions of law and not opinion to the contrary.
45. PROOF OF CLAIM, where an American US citizen before an American court, charged with the violation of a statute/law of the French Parliament, to which he mounts a defense upon an “unconstitutional” issue of a law violating his alleged 4th and 5th Amendment rights, and its being repugnant to the Constitution, the presiding judge would have committed an “error in judgment” were s/he to hold that said law (regardless of how apparently corrupt and fascist this holding may seem to paint said court and judge) is not “unconstitutional”; and, such a holding and Statement of the judge is not a tacit affirmation on the part of said judge that the matter was improperly presented as an “unconstitutional issue” when it should have been presented as a “un/non-constitutional” issue; i.e., a law outside and foreign to the Constitution, which would have acted to focus upon and address the nature of said law and the lack/want of relationship (contract or otherwise) existing between said US citizen and the source of authority for the existence of said law to which; for said lack/want of relationship, said US citizen has no duty NOR obligation to follow, comply with, NOR obey.
46. PROOF OF CLAIM, whereas the issue of a trial or hearing exists when the plaintiff and US citizen arrive at some specific or matter in which one affirms and the others denies [See: Black’s Law Dictionary, 2nd Ed., West Publishing, 1910, p.657], a court does not create the issue by asking the “named” US citizen how he disputes to the charges.
47. PROOF OF CLAIM, if there is a statute/law within and upon the face of a charging document/instrument which alleges/charges a violation of an unconstitutional statute/law, or is from another State, or legal entity, or even a “un/non-constitutional legislative entity,” such as those statutes/laws cited from the United States Code and specifically THE ACT OF MARCH 9TH, 1933 Proclamation 2038, 2039, 2040 AND Titles 4, 7, 11, 12, 15, 16, 18, 28, 31 and 42 USC; C.F.R., THE FEDERAL REGISTRY, thereof within and upon the face of the affidavits in support thereof within the above referenced alleged Instant matter/Criminal Case/Civil Cause/Action upon exercise of a right, a US citizen; and specifically the “named” US citizen within the above referenced alleged Instant matter/Criminal Case/Civil Cause/Action upon exercise of a right, in the act of entering a ***plea or verdict*** thereto; and therein, does not thereby; and therein, admit to the geniuses of said “charging document/instrument (Indictment); and, does not admit to the validity of the statute(s)/law(s) cited therein; and, does not thereby form the issue for trial which would exist even without a plea***, a***nd without which there would be anything before the court or jury for trial. [See: Frisbe v. United States, 157 U.S. 160, 165; 39 L.Ed. 657 (U.S.La. 1895), which States: “The very act of pleading to it [an indictment] admits its geniuses as a record.”; Koscielski v. State, 158 N.E. 902, 903 (Ind. 1927), which States: “The plea forms the issue to be tried, without which there is nothing before the court or jury for trial.“; cf. Andrews v. State, 146 N.E. 817, 196 Ind. 12 (1925); State v. Acton, 160 A. 217, 218 (N.J. 1932); United States v. Aurandt, 107 P. 1064, 1065 (N.M. 1910)]
48. PROOF OF CLAIM, whereas other State Supreme Courts have held these so-called “Revised Codes,” or however termed/styled, not to be the law of their respective States, the United States Code is any different from these other so-called “Revised Codes”; and, is the law of the United States of America. [See: In re Self v. Rhay, 61 Wash.2d 261, 264, 265, 377 P.2d 885 (1963); cf. Oakley v. Aspinwall, 3 N.Y. 547, 568; Village of Ridgefield Park v. Bergen Co. Bd. of Tax, 162 A.2d 132, 134, 135, 65 N.J.Super. 133 (1960), citing: State v. Burrow, 104 S.W. 526, 527, 119 Tenn. 376 (1907)]
49. PROOF OF CLAIM, all jurisdiction with; and of, the United States/UNITED STATES is not by “contract”; and, said contractual constraints are not binding upon ANY and ALL courts within said juridical constructs and the jurisdiction exercised therein.
50. PROOF OF CLAIM, the “Executive Power”; i.e., the administrative branch of Government; State and federal/national, as created, ordained, and established within the written document/instrument for its existence, is not limited and guided by the “law of the land.”
51. PROOF OF CLAIM, the “law of the land” and “due process of law” do not have the same meaning; and, the law intended by the Constitution; State and federal/national, is not the common-law. [See: State v. Doherty, 60 Maine 504, 509 (1872), which States: “The expressions ‘due process of law’ and ‘law of the land’ have the same meaning… The ‘law’ intended by the constitution is the common law that was handed down to us from our forefathers, as it existed and was understood and administered when that instrument was framed and adopted.”]
52. PROOF OF CLAIM, the “due process of law’ clause as expressly written within the Constitution for the United States of America, does not make and establish the common-law the “law of the land.” [See: U.S. Const. 4th Amendment; Walter Anderson, A Treatise on the Law of Sheriffs, Coroners, and Constables, vol. I, § 166, p. 160 (1941), which States: “Heed should ever be paid to the voice of common law as it has echoed down through the ages, loudly proclaiming in the interests of the rights of the citizen, that it must not be forgotten that there can be no arrests without due process of law…”]
53. PROOF OF CLAIM, the common-law is not the foundation of “due process of law.” [See: 6 R.C.L., § 434, which States: “...it is clear that the common law is the foundation of which is designated as due process of law.’]
54. PROOF OF CLAIM, “due process of law” and “the law of the land” does not declare that***, a Private Citizen,*** cannot be deprived of his liberty or property unless by the judgment of his peers or the law of the land. [See: Constitution of/for the United States of America (1789, as amended 1791) article in amendment V; Thomas Cooley, Constitutional Limitations, 364 and notes].
55. PROOF OF CLAIM, “due process of law” and what constitutes same is determined by the “Legislative Power” of Government; State and/or federal/national, and specifically that as exercised by the General Assembly of the present existing Government of the United States within and/or through its Statutes; and, is not a restraint upon the legislative as well as the executive and judicial powers of Government. [See: Murray’s Lessee v. Hoboken Imp. Co., 18 How (U.S.) 272, 276 (1855), which States: “It is manifest it was not left to the legislative power to enact any process which might be devised. The [due process] article is a restraint on the legislative as well as the executive and judicial powers of Government, and cannot be so construed as to leave congress free to make any process ‘due process,’ by its mere will.”; State ex rel. v. Billings, 55 Minn. 466, 474 (1893)]
56. PROOF OF CLAIM, whereas the Congress of the federal Government is not free to make any process it deems fit as constituting “due process of law,” the General Assembly of the United States is free to make any process it deems fit as constituting due process of law.
57. PROOF OF CLAIM, what constitutes “due process of law” is not to be ascertained by an examination of the settled usages and modes of proceeding in the common and statute laws of England before the immigration of The People to this land and adoption of any Constitution. [See: Twining v. New Jersey, 211 U.S. 78, 100 (1908)]
58. PROOF OF CLAIM, the “due process of law” clause; i.e., the common-law as defined herein above, does not govern what the law on arrest is in the land; and, where it exists, the most statutes can be; and specifically as contained within the United States Code, is not declaratory of the common-law; and, if there is no direct language in the constitution of a State; and specifically as this relates to and bears upon said Constitution of the United States of America, directing what procedure or process is to be followed, the common-law; made the “law of the land” through the due process clause of the national/federal Constitution, is not to be the “due process of law” followed and enforced within the States as opposed to some legislative statute(s) (validly enacted or otherwise), or a city ordinance.
59. PROOF OF CLAIM, that law enforcement officers; however, such may be termed/styled, who do not abide by the “law of the land”; i.e., the common-law as adopted through the due process clause of the national/federal Constitution, are not trespassers.
60. PROOF OF CLAIM, “due process of law” by which***, a Private Citizen,*** may be deprived of his liberty and property is not that process which existed at common-law. [See: 4 Bl .Comm. 292]
