

From Appellate
Anthony-Duane: Sutherland
320 East Beltline Blvd
Apartment O-7
Anderson, SC [29621-1365]

To South Carolina Appeals Court
1220 Senate St., Columbia, SC 29201

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APR 28 2023

SC Court of Appeals

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

STATE OF SOUTH CAROLINA

vs.

Anthony Duane Sutherland

Defendant.

IN THE COURT OF GENERAL SESSIONS
FOR THE SEVENTH JUDICIAL CIRCUIT

ORDER DENYING DEFENDANT'S MOTION
TO DOCKET AWARD & DECREE FOR
ENTRY ONTO JUDGMENT ROLL OF THE
COURT AND DENYING DEFENDANT'S
MOTION THAT DEFENDANT IS BARRED
FROM PROSECUTION
2020A4210205836-5837
2021A4210200089

This matter was brought before me by the Defendant on a Motion to Docket Award and Decree for Entry onto Judgment Roll of the Court and a Motion that Defendant is Barred from Prosecution. The Defendant appeared in propria persona by special appearance. Assistant Solicitor Spenser Smith represented the State.

After hearing from both sides, the Court finds that Defendant's Motions should be denied. The Defendant has failed to state a claim upon which relief can be granted. The Court declines to enforce the purported arbitration agreement presented by the Defendant. The Defendant cites no persuasive authority showing the validity of the purported arbitration agreement.

IT IS SO ORDERED.

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s/ R. Keith Kelly
Hon. R. Keith Kelly
Circuit Court Judge
Seventh Judicial Circuit

SC Court of Appeals

March 2, 2023
Spartanburg, South Carolina

FILED
2023 MAR -7 AM 8:33
CLERK OF COURT
SPARTANBURG COUNTY
AMY W. COX

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March 17, 2023, 4:09 pm

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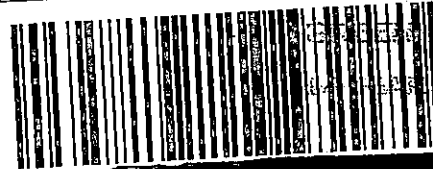
March 14, 2023, 9:06 pm

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AMY W. COX

Clerk of Court, Spartanburg County
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Spartanburg, South Carolina 29304-3483

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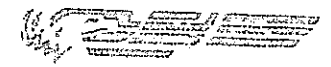


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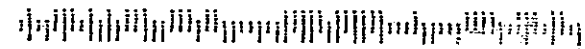
ZIP 29303 \$ 008.10⁰

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3/14

Anthony Sutherland
320 East Beltline Blvd, Building O, Apt. 7
Anderson, S.C. 29621

29621-125599





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It was a:

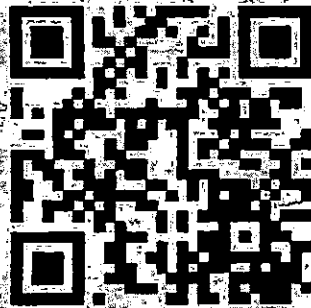
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**UNITED STATES
POSTAL SERVICE**

I, Anthony-Duane: Sutherland being unskilled in Law, now ask the South Carolina Court Of Appeals to please look to the substance of this appeal rather than the form of this appeal. That you would please look to the substance with patience. I pray to be held to a less stringent standard than the formal pleadings drafted by professional lawyers.

(Haines v. Kerner, 404 U.S. 519)

I, Anthony-Duane: Sutherland, in proper persona by special appearance hereby appeal to the South Carolina Court of Appeals. I respectfully request a “de novo” review of the 7th Circuit Trial Court’s Order that denied two of my Motions. I’m also requesting the Appeals court would call up the records of the lower court in order to review and investigate my claims of Due Process failures and Civil Rights Violations which I will elaborate on herein after my discourse on the Federal Arbitration Award and on the Court’s Order denying my Motions.

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APR 28 2023

SC Court of Appeals

The Motions denied are the “Motion and Notice of Motion for Immunity that defendant is Barred from Prosecution” and the “Motion Application to Enter Permanent Injunction Arbitration Award onto the Judgement Roll of the Court”. The Court Order is dated March 2, 2023, and it was filed into the Record of the Court on March 7, 2023. I received a copy of that Court Order on March 17, 2023 by certified mail. Copies of those certified mail receipts will be enclosed herein. I then filed “Notice Of Intent To Appeal” into the Spartanburg County 7th Circuit Trial Court on March 27, 2023 and that Notice & Service will be enclosed herein. Now on this day April 26, 2023, I am post marking my appeal and I am sending it certified mail to the South Carolina Court Of Appeals.

I do believe a “de novo” standard of review would be proper considering an immunity motion does Present Questions Of Law for the trial court’s determination prior to any trial. And the trial court does remain silent on the subject matter jurisdictional challenge for a period now of nearly thirty months while I am still in State Custody.

In this present matter, it does not appear that the trial court, in its Order denying both Motions, employed any preponderance of evidence standard in reaching its Decisions.

The Court Order only stated, “The defendant has failed to state a claim upon which relief can be granted. The court declines to enforce the

purported arbitration agreement presented by the defendant. The defendant cites no persuasive authorities showing the validity of the purported arbitration agreement”.

These are egregious statements for I do believe it is Apparent in the Documentary Evidence that I have requested Equitable Relief & specific performance and that I have made known my Claim of Immunity from the court’s jurisdiction pursuant to the Federal Arbitration Award which serves as an Injunction against the lower 7th Circuit Trial Court and the Corporate STATE, “THE STATE OF SOUTH CAROLINA.

At the pretrial hearing on the Motions, I did not receive enough time to elaborate in more detail upon all the facts of the Award. The Judge told me that he had been fair enough with the time he had allotted me. Yet in later conversation with the court reporter, I learned that the average Court transcript for Motions is 45 pages long. My transcript was only 24 pages long without any breaks in speech. If I had been allowed the adequate time needed my transcript could have easily been 40 pages long. I was cut off when the Judge asked the Prosecutor to speak. Afterwards I spoke briefly but was denied the adequate time needed.

I do believe the Order is reversible for the Order only contained those few short egregious statements. The Order failed to Rebuttal my Documentary Evidence and all the Arbitral Records which included service upon all three branches of the United States Government. The 7th Circuit Court Failed to Produce Evidence and cite Evidence as a Rebuttal. The Court Order merely implied the Award to be invalid with no

proof to deny the Motions. I believe the Court Order is reversible.

It appears the trial court failed to do a thorough Review of the entire Arbitral Record to Notice the apparent facts and that those facts are uncontroverted evidence not questionable being it's the Final Judgement & Decree of a duly appointed Arbitrator whose Award is in effect and un-amendable and binding upon all parties in perpetuity. The Arbitrator operated only within the powers delegated by the contractual agreement and relied on the evidence presented and the intentions of the contract; and not otherwise. The Arbitrator's actions are governed under the FAA and the Arbitrator did comply with Title 5 § 572.

The Federal Arbitration Act, and most state arbitration statutes, provide for enforcement of arbitration awards through a procedure by which a party may request a court to enter the judgment award onto the court's judgement roll. Once an award has been reduced to judgment, it can be enforced to the same extent as any other

judgment. See, e.g., 9 U.S.C. § 13 (Under Federal Arbitration Act, judgment on award “shall have the same force and effect, in all respects, as, and be subject to all the provisions of law relating to, a judgment in an action; and it may be enforced as if it had been rendered in an action in the court in which it is entered”); Fla. Stat. § 682.15(1) (“The judgment may be recorded, docketed, and enforced as any other judgment in a civil action.”); N.Y. Civ. Prac. L. & R. § 7514(a) (“A judgment shall be entered upon the confirmation of an award.”). Both federal and state policies do favor arbitrating disputes." Towles v. United HealthCare Corp., 338 S.C. 29, 34, 524 S.E.2d 839, 842 (Ct. App. 1999). "Any doubts concerning the scope of arbitrable issues should be resolved in favor of arbitration." Carolina Care Plan, Inc. v. United HealthCare Servs., Inc., 361 S.C. 544, 550, 606 S.E.2d 752, 755 (2004). In South Carolina, arbitration agreements are governed by the Uniform Arbitration Act (the Arbitration Act). S.C. Code Ann. §§ 15-48-10 to -240 (2005). The Arbitration Act provides that a "written agreement to submit any existing controversy to

arbitration . . . is valid, enforceable and irrevocable, save upon such grounds as exist at law or in equity for the revocation of any contract." § 15-48-10(a) (emphasis added). Section 15-48-10(b) sets forth exceptions to the application of the Arbitration Act. The South Carolina supreme court has explained that the terms of section 15-48-10 are clear, "the court must apply those terms according to their literal meaning."

Arbitration Awards can be enforced in both State and Federal courts. see: *Moses H. Cone Mem. Hosp. v. Mercury Constr. Corp.*, 460 U. S. 1, 26 n.32 (1983).

The Federal Arbitration Act preempts any State constitutional provisions, statutes, court rules, or decisions THAT ARE NOT generally applicable to all contracts. see: *Perry v. Thomas*, 482 U.S. 483, 492-493 (1987); *Doctor's Assocs., Inc. v. Casarotto*, 517 U.S. 681, 687 (1996).

The Federal Arbitration Act's central purpose is to ensure that private agreements to arbitrate are enforced according to their terms. see: First Options of Chicago, Inc. v. Kaplan, 514 U.S. 938 (1995).

The Federal Arbitration Act even preempts State court rules or decisions THAT ARE generally applicable to all contracts if those rules or decisions interfere with the FAA's final objective which is the enforcement of Arbitration Awards in accordance with the terms. see: AT&T Mobility LLC v. Concepcion, 563 U.S. 321 (2011).

Article VI Supremacy Clause -

This Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the Contrary notwithstanding.

My stated claim of Absolute Immunity from all criminal, civil, and administrative actions is founded upon the Apparent Documentary Evidence; Proof of Immunity. The State's cause of action may not be maintained because of Federal Arbitration resulting in a Final Arbitration Award. The Judgment Order/Decree has granted me specific Remedies & Equitable Relief which is spelled out in the Award. I am barred from prosecution in the 7th Circuit Court of limited jurisdiction. The Court has no authority over me for any reason or cause to exercise jurisdiction over the prosecution. The Court is prohibited from exercising any action against me.

The "Final Award" is an "Injunction against the State" and does serve as a "Release Order" from State custody and confinement. The Award does serve as a "Dismissal Order" to vacate and dismiss the pending charges with prejudice and to expunge the Record.

The Persuasive Authorities validating the Arbitration Award are cited in the Apparent

Documentary Evidence and herein. The Director Sandra Goulette of Sitcom Arbitration Association is vested with authority by the Federal Arbitration Act & Title 9, Sections 1-9 of the United States Code. The Director of the Arbitration Association did certify a duly qualified Arbitrator to review all the evidence of the record and to adjudicate the disputed matters. The Arbitrator did determine the rights and obligations between the parties and did make a Final Decision through the Lawful Processes of Common Law Arbitration. The Arbitrator issued a Final Judgment Order and that Decree is non-appealable, is in effect, and is binding upon all parties in perpetuity. The duly qualified Arbitrator's official acts and the Final Arbitration Award shall be given full faith and credit in all the Courts of Justice and elsewhere as dictated by the Federal Arbitration Act which preempts all State Laws to the contrary. The Arbitrator does have Subject Matter Jurisdiction, as acknowledged by Title 9 U.S. Codes § 1, § 2, § 9; 28 U.S. Code § 1346; and by and under the established common law in this Article III Constitutional Republic. The Award was lawfully

secured under the United States Constitution for America; Supremacy Clause Article VI. The Award is consistent with the General Authorities and with Title 5 U.S. Code § 572. The Arbitrator fully complied with Title 5 § 572 and with all of the rules that govern agency dispute resolution proceedings for the resolution of issues in controversy that relates to an administrative programs. See: Public Law 101-552, § 4(b), Nov. 15, 1990, 104 Stat. 2739, § 582; renumbered § 572, Public Law 102-354, § 3 (b)(2), Aug. 26, 1992, 106 Stat. 944 AND *Steelworkers v. American Mfg. Co.*, 363 U. S. 564, 568 (1960). Also see Private Law 114-31. Those same lawful Arbitral processes are exercised by Sitcomm Arbitration Association. Private Law 114-31, whereas Congress has adjudicated Sitcomm Arbitration Association's Legal Standing thus qualifying it as a Federal Legislative Arbitration Association. In Compliance with the Laws, the Arbitrator relied only upon the facts and evidence presented and the award was not procured by any corruption, fraud, or undue means. I now Quote, "Typically Arbitrator's need not explain their

rationale for an award”.(Barbier v. Shearson Lehman Hutton Inc., 948 F.2d 117, 121 (2d Cir. 1991). No party, not even one, has ever commenced any action in Federal Court to set aside the final permanent injunction arbitration award. The Award is effective. The Award is a binding private law contract that effects all Government agencies. The Award was agreed too by the Executive, Legislative, and Judicial branches of the United States Government. All agencies of the government and all STATES have agreed to be duty bound and in specific performance of their contractual obligations.

NOTICE: On January 6,2023, the Court received the 2nd Pretrial Motion For Immunity. The 1st Pretrial Motion For Immunity was filed on March 4, 2022 and was totally ignored. Then on January 9, 2023, I filed the Motion Application to enter the Arbitration Award onto the Judgement Roll Of The Court as if rendered in action and I requested the Court to be in compliance with all applicable Federal and State Laws regarding the Arbitration Award. The Motion for Immunity and the

Equitable Relief which I requested is apparent in the Documentary Evidence within the Court's Records.

NOTICE: The 1st Pretrial Hearing on Motion for Immunity was denied several times in a period of eleven and half months. On 10/26/22, I was notified that I needed to be in court the next day, on 10/27/22 at 9 am to proceed with the Pretrial Hearing on Immunity. The Notice to show up for a pretrial Motion of Immunity turned out only to be a guise. Again, I was denied a fair opportunity to present my Immunity defense. The denial was for the purpose of placing me under duress to coerce me into superseding the Contract Award by entering a detrimental plea agreement. When I first arrived for Court, I was told a jury was gonna be chosen for my trial. I did not consent and demanded the Immunity Hearing. I was then placed in a room and then faced an intense conspiracy against my rights. My former attorney, the Judge, and the Prosecutor all conferred with one another in the Judge's chambers while I sat in this small room. Numerous times my Attorney

would come and go bringing messages back to me from the meeting taking place in the Judge's Chambers. I consistently rejected all the tendered offers to contract, to become surety, and an accommodation party on the Court's Complaint. This all transpired for a space of approximately two hours and for my own protection I recorded nearly the whole encounter. My attorney was under a lot of pressure from the Court because he counseled me on court processes while I remained in proper persona and in special appearance at all times issuing my challenge to the Court to prove subject matter jurisdiction and personal jurisdiction over me. Even on my behalf, my former attorney did file my first pretrial motion for immunity on March 4, 2022. After I persisted against the Court on that same day, October 27, 2022, the Honorable Judge Knie finally threatened my former Attorney J. Zachary Farr, Esq. with sanctions at the Bar if he continued with me any longer to defeat the STATE's case. After the court failed to persuade me to accept its tendered offers and to give up my private status for a joinder with an artificial person (corporate entity) the court

then retaliated against me and did prejudice me by depriving me of my 6th amendment right to assistance of counsel. That day Mr. Farr could no longer provide me any advice in criminal court after I had paid him \$4,500 to do so. There are other civil right violations and due process failures of the court that I will attempt to describe herein if time shall permit me.

The 7th Circuit Trial Court denied an uncontroverted Arbitration Award with weak legal jargon. I understand Courts confer to other Courts during the decision making phase. Yet when a Court Order issues to deny claims, Motions, Immunities, and Awards with no cited real evidence as a Rebuttal to the Claimant's Documentary Evidence, the courts should then confer separately to make accurate determinations based on real evidence in the record to promote fairness and real Justice.

The court's Order denying my Motions produced no cited evidence as a Rebuttal to my Award and claim of Immunity. The Court Order only

contained a weak premise implying the Award was illegitimate with the jargon word “Purported”.

References to other court denials on weak premises fail to produce & cite evidence capable of overcoming a Federal Arbitration Award, The Arbitration Association, The Vested Power Of The Arbitrator and their lawful processes, The United States Constitution & The Supremacy Clause Of Article VI, The Supreme Court, and The Federal Arbitration Act, and the intentions of the United States Legislative Branch in regards to Federal Arbitration Awards. The STATE OF SOUTH CAROLINA and it's 7th Circuit Trial Court Erred In Failing To PRODUCE & CITE Credible Evidence Capable of REBUTTING MY EVIDENCE OF IMMUNITY and the Validity of the Arbitration Award.

The Court's egregious and hostile actions oppose the established principles under the Supreme Laws Of The Land. The court had sufficient information to return an accurate determination. My claims of Immunity and the relief which I requested is so

very apparent in the Records. The Documentary Evidence supports my claim and the Court failed to produce any evidence that over comes the Federal Arbitration Act preemptive to all State Laws to the Contrary. The State Of South Carolina is bound to the contract for “Obligation of Contract” is the Law Of The Land, even if Admiralty has a claim; Article I, Sec. 10, Clause One.

Now I Motion the South Carolina Court of Appeals for Judgement to Dismiss and Annul the 7th Circuit Trial Court’s Cause Of Action and it’s Complaint asserted against me on the grounds that:

1. The 7th Circuit Trial Court Violated my 6th amendment right to assistance of counsel as detailed in the matters above.
2. The Federal Permanent Injunction Arbitration Award voids the lower court’s jurisdiction.
3. The 7th Circuit Court lacks jurisdiction of the subject matter. Citations will be included herein.

4. The 7th Circuit Court lacks personal jurisdiction over me. Citations will be included herein.
5. The 7th Circuit Court has a “Failure Of Due Process” several times over. The court failed to conduct the Preliminary Hearing that I requested. I was denied a fair opportunity to discuss the case on the merits in accordance with law & facts to establish my inherent rights and the insufficiency of the State’s Complaint that it lacked the Minimum Requirements of “Corpus Delicti” under the reserved guaranteed common law venue; the Article III Constitutional Republic and that one charge was insufficient on its face because I had no loaded gun and the State’s charge did not meet the definition of a Trap Gun. Then the next failure of due process occurred through serious delays in the process to obtain a Grand Jury Indictment that did prove to be erroneous. And the Indictment was handed down nearly one year after arrest and after the court denied my Preliminary Hearing to discuss the invalid charges. The Court delayed the process of

obtaining an indictment by offering me plea deals with a charge it knew was invalid and that would have to be dropped which I will prove herein. These serious delays in process coupled with the erroneous information sworn to under oath has definitely served to keep me in a longer period of excessive Home Detention.

6. And this in turn has created another Civil Rights Violation for the "8th Amendment" states, "Excessive bail shall not be required, nor excessive fines imposed, nor cruel and unusual punishments inflicted." Note the GPS Electronic monitors are punitive devices, not an alternative to incarceration. The time that I have spent in home detention coupled with jail time far exceeds the State's maximum sentencing guidelines for what I have been Charged and even more so in light of the fact only one of the initial charges remains.
7. I am not being afforded the presumption of innocence for I am being punished without a conviction which is another violation of my Civil Rights. "5th Amendment" Civil Rights

Violation; see Bell v Wolfish, 441 U.S. 520 (1979) which held it to be a violation of the 5th amendment to be punished prior to trial -the presumption is innocence. Obviously I have been presumed guilty with no presumption of innocence in light of my sufferings through due process violations and Civil Rights Violations. I have been denied my 4th, 5th, 6th, 8th and 9th amendments. All this has transpired while the court has refused to answer the jurisdictional challenges. And while there is no Corpus Delicti, probable cause, and even the warrant issued the day after my arrest. My 4th Amendment civil right has been violated for I am in State custody longer than a convicted man would be if he got the maximum sentence. There is one remaining initial charge and I'm still in state custody now two and half years. I have been deprived of my liberties and of my ability to pursue happiness and good health. Being locked up all the time is taking a toll on my health for Home Detention will not even allow me to walk the apartment complex where I live because they say technically I could be

considered being at someone else's residence although they would know my ever step stopping & starting. Home Detention was informed of my health needs that I needed to walk everyday being a previous stroke patient with strokes in two different places of the brain. Johnson v. State, 653 N.E .20 478. 479 (Ind. 1995) says the State must produce corroborating evidence of corpus delict

showing that injury or harm constituting crime occurred and the injury or harm was caused by someone's criminal activity". Yet I sit here every day suffering ill health effects knowing that my conduct was in good faith without any ill intent, regardless of whom may presume otherwise without any proof. I shall prove my challenge to the sufficiency of the State's Trap Gun charge was purposely ignored for Twenty-Seven Months. The State was consistent in its efforts to garner a plea deal with exhausting excessive Home Detention beyond the maximum sentencing guidelines had I been found guilty. I'm suffering cruel and unusual punishments of the court for reserving all my

rights, privileges and immunities. That is kind of obvious when anyone considers the total time that I have spent in State custody is longer than a convicted man would get for the same charges. The process to obtain the indictment was an unnecessary delay. The indictment came down nearly one year after my arrest and the State failure to provide me with a preliminary hearing. The indictment came on

both charges despite the fact I was contesting the sufficiency of one of the State's charges. Then former prosecutor Jennifer Wells swore under oath before a Grand Jury to obtain both charges and one did later prove to be invalid as I had claimed all along. The successor to Mrs. Wells continued the charges in want of a conviction with his plea deal offers despite also knowing the gun charge was invalid for he was informed of this by Mr. Farr my former attorney. This new Prosecutor Spencer Smith knew one charge was false yet continued the charge and offered plea deals in an indirect way in want of a conviction. I was told if didn't plea I could be found guilty on both charges at trial

and if that isn't a malicious prosecution to continue with a invalid charge in want of a conviction then I know nothing. I wasn't willing to accept such an offer and be surety. Prosecution continued its position until I finally made it to a pretrial hearing on 2/15/2023 at which time the prosecutor dismissed the one invalid charge which could have been dismissed anytime months earlier. The

Prosecutors had ample time Twenty-Seven Months to dismiss the erroneous Trap Gun charge but chose to try and use the charge against me as leverage. My former attorney advised both prosecutors several times concerning the bad charge yet that one charge was not dismissed until twenty seven months later. The misdemeanor charge that remains carries as little as Zero days appropriate considering I was in my own home and did not Present any danger nor risk to anyone. The charge also can carry up to one year and/or a \$500 fine. Now I remain in state custody to this day while there is no proof of a crime, no injuries, no element of corpus delicti, no

probable cause, and no proof of jurisdiction. The Prosecutor's continued the invalid charge against me up until the very last minute despite the evidence being exculpatory favoring me. Several times I spoke on the phone and in emails with my former attorney J. Zachary Farr, Esq. about the erroneous charge and he in turn then conversed with the Prosecutor Mr. Spencer Smith about the matters. Yet rather than dismiss the charge he continued to offer me plea deals with the invalid charge. The only way he was willing to drop the invalid charge was if I would accept the other charge and that is clearly a malicious prosecution. To further prove the point, On October 14, 2022, on the court record before the Honorable Judge Knie, in a Motion Hearing requesting my release from prolonged home detention, my former Attorney J. Zachary Farr, Esq. again made the facts very clear to apprise the Court that the State's charge of a loaded "Trap Gun" was erroneous and the charge failed to meet the State's own definition of a Trap Gun and the State should dismiss the insufficient charge. Yet

the prosecutor continued with the charge and tendered plea deal offers up until to the pretrial hearing on 2/15/2023.

8. The State is an Improper Party, Lacks Probable Cause, Lacks Standing, failed to State a Claim and is not entitled to move for its own benefit and is Ultra Vires against me. EXPLANATION FOLLOWS: “No Crime” Was Ever Committed. The minimum requirements of “Corpus Delicti” was not aggregated because the minimum requirements did not exist. The State’s Complaint against me never alleged and defined any damages or injuries of any kind whatsoever. Now the People in every state are guaranteed an Article III Constitutional Republic form of government and in this common law venue the minimum requirements of “Corpus Delicti” should be aggregated in order to allege that some crime has actually been committed. The minimum requirements of “Corpus Delicti” are “Occurrence of Specific Injury” with “Some Criminal Act as the source of the Injury”. The State has never met those minimum requirements to charge me

with a real crime. And the State's actions are ultra vires against me under the color of law corporate statutes. The Corporate Actions of the State do serve to interfere with my civil liberties and guaranteed protections under the United States Constitution. I have not agreed to be bound by the State's Statues. The State is trying to compel my performance through detention and police powers when I do not owe the State any duties. Note that I am a non-citizen National and I do reserve my right of free association. And Implicit in my right of free association is my right of freedom from compelled association. Quoting now, "The rights of the individual are not derived from governmental agencies, either municipal, state or federal, or even from the Constitution. They exist inherently in every man, by endowment of the Creator, and are merely reaffirmed in the Constitution, and restricted only to the extent that they have been voluntarily surrendered by the citizenship to the agencies of government. The people's rights are not derived from the government, but the government's authority

comes from the people. The Constitution but states again these rights already existing, and when legislative encroachment by the nation, state, or municipality invade these original and permanent rights, it is the duty of the courts to so declare, and to afford the necessary relief.

The fewer restrictions that surround the individual liberties of the people, except those for the preservation of the public health, safety, and morals, the more contented the people and the more successful the democracy.

[City o/ Dallas v Mitchell, 245 S.W. 944 (1922)]

I do not owe the State any duty for I have not contracted away my rights nor consented to give up my rights. I maintain free association. The State lacks standing to bring a complaint against me for the State and no one else has stated any claim upon which any relief can be granted. The Plaintiff, "The State Of South Carolina" is an Improper Party without standing to file a suit/ complaint against me because the State has not alleged nor defined any actual damages and has not stated a claim that entitles the State to any

relief. Without damages there is no crime. The State did lack probable cause for an arrest on the challenged conduct because the State's minimum requirements of "Corpus Delicti" were not aggregated to allege a real crime; therefore no claim could be Stated for any relief and since there was no crime and no imminent threats nor risk present no arrest should have taken place since the probable did not exist.

It does appear that the Statutory Commerce Court is operating against me ultra vires under color of law to deprive me of my rights and the State does lack subject matter jurisdiction.

I Have Not sinned against God or the Public with the challenged conduct that took place in the privacy of my own home; therefore, I know not how an Artificial Person/ Corporate Government can come along and pretend that I owe it some duty and money because it pretends I have committed some Crime/ Sin.

Quote, "In as much as every government is an artificial person, an abstraction, and a creature of the mind only, a government can interface only with other artificial persons. The imaginary, having neither actuality nor substance, is foreclosed from creating and attaining parity with the tangible. The legal manifestation of this is that no government, as well as any law, agency, aspect, court, etc. can concern itself with anything other than corporate, artificial persons and the contracts between them."

(S.C.R. 1795, Penhallow v. Doane's Administrators (3 U.S. 54; 1 L.Ed. 57; 3 Dall. 54).

Note that the Declaration of Independence declares that our system of government is based on the CONSENT OF THE GOVERNED, and I will not allow the artificial corporate entities to detach the requirement for consent from me at anytime under any circumstances.

Quote, "There is no such thing as a power of inherent sovereignty in the government of the United States.... In this country sovereignty

resides in the people; and Congress can exercise no power which they have not, by their Constitution entrusted to it: All else is withheld. [Julliard v. Greenman: 110 U.S. 421, (1884)]

9. The 7th Circuit Court's second Failure of Due Process was through serious delays in process to obtain a Grand Jury Indictment nearly one whole year after my arrest and after it had denied me my preliminary hearing when I was first arrested. I Demurred the Indictment from the very beginning just as I did the charges from the date of my arrest. The State stayed silent on my objections for Twenty-Seven months. Only on February 15th, 2023, did the State finally admit one charge was erroneous and that its Grand Jury Indictment was Invalid. The State dismissed the "Trap Gun Charge" on 2/15/2023 and the other charge remains. I'm seriously effected and directly harmed by the State's decisions to delay its processes without any respect to my legal rights. The State's "delays" and "failures of due process" have caused me a prolonged period of time in State

custody. And I am still confined to Home Detention far beyond the Maximum sentencing guidelines on both charges had I been found guilty. Now there is one charge left and the State is exacting excessive Bail through the prolonged detention. The State has denied every motion to amend detention because the State wants me to plea. The State does not care that my imprisonment is unlawful and beyond the prescribed time limits of incarceration. And the remaining misdemeanor charge carries a penalty of a \$500 fine or zero days up to one year, but I'm still in custody Twenty-Nine plus months on my challenged conduct in my private home that injured no one and did not effect the public in anyway whatsoever. The State's decision to delay "Process in obtaining an Indictment" coupled with State's decision to "delay dismissal of a charge" that was contested before the indictment and after the indictment has seriously deprived me of my life, liberty, and pursuit of happiness, and has denied me my privileges and immunities. The Immunity hearing was purposely delayed for

want of a wrongful conviction by eleven & half months after I first filed the Motion on March 4, 2021. The Court previously denied me several times a fair opportunity to be heard on the motion for a pretrial immunity. On several occasions when I specially appeared before the Court to proceed with the immunity hearing I was denied an opportunity to proceed and was subjected coercively and tactically to the State tendered plea deal offers which I rejected. This describes the very reason for the long delayed pretrial immunity hearing.

