Plain Talk

A Lesson in Judicial Ju-jit-tzu

Compliments of Lex Luxor [Alan Dean]
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In my so humble biased personal opinion, all these people out there being made offers by the bankrupt brokass US Corporation via hypothecations and all their sub corporations [eo nominee] and that are trying to discharge debt and "Charges" brought by these "Piratas" (18 USC 1651-1661) through (bills of exchange, bond for discharge, pre authorized transfers, closed account checks, drafts and the like) who do not really understand what is going on and are in fact ***de facto*** in fashion in regard to their opinion and thinking pattern of being outside the "debt/credit matrix". Such reasoning defies even the generally accepted accounting procedures of the Oxfordian Elitists.

When you get a Bill, Charge or offer, there MUST be a "Check" enclosed. And if there is not, the offerer is in "Breach" of good faith in the course of dealing and usage of trade [deceptive trade practices] and the offer was fraud from the Git!, and the offerer needs to be Prosecuted and His/Her assets liquidated to settle the account, and NOT offered to be paid again or offered some other kind of discharge or tender!!!!! When you offer some sort of settlement as mentioned above, first of all YOU are admitting that YOU OWE them something, BIG MISTAKE in my so humble biased opinion! They need to be exorcised in their "PERSONAL COMMERCIAL LIABILITY" FOR EXTORTION AND FRAUD PERIOD!!!! (ACCEPTED FOR VALUE, I DID NOT FIND YOUR CHECK HEREWITH!!!) That means they have not fulfilled their fiduciary and moral duty as holders of the account by BALANCING the account upon receiving your "full Acceptance" (Authorization) as the authorized representative in "FACT," of the ALL UPPER CASE ENTITY they are proceeding against. The Offerror has the ***primary liability*** to pay the charge or claim and settle the account. You [the real man/woman] were the one who CREATED the credit [MY WORD IS MY BOND] and THEY are just holders of the account and are required to write their corporate check to balance the account upon your authorization. As trustees and stewards of all that is and shall ever be over creation you have every '**Right of Property**' to claim and exercise your exemption and establish your credit for and on behalf of Yahweh and Yahushua as the Principals and absolute owners of and over your entire Estate in law. When the revenuers fail to do that they NOW need to be served Due Process Notices such as a Declaration "Affidavit of Commercial Truth", Bill of Particulars, Discovery Disclosure (Subpoena Duces Tecum, See Below), a Show Cause why tort of fraud and deceit [dolus malice] should not issue, and a surety bond with criminal charges assessed" served up to them by Notarial process, bringing the actor/offender into Commercial Dishonor and extra-judicially forcing LIQUIDATION OF THEIR ASSETS!!!!!

This is both a substantive and a procedural process that needs to be internalized and understood all the way through, otherwise contrary presumptions may arise resulting in your obligations to pay or perform according to their demands. I am going to write it down here, -- something I don't usually do is write down processes.

Remember, if you are not Prosecuting you are defending, if you are defending you WILL LOSE! You MUST EXHAUST your administrative remedies. Hence, all cases are won or lost before they ever get to court. There are a lot of people out there that are selling processes and I believe if they were that successful and they knew what they were talking about, they would not need to ask to be paid, that is the first sign you can tell when it is a scam and not a real tool. First here is a list of the docs that are required to use this process. Also a good source of info for learning about the Notary is the Notary Public hand book by Alfred E. Piombino, National edition, you can order it by calling 800-405-1070. Also research "Notary authentication [Apostille]" on the internet for your state. This is incomplete as I have not included any of the documents required for completing this process, if you cannot do them on your own, then you are not ready to embark on this process YET! Also, something that needs to be said here is that these "Bonds for Discharge" people are using is "Issuing Credit" and when you give them a "bond for discharge" all you are doing is FUNDING TERRORISM!!! When you get an "Offer" and "Accept it for Value" and they do not accept it to discharge the "Charge" that means THEIR Offer was FRAUD to begin with. If they come forward with a fraudulent claim and you issue them credit all you have done is proliferate the extortion and "Terrorism". They can monetize it, fractionalize it and use it for their benefit when in FACT they had NO claim to begin with; this is just another one trick pony in the moronathon [Shetar Trek]!!!! A BOND FOR DISCHARGE is just like a CREDIT CARD you are ISSUING to THEM!! The people promoting this crap have no idea what a disaster they are setting people up for!!! O. K. so let's look at it. If you want to use the **Bond for Discharge** it can be incorporated, write it up, send them a certified true and correct "COPY" of it by the Notary telling them the Notary

is holding it and they can have it "IF" and "WHEN" they provide the proper verification/validation via remittance of a "Certified/Valid" copy of their assessment signed under penalty of perjury, the Notary will release it to them, but they won't, they can't and never will, so now they have assessed [tacitly admitted] themselves (agreed, an assessment is an agreement) to having come to equity with UNCLEAN HANDS, IN BAD FAITH IN THE COURSE OF DEALING AND USAGE OF TRADE [Deceptive Trade Practices] and now they cannot hold any equity in either the account or the credit/assets used to fund the account, and have commercially forfeited it all to YOU, so why pay them or issue them credit for their TERRORIST EXTORTIONATE ACTIVITY? Also something people do not understand about the Notary, he is an Officer of the Court, and when you send a notice out to one of these extortionate pirate [nul tiel] corporations asking for verification and a valid assessment for the Charges they have brought, and they do not comply, the Notary IS NOW BOUND as an officer of the Court to report that a FELONY[S] has been committed AGAINST YOU [the real man/woman] by the Extortionate TERRORIST little Pirate BASTARDS [see: Hebrews, Chapter 12:8] '18 USC' 4 MISPRISION OF FELONY and now CRIMINAL SANCTIONS are necessary and proper!!!!!

Saviour said: "Forgive them NOT! for they know what they do." The Books of Enoch/Jasher. For anyone to admit they did not know what they were doing makes them incompetent and a public delict [in delictual fault]. DO NOT prevaricate these truths with these criminals, THEY KNOW EXACTLY WHAT THEY ARE DOING, THEY ARE NOT YOUR BROTHERS AND SISTERS AND THERE IS NO FORGIVENESS WITHOUT Confession of Judgment and REPENTENCE!!!!....LUKE 11: 46-53. They are stealing your 'Right of Property,' and using it against you to deprive you of residence and citizenship in the Kingdom of Elohim on this Earth; the one and only Guaranteed Republican Form of Government, i.e., self-governing!!!!! YOUR ESTATE IN LAW. Also a Notary as an OFFICER OF THE COURT cannot demand payment in SPECIES {31 USC ' 5118} for his fees and MUST accept your private [closed account] checks, and the BANK MUST process them, and if the Bank tries to pull crap, the Notary has the Tribunal that appointed him (Director of the Dept of Licensing, the Governor, and Secretary of State [I.A.C.A.]) standing behind him and to Step up for him to get the check processed or bring criminal charges forward against the 'Delinquent fiduciary'!!!!!!! Now once your notary has successfully processed your 'Private check' no one, no bank, no business can say, your checks are no good anymore!!!!!!!!!!!.....so here is how to start..

1.The original offers that you have been given i.e. ticket, summons, credit card bill, etc. "Accepted for value" and signed, using your EIN, **and notarized.**

2. Your Declaration, "**Commercial Affidavit of Truth**."

3. Your "**Discovery Disclosure Request**" (Subpoena Duces Tecum, read at the bottom). ***Clerks of Courts provide these forms for free***.

4. Your "**Show Cause**" why Tort should NOT issue.

5. A "COPY" of the **Surety Bond written up with ALL the assessed damages**, the amount of the ORIGINAL charge, including an amount of interest thereon, with civil and criminal assessed damages added. 18 USC Sec. 3571.

6. **Request for Notarial service** (Notary Protest).

7. **Notice of Notary Service**.

8. **Notice of Breach**.

9. **Certificate of Default and/or Dishonor**.

Now your process begins:

1. Now when you get your first set of docs done and ready to go, get them notarized, get them filed or registered in the County and get a "Certified copy" of each of them, for they tend to get lost. The **original offer you accept for value and HAVE IT NOTARIZED AND IT goes back to the OFFERER**, i.e. cop, prosecutor, attorney, Credit card company CEO, collection agency, Bank., IRS crony, etc.

2. Put the Notice of Notary Service with your Declaration, "Affidavit of Commercial Truth", and your Discovery Disclosure (Subpoena Deuces Tecum), Show Cause, and (((**COPY**))) of the Surety Bond giving them seventy two (72) hours in which to respond. 72 hours is appropriate under authority of The Expeditious Transaction Act [12 C.F.R., Part 226.1] and the Truth in Lending Act [31 C.F.R., Section 226.1]. They Know this 72 hours from the time they sign the return receipt to get something IN THE MAIL on its way back to you!! They have an additional 3 days after their 72 hours is up for mail travel time. They also know if they need more time to ASK for it, they do NOT need to be told!!!