61. PROOF OF CLAIM, the argument of “official immunity” is a valid defense for public/Government agents when proceeded against for their own torts in an action/process for relief and remedy from a false imprisonment claim. [ Hopkins v. Clemson College, 221 U.S. 636, 642-643 (1910), which States: “But immunity from suit is a high attribute of sovereignty a prerogative of the State itself - which cannot be availed of by public agents when sued for their own torts.”; Johnson v. Lankford, 245 U.S. 541, 546 (1917)]
62. PROOF OF CLAIM, under the “doctrine of immunity” there have not been distinctions made between acts that are “discretionary duties” which one in the performance thereof is immune within, and acts which are” ministerial duties” which one in the performance thereof is liable for.
63. PROOF OF CLAIM, lawful does not mean in accordance with “the law of the land”; according to the law; permitted, sanctioned, or justified by law; and, is not dealing with the spirit; i.e., the substance, content, object of law; and, does not properly imply a thing conformable to or enjoined by law.
64. PROOF OF CLAIM, “legal” does not pertain to the understanding, the exposition, the administration, the science, and the practice of law; as, the legal profession, legal advice, legal blanks, newspaper, and the like.
65. PROOF OF CLAIM, “legal’ does not mean implied or imputed in law; and, is not opposed to actual; i.e., express, what is real, substantial, existing presently in act, valid objective existence as opposed to that which is merely theoretical or possible.
66. PROOF OF CLAIM, “legal” does not look more to the “letter” of the law; i.e., form, appearance, and shadow of the law.
67. PROOF OF CLAIM, “legal” is not more appropriate for conformity with positive rules of law; and, lawful is not more appropriate for accord with ethical principles.
68. PROOF OF CLAIM, “legal” does not import rather the forms (appearances) of law are observed, that the proceeding is correct in method, and rules prescribed (dictated) have been obeyed.
69. PROOF OF CLAIM, lawful does not import that the right is actful in substance, and that moral quality is secured.
70. PROOF OF CLAIM, “legal” is not the antithesis of equitable; and, is not the equivalent of “constructive”; i.e., 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.
71. PROOF OF CLAIM, “legal” matters do not administrate, conform to, and follow rules; and, are not equitable in nature; and, are not implied; i.e., presumed, rather than actual; i.e., express.
72. PROOF OF CLAIM, a “legal” process cannot be defective in law; and, the “legal” process within the above referenced alleged ***CIVIL/COMMERCIAL/Instant matter/Criminal Case/Civil Cause/Action upon exercise of a right*** is not defective in law.
73. PROOF OF CLAIM, to be “legal,” a matter does follow the law; and, is required to follow the law; and, does not rather conform to and follow the rules or forms of law.
74. PROOF OF CLAIM, lawful matters are not ethically enjoined in “the law of the land” the law of the People and are not actual in nature, they are implied.
75. PROOF OF CLAIM, the proper and truthful definition and meaning of the term/word “legal” is not “color-of--law”; i.e. the appearance or semblance of law; without the substance, or right. [See: State v. Brechler, 185 Wis. 599, 202 N.W. 144, 148]
76. PROOF OF CLAIM, “colorable” does not mean that which is in appearance only, and not in reality, what it purports to be; counterfeit, feigned, having the appearance only of truth. [See: Ellis v. Jones, 73 Colo. 516, 216 P. 257, 258]
77. PROOF OF CLAIM, “statutory jurisdiction” is not a “colorable” jurisdiction, created to enforce colorable contracts; and, is not legislative and administrative rather than judicial in nature; and, does not operate/function/exist to enforce commercial agreements based upon “implied consent” rather than contracts under the common law or “the law of the land.”
78. PROOF OF CLAIM, “public policy” does not equal Government policy; which does not equal corporate policy; which, does not equal commerce; which, does not equal Federal Reserve re-insurance policy; which, does not equal public credit/debt; which, does not equal commercial transactions of private enterprise; which, does not equal non-substance re-insurance script (Federal Reserve Notes [a note being evidence of debt]); which, does not function as “money” (currency) in a “colorable” admiralty/maritime jurisdiction.
79. PROOF OF CLAIM, a copyright symbol employed/used in the publication of written or recorded matter does not act/operate to give NOTICE that said printed/recorded matter is the private intellectual property - out of the public domain - of the copyright owner.
80. PROOF OF CLAIM, a copyright symbol employed/used in publication of “statute/law” books (“Codes”) as specifically employed/used in the printed publication of the United States Code and/or specifically THE ACT OF MARCH 9TH, 1933 Proclamation 2038, 2039, 2040 AND Titles 4, 7, 11, 12, 15, 16, 18, 28, 31 and 42 USC; C.F.R., THE FEDERAL REGISTRY, thereof does not act/operate to give NOTICE to all that the contents therein is the private intellectual property of the copyright owner, and out of the public domain.
81. PROOF OF CLAIM, a “statute/law” book (“Code”) placed under copyright such as the United States Code and/or specifically THE ACT OF MARCH 9TH, 1933 Proclamation 2038, 2039, 2040 AND Titles 4, 7, 11, 12, 15, 16, 18, 28, 31 and 42 USC; C.F.R., THE FEDERAL REGISTRY, thereof is not by virtue and operation of said copyright factually, substantially, and truthfully “private law” in support of a “private right” belonging to the copyright owner.
82. PROOF OF CLAIM, the Maxim of Law: Ignorance of the law is no excuse does apply to “private law” in support of a “private right”; and, that any man or woman; and specifically the Undersigned as this relates to and bears upon the above referenced alleged Instant matter/Criminal Case/Civil Cause/Action upon exercise of a right, does have any duty, obligation, or compelling need to know the “private law” in support of a “private right” of any***, a Private Citizen,*** or person. [See: Freichnecht v. Meyer, 39 N.J.Eq. 551, 560]
83. PROOF OF CLAIM, that genuine, actual, true law of the People can be copyrighted.
84. PROOF OF CLAIM, any true public document of a de jure and de facto State or Nation has been, and can be under copyright; and, such are not in the public domain.
85. PROOF OF CLAIM, whereas ALL “statute/law” books (“Codes”) of the federal and State Governments; and specifically the United States, are copyrighted***, a Private Citizen,*** practicing law would not require a “letters patent” to practice said law within the present day courts; and said right to practice law is not a “property right” existing by virtue of “letters patent”; and, said patent is not the so-called “license” an attorney holds out as possessing to would be clients; and, without said patent, said man or woman, would not be doing that which would otherwise be illegal, a trespass, or a tort. [See: Black’s Law Dictionary, Rev. 4th Ed., (1968), p. 1067 at LICENSE (cases cited); 168 A. 229; 114 N.J.Eq. 68]
86. PROOF OF CLAIM, whereas West Publishing Company holds out its firm as the copyright owner, the fact that said company is owned by The Thompson Group, LLC, LTD a publishing interest of The Crown, does not thereby; and therein, constitute and establish said “statute/law” books (“Codes”) known as The United States Code foreign owned “private law” in support of a “private right” of the actual copyright owner; i.e. The Crown. NOTE: The Thompson Group owns; inter alia, West Publishing Company; Barclays West Group; Bancroft Whitney; Clark Bordman, Callaghan; Legal Solictias; Rutter Group; Warren, Gorham & Lamont; Lawyers Co-op; Reed Elsevier owns; inter alia, Lexis; Deering Codes, rendering all such published “law” private, non-public domain, property of The Crown.
87. PROOF OF CLAIM, a “court of record” is not a judicial tribunal having attributes and exercising functions independently of the “person” of the Magistrate designated generally to hold it; and, does not proceed according to the course of common law; and, its acts and proceedings are not “enrolled”; i.e., to register; to make a record; to enter on the rolls of a court; to transcribe, for a “perpetual” memorial. [See: Ream v. Commonwealth, 3 Serg. & R. (Pa.) 209; Anderson v. Commonwealth, 275 Ky. 232, 121 S.W.2d 46, 47; Jones v. Jones, 188 Mo.App. 220, 175 S.W. 227, 229; Ex parte Gladhill, 8 Metc., Mass. 171, per shaw, C.J.]
88. PROOF OF CLAIM, a “court of record” is not the ONLY court that possesses the power to fine or imprison; and, “courts not of record” do possess the power to fine or imprison. [See: 3 Bl. Comm. 24; 3 Steph. Comm. 383; The Thomas Fletcher, C.C.Ga. 24 F. 481; Ex parte Thistleton, 52 Cal. 225; Erwin v. U.S., D.C.Ga. 37 F. 488, 2 L.R.A. 229; Heininger v. Davis, 96 Ohio St. 205, 117 N.E. 229, 231]