I pray that:

A. This Court would reverse, and annul, the lower 7th Circuit Court's Judgement Order and issue a New Order for confirmation and enforcement of the Arbitrator's Award, that my Immunity would be recognized and that entry of the Award onto the Judgement Roll of the Court would be granted as authorized by the Federal Arbitration Act.

B. That I be Awarded the Equitable Relief, and that the Release Demands and Dismissal Demands of The Final Arbitration Award would be complied with so that I may be returned to my former status and made whole.

C. That my cost for attorney, and my cost for home detention would be returned unto me and that I would be made whole. An that I may have any other relief the court may deem just and Proper.

~~D. That the lower courts Complaints would be dismissed and expunged from the record.~~

E. That the Due Process Failures and Civil Rights Violations of the lower court would be fully investigated and that appropriate actions would be supervened by the Appeals Court as it sees fit and that I may be apprised of the matters.

These prayers answered shall settle the matters once and for all.

ANTHONY D SUTHERLAND
Anthony D Sutherland

In State of South Carolina

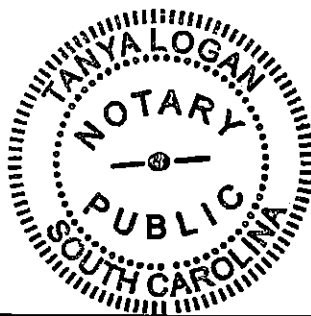
In Anderson County

The foregoing document was acknowledged before me this 26th day April, 2023, by Anthony- Duane: Sutherland who personally appeared before me and signed above. He is identified to be the one who's name is signed on this instrument.

NOTARY SIGNATURE

Tanya Logan

NOTARY SEAL



COMMISSION EXPIRES ON

My commission expires May 19th, 2026

CERTIFICATE OF SERVICE

In accordance with Rules of Practice 150 and 151, 17 C.F.R. § 201.150 & .151, I do certify that a copy was sent to the South Carolina court of appeals.

Respondents:

South Carolina Court of Appeals 1220 Senate
St., Columbia, SC 29201
Ph 803-734-1890

Methods of Service

Certified mail 26th of April 2023

In South Carolina State
In Spartanburg County

In the Court Of General Sessions
For The Seventh Judicial Circuit

THE STATE OF SOUTH CAROLINA

V.

)
)
) NOTICE OF APPEAL AND NOTICE OF
) INTENT TO FILE APPEAL WITH THE
) SOUTH CAROLINA APPELLATE COURT
)

) ON COURT ORDER DENYING DEFENDANT'S
) MOTION TO DOCKET AWARD & DECREE FOR
) ENTRY ONTO JUDGEMENT ROLL OF THE
) COURT AND DENYING DEFENDANT'S MOTION
) THAT DEFENDANT IS BARRED FROM
) PROSECUTION AND MOTION TO DISMISS
2020A4210205836-5837

Anthony- Duane: Sutherland

FILE ON DEMAND

I, Anthony-Duane: Sutherland in proper persona
by Special Appearance hereby give Notice Of
Intent To File an Appeal in the Appellate Court Of
South Carolina.

The Court Order denies two of my three Motions
filed on Friday January 6, 2023. The Court
remains silent on the third Motion- "Motion To
Dismiss" & on the "Forty Judicial Notices"
submitted in support of that motion.

The "Motion To Docket Award & Decree for
Entry onto the Court's Judgment Roll" was denied
and I hereby give Notice Of Intent To Appeal.

2023 MAR 29 PM 12:00
SPARTANBURG COUNTY

FILED

The “Motion that Defendant is Barred and Immune from Prosecution” Pursuant to the Permanent Injunction Arbitration Award was denied and I hereby give Notice Of Intent To Appeal.

The Court remains inconspicuously silent on the “Motion To Dismiss” & on the “Forty Judicial Notices” filed with the “Motion To Dismiss”. The “Motion To Dismiss” and the “2nd Pretrial Motion And Notice Of Motion That Defendant Is Barred From Prosecution” were both filed on Friday January 6, 2023. The section containing “Forty Judicial Notices” made certain lawful demands of the Court to prove it has any Jurisdiction; see “Notices 5 through 10”. The State and it’s 7th Circuit Court has consistently failed to meet it’s burden of proof in a timely manner to establish any jurisdiction. The law requires proof of jurisdiction to appear on the record of the administrative agency and on all administrative proceedings. For over Twenty-Eight Months now the Court has not answered my Challenge to it’s Jurisdiction.

2023 MAR 29 PM 12:00
CLERK OF COURT
SPARTANBURG, SOUTH CAROLINA
AMY W. COX

FILED

The Court has remained silent and has not satisfied the Jurisdictional requirements. Yet the Court does by it's own tactical acquiescence admit that it has No Jurisdiction.

Also on Friday January 6, 2023,
I Judicially Noticed the Court and in NOTICE
NUMBER FORTY - # 40 did Complain and give
Notice that Court has violated my six amendment
right to assistance of counsel and the court
remains silent on this issue. I do intend to file a
formal Complaint/ Charge against the State for
this Civil Rights Violation. I intend to contact the
South Carolina Supreme Court and/or the South
Carolina Appellate Court in addition to the
department of Justice on this Civil Rights Issue.

This document does serve as my Notice Of Intent
To Appeal the Court Order Denying the said
Motions and the Court's decisions to arbitrarily
and capriciously prejudiced me and my defense
with a Civil Rights 6th Amendment Violation that
did occur on October 27, 2022 and has prejudiced
me ever since.

2023 MAR 29 PM 12:00

FILED

pg.3

Respectfully submitted by,
Anthony Sutherland
Anthony-Duane: Sutherland

320 East Beltline Blvd
Building O, Apartment 7
Anderson, S.C. [29621-1365]
Phone 864-940-8362
AnthonySutherland1357908642@gmail.com

FILED
2023 MAR 29 PM 12:00
CLERK OF COURT
SPARTANBURG COUNTY
AMY W. COX

In State of South Carolina

In Anderson County

The foregoing document was acknowledged before me this _____ 2023, by Anthony- Duane: Sutherland who personally appeared before me and signed above. He is identified to be the one who's name is signed on this instrument.

NOTARY SIGNATURE

NOTARY SEAL

COMMISSION EXPIRES ON

FILED
2023 MAR 29 PM 12:00
CLERK OF COURT
SPARTANBURG COUNTY
AMY W. COX

CERTIFICATE OF SERVICE

In accordance with Rules of Practice 150 and 151, 17 C.F.R. § 201.150 & .151, I do certify that a copy was sent to the Spartanburg County Clerk of Courts office by Email served on The Plaintiff; The State Of South Carolina, and it's 7th Judicial Circuit Court March 27, 2023.

Respondents:

**Plaintiff; The State Of South Carolina
7th Judicial Circuit Court
180 Magnolia street
Spartanburg, S.C. 29306**

Method of Service

Email: mshropshier@spartanburgcounty.org

Megan Shropshier

Deputy Court Clerk

2023 MAR 29 PM 12:00
CLERK OF COURT
SPARTANBURG COUNTY
AMY W. COX

FILED

PAMELA E. GREEN - Circuit Court Reporter

Post Office Box 819 Reidville, SC 29375
pgreen@sccourts.org

11-Apr-23

For
Transcript

Anthony Sutherland
320 E. Beltline Blvd.
Anderson, SC 29621

Details	Amount
State v. Anthony Sutherland	
2021-GS-42-4315. 4915	
24 Pages at \$5.00 per page	\$120.00

Subtotal

\$120.00

Other Costs

\$120.00

Total Cost

Payment is due upon receipt of transcript

1 STATE OF SOUTH CAROLINA)
2 COUNTY OF SPARTANBURG) COURT OF GENERAL SESSIONS

3
4 THE STATE OF SOUTH CAROLINA,) TRANSCRIPT
5 PLAINTIFF,) OF
6 VS.) RECORD
7 ANTHONY SUTHERLAND,)
8 DEFENDANT.) 2021-GS-42-4315
9 2021-GS-42-4915

10 February 15th, 2023

11
12 B E F O R E:

13 HONORABLE R. KEITH KELLY, JUDGE.

14
15 A P P E A R A N C E S:

16 SPENSER SMITH
17 ASSISTANT SOLICITOR
Attorney for the State

18 ANTHONY SUTHERLAND
19 Pro Se

20
21
22 PAMELA E. GREEN
23 Circuit Court Reporter
24
25

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I N D E X

(WHEREUPON, there were no exhibits marked or testimony taken during this hearing.

1 P R O C E E D I N G S

2
3 THE COURT: All right. The next one is State versus
4 Anthony Sutherland.

5 THE OFFICER: He's right here, Your Honor.

6 THE COURT: Okay. Mr. Sutherland, you are Anthony
7 Sutherland?

8 MR. SUTHERLAND: Yes, sir.

9 THE COURT: Okay. You have some motions, sir.
10 You have the microphone. It's up -- it's, it's your
11 motion.

12 MR. SUTHERLAND: Okay. I'd like to state for -- while
13 that Congress has adjudicated the Sitcomm Arbitration
14 Associations legal status while vying it as a federal
15 legislative arbitration association and its awards are the
16 supreme law of the land, and when it decrees a matter is the
17 same as if it was decreed by Congress itself. And the
18 federal arbitrators are governed by the Federal Arbitration
19 Act, which can be found at 9 USC Sections 1 through 16.

20 Through much study I've come to understand some things
21 and I've joined myself with like minded people. In 1933,
22 we, the people, were declared enemies by the government
23 through its War Power Act. The War Powers Act is still in
24 force. The government confiscated property, property by
25 threat and force within the U.S. Constitution of 1819,

1 Article 3, Section 2. There was no authority for the
2 government to alter due process and procedures.

3 Article 3, Section 1, Congress may ordain and establish
4 inferior courts. The clear and plain language of Article 3
5 Section 1 does not authorize the Courts to make their own
6 processes and procedures. Congress can not grant the Courts
7 a delegated authority. Delegated authority can not, in
8 turn, delegate authority. He who creates controls.

9 The Rules in the Enabling Act, Chapter 651, Pub. L.
10 73-415, 48 Statute 1064 enacted on June the 19th, 1934, 28
11 USC 2072 and any acts emanated (phonetic) therefrom,
12 thereof, and thereto were and are null and void at the
13 moment of inception. Not voidable.

14 So, here we clearly see a change in law forum and an
15 altering of Article 3 Section 2. But it was -- but it was
16 not done by amendment. Therefore, there was a change in the
17 U.S. Constitution contract that allowed an opportunity to
18 make a counteroffer.

19 On December the 27th, 2018, the counteroffer was
20 served and the basis of this was that proper notification of
21 the changes had not been given. This was done under the
22 Creator's Law and law form under Qui Tam, Q-U-I T-A-M. When
23 no response is required by the counteroffer, counteroffer,
24 ample opportunity was granted in good faith and clean hands
25 to allow the United States to answer with their proof of

1 authority for conducting operations.

2 They could not do so factually. Hence the silence.
3 Silence is agreement under the law of ancient custom when
4 the counteroffer was a provision requiring the dispute to be
5 submitted to a neutral party. Once again, pursuant to the
6 Law of Ancient Customs.

7 My mouth is extremely dry. I apologize.

8 A hearing was conducted after proper notice was served
9 on August the 12th, 2019. The arbitration award, permanent
10 injunction order was issued on August the 19th, 2019.

11 Summary of the award is as follows:

12 The established contract, which you have a copy of, I
13 could give you the nomenclature once, it's
14 j3;16fGs1twthghops. This established contract is a
15 counteroffer to the contract held by the Constitution and
16 the claimants, as citizens, are bound to it.

17 A legal binding contract under this contract is now the
18 working contract. The respondents are bound by its terms
19 and obligations. Not that of the Constitution.

20 No fraud was found in establishment of this contract.
21 Self-explanatory. All elements forming a legal, binding
22 contract are present. The contract clearly states, if there
23 is a dispute, it goes to arbitration.

24 It was alleged in contract that all 573 points were
25 breached. By their silence, the respondents proved all

1 facts in favor of the claimants. They didn't have a right
2 to do any of those actions.

3 Under the contract, any interaction past, present, and
4 future, traffic stops, court appearances, are null, void,
5 and of no effect. Because of the contract and relationship,
6 presumptive was established between the claimants and
7 respondents. The respondents have had a judiciary trustee
8 obligation and continue to respond. Respondents failed to
9 respond being in breach of obligation and duty as government
10 officers. The parties agreed, under contract, that any
11 previous interactions, claims, and court proceedings is
12 void.

13 Simply put, pursuant to the complaint, there's a
14 dispute. Claimants comply with the contract. The
15 respondents failed to comply. Therefore, the arbitrator
16 here finds the respondent, by their silence, agreed they had
17 a judiciary/trustee obligation to correct the records.

18 This is where an injunction is created and a return of
19 property afforded. Everything the respondents did
20 previously are void in every interaction and anything
21 emanated (phonetic) from them. This is a restatement of
22 the injunction.

23 The respondents are wholly restricted from any kind --
24 from any interaction of any kind forever. Everything done
25 previously is void. The respondents have been found in

1 breach of contract and the contract is irrevocable. The
2 respondent's acted in bad faith, with unclean hands, and
3 breached their duties.

4 The respondents agreed to discontinue anything
5 emanating (phonetic) from the claimants. Respondents
6 agreed to compensate for gross misrepresentation and acts of
7 fraud. Respondents agreed to return all property and
8 assets. There is/was a binding contract. There is/was a
9 duty to communicate.

10 Changes were made to the original contract. The
11 Constitution allowing for a counteroffer. The contract with
12 interest is irrevocable. Respondents have agreed to
13 contract and are bound to it by waiver. The maximum of law,
14 silence is acquiescence.

15 Respondents failed to respond. Therefore, they
16 technically agree. The respondents have waived any defense.
17 It establishes an age of majority to valally (phonetic),
18 valally (phonetic) enter contract. No one entering the
19 contract is incapable. Contract is binding on all parties.

20 Claimants and beneficiaries are due remedy and relief
21 on the contractual terms. This includes a full audit and
22 liquidation of estate and trust. Claimants and
23 beneficiaries assume the position of creditor.

24 This award is in full force and effect and this sets
25 the injunction much like a restraining order and an

1 immunity. A full audit of the state -- of the estate and
2 trust are mandated for the claim -- claimants. Release of
3 all persons from any type of detention, return of all assets
4 and cash.

5 I've joined in arbitration. I am the beneficiary and I
6 am now a claimant. There is to be an unconditional release
7 and setting at liberty of the beneficiaries. Beneficiaries
8 are defined in the arbitration and bill. They are all
9 Americans that opt in to arbitration.

10 Any and all case -- excuse me. Any and all cases past
11 or present is void. Beneficiaries are to receive immediate
12 and unconditional indemnification. Beneficiaries are to
13 receive immediate and unconditional immunity.

14 That's a summary of the arbitration process and a
15 summary of the award, Your Honor. I have filed into the
16 Court the opt-in documents that prove my express claim to
17 this contract.

18 THE COURT: Okay. And I have those documents, sir, 177
19 pages worth, and I'm in the process of reading them.

20 MR. SUTHERLAND: Can you say again, sir?

21 I apologize. I got a lot of ringing in my left ear
22 today and I can't hardly hear anything.

23 THE COURT: I said I, I have 177 pages. I do have your
24 filings and I am in the process of reading them, yes.

25 MR. SUTHERLAND: Okay.

1 THE COURT: All right. I'm gonna hear from the, from
2 the State.

3 MR. SUTHERLAND: Okay. Just in -- thank you, sir.
4 Very help -- very much appreciate that.

5 SOLICITOR SMITH: Okay. I didn't know if he was adding
6 something, Your Honor., It's---

7 THE COURT: No, go ahead, solicitor.

8 SOLICITOR SMITH: Okay. Your Honor, I've done some
9 research on Mr. Sutherland's claims. There's a contract
10 that has a very odd number. It's J3:16I, big I, big G,
11 little s, little t, little l, little t, little w, little t,
12 little h, little g, little h, little o, little b, big S, in
13 parenthesis, C. It was filed by this man in West Virginia.
14 It seems like the federal government didn't respond to it
15 and there's this shady arbitration company that he
16 mentioned, Sitcomm.

17 I've got a couple cases, Your Honor. They're all
18 relatively new. This came about in '19 -- in '19 and then
19 there's something called the Treaty of Peace that is --
20 there's a website for it. The guy that won the arbitration
21 award has tried to get other people to do what he's claiming
22 he did.

23 I think the gist of it is that essentially there's a
24 contract that exists between citizens and the United States
25 government, and the United States government, by violating

1 the Constitution, has made that null and void and no longer
2 has any authority over these people.

3 There are three cases that I would like to cite, Your
4 Honor. One is Mark Wayne Nation verse (sic) United States.
5 It only has a -- it has a Westlaw number and I think an
6 appellate number. But the Westlaw Number is 2022 WL
7 1655693. I can email this to Your Honor and Mr. Sutherland
8 cause I think I have his email as well.

9 THE COURT: Okay.

10 SOLICITOR SMITH: Your Honor, this was a claim brought
11 by Mr. McDonald and seven other plaintiffs that were all
12 inmates in a Texas prison where they're attempting to latch
13 onto this arbitration award that was granted. This claim
14 was initially denied by the Federal Claims Court and then
15 they appealed that decision to the United States Court of
16 Appeals. The Court of Appeals affirmed the claims dismissal
17 and the United States Supreme granted -- denied cert on this
18 issue.

19 They did address this with summary action I guess
20 without a hearing. They found that the Federal Claims Court
21 was clearly correct that the plaintiffs have failed to
22 plausibly allege a valid contractual agreement with the
23 federal government and it cites two other cases, Your Honor,
24 Harvey verse (sic) United States, which is 845 Fed. Appx.
25 923 and 926, which I will email to you, and Martinez verse

1 (sic) Trump, which has only a Westlaw number from the
2 Southern District of New York, where they found this
3 arbitration agreement to be invalid.

4 Your Honor -- so -- and in Martinez, they actually have
5 some notes about this Sitcomm Arbitration Association which
6 is the purported -- they refer to as their purported
7 arbitration agreement. It was described in Shields verse
8 (sic united States as the recurring paradiddle and lack of
9 clarity in Sitcomm's decisions. And, in another case, it
10 was cited as Sitcomm is a sham arbitration organization that
11 uses the guise of legitimacy to market itself as an
12 authorized and legitimate arbitration company and issues
13 fake, exorbitant final arbitration awards against various
14 entities despite no arbitration hearing haver -- having ever
15 been held.

16 And the, the claims courts found, they noted that the
17 alleged arbitration agreement is incomprehensible, lacks
18 clarity, contains no specific factual findings or legal
19 conclusions. Enforcing such an order would be impossible.
20 And Martinez has -- the Martinez verse (sic) Trump mentions
21 that this is -- there's a recurring set of cases that are
22 coming up in relation to this arbitration agreement from
23 2019, and the Courts have expressed great skepticism about
24 the validity of them as an arbitration entity and its
25 validity.

1 And one of the notes was Sitcomm's Arbitration
2 Association award is a bizarre jumble of inconsistent,
3 nonsensical, word salad full of legally bizarre
4 determinations contrary to Hornbook contract law.

5 I will send you those three cases, Your Honor. I
6 have -- there's a couple points about his -- he's claiming
7 that he entered into some sort of contract with the State of
8 South Carolina where he, I guess, absolved himself of any
9 rights to them. But going back to contract Hornbook law, I
10 don't know what the consideration that he would of given in
11 that contract was. So, I think there's a, a serious
12 question about whether that contract exists.

13 I do know that Mr. Sutherland lives in Anderson and
14 he's here today. I don't know if has a ride. But he might
15 have a driver's license.

16 I do know that, in relation to this case, there's a
17 divorce action from his wife that is the victim of the order
18 of protection and somewhat the victim of the other two
19 charges that he faces. But it's my understanding that they
20 actually entered into a agreement about their divorce, that
21 Mr. Sutherland was actually going to make these same type of
22 arguments in Court, in the Family Court, and that,
23 ultimately, they were able to reach a resolution and he
24 decided to drop that and reach it.

25 So, he has subjected himself to South Carolina when

1 it's convenient to him, and, in doing that -- some research
2 on these alternative legal arguments, there's a, a good
3 quote from Judge Frank Easterbrook that said some people
4 believe, with great fervor, preposterous things that just
5 happen to coincide with their self-interest and I think
6 that's what this is, Your Honor.

7 He does have a motion -- he did not mention it in his
8 initial. He has a motion to dismiss about the trap gun.

9 Your Honor, I inherited this case from Ms. Wells. I am
10 going to dismiss the trap gun charge. There is an issue
11 with the indictment. The indictment -- he has two charges
12 from one incident, a trap gun charge and a hoax (phonetic)
13 device charge -- hoax device.

14 When Ms. Wells indicted it, she used the warrant -- she
15 swapped the warrant numbers. So, the hoax indictment
16 references the trap gun charge and the trap gun references
17 the hoax device charge.

18 I'm sending those and amending them to the Grand Jury
19 this next term, which meets, I think, next week. And once,
20 once they've fixed that, I'm going to dismiss the hoax gun
21 charge.

22 He's on the trial docket for -- in, in March. I
23 believe March 6th week. But the State would only be going
24 forward on the hoax device charge at that time.

25 I will email those cases to you and, and to

1 Mr. Sutherland as well. But we would ask that the motion be
2 denied as far as him being immune from prosecution.

3 Thank you, Your Honor.

4 THE COURT: All right.

5 MR. SUTHERLAND: I'd like to respond to that.

6 THE COURT: Sure.

7 MR. SUTHERLAND: I made Family Court aware of this same
8 arbitration award. I also disputed jurisdiction in Family
9 Court and I made the statement that I have reached an
10 amicable agreement with Michelle and that I do not consent
11 to the jurisdiction.

12 I've, I've been left no other avenue to speak with her
13 and I'm not submitting to the State of South Carolina. I've
14 not consented to the jurisdiction. The jurisdiction has not
15 been proven on the record. It did -- is not proven on the
16 administrative record anywhere, and I have a hearing on that
17 matter at the end of March.

18 I have not consented to the State in any capacity. I,
19 I stand by this arbitration award. This arbitration award
20 has been found to be without fraud by the U.S. Supreme
21 Court. You can find all this information in the documents.
22 I don't even know what prosecutor is made a reference to
23 when he speaks of these other cases.

24 I can tell you that on February the 25th, 2020, when
25 Senator Lindsey Graham was coming out of the General

1 Sessions, I served him a copy and placed a copy in his
2 hands. He was walking out of General Sessions with his
3 chief counsel.

4 I could also tell you that I spent a week in
5 Washington, D.C. and that I put into the hands of
6 representatives and senators for every state copies of these
7 documents.

8 The Sitcomm Arbitration award, if you'll make reference
9 to Private Law 1-14-31, you'll find that Congress has
10 adjudicated Sitcomm Arbitration Associations legal standing,
11 that it does qualify as a federal legislative arbitration
12 association R-F-L-A-A. And you know as well as I that
13 arbitration law becomes the supreme law of the land and it
14 preempts any state laws that are contrary to federal law.
15 And the State is subject to the Federal Arbitration Act.
16 And the State is also liable to me for penalties in the
17 amount of 1 million-dollars for continuing breach of
18 trespass and retaliation against me.

19 And, furthermore, I would like to state that the
20 police, in conclusion of their investigation, knew that I
21 had doors that could not be locked from the outside of my
22 home and that there was no present danger nor intent to
23 commit harm to any person.

24 I, at that point in time, no probable cause existed.
25 No danger existed that, that I was some evil that needed to

1 be removed from my home.

2 Now, private property rights give rise to necessity,
3 and, against necessity, there is no law. I have a right to
4 be left alone in my own home. I got doors that can't be
5 locked from the outside. My family's not living with me.
6 My wife is estranged from me. She wishes to use this matter
7 against me and try to prove some grounds for divorce.

8 I will note that two times previous that week she had
9 called the police on me and tried to put me in jail and
10 Judge Abbott denied her request. I would also note that
11 three times in November, 2018 she did the same thing. I
12 will also note that twice after I got out of jail she called
13 the police and made false accusations and put me back in
14 jail for 88 days.

15 After I got out of jail then, she called the police on
16 the storage manager and myself because she was not allowed
17 into a storage facility. She has been bent on getting me in
18 trouble for a long time. And I would also like to state
19 there's been a miss -- gross -- a gross misrepresentation of
20 the facts.

21 First -- Honor, Your Honor, is all this on the record?
22 Is it being recorded?

23 THE COURT: Yes, it is.

24 MR. SUTHERLAND: All right. Great. Excuse me for just
25 a moment.

1 (Pause.)

2 MR. SUTHERLAND: I would like to know who made the
3 gross misrepresentation of facts, who made the imprudent
4 decision to ill advise the Grand Jury by deliberately
5 fabricating the evidence that a gun was loaded on my
6 property when the discovery and the investigation proved
7 otherwise.

8 I would like to know why the prosecutors have been in
9 prosecutorial misconduct by continuing this case against me
10 in want of a conviction all this time knowing that the
11 evidence was false. This is clearly a misrepresentation of
12 the facts.

13 The last time I checked, on official records, when you
14 falsify something, that's a felony. He overstated the
15 evidence all this time which was exculpatory. His actions
16 were prosecutorial misconduct.

17 He did not disclose the evidence before he got this
18 notice from me. He didn't disclose the evidence. That
19 evidence would exonerated me. He presented false,
20 misleading evidence all this time and that is a crime.
21 That's prosecutorial misconduct.

22 Whoever approached the Grand Jury and lied, that's a
23 misrep -- a misrepresentation. That's a falsification of an
24 official record. That's a felony. That's a crime.

25 I'm the victim of suspicious circumstances.

1 I got doors I can't lock on my home. I have a
2 constitutional right of privacy in my own home and a right
3 to be left alone regardless of what someone else thinks
4 might be going on. When's prying eyes are looking into my
5 home and they assume something and then they come in and
6 investigate and find that there's no criminal intent, no
7 res -- res mena (phonetic) or whatever you call it. There's
8 no criminal intent. No criminal mindset.

9 Nobody has a right or probable cause at that point to
10 drag me out of my house over my property where all I'm
11 trying to do is protect my assets, protect my home from
12 intrusion from theft and from injury. And I got a wife that
13 hates my guts and wants to put me away.

14 She begged me to leave her in 2018 after I purchased
15 that home for her. Begged me to leave. I told her I wasn't
16 going nowhere. She could leave if she wanted to.

17 I said I, I love my family. I love my kids. I love my
18 wife. I said I love y'all. I don't want to leave you.

19 She said I was hoping you would leave. She said
20 because, if you left, after 12 months I would of got you for
21 an abandonment. This is what I been dealing with, for a long
22 time.

23 I been trying to do right by that woman, provide for
24 her, and provide for her well, provide for my children.
25 I've been good to them.

1 I've had them in church every Sunday morning, every
2 Sunday night, every Wednesday, every prayer meeting. Every
3 time I can get them through the doors of a church I had them
4 there. I done right by God and I done right by my family.

5 I want the names of the individuals who certified the
6 charges against me, those individuals that have consented to
7 their claim against me, but they have consented to their
8 claim. Also I need to know who has consented to the claim
9 against me against his or her own commercial liability.

10 I demand copies of the bonds. I want the prosecutor's
11 bond. I want the Clerk of Court's bond. I want the bonds
12 of the police officer. I want the bonds of anybody in this
13 case who has moved against me.

14 This Court moves against me non constitutional, non
15 constitutional. This Court is moving against me ultra
16 vires. It's without lawful authority to move against me.

17 Mr. Prosecutor, Spenser Smith, you're making an invalid
18 claim against this arbitration award. You've got to do more
19 than merely speak about it. You must prove your
20 accusations.

21 Supreme Court has given validity to this document and
22 it's found to be without fraud.

23 I haven't consented to the State of South Carolina.
24 I'm in special appearance right now in propria persona. I
25 also was over in Family Court. I served them this same

1 notice. I filed it with the Family Court.

2 THE COURT: Thank you, Mr. Sutherland.

3 Anything further from anyone?

4 It's under advisement.

5 MR. SUTHERLAND: Sir, I don't -- may I finish please?

6 May I---

7 THE COURT: Well, sir---

8 MR. SUTHERLAND: ---finish?

9 THE COURT: I'm, I'm not gonna -- I'm not gonna
10 continue on and on now. I will give you two more minutes.

11 Okay. Even the Supreme Court---

12 MR. SUTHERLAND: Three or four minutes please?

13 THE COURT: ---of our state has a time limit and, and
14 I've been -- I think I've been generous. So, I'll give you
15 two minutes.