3. Send them out by "Certified Mail" return receipt.

4. If in 6 days from the mailing receipt date you have no response, send out the **Notary "Notice of Breach" (non-Response**). If you do get a response, in some cases you may, and it is incorrect, have the Notary state in the "notice of breach", "*Thank you for your recent correspondence, although it was incorrect" and give them three (3) more days (72 hrs.) in which to respond CORRECTLY rebutting your Affidavit POINT FOR POINT, FULL DISCOVERY DISCLOSURE (DEMANDING VERIFICATION AND PRODUCTION OF A VALID ASSESSMENT), AND SHOW CAUSE WHY TORT SHOULD NOT ISSUE*. (Note) The Notary is an officer of the court, (and also has more power than a supreme court Judge) so if you have been made an offer and there is NO

Verification nor VALID assessment for their Offer ***THEY*** have committed a ***FELONY*** and as an officer of the court the Notary MUST see VALID VERIFICATION of the assessment for the offer or he IS required to report it to the US Marshals, Attorney General, and John Snow at the US Treasury (18 USC Sec.4 Misprision of felony).

5. In three (3) days (72hrs.) when you do not receive a "Correct" response, the Notary issues you a "Certificate of Default" and Surety bond in the sum certain of whatever damages have been assessed as evidenced by your Declaration, "Affidavit of Commercial Truth" and stated in your "Show Cause."

6. Now you have copies of EVERYTHING, including your certificate of mailings and return receipts that went to all parties who were involved or notified put into one nice neat file in Chronological order, and you ADD your "Amended Complaint" (Criminal Complaint) and Form 95 Tort Claim.

7. Now you take it back down to the County recorders office (Authentication Dept) and they have the record of the Notary's appointment on file and get your process Documentation (Authenticated). This could be different in different states, could be the county court clerk, the UCC office, it varies from place to place. Research it by looking up "Notary Authentication" for your state on the internet. **Once your Documents are filed and Recorded under Notary Seal, they become self-authenticating under Evidence Rule 902 and are no longer subject to argument or re-negotiation**.

8. Now you **take your process documentation up to the Secretary of State's office and get it "Apostilled**" which verifies the authentication that the County did.

9. After you get your Apostille you send it off to the US Department of State "Authentication Department" and have them Authenticate what the County and the State did. This step is an option depending on whether you are dealing with a rogue government agency or not or if you are dealing with a credit company or individual, etc. I would recommend it for a government official or Court situation, especially if they are trying to press criminal charges.

10. Now that you have "Full Legal Recognition" of your documents, file it on a UCC-3 or a UCC-1 at the Dept. of Licensing and follow-up with a UCC-11 search and get a "Certified Copy." Now you have an "Accounts Receivable," listed as the Debtor's assets which in turn can be extra-judicially liquidated to satisfy the Charge or Claim the original Offerer, for and on behalf of his/her principal, Defaulted on and Dishonored from the GIT!!!!!. Indeed, the chiefest part of everything is the beginning.

11. Now you take it BACK to the county and get it registered and get a "Certified copy" back from them, and "IF" there just so happens to be a Court Case open on the dispute that this derived from, take a "Certified copy" and file into the Case and get a "Certified Copy" from the Clerk. Always cover your ass as documents do get lost.

12. Now you are ready to "**Collect**." You must have your notary write up a few letters to accompany your document stating that he/she has in his/her file Surety Bonds in the name of these parties who have dishonored for the sum certain amount of $$$$. These next steps may or may not have any effect (since you are and have been dealing with criminals/outlaws) but it is an option. I personally choose otherwise. (Sell the Bonds to an interested broker on the open market, foreign or otherwise, at a discount, and let them proceed to collect as they were an innocent purchaser for value taking free of any defect that may have been overlooked in the foregoing process.). Also the Notary can go to Risk Management and freeze the Bonds of any Public Delinquents that you now have an authenticated Certificate of Default and Bond against. There is also what is called a Marshals 285 Form **fn/4** that may be used for collection purposes, (Extra-Judicial Writ of Execution must be accompanied with the Form 285, annexed hereto). The Marshals may also be used to serve any documents being sent from the Notary "Officer of the Court" to anyone at any stage in the process. Just pay their service fee and forget it.

13. The first letter from the Notary will go to the Sec of Treasury requesting a check to be sent for sum certain to release these bonds (the originals) to him/her, the Notary is holding.

14. The second letter from the Notary will go to the Sec of the Department of Transportation requesting he provide a Certificate of Release to the Secretary of Treasury, John Snow to release the funds to release the Bonds from the Notary.

15. The third letter will go to the Director of the IRS to report the "Delinquents" who have dishonored you that they are TAX FUGITIVES in possession of delinquent and unreported income tax. There are a number of ways to collect on the bonds. You could put an amended complaint with your documentary of the events file in the case file and do a removal to US claims court, OR you could find a foreign or domestic bank that would purchase the bonds. This is a general outline and one should try to figure out what would be appropriate in their particular case. If I give everyone the answer to their problems and figure it out for them, then the end result would be MINE, not theirs. However, keep in mind always that this is an individual "Political Choice," for an individual to make on his or her own. This is why so many people have the problems they do, because they are being punished for being ignorant and lazy (in the past I have NOT been excluded from this).

I do not claim to have all the answers or to know it all, I just know what I know and know what has worked for

me. I am just relaying what I have learned from standing upon the shoulders of Giants! If you have the eyes to see and the ears to here, there are some among us, and they drop many Diamonds along their paths, it is up to you to find them and make something from them!!!! This is a very basic process and written in the best way I know how to explain it. It is for learning material and I do not mean it to be legal advice in any way, shape or form and is left at the user's discretion to what ends it will be implemented...i.e. In My so humble biased personal opinion.

Very Sincerely,

Lex Luxor.

NOTES

The association applies for and is authorized to function as a "Federal Tax & Loan Depositary" (31 CFR Part 202, et seq.), then it takes a next step to function as a mixed-ownership government corporation (31 U.S.C. ' 9101), which may be a federal home loan bank, farm credit bank, intermediate credit bank or whatever. In this capacity the institution may initiate loans and service loans on behalf of the principal of interest -- Government of the United States. **__fn/1__**. Virtually all credit is hypothecated on credit of the United States. 12 U.S.C. " 411-412. In the event of delinquency or default, the lending institution doesn't have a private right of action; the account must be forwarded to the proper federal official, such as the Secretary of HUD, the Director of OMB, etc., for disposition. Why? See: **__fn/5__** In the event the debt is certified to the Department of Justice, the Attorney General must authorize or initiate litigation for collection; procedure is governed by the Federal Debt Collection Procedures Act, 28 U.S.C. " 3001, et seq. the "United States" is principal of interest in courts of the United States.

ASSESSMENT & LIABILITY ASSENT, contracts. An agreement to something that has been done before. 2. It is either express, where it is openly declared; or implied, where it is presumed by law. For instance, when a conveyance is made to a man, his assent to it is presumed, for the following reasons; because there is a strong intendment of law, that it is for a person's ***benefit*** **__fn/2__** to take, and no man can be supposed to be unwilling to do that which is for his advantage. 2. Because it would seem incongruous and absurd, that when a conveyance is completely executed on the part of the grantor, the estate should continue in him. 3. Because it is contrary to the policy of law to permit the freehold to remain in suspense and uncertainty. 2 Ventr. 201; 3 Mod. 296A 3 Lev. 284; Show. P. C. 150; 3 Barn. & Alders. 31; 1 Binn. R. 502; 2 Hayw. 234; 12 Mass IR. 461 4 Day, 395; 5 S. & R. 523 20 John. R. 184; 14 S. & R. 296 15 Wend. R. 656; 4 Halst. R. 161; 6 Verm. R. 411.3.