89. PROOF OF CLAIM, a “de facto court” is not a court established, organized, and exercising its judicial functions under authority of a “statute” apparently valid, but which may in fact be unconstitutional and afterward so adjudged; and, is not a court, which is established and acting under the authority of a “de facto Government.” [See: 1 Bl. Judgm. §173; In re Manning, 139 U.S. 504, 11 S Ct. 624, 35 L. Ed. 264; Gildemeister v. Lindsey, 212 Mich. 299, 189 NW. 633, 635]
90. PROOF OF CLAIM, if a court is not a “court of record” it does have any power to fix and establish a “penalty”; i.e. a punishment established by law or authority for a criminal/public offense; and, does thereby; and therein, create any “penological interest” for others to claim; e.g., State and Federal Correctional Institutions.
91. PROOF OF CLAIM, the alleged “court of record” within the above referenced alleged ***CIVIL/COMMERCIAL/Instant matter/Criminal Case/Civil Cause/Action upon exercise of a right*** was not and is not established, organized, and exercising its judicial functions under authority of a statute; and, said statute is not unconstitutional; and, is not established and acting under authority; e.g., authority derived from a foreign “un/non-constitutional source of authority” of law, of a de facto Government; i.e., a Government not lawfully created, operating, functioning, and exercising its authority in accordance with and pursuant to the instrument/document of its creation which established and ordained the Government for the United States, i.e., the Original Jurisdiction as opposed to the UNITED STATES ; and, was not and is not exercising its judicial functions and authority as a “de facto court” of said de facto Government/authority.
92. PROOF OF CLAIM, the United States/UNITED STATES, is not a federal corporation; and, is not a “foreign corporation” with respect to the State. [See: Title 28 U.S.C., § 3002(15), in para materia Title 11 U.S.C., §109(a); 534 F.Supp. 724; 1 Marsh Dec. 177, 181; Bouvier’s Law Dictionary, 5th Ed.; Black’s Law Dictionary, 6th Ed.; 19 C.J.S., § 884, In re Merriam’s EState, 36 N.Y. 505, 141 N.Y. 479, affirmed in U.S. v. Perkins, 163 U.S. 625]
93. PROOF OF CLAIM, the UNITED STATES is not a municipal for-profit corporation originally incorporated February 21, 1871, under the name “District of Columbia,” and Reorganized June 8, 1878, d.b.a. “UNITED STATES GOVERNMENT.” [See: 16 Stat. 419, ch. 62, 41st Congress, 3rd Session, “An Act to Provide a Government for the District of Columbia”; 20 Stat. 102, ch. 180, 45th Congress, 2nd Session, “An Act Providing a Permanent Form of Government for the District of Columbia.”]
94. PROOF OF CLAIM, the UNITED STATES is not a corporate entity operating/functioning in commerce as a bankrupt in Chapter 11 Reorganization wherein; and whereby, the Federal Government represented therein has been dissolved along with said corporations Sovereign Authority; and, the official capacities of all offices, officers, and departments, and said federal Government does not exist today in name only. [See: House Joint Resolution 192 of June 5, 1933, Pub. R. 73-10; Executive Orders 6072, 6102, 6111, and 6246; Senate Report 93-549; Cong. Rec., March 17, 1993, vol. 33, speaker: James A. Trafficant, Jr., which States in part: “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, 73rd Congress in session June 5, 1933 - Joint Resolution to Suspend the Gold Standard and Abrogate the Gold Clause - dissolved the Sovereign Authority of all United States and the official capacities of all United States Government Offices, Officers, and Departments and is further evidence that the United States Federal Government exists today in name only…”]
95. PROOF OF CLAIM, this new “municipal corporation” d.b.a. UNITED STATES GOVERNMENT did not adopt the original organic Constitution for the United States of America as its corporate municipal charter. [See: 41st Congress’ Act(s), Session 3, ch. 62, p. 419, Sec. 34, February 21, 1871]
96. PROOF OF CLAIM, the location of the United States/UNITED STATES is not in the District of Columbia. [See: UCC 9-307(h); which States: “Location of United States is located in the District of Columbia.”; cf. Title 28 D. C. Code § 28.9-307(h)].
97. PROOF OF CLAIM, this Government for the “District of Columbia” was not abolished by Act of June 20, 1874; and, a temporary Government by “commissioners” was not thereby created and existed until the Act of June 11, 1878, wherein provision was made for the continuance of the “District of Columbia” as a “municipal corporation” controlled by the federal Government through these “commissioners”; and, said corporation is not subject to the ordinary rules that govern the law of procedure between private persons. [See: U.S. Rev. Stat. 1 Supp. 22; 7 D.C. 178; 132 U.S. 1, which States: “The sovereign power is lodged in the Government of the United States, and not the corporation of the district.”]
98. PROOF OF CLAIM, the term “United States” as used and employed within the Constitution for the United States of American***,*** at Article III Section 3, is not used in the plural; i.e., them, their; and, does not mean none other than the People of the “several States” and the National Government situated within the ten (10) mile square of the District of Columbia, its enclaves, forts, magazines, docks, and arsenals scattered abroad, under; and only under, said Constitution establishing and ordaining the Original Jurisdiction and the Government for same.
99. PROOF OF CLAIM, the term/word “State” does not mean 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 [See: UCC 9-102(a)(76); cf. Title 28 D.C. Code § 28.9-102(a)(76)]; and, a “State of the United States” is inclusive of the fifty freely associated compact States; i.e., the “several States,” but a “State of the United States” is not a corporate or corporately “colored” sub-franchise territorial State unit of the parent corporation; i.e., UNITED STATES.
100. PROOF OF CLAIM, the term “in this State,” “this State,” and “State” as employed/used within federal and State statutes/laws/ordinances/regulations/codes, and the like; and specifically as this relates to and bears upon the United States Code and ALL Titles thereof, and the two-capital-letter federal postal designation; e.g., AL, GA, KY AND NY and the five-digit ZIP; i.e., Zoning Improvement Plan, code are references to, and are inclusive of the freely associated compact union States; i.e. the “several States,” and are not rather terms, designations, and codes defining and referencing federal zones/territorial State units; and, are not defined for tax jurisdiction purposes as the “District of Columbia”; i.e., UNITED STATES, and accordingly “Georgia” is included in such terms, designations, and codes. [See: California Revenue & Taxation Code, §§ 6017, 11205, 17018, and 23034]
101. PROOF OF CLAIM, the “District of Columbia,” and the territorial district of the UNITED STATES are “States” within the meaning of the Constitution for the United States of America and the “Judiciary Act” so as to enable a citizen thereof to sue a citizen of one of the States in federal courts, and are not “States” as that word is used in treaties with foreign powers, with respect to the ownership, disposition, and inheritance of property. [See: 2 Cra. 445; 1 Wheat. 91; Charlt.R.M. 374; 1 Kent, Com. 349, which States: “However extraordinary it might seem to be, that the courts of the United States, which were open to aliens, and to the citizens of every State, should be closed upon the inhabitants of those districts [territories and the District of Columbia], on the construction that they were not citizens of a State, yet as the court observed, this was a subject for legislative and not judicial consideration.”; 182 U.S. 270; Bouvier’s Law Dictionary, Baldwin’s Student Edition, Banks - Baldwin Publishing Co. (1804), Cleveland, 1948), Complete Rev. Ed., p. 310]
102. PROOF OF CLAIM, Respondent(’s) do and will have any right to deny, argue, controvert, or otherwise protest the facts in the matters set, established, and agreed upon between the parties to this Conditional Acceptance for Value and counter offer/claimFor Proof Of Claim within any forum/venue the Undersigned may choose to bring an action/proceeding in to obtain redress and remedy in this matter; and all matters relating to and arising from said matter; and, such act(s) upon the part of Respondent(’s) will not be deemed and evidenced as act(s) of breach of said agreement, further attempts to perpetrate acts of fraud upon the Undersigned, bad faith, and the like.