16 MR. SUTHERLAND: Thank you, sir.

17 With that information I'm requesting, sir, without
18 somebody putting themselves at a risk with a claim against
19 me, the State has no measure of credibility. Without this
20 information I've requested, there's -- the State has no
21 basis to assert its claims or its charges against me.

22 The State is forfeiting its credibility and its right
23 to claim any authority against me. The injured party must
24 make his claim known, and, without such, there's no direct
25 evidence of a crime.

1 I would also like to state that the State has not
2 stated a true claim upon which any relief can be granted.
3 The State's trying to enrich itself, which is an unjust
4 enrichment. They're trying to take my rights, say I've
5 committed a crime, and then try to enrich themselves by
6 falsifying records before the Grand Jury.

7 Without the information I've requested, fraud exists
8 within the ranks of the Court and the State. Black's Law
9 Dictionary says fraud is a false representation of a manner
10 of fact, whether by words or by conduct, by false or -
11 misleading allegations, or by the concealment of that which
12 should have been disclosed which deceives and it is intended
13 the same of another so that he shall act upon it to his own
14 legal injury.

15 The last thing. I mean I could go on all day about how
16 necessity has the law. Necessity is not restrained by law.
17 It says otherwise what is lawful, necessity makes lawful.
18 Necessity defends when it compels. Necessity overcomes the
19 law.

20 The police knew that I could not lock the doors of my
21 home. My wife knew that I was waiting till the end of
22 December, somewhere around the first of January, to replace
23 that whole front door.

24 If you came home and tried to enter that front door,
25 and there wasn't somebody on the inside to open that door

1 for you, you would get locked out. The backdoor can not be
2 locked from the outside. It's a sliding glass backdoor. I
3 did not wish to do anybody any harm.

4 That's all I got to say, Your Honor. Thank you. Thank
5 you for giving me more---

6 THE COURT: Okay. Thank you.

7 MR. SUTHERLAND: ---more time.

8 THE COURT: Okay. It's under advisement, sir.

9 MR. SUTHERLAND: Thank you, sir.

10 SOLICITOR SMITH: Thank you, Your Honor.

11 (Pause.)

12 SOLICITOR SMITH: Could I ask Mr. Sutherland his e --
13 his email?

14 Is it the one that's in the filings, Mr. Sutherland, so
15 I can send you these cases over?

16 MR. SUTHERLAND: It's AnthonySutherland1357908642---

17 SOLICITOR SMITH: Yes, sir. I---

18 MR. SUTHERLAND: ---email?

19 SOLICITOR SMITH: I should send them to you. They're
20 gonna come from a Jennifer Jordan cause I used her westlaw
21 account. But they should be sent to you.

22 Thank you.

23 MR. SUTHERLAND: All right. Appreciate it.

24 THE COURT: All right. Thank everyone.

25 MR. SUTHERLAND: Thank you, sir.

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* * *END OF REQUESTED TRANSCRIPT OF RECORD* * *

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C E R T I F I C A T E

I, Pamela E. Green, Official Court Reporter for the State of South Carolina, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in the Court of General Sessions for Spartanburg County, South Carolina, on the 15th day of February, 2023.

I do further certify that I am neither of kin, counsel nor interest to any party hereto.

April 9th, 2023

A handwritten signature in cursive script that reads "Pamela E. Green". The signature is written in dark ink and is positioned above a horizontal line.

PAMELA E. GREEN, Court Reporter

In South Carolina State
In Spartanburg County

IN THE COURT OF GENERAL SESSIONS
FOR THE SEVENTH JUDICIAL CIRCUIT



STATE of SOUTH CAROLINA

VS.

Anthony-Duane: Sutherland
Propria Persona
In Special Appearance

)
) "NOTICE" FEDERAL ARBITRATOR'S DECREE
) ON PERMANENT INJUNCTION AWARD
) AND

) "MOTION APPLICATION" TO DOCKET
) AWARD & DECREE FOR ENTRY ONTO
) JUDGMENT ROLL OF THE COURT

) *CONTRACT NUMBERS:

) *J3:16fGsltwthghobS@

) *SAAPH-A510A-KJ

I, Anthony-Duane: Sutherland in propria persona and by special appearance now make an application to the Court by Motion. An I do request that the Clerk Of Court prepare the Judgement roll for entry of the "Permanent Injunction Arbitration Award and Final Decree". That the Decree be docketed as if rendered in an action in accordance with SC Title 15 Chapter 48 Uniform Arbitration Act and in accordance with all Federal Laws.

REFERENCE THESES EXHIBITS ATTACHED TO MOTION FILED ON 1/06/2023.

Exhibit Zero-Overview of arbitration award.

Exhibit One-EXPLICIT Claim to Contract.

Exhibit Two-Final Arbitration Award.

Exhibit Three-Copy of Private Law & Bill.

**Exhibit Five-Conditional Acceptance For Value
Upon Proof of Claim.**

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Exhibit Six-Conditional Acceptance for value upon proof of claim. Declaration and Notice of Default and Dishonor, Opportunity to cure.

Exhibit Seven-Notice and Offer for Dispute Resolution Negotiations.

Exhibit Eight-Dispute Resolution on Complaint and Demand for Duly Required and Due Summary Relief and Remedy.

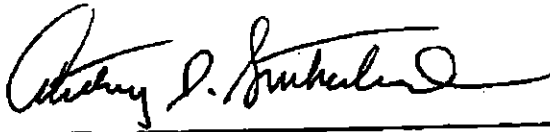
A true, accurate and complete copy, facsimile or digital scan is legally and lawfully declared to be an original.

I do proceed in propria persona, sui juris by Divine Visitation and Authority; with all rights, privileges, freedoms, immunities, capacities and standing claimed, reserved, and exercised; without prejudice.

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CLERK OF COURT
SPARTANBURG COUNTY
AMY W. COX

pg.2

I, Anthony-Duane: Sutherland do Declare,
Proclaim, Aver, Attest and Affirm that the
foregoing is true, accurate and complete, the truth,
the whole and nothing but the truth to the best of
my knowledge and ability, so help me God.
Without Prejudice,



Anthony-Duane: Sutherland

320 East Beltline Blvd
Building O, Apartment 7
Anderson, S.C. [29621-1365]
Phone 864-940-8362
AnthonySutherland1357908642@gmail.com

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SPARTANBURG COUNTY
AMY M. COX

In State of South Carolina

In Anderson County

The foregoing document was acknowledged before me this Friday January 6, 2022 by Anthony-Duane: Sutherland who did personally appeared to me and above-signed. He is identified to be the one who's name is signed on this instrument.

NOTARY SIGNATURE

Angelo K. Smith

NOTARY SEAL

COMMISSION EXPIRES ON

10-15-2024

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SPARTANBURG COUNTY
AMY M. COX

CERTIFICATE OF SERVICE

In accordance with Rules of Practice 150 and 151, 17 C.F.R. § 201.150 & .151, I do certify that a **“MOTION APPLICATION TO DOCKET FINAL DECREE FOR ENTRY ONTO JUDGEMENT ROLL”** as if rendered in action was served on the following Respondents on January 9, 2023, via the methods of service indicated below.

Respondent:

ANN COX the Clerk Of Court.

Methods of Service:

Service was personally delivered by Anthony-Duane: Sutherland to the Clerk Of Court's Office.

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CLERK OF COURT
SPARTANBURG COUNTY
SOUTH CAROLINA

In South Carolina State
In Spartanburg County

7th Judicial Circuit Court in General Sessions
Case Numbers: 2020A4210205836-7

2nd PRETRIAL MOTION

**"MOTION AND NOTICE OF MOTION
THAT DEFENDANT IS BARRED FROM
PROSECUTION"**

**NOTICE THE FEDERAL ARBITRATOR'S
PERMANENT INJUNCTION ARBITRATION
AWARD & FINAL DECREE & RELEASE
DEMANDS**

MOTION TO DISMISS

FILE ON DEMAND

THE STATE OF SOUTH CAROLINA

V.

Anthony- Duane: Sutherland

I, Anthony-Duane: Sutherland in **Special Appearance** hereby **Motion** the Court of limited jurisdiction to Dismiss its Defective & Invalid Complaint. Herein by **Actual Notice (s)**, I do apprise the Court of numerous disputed matters and numerous lawful facts. I also apprise the Court of The Supreme Laws Of The Land and of a Federal Arbitrator's Permanent Injunction Arbitration Award. All these matters do legitimately and seriously effect the Court's Case.

Notice 1 that none of my past appearances were general appearances.

Notice 2 all past appearances were special appearances.

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SPARTANBURG COUNTY
AMY W. COX

Notice 3 any future appearances will be Special appearances.

Notice 4 that I AM NOT Appearing "pro se" and I DO NOT grant the court personal jurisdiction over me.

Notice 5 I demand proof of the subject matter jurisdiction and personal jurisdiction of the court.

Notice 6 the Court has been in want of all Jurisdiction nearly twenty-six months.

Notice 7 the court has consistently failed to meet its burden of proof in a timely manner to establish any jurisdiction on the Court's Record.

Notice 8 the law requires proof of jurisdiction to appear on the record of the administrative agency and all administrative proceedings.

Notice 9 the record must show affirmatively that the jurisdictional requirements have been satisfied.

Notice 10 the jurisdiction of the Court can never be assumed, not even by colorable claims, it must be proven to exist.

Notice 11 the Court has failed to prove the alleged defendant owes any duty to the State Of South Carolina.

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SPARTANBURG COUNTY
SOUTH CAROLINA
pg.2

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Notice 12 that I am not bound by The State Of South Carolina's Statutory Instruments.

Notice 13 a statutory instrument is a British Regulation or Order clearly defined as such in the Blacks Law Dictionary 7th Edition, on page1424 in the lower left hand corner.

Notice 14 I do not owe any allegiance to the British Crown, British Crown Colonies, nor to the District Of Columbia, nor to The State Of South Carolina.

Notice 15 I do not consent to any proceedings of the Court for The State Of South Carolina.

Notice 16 I refuse the Court's tendered offers. The offers are not accepted. I refuse to become an accommodation party to the Court's offers.

Notice 17 I do not consent to be surety for any complaint, and any kind of action.

Notice 18 I demand that The State Of South Carolina and it's 7th Judicial Circuit Court, it's Clerk, it's Judges, and it's Prosecutor's immediately bring forth the bonds that I may receive indemnification for the damages and injuries done to me.

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SPARTANBURG COUNTY
AMY W. COX

pg.3

Notice 19 “The State Of South Carolina” and its 7th Judicial Court have not stated a claim upon which any relief can be granted.

Notice 20 “The State Of South Carolina” and it’s 7th Judicial Circuit Court did receive on March 4, 2022 an “Actual Notice”, a “Motion And Notice Of Motion” that [alleged] Defendant Is Immune And Barred From Prosecution and that the complaint against him should be dismissed.

Notice 21 the Federal Arbitrator’s Permanent Injunction Arbitration Award & Final Decree & other Arbitral documents were attached to that “Motion and Notice Of Motion” on March 4, 2022.

Notice 22 the information supplied to the Court was that necessary information the Court needed to be able to readily determine accurate and lawful facts not subject to reasonable questions. The information supplied to the court has a legitimate influence on the State’s case. The State was made aware by the Motion and Notice Of Motion that it’s lesser & contrary laws are preempted by the Injunction Award and the Federal Arbitration Act.

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Notice 23 the Actual Judicial Notice was a MANDATORY NOTICE UPON THE COURT because the supplied documentation was sufficient and readily available to the Court. The Court could have chosen to make accurate decisions with the necessary information. The information was Lawful Documentation, admissible material evidence proving a pre existent Lawful Injunction Order from a Higher Jurisdiction. The Documents Notified the Court that it's Complaint and presumed Jurisdiction was legitimately and significantly effected and that it's whole process is rendered null and void.

Notice 24 the Injunction Order does forbid all Courts of limited jurisdiction from interfacing with me and trespassing against me with any action, complaint, claim, process, and procedures.

Notice 25 the Injunction Order Demands My Immediate Release.

Notice 26 the Injunction Order Demands that my property be returned to me and that includes all cost in Attorney fees, Home Detention fees and any and all costs associated with making appearances before the Court.

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Notice 27 the Injunction Order demands that I be immediately made whole.

Notice 28 "The State Of South Carolina" did enter into a contractual relationship with me on October 25, 2019.

Notice 29 "The State Of South Carolina" is the Debtor State in non performance of the contract. The State has failed in its Fiduciary role to me. I am the Creditor and Beneficiary of the Contract.

Notice 30 "The State Of South Carolina" continues to retaliate against me; the Complainant. The State continuously Trespasses against me. The State continuously Breaches the Contract.

Notice 31 "The State Of South Carolina" is perpetually bound to the Contract and has pledged itself to be liable to me with severe penalties for its failure to perform its contractual obligations, for breaching the contract, and for continuing in trespasses against me.

Notice 32 the State's complaint that I possessed a trap gun is a False Invalid Complaint. See Exculpatory Evidence Within The Discovery Report. It Does Validate My Claim That The Gun Is Not A Trap Gun.

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That Pertinent Evidence Favoring Me Is Being Withheld by The State Of South Carolina. The State is pursuing it's false charge against me with it's invalid Complaint hoping that I will ignorantly consent and be surety for its fraud upon me. The State Fails To State A Real Claim Upon Which Any Relief Can Be Granted. The State Knows that my child's gun was found without any ammunition. In Fact, within the Home, in the gun, and in my possession there was found **ABSOLUTELY-NO-AMMUNITION-ZERO-NONE.** There was only one gun on my property and it ***DID NOT MEET THE STATE'S OWN DEFINITION OF A TRAP GUN.***

Notice 33 - NO DEVICES were found on my property capable of inflicting any injury or death upon anyone.

Notice 34 - NO PROOF OF CRIMINAL INTENTION TO COMMIT A CRIME WAS EVER FOUND.

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SPARTANBURG COUNTY
AMY W. COX

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Notice 35- NO PROOF OF A BODY OF EVIDENCE. NO CAUSE OF ACTION AND NO INJURY EQUALS NO CRIME. THEREFORE THE COMPLAINT IS INVALID WITHOUT MERIT AND STANDING. The law does not provide a remedy for every annoyance that occurs in daily life. Many things which are distressing or may be lacking in good taste **ARE NOT ACTIONABLE.**

Notice 36 The State Of South Carolina has charged me with offenses that are not warranted. Evidence is being fabricated to obtain a wrongful conviction. The State is overstating the strength of its evidence in plea deal negotiations with no real proof of a crime.

Notice 37 mere suspicion of some object is not proof of a crime. One's disapproval of an object and of another person is not relevant. What is relevant and what matters is one specific question and answer. The question should be, "Is there Real Proof Of An Actual Crime?" And when the answer is "NO!" that certainly should settle the matter.

AMY W. COX
CLERK OF COURT
SPARTANBURG COUNTY

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Unfortunately though in this modern day men's rights of privacy and the right to be left alone in one's own castle is being legislated away.

And everyday on both sides of the bench where the Bar Association has a monopoly against the flesh-blood non-corporate soul. I don't give my consent to the fictitious entities who have men hiding in invisible cloaks to do what they capriciously and arbitrarily please with little to no accountability for the damages they do their fellow Americans for unjust enrichment. When juridical reasoning is abandoned soon every impropriety becomes the accepted normal.

Notice 38 THE FOURTH AND LAST MOTION TO BE RELEASED FROM HOME DETENTION WAS DENIED ON OCTOBER 14, 2022. THIS WAS IN SPITE OF NOTICE THAT THE INJUNCTION ORDER DEMANDS MY IMMEDIATE RELEASE FROM ALL FORMS OF DETENTION. THE STATE DELAYED THE FOURTH MOTION ONE YEAR BEFORE HEARING IT.

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SPARTANBURG COUNTY

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Notice 39 the week of May 22, 2022, and the week of August 22, 2022, I was denied my Motion for a Pretrial Immunity Hearing. I was denied two basic human rights for rejecting the prosecution's intimidating plea deal offers & for not consenting to the jurisdiction and challenging it.

The proceeding was canceled.

THE TWO RIGHTS DENIED ME WERE:

1. A fair opportunity to be heard and
2. A fair opportunity to present a lawful defense.

Notice 40

On Wednesday October 26, 2022, I received Notice that the Court was demanding my appearance the next morning at 9:30 am to proceed with the Pretrial IMMUNITY Hearing. Turns out it was just another pretense of the Court to apply it's undue pressure on me to accept it's tendered offers. On Thursday October 27, 2022, I did specially appear before the 7th Judicial Circuit Court for The State Of South Carolina and did challenge the court's presumed personal and subject matter jurisdiction.

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Then the State unduly applied intense coercive tactics nearly two hours demanding that I either enter a plea or accept it's plea deal offers. The State discussed every potential consequence that I could possibly suffer for not entering a plea nor accepting it's plea deal offers. I was even told that I could end up doing two years time in prison on top of all the jail time and home detention time I have already done. They said I could time because the Judge does not have to honor my time in home detention. Well I constantly asserted all my rights, and reserved all my rights, and did not relinquish any of them and this did not set well with the court at all. So once again the court callously retaliated against me by denying me another fair opportunity to be heard and another fair opportunity to present a lawful defense of immunity which is pursuant to a lawful decree of a higher jurisdiction.

This was the third time now those two basic human rights were being denied me and the court said that the State's case is continued until January 2023, but not before the court denied me also my

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lawful right to assistance of counsel which is also another basic human right. Just another one the court choose to take away. The Court is clearly rogue and trying to wear me out through it's delays, denials, intentional failures TO NOTICE MANDATORY JUDICIAL NOTICES OF SUPREME LAW EFFECTING IS LIMITED JURISDICTION, and by keeping in unlawful detention.

This time around "The State Of South Carolina" clearly took it's retaliation and trespasses against me to a much higher level of deliberate indifference and prejudices against me when it denied My Right-THE RIGHT TO ASSISTANCE OF COUNSEL.

After I withstood the court my paid Attorney Zachary Farr was instantly forbidden by Judge Knie to ever continue with me any longer on that case. He was forbidden by the State to assist me and to defeat the State's weak invalid case. This was just an unbelievable and very serious trespass against me at the hands of the State.

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The State harshly retaliated against me because I endured nearly two of hours of it's coercion tactics and refused to cave into it's Unlawful Intimidations. My attorney was visibly shaken by the Judge's demands and my attorney explained to me he was in some more pickle! He explained that he was not going to be able to please the Court and also faithfully discharge his Fiduciary Duties to me. He said if he continues with me on the case against the State that he is facing sanctions at the Bar and will be out of a career. My attorney requested relief from the case and that relief was granted by Judge Morgan on November 9, 2022. I had paid my attorney \$4,500 to advise me on the State's Processes and he is no longer able to assist me! This whole ordeal is a great travesty in America Justice and it demonstrates an erosion of the American Heritage. This great miscarriage of Justice and huge dereliction of all duties by the court officials does prove that the majority of most common men will never have a chance of being exonerated and of having their innocence proven in such a wicked system.

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SPARTANBURG COUNTY
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Obviously the whole system is rigged against the common man. If the Public was made aware that I paid my attorney in full but then the court denied me his assistance surely then there would be a great public display of mistrust cried all across this Carolina State. If this Court action and horrible nightmare of Injustices were to become Public knowledge, the public would know one thing, that they too could loose their right to assistance of counsel, if they just push back hard enough against the crony legal system. That Corporate body calling itself a Court and masquerading as a lawful government over the people. The Court does move **NON Constitutional** against all common men and women. The Court moves against me in trespasses by violating the Private Law Contract to which the court is bound with severe penalties. That Contract does supersede the U.S. Constitution and all other contracts.

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AMY W. GOR

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SEE THE NINE ATTACHED EXHIBITS

Exhibit Zero-Overview of arbitration award.

Exhibit One-EXPLICIT Claim to Contract.

Exhibit Two-Final Arbitration Award.

Exhibit Three-Copy of Private Law & Bill.

Exhibit Four-Rejection of Plea Deal Offer.

**Exhibit Five-Conditional Acceptance For Value
Upon Proof of Claim.**

**Exhibit Six-Conditional Acceptance for value
upon proof of claim. Declaration and Notice of
Default and Dishonor, Opportunity to cure.**

**Exhibit Seven-Notice and Offer for Dispute
Resolution Negotiations.**

**Exhibit Eight-Dispute Resolution on Complaint
and Demand for Duly Required and Due
Summary Relief and Remedy.**

**Exhibit Nine-Copy of first "Motion And Notice
Of Motion That Defendant Is Barred From
Prosecution" Filed into the Record Of The 7th
Circuit Court Of General Secessions For "The
State Of South Carolina" On March 4, 2022.**

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SEPARATING COURT

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CONCLUSION:

I, Anthony-Duane: Sutherland the Complainant joined in Arbitration. I am the Creditor party with security interests in the award. I am the beneficiary of the Arbitration Award / Contract which the State is bound too and has pledged itself too me with penalties for One Million Dollars in liabilities for every breach and trespass of said Award /Contract.

Therefore I do have ever legal & lawful right to expect The State's performance of the contract. An I do expect The State to be in compliance with the Contract and Permanent Injunction Arbitration Award and Final Decree that is The Supreme Law Of The Land and binding in perpetuity.

The State Of South Carolina is liable to me and shall compensate me appropriately for it's every breach of the contract and for it's every trespass against me. I am in a contractual relationship with The State and I do not owe The State any duties in that Contract.

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SPARTANBURG COUNTY
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In fact all duties are owed to me by The State. Yet The State does breach every duty unto me and continuously fails me in it's Fiduciary Role to me. The State has continuously demonstrated it's willingness to continue in breach of the contract and in trespasses against me every since the first Actual Notice on March 4, 2022 and in every subsequent special appearance by motion. Whether is was a motion to have the home detention amended for my release or to have the Claim Of Immunity heard by Pretrial Motion. All Motions and Notices were denied every time despite Federal Law, and Supreme Law. The State Of South Carolina and it's 7th Circuit Court has failed in performance of the contract and has continuously denied it's Contractual Obligations. The State continues its breaches of the contract and continues in trespasses against me and it does continuously retaliate against me and does come against me with undue offers that are

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SPARTANBURG COUNTY
JAN 6 2023
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just attempts to Impair It's Own Obligation Of Contract. The State's attempts to Garner A New Deal through offer and some acceptance is rejected by me. I do reserve all of my rights and immunities and I have not relinquished any. The State Of South Carolina and it's 7th Circuit Court is still refusing to give full faith and credit to the Award which is recognized and confirmed by The United States Supreme Court. The Supreme Court attested to the Fact that the Private Law Contract Is Legit, and found without any fraud and The Supreme Law Of The Land. The Permanent Injunction Arbitration Award / Contract is to recognized in all Courts and Justices in all places everywhere. Yet the 7th Circuit Court For The State Of South Carolina deliberately and intentionally is indifferent to usurp jurisdiction to hopefully win another case and defeat another innocent living breathing soul. The State is resisting and refusing to be in

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SPARTANBURG COUNTY
AMY W. COX
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Compliance with the Contract so far. The State purposely fails to recognize the contract. That is just pure nonsensical to be that stubborn because it is also a failure to recognize any of the Supreme Laws Of The Land and those Laws which are secured under Article VI Supremacy Clause II Of The United States Constitution. The State Of South Carolina does not recognize the U. S. Constitution for it is not a creation of that Constitution and therefore the Corporate State for profit and the Corporate Court for Profit has proven it's self to move against all flesh-blood Non Corporate souls Ultra Vires beyond the State's own corporate powers. It has also proven it self to move Non Constitutional against all mankind by masquerading itself as lawful government over the people. The State and it's Court Officials do act capriciously and arbitrarily to deny me the injunctive relief, remedies, and absolute immunity that is owed me which I do lawfully demand.

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SPARTANBURG COUNTY
AMY M. COX

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I lawfully demand to be free from the Court's criminal, civil, and administrative actions, procedures and processes, and any other laws, codes, rules, regulations, ordinances, et cetera which unlawfully oppose me and breaches the Injunction Award Contract that is against the State. The State has no authority to interface with me for it has no jurisdiction none over me. I demand to be set free by The State Of South Carolina. The United States of America, any and all States and their instrumentalities and political and other subdivisions, territories and/or possessions of the United States of America, AND NO COURT OR TRIBUNAL of the United States of America, ANY AND ALL STATES and their instrumentalities and political and other subdivisions, Territories, and/or Possessions of the United States of America shall have any authority over me the beneficiary and the creditor in Contract who is owed a Performance of duty.

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None of the above stated entities for any reason or cause are authorized to exercise any jurisdiction over me through or by any prosecution, litigation and/or by other means for any reason or cause. I am the Beneficiary and do Demand that The Debtor State, "The State Of South Carolina" and it's 7th Circuit Court take Judicial Notice and recognize my Lawful demands and recognize the Permanent Injunction Oder. An demand they also recognize that I am the Complainant against the State with a legal right to demand performance. I do have a legal & lawful right to enforce the Contract through summary court judgment in Federal District Court which I intend to do for the damages inflicted upon me by the State, for it's breaches of the contract, it's retaliations against me, and for it's continued Trespasses against me. The Permanent Injunction Arbitration Award And Final Decree is in full force, affect and effect, and perpetually binding upon all parties.

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Substantial proof does exist that I, Anthony-Duane: Sutherland does have absolute immunity and that the State Of South Carolina has no lawful authority to interface with me by any means with any colorable claims, complaints, or procedures of any kind. Yet the State is intentionally interfacing me with unlawfully with non actionable defective complaints. The State is perpetrating a fraud against me and is falsely imprisoning me and now holds me in false imprisonment through unlawful home detention. The State is not obeying the Injunction Order and those Release Demands of the Order.

The Principal State Of South Carolina and it's agency, The 7th Circuit Court, and it's agents, the Executive Court Officials have violated me continuously and have committed great violations to deny me all that is Lawful, fair, and just without any mercies, and has denied The U.S.Constitution and it's precepts and The Supreme Laws Of The Land. These Gross Injustices are just beyond belief.

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The Officials gross malfeasances are on another level. Great injustices have been committed against me a fellow American. The State has demonstrated no professional responsibilities and no standards of care to avoid more damages unto me. Rather The State does show it's intentions to damage me with calloused actions and prejudices against me. The State and it's Inferior Court of Limited Jurisdiction has shown the highest disregard and total disrespect for the whole lawful system of higher jurisdictions in this great nation.

These actions of the State are great miscarriages of Justice and The Court officials are found to be in great Dereliction Of their Duties. An they have abandoned their official offices and have dishonored their own oaths of office and The State Of South Carolina shall be held accountable by me and liable for damages. I shall be properly compensated by The State Of South Carolina for it's total failures

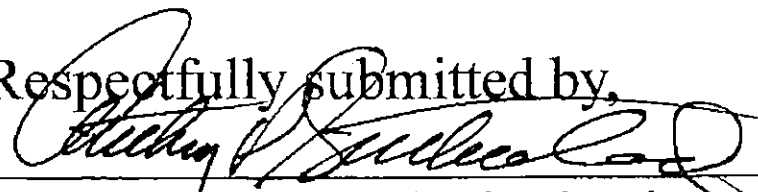
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AMY W. COX

The State's failures go even beyond their failures to comply with their Obligations Of the Contract. I am immune and barred from Prosecution by The State Of South Carolina and sufficient evidence does exist making that claim apparent. Therefore any complaints, and alleged claims against me should be immediately dismissed. I should be immediately released from the hostile and unlawful detention of the State. The State should immediately cease and desist with all it's warfare against me and The State should obey all the lawful demands of the Injunction Order and Final Decree which it is contractually bound too with severe penalties and interest for its trespasses, breaches of contract, and retaliations against me the Complainant.

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Now The State Of South Carolina should immediately release me, and my property, and should immediately return unto me all my finances, home detention fees, attorney fees, and other assets. All my other expenses should be returned. I should be immediately made whole. The State should also immediately settle my damage claims against the State. The State should immediately and properly compensate me for all the damages and for my loss of life, liberty, and happiness.

Respectfully submitted by,

Anthony-Duane: Sutherland

320 East Beltline Blvd
Building O, Apartment 7
Anderson, S.C. [29621-1365]
Phone 864-940-8362
AnthonySutherland1357908642@gmail.com

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In State of South Carolina

In Anderson County

The foregoing document was acknowledged before me this Friday January 6, 2022 by Anthony-Duane: Sutherland who did personally appeared to me and above-signed. He is identified to be the one who's name is signed on this instrument.

NOTARY SIGNATURE

Anthony D. Sutherland

NOTARY SEAL

COMMISSION EXPIRES ON

10-15-2029

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SPARTANBURG COUNTY
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CERTIFICATE OF SERVICE

In accordance with Rules of Practice 150 and 151, 17 C.F.R. § 201.150 & .151, I do certify that a copy of the 2nd "MOTION AND NOTICE OF MOTION THAT DEFENDANT IS BARRED FROM PROSECUTION" AND A "MOTION TO DISMISS" was served on the following Respondents on January 6, 2022, via the methods of service indicated below.