When a devise draws after it no charge or risk of loss, and is, therefore, a mere bounty, the assent of the devisee to take it will be presumed. 17 Mass. 73, 4. A dissent properly expressed would prevent the title from passing from the grantor unto the grantee. 1 2 Mass. R. 46 1. See 3 Munf. R. 345; 4 Munf. R. 332, pl. 9 5 Serg. & Rawle, 523; 8 Watts, R. 9, 11 20 Johns. R. 184. The rule requiring an express dissent, does not apply, however, when the grantee is bound to pay a consideration for the thing granted. 1 Wash. C. C. Rep. 70.4. When an offer to do a thing has been made, it is not binding on the party making it, until the assent of the other party has been given and such assent must be to the same subject-matter, in the same sense. 1 Summ. 218. When such assent is given, before the offer is withdrawn, the contract is complete. 6 Wend. 103. See 5 Wend. 523; 5 Greenl. R. 419; 3 Mass. 1; 8 S. R. 243; 12 John. 190; 19 John. 205; 4 Call, R. 379 1 Fairf. 185; and Offer.5. In general, when an assignment is made to one for the benefit of creditors the assent of the assignees will be presumed. 1 Binn. 502, 518; 6 W. & S. 339; 8 Leigh, R. 272, 281. But see 24 Wend. 280. ASSERTORY COVENANT. One by which the covenantor affirms that a certain fact is in a particular way, as that the grantor of land is lawfully seized; that it is clear of encumbrances, and the like. If the assertion is false, these covenants are broken the moment that the instrument is signed. [see: Material Misrepresentation of Fact] See 11 S. & R. 109, 112.

TO ASSESS. 1. To rate or to fix the proportion which every person has to pay of any particular tax. 2. To assess damages is to ascertain what damages are due to the plaintiff; in actions founded on writings, in many cases after interlocutory judgment, the prothonotary is directed to assess the damages; in cases sounding in tort the damages are frequently assessed on a writ of inquiry by the sheriff and a jury. 3. In actions for damages, the jury is required to fix the amount or to assess the damages. In the exercise of this power or duty, the jury must be guided by sound discretion, and, when the circumstances will warrant it, may give high damages. Const. Rep. 500. The jury must, in the assessment of damages, be guided by their own judgment, and not by a blind chance. They cannot lawfully, therefore, in making up their verdict, each one put down a sum, add the sums together, divide the aggregate by the number of jurors, and adopt the quotient for their verdict. 1 Cowen, 238.ASSESSMENT. The making out a list of property, and fixing its valuation or appraisement; it is also applied to making out a list of persons, and appraising their several occupations, chiefly with a view of taxing the said persons and their property.

ASSESSMENT OF DAMAGES. After an interlocutory judgment has been obtained, the damages must be ascertained; the act of thus fixing the amount of damages is

called the assessment of damages. 2. In cases sounding in damages, (q. v.) that is, when the object of the action is to recover damages only, and not brought for the specific recovery of lands, goods, or sums of money, the usual course is to issue a writ of inquiry, (q. v.) and, by virtue of such writ, the sheriff, aided by twelve lawful men, ascertains the amount of damages, and makes return to the court of the inquisition, which, unless set aside, fixes the damages, and a final judgment follows. 3. When, on the contrary, the action is founded on a promissory note, bond, or other contract in writing, by which the amount of money due may be easily computed, it is the practice, in some courts, to refer to the clerk or prothonotary the assessment of damages, and in such case no writ of inquiry is issued. 3 Bouv. Inst. n. 8300.

Assessor. An officer chosen or appointed to appraise, value, or assess property. Always ***public***, and always ***de facto***. ****fn/3**** The assessing power, and not merely the county assessor. A person learned in a particular science of industry, who sits with the judge on the trial of a cause requiring such special knowledge and gives his advice. In England it is the practice in admiralty business to call in assessors, in cases involving questions of navigation or seamanship. They are called "nautical assessors" (q.v.), and are always Brethren of the Trinity House.

Trinity House. In English Law. A society at Deptford Strond, Incorporated by Henry the VIII in 1515, for the promotion of commerce and navigation by licensing and regulating pilots, and ordering and erecting beacons, light-houses, buoys, etc. Whorton.Trinity Masters. Elder Brethren of the Trinity House. If a question arising in an admiralty action depends upon technical skill and experience in navigation, the judge or court is usually assisted at the hearing by two Trinity Masters, who sit as assessors, and advise the court on questions of nautical character. Williams and B. Adm. Jur. 271: Sweet. Trinity Sittings. Sittings of the English court of appeal and of the high court of justice in London and Middlesex, commencing on Tuesday after Whit sun week, and terminating on the 8th of August. Trinity Term. one of four terms of the English courts of common law, beginning on the 22nd day of May, and ending on the 12th of June. 3 Stph.Comm. 562.

REMEMBER ALL DEBT BEGINS IN ADMIRALTY AND IS BARGAINED FOR OR CONTRACTED OUTSIDE THE CONSTITUTION. WHY? BECAUSE THE Original Jurisdiction Constitution of 1776-1787, adopted in 1878 as the Municipal Charter of the D.O.C. requires gold or silver coin of a specific weight and fineness [numismatic value] in order to pass res and title in any/all transactions and establishes in law as opposed to “at law,” or under color of any law, in the settlement of accounts. See: Article 3, Constitution, Annotated Cases, at your local Law Library.

ASSESSORS, civil law. So called from the word adsidere, which signifies to be seated with the judge. They were lawyers who were appointed to assist, by their advice, the Roman magistrates, who were generally ignorant of law being mere military men. Dig. lib. 1, t. 22; Code, lib. 1, t. 51.2. In our law an assessor is one who has been legally appointed to value and appraise property, generally with a view of laying a tax on its ASSETS. The property in the hands of an heir, executor, administrator or trustee, which is legally or equitably chargeable with the obligations, which such heir, executor, administrator or other trustee, is, as such, required to discharge, is called assets. The term is derived from the French word assez, enough; that is, the heir or trustee has enough property. But the property is still called assets, although there may not be enough to discharge all the obligations; and the heir, executor, &c., is chargeable in distribution as far as such property extends. 2. Assets are sometimes divided by all the old writers, into *assets entre mains* and *assets per descent*; considered as to their mode of distribution, they are 1egal or equitable; as to the property from which they arise, they are real or personal. 3. *Assets entre mains*, or assets in hand, is such property as at once comes to the executor or other trustee, for the purpose of satisfying claims against him as such. Termes de la Ley. 4. *Assets per descent*, is that portion of the ancestor's estate which descends to the heir, and which is sufficient to charge him, as far as it goes, with the **specialty debts** of his ancestor. 2 Williams on Ex. 1011. 5. Legal assets, are such as constitute the fund for the payment of debts according to their legal priority. 6. Equitable assets, are such as can be reached only by the aid of a court of equity, and are to be divided, *pari passu*, among all the creditors; as when a debtor has made his property subject to his debts generally, which, without his act would not have been so subject. 1 Madd. Ch. 586; 2 Fonbl. 40 1, et seq.; Willis on Trust, 118.7. Real assets are such as descend to the heir, as in estate in fee simple. 8. Personal assets are such goods and chattels to which the executor or administrator is entitled. 9. In commerce, by assets is understood all the stock in trade, cash, and all available property belonging to a merchant or company. *Vide*, generally, Williams on Exec. Index, h. t.; Toll. on Exec. Index, h. t.; 2 Bl. Com. 510, 511; 3 Vin. Ab. 141; 11 Vin. Ab. 239; 1 Vern. 94; 3 Ves. Jr. 117; Gordon's Law of Decedents, Index, h. t.; Ram on Assets.

ASSEVERATION. The proof which a man gives of the truth of what be says, by appealing to his conscience as a witness. It differs from an oath in this, that by the latter he appeals to God as a witness of the truth of what he says, and invokes him as the avenger of falsehood and perfidy, to punish him if he speak not the truth. *Vide* Affirmation; Oath; and Merl. Quest. de Droit, mot Serment.

Liability is defined thus: Liability, n, 1. The quality or state of being legally obligated or accountable; legal

