

## [Commercial] Court Procedures

- 1) The court is a commercial register, a place where a contract or agreement is made.
- 2) **Failure to respond is tacit agreement.**
- 3) When you are trying to write an agreement you would need to name the second party to have an agreement in fact. The court is acting on an assumption not an agreement.
- 4) In order to get an agreement in fact you need to have name for the record.
- 5) If the judge tries to give his title instead of his name: "Your offer of communication is accepted and your dishonor is returned. Please state your name instead of your title." "Is that title registered with the Secretary of State?"
- 6) If the judge still refuses to give his name, then he waives his rights, and now you can proceed with the contract as if he had answered.
- 7) "Do you have a claim against me?" [Claim = dispute of title.]
- 8) "Do you know anyone who has a claim against me?" ["Who" demonstrates that you asking if a man has a claim against you, thus avoiding traversing into a legislative/fictional venue.]
- 9) "This authorized representative does request the "title" to - please direct the prosecutor to answer whether there are any more charges." [This removes any lingering assumed charges.]
- 10) "This authorized representative does request the "title" to - please direct the prosecutor to answer whether the assessment for the charges are in his possession." [This eliminates the assumption of the agreement in question, without the assessment there can be no charges. This primarily puts the prosecutor into trouble, as he is now practicing law without a license and that is a felony.]
- 11) "This authorized representative does request the "title" to - please direct the prosecutor to provide the assessment for the charges along with the certified audit trail of all transactions including the voucher and all disbursement documents and receipts."
- 12) "This authorized representative does request the "title" to - please direct the prosecutor to provide the serial placement number of his bar card."
- 13) "This authorized representative does request the "title" to - please direct the prosecutor to state whether he has subject matter jurisdiction." [If the court does not have an assessment for the current charges, not further charges, and not subject matter jurisdiction it is in a position of forfeiture.]
- 14) "This authorized representative does request an appearance bond at no cost

so that he can plead to the charges." [This places your name on the account and serves to charge the account and thus the appearance bond is discharged when you make an appearance in the court. This places the operators and holders of the account into immediate involuntary bankruptcy. If there is no assessment of the charges they will typically not issue the appearance bond, but you can therefore issue a subrogation surety bond.]

- 15) Do not allow them to waive reading of the charges. Do not understand the charges. They are trying to get you to verify the charges. "Your honor, is it not the duty of the one bring the charges to verify them?" Persist in having them produce the assessment for the charges.
- 16) This is the point to introduce the guilty plea.
- 17) Now, ask for the findings of facts and conclusions of law. The 'findings of facts' is the agreement of the parties and the conclusion of law is the close of the escrow.
- 18) "This authorized representative does request the order of the court to be released to the debtor immediately." [There being no charges in fact, there being no assessment in fact, etc., and therefore there is no dispute as to who is entitled to the order of the court. It has to be the property of the debtor as the debtor has the only valid claim before the court which is a guilty plea in fact. The sufficiency of the pleading creates subject matter jurisdiction and the debtor becomes the plaintiff. The plaintiff is the moving party in the case, and especially now is the judge liable to the debtor because of the surety bond.]
- 19) After asking the three questions and requesting the order of the court you have changed it into a small claims court where the parties themselves must bring their claims, cannot be represented by an attorney with a title of nobility. If there are no claims then that is a default to our appearance to investigate. It is an inquest hearing to appear and show cause.
- 20) It is basically a coroner's inquest or a probate into the matter of any claims against you in the common law.
- 21) It turns into what the Magna Charta calls an *ecclesiastical court of conscience*.
- 22) And in this inquest, **only those who have first hand knowledge of a claim can testify**. If no claims can be brought in fact, then the public inquest is over and you are out of there.
- 23) 'Judge So and So', is not a name, and cannot be entered onto the public registry. It is a fiction and cannot give direct testimony.
- 24) The judge might say, "The STATE OF \_\_\_\_\_ has a claim against you." You would say, "Is there anyone here to press a claim in any alleged name other than their own?"
- 25) If the prosecutor wants to stand up and press that claim then you demand that he be sworn in to testify under oath as to the damage in the claim in which he is testifying...there is the inquest. Here is a good place to demand a proof of loss. If the attorney does take the stand to testify then he has to bond up his testimony. Attorneys are civilly dead and have no public liability, so if they tell a lie then there has to be a bond to cover that possibility. If it is the prosecutor, then you could bring in his public hazard bond that is the bond on his oath of office. If he won't

take the stand to testify under pains and penalties of perjury, then there is no public business to be done here, and I am leaving.

- 26) It's either the judge's private corporate business going on in there or your private rights under public law. Don't traverse into the judge's private corporate business.
- 27) These people are all acting under the major premise of a legislative democratic venue. They must have delegation of orders that give them any authority to do anything they're doing and obviously, once he's gone through the first three questions and there is no claim brought forth in fact, then there is no further business.
- 28) There is a commercial world and universe in bookkeeping that parallels the legal judicial bookkeeping. The order of the court would have to come from the insurance provided for the legislative democracy which is its treasury. When the court creates a security/indictment, there has to be an appraised value on it. That determines the value, how it is measured. Once measured it can be discharged dollar for dollar under HJR 192. The courts like to hide the assessment of the security and let the "bill" turn into an accounts receivable. The accounts receivable just sits on the books, and the government's agents just do an offset against it any time they need funding, and hence draw down on the prepaid account.
- 29) When you go into court you are exercising your rights under public international law to discover what kind of business these people are trying to do. You can discover if they are acting as rogues and pirates.
- 30) You go into the private international courts in your public capacity, because your private rights are recognized in the public; but as soon as you engage in a co-business venture in their private business, you're in their court in a business venture, you're in an agreement and everything is proceeding.
- 31) "I request the order of the court to be released to the debtor immediately." You are looking for the insurance policy of the order. You want to know who is behind the claim, the dispute in title. With those requests and statements one has just made a public verbal demand for a Bill of Particulars! One has removed any assumptions/presumptions around the agreement in question. One is trying to find out the nature and cause of the claim. Without knowing who has the liability on the order there is no way to close the escrow.
- 32) "There being no further public business I withdraw." [You are giving equitable notice to the parties present.]