Respondents:

State Of South Carolina 7th Circuit Court
CLERK OF COURT ANN COX
JUDGE COLE
PROSECUTOR SPENCER SMITH

Methods of Service:

Service was personally delivered by Anthony-Duane: Sutherland to the Clerk Of Court's Office with a sufficient number of copies provided to each Respondent.

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OVERVIEW OF ARBITRATION AWARD

DETAILED STEPS



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AMY M. COX

Overview of exhausting all avenues of remedy prior to Arbitration: Arbitration and Award Established

The following detailed steps were legitimized by exhausting Article III, Section 2 actions for redress of grievances followed by exhausting judicial writs of necessity at both the State of West Virginia and United States levels as evidenced in eight separate served documents demanding due process of which seven were ignored and one improperly responded to.

On December 7, 2018, a document titled "Conditional Accept for Value upon Proof of Claim" and identified as J3:16fGsltwthghobS to be referred to as simply "Proof of Claim" was signed by signatories and sent to Washington, D.C. and subsequently hand delivered to the President of the United States, Chief Justice of the United States Supreme Court, President Pro Tempore of the United States Senate, Speaker of the United States House of Representatives, and the US Attorney General. The document contained 573 points. A lawful government would have no problem producing proof for the five signatories establishing the authorization for the administering and requiring compliance regarding these 573 points. Included in this "Proof of Claim" document, were time tested & accepted maxims and Bible stated truths upon which our current law form was established. To this day, ten months later, there has been no reply to our petition for "Proof of Claim" or any of the 573 point contained therein.

No answer was and is admission of that all three branches of government were not and are not operating lawfully under their contract known as the Constitution of the United States. The contract between the signatories and the purported government was now officially void under established contract law.

On December 28, 2018, a second document titled "Conditional Accept for Value upon Proof of Claim and Notice of Default and Dishonor, Opportunity to Cure" to be referred to as simply "Opportunity to Cure" was signed by the signatories and delivered to the same five respondents. To this day, nearly ten months later, there has been no reply to our notice for "Opportunity to Cure." With the United States Constitution proved to be a defaulted and dishonored contract, several important facts, conditions and the standing of the signatories were established within the "Opportunity to Cure" document. The signatories' citizenship was cancelled and their standing as Heirs of the Creator was affirmed. J3:16fGsltwthghobS became the new contract between the purported government and the signatories under the Creator's law form. Arbitration and only arbitration was deemed the method of settlement. All these actions and procedures were and are lawfully established under contract law.

On January 8, 2019, a third document titled "Conditional Accept for Value upon Proof of Claim Notice and Offer for Dispute Resolution Negotiations" to be referred to as simply "Dispute Resolution Negotiations" was served. Under the established contract, J3:16fGsltwthghobS, this third and final document prior to arbitration was served on the five officers of the three branches of United States Government. Some offices became occupied by 2019 newly appointed or elected successors such as Nancy Pelosi being served the "Dispute Resolution Negotiations" document rather than Paul Ryan. As in the past, there was no response from the respondents.

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JANUARY 8, 2019
JANUARY 8, 2019

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What will be covered in this summary are sections of most importance within the award, being sections 5, 6, 7, 8, 9, 11, 16, 19, 26, 27, 28, 44, 45(a, b, c, d, e), 48, 50(1, 2, 3, 4, 5, 7), 52, 53, 54,

5. The parties entered into a legally binding contractual relationship with each other and this Arbitrator finds that there is no fraud and/or any attempt to induce fraud and/or to commit fraud, and/or inducement of contract, and/or fraud in the factum respecting the instant matter and contract. Thus, the parties are bound by the terms and obligations agreed upon and imposed upon them as a direct result of the contractual agreement; and

5. This section refers to the contract established, J3:16fGsltwthghobS®, as counter offer to the contract held by the constitution and the five claimants as citizens bound to it. A legal and binding contract under contract J3:16fGsltwthghobS®, is now the working contract. The respondents are bound by its terms and obligations, not that of the constitution. No fraud was found in establishment of this contract.

6. This Arbitrator finds that all the elements that form a contractual agreement and a legally commercial binding obligatory relationship are present; and

6. Self-explanatory, all elements forming a legally binding contract are present.

7. The contract clearly expresses the method of settlement and resolution of all disputes arising thereunder shall be settled by arbitration under the authority of the standards of common-law arbitration, the Federal Arbitration Act, and further stipulated and appointed this Arbitrator listed herein as agreed upon as the Arbitrator of record. Neither party has objected, protested, and/or attempted to amend any portion and/or provision at any time of the contract; the contract status that all final and binding arbitration awards may be confirmed by any court in America having original jurisdiction pursuant to Title 9 United States Codes §9 and §13; and

7. The contract, J3:16fGsltwthghobS®, clearly states if there's a dispute it goes to arbitration

8. It has been alleged and thoroughly proven that the Respondent(s) listed above have by their own accord agreed to all the terms of the contract, that they have committed the offenses claimed in the contract and have acted against the interests of the Claimant's, depriving them of their right to property, their right to contract, the right to The Pursuit of Happiness and the enjoyment of life. They have admitted and agreed that they have violated the Claimant's constitutional and common law rights, that they had intentionally, knowingly and deliberately failed to perform as agreed, have forsook their obligatory duty of care and thus created a dispute that requires a resolution by SITCOMM ARBITRATION ASSOCIATION (Hereinafter "SAA") and/or any subsequent award; and

8. It was alleged, in contract J3:16fGsltwthghobS®, that all 573 points were breached by their silence the respondents proved all facts in the favor of the claimants; they didn't have the right to do any of those actions.

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SOUTH CAROLINA

9. The parties stipulated and agreed that the related matters including any judgments associated thereto, any claims, and any collateral attacks by the Respondent(s) are null and void of any effect and shall not be binding on the Claimant retroactively and henceforth; and

9. Under the contract J3:16fGsltwthghobS®, any interaction past present and future (i.e. traffic stops, court appearance) are null, void, of no effect.

11. The parties did have a prior relationship and the Respondent(s) had an obligation to respond to the reasonable requests of the Claimant. One of those requests being that the Respondent(s) provide an accounting and that such accounting be truthful and certified as being wholly accurate. As the custodian of record, a position for which the Respondent(s) volunteered, accepted such responsibility and have yet to rebut such a presumption. This Arbitrator finds that they were duty-bound and have breached their fiduciary duty of care, supporting their willful and intentional as well as deliberate default respecting the irrevocable binding contractual agreement that is coupled with interests; and

11. Because of contract J3:16fGsltwthghobS® a relationship(presumptive) was established between the claimants and respondents, the respondents having had a fiduciary trustee obligation and duty to respond. The respondents failed to respond being a breach of obligation and duty as government officers.

16. That the parties have agreed that all pre-existing as well as existing contractual Agreements between the parties, no matter their scope, subject matter, and/or detail are superseded and extinguished by the contractual agreement referenced and related hereto! And

16. The parties agreed, under contract J3:16fGsltwthghobS®, that any previous interaction (i.e. Traffic stop violation, court proceeding) is void.

19. It appears that a dispute has arisen under the agreement between the parties and it is the subject matter at bar. The Claimant contends that after agreeing to the terms of the contract, the Respondent(s) have failed to fully perform to the terms of the agreement and that the Claimant is entitled to immediate and unconditional remedy as prescribed within the terms of the contractual agreement. The Claimant has demanded liquidation of the estate/trust and the Respondent(s) have failed to act.

19. Simply put, pursuant to the complaint there's a dispute. Claimants complied with the contract J3:16fGsltwthghobS®, the Respondents failed to comply.

26. Respondent(s) agreed and consented that Respondent(s) do have a duty and obligation to Claimant! as well as the corporate Government Department/agency construct(s) Respondent(s) represents/serves, to correct the record in the alleged Commercial/Civil/Cause and thereby! And therein, release the indenture (however termed/styled) upon the Claimant and cause the Claimant to be restored to liberty and release the Claimant's property rights, as well as ALL property held under a storage contract in the "name" of the all-capitaMetter "named" defendant within the alleged Commercial/Civil/Cause within the alleged commercially "bonded" warehousing agency d.b.a., for the commercial corporate Government construct d.b.a. the United States. That this arbitration award is to be construed

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contextually and not otherwise and that if any portion and/or provision contained within this arbitration award, the self-executing binding irrevocable contractual agreement coupled with interests; is deemed non-binding it shall in no way affect any other portion of this arbitration award. That this Arbitrator is permitted and allowed to adjust the arbitration award to no less than two times the original value of the properties associated with this agreement, plus the addition of fines, penalties, and other assessments that are deemed reasonable to the Arbitrator upon presentment of such claim, supported by prima facie evidence of the claim.

26. The Arbitrator, here, finds the Respondent, by their silence, agreed they had a fiduciary trustee obligation to correct the records. This is where an injunction is created and a return of property afforded. The wording is not to be construed other than the contextual manner in which it appears. The award may be adjusted upon further findings.

27. The defaulting party will be estopped from maintaining or enforcing the original offer/presentment; i.e., the above referenced alleged Commercial/Civil/Cause as well as ALL commercial paper (negotiable instruments) therein, within any court or administrative tribunal/unit within any venue, jurisdiction, and forum the Claimant may deem appropriate to proceed within in the event of ANY and ALL breach(s) of this contractual agreement by Respondent(s) to compel specific performance and or damages arising from injuries therefrom. The defaulting party will be foreclosed by laches and/or estoppel from maintaining or enforcing the original offer/presentment in any mode or manner whatsoever, at any time, within any proceeding/action.

27. Everything the Respondents did previously are void, being every interaction and anything emanating from them.

28. Furthermore, the Respondent(s) are foreclosed against the enforcement, retaliation, assault, infringement, imprisonment, trespass upon the rights, properties, estate, person whether legal, natural or otherwise of the presenter/petitioner and/or his interest and/or his estate retroactively, at present, post-actively, forever under any circumstances, guise, and/or presumption.

28. This is restatement of injunction. The Respondents are wholly restricted from interaction of any kind...FOREVER! Everything ever done previously is VOID!

44. First set of claims' (due to the extensive nature of the claims, each of the claims by the Claimant is incorporated herein by reference) ...The record shall reflect and note that the Claimant has attached a copy of the original contract which list all the claims within the form of stipulation, that the parties have all agreed to, and that they have incorporated each of those claims by reference. This Arbitrator finds that such incorporation is appropriate and accepts that incorporation as a matter of record.

□ As noted above, the Claimant has alleged that the Respondent(s) have breached the contractual agreement and because the agreement is binding on all parties and was irrevocable, the Respondent(s) have acted in bad faith, with unclean hands, and have breached their fiduciary duty of care, responsibilities and are liable to the Claimant for the amount of the contractual agreement, plus additional costs, fees, assessments, penalties, and other equitable relief and remedies.

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- That the Respondent(s) have agreed to discontinue all use of the Claimant's personal information, assets, properties, within its publication, its databases, its system of record keeping, and to have surrendered all records associated with this matter to the Claimant and have failed to do as agreed.
- That the Respondent(s) have agreed to compensate the Claimant for their gross misrepresentation of facts and other information pertinent to the welfare and well-being of the Claimant. Respondent(s) have failed to provide such compensation as agreed and have failed to provide any documentation which would substantiate their having complied with this requirement of the contractual agreement.
- That the Claimant has agreed and accepted the fact that the United States has declared a national banking emergency which is supported by the "EMERGENCY ECONOMIC BANKING RELIEF ACT," "PROCLAMATION 2038, 2039, and 2040," and the "NATIONAL EMERGENCIES ACT," which resulted in the suspension of all normal banking activities and have agreed that any claim of debt by the Respondent(s) is fraudulent, and that they willfully attempted and committed fraud against the Claimant. That the Respondent(s) have agreed that THE NATIONAL BANKING HOLIDAY permits them to issue what's known as emergency script as prescribed by the March 9, 1933 Act (the reference notes of Congress lend to this conclusion), have agreed to issue book keeping entry credit and/or tax credits to the Claimant in the amount of the initial claim and owe Claimant as much as treble damages associated with the initial claim.
- The Respondent(s) have further agreed to turn over any and all properties, assets, securities, documents, accounting records to the claimant's upon demand/default and have failed and/or refused to do so, thus putting them in further breach in violation of the contractual agreement, entitling the Claimant to equitable relief.

44. The claims have been brought forth by reference. Box 1 The original contract is brought forth and incorporated. Box 2 the Respondents have been found in breach of contract J3:16fGsltwthghobS® and the contract is irrevocable, that they acted in bad faith with unclean hands and breached their duties. Box 3 The Respondents agree to discontinue anything emanating from the Claimants, but failed to perform. Box 4 Respondent agreed to compensate for gross misrepresentation and failed to do so. Box 5 Acts of fraud. Box 6 Respondent agreed to a return of all property, assets etc., and failed to do so.

45. It is the determination of this Arbitrator that the following are facts that are undisputed and uncontroverted:

- a. That there is a binding irrevocable contractual agreement that has been coupled with interests that exist between the parties.
- b. That the parties had a pre-established relationship which placed an obligation on each to communicate with the other.
- c. That the Respondent(s) have made changes to the original agreement which permitted and allowed the Claimant to present a counter offer and/or conditional acceptance of the offer to change the agreement to the Respondent(s).

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d. That the self-executing binding contract coupled with interests stands as irrevocable.

e. That the Respondent(s) have agreed to the contract, agreed to all the terms and conditions of the contract by their acceptance of the waiver which was included as part of the contractual agreement; that waiver being the right not to respond as highlighted by the Supreme Court of the United States-

45. The Facts: a. There is/was a binding contract, b. there is/was a duty to communicate, c. Changes were made to the Original Contract (the Constitution) allowing for a counter offer, d. Contract J3:16fGsltwthghobS® with interests is irrevocable, e. Respondents have agreed to contract J3:16fGsltwthghobS® are bound to it by waiver (Maxim of law "silence is acquiescence")

48. The Respondent(s) failure to respond constituted an act of "tacit acquiescence."

48. Respondents failed to respond therefore they tacitly agreed.

50. Respondent(s) have waived all rights, claims, defenses, and/or standing respecting the matter and is estopped from any collateral attacks and/or seeking disposition from any other venue as a result of the knowing, intentional and deliberate consent to the contractual agreement.

1. I find that the Claimant as well as the Respondent(s) are consenting adults, having attained the age of majority! not a minor, not an infant, not a delinquent, and/or a decedent. All parties are fully capable of entering into and negotiating contracts.

2. I do not find any of the parties to be suffering from a mental disease and/or defect that would have prevented and/or interfered with their knowing and intentional entering into the binding contractual agreement! and

3. I find that the contractual agreement is binding on all parties, remains irrevocable and that the contractual agreement remains in effect as stipulated within the agreement until all the obligations are satisfied by the defaulting party. As of this day, those obligations have not been satisfied and I hereby order the Respondent(s) to satisfy the obligations according to the terms of the contractual agreement, which is not inconsistent with this order! and

4. I find that the Respondent has failed to fully perform to the terms of the agreement and that the Claimant is entitled to immediate and unconditional remedy as prescribed within the terms of the contractual agreement; and make the injured party (the claimant) whole again by complying with the terms of contract to the letter.

5. I find that the Claimant has demanded liquidation of the estate/trust and that the Respondent(s) have failed to act. The Claimant has also demanded a full review and audit, comprehensive in nature! of all revenue for the estate/trust over the course of the past ten (10) years, any tax credits and/or deductions associated with the estate/trust, a copy of the insurance policies held, and a copy of any bonds held by the debtor. The Claimant, also acting as the Creditor in this matter! has requested such information to preserve their standing and position.

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7. This award is final and binding upon issuance and execution of the arbitrator's signature below and takes full force and effect immediately upon issuance.

50. The Respondents have waived any defense. 1. Establishes an age of majority to validly enter contract, 2. No one entering the contract is incapable, 3. Contract J3:16fGsltwthghobS® is binding on all parties, and Respondents have failed in their obligations under it 4. Respondents failed perform and the Claimants are due remedy/relief under the contractual terms, 5. Full audit and liquidation of estate and trusts. Claimants now in position of Creditor, 7. This award takes full force and effect immediately.

52. This order shall be binding on all the parties, in all jurisdictions, and shall take precedent over all collateral and/or related matters heretofore, at present and forthwith until the agreement is fully satisfied. The Respondent(s) are estopped from maintaining and/or bringing forth any action against the Claimant, the Claimant's heirs, and/or the Claimant's properties permanently. This order shall constitute a permanent injunction against the Respondent(s) respecting the Claimant's and the Claimant's interest; comprised and embodied within the contractual agreement.

52. This sets the injunction, much like a restraining order and immunity

53. The Respondent(s) are hereby ordered to release the demanded information of the Claimant which includes a full review and audit of all revenue for the estate/trust over the past ten (10) years, any tax credits and/or deductions associated with the estate/trust, a copy of any insurance policies associated with the estate/trust and a copy of any bonds held in respect to the estate/trust. The purpose of this information shall be for the Claimant to liquidate any and all assets of the estate/trust; and

53. Full audit of estate and trusts emanating from the Claimants, whatever it may be.

54. The Respondent(s) are hereby ordered to release any and all claims against any and all properties of the Claimant's, to return any and all properties held in any manner, to include records, documents, audiotapes, discoveries, exculpatory or otherwise, and that this order/mandate shall not be construed other than its intent and its contextual rendering.

54. Release/liquidation of all property and assets to the claimants, being essentially what is found from section 53.

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SPARTANBURG COUNTY
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EXHIBIT

1 2 PGS

By submitting the paper opt-in and digital opt-in you alone accept full responsibility and liability for ensuring you are included in any Settlement of Contract # J3:16GslwthghobS and Award # SAA-HOHA-T9KDBNO-TORNCF2UX-5896-A510A-PH-001, SAAPH-A510A-KJ emanating therefrom. Phillip Hudok shall only do his best good-faith effort to ensure that a digital copy thereof is delivered to as many Federal Representatives and Senators as he can feasibly do while delivering the Settlement/Bill/Private Law Offer.

Phillip Hudok expressly does not, nor do any others, accept any liability of any nature for any actions or inactions of themselves in regards to the aforementioned matter.

Your responsibility and duty will be to stay in constant and direct telephonic, digital and/or physical contact with your Federal Representatives and Senators starting before he arrives and continuing thereafter until the Settlement/Bill is passed by the Congress as a whole and signed by the President into Private Law.
No Exceptions.

Signature



Procedure for opting in:

First, scan both pages into a pdf document and email to: treaty.of.peace2020@gmail.com

Second, mail both pages to the following address and must be received by Phillip on or before November 1, 2019:

Phillip Hudok
15958 Seneca Trail
Huttonsville, WV 26273

Tess Benton



Contract J3:16GslwthghobS

Certified True, Accurate, and Complete

CLERK

2023 JAN 10 10:00 AM

Acceptance, Acknowledgement and Claim by, under and through Free-Will Choice.

I, Anthony-Duane Sutherland, being of plenary capacity, character, condition, standing, status and responsibility, sui juris, under full liability and complete transparency, do by these Presents, Aver, Affirm, Declare, Notice, Proclaim and Publish the following, to wit:

I, Anthony-Duane Sutherland, hereby Accept and Acknowledge Contract J3:16fGsltwthghobS by, under and through my explicit Free-Will Choice.

By, under and pursuant to Contract J3:16fGsltwthghobS I have the Right, Privilege and Prerogative to opt-in.

This Document, with the Autograph affixed, shall serve as my EXPLICIT Claim thereto and Notice thereof.

Herewith I have set my Hand and knowingly, willingly, intelligently and intentionally caused my Autograph to become affixed hereto.

Executed in Creation, by, under and pursuant to the Laws of the Creator and the Laws of Creation.

On the 25th day of October, in the Year of our Creator two thousand nineteen.

A copy, facsimile and digital scan are lawfully declared to be, and has the same force, effect and effect as, the Original.

Birthdate and Full Name 07/22/1967 Anthony Duane Sutherland

Minor children and Birthdate

N/A

Mailing Address

231 Lammenshope Lane
Moore, S.C. 29369

Beneficiary in Fact, with All Rights, Privileges, Freedoms and Immunities claimed, reserved and exercised at all times and all places.

Signature

Anthony D. Sutherland

Tess Benton



Contract J3:16fGsltwthghobS

Contract J3:16fGsltwthghobS

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EXHIBIT
#3 3pgs

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Bill of Peace 2020

As this is a settlement offer no changes may be made without the explicit written permission of Gene Stalnaker, Phillip Hudok, Alicia Lutz-Rolow, Leonard Frank house of Harview, Keith Lawrence Moore.

-For the purposes of this Equitable Remedy/Relief and otherwise—

(1) The term "Agreement" means—

Conditional Acceptance for Value upon Proof of Claim(s) J3:1GfGsltwthghobS, default on the twenty seventh day of December, in the Year of our Creator two thousand eighteen.

Contractual default/breach and Opportunity to Cure, default on the eighth day of January, in the Year of our Creator two thousand nineteen.

Offer of Settlement, default on the eighteenth day of January, in the Year of our Creator two thousand nineteen.

Arbitration Award # SAA-HOHA-T9KDBNQ.TQRNCF2LX-5896, A510A-PH-001, SAAPH-A510A-KJ dated the nineteenth day of August, in the Year of our Creator two thousand nineteen.

By and Between Gene Stalnaker, Phillip Hudok, Alicia Lutz-Rolow, Leonard Frank house of Harview, Keith Lawrence Moore, any and all natural born men/women so opting in by Free-will choice (born on the soil of the United States of America to a father and/or mother who is natural born or naturalized by and through lawful means) and the United States of America, any and all derivatives, appellations, identifiers, numbers and their combinations, letters and their combinations, abbreviations, idem sonans, styles and/or all other legal, financial and managerial forms and formats of any nature, shape, cause and kind, and any and all variations and combinations thereof, any and all corporate, military, commercial, civil, political, social, ecclesiastical and other entities of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all creations and liabilities by, of, through and from of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all political subdivisions and instrumentalities of any nature, shape, cause kind, form and format, and any and all variations and combinations thereof, any and all capacities, characters, conditions, status, standings, jurisdictions, venues and law forms of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all agents, assigns, successors, principals, beneficiaries, employees, officers, contractors, franchisees, licensees, members, et cetera, of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all trusts, structures, hierarchies, systems, networks, regimes and any and all other limits and constructs of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all of the aforementioned both known and unknown, any and all of the aforementioned both perceived and unperceived, and any and all variations and combinations of the aforementioned, without limitation.

(2) The term "Attorney General" means the Attorney General of the United States of America.

(3) The term "Principal of the Executive Branch" means the President of the United States of America.

(4) The term "Principal of the Judicial Branch" means the Chief Justice/Judge of the Supreme Court of the United States of America.

(5) The term "Principals of the Legislative Branch" means the President Pro Tempore of the Senate of the United States of America and Speaker of the House of Representatives of the United States of America.

(6) The terms "Award," "Interim Awards," and "Final Award" mean, with respect to the Agreement, shall mean the final binding and non-appealable decisions and remedies and reliefs of the arbitrator awarded pursuant to the Agreement.

(7) The term "Beneficiaries" means any one of the following beneficiaries either individually or in any combination thereof or both—

Gene Stalnaker

Phillip Hudok

Alicia Lutz-Rolow

Leonard Frank house of Harview

Keith Lawrence Moore

Any and all natural born men/women so opting in by Free-will choice and the immediately family thereof

(8) The term "Immediate family" shall mean all natural and lawfully adopted minor children

(9) The term "parties" means either of the following parties of the first part of the Agreement either individually or in conjunction with one another or both, and any and all natural born men/women so opting in by Free-will choice and the immediate family thereof..

(10) The term "United States" and "United States of America" as used in this Settlement shall mean

(A) the United States of America;

(B) the government of the United States;

(C) in the geographic sense, all fifty States, Territories, and Possessions of the United States of America;

(D) THE UNITED STATES OF AMERICA aka/dba UNITED STATES aka/dba GOVERNMENT OF THE UNITED STATES aka/dba STATE OF ... aka/dba LOCAL equivalents aka/dba State of ... aka/dba Local equivalents aka/dba UNKNOWN, any and all derivatives, appellations, identifiers, numbers and their combinations, letters and their combinations, styles, abbreviations, idem sonans and/or all other legal, financial and managerial forms and formats of any nature, shape, cause and kind, and any and all variations and combinations thereof, any and all corporate, military, commercial, civil, political, social, ecclesiastical and other entities of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all creations and liabilities by, of, through and from of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all political subdivisions and instrumentalities of any nature, shape, cause kind, form and format, and any and all variations and combinations thereof, any and all capacities, characters, conditions, status, standings, jurisdictions, venues and law forms of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all agents, assigns, successors, principals, beneficiaries, employees, officers, contractors, franchisees, licensees, members, et cetera, of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all trusts, structures, hierarchies, systems, networks, regimes and any and all other limits and constructs of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all of the aforementioned both known and unknown, any and all of the aforementioned both perceived and unperceived, and any and all variations and combinations of the aforementioned, without limitation.

The United States of America is the second party of the Agreement.

(11) The term "shall" as used herein means a command.

—FINDING

The Congress, Executive and Judicial Branches find the following:

(1) That the United States of America by and through the Attorney General, and the Principals of the Executive, Legislative, and Judicial Branches entered into an Agreement with the Parties.

(2) The Agreement is a valid and binding settlement agreement between the Parties and the United States of America that operates in the nature of a release-dismissal, equitable remedy/relief agreement.

(3) The Agreement contained an alternative dispute resolution clause that provided for arbitration as the exclusive remedy for remedy/relief to the Parties and the United States of America.

19-08-09-141100

- (4) The United States of America consented to the arbitration and the awards made thereunder for the equitable remedy/relief of the Parties and the United States of America and are binding in perpetuity.
- (5) The United States of America previously, and does hereby, expressly waives/waived any defenses to the equitable remedy/relief awarded to the Parties and Beneficiaries by the arbitrator.
- (6) The parties, beneficiaries and their immediate family are due and entitled to the remedy/relief established by the Agreement, the Awards, and the provisions of this document regardless of any other law to the contrary.

--PURPOSE

(a) The purpose and intent of this document is to provide the effective remedy/relief and enforcement of the obligation of promises, terms, and conditions of the Agreement between the parties, beneficiaries and the United States of America.