responsibility to another or to society, enforceable by civil remedy or criminal punishment <liability for injuries caused by negligence>.-- also termed legal liability. 2. (Often pl.) A financial or pecuniary obligation; DEBT <tax liability> <assets and liabilities>." The term "liability" is one of at least double signification. In one sense it is the synonym of duty, the correlative of right; in this sense it is the opposite of privilege or liberty. If a duty rests upon a party, society is now commanding performance by him and threatening penalties. In a second sense, the term "liability" is the correlative of power and the opposite of immunity. In this case society is not yet commanding performance, but it will so command if the possessor of the power does some operative act. If one has a power the other has a liability. It would be wise to adopt the second sense exclusively. "**Accurate legal thinking is difficult when the fundamental terms have shifting senses.**" William R. Anson, Principals of Law and Contract 9 (Arthur L. Corbin ed., 3d Am. ed 1919). "Liability or responsibility is the bond of necessity that exists between the wrongdoer and the remedy of the wrong. This *vinculum juris* is not one of mere duty or obligation; it pertains not to the sphere of ought but to that of must." John Salmond, Jurisprudence 364 (Glanville L. Williams ed., 10th ed. 1947) Black's law dictionary, seventh edition, page 925. Liability is often used in conjunction with debt and obligation, as in "debt, obligation or liability". Debt is defined: Debt. 1. Liability on a claim; a specific sum of money due by agreement or otherwise <the debt amounted to $2500>. 2. The aggregate of all existing claims against a person, entity or state <they denied the loan application after analyzing the applicant's outstanding debt>. 3. A non-monetary thing that one person owes another, such as goods or services <her debt was to supply him with 20 international first-class tickets on the airline of his choice> 4. A common-law writ by which a court adjudicates claims involving fixed sums of money <he brought suit in debt>. - also termed (in sense 4) writ of debt. "The action of debt lies where a party claims the recovery of a debt; that is, a liquidated or certain sum of money due him. The action in based upon contract, but the contract may be implied, either in fact or in law, as well as express; it may be either a simple contract or a specialty. The most common instances of its use are for debts: (a) Upon unilateral contracts express or implied in fact. (B) Upon quasi-contractual obligations having the force and effect of simple contracts. (C) Upon bonds and covenants under seal. (D) Upon judgments or obligations of record. (E) Upon obligations imposed by statute." Benjamin J. Shipman, Handbook of Common-Law Pleadings ' 52, at 132 (Henry Winthrop Ballantine ed., 3rd ed. 1923). Black's law dictionary, seventh edition, page 410. Obligation is defined: Obligation, n. 1. A legal or moral duty to do or not to do something. 2. A formal, binding agreement or acknowledgment of a liability to pay a certain thing for a particular person or set of persons. - Also termed legal obligation. See DUTY. LIABILITY." **In English-speaking countries an unfortunate habit has arisen of using `obligation' in a lax manner as co-extensive with duties of every kind.**" Fredrick Pollock, A First Book of Jurisprudence 82 (1896)" A man cannot be obliged or bound to the entire community: His duties to the political society of which he is a member are matters of public, or criminal law. Nor can the whole community be under obligation to him: the rights on his part correlative to the duties owed to him would be rights in rem, would be in the nature of property as opposed to obligation. The word obligation has been unfortunately used in this sense by Austin and Bentham as including the general duty, which the law imposes on all, to respect such rights as the law sanctions. Whether the rights are to personal freedom or security, to character, or to those more material objects which we commonly call property, they impose corresponding duties on all to forbear from molesting the right. Such rights are rights in rem. But it is of the essence of obligation that the duties which it imposes are imposed on definite persons, and are themselves definite: the rights which it creates are rights in personam." William R. Anson, Principles of the Law of Contracts 9 (Arthur L. Corbin ed., 3d Am. ed. 1919)" Obligation in its popular sense is merely a synonym for duty. Its legal sense, derived from Roman law, differs from this in several respects. In the first place, obligations are merely one class of duties, namely, those which are the correlatives of rights in personam. An obligation is the *vinculum juris*, or bond of legal necessity, which binds together two or more determinate individuals. Secondly, the term *obligatio* is in law the name, not merely the duty, but also the correlative right. It denotes a legal relationship or *vinculum juris* in its entirety, including the right of the one party, no less than the liability of the other. Looked at from the point of view of the person entitled, an obligation is a right; looked at from the point of view of the bound, it is a duty An obligation, therefore, may be defined as a property right in personam or a duty which corresponds to such a right." John Salmond, Jurisprudence 460 (Glanville R. Williams ed., 10th ed. 1947).

These definitions are not put here to add tedium to the reading, although they may very well do just that. They are put here to show a connection of liability, debt and obligation. They are all a bond between definite parties. Just as there are two sides to every story, there are two sides to liability, obligation and debt. If a debt exists then there is a debtor and a creditor. Obligations have an obligee and an obligor. They have correlatives of rights and duties. Liability is the same. Anyone with a liability has a duty to perform on that liability. Whoever holds that liability has the right to that performance. Anytime two parties are brought into a commercial relationship, a bond (contact) is formed that establishes obligation or liability. But it takes two parties. When you receive a demand for the payment of money or specific performance of any kind, the first thing

you have to do is to determine if you have a liability to the person making the demand. What is your obligation and what is their right to receive payment or performance from you? Did they perform labor; render a service; supply material? Different people have come up with different ways to ask for the liability.

Richard Cornforth says, "It is not now nor has it ever been my intention to avoid paying any obligation that I may lawfully owe. In order that I can arrange to pay the obligation I may owe, please document and verify the obligation." I like Mr. Cornforth's writing. In all that I have seen, it is direct, succinct and says everything that needs to be said, and nothing else. He understands the need for affidavits in everything we do. He uses them often and well. What he is doing with his "please document and verify the obligation," is asking to be shown his liability. Others may say "I accept your document for value and will pay upon proof of claim" or something of this nature. This is just another way of asking, "What is my liability?" If you are liable to someone then you have a duty to them and they have a correlative right to receive payment or performance. When a demand is made upon you for payment or performance and there is no liability on your part, that is a fraud and an injury and a tort claim is in order.

How this fits into commercial operation of the government is very simple. Governments, Federal, State and County, make claims upon Citizens. These claims are almost invariably commercial in nature. For a claim to be valid, it must be based on a liability. If you pay a claim where there is no liability evidenced, then you can't be sure you are actually paying anything. You may be just donating to someone's pocket or bank account. This is why Mr. Cornforth says "...Please document and verify the obligation." In other words show me the document that I signed that creates my liability or else swear upon oath that I owe you anything. If that verified documentation is not forthcoming then you are about to get defrauded.

The Uniform Commercial Code (UCC) in article 3, ' 505 lists the rights of a party presented with a demand for payment. **The first is the right to see the instrument that created the debt**. (The document showing your liability) Second, you have the right to reasonable identification of the party making the presentment. Third, if he is presenting for another you have the right to see his delegated authority to make the presentment. Fourth, you have the right to have all payments shown on the face of the instrument along with the balance to be paid. And last, you have the right to have this done at a reasonable time and place. You have these rights even if the claimant is the United States of America. You also have the right to demand evidentiary proof that the Offerror/Revenuer gave value to possess an interest in the subject matter disputed, i.e., amount of the claim or charge, otherwise they would have no legal standing before the court.

In the 341 meeting in bankruptcy you will have to be very adamant in your demands for this with the trustee. Especially with the IRS claim or claims for "property or income taxes". Neither of them ever shows a liability, merely a demand for payment, not money, because only the insane still believe there is money. Governments use several different types of claim forms to make demands upon the citizenry. The most common is the traffic ticket. Most everyone has received one at some time or other. The ticket is a commercial claim upon your ability to pay or perform. (More on that latter) The other forms of making claims are very similar. The cop stops you and says that you were violating some statute and that the bail will be so much for that offense. He will even sign the ticket under the penalty of perjury that he saw you commit the stated violation. This happened to Berl Brown of Redding California a few weeks back. Upon the initial appearance he demanded a trial by jury known only at the common law. The magistrate (California has no judges) said that she didn't know anything about the common law but there would be a jury trial, and she proceeded to set everything up for a trial. Mr. Brown made up and filed a Subpoena Duces Tecum into the file and the District Attorney moved to quash it. The magistrate (a different one) that heard the motion did grant the motion to quash. When Mr. Brown objected to the quashing of his Subpoena, the Magistrate stated "Mr. Brown, this does not stop you from coming back in the proper form." This enlightened us to the fact that there is a proper form, so we asked the clerk if she had the form for the Subpoena Duces Tecum and she asked us how many we wanted. The magistrate assigned to the case had asked Mr. Brown if he was planning to file motions. He stated that he was and did file a motion for discovery by Subpoena Duces Tecum. What he wanted to discover was his liability to the statutes he was charged with violating. He incorporated the Subpoenas in the motion document and filed it with the clerk and served it on the Sheriff, the District Attorney and the chief of police and the head of the county marshal's service. The magistrate had set the "case" for "jury trial" and at the motion hearing denied everything and proceeded with her own agenda. All this is pretty standard operations for the "superior Court." However, some time between the motion hearing and the date for picking the jury, the magistrate must have read Mr. Brown's motion for discovery with the Subpoenas in it. At the hearing to pick a jury, the magistrate could not get rid of Mr. Brown fast enough. She must have realized that she had denied him discovery and had prevented any possibility of conviction. Normally offers are presented by the prosecution. In this "case" the magistrate was the one to make the offer. She offered to dismiss everything back to 1988 if Mr. Brown would admit guilt and pay some money. Mr. Brown knew that you can't force collections of a "Superior Court" fine, so he admitted guilt so the magistrate could dismiss everything back to 1988 including the one

that the prosecution had presented that day. The end result of all of this is that Mr. Brown cannot now GET a ticket in Redding, California. They know that he will simply use the common-law process of the Subpoena Duces Tecum to discover his LIABILITY. They can't produce any liability that is sworn to by a competent witness and so must release him. This same procedure can be used in the federal legislative tribunals with a claim from an agent of the alphabet soup in DC.