103. PROOF OF CLAIM, the Respondent(’s) do not have the “duty” and “obligation” to produce the “Proofs of Claim,” as requested herein, pursuant to the principles and doctrines of “clean hands” and “good faith” dealings with the Undersigned, and applicable statute(s) as they operate upon Respondent(’s) as “office holders”; i.e., officer(s)/agent(s), of the corporate Government juridical construct commercial vessel d.b.a. by oath of office thereto, and contract therewith as a voluntary commercial indenture therein; and thereto.
104. **CAVEAT**
105. Please understand that while the Undersigned wants, wishes and desires to resolve this matter as promptly as possible, the Undersigned can only do so upon Respondent(’s) ‘official response’ to this Conditional Acceptance for Value and counter offer/claimfor Proof of Claim by Respondent(’s) providing the Undersigned with the requested and necessary Proof of Claims raised herein above.
106. Therefore, as the Undersigned is not a signatory; NOR a party, to your “social compact” (contract) known as the Constitution (Charter) of the UNITED STATES; NOR noticed NOR cognizant, of any agreement/contract between the UNITED STATES, and the Undersigned and specifically any obtained through FULL DISCLOSURE and containing any FAIR/VALUABLE CONSIDERATION therein, which would act/operate to create andestablish a “relationship”(nexus) and thereby; and therein, bind the Undersigned to the specific “source of authority” for the creation and existence of the alleged statute(s)/law(s) as contained and allegedly promulgated within the “Code” known as the United States Code; which, with the privity of contract or contract itself would thereby; and therein, create and establish legal force and or effect of said statute(s)/law(s) over and upon the Undersigned; and, would also act/operate to subject the Undersigned to the “statutory jurisdiction” of the UNITED STATES, its laws, venue, jurisdiction, and the like of its commercial courts/administrative tribunals/units and thereby; and therein, bind the Undersigned to said courts/administrative tribunal’s/unit’s decisions, orders, judgments, and the like; and specifically as within the above referenced alleged Commercial/Civil/Cause; and, which would act/operate to establish and confer upon said court/administrative tribunal/unit the necessary requirement/essential of “subject-matter jurisdiction” without which it is powerless to move in any action other than to dismiss. And as a result thereof the parties agree that any statute and/or code introduced by the United States Congress and or state legislature under its non-governmental capacity i.e. it’s “corporate business commercial transacting capacity”, are not binding on any of the parties, and cannot be introduced and or used as any justification for any proceeding, and/or procedure, and or remedy respecting this matter. The arbitration process is binding on all parties and is the sole and exclusive remedy for redressing any issue associated with this agreement. That this agreement supersedes and predates as well as replaces any and all prior agreements between the parties, and is binding on all parties and irrevocable, and the parties agreed to the terms and conditions of this agreement upon default of the defaulting party as of the date of the default, that the value of this agreement and the amount demanded is (**enter the dollar amount here, you are to enter that amount in words as well as numeric format, an example is $80,000 (EIGHTY THOUSAND DOLLARS)(you can remove this section that is in parentheses, as it’s only for informational purposes only**). The Undersigned once more respectfully requests the Respondent(’s) provide said necessary Proof of Claims so as to resolve the Undersigned’s confusion and concerns within this/these matter(s). Otherwise, the Undersigned must ask, “What is the Undersigned’s remedy?”
107. **THEREFORE**, as Respondent(’s) have superior knowledge of the law, and as custodian of record has access to the requested and necessary Proof of Claims, and otherwise being in a ‘catbird’s seat’ to provide the requested and necessary Proof of Claims raised herein above, Respondent(’s) is able, capable, and most qualified to inform the Undersigned on those matters relating to and bearing upon the above referenced alleged ***CIVIL/COMMERCIAL/Cause*** and thereby; that there is a duty on the part of the parties to communicate and/or respond to the aforementioned proof of claim and/or demand associated with this self-executing binding irrevocable contractual agreement coupled with interests and therein, has an obligation to clear-up all confusion and concerns in said matter(s) for the Undersigned as to the nature and cause of said process(s), proceeding(s), and the like as well as the lawfulness and validity of such to include; inter ali***,*** all decisions, orders, and the like within; and arising from, all such within said Commercial/Civil/Cause.
108. The Undersigned herein; and hereby, provides the Respondent(’s) ten (10) Calendar days; to commence the day after receipt of this Conditional Acceptance for Value and counter offer/claimfor Proof of Claim, in which to gather and provide the Undersigned with the requested and necessary Proof of Claims raised herein above, with the instruction, to transmit said Proof of Claims to the Undersigned and the below named Notary/Third Party and or their representative as stipulated and attached hereto if applicable, for the sole purpose of certifying RESPONSE or want thereof from Respondent(’s). Further, the Undersigned herein; and hereby, extends to the Respondent(’s) the offer for an additional ten (10) Calendar days in which to provide the requested and necessary Proof of Claims raised herein above. If Respondent(’s) desires the additional ten (10) Calendar days, Respondent must cause to be transmitted to the Undersigned and the below named Notary/Third Party etc. al; a signed written REQUEST. Upon receipt thereof, the extension is automatic; however, the Undersigned strongly recommends the Respondent(’s) make request for the additional ten (10) Calendar days well before the initial ten (10) Calendar days have elapse to allow for mailing time. NOTICE: Should Respondent(’s) make request for the additional ten (10) Calendar days, said request will be deemed “good faith” on the part of Respondent(’s) to perform to this offer and provide the requested and necessary Proof of Claims. Should Respondent(’s) upon making request for the additional ten (10) Calendar days, of which there will be, cannot be, and shall not be any extension as the aforementioned requested information is required to be readily available for inspection and review upon demand, then fail or otherwise refuse to provide the requested and necessary Proof of Claims, and/or fails to provide the specific information in full detail as specified according to the terms of this agreement, and or shall cause to have presented a nonresponse, and or a general response, and or a nonspecific response, which shall only constitute as an attempt to evade, to avoid, to delay, said act(s) on the part of Respondent(’s) shall be deemed and evidenced as an attempted constructive fraud, deception, bad faith, and the like upon Respondent’s (s’) part and further attempts to cause an inflict injury upon the Undersigned. Further, the Undersigned herein strongly recommends to Respondent(’s) that any Proof of Claims and request for the additional ten (10) Calendar days be transmitted “Certified” Mail, Return Receipt Requested, and the contents therein under Proof of Mailing for the good of all concerned.
109. Should the Respondent(’s) fail or otherwise refuse to provide the requested and necessary Proof of Claims raised herein above within the expressed period of time established and set herein above, Respondent(’s) will have failed to State any claim upon which relief can be granted. Further, Respondent(’s) will have agreed and consented through “tacit acquiescence” to ALL the facts in relation to the above referenced alleged Commercial/Civil/Cause, as raised herein above as Proof of Claims herein; and ALL facts necessarily and of consequence arising there from, are true as they operate in favor of the Undersigned, and that said facts shall stand as prima facie and ultimate (un-refutable) between the parties to this Conditional Acceptance for Value and counter offer/claimfor Proof of Claim, the corporate Government juridical construct(s) Respondent(’s) represents/serves, and ALL officers, agents, employees, assigns, and the like in service to Respondent(’s), as being undisputed. Further, failure and/or refusal by Respondent(’s) to provide the requested and necessary Proof of Claims raised herein above shall act/operate as ratification by Respondent(’s) that ALL facts as set, established, and agreed upon between the parties to this Conditional Acceptance for Value and counter offer/claimfor Proof of Claim, are true, correct, complete, and NOT misleading.
110. **ARBITRATION- AN ADMINISTRATIVE REMEDY COGNIZABLE AT COMMON-LAW**