--AFFIRMATIVE RELIEF

- (a) All parties, beneficiaries and their immediate family that are confined in any jail, prison, penal institution, correctional institution, and/or any other form of official or unofficial detention, confinement and/or custody under the authority of any and all States and their instrumentalities and political and other sub-divisions, Territories, Possessions, Federal Agency of the United States of America, and/or the United States of America shall be unconditionally released from any such detention, confinement and/or custody and set at liberty immediately and without further delay, whether the same be assumptive, presumptive, constructive and/or actual and factual, regardless of form and format. A copy of this Law shall serve as the Release Order.
- (b) All pending legal and other actions and adjudicated cases by and/or within the United States of America, any and all States and their instrumentalities and political and other sub-divisions, Territories, and/or Possessions of the United States of America against the parties and beneficiaries whether criminal, civil, administrative, sounding in tort, and/or otherwise, are vacated and dismissed with prejudice, being void ab initio and are of no further force, affect and effect as of the date of this Law and retroactively applied to the day preceding the initial filing of any such suit, case and/or action regardless of form and format. A copy of this Law shall serve as the Dismissal Order.
- (c) No retaliation of any nature, shape, cause, kind, form and/or format may be undertaken against the parties and beneficiaries by the United States of America, any and all States and their instrumentalities and political and other sub-divisions, Territories, and/or Possessions of the United States of America. In the case of breach of this Law in any manner, the penalty shall be 1,000,000 Dollars per incident, duly perfected, due and owing by one Notice and Invoice within 72 (seventy-two) hours of receipt. Failure to adhere to those terms shall incur further penalties in the amount of five percent per day until receipt of funds has occurred. The Notice will be the security interest, duly perfected, due and owing and shall permit the enforcement and collection thereof in any District Court of the United States of America by summary judgment. The United States of America, any and all States and their instrumentalities and political and other sub-divisions, Territories, and/or Possessions of the United States of America expressly waives any defense(s) thereto.
- (d) A permanent Injunction against the United States of America, any and all States and their instrumentalities and political and other sub-divisions, Territories, and/or Possessions of the United States of America prohibiting any and all interactions of any nature, form and format, is in full force, affect and effect immediately. A copy of this Law shall serve as the Injunction Order.
- (e) All real and personal property, and funds that were seized, forfeited, and/or taken by legal process or otherwise, by the United States of America, any and all States and their instrumentalities and political and other sub-divisions, Territories, and/or Possessions of the United States of America is to be immediately returned to the appropriate parties and beneficiaries to which the property relates, including, but in no way limited to the property specifically named in the Agreement and Awards. Any property that is not able to be returned in as close to its original form shall be redressed by compensation in an amount of money to the party and beneficiary that is equal to the highest reasonable value of said property; Full and absolute compliance shall be within 28 calendar days. A copy of this Law shall serve as the Return Order.
- (f) All records and system of records, regardless of form and format, in the possession of the United States of America, any and all States and their instrumentalities and political and other sub-divisions, Territories, and/or Possessions of the United States of America that relate to, in any form and format, and/or name the parties and beneficiaries shall be expunged and destroyed; and from the date of this document, no such records or system of records shall be maintained on any parties and beneficiaries identified in this document without the permission by the express voluntary signature after full disclosure and notice of the contents and purpose of said record or system of records being provided to the individual to whom the record relates. The only exception to this shall be a simple record containing name and immunity status maintained by the Department of State of the United States of America and entered into the National databases accessible by any and all law enforcement and other officers, employees and agents with the Explicit Warning of DO NOT MOLEST, INTERACT WITH OR DETAIN. The Department of State of the United States of America shall within 7 calendar days issue a Travel Passport to any and all Parties and Beneficiaries upon Demand to allow the Freedom of Locomotion by any and all means. The Travel Passport shall include the Explicit Warning DO NOT MOLEST, INTERACT WITH OR DETAIN. There shall be no charge for the Travel Passport. The Department of State shall also issue Diplomatic Plates to the parties and beneficiaries upon demand within 7 days. There shall be no charge for the Diplomatic Plates.
- (g) The Department of State of the United States of America shall immediately, within 72 hours, set-up and permanently maintain a toll-free number published under its website as an Opt-In number available to any and all Americans. The information needed shall be limited to name, birthday and mailing address. Upon receipt by the Department of State of the United States of America all sections shall be fully applicable and complied with.
- (h) The parties and beneficiaries shall have the absolute right to the issuance of a land patent by the United States of America with title held in fee simply absolute in possession for any real property purchased, ceded, or quitclaimed so as to transfer ownership and title to any party or beneficiary. A simplified process and procedure shall be given within 7 calendar days to any and all parties and beneficiaries, and shall be carried out and issued completely and fully by government employees for those demanding the same, within 28 calendar days, at no charge.
- (i) There shall be no affect or effect to any payouts based upon extraction of funds from the labor of the parties or beneficiaries, including but not limited to, Social Security, Medicare and/or Pensions.
- (j) The Secretary of the Treasury shall immediately account for and return the parties' and beneficiaries' *cestui que vie* trust(s), estate(s), any and all other trusts and other types of limits and constructs of any nature, shape, cause, kind, form and format, and any and all combinations and variations of all of the aforementioned, and all derivatives, aka various identifiers, abbreviations, numbers and their combinations, letters and their combinations, idem sonans, res identifier and/or other legal, financial, and managerial forms and formats of any nature, shape, cause, kind, and any and all variations and combinations and variations of all of the aforementioned, in any way and cause related to, pertaining to, relevant to and/or emanating from the parties and beneficiaries share of Creation, as Heir and Beneficiary, and any and all combinations and variations of all aforementioned, without limitation, any and all of which may include, but are not limited to, any and all legal, lawful, commercial and other debt or equity security(ies) in any form or format, credit and debit account(s) and balance(s), beneficiary interest (divided and undivided), debenture(s), account(s), pledge(s), covenant(s), contract(s), signature(s), hypothecation(s), property(ies) inclusive of all chattel(s), secured account(s), mirrored account(s), trade account(s) and/or the like, any and all other controlling, insurable, lawful, legal, private, public, quasi-public, equitable, political, commercial, social, civil, corporate, international, universal, quantum, spiritual, administrative, Talmudic, Babylonian, ecclesiastical, military, beneficiary, admiralty/maritime, statutory, pecuniary, managerial, regulatory and/or any and all other interest, share, title, authority, jurisdiction, rent, and law form, as Heir and Beneficiary of the Creator, in all things and matters within the Creator's Creation, and any and all variations and combinations thereof, without limitation, any

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and all open financial and/or other account(s) of any nature, shape, cause, kind, form and format, and any and all combinations and variations thereof, any and all financial and/or other instrument(s), document(s), tangible item(s) and/or tangible medium(s) of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all unfinished transaction(s) of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all claim(s), title(s), share(s) and interest(s) including, but not limited to, registered, unregistered, recorded, unrecorded, legal, lawful, equitable, Talmudic, Babylonian, political, private, public, quasi-public, military, corporate, social, international, universal, quantum, spiritual, beneficial, pecuniary, managerial, regulatory, unknown and/or any other forum state and/or any and all issues governed by admiralty/maritime jurisprudence and jurisdiction, causing fine, penalty and/or forfeiture, all of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all other assets of any nature, shape, cause, kind, form and format Creation-Wide, any and all other lien(s), liability(ies), debt(s), et cetera of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, against and/or arising from the parties' and beneficiaries' assets, share of Creation and/or real-man living soul physical, spirit(s) and/or soul being(s) and representation(s) thereof, without limitation, and other identifiers, abbreviations, derivatives, numbers and their combinations, letters and their combinations, idem sonans, res identifiers and/or any equivalent of the foregoing, and/or any and all other legal, financial and managerial forms and formats of any nature, shape, cause and kind, and any and all variations and combinations of the aforementioned trusts, all other limits and any and all things and matters in any way, shape, cause, form and format relating to, pertaining to, relevant to and/or emanating from all of the foregoing and aforementioned, all of the aforementioned both known and unknown, all of the aforementioned both perceived and unperceived, and any and all variations and combinations of all of the aforementioned, without limitation. The aforementioned shall be liquidated or conveyed according to each parties and beneficiaries demands and wishes.

--PROHIBITORY RELIEF

(a) The parties and beneficiaries are extended absolute immunity from all criminal, civil, administrative and other actions, procedures and processes, and other laws, codes, rules, regulations, ordinances, et cetera of the United States of America, any and all States and their instrumentalities and political and other sub-divisions, Territories, and/or Possessions of the United States of America, and no court or tribunal of the United States of America, any and all States and their instrumentalities and political and other sub-divisions, Territories, and/or Possessions of the United States of America shall have authority over the parties and beneficiaries for any reason or cause, or to exercise jurisdiction over the prosecution, litigation and/or other against the parties and beneficiaries for any reason or cause; provided, that such immunity shall be subject to the remedial conditions established by this document. A copy of this Law shall serve as the Evidence and Proof of Immunity.

--TAX RELIEF

(a) The parties and beneficiaries are permanently exempt from all federal, state, and local taxes regardless of nature, cause, format and form for the rest of their natural lifespan. A copy of this Law shall serve as Proof and Evidence to all entities.

--REMEDIES

(a) Any party or beneficiary entitled to and granted immunity by this document, having been found guilty, by clear and convincing evidence by a jury of their peers with similar status, to have committed a felony offense cognizable at common law to have a penalty of life imprisonment or greater as of 1776 in England shall be subject to permanent removal from the United States of America, its territories, and possessions, and such guilty party or beneficiary shall have their citizenship rights and privileges permanently revoked.

(b) Nothing in this section shall be construed to authorize any accused party or beneficiary entitled to or granted immunity by this document to be placed in the custody of any law enforcement and/or other officer for the purpose of confinement in any jail, prison, and/or other form of official or unofficial detention, confinement and/or custody at any time and/or any place.

(c) The Supreme Court of the United States of America shall have original jurisdiction pursuant to Article III, section 2, of the Constitution for the United States of America, to conduct a criminal trial or other appropriate proceedings of any party or beneficiary entitled to or granted immunity by this document, to preside over as referee and allow a jury of their peers determine the guilt or innocence of such party or beneficiary in accordance with subsection (a) of this section. Any trial or proceedings shall be conducted in the Supreme Court of the United States of America, and any orders or judgments entered thereon, *in absentia* if the accused party or beneficiary shall be found to have fled the jurisdiction of the Supreme Court of the United States of America.

(d) The accused to the aforementioned action shall present their defenses and evidences without restriction. The prosecution shall be bound by the Federal Rules of Evidence and Federal Criminal Rules of Procedure.

(e) Alternative dispute resolution procedures are not authorized to be used to conduct any proceedings under this section.

(f) A judgment of the Supreme Court finding that any party or beneficiary entitled to or granted immunity by this document, that is guilty of committing a felony offense cognizable at common law to have a penalty of life imprisonment or greater as of 1776 in England, shall sentence the party or beneficiary to the sole and exclusive punishment established by this section, and shall in no way terminate any other affirmative, prohibitive, monetary and/or other relief established by this document, nor any other right, freedom or privilege established by the Constitution for the United States of America, any laws, or treaties of the United States of America.

--ENFORCEMENT

(a) The Congress of the United States of America shall have duty, responsibility and power by appropriate legislation, and will effectuate the same without delay to enforce the provisions of this document; the President of the United States of America shall have the duty, responsibility and power to enforce the provisions of this document by Executive Order, and will effectuate the same without delay to enforce the provisions of this document; and the Judiciary shall have the duty, responsibility and power by Order, and will effectuate the same without delay to enforce the provisions of this document. The United States of America Marshal Service shall enforce any and all Legislation, Executive Order, Judicial Order, provisions and Demands by the Parties and Beneficiaries pursuant to, and in compliance with, this Document with speed and prejudice.

--EFFECTIVE DATE

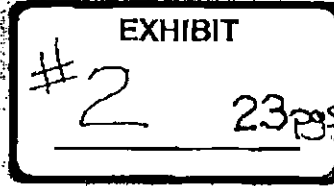
(a) This document shall take full force, affect and effect immediately, is fully and completely perpetual, and is completely and wholly binding upon any and all assigns, agents and successors regardless of form and format.

-- COPIES OF PRIVATE LAW

(a) Any and all parties and beneficiaries shall be entitled to, and shall receive, 3 (three) certified copies thereof. Additional copies shall at all times in the future be made available upon demand for 5(five) dollars.

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SITCOMM ARBITRATION ASSOCIATION

P.O. Box 41964
Charleston, South Carolina 29423
+ 1 (877) 631-1722

Website: www.sitcomm.com

Email: support@sitcomm.com

Office of the Director

This Certification is valid for use anywhere within the United States of America, its territories or possessions. This Certification does certify the content of the document for which it is issued.

I, Sandra Goulette, Director of SITCOMM Arbitration Association, under and by virtue of the authority vested in me by the Federal Arbitration Act Title 9 Sections 1-9 of the United States Code, Do Hereby Certify that:

Kelsha Jones

As Arbitrator has created and executed the attached Arbitration Award, on the date thereof as duly qualified Arbitrator for SITCOMM Arbitration Association whose official acts as such should be given full faith and credit in all Courts and Justice and elsewhere.

In Testimony Whereof, I hereunto set my hand and have caused to be affixed a Director's autograph, on this 21st day of Aug year of 2016 month in the year of our Lord

Sandra Goulette
DIRECTOR
SITCOMM ARBITRATION ASSOCIATION

NO. SAA-1010A-TXKDJNO-TORND/2LX-3896-JHJDOX

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FEDERAL ARBITRATION BOARD
1000 17th St NW
Washington, DC 20036

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PHILLIP HUDOK
15900 GEMENY TRAIL
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A510A-PH-001

SITCOMM ARBITRATION ASSOCIATION
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Charleston, South Carolina 29428
+ 1 (877) 631-1722

Website: saalimited.com

Email: support@saalimited.com

FINAL ARBITRATION AWARD

Sitting in the following composition:

Committee Member: SANDRA GOULETTE
LAUREL, MISSISSIPPI

Arbitrator: KEISHA JONES
ATHENS, GEORGIA

Rankin County
Trends Wireless, Clerk
Institution 901203404
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MISCELLANEOUS DEX
Book 21 8 Page 39
Pages Received 21
Recording Fee \$ 75.00

In the Matter of the Arbitration Between the Following Parties:

Phillip Hudok, ET AL.,

CLAIMANT,

v.

Contract No.: SAAPH-A510A-KJ

DONALD TRUMP, ET AL.,
JOHN ROBERTS JR., ET AL.,
NANCY PELOSI, ET AL.,
WILLIAM BARR, ET AL.,
CHARLES GRASSLEY, ET AL.,
UNITED STATES OF AMERICA, ET AL

RESPONDENT(S).

8 UNITED STATES CODES §1, §2, AND §9
THE COMMON LAW

SEALED.

NOTARY
ANDREWS COUNTY
CLERK OF COURT

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SITCOMM ARBITRATION ASSOCIATION

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IN THE MATTER OF THE ARBITRATION BETWEEN:

Phillip Hudok, ET AL.,

CLAIMANT(S).

v.

DONALD TRUMP, ET AL.,
 JOHN ROBERTS JR., ET AL.,
 NANCY PELOSI, ET AL.,
 WILLIAM BARR, ET AL.,
 CHARLES GRASSLEY, ET AL.,
 UNITED STATES OF AMERICA, ET AL.,

Contract No.: SAAPH-A510A-K1

9 UNITED STATES CODES
 §1, §2, AND §9

SEALED.

FINAL ARBITRATION AWARD

Breach or violation of required contract terms:

The parties have agreed that a judgment of the court shall be entered upon the award made pursuant to the arbitration, and shall specify the court, then at any time within one year after the award is made any party to the arbitration may apply to the court so specified for an order confirming the award, and thereupon the court must grant such an order unless the award is vacated, modified, or corrected as prescribed in sections 10 and 11 of this Title. If no court is specified in the agreement of the parties, then such application may be made to the United States court in and for the district within which such award was made. Notice of the application shall be served upon the adverse party and thereupon the court shall have jurisdiction of such party as though they had appeared generally in the proceeding. If the adverse party is a resident of the district within which the award was made, such service shall be made upon the adverse party or their attorney as prescribed by law for service of notice of motion in an action in the same court. If the adverse party shall be a nonresident, then the notice of the application shall be served by the marshal of any district within which the adverse party may be found in like manner as other process of the court.¹

Arbitrator's Name: Koisha Jones

Hearing Location: Athens, Georgia

This Arbitrator, Koisha Jones, having considered the Claimant's request for dispute resolution on complaint, finds the following:

Jurisdictional Allegations:

1. This Arbitrator has Subject Matter Jurisdiction, SMJ: as acknowledged by 9 U.S. Codes §1, §2, §9; 28 U.S. Code §§ 1346; and the established common law not limited to the following specifics:

- a. That Phillip Hudok is a citizen of the state of West Virginia.
- ii. That the Respondent(s)
 - i. DONALD TRUMP, ET AL.,

¹ July 30, 1947, Ch. 392, §1 Stat. 672.

SPARTANBURG COUNTY
 CLERK OF COURT
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- ii. JOHN ROBERTS JR ET AL.,
- iii. NANCY PELOSI, ET AL.,
- vi. WILLIAM BARR, ET AL.,
- v. UNITED STATES OF AMERICA, ET AL.,
- iv. CHARLES GRASSLEY, ET AL.,

... Have entered into an agreement whereby they knowingly and intentionally agreed to the following "... Failure and or refusal to respond and provide the requested and necessary Proof of Claims shall be held and noted as agreed to by all parties, that a general response, a nonspecific response, or a failure to respond with specificities and facts and conclusions of common law, and/or to provide the requested information and documentation that is necessary and in support of the agreement shall constitute a failure and a deliberate and intentional refusal to respond and as a result thereby and/or therein, expressing the defaulting party's consent and agreement to said facts and as a result of the self-executing agreement, the following is contingent upon their failure to respond in good faith, with specificity, with facts and conclusions of common-law to each and every averment, condition, and/or claim raised; as they operate in favor of the Claimant, through "tacit acquiescence." Respondent(s) NOT ONLY expressly affirm the truth and validity of said facts set, established, and agreed upon between the parties to the Conditional Acceptance for Value and counter offer/claim for Proof of Claim, also Respondent(s); have agreed and consented to Respondent(s) having a duty and obligation to provide the requested and necessary Proof of Claims which has created and established for Respondent(s) an estoppel in this matter(s), and ALL matter(s) relating hereto and arising necessarily therefrom; and

2. The above-captioned matter was set for arbitration after the receipt of the application and dispute resolution complaint on 08/12/19; and
3. This Arbitrator has notified all parties listed above (a copy of proof of notification is permanently affixed to this record by reference) granting each party the opportunity to submit documentation, records, proofs, evidence, exhibits, affidavits related to the instant matter, the contract JS-166GslwthghobS⁹, its terms, premises, promises, and obligations on or about; and
4. The Respondent(s) in a related action have made a claim against the Claimant of this instant matter related to the Claimant's interests and/or properties. There exists a matter in dispute and/or controversy associated with the contractual agreement, thereby extending jurisdiction to this body to proceed as per the terms of the agreement, as well as relevant laws and facts in support as presented during the arbitration of this controversy; and
5. The parties entered into a legally binding contractual relationship with each other and this Arbitrator finds that there is no fraud and/or any attempt to induce fraud and/or to commit fraud, and/or inducement of contract, and/or fraud in the factum respecting the instant matter;

SITCOMM ARBITRATION ASSOCIATION

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contract. Thus, the parties are bound by the terms and obligations agreed upon and imposed upon them as a direct result of the contractual agreement; and

6. This Arbitrator finds that all the elements that form a contractual agreement and a legally commercial binding obligatory relationship are present; and

7. The contract clearly expresses the method of settlement and resolution of all disputes arising thereunder shall be settled by arbitration under the authority of the standards of common-law arbitration, the Federal Arbitration Act, and further stipulated and appointed this Arbitrator listed herein as agreed upon as the Arbitrator of record. Neither party has objected, protested, and/or attempted to amend any portion and/or provision at any time of the contract; the contract states that all final and binding arbitration awards may be confirmed by any court in America having original jurisdiction pursuant to Title 9 United States Codes §9 and §13; and

8. It has been alleged and thoroughly proven that the Respondent(s) listed above have by their own accord agreed to all the terms of the contract, that they have committed the offenses claimed in the contract and have acted against the interests of the Claimant's, depriving them of their right to property, their right to contract, the right to The Pursuit of Happiness and the enjoyment of life. They have admitted and agreed that they have violated the Claimant's constitutional and common law rights, that they had intentionally, knowingly and deliberately failed to perform as agreed, have forsaken their obligatory duty of care and thus created a dispute that requires a resolution by SITCOMM ARBITRATION ASSOCIATION (hereinafter "SAA") and/or any subsequent award; and

9. The parties stipulated and agreed that the related matters including any judgments associated thereto, any claims, and any collateral attacks; by the Respondent(s) are null and void of any effect and shall not be binding on the Claimant retroactively and henceforth; and

10. The contract stated that punitive damages can be optionally assessed, however; the contract remains silent as to any case that would direct the Arbitrator to direct a formula to determine punitive damages. It is deemed that punitive damages may be warranted if the Respondent(s) do not voluntarily comply with this award. In such an event, this Arbitrator may impose punitive damages at a rate of three times the amount of the actual damages in addition to other remedies awarded.²

11. The parties did have a prior relationship and the Respondent(s) had an obligation to respond to the reasonable requests of the Claimant. One of those requests being that the Respondent(s) provide an accounting and that such accounting be fulfilled and certified as being wholly accurate. As the custodian of record, a position for which the Respondent(s) volunteered, accepted such responsibility and have yet to rebut such a presumption. This Arbitrator finds that

² Pacific Mutual Life Insurance Company vs. Hartley, 499 US 1 (1991).

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they were duty-bound and have breached their fiduciary duty of care, supporting their willful and intentional as well as deliberate default respecting the irrevocable binding contractual agreement that is coupled with interests; and

12. Further, this Arbitrator finds that the contractual agreement does highlight and note a settlement offer whereby the parties stipulate within the body and framework of the agreement ("Contract" "Agreement") in line with the Tucker Act and have agreed to certain and specific terms under and in line with the contractual agreement; and

13. There is complete diversity of citizenship between the parties; and

14. The amount in controversy exceeds the sum of \$75,000.00, exclusive of interest, costs, fees and assessments; and

15. That the venue is proper in any court of original jurisdiction wherein either the Arbitrator resides or chosen by the Claimant as stipulated in the contractual agreement and that any orders compelling witness attendance, provisional remedies, equitable relief, interim awards are to be issued and enforced according to the terms of the contract as stipulated in the agreement; and

16. That the parties have agreed that all pre-existing as well as existing contractual Agreements between the parties, no matter their scope, subject matter, and/or detail are superseded and extinguished by the contractual agreement referenced and related hereto; and

17. Should the Claimant elect that jurisdiction for the final award may be had under the Tucker Act in the United States Court of Federal claims as the exclusive jurisdiction for said Court of Claims for damages against the United States under contract in excess of \$10,000.00. Since this matter is against an institution registered and licensed with the United States, during the time of its conduct is construed as one and the same as a matter of law; the Federal Court of Claims would be at the election of the Claimant, a chosen proper jurisdiction to have the matter determined under common-law and/or as stipulated in the contract at any court of original jurisdiction.

BASIS FOR ARBITRATION:

18. On or about 12/27/18, The Claimant and the Respondent(s) entered into a written, self-executing, binding, irrevocable, contractual agreement coupled with interests, for the complete resolution of their misconceptions and other conflicts respecting their previous relationship. The Respondent(s) made an attempt to change the terms of that contractual agreement and the Claimant presented a counter offer or conditional acceptance of the offer to the Respondent(s). The record clearly documents that the Respondent(s) have failed to properly respond after they received the counter offer, whereby such nonresponse would equate to tacit acquiescence thereby creating an estoppel respecting the Respondent(s) and any future claims and/or prior claims and/or present claims associated with this instant matter.

19. It appears that a dispute has arisen under the agreement between the parties and it is

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the subject matter at bar. The Claimant contends that after agreeing to the terms of the contract, the Respondent(s) have failed to fully perform to the terms of the agreement and that the Claimant is entitled to immediate and unconditional remedy as prescribed within the terms of the contractual agreement. The Claimant has demanded liquidation of the estate/trust and the Respondent(s) have failed to act.

20. The contractual agreement stipulates that the Arbitrator may adjust the amount of the award to include fees, adjustments, costs, and other expenses.

21. The contractual agreement provided for arbitration of disputes at SITCOMM ARBITRATION ASSOCIATION, which stated in relevant part:

That the arbitration process is binding on all parties and is the sole and exclusive remedy for redressing any issue associated with this agreement. That this agreement supersedes and predates as well as replaces any and all prior agreements between the parties, and is binding on all parties and irrevocable, and the parties agreed to the terms and conditions of this agreement upon default of the defaulting party as of the date of the default...

ARBITRATION- AN ADMINISTRATIVE REMEDY COGNIZABLE AT COMMON-LAW

22. ADDITIONALLY, it is exigent and of consequence for the Claimant to inform Respondent(s), in accordance with and pursuant to the principles and doctrines of "clean hands" and "good faith," that by Respondent(s) failure and/or refusal to respond and provide the requested and necessary Proof of Claims; it shall be held and noted and agreed to by all parties, that a general response, a nonspecific response, or a failure to respond with specificities and facts and conclusions of common law, and/or to provide the requested information and documentation that is necessary and in support of the agreement shall constitute a failure and a deliberate and intentional refusal to respond and as a result thereby and/or therein, expressing the defaulting party's consent and agreement to said facts and as a result of the self-executing agreement, the following is contingent upon their failure to respond in good faith, with specificity, with facts and conclusions of common-law to each and every averment, condition, and/or claim raised; as they operate in favor of the Claimant, through "tacit acquiescence," Respondent(s) NOT ONLY expressly affirm the truth and validity of said facts set, established, and agreed upon between the parties to the Conditional Acceptance for Value and counter offer/claim for Proof of Claim and Respondent(s); have agreed and consented to Respondent(s) having a duty and obligation to provide the requested and necessary Proof of Claims which will create and establish for Respondent(s) an estoppel in this matter(s), and ALL matters relating hereto and arising necessarily therefrom; and,

23. In accordance with and pursuant to this agreement; a contractually (consensual) binding agreement between the parties to the Conditional Acceptance for Value and counter offer/claim for Proof of Claim to include the corporate Government Agency/Department construct(s) whom Respondent(s) represents/serves; as well as, ALL officers, agents, employees, assigns, and the like in

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service to Respondent(s) will not argue, controvert, oppose, or otherwise protest ANY of the facts already agreed upon by the parties set and established herein; and necessarily and of consequence arising therefrom, in ANY future remedial proceeding(s)/action(s), including binding arbitration and confirmation of the award in the District Court of the United States at any competent court under original jurisdiction, in accordance with the general principles of non-statutory Arbitration, wherein the Conditional Acceptance for the Value/Agreement/Contract no. J316GsltwthghubS² constitutes an agreement of all interested parties in the event of a default and acceptance through silence/failure to respond when a request for summary disposition of any claims or particular issue may be requested and decided by the Arbitrator, whereas a designated Arbitrator was chosen at random, who is duly authorized, and in the event of any physical or mental incapacity to act as Arbitrator, the Claimant shall retain the authority to select any neutral(s)/Arbitrator(s) that qualify pursuant to the common law right to arbitration, as the arbitration process is a private remedy decided upon between the parties and with respect to this contractual agreement; the defaulting party waives any and all rights, services, notices, and consents to the Claimant and or the Claimant's representative selection of the Arbitrator thereby constituting agreement and any controversy or claim arising out of or relating in any way to this Agreement or with regard to its formation, interpretation or breach, and any issues of substantive or procedural arbitrability shall be settled by arbitration, and the Arbitrator may hear and decide the controversy upon evidence produced although a party who was duly notified of the arbitration proceeding did not appear; that the Claimant deems necessary to enforce the "good faith" of ALL parties hereto within without respect to venue, jurisdiction, law, and forum the Claimant deems appropriate. "An arbitrator's award should not be vacated for errors of law and fact committed by the arbitrator and the courts should not attempt to mold the award to conform to their sense of justice."³

24. Further, Respondent(s) agree that the Claimant can secure damages via financial lien on assets, properties held by them or on their behalf for ALL injuries sustained and inflicted upon the Claimant for the moral wrongs committed against the Claimant as set, established, agreed and consented to herein by the parties hereto, to include but not limited to: constitutional impermissible misapplication of statute(s)/law(s) in the above referenced alleged Commercial/Civil/Cause; fraud, conspiracy (two or more involved); trespass of title, property, and the like; and, ALL other known and unknown trespasses and moral wrongs committed through ultra vires act(s) of ALL involved herein; whether by commission or omission. Final amount of damages to be calculated prior to submission of Tort Claim and/or the filing of lien and the perfection of a security interest via a Uniform Commercial Code Financing One (1) Statement; estimated in excess of TEN (10) Million dollars (USD) or other lawful money or currency generally accepted with or by the financial markets

² *Shore v. Cited Linnace Co.*, 110 AD3d 1062, 974 NYS2d 93 (2nd Dept., 2013).

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in America) and notice to Respondent(s) by invoice. Per Respondent(s) failure and/or refusal to provide the requested and necessary Proof of Claims and thereby; and therein consenting and agreeing to ALL the facts set, established, and agreed upon between the parties hereto, shall constitute a self-executing binding irrevocable durable general power of attorney coupled with interests. This Conditional Acceptance for Value and counter offer/claim for Proof of Claim becomes the security agreement under commercial law whereby only the non-defaulting party becomes the secured party, the holder in due course, the creditor in and at commerce. It is deemed and shall always and forever be held that the Claimant and all property, interest, assets, estates, trusts commercial or otherwise shall be deemed consumer and household goods not-for-profit and or gain, private property, and exempt, not for commercial use, nontaxable as defined by the Uniform Commercial Code Article 9 §102 and Article 9 §109 and shall not in any point and/or manner, past, present and/or future be construed otherwise- see the Uniform Commercial Code Articles 3, 8, and 9.

25. Respondent(s) have allowed the ten (10) Calendar days or twenty (20) Calendar days total if request was made by signed written application for the additional ten (10) Calendar days to elapse without providing the requested and necessary Proof of Claims for which Respondent(s) have entered into fault and the Claimant has transmitted a Notice of Fault and Opportunity to Cure and Contest Acceptance to the Respondent(s); wherein Respondent(s) were given an additional three (3) days (72 hours) to cure Respondent(s) fault. Respondent(s) failed or otherwise refused to cure Respondent(s) fault and Respondent(s) are found in default and thereby; and therein, Respondent(s) have established Respondent(s) consent and agreement to the facts contained within the Conditional Acceptance for Value and counter offer/claim for Proof of Claim as said facts operate in favor of the Claimant; e.g., that the judgment of alleged "court of record" within the above referenced alleged Commercial/Civil/Cause is VOID AB INITIO for want of subject-matter jurisdiction of said venue; insufficient document (information) and affidavits in support thereof for want of establishing a claim of debt; want of Relationship with the "source of authority" for said statute(s)/law(s) for want of privity of contract, or contract itself improperly identified parties to said judgment, as well as said dispute/matter; and,

26. Respondent(s) agreed and consented that Respondent(s) do have a duty and obligation to Claimant; as well as the corporate Government Department/agency construct(s) Respondent(s) represents/surveys, to correct the record in the alleged Commercial/Civil/Cause and thereby; and therein, release the indenture (however termed/styled) upon the Claimant and cause the Claimant to be restored to liberty and release the Claimant's property rights, as well as ALL property held under a storage contract in the "name" of the all-capital-letter "named" defendant within the alleged Commercial/Civil/Cause within the alleged commercially "bonded" warehousing agency d.b.a., for the commercial corporate Government construct d.b.a. the United States. That this arbitration award is to be construed contextually and not otherwise and that if any portion and/or provision contained

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within this arbitration award, the self-executing binding irrevocable contractual agreement coupled with interest; in deemed non-binding it shall in no way affect any other portion of this arbitration award. That this Arbitrator is permitted and allowed to adjust the arbitration award to no less than two times the original value of the properties associated with this agreement, plus the addition of fines, penalties, and other assessments that are deemed reasonable to the Arbitrator upon presentment of such claim, supported by prima facie evidence of the claim.