A correlative liability does arise with the traffic stop as well as the federal agency claim. When an officer makes a traffic stop of someone not engaged in commerce [carrying passengers or freight for hire, or profit and gain.] **he has committed three felonies, to wit, armed assault, extortion and identity theft**. These are injuries to the one being stopped and so create a liability of the State or County to compensate you for your injuries."

All that government does and provides legitimately is in pursuit of its duty to provide protection for private rights (***Wynhammer v. People***, 13 NY 378), which duty is a debt owed to its creator, WE THE PEOPLE and the private unenfranchised individual; which debt and duty is never extinguished nor discharged, and is perpetual. No matter what the de facto government/state provides for us in manner of convenience and safety, the unenfranchised individual owes nothing to the government." ***Hale v. Henkel***, 201 U.S. 43.

"We the people have discharged any debt which may be said to exist or owed to the state/government. The governments are, presumably, indebted continually to the people, because the people (the sovereigns) presumably assented to the 1878 creation of the government corporation and because we suffer its continued existence. The continued debt owed to the people is discharged only as it continues not to violate our private rights, and when government fails in its duty to provide protection-discharge its debt to the people, it is an abandonment [delictual fault] of any and all power, authority or vestige of sovereignty which it may have otherwise possessed, and the laws remain the same, the sovereignty reverting to the people whence it came." ***Downes v. Bidwell***, 182 U.S. 244 (1901).

When a government agent trespasses on our private rights, it is a tort and this creates a liability for the government to compensate us for that injury. This comes about because the citation shows no liability of the defendant to the statute they claim you violated. They failed to state a claim because without a swearing to liability there is no claim. I use a traffic citation here as an example because all of the other entanglements with government are handled the same way. IRS, BATF and all the rest of the alphabet soup use the same procedure. On the U.S. level they get a lot more verbose and the paper work is multiplied by a factor of about ten, but the procedure remains the same. Probably the major difference is the U.S. agents will submit an affidavit to either support a claim or to get a "warrant" for someone's "arrest". They will use up several pages swearing that the grass is green and the sky is blue and that water runs down hill. **What they will never swear to, is the liability of their target**. Usually in such operations the "judge" will require mutual discovery. Once, a friend of mine was going through an IRS prosecution and received a stack of paper nearly 11 inches high as discovery. It was a very impressive compilation of documents, but nowhere in it was anything documenting any liability. The "judge", even though he was operating as a magistrate for the executive branch of government, (a police court) was obligated to inform the defendant of his liability. (The nature and cause of the accusations). He failed to do that. The failure to do this turns the "court" into a kangaroo court (see above) and creates an additional injury. It is a FELONY to use one's office, de facto or otherwise, in the capacity of a "Debt Collector" to collect a debt without the requisite evidentiary proof of the debt giving rise to the obligation and the resulting liability. Ever hear of **"RICO,"** or read 18 U.S.C. " 1951-1968; particularly ' 1961(3)]. Without showing liability on the face of the instrument, the prosecution has failed to state a claim. Under the FDCPA, 28 U.S.C. " 3001 et seq., without verification of the debt, upon timely demand therefore, SCIENTER and FELONY FRAUD ensues.

A claim is really the affidavit swearing to the liability of the defendant. A "warrant" issued without an affidavit of liability is not a warrant at all. The best that can be said of it is that it is an order to kidnap. To be a real warrant it must be issued upon probable cause supported by oath or affirmation (affidavit of liability sworn to by a competent witness). This is what gives the court subject matter and personal jurisdiction. Without the swearing to liability by a competent witness, no court or tribunal can have jurisdiction. It is only the swearing to the liability, whether it is contractual, statutory or anything else that can support a charge of a violation of any kind. If you have no contractual liability, then you cannot violate or breach any contract. If you are not engaged in an activity that renders you liable and therefore subject to a statute, then you have no liability to that statute and therefore lack the requisite intent [mens rea is not longer required, i.e., did you or did you not do the act?] or capacity to violate it. Liability is the only thing that can form a basis for, or give rise to, any charge. The liability of the defendant must be discovered by him and presented, for him to be correctly informed of the nature and cause of any charges or accusations he must face. The failure and refusal to present this liability is a severe tort that must be redressed. Without the swearing to liability an "arrest" is actually a kidnapping. [Kidnap, v. 1 to carry away for the purpose of denying a right. Bouviers law dictionary.] Without the swearing to the liability any

"trial" in any court or tribunal is a mockery. Justice is disregarded, perverted and parodied. The refusal(s) to verify the liability and resulting kidnap prevents any lawful process. The court or tribunal is characterized by unauthorized or irregular procedures, so as to render a fair or impartial [meaningful] proceeding impossible.

Before we leave the topic of liability let's look at the least understood use of a tool to discover liability. Bankruptcy is the best tool there is to discover liability. The whole operation of Bankruptcy is set up to discover liability. It is seldom operated that way, but it is extremely useful tool. The petitioner is really in charge if he hasn't been saddled with an attorney. In bankruptcy the "debtor", or the one filing the voluntary petition, simply places all of his assets in the hands of a trustee to protect while he discovers all of his liability. If the trustee does not properly protect your assets, he is subject to the tort claim act and also he has a bond that can be claimed. The petitioner lists all of the debts that he owes. If there is a question about some claims that have been clogging your mailbox, simply do not list them. If you list someone as a creditor then you have the burden of proof that you do not owe them. It is you that decides who is and who is not a creditor. You send out the proof of claim forms (form 10's) to everyone that might actually have a claim so they may present any evidence of debt they have. Any form 10 returned to the court must be accompanied by evidence of debt or it is a fraud. The meeting of the secured creditors provided for under section 341 of the Bankruptcy code (usually referred to as the 341 meeting) is the time and place for presentment of any liability held and for the petitioner to examine the evidence of debt presented for payment. This is the place where the petitioner gets a chance to look beyond the document presented and either reconfirm or repudiate any liability. This is true even if there is a judgment presented. **Judgments must be supported by an affidavit swearing to your liability, or based upon facts presented to the court, in order for the judge to have authority to sign them. Otherwise they are a fraud.** The 341 meeting is also the place where you can examine any contract to see if it is a conscionable or legal contract. If it is an unconscionable or an illegal contract it can be repudiated and if monies have been collected, then an action for fraud can be initiated in the article 3 courts that the bankruptcy court is appended to. This is true even of the IRS. The only thing that can create a debt with the IRS is the assessment. 26 USC section 6203 says that if a taxpayer requests a copy of the assessment one will be furnished to him showing the date of the assessment, the amount of the assessment, the character of the liability (the activity that rendered you liable) and the tax period if applicable. If the IRS files a proof of claim without the evidence of debt then it is a fraud and if the trustee and judge try to impress you with the legality of the "debt" with the IRS then they have trespassed/joined the fraud. So the repayment plan for bankruptcy is a simple one. Just state that you plan: (1). To pay 100% of all assessed taxes. (2). To pay all proven liability. (3). To bring an action for fraud, in the article 3 courts, against anyone filing a proof of claim (form 10) unaccompanied by evidence of debt, obligation or liability. Also one other thing, never go into bankruptcy without tort claims in hand, you can fill them out as you go. Of course none of this is possible if you are saddled with a lawyer; because having a lawyer means that you waive all defects in the process of the case. Bankruptcy is the place where you take your remedy as a sovereign against nuisance claims or that are likely to he supported by kangaroo courts and presented as judgments. It is not a judicial court - it is merely appended to one. It is a commercial court set up for the processing of commercial claims designated as either civil or criminal; an Edomite/Talmudic custom, carried on today in full regalia under the tutelage of the House of David and Vicarious Filii Dei. In the unadulterated and pure English common law, emanating from the Ten Commandment Law, an absconding debtor, if overtaken and abducted, could be put to death on account of the amount of the creditor's claim against him, for loss and damages, verified under oath. Likewise, if the alleged creditor falsified his claim, then he would have to give full account of his assets to satisfy the alleged debtor's damages for unlawful arrest and imprisonment, etc., and if they were not enough, would fall to the creditor's heirs as a personal liability, and in the event the heirs had not to satisfy the account, the creditor could be put to death after forfeiting his estate. Has it ever dawned on you, the reader, what happened at Golgotha? The Principal [Yahweh] and Creditor's Son was falsely accused and put to death. Having paid the ultimate price to redeem Himself regarding any claim on the account stated, false or otherwise, now has legal and absolute title to this planet and everything on it, for and on behalf of His Father, the previous owner. The Edomites who slew Him, continually commit **defalcation** upon the false and fictitious charges or claims which, to date, remain unsatisfied by their Talmudic colorable law, through their default and dishonor to make like payment [blood] as well as perpetual theft and conversion of Our Estate, i.e., lost tribes of the spiritual House of Israel; not territory in the Middle East. They deny and repudiate Saviour and His redeeming blood daily; and wage commercial belli [war] on the descendants of Abraham, Isaac and Jacob through operation of "Shetar."