1. **ADDITIONALLY** it is exigent and of consequence for the Undersigned to inform Respondent(’s), in accordance with and pursuant to the principles and doctrines of “clean hands” and “good faith,” that by Respondents(s) failure and or refusal to respond and provide the requested and necessary Proof of Claims raised herein above and thereby; and it shall be held and noted and agreed to by all parties, that a general response, a nonspecific response, or a failure to respond with specificities and facts and conclusions of common law, and or to provide the requested information and documentation that is necessary and in support of the agreement shall constitute a failure and a deliberate and intentional refusal to respond and as a result thereby and or therein, expressing the defaulting party’s consent and agreement to said facts and as a result of the self-executing agreement, the following is contingent upon their failure to respond in good faith, with specificity, with facts and conclusions of common-law to each and every averment, condition, and/or claim raised; as they operate in favor of the Undersigned, through “tacit acquiescence” (tacit- within the context of this agreement shall always imply conduct, act(’s), action(’s), inaction(’s), or otherwise amounting to or constituting assent, to have final determination by the selected arbitrator exclusively) admission that the Court has the right **(jurisdiction)** to judge in the cause **(i.e. subject matter jurisdiction),** Respondent(’s) NOT ONLY expressly affirm the truth and validity of said facts set, established, and agreed upon between the parties to this Conditional Acceptance for Value and counter offer/claimfor Proof of Claim, but Respondent(’s); having agreed and consented to Respondent(’s) having a duty and obligation to provide the requested and necessary Proof of Claims raised herein above, will create and establish for Respondent(’s) an estoppel in this matter(s), and ALL matters relating hereto; and arising necessarily therefrom;