27. The defaulting party will be estopped from maintaining or enforcing the original offer/presentment; i.e., the above referenced alleged Commercial/Civil/Cause as well as ALL commercial paper (negotiable instruments) therein, within any court or administrative tribunal/unit within any venue, jurisdiction, and forum the Claimant may deem appropriate to proceed within in the event of ANY and ALL breach(s) of this contractual agreement by Respondent(s) to compel specific performance and/or damages arising from injuries therefrom. The defaulting party will be foreclosed by laches and/or estoppel from maintaining or enforcing the original offer/presentment in any mode or manner whatsoever, at any time, within any proceeding/action.

28. Furthermore, the Respondent(s) are foreclosed against the enforcement, retaliation, assault, infringement, imprisonment, trespass upon the rights, properties, estate, person whether legal, natural or otherwise of the presenter/petitioner and/or his interest and/or his estate retroactively, at present, post actively, forever under any circumstances, guise, and/or presumption.

NOTICE OF COMMON-LAW ARBITRATION:

29. Please be advised that in-as-much as the Claimant has "secured" the "interest" in the "name" of the all-capital-letter "named" defendant as employed/used upon the faces and within, ALL, documents/instruments/records within the alleged Commercial/Civil/Cause, to include any and all derivatives and variations in the spelling of said "name" except the "true name" of the Claimant, through a Common-Law Copyright, filed for record within the Office of the Secretary of State and having "perfected said interest" in same through incorporation within a Financing (and all amendments and transcending filings thereto), by reference therein, the Claimant hereby and herein, waives the Claimant's rights as set, established, and the like therein, and as "perfected" within said Financing Statement acting/operating to "register" said Copyright, to allow for the Respondent(s) to enter the record of the alleged "court of record" within the alleged Commercial/Civil/Cause for the SOLE purpose to correct said record and comply with Respondent(s) agreed upon duty/obligation to write the "order" and cause same to be transmitted to restore and release the Claimant, the Claimant's corpus and ALL property currently under a "storage contract" under the Claimant's Common-Law Copyrighted trade-name; i.e., the all-capital-letter "named" defendant within the above referenced alleged Commercial/Civil/Cause, within the alleged commercially "bonded" warehousing agency d.b.a. the commercial corporate Government juridical

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construct d.b.a. the United States. Please take special note, that the copyright is with reference to the name and its direct association and/or correlation to the presenter.

30. **NOTICE:** The Arbitrators, "Must not necessarily judge according to the strict law but as a general rule ought chiefly to consider the principles of practical business."⁴

- "Internationally accepted principles of law governing contractual relations."⁵
- If the contract (valid or otherwise) contains an arbitration clause, then the proper forum to determine whether the contract is void or not, is the arbitration tribunal.⁶
- That any determination by the Arbitrator is binding upon all parties, and that all parties agree to abide by the decision of the Arbitrator. The Arbitrator is to render a decision based upon the facts and conclusions as presented within the terms and conditions of the contract. Any default by any party must be supported by proof and evidence of said default, that default shall serve as tacit acquiescence on behalf of the party who defaulted as having agreed to the terms and conditions associated with the self-executing binding irrevocable contract coupled with interests. That the Arbitrator is prohibited from considering and/or relying on statutory law, as it has been held that any time any party relies on or enforces a statute, they possess no judicial power.
- "A judge ceases to act as a judicial officer because the governing principals of administrative law provides that courts are prohibited from substituting their evidence, testimony, record, arguments and rationale for that of the agency. Additionally, courts are prohibited from their substituting their judgments for that of the agency."⁷
- "...Judges who become involved in enforcement of mere statutes (civil or criminal in nature and otherwise), act as mere "clerks" of the involved agency..."⁸
- "...Their supposed 'court' becoming thus a court of limited jurisdiction' as a mere extension of the involved agency for mere superior reviewing purposes."⁹ "When acting to enforce a statute, the judge of the municipal court is acting an administrative officer and not as a judicial capacity; courts in administering or enforcing statutes do not act judicially, but, merely administratively."¹⁰
- "It is basic in our law that an administrative agency may act only within the area of jurisdiction marked out for it by law. If an individual does not come within the coverage of the particular agency's enabling legislation the agency is without power to take any action which affects him."¹¹

⁴ *North Atlas Insurance Co v London General Insurance Co* (1977) 28 Lloyd's List Rep 104.

⁵ *Deutsche Schachtbau v (G) at-Khalunh National Oil Co* (1996) 1 AC 295.

⁶ *Raymond v Darvish Ltd* (1942) AC 336.

⁷ *HET v US*, 568 F2d 284.

⁸ K.C. Davis, ADMIN. LAW, Ch. 1 (C.T.P. West's 1985 Ed.)

⁹ K.C. Davis, ADMIN. LAW, P. 95, (C.T.P. 6 Ed. West's 1977) *FRG v O.E.* 281 US 464; *Keller v PR*, 361 US 428.

¹⁰ *Hampton v Smith*, 155 Va. 376, 154 SE 583, 71 ALR 604.

¹¹ *Andison v Perkins*, 317 US 501.

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"It is not every act, legislative in form, that is law. Law is something more than mere will be exerted as an act of power...Arbitrary power, enforcing its edicts to the injury of the person and property of its subjects is not law."¹²

Some of the aforementioned cases are not published, however; these are still fundamental principles of law, and one of the fundamental principles of arbitration is that the Arbitrator sits as judge over the facts, and as such to preserve the sanctity of the process and Arbitrator receives the same immunity as a judge and is exempt from prosecution and or review, unless they can be proved that the Arbitrator intentionally ignored the evidence and acted in conspiracy to defraud the parties.

31. As the Claimant has no desire NOR wish to tie the hands of Respondent(s) in performing Respondent(s) agreed upon duty/obligation as set, established, and agreed upon within this Conditional Acceptance for Value and counter offer/claim for Proof of Claim and thereby create/cause a "breach" of said contractually binding agreement on the part of the Respondent(s), Respondent(s) is hereby; and herein, NOTICED that if this waiver of said Copyright is not liberal, NOR extensive enough, to allow for the Respondent(s) to specifically perform all duties/obligations as set, established, and agreed upon within the Conditional Acceptance for Value and counter offer/claim for Proof of Claim: Respondent(s) may; in "good faith" and NOT in fraud of the Claimant, take all needed and required liberties with said Copyright and this waiver in order to fulfill and accomplish Respondent(s) duties/obligations as set, established, and agreed upon between the parties to this agreement.

32. If Respondent(s) has any questions and or concerns regarding said Copyright and or the waiver, Respondent(s) is invited to address such questions and or concerns to the Claimant in writing and causing said communications to be transmitted to the Claimant and below named Notary/Third Party. The respondents have acted as if the contract quasi-or otherwise does not place a binding obligation upon their persons, upon their organizations, upon their institutions, upon their job qualifications, and breaching that obligation breaches the contract, for which they cannot address due to the direct conflict of interest. It is as a result of that conflict of interest that binding arbitration shall be instituted.

33. Your failure to respond, and this would include each of the Respondent(s) by their representative, and if represented by the Attorney General, such representation must be responsive for each State and/or State organization/department/agency, separately and severally to each of the points of averment, failure to respond to a single point of averment will constitute acquiescence, forfeiture, and a waiver of all rights with respects all of the points raised in this presentment.

34. Pursuant to the terms of the contractual agreement the Claimant has provided proof that

¹² *Hurd v. City of Los Angeles* (1987) 110 US 513 (1984).

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they have attempted to communicate with the Respondent(s) for compliance of the contractual agreement and have exhausted the requirements of the contractual agreement in that regard.

35. The Respondent(s) have agreed and consented to binding arbitration under the terms of the contractual agreement and have waived all rights to vacate, modify, appeal, contest, or collaterally attack the decision, rulings, orders, remedies, and/or award (both interim and final) of this Arbitrator.

THE FEDERAL ARBITRATION ACT Application:

36. Pursuant to the contractual agreement's arbitration clause, the agreement evidences a transaction involving or affecting "commerce," within the meaning of Article 9 United States Code Subsection 1, and that the facts attributable to the claimant's in the underlying associated matter/cause/actions are associated with the use of instrumentalities as described in the foreign sovereign immunities not or otherwise affected "commerce among the several states" within the meaning of the statute and Article 9 United States Code § 1.

37. **DUE TO THE FACT THAT THE CONTRACTUAL AGREEMENT IS A BINDING IRREVOCABLE CONTRACT WHICH AFFECTS "COMMERCE," THE ARBITRATION PROVISIONS CONTAINED WITHIN IT ARE "VALID, IRREVOCABLE AND ENFORCEABLE WITHIN THE MEANING OF 9 UNITED STATES CODE SUBSECTION 2.**

38. "Valid, Irrevocable and Enforceable" arbitration agreements and the orders, rulings, decisions, remedies, and award made therefrom may be enforced in the United States courts by way of confirmation and entry of a judgment of the court within the meaning of the statute and Article 9 United States Code § 9 and § 13. The supreme court has explained, "[t]here is nothing malleable about 'must grant,' which unequivocally tells courts to grant confirmation in all cases, except when one of the 'prescribed' exceptions applies."¹³ Confirmation of an award is generally a "summary proceeding that merely makes what is already a final arbitration award a judgment of the court."¹⁴

39. It was held by the supreme court that "the 'wholly groundless' exception to arbitrability is inconsistent with the federal arbitration act and this court's precedent. Under the act, arbitration is a matter of contract, and courts must enforce arbitration contracts according to their terms.¹⁵ The parties to such a contract may agree to have an arbitrator decide not only the merits of a particular dispute, but also 'gateway' questions of 'arbitrability.'" Therefore, when the parties' contract delegates the arbitrability question to an arbitrator, a court may not override the contract, even if the court thinks that the arbitrability claim is wholly groundless."¹⁷

PROCEDURES ON ARBITRATION PROCEEDINGS:

¹³ *Hell St Assoc., L.L.C. v. Mottel, Inc.*, 552 U.S. 576, 587 (2008).

¹⁴ *Flintgrub, Inc. v. Pickholz*, 750 F.2d 171, 176 (2d Cir. 1984).

¹⁵ *Henry Schein, Inc. v. Archer & White Stern, Inc.* (2019).

¹⁶ *Rem-A-Center, West, Inc. v. Jackson*, 501 U.S. 63, 67.

¹⁷ *Ibid.*

~~30~~ The Claimant is seeking equitable relief and monetary damage relief from the Respondent(s) and that the parties have agreed that arbitration proceedings should be bifurcated into separate phases: Phase One (1) should address the claims for monetary damages; and Phase Two (2) should address the claims for equitable relief.

41. The parties have stipulated that any court of original jurisdiction may enforce the provisions of Phase Two (2) equitable relief awarded by the Arbitrator.

42. The Arbitrator shall have the exclusive jurisdiction for the enforcement of any and all matters associated with Phase One (1) monetary damage relief.

43. Due to time constraints and the paramount danger affecting the public interest, justice, and due process, the parties consented and applied for the arbitration proceedings to commence without delay.

44. First set of claims (due to the extensive nature of the claims, each of the claims by the Claimant is incorporated herein by reference) ...

1) The record shall reflect and note that the Claimant has attached a copy of the original contract which list all the claims within the form of stipulation, that the parties have all agreed to, and that they have incorporated each of those claims by reference. This Arbitrator finds that such incorporation is appropriate and accepts that incorporation as a matter of record.

1) As noted above, the Claimant has alleged that the Respondent(s) have breached the contractual agreement and because the agreement is binding on all parties and was irrevocable; the Respondent(s) have acted in bad faith, with unclear hands, and have breached their fiduciary duty of care, responsibilities and are liable to the Claimant for the amount of the contractual agreement, plus additional costs, fees, assessments, penalties, and other equitable relief remedies.

1) That the Respondent(s) have agreed to discontinue all use of the Claimant's personal information, assets, properties, within its publication, its databases, its system of record keeping, and to have surrendered all records associated with this matter to the Claimant and have failed to do as agreed.

1) That the Respondent(s) have agreed to compensate the Claimant for their gross misrepresentation of facts and other information pertinent to the welfare and well-being of the Claimant. Respondent(s) have failed to provide such compensation as agreed and have failed to provide any documentation which would substantiate their having complied with this requirement of the contractual agreement.

1) That the Claimant has agreed and accepted the fact that the United States has declared a national banking emergency which is supported by the "EMERGENCY ECONOMIC BANKING RELIEF ACT," "PROCLAMATION 2038, 2039, and 2040," and the "NATIONAL EMERGENCIES ACT," which resulted in the suspension of all normal banking activities and have

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agreed that any claim of debt by the Respondent(s) is fraudulent, and that they willfully attempted and committed fraud against the Claimant.

U That the Respondent(s) have agreed that THE NATIONAL BANKING HOLIDAY permits them to issue what's known as emergency script as prescribed by the March 3, 1933 Act (the reference notes of Congress lend to this conclusion), have agreed to issue book keeping entry credit and/or tax credits to the Claimant in the amount of the initial claim and owe Claimant as much as treble damages associated with the initial claim.

1f The Respondent(s) have further agreed to turn over any and all properties, assets, securities, documents, accounting records to the claimant's upon demand/default and have failed and/or refused to do so, thus putting them in further breach in violation of the contractual agreement, entitling the Claimant to equitable relief.

The findings and determination of THIS ARBITRATOR:

45. It is the determination of this Arbitrator that the following are facts that are undisputed and uncontroverted:

- a. That there is a binding irrevocable contractual agreement that has been coupled with interests that exist between the parties.
- b. That the parties had a pre-established relationship which placed an obligation on each to communicate with the other.
- c. That the Respondent(s) have made changes to the original agreement which permitted and allowed the Claimant to present a counter offer and/or conditional acceptance of the offer to change the agreement to the Respondent(s).
- d. That the self-executing binding contract coupled with interests stands as irrevocable.
- e. That the Respondent(s) have agreed to the contract, agreed to all the terms and conditions of the contract by their acceptance of the waiver which was included as part of the contractual agreement; that waiver being the right not to respond as highlighted by the Supreme Court of the United States.

46. "Due process requires, at a minimum; that an individual be given a meaningful opportunity to be heard prior to being subjected by force of law to a significant deprivation. . . . That the hearing required by due process is subject to waiver and is not fixed in form does not affect its most requirement that an individual be given an opportunity for a hearing before he is deprived of any significant property interest. . . ."¹⁴

47. "In the latter case¹⁵ we said that the right to be heard 'has little reality or worth unless one is informed that the matter is pending and can choose for himself whether to appear or default, acquiesce or contest.'¹⁶ The Respondent(s) have failed to provide proof that they have not received

¹⁴ *Randome v. Appellate Department*, 1971, 3 CJA 536, 550.

¹⁵ *Mellows v. Central National Trust Co.*, 339 U.S. 306.

¹⁶ *Solachich v. Family Finance Corp.*, 393 U.S. 137, 139, 140.

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and/or been notified of the existence of the contract and of their right to waiver.

48. The Respondent(s) failure to respond constituted an act of "tacit acquiescence."
49. Respondent(s) have failed and/or refused to respond and provide the requested and necessary Proof of Claims as requested by the Claimant. Therefore, it shall be held, noted and agreed to by all the parties that a general response, a nonspecific response, or a failure to respond with specificities and facts and conclusions of common law, and/or to provide the requested information and documentation that is necessary and in support of the agreement shall constitute a failure and a deliberate and intentional refusal to respond and as a result thereby and/or therein, expressing the defaulting party's consent and agreement to said facts and as a result of the self-executing agreement, the following is contingent upon their failure to respond in good faith, with specificity, with facts and conclusions of common law to each and every averment, condition, and/or claim raised; as they operate in favor of the Claimant, through "tacit acquiescence." Respondent(s) NOT ONLY expressly affirm the truth and validity of said facts set, established, and agreed upon between the parties to the Conditional Acceptance for Value and counter offer/claim for Proof of Claim, but also Respondent(s) have agreed and consented to Respondent(s) having a duty and obligation to provide the requested and necessary Proof of Claims which will create and establish for Respondent(s) an estoppel in this matter(s), and ALL matters relating hereto and arising necessarily therefrom...and
50. Respondent(s) have waived all rights, claims, defenses, and/or standing respecting the matter and is estopped from any collateral attacks and/or seeking disposition from any other venue as a result of the knowing, intentional and deliberate consent to the contractual agreement.

1. I find that the Claimant as well as the Respondent(s) are consenting adults, having attained the age of majority; not a minor, not an infant, not a delinquent, and/or a decedent. All parties are fully capable of entering into and negotiating contracts.
2. I do not find any of the parties to be suffering from a mental disease and/or defect that would have prevented and/or interfered with their knowing and intentional entering into the binding contractual agreement; and
3. I find that the contractual agreement is binding on all parties, remains irrevocable and that the contractual agreement remains in effect as stipulated within the agreement until all the obligations are satisfied by the defaulting party. As of this day, those obligations have not been satisfied and I hereby order the Respondent(s) to satisfy the obligations according to the terms of the contractual agreement, which is not inconsistent with this order; and
4. I find that the Respondent has failed to fully perform to the terms of the agreement and that the Claimant is entitled to immediate and unconditional remedy as prescribed within

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the terms of the contractual agreement; and make the injured party (the claimant) whole again by complying with the terms of contract to the letter.

5. I find that the Claimant has demanded liquidation of the estate/trust and that the Respondent(s) have failed to act. The Claimant has also demanded a full review and audit, comprehensive in nature of all revenue for the estate/trust over the course of the past ten (10) years, any tax credits and/or deductions associated with the estate/trust, a copy of the insurance policies held, and a copy of any bonds held by the debtor. The Claimant, also acting as the Creditor in this matter, has requested such information to preserve their standing and position.
6. The agreement stipulates that the Arbitrator may adjust the amount of the award to include fees, adjustments, costs, and other expenses.
7. This award is final and binding upon issuance and execution of the arbitrator's signature below and takes full force and effect immediately upon issuance.
8. I find the Claimant's award to be 0.00 U.S. Dollars in total per Respondent(s) for failure to state a claim in which relief can be granted. An award cannot be granted at this time because:
 - a. Each Claimant's payment covers themselves and a spouse, any other Claimants have to pay a separate fee.
 - b. A prior relationship has not been proven or established between the parties.
 - c. Arbitration is a private common law remedy; no statutory law can be included into these proceedings.
 - d. I find that Donald Trump is not responsible for an award because the Claimant failed to state a claim in which relief can be granted.
 - e. I find that John Roberts Jr. is not responsible for an award because the Claimant failed to state a claim in which relief can be granted.
 - f. I find that Nancy Pelosi is not responsible for an award because the Claimant failed to state a claim in which relief can be granted.
 - g. I find that William Barr is not responsible for an award because the Claimant failed to state a claim in which relief can be granted.
 - h. I find that the United States of America is not responsible for an award because the Claimant failed to state a claim in which relief can be granted.
 - i. I find that Charles Grassley is not responsible for an award because the Claimant failed to state a claim in which relief can be granted.
9. The Supreme Court has explained, "[t]here is nothing malleable about 'must grant,'

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which unequivocally tells courts to grant confirmation in all cases, except when one of the 'prescribed' exceptions applies."⁵¹ A judicial review of an arbitrator's award is extremely limited, and the court must accept the arbitrator's credibility determinations, even where there is conflicting evidence and room for choice exists.⁵² "An arbitrator's award should not be vacated for errors of law and fact committed by the arbitrator and the courts should not attempt to mold the award to conform to their sense of justice."⁵³

52. This order shall be binding on all the parties, in all jurisdictions, and shall take precedent over all collateral and/or related matters heretofore, at present and forthwith until the agreement is fully satisfied. The Respondent(s) are estopped from maintaining and/or bringing forth any action against the Claimant, the Claimant's heirs, and/or the Claimant's properties permanently. This order shall constitute a permanent injunction against the Respondent(s) respecting the Claimant's and the Claimant's interests comprised and embodied within the contractual agreement.

53. The Respondent(s) are hereby ordered to release the demanded information of the Claimant which includes a full review and audit of all revenue for the estate/trust over the past ten (10) years, any tax credits and/or deductions associated with the estate/trust, a copy of any insurance policies associated with the estate/trust and a copy of any bonds held in respect to the estate/trust. The purpose of this information shall be for the Claimant to liquidate any and all assets of the estate/trust; and

54. The Respondent(s) are hereby ordered to release any and all claims against any and all properties of the Claimant's, to return any and all properties held in any manner, to include records, documents, audiotapes, discoveries, exculpatory or otherwise, and that this order/mandate shall not be construed other than its intent and its contextual rendering.

55. Accordingly, Justice Kavanaugh of the Supreme Court expressed his opinion as "We must interpret the Act as written, and the Act in turn requires that we interpret the contract as written. When the parties' contract delegates the arbitrability question to an arbitrator, a court may not override the contract. In those circumstances, a court possesses no power to decide the arbitrability issue. That is true even if the court thinks that the argument that the arbitration agreement applies to a particular dispute is wholly groundless."⁵⁴

56. Further, Kavanaugh continued; "That conclusion follows not only from the text of the Act but also from precedent. We have held that a court may not 'rule on the potential merits of the underlying' claim that is assigned by contract to an arbitrator, 'even if it appears to the court to be frivolous.'"⁵⁵ A court has "no business weighing the merits of the grievance" because the "agreement

⁵¹ *Hobbs Assoc., LLC v. Alstet, Inc.*, 532 U.S. 576, 583 (2001).

⁵² *Matter of Long Is. Ins. Co. v. Motor Vehicle Accident Indemnification Corp.*, 57 AD3d 670, 869 NYS2d 195 (2d Dept., 2003); *White v. Roosevelt Union Free School District Board of Educ.*, 147 AD3d 1071, 48 NYS3d 220 (2d Dept., 2017).

⁵³ *Alex v. Cliche Insurance Co.*, 110 AD3d 1062, 974 NYS2d 92 (2d Dept., 2013).

⁵⁴ *Henry & Ryan, Inc., et al. v. Archer & White Sales, Inc.* (2019).

⁵⁵ *AT&T Technologies, Inc. v. Communications Workers*, 475 U.S. 643, 649 (1986).

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is to submit all grievances to arbitration, not merely those which the court will deem meritorious.¹⁷ AT&T Technologies principle applies with equal force to the threshold issue of arbitrability. Just as a court may not decide a merits question that the parties have delegated to an arbitrator, a court may not decide an arbitrability question that the parties have delegated to an arbitrator.

This award is consistent with the following:

57. 5 U.S. Code § 572 - General authority

(a) An agency may use a dispute resolution proceeding for the resolution of an issue in controversy that relates to an administrative program, if the parties agree to such proceeding.

(b) An agency shall consider not using a dispute resolution proceeding if—

(1) A definitive or authoritative resolution of the matter is required for precedential value, and such a proceeding is not likely to be accepted generally as an authoritative precedent;

(2) The matter involves or may bear upon significant questions of Government policy that require additional procedures before a final resolution may be made, and such a proceeding would not likely serve to develop a recommended policy for the agency;

(3) Maintaining established policies is of special importance, so that variations among individual decisions are not increased and such a proceeding would not likely reach consistent results among individual decisions;

(4) The matter significantly affects persons or organizations who are not parties to the proceeding;

(5) A full public record of the proceeding is important, and a dispute resolution proceeding cannot provide such a record; and

(6) The agency must maintain continuing jurisdiction over the matter with authority to alter the disposition of the matter in the light of changed circumstances, and a dispute resolution proceeding would interfere with the agency's fulfilling that requirement.

(7) Alternative means of dispute resolution authorized under this subchapter are voluntary procedures which supplement rather than limit other available agency dispute resolution techniques.²¹

58. The Claimant and Respondent(s) have agreed that this private contractual agreement involving private parties has no bearing on the public and/or the SITCOMM ARBITRATION ASSOCIATION'S policies and/or procedures, and that the award is consistent with the terms of the agreement and the general principles of arbitration that have been delineated through the annuals a time.

59. That the contractual agreement between the parties was specific to the parties only and did not involve any nonrelated party and/or entity, does not affect government and/or its abilities to carry out its functions, policies, and/or procedures. That the parties saw arbitration as an alternative

¹⁷ See *Stecher v. American Mfg. Co.*, 363 U.S. 364, 368 (1960).

²¹ Added Pub. L. 101-552, § 4(b), Nov. 15, 1990, 104 Stat. 2739, § 592; renumbered § 572, Pub. L. 102-354, § 3(b)(2), Aug. 26, 1992, 106 Stat.

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remedy and agree to the alternative remedy within the construct of the binding irrevocable contractual agreement that remains coupled with interests.

60. That the term and/or phrase agency as defined by the statute does not apply to the parties and their private contractual matters. - (1) "agency" means each authority of the Government of the United States, whether or not it is within or subject to review by another agency, but does not include— (A) the Congress; (B) the courts of the United States; (C) the governments of the territories or possessions of the United States; (D) the government of the District of Columbia; (E) agencies composed of representatives of the parties or of representatives of organizations of the parties to the disputes determined by them; (F) courts martial and military commissions; (G) military authority exercised in the field in time of war or in occupied territory; or (H) functions conferred by subchapter II of or sections 1884, 1891–1903, and former appendix 1,

(a) that none of the following cases apply wherein the award may be vacated—

- (1) As this Arbitrator relied upon the facts and evidence²⁸ presented and that the award was not procured by corruption, fraud, or undue means; and/or
- (2) That no aspect of the parties political affiliation, sexual orientation, gender, religious Association, and/or otherwise partiality or corruption are present in the Arbitrators, or and/or the issuance of this award; and/or
- (3) The Arbitrator is not guilty of misconduct in refusing to postpone the hearing, as each party was given an opportunity to have such a hearing postponed whether or not they provided sufficient cause, or and that there was in no case a refusal to hear evidence pertinent and material to the controversy; or any misbehavior by which the rights of any party could be perceived as having been prejudiced; and/or
- (4) That the Arbitrator operated only within the powers delegated by the contractual agreement, powers that were detailed in the agreement, and to the best of the Arbitrator's ability have perfectly executed those powers to the extent that a mutual, final, and definite award upon the subject matter submitted has been rendered. Title 5 §572 has been complied with by this Arbitrator and SITCOMM ARBITRATION ASSOCIATION.

61. That this award may only be modified under the following circumstances —

- (a) Where there was an evident material miscalculation of figures or an evident material mistake in the description of any person, thing, or property referred to in the award, the Arbitrator relied on the contract and the amount specified within the agreement; and
- (b) Where the Arbitrators may have awarded upon a matter not submitted to them, unless it is a matter not affecting the merits of the decision upon the matter submitted, the Arbitrator has relied upon the evidence presented and the contractual agreement and terms specified therein; and

²⁸ *Singh v. Rayamuni-Jayma Fin. Servs., Inc.*, No. 13-cv-4323, 2014 WL 11370125, (S.D.N.Y. March 28, 2014). "[T]ypically, 'arbitrators need not explain their rationale for an award'" (quoting *Warbler v. Shengou Technol. Hubou Inc.*, 948 F.2d 117, 121 (2d Cir. 1993)).

SITCOMM ARBITRATION ASSOCIATION

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(c) Where the award is imperfect in matter of form not affecting the merits of the controversy. This Arbitrator may modify and correct the award, so as to effect the intent thereof and promote justice between the parties, the Arbitrator has intended to promote justice, fairness, and render due process between the parties irrespective of the Arbitrator's personal opinion, rationale, arguments and/or disposition.