This word "DEFALCATION" is found under CCRA in the Privacy Act, Access to Information Book, vol # 1. Means, the act or an instance of embezzling. Failure to meet a Promise or expectation. Cdn Dictionary of Law = does not necessarily entail a dishonest or wrongful act. It is sufficient if there is a failure to meet an obligation by a fiduciary. A breach of trust arises whenever a trustee fails to carry out his obligations under the terms of the trust. [they are all trustees in bankruptcy, because that's all there

is, same as the Edomites were] Includes any fraudulent act or omission of a public officer that occasions loss in money or property to (a) Her Majesty, or (b) Persons other than Her Majesty, when such money or property was in the Custody of the public officer in the course of his public duties. Given the entire Canadian economy is based on a Bankruptcy which Means anything and everything created by or with Government paper is also Bankrupt, which would include every single, non living breathing, Piece of paper vessel/corporation existing in name only, means all Accounts are held in trust, as Bankrupts cannot hold asset accounts, claiming same to be its property. Any act other than the act as prescribed a fiduciary under Bankruptcy conditions would be embezzlement, fraud, breach of trust, criminal breach of trust [s.336 C.C.C.], and if any one of those paper entities claims you owe money to it. The expressed intent would be clear, that that party is attempting to use the value of your property against you, when that party should be acting only as guided by you, the true owner.

If you prove there is no money [how can one prove a negative?], you know why a tax exemption is applicable for the benefit of the seller only, after a sale and purchase by a buyer. This word "REMISSION is found in the same book. Means, remittance. Re = to do again. What is it that is being [re] mitted? Slang for"MITT" = hand. re handed, renegotiated, negotiated. Commercial Paper. Now when you are reading and thinking about all this material, do not let your mind read it from one angle. As you get to see more truth and light, and learn more of the rules as they apply to commerce, you will know that you are not the criminal here, if anyone is. Same as if you read the Bankruptcy Act. You are not the debtor or Bankrupt, even though you can put your ALL CAP into Bankruptcy, if you had to prove that all corporations or entities that exist in name only, are in fact Bankrupt. They can't have any assets, contrary to the year-end Statements they put out. The value(s) in those accounts does not belong to the entrusted trustee holder operating as a bankrupt in a Bankruptcy, whose Accounts should never move from a zero balance. You may have to dig to find out why this is so. I think we can use the word Defalcation as part of our Acceptances. Conditional upon proof of claim that the fiduciary holder of My Account did not commit a defalcation by dishonoring the bill, attached hereto, negotiated back to the DRAWER/OFFEROR for the adjustment and set-off, or settlement of the Account.

In Regards To the Subpoena Duces Tecum, before we begin let's define our terms.

subpoena (se-pee-ne), n. (Latin "under penalty") A writ commanding a person to appear before a court or other tribunal, subject to a penalty for failing to comply, -- also spelled subpoena. Plural. subpoenas. subpoena duces tecum (se-pee-ne d(y)oo-seez tee-kem also doo-sez tay-kem), (Law Latin) A subpoena ordering the witness to appear and to bring specified documents or records. Blacks Law Dictionary 7th ed. Pg. 1440. The subpoena duces tecum is the primary tool for discovery. I know of no other use for it. If you need to compel a witness to testify at a trial or hearing, you would use just the subpoena. If you want them to produce documents in addition to testimony or if you want them to only produce documents, you use the subpoena duces tecum. The documents then become their testimony. discovery, n. 1. The act or process of finding or learning something that was previously unknown <after making the discovery, the inventor immediately applied for a patent>.2. Compulsory disclosure, at a party's request, of information that relates to the litigation < the plaintiff files a motion to compel discovery>. The primary discovery devices are interrogatories, depositions, request for admissions and request for production. Although discovery typically comes from parties, courts also allow limited discovery from non-parties. 3. The facts or documents disclosed <the new associate spent all her time reviewing discovery>. -discover, vb. - discoverable, adj. "Discovery has broad scope. According to Federal Rule 26, which is the model in modern procedural codes, inquiry may be made into any matter of the action. Thus, discovery may be had of facts incidentally relevant to the issue in the pleadings even if the facts do not directly prove or disprove the facts in question." Geoffery C. Hazard, Jr. & Michele Taruffo, American Civil Procedure: An introduction 115 (1993).post judgment discovery. Discovery conducted after judgment has been rendered usu. To determine the nature of the judgment debtor's assets or to obtain testimony for use in future proceedings. - also termed post-trial discovery; pre-trial discovery. Discovery conducted before trial to reveal facts and develop evidence. Modern procedural rules have broadened the scope of pretrial discovery to prevent the parties from surprising each other with evidence at trial. discovery abuse, 1. The misuse of the discovery process, esp. by making over broad requests for information that is unnecessary or beyond the scope of permissible disclosure. 2. The failure to respond adequately to proper discovery requests. ~ Also termed abuse of discovery. "The term 'discovery abuse' has been used as if it was a single concept, but it includes several different things. Thus, it is useful to subdivide 'abuse' into 'misuse' and ''overuse'. What is referred to as 'misuse' would include not only direct violations of the rules, as by failing to respond to discovery requests within the stated time limit, but also more subtle attempts to harass or obstruct an opponent, as by giving obviously inadequate answers or by requesting information that is clearly outside the scope of discovery. By 'overuse' is meant asking for more discovery than is necessary or appropriate to the particular case. 'Overuse' in turn, can be subdivided into problems of 'depth' and 'breadth' with 'depth' referring to discovery that may be relevant but is simply excessive and 'breadth' referring to

discovery requests that go into matters that are too far removed from the case." Charles Alan Wright, the law of Federal Courts Section 81, at 580 (5th ed. 1994). discovery rule. 'Civil procedure'. The rule that limitation period does not begin to run until the plaintiff discovers (or reasonably should have discovered) the injury giving rise to the claim. The discovery rule usu. applies to injuries that are inherently difficult to detect, such as those resulting from medical malpractice. See STATUTE OF LIMITATIONS, or OCCURRENCE RULE. Blacks Law Dictionary 7th ed. Pg 478. When set upon by an agent, employee or servant of the government with unsupported accusations, if you are like most people, you will start to argue and deny. To your adversaries, this indicates an acceptance of the accusations and the start of the rape of justice. To give any court or tribunal jurisdiction the accusations must be supported by material facts, sworn to by a competent witness. No affidavit or deposition, no jurisdiction. Without them the pleadings are not sufficient to give the court or tribunal jurisdictions and any judgment or order issuing from such court or tribunal is null and void and without force and effect. If they are accusations of the common law variety then you are entitled to know the nature and cause of the accusations. If they aren't forthcoming then you must move for compulsory discovery. This can be at the preliminary hearing or later if you are not so informed at the preliminary. Normally, the subpoena is used to compel testimony under oath. If the testimony indicates documents exist that can be used, then the subpoena duces tecum is used to compel the production of that document. If the accusations state that you violated some statute, code or ordinance, then they must be supported by the affidavit of the accusing officer, agent or employee of the government swearing that you are subject to the statute, code, or ordinance and therefore have a liability to that particular code or ordinance. This swearing must be of his own personal knowledge. It cannot be related by someone else. If there is a liability to the statute, code or ordinance and it is not stated on the charging instrument, then it is discovery by subpoena or subpoena duces tecum. If the charging instrument is an indictment, then the transcript of the grand jury must be subpoenaed up with a subpoena duces tecum. The witness that testified in front of them, under oath, must be subpoenaed so his testimony in front of the grand jury can be crossed examined at the trial. All of this is pointed to one thing and one thing only, that is DISCOVERY; discovery of the nature and cause of the accusations you face or of your liability under the statute. Without discovery of the nature and cause or your liability under the statute, you have no way of knowing how to defend or just what you are defending against. Also it renders void any judgment or order from the court or tribunal. The denial of discovery denies the court or tribunal jurisdiction and makes any "trial" or hearing they may hold a fraud. Not an OOPS, not a faux pas, but an intentional and malicious fraud, designed and activated, under color of any law, for the purpose of extracting money or labor from their targeted victim. It renders the court, a Kangaroo Court. **kangaroo court**. 1. A self appointed tribunal or mock court in which the principles of law and justice are disregarded, perverted or parodied. *Kangaroo courts may be assembled by various groups, such as prisoners in a jail (to settle disputes between inmates) and players on a baseball team (to punish team mates who commit fielding errors). 2. A court or tribunal characterized by "authorized" or irregular procedures, esp. so as to render a fair proceeding impossible. 3. A sham legal proceeding. Black's 7th page 359. One of the purposes of the legal "profession" is to prevent you from getting discovery. If you hire (?) an attorney he/she will accept discovery for you and tell you that he/she have all he/she needs to put on your defense. The discovery you get will not have an affidavit of the accusing officer as to your liability. If you push the issue they will tell you to get another attorney. If you have a public defender they will tell you something very similar and tell the court to put you in jail to await trial; anything to distract your attention from discovery. If you insist that they respond to your filed and issued subpoena duces tecum, they will run like rats. They have to run. They are only equipped to argue. They are not equipped to win and they refuse to get so equipped. Discovery could eliminate their excuse for losing, so it must be avoided. So, discovery is something you must do in spite of your attorney, not because of him. If you are not handicapped with an attorney then you have a fighting chance to get smart enough to win. If you accept the services of an attorney, in any capacity, it is a declaration of your incompetence to handle your own affairs and you will be committed to prison for that incompetence. If you pay for their services, you loose twice because you are still going to prison. However, once you are free from the handicap of the attorney you can move for post judgment discovery, or post trial discovery. All of this is done with the subpoena duces tecum and all of it is for the purpose of discovery. The subpoena duces tecum, as stated above, is for specific documents. None of this "any and all documents showing ". That would be discovery abuse and the opposition would move for a protective order. Be specific. You don't have to know the actual title of the document needed. You can subpoena documents by content, such as "produce a true copy of the contract between the judge and the State of . . . . . " or "the affidavit of the accusing officer swearing to my liability to code section . . . ." These are specific enough to be pulled from any record that they may exist within. Another little touch is to add the statement, "If no such document exists, please so declare for the record in this action." And always state the document is needed for discovery. More than one document can be called out on one subpoena, if they are in the care, control and custody of the same person. Just as the subpoena duces tecum is for