and,

1. In accordance with and pursuant to this agreement; a contractually (consensual) binding agreement between the parties to this Conditional Acceptance for Value and counter offer/claimfor Proof of Claim to include the corporate Government Agency/Department construct(s) whom Respondent(’s) represents/serves; as well as, ALL officers, agents, employees, assigns, and the like in service to Respondent(’s) will not argue, controvert, oppose, or otherwise protest ANY of the facts already agreed upon by the parties set and established herein; and necessarily and of consequence arising therefrom, in ANY future remedial proceeding(s)/action(s), including binding arbitration and confirmation of the award in the Court of the United States of America at any competent court under original jurisdiction, in accordance with the general principles of non-statutory Arbitration, wherein this Conditional Acceptance for the Value/Agreement/Contract no. **3531-QW8429PPLXFHG CX-KH BF457HY71 – 4ETSWT4©** constitutes an agreement of all interested parties in the event of a default and acceptance through silence/failure (where and such silence and our failure equates action(’s) to act(’s), conduct, performance, forbearance, inaction, equating to assent) documenting the parties consent (whether directly and/or indirectly related, third party, interested party and/or otherwise) agreeing to settle any and all disputes by arbitration, via the SITCOMM ARBITRATION ASSOCIATION and if not available or otherwise be deemed incapable of conducting the proceedings either personally or through a subcontractor, the parties elect that the default shall result in arbitration and shall be forthwith had through THE EEON FOUNDATION, and the parties agree that arbitrations shall be the sole and exclusive remedy for settling any and all disputes arising out of this agreement and/or associated in any way with this agreement. To respond when a request for summary disposition of any claims or particular issue may be requested and decided by the arbitrator, whereas a designated arbitrator shall be chosen at random, who is duly authorized, and in the event of any physical or mental incapacity to act as arbitrator, the Undersigned shall retain the authority to select any neutral(s)/arbitrator(s) that qualify pursuant to the common law right to arbitration, as the arbitration process is a private remedy decided upon between the parties, and with respects this agreement, the defaulting party waives any and all rights, services, notices, and consents to the undersigned and or the undersigned’s representative selection of the arbitrator thereby constituting agreement, and any controversy or claim arising out of or relating in any way to this Agreement or with regard to its formation, interpretation or breach, and any issues of substantive or procedural arbitrability shall be settled by arbitration, and the arbitrator may hear and decide the controversy upon evidence produced although a party who was duly notified of the arbitration proceeding did not appear; that the ARBITRATOR deems necessary to enforce the “good faith” of ALL parties hereto within without respect to venue, jurisdiction, law, and forum the ARBITRATOR deems appropriate.
2. This constitutes an agreement of all interested parties in the event of a default and acceptance through silence/failure (where and such silence and our failure equates action(’s) to act(’s), conduct, performance, forbearance, inaction, equating to assent) documenting the parties consent (whether directly and/or indirectly related, third party, interested party and/or otherwise) agreeing to settle any and all disputes by arbitration, via the SITCOMM ARBITRATION ASSOCIATION and if not available or otherwise be deemed incapable of conducting the proceedings either personally or through a subcontractor, the parties elect that arbitration shall be forthwith had through THE EEON FOUNDATION, and the parties agree that arbitrations shall be the sole and exclusive remedy for settling any and all disputes arising out of this agreement and/or associated in any way with this agreement. To respond when a request for summary disposition of any claims or particular issue may be requested and decided by the arbitrator , whereas a designated arbitrator shall be chosen at random, who is duly authorized, and in the event of any physical or mental incapacity to act as arbitrator, the Undersigned shall retain the authority to select any neutral(s)/arbitrator(s) that qualify pursuant to the common law right to arbitration, as the arbitration process is a private remedy decided upon between the parties, and with respects this agreement, the defaulting party waives any and all rights, services, notices, and consents to the undersigned and or the undersigned’s representative selection of the arbitrator thereby constituting agreement, and any controversy or claim arising out of or relating in any way to this Agreement or with regard to its formation, interpretation or breach, and any issues of substantive or procedural arbitrability shall be settled by arbitration, and the arbitrator may hear and decide the controversy upon evidence produced although a party who was duly notified of the arbitration proceeding did not appear; that the ARBITRATOR deems necessary to enforce the “good faith” of ALL parties hereto within without respect to venue, jurisdiction, law, and forum the ARBITRATOR deems appropriate.
3. Further, Respondent(’s) agrees the Undersigned can secure damages via financial lien on assets, properties held by them or on their behalf for ALL injuries sustained and inflicted upon the Undersigned for the moral wrongs committed against the Undersigned as set, established, agreed and consented to herein by the parties hereto, to include but not limited to: constitutional impermissible misapplication of statute(s)/law(s) in the above referenced alleged Commercial/Civil/Cause; fraud, conspiracy (two or more involved); trespass of title, property, and the like; and, ALL other known and unknown trespasses and moral wrongs committed through ultra vires act(s) of ALL involved herein; whether by commission or omission. Final amount of damages to be calculated prior to submission of Tort Claim and/or the filing of lien and the perfection of a security interest via a Uniform Commercial Code financing 1 Statement; estimated in excess of ONE (1) Million dollars (USD- or other lawful money or currency generally accepted with or by the financial markets in America), . Per Respondent(’s) failure and or refusal to provide the requested and necessary Proof of Claims and thereby; and therein consenting and agreeing to ALL the facts set, established, and agreed upon, by such assenting conduct it is agreed upon between the parties hereto, that such conduct shall constitute a self-executing binding irrevocable durable general power of attorney coupled with interests; this Conditional Acceptance for Value and counter offer/claimfor Proof of Claim becomes the security agreement under commercial law whereby only the non-defaulting party becomes the secured party, the holder in due course, the creditor in and at commerce. It is deemed and shall always and forever be held that the undersigned and any and all property, interest, assets, estates, trusts commercial or otherwise shall be deemed consumer and household goods not-for-profit and or gain, private property, and exempt, not for commercial use, nontaxable as defined by the Uniform Commercial Code article 9 section 102 and article 9 section 109 and shall not in any point and/or manner, past, present and/or future be construed otherwise- see the Uniform Commercial Code article 3, 8, and 9.
4. Should Respondent(’s) allow the ten (10) Calendar days or twenty (20) Calendar days total if request was made by signed written application for the additional ten (10) Calendar days to elapse without providing the requested and necessary Proof of Claims, Respondent(’s) will go into fault and the Undersigned will cause to be transmitted a Notice of Fault and Opportunity to Cure and Contest Acceptance to the Respondent(’s); wherein, Respondent(’s) will be given an additional three (3) days (72 hours) to cure Respondent’s (s’) fault. Should Respondent(’s) fail or otherwise refuse to cure Respondent’s(s’) fault, Respondent will be found in default and thereby; and therein, Respondent will have established Respondent’s(s’) consent and agreement to the facts contained within this Conditional Acceptance for Value and counter offer/claimfor Proof of Claim as said facts operate in favor of the Undersigned; e.g., that the judgment of alleged “court of record” within the above referenced alleged ***Commercial/Civil/Cause*** is VOID AB INITIO for want of subject-matter jurisdiction of said venue; insufficient document (Information) and affidavits in support thereof for want of establishing a claim of debt; want of Relationship with the “source of authority” for said statute(s)/law(s) for want of privity of contract, or contract itself; improperly identified parties to said judgment, as well as said dispute/matter; and, Respondent(’s) agrees and consents that Respondent(’s) does have a duty and obligation to Undersigned; as well as the corporate Government Department/agency construct(s) Respondent(’s) represents/serves, to correct the record in the above referenced alleged ***Commercial/Civil/Cause*** and thereby; and therein, release the indenture (however termed/styled) upon the Undersigned and cause the Undersigned to be restored to liberty, and releasing the Undersigned’s property rights, as well as ALL property held under a storage contract in the “name” of the all-capital-letter “named” defendant within the above referenced alleged ***Commercial/Civil/Cause*** within the alleged commercially “bonded” warehousing agency d.b.a., for the commercial corporate Government construct d.b.a. the United States. That this presentment is to be construed contextually and not otherwise, and that if any portion and/or provision contained within this presentment, this self-executing binding irrevocable contractual agreement coupled with interests, is deemed or held as inapplicable and or invalid, it shall in no way affect any other portion of this presentment. That the arbitrator is permitted and allowed to adjust the arbitration award to no less than two times the original value of the properties associated with this agreement, plus the addition of fines, penalties, and other assessments that are deemed reasonable to the arbitrator upon presentment of such claim, supported by prima facie evidence of the claim.

1. The defaulting party will be estopped from maintaining or enforcing the original offer/presentment; i.e., the above referenced alleged ***Commercial/Civil/Cause*** as well as ALL commercial paper (negotiable instruments) therein, within any court or administrative tribunal/unit within any venue, jurisdiction, and forum the Undersigned may deem appropriate to proceed within in the event of ANY and ALL breach(s) of this agreement by Respondent(’s) to compel specific performance and or damages arising from injuries there from. The defaulting party will be foreclosed by laches and or estoppel from maintaining or enforcing the original offer/presentment in any mode or manner whatsoever, at any time, within any proceeding/action. Furthermore, the respondents are foreclosed against the enforcement, retaliation, assault, infringement, imprisonment, trespass upon the rights, properties, estate, person whether legal, natural or otherwise of the presenter/petitioner and/or his interest and/or his estate retroactively, at present, post-actively, forever under any circumstances, guise, and or presumption!
2. **NOTICE OF COMMON-LAW ARBITRATION:**

1. The Supreme Court has firmly held in *Archer* (2019), that the Courts are prohibited from engrafting “exceptions”, note:

‘When a contract delegates arbitrability questions to an arbitrator, some federal courts (have in an on-going conspiracy), none the less with short-circuit the process and decided the arbitrability questions themselves …”