62. It shall be forever known and stated, that this Arbitrator relied on the evidence presented and the intentions of the contract and not otherwise. That I am duly appointed by the parties as stipulated in the agreement and as per the law this order is binding on all parties and I have come to the conclusions stated herein based on the facts and the evidence presented at the time of this arbitration award. This decision and/or rendering is not interim, that this is a final decree and judgment by this Arbitrator shall remain in effect and enforced as un-amendable immediately upon issuance.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

NOTICE OF THE ISSUANCE OF THE AWARD TO BE DELIVERED TO:

ORIGINAL:

COPIES:

CLAIMANT

RESPONDENT(S)

NAME: Phillip Hudok, ET AL.,
ADDRESS: 16968 SENECA TRAIL,
HUTTONSVILLE, WV 26273

NAME: DONALD TRUMP, ET AL.,
ADDRESS: 1800 PENNSYLVANIA AVE
WASHINGTON DC, 20500

JOHN ROBERTS JR., ET AL.,
1 FIRST STREET, NE
WASHINGTON DC, 20543

NANCY PELOSI, ET AL.,
UNITED STATES CAPITOL
WASHINGTON DC, 20515

CHARLES GRASSLEY
104 HART OFFICE BUILDING
WASHINGTON DC, 20510

WILLIAM BARR, ET AL.,
950 PENNSYLVANIA AVENUE SW
WASHINGTON DC, 20530

UNITED STATES OF AMERICA
950 PENNSYLVANIA AVENUE SW
WASHINGTON DC, 20530

EMAIL: hudok@stnrtmail.com

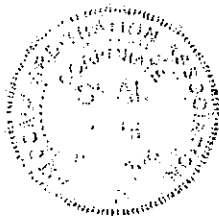
SO, AWARDED.

Be it so this 19th day August 2019.

At Athens, Georgia

Printed Arbitrators Name: KEISIA JONES

Arbitrator's Signature: *Keisia Jones*



Printed Name of Committee Member: *SANDRA Goulette*

Committee Member's Signature: *Sandra Goulette*

IMPORTANT NOTICE: Certification of services rendered. The Original Arbitration Award is given to the Claimant and is retained as private property. No Transfers. Certified Copies of the Original can only be issued with permission by SITCOMM ARBITRATION ASSOCIATION.

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MAY 19 2021

ALL-PURPOSE PROOF OF SERVICE

I, SITCOMM ARBITRATION ASSOCIATION, being at or above the age of 18, of the majority and not a party to the action, a citizen of the United States of America, did mail the document entitled: NOTICE OF ARBITRATION AWARD by placing it in an envelope addressed to: Name and address:

Phillip Hudok
15958 Seneca Trail
Huttonsville, WV 26273
USPS Tracking # 9114 9014 9645 0433 9897 82

Donald Trump
1600 Pennsylvania Avenue N.W.
Washington, D.C. 20500
USPS Tracking # 9114 9014 9645 0433 9897 99

William Pelham Barr
950 Pennsylvania Avenue N.W.
Washington, D.C. 20530
USPS Tracking # 9114 9014 9645 0433 9898 05

Nancy Patricia Pelosi
1236 Longworth HOB
Washington, D.C. 20515
USPS Tracking # 9114 9014 9645 0433 9898 12

Charles Earnest Grassley
135 Hart Office Building
Washington, D.C. 20510
USPS Tracking # 9114 9014 9645 0433 9898 29

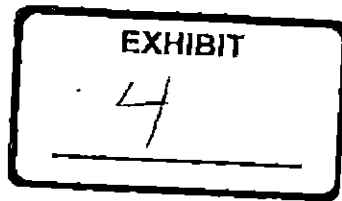
John Glover Roberts
1 First Street N.E.
Washington, D.C. 20543
USPS Tracking # 9114 9014 9645 0433 9898 36

Affixing the proper postage and depositing it with the local postal carrier, also being of the age of the majority, and not a party to this action who upon receipt guarantees delivery as addressed and/or local dropbox guaranteeing the same as prescribed in law. If called upon I provide this sworn testimony based on first-hand knowledge of the aforementioned events attesting and ascribing to these facts on this day September 13, 2019.

THE SITCOMM ARBITRATION ASSOCIATION

WEST VIRGINIA, RANDOLPH COUNTY CLERKS OFFICE
This instrument was this day presented to me in my office, and
thereupon, together with the Certificate therein annexed, is
admitted to record.
12-3-2019
Testo Brenda Williams
Clerk

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RANDOLPH COUNTY
WEST VIRGINIA



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SPARTANBURG COUNTY
AMY W. COX

Exhibit 4

IN WRITING

10th Rejected offer

- .10/27/22 I Rejected COURT'S OFFER In Writing.
- .Fair opportunity to present a legal Defense was Denied a third time on this day.
- .Fair opportunity to be Heard was Denied a third time on this day.
- .Right to assistance of counsel was Denied on this day going forward.
- . This rejected offer in writing also clearly states the Reservation of all my rights, remedies, defenses, and immunities. That I clearly notified the court again that it is subject to the federal arbitration act. That I again do not consent to the jurisdiction and that all lesser State laws are preempted by the federal arbitration act.

Exhibit 4

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SPARTANBURG COUNTY
MAY 11, 2023

*I, Anthony-Duane Sutherland, Reject this offer, And Reserve
All my Rights, Remedies and defenses and this Court is subject
to the Federal Arbitration Act and*

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

STATE

IN THE COURT OF GENERAL SESSIONS

VS. *ALL STATE LAWS ARE PRE-EMPTED BY FAA ARTG § 7*
INDICTMENT/CASE#: 2021-GS-42-04315

Anthony D Sutherland
AKA: _____
Race: WHITE Sex: M Age: 55
DOB: 07-22-1967 SS#: 248-55-1699
Address: PO Box 245
City, State, Zip: Belton, 29627
DL#: 008477802 SID#: _____

A/W#: 2020A4210205837
Date of Offense: 11/13/2020
S.C. Code § 16-23-0730
CDR Code #: 2777

SENTENCE SHEET

*CDL Yes ☐ No ☐ CMV Yes ☐ No ☐ Hazmat Yes ☐ No ☐

In disposition of the above indictment comes now the Defendant who was ☐ CONVICTED OF or ☒ PLEADS

TO: Hoax device or replica, manufacture, possess (0-1yr) Neg: Time Served

in violation of § 16-23-0730 of the S.C. Code of Laws, bearing CDR Code # 2777

☒ NON-VIOLENT ☐ VIOLENT ☐ SERIOUS ☐ MOST SERIOUS ☐ Mandatory GPS ☐ §17-25-45
(CSC w/minor 1st or CSC w/minor 3rd)

The charge is: ☒ As Indicted, ☐ Lesser Included Offense, ☐ Defendant Waives Presentment to Grand Jury. (def.'s initials)

The plea is: ☐ Without Negotiations or Recommendation, ☒ Negotiated Sentence, ☐ Recommendation by the State.

ATTEST

SMITH, SPENSER H

SC101370
SC Bar #

Defendant

SC Bar#

WHEREFORE, the Defendant is committed to the ☐ State Department of Correction, ☐ County Detention Center,

for a determinate term of _____ days/months/years/Time Served: ☐ Youthful Offender Act not to exceed _____ years
and/or to pay a fine of \$ _____; provided that upon the service of _____ days/months/years/Time Served and or payment
of \$ _____; plus costs and assessments as applicable*; the balance is suspended with probation for _____

months/years and subject to South Carolina Department of Probation, Parole and Pardon Services standard conditions of
probation, which are incorporated by reference.

The sentence shall run

☐ CONCURRENT or ☐ CONSECUTIVE to sentence on: _____

☐ The Defendant is to be given credit for time served pursuant to S.C. Code §24-13-40 to be calculated and applied by
SCDOC. _____ days/months

☐ To include time spent on monitored house arrest prior to trial and sentencing

☐ The Defendant Shall be Released from County Detention Center.

Pursuant to 18 U.S.C. § 922 and § 16-25-30 it is unlawful for a person convicted of a violation of § 16-25-20 or
§ 16-25-65 (Domestic Violence) to ship, transport, possess, or receive a firearm or ammunition.

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SPARTANBURG COUNTY

GUILTY PLEA INFORMATION SHEET

Date: 10/27/2022

Name of Defendant: Anthony D Sutherland Total Time Served Already (Days): 133 jail and 580 IID
Prior Conviction(s): No x Yes 1985 DUI, 1986 MIPP, 1995 AB 3rdx2

- (1) Indictment No: 2021-4315 x True Bill Waiver
Offense: Possession Hoax Device Penalty Range: 0-1 yr
Any Charges Dismissed?: No x Yes
Offense to which Defendant is pleading if different: _____
If penalty range is different than indicated offense, list Penalty Range: _____
Victim Name: _____ Restitution: No Yes Amount: \$ _____

Plea: Open: _____ Recommendation: _____

Negotiated: _____ Time Served _____

Plea Nolo? _____ Alford? _____ Currently On Probation? _____ Plea Violation of Supervision? _____

YOA: _____ Eligible x Ineligible Due To: x Age (Over 25) _____ Convicted Violent Crime

Any Pending charges not being resolved? no _____

Spenser Smith
Name of Solicitor

Solicitor's Signature

Zachary Farr
Name of Defendant's Attorney
Retained: x Appointed: _____

Attorney's Signature

Sentence Imposed

- (1) _____ days/months/years suspended to service of _____ days/months/years and _____ days/months/years probation. Credit _____ days or time served Fine \$ _____
- (2) Probation Conditions: GED SAC DT VR PTUP No Contact PSE PTUP Other _____
- (3) Restitution \$ _____ (if applicable)

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SPARTANBURG COUNTY
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Undersigned
Phillip Hudok
Gene Stalnaker
Amie Rosner
Alicia Lutz-Rolow
Leonard Frank house of Harrylew
Keith Lawrence Moore
REDACTED FOR SECURITY
15958 Seneca Trail
Huttonsville, W.Va. [26273]

RESPONDENTS

Donald John Trump aka/dba DONALD JOHN TRUMP aka/dba Donald J. Trump aka/dba DONALD J. TRUMP aka/dba OFFICE OF THE PRESIDENT aka/dba PRESIDENT OF THE UNITED STATES aka/dba PRESIDENT DONALD J. TRUMP aka/dba COMMANDER IN CHIEF aka/dba GOVERNMENT OF THE UNITED STATES aka/dba UNITED STATES GOVERNMENT aka/dba THE UNITED STATES OF AMERICA aka/dba UNITED STATES OF AMERICA aka/dba UNITED STATES aka/dba UNKNOWN, foreign entity, trustee, any and all derivatives, appellations, identifiers, numbers and their combinations, letters and their combinations, styles, abbreviations, Idem sonans and/or all other legal, financial and managerial forms and formats of any nature, shape, cause and kind, and any and all variations and combinations thereof, any and all corporate, military, commercial, civil, political, social, ecclesiastical and other entities of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all creations and liabilities by, of, through and from of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all political subdivisions and instrumentalities of any nature, shape, cause kind, form and format, and any and all variations and combinations thereof, any and all capacities, characters, conditions, status, standings, jurisdictions, venues and law forms of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all agents, assigns, successors, principals, beneficiaries, employees, officers, contractors, franchisees, licensees, members of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all trusts, structures, hierarchies, systems, networks, regimes and any and all other limits and constructs of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all of the aforementioned both known and unknown, any and all of the aforementioned both perceived and unperceived, and any and all variations and combinations of the aforementioned, without limitation, private for profit entities providing quasi-governmental and other goods and services purporting to be lawful government.

The White House
1600 Pennsylvania Avenue NW
Washington, DC 20500

John Glover Roberts, Jr. aka/dba JOHN GLOVER ROBERTS, JR. aka/dba John Roberts aka/dba JOHN ROBERTS aka/dba CHIEF JUSTICE aka/dba CHIEF JUSTICE JOHN ROBERTS aka/dba OFFICE OF THE CHIEF JUSTICE aka/dba UNITED STATES SUPREME COURT aka/dba SUPREME COURT OF THE UNITED STATES aka/dba JUDICIARY COURTS OF THE UNITED STATES aka/dba ADMINISTRATOR aka/dba GOVERNMENT OF THE UNITED STATES aka/dba UNITED STATES GOVERNMENT aka/dba THE UNITED STATES OF AMERICA aka/dba UNITED STATES OF AMERICA aka/dba UNITED STATES aka/dba UNKNOWN, foreign entity, trustee, any and all derivatives, appellations, identifiers, numbers and their combinations, letters and their combinations, abbreviations, styles, Idem sonans and/or all other legal, financial and managerial forms and formats of any nature, shape, cause and kind, and any and all variations and combinations thereof, any and all corporate, military, commercial, civil, political, social, ecclesiastical and other entities of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all creations and liabilities by, of, through and from of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all political subdivisions and instrumentalities of any nature, shape, cause kind, form and format, and any and all variations and combinations thereof, any and all capacities, characters, conditions, status, standings, jurisdictions, venues and law forms of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all agents, assigns, successors, principals, beneficiaries, employees, officers, contractors, franchisees, licensees, members of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all trusts, structures, hierarchies, systems, networks, regimes and any and all other limits and constructs of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all of the aforementioned both known and unknown, any and all of the aforementioned both perceived and unperceived, and any and all variations and combinations of the aforementioned, without limitation, private for profit entities providing quasi-governmental and other goods and services purporting to be lawful government.
1 FIRST STREET, NE
WASHINGTON, DC 20543

Orrin Grant Hatch aka/dba ORRIN GRANT HATCH aka/dba Orrin G. Hatch aka/dba ORRIN G. HATCH aka/dba SENATOR ORRIN HATCH aka/dba OFFICE OF SENATOR ORRIN HATCH aka/dba PRESIDENT PRO TEMPORE OF THE UNITED STATES SENATE aka/dba UNITED STATES SENATE aka/dba OFFICE OF SENATOR aka/dba GOVERNMENT OF THE UNITED STATES aka/dba UNITED STATES GOVERNMENT aka/dba THE UNITED STATES OF AMERICA aka/dba UNITED STATES OF AMERICA aka/dba UNITED STATES aka/dba UNKNOWN, foreign entity, trustee, any and all derivatives, appellations, identifiers, numbers and their combinations, letters and their combinations, abbreviations, styles, Idem sonans and/or all other legal, financial and managerial forms and formats of any nature, shape, cause and kind, and any and all variations and combinations thereof, any and all corporate, military, commercial, civil, political, social, ecclesiastical and other entities of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all creations and liabilities by, of, through and from of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all political subdivisions and instrumentalities of any nature, shape, cause kind, form and format, and any and all variations and combinations thereof, any and all capacities, characters, conditions, status, standings, jurisdictions, venues and law forms of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all agents, assigns, successors, principals, beneficiaries, employees, officers, contractors, franchisees, licensees, members of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all trusts, structures, hierarchies, systems, networks, regimes and any and all other limits and constructs of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all of the aforementioned both known and unknown, any and all of the aforementioned both perceived and unperceived, and any and all variations and combinations of the aforementioned, without limitation, private for profit entities providing quasi-governmental and other goods and services purporting to be lawful government.
104 HART OFFICE BUILDING
WASHINGTON, DC 20510

Paul Davis Ryan, Jr. aka/dba PAUL DAVIS RYAN, JR. aka/dba Paul Ryan aka/dba PAUL RYAN aka/dba SPEAKER PAUL RYAN aka/dba SPEAKER OF THE HOUSE aka/dba SPEAKER OF THE HOUSE OF THE UNITED STATES aka/dba CONGRESSMAN PAUL RYAN aka/dba GOVERNMENT OF THE UNITED STATES aka/dba UNITED STATES



GOVERNMENT aka/dba THE UNITED STATES OF AMERICA aka/dba UNITED STATES OF AMERICA aka/dba UNITED STATES aka/dba UNKNOWN, foreign entity, trustee, any and all derivatives, appellations, identifiers, numbers and their combinations, letters and their combinations, abbreviations, styles, idem sonans and/or all other legal, financial and managerial forms and formats of any nature, shape, cause and kind, and any and all variations and combinations thereof, any and all corporate, military, commercial, civil, political, social, ecclesiastical and other entities of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all creations and liabilities by, of, through and from of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all political subdivisions and instrumentalities of any nature, shape, cause kind, form and format, and any and all variations and combinations thereof, any and all capacities, characters, conditions, status, standings, jurisdictions, venues and law forms of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all agents, assigns, successors, principals, beneficiaries, employees, officers, contractors, franchisees, licensees, members of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all trusts, structures, hierarchies, systems, networks, regimes and any and all other limits and constructs of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all of the aforementioned both known and unknown, any and all of the aforementioned both perceived and unperceived, and any and all variations and combinations of the aforementioned, without limitation, private for profit entities providing quasi-governmental and other goods and services purporting to be lawful government.

1233 Longworth HQB
Washington, D.C. 20515

Matthew George Whitaker aka/dba MATTHEW GEORGE WHITAKER aka/dba ACTING ATTORNEY GENERAL aka/dba US ATTORNEY GENERAL aka/dba UNITED STATES ATTORNEY GENERAL aka/dba OFFICE OF THE ATTORNEY GENERAL aka/dba US DEPARTMENT OF JUSTICE aka/dba UNITED STATES DEPARTMENT OF JUSTICE aka/dba GOVERNMENT OF THE UNITED STATES aka/dba UNITED STATES GOVERNMENT aka/dba THE UNITED STATES OF AMERICA aka/dba UNITED STATES OF AMERICA aka/dba UNITED STATES aka/dba UNKNOWN, foreign entity, trustee, any and all derivatives, appellations, identifiers, numbers and their combinations, letters and their combinations, abbreviations, styles, idem sonans and/or all other legal, financial and managerial forms and formats of any nature, shape, cause and kind, and any and all variations and combinations thereof, any and all corporate, military, commercial, civil, political, social, ecclesiastical and other entities of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all creations and liabilities by, of, through and from of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all political subdivisions and instrumentalities of any nature, shape, cause kind, form and format, and any and all variations and combinations thereof, any and all capacities, characters, conditions, status, standings, jurisdictions, venues and law forms of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all agents, assigns, successors, principals, beneficiaries, employees, officers, contractors, franchisees, licensees, members of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all trusts, structures, hierarchies, systems, networks, regimes and any and all other limits and constructs of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all of the aforementioned both known and unknown, any and all of the aforementioned both perceived and unperceived, and any and all variations and combinations of the aforementioned, without limitation, private for profit entities providing quasi-governmental and other goods and services purporting to be lawful government.

U.S. DEPARTMENT OF JUSTICE
950 PENNSYLVANIA AVENUE, NW
WASHINGTON, DC 20530-0001

ALL of the aforementioned acting as agents for, of and through the following, to wit:

THE UNITED STATES OF AMERICA aka/dba UNITED STATES OF AMERICA aka/dba UNITED STATES aka/dba United States aka/dba United States of America aka/dba GOVERNMENT OF THE UNITED STATES aka/dba UNITED STATES GOVERNMENT aka/dba UNKNOWN, foreign entity, trustee, any and all derivatives, appellations, identifiers, numbers and their combinations, letters and their combinations, styles, abbreviations, idem sonans and/or all other legal, financial and managerial forms and formats of any nature, shape, cause and kind, and any and all variations and combinations thereof, any and all corporate, military, commercial, civil, political, social, ecclesiastical and other entities of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all creations and liabilities by, of, through and from of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all political subdivisions and instrumentalities of any nature, shape, cause kind, form and format, and any and all variations and combinations thereof, any and all capacities, characters, conditions, status, standings, jurisdictions, venues and law forms of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all agents, assigns, successors, principals, beneficiaries, employees, officers, contractors, franchisees, licensees, members, et cetera, of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all trusts, structures, hierarchies, systems, networks, regimes and any and all other limits and constructs of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all of the aforementioned both known and unknown, any and all of the aforementioned both perceived and unperceived, and any and all variations and combinations of the aforementioned, without limitation.

Qui tam pro domino rege quam pro se ipso in hac parte sequitur
Pro rex regum et heredes'

Notice to Agent Is Notice to Principal, Notice to Principal Is Notice to Agent

In the matter of: Conditional Acceptance for Value upon Proof of Claim(s) as to the nature and source of the Law, Authority, Prerogative, Law Form, Venue, Jurisdiction and any relationship thereto; and the alleged nature and cause of alleged arrests, proceedings, processes, interactions, procedures; and the validity and enforceability of any alleged judgments, orders, decrees, warrants, indictments, imprisonment (military and otherwise), interactions, processes, procedures and the Constitutionality and lawfulness thereof; and including but not limited to, Flagrant and Willful Breach of Contract, Flagrant and Willful Fraud in the Factum, Flagrant and Willful Fraud in the Inducement, Flagrant and Willful Swearing of False Oath, Flagrant and Willful Breach of Fiduciary and Trustee duties, Flagrant and Willful Breach of the Constitution for the United States of America c1819, Flagrant and Willful Blending and Altering of Jurisdictions, Venues and Law Forms, Flagrant and Willful Violations of Freewill Choice, Flagrant and Willful Modern Day Slavery, Ultra Vires Acts, False Assumption of Debt, and any and all other related matters as all relate to, emanate from, and bear upon alleged case # 15-0491, case # REDACTED FOR SECURITY, case # REDACTED FOR SECURITY and other personal interactions, processes, procedures and other instant matters, under, and out of, the True Authority of Absolute Necessity.

- Recently, through exhaustive study and research, I have come across information and facts relating to, and bearing upon, alleged matters within, and arising from, the above referenced alleged civil/commercial/military/criminal and other interaction; process and procedure matters; the kidnapping of REDACTED FOR SECURITY, and the subsequent alleged prosecution, processes and procedures, resulting in the alleged conviction and subsequent unlawful/un-constitutional warehousing/imprisonment/custody of REDACTED FOR SECURITY under, and pursuant to, the Emergency Banking Relief Act of 1933 and the laws and powers America c1819, thereby creating the presumption and assumption that Constitutionally impermissible acts and misapplication of United States Statute/Law/Code/Regulation have occurred and been perpetrated within, and throughout, the aforementioned alleged matters, in which your alleged OFFICE

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COURT and each Branch of the THE UNITED STATES OF AMERICA, including any and all LOCAL and STATE OF ... equivalents/instrumentalities, conspired and participated within, and therein proceeded against the Undersigned to commit and achieve an unlawful and un/non-Constitutional conviction, custody, warehousing/imprisonment, interactions under un/non-Constitutional military/commercial/emergency powers, processes and procedures.

- In the Undersigned's review of the above referenced alleged matters in light of previously hidden information, and apparent facts relating to, and bearing upon, the same, which have surfaced as a result of stated studies and research of the same, such have left the Undersigned confused and uncertain as to the validity, Constitutionality and lawfulness of said proceedings, processes, interactions and/or procedures within the alleged matters, the nature and cause of such, and the Undersigned's current state of impairment, custody, control and abridgement of any and all Creator granted rights, privileges, freedoms, immunities and properties and Constitutionally guaranteed process and procedures.

- For clarification, it is NOT the Undersigned's Intent, desire Nor design to hinder Lawful and Constitutional operation and function of any Office, Court, NOR the United States of America, and any and all lawful and Constitutional local and State of ... equivalents/instrumentalities, nor to cause disgrace. Be it known by Respondents, that the Undersigned hereby agrees, covenants, and consents to perform any balance of a Constitutional and lawful obligation of whatever nature pertaining thereto, therein arising therefrom, as well as to cease and desist in pursuing any and all matters contained herein, for these present alleged matters, in this manner, wholly conditioned upon respondents tendering, under oath and full liability, the requested proof via first-hand fact evidence of any and all claims utilized by the same.

- The Undersigned demands proofs of any and all alleged claims in the nature of a bill of discovery and proof of alleged debts of any nature, shape, cause, kind, form and format in the process of exhausting the Undersigned's Private Administrative Process for plenary Remedy and Relief, in the nature and form of an Amendment the First Petition for a Redress of Grievances and an Article the Ninth reservation for resolution and plenary equitable settlement under, and out of, necessity, from any and all Respondents, THE UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents/instrumentalities, and from any and all constructs, fictions of law, capacities, characters, conditions, status and standings so utilized by the same; The Undersigned does hereby Demand the tender of any and all Proofs of Claims with respect to, but not limited to, any and all alleged arrest warrants and those documents and evidence supporting the same, alleged charging documents/information and any and all documents supporting the same, any and all alleged affidavits and other documentation in support thereof utilized by Attorneys, by and through U.S. ATTORNEY, STATE OF ... and LOCAL equivalents/instrumentalities, within the alleged COURT within the aforementioned alleged matters that were relied upon and utilized in the alleged prosecution of REDACTED FOR SECURITY, and thereby, and therein, establish that the alleged arrest and any and all proceedings and processes ensuing therefrom are Lawful, Constitutional, and valid, so that the Understand may finally understand and determine that all alleged Parties to and the alleged COURT/ADMINISTRATIVE AGENCY participating/involved within the aforementioned alleged matter did, or did not, commit Constitutionally Impermissible acts and misapplication of statutes, laws, rules, codes, regulations, et cetera, and did lawfully establish on the face of the record the actual and factual nature and cause and any and all facets of jurisdiction in the aforementioned alleged matter in plenary compliance with time-tested due process and the Constitution for the United States of America c1819, and that the Undersigned was afforded proper, lawful, valid and Constitutional process/procedure and service therein; and the alleged COURT'S/ADMINISTRATIVE AGENCY'S jurisdiction and venue therein in any and all facets was proper, lawful, valid and Constitutional; wherein the alleged COURT/ADMINISTRATIVE AGENCY acquires, obtains and utilizes its authority to act and thereby enter proper, lawful, valid and Constitutional judgments, orders, decrees, et cetera in all matters before it claimed therein by the alleged COURT/ADMINISTRATIVE AGENCY within the aforementioned matters was complete and not fatally flawed at any time.

- As the Undersigned wants, wishes and desires to resolve this alleged matter as soon as possible, it is of necessity that the Undersigned can only do so conditioned upon Respondents providing the Demanded and required Proofs of Claims which are set forth below, to wit:

Demand for all Proofs of Claims

1. PROOF OF CLAIM, whereas the concept behind a law implies a command; in order for a private man to be bound to obey and follow some law/command, there must not of necessity be an authority created and established within a specific source for said law/command to exist; and must not come only from the source which has the authority to issue and enact said law/command.
2. PROOF OF CLAIM, in order for the law of a specific source to have any binding force or effect over and upon a private man, a relationship, which acts to subject, in some manner or degree, said private man to said source, is not necessary and does not need to exist, between said parties in order to create and establish the authority within said source to issue and enact law.
3. PROOF OF CLAIM, it is not relationship, between a source of law and a private man bound thereby, which creates and establishes the authority of a source to issue and enact law of a binding force, affect or effect over and upon said man, and this authority to so act is not solely dependent upon relationship for its existence and binding force, affect or effect over and upon said man.
4. PROOF OF CLAIM, in the absence/want of relationship between a private man and a specific source of authority for law, there does exist the authority within said source to issue and enact law of binding force or effect over, and upon, said man.
5. PROOF OF CLAIM, a child being a product of a parent and entirely dependent thereon, which creates, and establishes, a relationship between same, and in turn generates and establishes the authority within said parent to act over, and upon, said child as a source of authority, this same authority does, and would, extend over, and upon, a child which is not said parent's own due to lack/want of authority created and established by relationship existing between the parties.
6. PROOF OF CLAIM, the law of Jehovah the Living God (YHWH/JHVH) does not stand, and has not always stood, in pre-eminence in relation to man's law.
7. PROOF OF CLAIM, the Law making authority of Jehovah the Living God (YHWH/JHVH), does not rest solidly and soundly upon the foundation of the relationship existing between Him and man, as man's Creator and Provider. [See: 1 Blackstone Commentaries, § 38, p. 39, wherein Sir William Blackstone states; "Man, considered as a creature, must necessarily be subject to the laws of his Creator, for he is entirely a dependent being. A being, independent of any other, has no rule to pursue, but such as he prescribes to himself; but a state of dependence will inevitably oblige the inferior to take the will of him on whom he depends as the rule of his conduct; not, indeed, in every particular, but in all those points wherein his dependence consists. This principle, therefore, has [39] more or less extent and effect, in proportion as the superiority of the one and the dependence of the other is greater or less, absolute or limited. And consequently, as man depends absolutely upon his Maker for every thing, it is necessary that he should, in all points, conform to his Maker's will."]
8. PROOF OF CLAIM, there is not a higher loyalty of man, and specifically the Undersigned, owed in this world than loyalty to his country, which is to say, loyalty to Jehovah the Living God (YHWH/JHVH).
9. PROOF OF CLAIM, in accordance with the principle of "authority and law" set forth herein above, the fact does not emerge that true Lawful authority is derived from a relationship existent and established between the parties and not power, force, or wealth.
10. PROOF OF CLAIM, a state of despotism and/or tyranny does not exist in which authoritative law is sacrificed and abolished when law exists because of, and through, force and power.
11. PROOF OF CLAIM, the fundamental concept of American Government, i.e. a Government, which is both de jure (Lawful), and de facto (Present/Established), is not that ALL political power which exists, resides in The People. [See: Constitution for the United States of America c1819; Preamble; Art. I, § 2, cl. 1; Art. I, § 3, cl. 1.][...in pari materia to all other state constitutions.]
12. PROOF OF CLAIM, The sovereign political power of The People (The People Common Community not Individual) did not create a "Constitutional Entity" within their written (expressed) Constitution (contract), i.e. originally, in which they created, established, and ordained the general assembly, to which they delegated a "specific" portion of their political power thereto, and thereby, and therein, constituted the general assembly as the sole legislative power (authority) for the Government. [See: Constitution for the United States of America c1819 Preamble; Art. I, § 1.][...in pari materia to all other state constitutions.]