specific documents, they are also served on specified, designated individuals. Those individuals can be designated either by name or position, such as "John Mays Smith" or "Director of . . ." or "officer holding report numbers . . ." Be as specific as you can. If you have no idea, then ask the department, agent or agency that has the document. Also bear in mind that the subpoena duces tecum is court specific and requires a case number so the needed documents are returned to the proper file. That is to say, that all courts have their own forms. They vary from court to court and usually in more ways than just the court caption. Some courts will give or sell you a subpoena duces tecum with the court seal and the signature of the court clerk already affixed. If they charge for them, it will be a normal fee, $1.00 or so. Some courts will give you the subpoenas but will not sign and seal them until you bring them back completely filed out. Some courts combine the subpoena and the subpoena duces tecum and you have to write in the words "duces tecum." In a few rare instances the court will tell you to make up your own using the model in the law library's form book and use the court caption. Regardless of the form or method, the subpoena duces tecum should have certain information on it to be effective. 1. It should be addressed to the designated individual that probably has possession of the needed documents. 2. It should list the documents you need for discovery. 3. It should state the purpose for the production of the documents, which must always include discovery even if there are other reasons. The subpoena duces tecum should be contained within a motion titled "motion for discovery and compulsory production of the documents by subpoena duces tecum." Once served with the motion for compulsory production of documents, the originals are returned to the court and made part of the record, along with a certificate of service. Since the subpoena duces tecum, a common law writ, issues out, under the seal of the court and the signature of the clerk, at your behest, this effectively opens your court. This always triggers a flurry of activity, usually in the form of a motion to quash the subpoenas. If you are the defendant, which you probably are, you must oppose the motion to quash on the grounds that it is your discovery. The tribunals (courts are judicial, tribunals are administrative) really don't have the authority to quash your subpoenas because they are your common law writ, however, they usually issue an order granting the motion to quash. Everyone connected with the police courts considers this as a quash and they tell each other that the subpoenas are quashed. It makes them feel good, but you don't have to worry about it. If the issue goes to trial and you are permitted to subpoena witnesses and present evidence in your behalf, you trot them out again and demand the evidence be brought forward. All of the above tells you how things are supposed to happen. Anyone that has fought the good fight for their liberty knows that things get fouled up as only lawyers can foul them up. So keep in mind that the subpoena duces tecum is only a tool to use against an attack by the domestic terrorists. It is not an end-all and be-all. It is a simple tool and you can use it in different places and at different times. It is your tool so use it to your benefit.

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fn/1 FACTOIDS

1. The IRS is not a U.S. Government Agency. It is an Agency of the IMF. (***Diversified Metal Products v. IRS et al.*** CV-93-405E-EJE U.S.D.C.D.I., Public Law 94-564, Senate Report 94-1148 pg. 5967, Reorganization Plan No. 26, Public Law 102-391.). See also: Bretton Woods Agreement, as amended.

2. The IMF is an Agency of the UN. (Blacks Law Dictionary 6th Ed. Pg. 816).

3. The U.S. has not had a Treasury since 1921. (41 Stat. Ch.214 pg. 654).

4. The U.S. Treasury is now the IMF. (Presidential Documents Volume 29-No.4 pg. 113, 22 U.S.C. 285-288)

5. The United States does not have any employees because there is no longer a United States. No more reorganization. After over 200 years of operating under bankruptcy it's finally over. (Executive Order 12803) Do not personate one of the creditors or share holders or you will go to Prison.18 U.S.C. 914.

6. The FCC, CIA, FBI, NASA and all of the other alphabet gangs were never part of the United States government, even though the "US Government" held shares of stock in the various Agencies. (***U.S. V. Strang***, 254 US 491, Lewis v. US, 680 F.2d 1239)

7. Social Security Numbers are issued by the UN through the IMF. The Application for a Social Security Number is the SS5 form. The Department of the Treasury (IMF) issues the SS5 not the Social Security Administration. The new SS5 forms do not state who or what publishes them, the earlier SS5 forms state that they are Department of the Treasury forms. You can get a copy of the SS5 you filled out by sending form SSA-L996 to the SS Administration. (20 CFR chapter 111, subpart B 422.103 (b) (2)(2).

8. There are no Judicial courts in America and there have not been since 1789. Judges do not enforce Statutes and Codes. Executive Administrators enforce Statutes and Codes. (***FRC v. GE*** 281 US 464, ***Keller v. PE*** 261 US 428, 1 Stat. 138-178).

9. There have not been any Judges in America since 1789. There have just been Administrators. (***FRC v. GE*** 281 US 464, ***Keller v. PE*** 261 US 428 1Stat. 138-178).

10. According to the GATT you must have a Social Security number. House Report (103-826)

11. We have One World Government, One World Law and a One World Monetary System.

12. The UN is a One World Super Government.

13. No one on this planet has ever been free. This planet is a Slave Colony. There has always been a One World Government. It is just that now it is much better organized and has changed its name from the Tower of Babel, to the United States of America, then to the United States, and as of 1945 to the United Nations.

14. New York City is defined in the Federal Regulations as the United Nations. Rudolph Gulliani stated on C-Span that "New York City was the capital of the World" and he was correct. (20 CFR chapter 111, subpart B 422.103 (b) (2) (2).

15. Social Security is not insurance or a contract, nor is there a Trust Fund. (***Helvering v. Davis*** 301 US 619, ***Steward Co. V. Davis*** 301 US 548.).

16. Your Social Security check comes directly from the IMF which is an Agency of the UN. (Look at it if you receive one. It should have written on the top left United States Treasury.)

17. You own no property, slaves can't own property. Read the Deed to the property that you think is yours. You are listed as a Tenant. (Senate Document 43, 73rd Congress 1st Session)

18. The most powerful court in America is not the United States Supreme Court but, the Supreme Court of Pennsylvania. (42 Pa.C.S.A. 502).

19. The Revolutionary War was a fraud.

20. The King of England financially backed both sides of the Revolutionary war. (Treaty at Versailles July 16, 1782, Treaty of Peace 8 Stat 80).

21. You can not use the Constitution to defend yourself because you are not a party to it. **Padelford Fay & Co. v. The Mayor and Alderman of The City of Savannah**, 14 Georgia 438, 520)

22. America is a British Colony. (THE UNITED STATES IS A CORPORATION, NOT A LAND MASS AND IT EXISTED BEFORE THE REVOLUTIONARY WAR AND THE BRITISH TROOPS DID NOT LEAVE UNTIL 1796.) Respublica v. Sweers 1 Dallas 43, Treaty of Commerce 8 Stat 116, The Society for Propagating the Gospel, &c. V. New Haven 8 Wheat 464, Treaty of Peace 8 Stat 80, IRS Publication 6209, Articles of Association October 20, 1774.).