1. The Supreme Court stated, “the Act does not contain a Declaratory, Injunctive, or whole groundless exception, as such it is consistent with the Federal Arbitration Act’, they concluded that ‘the Act does not contain such “exceptions”, and that they were not at liberty to rewrite the statute passed by Congress and signed by the President’. 586 U.S. \_\_\_\_\_, (2019)
2. The Court further held “when the Parties contract delegate the arbitrability questions to an arbitrator, the Court’s (all of them), must respect the parties’ decision as embodied in the contract. We vacate the contrary Judgment of the Court of Appeals. *Id.*
3. As stated by the United Court, matters of Arbitration are, if previously agreed and embodied in the contract, must be left to the Arbitrator to decide.
   1. The Plaintiff/Complaining Opposition Party, and each of the Respondents “agreed to the performance agreement [they] was given . . . as noted above, the Plaintiff failed to fulfill his [their] responsibilities under the performance agreement, [as] the contract is a performance contract in which the plaintiff [Respondents] acknowledges and agrees . . . the Court [Arbitrator] assumes that contract law would apply to this document.” *See, Charles et al.,* 215 U.S. Dist. Lexis 1 (*Charles, et al. v. Board, et al.*).
   2. The Plaintiff/Complaining Opposition Party acknowledges and willingly admits to receiving the several notices, thus eliminating the concealment element of fraud. *See,* F.R.C.P 9(b)
   3. The Plaintiff/Complaining Opposition Party acknowledges prior relationships (see, Page 12, paragraph 25; Page 17, paragraph 38), noted the general principles:

“The pre-existing Duty Rule” – is triggered when the promises undertakes to do something in addition to what he [they/she] is [are] already obligated to do under his [their/her] pre-existing Duty. *Great Plains Equip., et al. v. NW Pipeline, et al.*, 132 Idaho 754, 769-70, 979 P.2d 627 (1999).

* 1. It is said that UCC §§ 2-207 thru 2-210, governs provision added by a party unilaterally as well as provisions that alter pre-existing contracts based on mutual assent. So the contracts’ validity is protected the same as “the Rights Against the United States and other Parties arising out of a contract are protected by the 5th Amendment of the United States Constitution”. *US et al.*, 118 US 235, 238, 258 US 51, 65.

1. Jerome Powell in a 60 minutes video interview, as Chairman of the Federal Reserve, admitted to a National audience that the Federal Reserve and their member banks “print and create money digitally” out of thin air. This practice is unconstitutional which lead to the acceptance of these new terms per the new demand for payment for one of these digital-currency backed loans in violation of the “Equal Power for every dollar” principle. *Butter v. Thomson*, 1877, at least this is as every statement herein is based upon our belief and provided by historical records.

1. A legitimate Arbitration Association is governed by the F.A.A., and the parties via contract §§ 1-16, 201-216, 301-316.
   1. “Validity of Arbitration”, Doctrine:

“To qualify as a valid Arbitration under the F.A.A., the Arbitration must consider the evidence and arguments from each party – advanced,” 524 F.3d 1235, 1239 (11th Cir. 2008).

1. It appears by the facts and record that an Arbitration Association is not prohibited from:
   1. Marketing itself;
   2. From charging a fee;
   3. From providing a *denovo* hearing;
   4. Proof of Service;
   5. From utilizing U.S. Mails;
   6. From organizing Independent contractors;
   7. Providing awards in amount agreed by parties;
   8. From being represented by members of group;
   9. From challenging the jurisdiction of the Court;
   10. From the “Judicial Immunity Doctrine”; and, challenges the contract as a whole and not specifically the Arbitration clause, which by law it is said to be the sole jurisdiction of the Arbitrator. *See, Rent-A-Center v. Jackson*, 130 S. Ct. 2772, 2779 (2010). The Court held that “the only part of the Agreement that a Court may consider”, is the Arbitration clause. *Buckeye Check Cashing, Inc., v. Cardegna*, 546 US 440-446 (2006). The Plaintiff/Complaining Opposition Party and its alleged co-conspirators appear to be exceeding the limits mapped out for them in law in violation of the Secured Rights of Petitioners to Due Process of law.
2. “finding that the Plaintiff agreed to [arbitrate] mediate by failing to properly notify of their lack of acceptance … finding that the language indicating **Change in Terms**was offered … which was accepted by conduct … compelling Arbitration where Plaintiff received Arbitration Agreement … and manifest assent by performance.” *Tickanen v. Harris, Ltd.*, 461 F. Supp 2nd 863, 867, 868 (E. Wis. 2006); 713 US 304, 309, 713 US 304, 309, 793 NE 2d 886-892, No. 03-CIV-08823 (CSH), 2006 WP 69 2002;
3. It is believed that it is well settled that “… there is not defense offered to the confirmation of an Arbitration award … an opposing party cannot challenge an Arbitration award decided after proper hearing and noticed”. *Dean*, 470 US 213, 220 (1985) stating, “Congress intended the Courts to enforce [a]rbitration Agreements into which parties have entered.”

1. “Tactic Acquiescence”, is with reference to “conduct, action, inaction, forbearance, performance. See, Performance Contract for reference. There seems or appears to be an inference ‘that one acquiesces if they do not perform or fail to perform an act’, this is not what it appears the contracts suggest and the Arbitrators relied upon.
   1. The Arbitrator would appear and determine ‘if there was a prior relationship’? The Respondents confirmed the Arbitrators conclusion.
   2. ‘Was there a duty to respond’? The Arbitrator has determined that based on the claims of debt and the Fair Debt Collection Practices Act (hereinafter “FDCPA”), that there was a duty to respond.
   3. That there was a contract, that contained an expiration date, opt-out clause, arbitration and commerce clause, that the contract was doable, valid, enforceable, binding and irrevocable, The Arbitrator agreed with these qualifiers and it appears relied on these FAA standards, and the law of contracts (Restatement of Contract, Restatement of Contracts (Second/Third) in reaching the ‘Judicial Act’, qualified conclusions.
2. The Respondents appear to confuse Arbitration with litigation for they claim that:

“Final awards consists of variations of a standard form that fails to reference any specific details of the case … (pg.3, ¶ 3).

* 1. The Respondents then attempts to list the details they claim were deficient (see. Pg. 14-15, 32 ¶¶ 32, 44).
     1. “Arbitrators need not explain their rational for an award”. 948 F.2d 117, 121 (2nd Cir. 1991).
  2. It is believed that the Respondents waived their right to complain, by receiving notices and deliberately ignoring said notifications:

“that a party opposing enforcement must show it was not given “Notice” reasonably calculated to inform it of the proceedings and on opportunity to be heard … The Court found that the claimant with an opportunity [be heard] participate in the Arbitration in a meaningful manner and Respondents simply choose not to participate in the Arbitration proceedings.” *Tiangsu* 399 F.Supp. 2d 165, 1968 (E.D.N.Y. 2008), *Tianjin Port Free* at 4, 5.

1. As it is held and still remains, so we believe, “when a Judge acts where he or she does not have jurisdiction to act, he judge is engaged in an act or acts of treason.” *Cohen,* 19 US (6 Wheat) 264, 404 5 L.Ed 257 (1821).

