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STATE: TEXAS §
 §
COUNTY: TRAVIS §

Declaration

Notice of Acceptance of Constitutions and of Oath of Office

**Public notice for: David Albert Escamilla, successor and assigns,
d/b/a: **Travis County Attorney**,
and **deputies, assistants, sundry employees, agents, and all**
a/k/a: **PUBLIC SERVANTS** — Travis County, Texas**

MAY 25 2006

Point of Law

All contracts commence with an offer and only become binding upon acceptance. See: **Farnsworth on Contracts**, ©2004 by E. Allan Farnsworth, Third Edition, Aspen Publishers, ISBN: 0-7355-4605-3 (Vol. 1) 3.3. Fair use transcript attached.

The peoples' contracts being the Constitutions of the United States of America and the/The State of Texas and the mandated oath of office of the above named PUBLIC SERVANTS, amounts to nothing more than an offer of an intention to act or refrain from acting in a specified way between the respective governments and the private American people and for other purposes and is binding to those who choose to be subject to it, i.e. PUBLIC SERVANTS.

Be it known by these presents that I, James Marlin a competent natural man of the genealogy of Ebert, on the Land do hereby choose to honor your offer and accept the alleged constitutions of the United States and the/The State of Texas and the mandated Oath of Office of the above designated PUBLIC SERVANT, David Albert Escamilla, doing business as "Travis County Attorney" dated the 10 day of January, 2005, as found filed and recorded in the official public records of Travis county Texas, as instrument 2005023551, 2005 Feb 11, as well as and all previous ones, successor, assigns and deputies, assistants, employees, agents and all PUBLIC SERVANTS relating, as your open and binding offer of promise to form a firm and binding contract between the respective governments, their political instrumentalities and all the above so recognized PUBLIC SERVANTS and Me, Myself in My private capacity. Certified copy of instrument 2005023551 attached. By My acceptance

I reasonably require that in all of your actions as a PUBLIC SERVANT, as may, in any way, pertain to Me, you will faithfully perform all of your promises and stay in honor within the limitations of your ascribed constitutions, in your competency you will not create and proceed with any ex parte proceedings, unsubstantiated, unwarranted or unstated presumptions, quasi contracts or quasi in rem action, you will seek and act only the true facts and clearly tell the truth at all times, completely and unreserved at all times and respect and unconditionally protect My secured rights of life, personal liberty and private property and all rights antecedent thereto and therefrom at all times. **Should this not be true then let the record be corrected or it will stand as truth.**

I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on

Dana DeBeauvoir, County Clerk
By Deputy: F. MACHADO





In the name and by the authority of

The State of Texas

OATH OF OFFICE

I, David A. Escamilla, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Travis County Attorney of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

MAY 25 2006

I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on

Dana DeBeauvoir, County Clerk
By Deputy
P. MACHADO



I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on

MAY 23 2006



Dana DeBeauvoir, County Clerk
By Deputy:

Harvey D. Hysell
HARVEY D. HYSELL

D.A. Escamilla
Affiant

SWORN TO and subscribed before me by affiant on this 10 day of January, 2005.



Chantelle Graham

Signature of Person Administering Oath

Chantelle Graham

Printed Name

Notary Public

Title

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2005 Feb 11 11:18 AM 2005023551

HERRERAR 30.00

DANA DEBEAUVOIR COUNTY CLERK
TRAVIS COUNTY TEXAS

Form #2204

stays in
File

FAIR USE TRANSCRIPT

Attaching to Notice of Acceptance of Constitutions and of Oath of Office

Farnsworth on Contracts, ©2004 by E. Allan Farnsworth, Third Edition,
Aspen Publishers, ISBN: 0-7355-4605-3 (Vol. 1) www.aspenpublishers.com

3.3. Offer and Acceptance. The outward appearance of the agreement process, by which the parties satisfy the requirement of bargain imposed by the doctrine of consideration, varies widely according to the circumstances. It may, for example, involve face-to-face negotiations, an exchange of letters or facsimiles, a transaction between computers, or merely the perfunctory signing of a printed form supplied by the other party. Whatever the outward appearance, it is common to analyze the process in terms of two distinct steps: first, a manifestation of assent that is called an *offer*, made by one party (the *offeror*) to another (the *offeree*); and second, a manifestation of assent in response that is called an *acceptance*, made by the offeree to the offeror. Although courts apply this analysis on a case-by-case basis, depending on the circumstances, it gives a reassuring appearance of consistency.

Meaning of offer What is an "offer"? It can be defined as a manifestation to another of assent to enter into a contract if the other manifests assent in return by some action, often a promise but sometimes a performance. By making an offer, the offeror thus confers upon the offeree the power to create a contract. An offer is nearly always a promise and, in a sense, the action (promise or performance) on which the offeror conditions the promise is the "price" of its becoming enforceable. *Offer*, then, is the name given to a promise that is conditional on some action by the promisee *if* the legal effect of the promisee's taking that action is to make the promise enforceable. Empowerment of the offeree to make the offeror's promise enforceable is thus the essence of an offer.

Meaning of acceptance What is an "acceptance"? It can be defined as the action (promise or performance) by the offeree that creates a contract (i.e., makes the offeror's promise enforceable). *Acceptance*, then, is the name given to the offeree's action if the legal effect of that action is to make the offeror's promise enforceable.

Freedom to revoke offer Because of the requirement of mutuality of obligation, both parties are free to withdraw from negotiations until the moment when both are bound. This is the moment when the offeree accepts the offer. It therefore follows, as we shall see later in more detail, that the offeror is free to revoke the offer at any time before acceptance.

#

MAY 25 2006

I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on



Dana DeBeauvoir, County Clerk

By Deputy:

MACHADO

The foregoing lawful Notice of Acceptance of Constitutions and of Oath of Office is made in good faith and explicitly without recourse and now constitutes a binding contract and any deviation therefrom must be and will be treated as a breach of contract and a violation of substantive due process and breach of public trust and breach of fiduciary duty. Notice to principle is notice to agents and vice versa.

Memorandum: Constitution of Texas acting prospectively – declaring rights and procedures for the future but NOT diminishing rights extant prior to the establishment of the state. *see, Grigsby v. Reib*, 105 Tex. 597, 600, 153 S.W. 1124, 1125 (1913); *Southern Pacific Co. v. Porter*, 160 Tex. 329, 331 S.W.2d 42, and no new powers contrary to our common law Rights/Immunities were “granted” to the state.

I, James Marlin a natural man of the genealogy of Ebert do declare under penalty of perjury in accordance with the laws of the united States of America that the foregoing is true and correct to the best of My knowledge and belief.



proceeding Sui Juris
on the land - Travis county Texas

THIS INSTRUMENT IS NON-NEGOTIABLE
Neither filing, notice or use of notary alters status or confers jurisdiction
nor does it constitute a plea.

when recorded please return to:
James-Marlin Ebert
c/o 2605 Douglas Street
Austin, Texas USA 78741

MAY 25 2006
Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on
Dana DeBeauvoir, County Clerk
By Deputy:  MACHADO

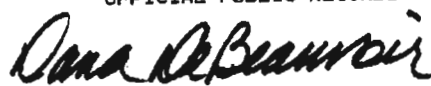

AFFIRMED AND SUBSCRIBED before me on the 23rd day of May, A.D. 2006.


JESUS G. RODRIGUEZ
Notary Public, State of Texas
My Comm. Expires 09-12-2009



FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



2006 May 23 01:54 PM 2006095326

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DANA DEBEAUVOIR COUNTY CLERK
TRAVIS COUNTY TEXAS