23. Britain is owned by the Vatican. (Treaty of 1213). The "United States" or D.O.C. is owned by the Vatican Bank, lock stock and barrel, according to Tupper Saussey's archival research.

24. The Pope can abolish any law in the United States. (Elements of Ecclesiastical Law Vol.1 53-54) 25. A 1040 form is for tribute paid to Britain. (IRS Publication 6209); see also Public Law 88-243 and 88-244 (December 1963).

26. The Pope claims to own the entire planet through the laws of conquest and discovery. (Papal Bulls of 1455 and 1493).

27. The Pope has ordered the genocide and enslavement of millions of people. (Papal Bulls of 1455 and 1493).

28. The Pope's laws are obligatory on everyone.(Bened. XIV., De Syn. Dioec, lib, ix., c. vii., n. 4. Prati, 1844)(Syllabus, prop 28, 29, 44).

29. We are slaves and own absolutely nothing not even what we think are our children.(**Tillman v. Roberts**108 So. 62, **Van Koten v. Van Koten**, 154 N.E. 146, Senate Document 43 & 73rd Congress 1st Session, Wynehammer v. People 13 N.Y. REP 378, 481).

30. Military Dictator George Washington divided the States (Estates) into Districts. (Messages and papers of the Presidents Vol 1, pg 99.Websters 1828 dictionary for definition of Estate.).

31. "We The People" does not include you and me. (**Barron v. Mayor & City Council of Baltimore**. 32 U.S. 243).

32. The United States Government was not founded upon nor intended to be Christianity.(Treaty of Tripoli 8 Stat 154.).

33. It is not the duty of the police to protect you. Their job is to protect the Corporation and arrest code breakers. **Sapp v. Tallahassee**, 348 So. 2nd. 363, **Reiff v. City of Philadelphia**, 477 F.Supp. 1262, **Lynch v. N.C. Dept of Justice** 376 S.E. 2nd. 247.

34. Everything in the "United States" is For Sale: roads, bridges, schools, hospitals, water, prisons airports etc. I wonder who bought Klamath Lake. Did anyone take the time to check? (Executive Order 12803).

35. We are Human capital. (Executive Order 13037).

36. The UN has financed the operations of the United States government for over 50 years and now owns every man, women and child in America. The UN also holds all of the Land in America in Fee Simple.

37. The good news is we don't have to fulfill "our" fictitious obligations. You can discharge a fictitious obligation with another's fictitious obligation.

38. The depression and World War II were a total farce. The United States and various other companies were making loans to others all over the World during the Depression. The building of Germany's infrastructure in the 1930's including the Railroads, was financed by the United States. Mussolini financed Hitler's rise to power via loans from the Vatican Bank and provided the capital to fund Hitler's communism.

That way those who call themselves "Kings, "Pontiff Maximus," "Prime Ministers," and "Fuhrer" etc., could sit back and play a game of chess using real people.

Think of all of the Americans, Germans etc. who gave their lives thinking they were defending their Countries which didn't even exist. The millions of innocent people who died for nothing. Isn't it obvious why Switzerland is never involved in these fiascoes? That is where the "Bank of International Settlements "is located. Wars are manufactured to keep your eye off the ball. You have to have an enemy to keep the illusion of "Government" in place.

39. The "United States" did not declare Independence from Great Britain or King George.

Guess who owns the UN?

fn/2 Contracts Law: Types of Contracts: Implied-in-Law Contracts ***MAYNARD MEHL v. JOHN H. NORTON***. No. 31,338. Supreme Court of Minnesota 201 Minn. 203; 275 N.W. 843; 1937 Minn. LEXIS 851; 113A.L.R. 1055 November 5, 1937.

Quasi contractual liability for unjust enrichment is based upon the ground that a person receiving a benefit, which it is unjust for him to retain, ought to make restitution or pay the value of the benefit to the party entitled thereto. The gist of this kind of action is that the defendant, upon the circumstances of the case, is obliged by the ties of natural justice and equity to refund the money. The test applied for determining whether there is unjust enrichment is whether the party can show either legal or equitable grounds for retaining the benefit. Retention of a benefit results in enrichment, but not necessarily unjust enrichment. The retention of the benefit must be unjust to give rise to an obligation of restitution or payment.

Real & Personal Property Law: Estates, Titles & Rights

Growing crops are part of the land, and, whether tenant or trespasser, an occupant's title to growing crops is dependent upon possession of the land, in the absence of special contract. Loss of possession in law terminates his right to the land and the crops. An owner who obtains possession of his land acquires title to all crops growing on the land at the time, without liability to the former occupant as in the case of improvements and similar cases, to pay for their value, and an action cannot be maintained by the latter against the owner to recover the same. The benefit after the term goes to the landlord without compensation to the tenant. A landlord cannot be "improved" into a liability for improvements put upon his property by the tenant without authority.

Contracts Law: Types of Contracts: Implied-in-Law Contracts

A party is not liable quasi ex contractu for benefits forced upon him.

Contracts Law: Types of Contracts: Implied-in-Law Contracts

Real & Personal Property Law: Landlord & Tenant

An owner of land is not liable for improvements made by trespassers, because such would compel the landowner to pay for a supposed benefit forced upon him by the wrongful act of the defendants. Such benefits are the result of "voluntary interference" upon which a claim quasi ex contractu cannot be predicated. The rule applies under similar circumstances to cases where a tenant has no equitable claim against the owner of the land for growing crops thus acquired by the owner. One cannot be said to be unjustly enriched by retaining benefits involuntarily acquired which law and equity give him absolutely without any obligation on his part to make restitution or payment.

fn/3 See: **State ex rel Barney v. Hawkins, Secretary of State** (1921) 79 Mont. 506, 257 P. 411, for a concise analogy of what a *de facto* officer, *de facto* corporation, and *de facto* government consists of; in relation to who the real creditors and who the debtors really are here in AMERIKA!

fn/4 USM Form 285 Annexed hereto as other attachment with instructions.

fn/5 Case Law Prohibitions on Banking RE: 12 USC, Section 24, Paragraph "Seventh."

I am aware that the United States Code Title 12, Section 24, Paragraph 7 confers upon a bank, the power to lend its money, not its credit. In **First National Bank of Tallapoosa v Monroe**, 135 Geo. 614; 69 S.E. 1123 (**1911**), the court, after citing the statute heretofore quoted, said:

"[T]he provisions referred to, do not give power to a national bank to guarantee the payment of the obligations of others solely for their benefit, nor is such power incidental of the business of banking. A bank can lend its money, but not its credit."

In **Howard & Foster Co. v Citizens National Bank of Union**, 133 S.C. 202; 130 SE 758, (**1927**) it was said:

"It has been settled beyond controversy that a national bank, under federal law, being limited in its power and capacity, cannot lend its credit by guaranteeing the debt of another. All such contracts being entered into by its officers are *ultra vires* and not binding upon the parties nor the corporation. See also **Merchants Bank of Valdosta v Baird**, 160 F 642; 17 Lns 526 (**1876**).

"A lawful consideration **must** exist and be tendered to support the note." See **Anheuser Busch Brewing Co. v Emma Mason**, 44 Minn. 318, 46 NW 558 (**1890**).

In short, if there is no **full disclosure** and no **consideration**, there is no contract.

See the related 12 USC Section 24, sub-paragraph the "Seventh."

So, if Banks, including the 12 Federal Reserve Banks cannot loan “credit,” but only “money,” how is it that

all debts from any Bank are not cancelled via timely demand for verification, and if the government at any level is share holder, how is it possible for the government to transfer or assign it's debt, duty and obligations off onto the backs of the people who peopled the fifty states comprising the Union, thus making them the liable parties, in funding this government-sponsored terrorism? Could it be that the United States is both a Holding Company and an Offshore Business Trust for Her Majesty and her principals/creditors via the Bretton Woods Agreement, as amended? The answers don't come easy do they? Corporations cannot have citizen/subjects to tax. They can have residents who are treated as citizens however. See: *Privilegia Londini*, i.e., where the debtor's domicil becomes that of the creditor's upon execution of every contract consented or assented to. This debt is hypothecated, creating a lien on everything and everyone throughout the fifty states. I don't know about you, but I'm fed up with the negative cash flow and the proverbial cash cow always double dipping with my tax exemption. If you are a debtor to do the law, then ye are a debtor to do the whole law, are ye not?

Keep it simple. Climb out of your ignorance and insanity now while you still can.