1. As the Undersigned has no desire NOR wish to tie the hands of Respondent(’s) in performing Respondent’s(s’) agreed upon duty/obligation as set, established, and agreed upon within this Conditional Acceptance for Value and counter offer/claimfor Proof of Claim and thereby create/cause a “breach” of said contractually binding agreement on the part of the Respondent(’s), Respondent(’s) is hereby; and herein, NOTICED that if this waiver of said Copyright is not liberal, NOR extensive enough, to allow for the Respondent(’s) to specifically perform all duties/obligations as set, established, and agreed upon within the Conditional Acceptance for Value and counter offer/claimfor Proof of Claim: Respondent(’s) may; in “good faith” and NOT in fraud of the Undersigned, take all needed and required liberties with said Copyright and this waiver in order to fulfill and accomplish Respondent’s(s’) duties/obligations set, established, and agreed upon between the parties to this agreement. It shall be noted that no typo, misspelled word, and/or grammatical defect and/or error shall have any effect on the overall context of this contract and/or its validity. That as stated, this instrument shall be and forever shall remain contextually construed and never otherwise, and all parties agree hereinto/onto the same.
2. If Respondent(’s) has any questions and or concerns regarding said Copyright and or the waiver, Respondent(’s) is invited to address such questions and or concerns to the Undersigned in writing, and causing said communiqués to be transmitted to the Undersigned and below named Notary/Third Party. The respondents have acted as if the contract quasi-or otherwise does not place a binding obligation upon their persons, upon their organizations, upon their institutions, upon their job qualifications, and breaching that obligation breaches the contract, for which they cannot address due to the direct conflict of interest. It is as a result of that conflict of interest that binding arbitration shall be instituted
3. Your failure to respond, and this would include each of the respondents by their representative, and if represented by the Atty. Gen., such representation must be responsive for each State and/or State organization/department/agency, separately and severally to each of the points of averment, failure to respond to a single point of averment will constitute acquiescence, forfeiture, and a waiver of all rights with respects all of the points raised in this presentment.
4. **NOTICE TO AGENT IS NOTICE TO PRINCIPLE AND VICE VERSA**
5. **NOTICE**: In this Conditional Acceptance for Value and counter offer/claimfor Proof of Claim(a) the words “include,” “includes,” and “including,” are not limiting; (b) the word “all” includes “any” and the word “any” includes “all”; (c) the word “or” is not exclusive except when used in conjunction with the word “and”; as in, “and/or”; and (d) words and terms (i) in the singular number include the plural, and in the plural, the singular; (ii) in the masculine gender include both feminine and neuter. That due to the fact that this presentment/document/contract can only be construed contextually and not otherwise, it is not necessary for a question to contain a “?”, And whether or not a “?” Is followed by a specific question such instances does not excuse a party from having an obligation of responding with specificity and facts and conclusions of common-law.
6. This presentment shall constitute a CLAIM against the assets of your institution and is valid upon your failure to comply with the requirement of this agreement and to VALIDATE AND VERIFY THE COMPREHENSIVE ACCOUNTING!
7. **NOTICE**: All titles/names/appellations of corporate Government juridical constructs, and branches, departments, agencies, bureaus, offices, sub-whatever’s, and the like thereof, include any and all derivatives and variations in the spelling of said titles/names/appellations.
8. Please understand, that you have a duty to respond, now if you believe that you do not have a duty to respond, you are to notify the undersigned immediately. Regarding the issue of conduct equating to ascent, any general response, any nonspecific response, any failure to respond to a qualifying question and or inquiry, any validity to the truthfulness of the case sites of the judicial opinions, any proof of your engaging in commercial activities while you pretend, presume, assume, and or say to the contrary shall be construed as willful ascent to the terms and conditions of this agreement. This agreement is binding, and wholly enforceable, saved upon the grounds that exist in law and equity, and the law referenced here in is the common law.
9. This agreement stems from a prior agreement that exists between the parties, and it appears that you have made an attempt (“in this and every instance the term ‘you’, refers to each of the respondents individually as well as collectively”), to change the terms of our prior agreement. I have conditionally accepted the change of terms of our prior agreement that you have presented, however, this conditional acceptance is valid, binding, wholly enforceable and irrevocable.
10. **NOTICE**: Any and all attempts at providing the requested and necessary Proof of Claims raised herein above; and, requesting the additional ten (10) Calendar days in which to provide same; and, to address any and all questions and concerns to the Undersigned in regards to the Stated Copyright and waiver herein expressed, in any manner other than that provided for herein will be deemed non-responsive.

The Undersigned extends to the Respondent(’s) the Undersigned’s appreciations and thanks for Respondent’s(s) prompt attention, response, production of above Proof(s) of Claim and assistance in this/these matter(s). This presentment is not to be construed as an acceptance and/or application and/or subscription and/or request for license, admittance to any jurisdiction quasi-or otherwise, but shall remain as a direct objection to any and all claims to the contrary.

Sincerely,

Without Recourse

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

, **a Natural Man** (IF WO-MAN indicate)

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**This section is for your benefit, please do not attached is to your contract when you presented to the parties. This matter involves the United States, it also deals directly with your local state government if you deliver this, you are also to include a copy of this notice to the Atty. Gen. of the state. If it is a bank, and or a mortgage servicing company, you are to send it to all associated organizations, i.e. the financial institution, the servicing company, and the securitization trustee, that information is readily available upon your request to those organizations respecting your contract.**

**It is strongly suggested that you do not alter and/or change the structure of this document by much, that if there is a fee that you are associating with your claim, that it be no more than three times the value of the property as anything more than that will have to be justified, and any reasonable arbitrator will not give an award for an amount over three times the damage. This is not a process whereby a party can use it for revenge, this is a process where individuals look and seek to have correction of a wrong, to redress agreements through an alternative administrative remedy.**

**If you’re going to bring this matter before the ARBITRATION ASSOCIATION, you are forewarned that any information brought to their attention must specify that the arbitration agreement has been agreed upon by the parties, the amount claimed in the agreement, the names of the parties, the date that the agreement was entered into, and if there is a default the date of the default, and you will have to place in that request the page number and specific line where the information can be found by the arbitrator. It is after payment that the arbitrator will notify you of where to send copies of your evidence, whereby you will have to give a notarized affidavit saying that those are true copies of the original, you do not need the notary to certify that it is a true copy you must provide an affidavit under penalty of perjury that the copies are true copies of the original, any other language will cause that evidence not to be considered by the arbitrator and you will have to send the arbitrator a copy of the original documents, at which time there is no guarantee that the originals will be returned and or guarantee that the originals will be received and notification given you upon receipt. This provision is for liability purposes and policy procedures as well as insurance purposes.**

**Many will attempt to alter and/or change the document adding in so much information that will in many instances invalidate the agreement, please use caution, and remember, this is only a simple template, but it includes the provisions that are necessary for a contract, that is self-executing, that is irrevocable, that is binding coupled with interests.**

**Remember do not use the contract number on this document, you have to change that number, and always use that number for reference concerning this matter henceforth. Each contract number has to be different, so you will have to amend the contract number of this document when you create your own.**

Again, it is suggested that you-

(it is suggested that you list the name of each creditor here in this section, anything within the document that is in red you are to edit and then **remove the instructions ONLY**, so that it reads without the instructions)

(If this document needs to go to other parties, you are to indicate their names in the indicated sections, include the address for each, then delete this instructional section**) YOU MUST edit and then REMOVE EVERYTHING IN RED LETTERING!!!!!**