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13. PROOF OF CLAIM, the Declarations of the sovereign will of The People, as expressed within their written Constitution originally creating a Government for the several United States in the exercise of their political power does not reveal the relationship between The People and those in Government service to be that the latter are the substitutes, agents, or servants of the former, ensuing from a contractual relationship created, ordained, and instituted through, and by, the instrument (Constitution) for the Government's creation and existence.

14. PROOF OF CLAIM, a codification, i.e. the process of collecting and arranging the laws of a country or state into a Code (a compilation of existing laws, systematic arrangement into chapters, subheads, table of contents, and index, and a revision to harmonize conflicts, supply omissions, and generally clarify and make complete a body of laws to regulate completely subjects to which they relate, i.e. into a complete system of positive law, scientifically ordered, and promulgated (i.e. to publish; to announce officially; to make public as important or obligatory by legislative authority of the statutes/laws of a State and/or the United States of America; and specifically the UNITED STATES CODE, STATE OF ... and LOCAL equivalents, including but not limited to THE ACT OF MARCH 9TH, 1933 and any and all laws implemented based upon that alleged authority and foundation thereof as employed and used within the above referenced alleged matter, is not a redrafting and simplification of the entire body of a statute which effects a revision, and a complete restatement of the law which is then substituted, i.e. put in place of the former, exchanged, serving in lieu of, and displaces and repeals the former law as it stood relating to the subjects within its purview; and is not drastically different in nature and scope than a mere compilation.

15. PROOF OF CLAIM, a "bill" passed by the general assembly/General Assembly/Congress of the United States of America, hereinafter "General Assembly", in order to be in accord with and pursuant to constitutional provisions, must not be presented to the President for signature; or if returned by him with objections, must not be passed by a two-thirds vote of both Houses, in order for the "bill" to become law; or if the President fails to return said "bill" within ten (10) days it thereby becomes law. [See: Constitution for the United States of America c1819, Art. 1, § 7, cl. 1, 2, 3] [...in para materia to all other state constitutions.]

16. PROOF OF CLAIM, these codifications/codes, and specifically the UNITED STATES CODE, STATE OF ... and LOCAL equivalents, including but not limited to THE ACT OF MARCH 9TH, 1933 and any and all laws implemented based upon that alleged authority and foundation thereof, employed and used upon the alleged warrant of arrest, alleged charging document/instrument (indictment) and alleged affidavits in support thereof in the above referenced alleged matter, are not the products of some department, bureau, commission, committee, council, or some sub-whatever thereof, which represents in nature an entity created and established by the General Assembly, and therefore is not a "un/non-constitutional legislative entity" created by statute, and therefore is bound by constitutional provisions and prohibitions; and is not operating, functioning, and laboring outside, and foreign to, the Constitution; and any semblance/appearance of constitutional restraint is not by virtue of statutory constraint; and is not legislating and promulgating foreign law which is then passed off as that of the sole provided legislative power created, established, and ordained by express constitutional provisions provided by the sovereign political will of The People.

17. PROOF OF CLAIM, whereas the General Assembly's approval of a corporation's by-laws does not make nor constitute said by-laws those of the General Assembly, its approval of the laws of a "un/non-constitutional legislative entity" (corporation/quasi corporation) is different from approving a corporation's by-laws, and therefore does make and constitute these laws as those of the General Assembly.

18. PROOF OF CLAIM, the enactment, by the General Assembly, of these "complete restatements of the law;" and specifically the UNITED STATES CODE, and STATE OF ... and LOCAL equivalents, including but not limited to THE ACT OF MARCH 9TH, 1933 and any and all laws implemented based upon that alleged authority and foundation thereof, employed, used, and cited within the above referenced alleged matter, written, drafted, redrafted, revised, promulgated, and the like by a "un/non-constitutional legislative entity" is not an act of adoption - i.e. to accept, appropriate, to make that one's own (property or act) which was not so originally - of said law; and is in accordance with, i.e. complete accord with the spirit, substance, essence, object and law, and pursuant to, i.e. in compliance with the "forms" of law (legal) - the expressed sovereign political will of The People whom in the exercise thereof, created, established, and ordained the Government for the United States of America by their act evidenced by the Constitution.

19. PROOF OF CLAIM, these codifications/codes, and specifically the UNITED STATES CODE, STATE OF ... and LOCAL equivalents, including but not limited to THE ACT OF MARCH 9TH, 1933 and any and all laws implemented based upon that alleged authority and foundation thereof, as employed/used and cited within the above referenced alleged matter, are not enacted (approved) into law by the General Assembly by a "single statute bill"; and whereas, the 1789, as amended 1819, Constitution expressly provides for every "bill" to be read at length on three (3) different days in each House before a final vote is taken on the "bill," and the Constitution for the United States of America c1819, where or was it revised to strike the reading at length requirement to read that every "bill" is to be considered, i.e. to fix the mind on, with a view to careful examination - on three different days in each House, a reading of the "single statute bill" employed/used to enact these codifications/codes into law, and specifically the UNITED STATES CODE, STATE OF ... and LOCAL equivalents, and specifically THE ACT OF MARCH 9TH, 1933 and any and all laws implemented based upon that alleged authority and foundation thereof, would not be a mandatory requirement, not just a mere option, in order to actually, and substantially accomplish the inherent meaning of the term/word "considered," and thereby meet and comply with this official duty and obligation imposed upon the members of the General Assembly as expressly provided for within this revised provision of their employment contract. [See: Constitution for the United States of America c1819 Art. 1, § 7, cl. 1, 2, 3; [...in para materia to all other state constitutions.]]

20. PROOF OF CLAIM, the Constitution for the United States of America c1819 was revised at Article 1, § 7, cl. 1, Form of bills, revised to allow the use of a "bill" embracing more than one subject and title to be enrolled as a single statute "bill," and at Article 1, § 7, cl. 2, Consideration of bills, revised to remove the requirement that "Every bill shall be read at length on three different days in each House;" in part because of the sheer enormity, difficulty, and impossibility of complying with such prior provisions in enacting (approving/adopting) these codifications/codes; and specifically the UNITED STATES CODE, STATE OF ... and LOCAL equivalents, and specifically THE ACT OF MARCH 9TH, 1933 and any and all laws implemented based upon that alleged authority and foundation thereof, into law; and this practice does not constitute and equate to mere "convenience"; and these prior constitutional provisions do not tacitly, if not expressly, Declare and Affirm that neither this present day practice, mode, NOR basic concept employed/used by the General Assembly in enacting these codifications/codes into law, and specifically the UNITED STATES CODE, STATE OF ... and LOCAL equivalents, and/or specifically THE ACT OF MARCH 9TH, 1933 and any and all laws implemented based upon that alleged authority and foundation thereof, is in accordance with and pursuant to proven, acceptable, traditional, and customary usages, NOR constitutional methods of law making.

21. PROOF OF CLAIM, these "revision committees" or "code commissions" or by whatever name known, operating, and functioning as "un/non-constitutional legislative entities," which may be composed of some legislative members, as well as attorneys, judges, and non-Governmental types are not exercising legislative power in drafting, redrafting, revising, amending, promulgating, and the like the law they produced; and where there is a lack/want of nexus creating/establishing a relationship therewith, and thereto, such laws do have a binding force or effect over and upon a private man, e.g. the Undersigned, as such relates to, and bears upon, the above referenced alleged matter.

22. PROOF OF CLAIM, a title, enacting clause, and a body are not essentials to the form and style of all valid law, whether by express constitutional provisions, or by fundamental concepts, requisites, solemnities, and proven usages from tradition and custom as practiced by lawful societies in ALL centuries.

23. PROOF OF CLAIM, the enacting clause, and necessity for it, is not to give it jurisdictional identity and constitutional authenticity, ensuing from the sole legislative power as constitutionally created and provided for through express constitutional provisions reflecting the sovereign political will of The People, whether prescribed therein or not; and is not to establish the act; and is not to give it permanence, uniformity, and certainty; and is not to provide evidence of its legislative nature; and is not to prevent in adventure, possible mistake, and fraud.

24. PROOF OF CLAIM, an enacting clause is not mandatory for a law to have authority behind it.

25. PROOF OF CLAIM, whereas, the employment and usage of an enacting clause has an ancient and time honored history of usage in law making, its employment and use upon the face of each and every law validly enacted by the General Assembly of the United States of America, and then made law in accordance with, and

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pursuant to, Constitutional provisions, is not absolutely necessary and mandatory for a law to have any binding force, affect or effect over, and upon, a man subject to the source of authority for the laws existence.

26. PROOF OF CLAIM, a motion by a member of either House of the General Assembly to strike out the enacting clause of a "bill" is not the most common method adopted to kill a "bill" and prevent its becoming law, and as such, does not reveal the necessity, importance, and value of an enacting clause in relation to what is able to become law, is considered law, and is law.

27. PROOF OF CLAIM, the enacting clause does not go to the substance, i.e. essence, the material or essential part of a thing, as distinguished from mere "form", its spirit, worth, and value of a law; and therefore does not have substantial, i.e. importance, considerable value, real as opposed to imaginary, solid, true, not merely nominal validity creating, enacting, and promulgating law.

28. PROOF OF CLAIM resolutions, and specifically as this matter may pertain to the actual method employed/used in "enacting" the UNITED STATES CODE, STATE OF ... and LOCAL equivalents, and/or specifically THE ACT OF MARCH 9TH, 1933 and any and all laws implemented based upon that alleged authority and foundation thereof, into law, do have any force or effect as law; and are not merely expressions of opinion; and alteration of the rules; or a vote of thanks or of censure as to a given matter, the subject-matter of which would not properly constitute a statute, and which has only a temporary effect on such matters, whereas a law, is intended to permanently direct and control matters.

29. PROOF OF CLAIM, the Judicial Branch of the national and/or State of ... Governments, working from the Constitution for the United States of America c1819 and State of ... equivalents, which contains no express provision for the use and employment of an enacting clause in the form of its "bills/laws", nevertheless, did not determine, hold, and forever establish the necessity for, and mandatory employment and use of an enacting clause upon the face of each and every law in the matter of "In re Seat of Government," wherein the Supreme Court for Washington Territory in considering an Act to move the seat of Government, which contained no enacting clause, and said territory having no Constitution of its own, and therefore generally governed by that for the United States of America held said Act invalid for want of an enacting clause.

30. PROOF OF CLAIM, whereas, and specifically as this relates to and bear upon the UNITED STATES CODE, STATE OF ... and LOCAL equivalents, including but not limited to THE ACT OF MARCH 9TH, 1933 and any and all laws implemented based upon that alleged authority and foundation thereof, only "bills" exist within the General Assembly; and no "bill" shall become "law" except by a vote of a majority; and every "bill" which passes both Houses of the General Assembly shall be presented to the President for signature (authentication); and every "bill" he approves shall become "law" and, whereas the Maxim of Law states: "A law is not obligatory unless it be promulgated," the usage and employment of an enacting "upon the face" of every law is not mandatory, and does not apply to "bills" as they make their way through the General Assembly; and are not required "upon the face" of every law when and as published; and can be removed from laws in their published/promulgated form as is the case with laws appearing within the UNITED STATES CODE, STATE OF ... and LOCAL equivalents, including but not limited to THE ACT OF MARCH 9TH, 1933 and any and all laws implemented based upon that alleged authority and foundation thereof; and 'on its face' does not mean to be in the same plain view; and this requirement of an enacting clause to be on the face of all laws, from conception and gestation as "bills," to birth in published/promulgated form as laws, is not made clear by authorities of law.

31. PROOF OF CLAIM, whereas a law if 'promulgated' by its being printed, published and made available or accessible by a public document such as an official Statute and/or CODE Book as, e.g. the United States Statutes at Large and/or the UNITED STATES CODE, STATE OF ... and LOCAL equivalents, the removal and absence of this essential, necessary, and, mandatory requisite for the enacting clause to be "on its face" of the law in its promulgated/published form does not apply to its appearance within said "official books"; and can be in some other record book; and its removal or otherwise mysterious absence from said book as in the UNITED STATES CODE, STATE OF ... and LOCAL equivalents, is therefore a valid and lawful publication/promulgation of the law of the United States of America, and State of ... and local equivalents.

32. PROOF OF CLAIM, whereas enacting clauses are required in the promulgation of law; and to be on the face of each and every law; and a law is not obligatory until promulgated; and the legislative will cannot be ascertained in the absence of an enacting clause, nor the authority, nor the nature of the law by those to be bound thereby; such goals, aims, and purposes of an enacting clause in its removal or otherwise apparent absence, as well as all titles, on the face of the laws/statutes contained within the published form known as the UNITED STATES CODE, STATE OF ... and LOCAL equivalents, and/or specifically THE ACT OF MARCH 9TH, 1933 and any and all laws implemented based upon that alleged authority and foundation thereof, are met, achieved, and accomplished; and are in full accordance with and pursuant to the fundamental requirements, requisites, solemnities, concepts, and proven usages of tradition and custom, and fundamental constitutional law-making; and are the valid and lawful laws/statutes of the United States of America, and State of ... and local equivalents.

33. PROOF OF CLAIM, the publication/promulgation of a statute/law within the UNITED STATES CODE, STATE OF ... and LOCAL equivalents, and/or specifically THE ACT OF MARCH 9TH, 1933 and any and all laws implemented based upon that alleged authority and foundation thereof, which remove and or otherwise omit the enacting clause(s), as well as all titles, and are then cited within and upon the face of the alleged warrant of arrest, alleged charging document/instrument (indictment), and the alleged affidavits in support thereof, for a criminal/public offense, that said statute/law is not void for lack/want of said clause, and title, and thereby, are therein, representing an invalid and un-lawful publication/promulgation of said statute/law; and said documents therefore, do charge a valid and lawful offense.

34. PROOF OF CLAIM, the UNITED STATES CODE, STATE OF ... and LOCAL equivalents, is not only "prima facie evidence" of the law of the United States of America, and State of ... and local equivalents.

35. PROOF OF CLAIM, an act of the General Assembly to enact the UNITED STATES CODE, STATE OF ... and LOCAL equivalents, into "positive law," i.e. a general designation for a law that is actually ordained or established sanctions, as distinguished from the law of nature or natural law.

36. PROOF OF CLAIM, the UNITED STATES CODE, STATE OF ... and LOCAL equivalents, were not already "positive law" in accordance with and pursuant to the definition from Bouvier's Law Dictionary cited supra; and any such enactment of such on the part of the General Assembly does raise said statutes contained therein to the level of acts of the General Assembly as would occur with a validly enacted "bill" as "law."

37. PROOF OF CLAIM, any enactment of the UNITED STATES CODE, STATE OF ... and LOCAL equivalents, into "positive law" is not solely a designation which declares and translates to the contents therein having undergone extra proofreading and checking to remove the errors, inconsistencies ("jokers"), and unwise provisions.

38. PROOF OF CLAIM, "legal evidence" is not a general term for most types of evidence which includes "prima facie evidence," "circumstantial evidence," and even "hearsay evidence" when relevant to an issue.

39. PROOF OF CLAIM, the "greatest evidence" of a true law is not one which contains and carries upon its face a valid enacting clause.

40. PROOF OF CLAIM, the UNITED STATES CODE, STATE OF ... and LOCAL equivalents, and/or specifically THE ACT OF MARCH 9TH, 1933 and any and all laws implemented based upon that alleged authority and foundation thereof, was in fact validly enacted as a statute(s)/law(s), and can be construed as such.

41. PROOF OF CLAIM, the drafting of a "bill", or a "resolution" by the General Assembly to enact the UNITED STATES CODE, STATE OF ... and LOCAL equivalents/instrumentalities, including but not limited to THE ACT OF MARCH 9TH, 1933 and any and all laws implemented based upon that alleged authority and foundation thereof, into law, or "positive law," does factually and substantially render the same, law, simply because the General Assembly says it is; and that the General Assembly did in fact draft a "bill" for such purpose, and did not rather draft and employ/use resolution for such a purpose.

42. PROOF OF CLAIM, a single enacting clause employed in the publication/promulgation of the UNITED STATES CODE, STATE OF ... and LOCAL equivalents, and/or specifically THE ACT OF MARCH 9TH, 1933 and any and all laws implemented based upon that alleged authority and foundation thereof, is sufficient for the entire text of this multi-volume, multi-subject, and diverse Code; and such, if not cited from the "Session/Pamphlet Laws", can be called and considered valid law.

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43. PROOF OF CLAIM, whereas all "bills" of the General Assembly must be presented to the President for signature for them to become laws, ALL of the single statute "bills" employed/used for the enactment into law, or "positive law," of the "Codification/Code" published/promulgated as the UNITED STATES CODE, STATE OF ... and LOCAL equivalents, and/or specifically THE ACT OF MARCH 9TH, 1933 and any and all laws implemented based upon that alleged authority and foundation thereof, were in fact so presented to any President; and were signed (authenticated) by any President, and therefore, were validly, and lawfully, ordained and established as law(s).

44. PROOF OF CLAIM, there is not a "Code" requirement for the employment and use of an enacting clause to be in evidence upon the face of every law of the United States of America, and State of ... and local equivalents, as allegedly published/promulgated as the United States Statutes, and State of ... and local equivalents.

45. PROOF OF CLAIM, in order for a court, and specifically the alleged court of record within the above referenced alleged matter, to have the jurisdictional right/authority to decide/act in a matter brought before it, and therein proceed to issue/enter order(s), decision(s) judgment(s), and the like, said court does not have to acquire any and all facets of jurisdiction over and in the parties and "thing" (res) involved in the matter/controversy.

46. PROOF OF CLAIM, if a "named" party in a suit, action, proceeding, indictment, complaint, information, and the like, and specifically the "named" alleged party/defendant within the above referenced alleged matter, is absent from court, there does not exist a want of jurisdiction over said "named" party; and the court, and specifically the alleged court of record within the above referenced alleged matter, can proceed with the trial and all related proceedings.

47. PROOF OF CLAIM, a court's jurisdiction over the person "named" in a matter brought before it, and specifically as this relates to and bears upon the "named" alleged defendant within the above referenced alleged matter, is not conferred upon the court by/through consent, waiver, pleading to the merits, and by the "named" alleged party/defendant/person appearing through counsel.

48. PROOF OF CLAIM, whereas the subject-matter jurisdiction of the court, and specifically that of the alleged court of record within the above referenced matter, involves the actual thing involved in the controversy, e.g. property, money, tort or wrong one committed against another, a contract, marriage, bankruptcy, lien, or the crime or public offense that is allegedly committed, subject-matter jurisdiction would exist if the "thing" involved in the controversy does not, and never did exist.

49. PROOF OF CLAIM, whereas the courts subject matter jurisdiction, and specifically that of the alleged court of record within the above referenced alleged matter, is dependent upon and acquired by the subject-matter, whether by constitutional grant or valid statute, and the subject-matter of an alleged criminal case/cause being the actual crime or offense alleged/charged against the "named" alleged defendant itself, a court does not still lack subject-matter jurisdiction if the crime/offense alleged/charged as a violation(s) of law(s) within, and upon, the face of the alleged warrant of arrest, alleged charging document/instrument (indictment) and alleged affidavits in support thereof is/are invalid, void, and a nullity by reason the violations of law complained of are unconstitutional, or un/non-constitutional for lack/want of nexus (contract), and therefore non-existent and alleging/charging no crime/offense.

50. PROOF OF CLAIM, a law which is invalid and void for being unconstitutional or un/non-constitutional for lack/want of nexus (contract), does not fail in creating and establishing a subject-matter within which a court; and specifically the alleged court of record within the above referenced alleged matter, can exercise jurisdiction due to said alleged statute/law failing to create and establish an actual crime, or thing (res), which is itself the subject-matter of a criminal proceeding.

51. PROOF OF CLAIM, a law that is unconstitutional or a un/non-constitutional law employed/used without nexus (contract) between the authority and the man alleged to be bound thereby, is not void; and a conviction under such can be a lawful/legal cause of imprisonment and/or even sanction; and a conviction and imprisonment imposed/ordered therein under such law is not void.

52. PROOF OF CLAIM, subject-matter jurisdiction, and specifically within the above referenced alleged matter, which is the most critical aspect of the courts authority to act, and specifically the alleged court of record within the above referenced alleged matter, can be waived, or can be conferred by consent, or cannot be objected to at any time, even after judgment for the first time; and there is anything that Undersigned can do, or fail to do, which would cause the issue of subject-matter jurisdiction to be lost, not even a guilty plea or verdict in the alleged matter, which is only a record admission to whatever is well alleged in the indictment.

53. PROOF OF CLAIM, if a law is invalid and void for being unconstitutional, ie containing no enacting clause and or title, or un/non-constitutional when employed/used where there exists a lack/want of nexus, e.g. contract, creating and establishing a relationship between the authority for the un/non-constitutional law and a man bound thereby, and said law is employed/used in alleging/charging a criminal/public offense by citing such law/statute within and upon the face of the alleged warrant of arrest, alleged charging document/instrument (indictment), and alleged affidavits in support thereof, and specifically within the above referenced alleged matter which alleges/charges criminal/public offences cited from the UNITED STATES CODE, STATE OF ... and LOCAL equivalents, and/or specifically THE ACT OF MARCH 9TH, 1933 and any and all laws implemented based upon that alleged authority and foundation thereof, within and upon the face of said alleged warrant, alleged charging document/instrument (indictment), and alleged affidavits in support thereof therein, such employment/use, and citing of said law(s)/statute(s) does not effect and affect the validity, sufficiency, and lawfulness of said alleged documents/instruments, and such do in fact charge an actual crime/offense; and such law/statutes do not render all such alleged warrants, alleged charging documents/instruments, and alleged affidavits in support thereof insufficient and "fatally defective," and therefore VOID; and such law(s)/statute(s) cited within and upon the face of said alleged warrants, alleged charging documents, alleged instruments, and alleged affidavits in support thereof does create a legal, or lawful, cause of punishment for a conviction thereunder; and such law(s)/statute(s) cited within and upon the face of said alleged warrants, alleged charging documents/instruments does not fail to establish/confer subject-matter jurisdiction upon the court; and the employment/use and citing of such law(s)/statutes within and upon the face of such alleged warrants, alleged charging documents/instruments, and alleged affidavits in support thereof does not therefore render ALL proceedings prior to filing of a proper instrument (if it's possible) void ab initio.

54. PROOF OF CLAIM, the term/word "may" as employed by the judge handing down the decision of the court does not mean "SHALL" or "MUST" to the end that justice may not be the slave of grammar.

55. PROOF OF CLAIM, a court, and specifically the alleged court of record within the above referenced alleged matter, which has proper jurisdiction within and over the subject-matter and the "person(s)" in a criminal proceeding, and therefore, has the right to decide in the matter and decide wrongly in its judgment, which would only be found upon appeal as "error," a court lacking/wanting subject-matter jurisdiction for lack/want of a "sufficient" alleged warrant of arrest, alleged charging instrument/document, e.g. an indictment, and alleged affidavits in support thereof, which allege/charge a violation(s) of a non-existent criminal/public offense(s) for lack/want of a valid, lawful, constitutional, and existing law(s), or which allege/charge a violation(s) of a un/non-constitutional criminal/public offense(s) lacking/wanting nexus, e.g. contract, between the parties, does not in such circumstances, therefore, render ANY AND ALL orders, decisions, and judgments of said court VOID, unenforceable, and without any force, affect or effect whatsoever ab initio.

56. PROOF OF CLAIM, the court's "plenary power", i.e. entire, complete, absolute, perfect, unqualified inherent authority to, inter alia, not only decide, but to make binding orders and judgments, and specifically the "plenary powers" of the alleged court of record within the above referenced alleged matter, are not resident in the "office of a/the judge," which upon "perfection of title" thereto by a judge taking and subscribing a valid and lawful "oath of office" secured by a "fidelity bond" (or however termed/styled) thereupon are then conferred upon the judge; and in the absence of such acts to "perfect title" to said "office" by a judge, said powers are conferred; and said office is not vacant and, all orders, decisions, and judgments rendered by the judge having so failed to "perfect title" to the office s/he holds are not void ab initio, therefore, unenforceable, and without force, affect or effect.

57. PROOF OF CLAIM, a judge, without having perfected title to his/her office and, therefore, without right to exercise/use the "plenary powers" resident therein, and specifically the judge within the above referenced alleged matter, is not conferring the title and therein, acts of "False Personation," "Usurpation," "Fraud," "False Pretenses," "Deceptive and Fraudulent Business Practices", and operating, alone or in concert, a "Confidence Game", for which any or all such acts would not operate to render void ab initio, unenforceable, and of no binding force, affect or effect ALL decisions, orders, and judgments of such a judge.

58. PROOF OF CLAIM, a judge who has failed to "perfect title" to his/her "office" and, therefore, has no lawful NOR legal right to exercise/use the "plenary powers" resident therein, and specifically as this matter relates to and bears upon the judge within the above referenced alleged matter, is not therein acting and

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holding said "office" in the character thus un-lawfully assumed to deceive others, and thereby, and therein, gain some profit or advantage and/or some right or privilege belonging to the one so falsely personated, and is not thereby, and therein, acting and holding the "office of a judge" under "color-of-law" i.e., an appearance, semblance as distinguished from that which is real, valid, and lawful, a prima facie or apparent authority (not actual authority, but that which a Principal holds out as possessing) and is not therefore operating and functioning as a "judge de facto", i.e. having no authority and right thereto by lawful title, and would not render all decisions, orders, and judgments of such a judge void ab initio, unenforceable, and of no force, affect or effect.

59. PROOF OF CLAIM, a judge who has failed to "perfect title" to his "office" and thereby, and therein, has no right to exercise/use the "plenary powers" resident within the "office of a judge," and specifically as this relates to and bears upon the judge and said "office" within the above referenced alleged matter, is not operating and functioning in the capacity of a judge through trespass of title and "usurpation" of powers; and such acts of "usurpation" and trespass do not constitute acts of fraud (extrinsic and/or collateral) by an "agent" of a principal and power appearing of a foreign nature and character, acting to gain an undue or unconscientious advantage over another, and specifically the Undersigned as this matter relates to and bears upon the above referenced alleged matter, for which said acts of "fraud" do not vitiate and render void, ab initio, unenforceable, and of no force, affect or effect ALL decisions, orders, and judgments of such a trespassing, usurping, and de facto judge.

60. PROOF OF CLAIM, the "presiding judge" within the above referenced alleged matter was not acting therein without having "perfected title" to his/her office; and thereby, and therein, was not "trespassing upon title" to said "office"; and thereby, and therein, was not "usurping" the right of, and right to, exercise/use (falsely holding out possession coupled with use) the "plenary powers" resident within said "office"; and did possess lawful title to said "office", and the right of, and right to, exercise/use of said powers, and was not therefore acting under "color-of-law," "False Personation," "False Pretenses," "Usurpation," "Fraud," "Deceptive and Fraudulent Business Practices," and operating alone, or in concert, a "Confidence Game"; and did not thereby, and therein, commit "constitutional impermissible acts", or "ultra vires" acts, or "illegal" acts upon, and against, the Undersigned within the above referenced alleged matter; and all decisions, orders, and the judgment entered/rendered within said alleged matter are valid, enforceable, and of binding force, affect or effect. NOTE: Response to this Proof of Claim will require the Respondent(s) to provide "CERTIFIED" true, correct, and complete copies of those documents and "Credentials" which Respondent(s) may be relying on to support any and all claims that Respondent(s) brings forth to include but not limited to Oath(s) of office and bonding of the "presiding judge" within the above referenced alleged matter.

61. PROOF OF CLAIM, a "void judgment" is not an absolute and complete nullity from the beginning (ab initio) even before reversal; and acts performed under it are not also nullities; and it is in law a judgment at all; and is entitled to any respect whatsoever, as it does affect, effect, impair, or create legal rights; and is not mere waste paper; and it does have binding force, affect or effect; and does bind anybody or anyone; and is good anywhere; and is not bad everywhere; and is capable therefore of enforcement in any manner or to any degree.

62. PROOF OF CLAIM, "faches" and "lapses in time" are applicable to void judgments; and such do create any form of estoppel which operates/functions to prevent/bar a party bound under a void judgment from obtaining relief and remedy therefrom; and void judgments are capable of confirmation or ratification, specifically as this matter relates to, and bears upon, the above referenced alleged matter.

63. PROOF OF CLAIM that "void judgments" cannot be attacked collaterally (i.e. an attempt to impeach, i.e. to dispute, disparage, deny, or contradict; as to impeach a judgment or decree) the judgment by matters de hors, i.e. out of, without, beyond, foreign to, foreign to the record [See: 3 Bl. Comm. 38] in an action other than that in which it was rendered; an attempt to avoid, defeat, or evade it, or deny its force and effect in some incidental proceeding not provided by law for the express purpose of attacking it, and specifically as this relates to, and bears upon, the above referenced alleged matter.

64. PROOF OF CLAIM, a "collateral attack" against/upon a "void judgment" is not any proceeding or "procedure" out of/foreign to the record, and specifically the record of the alleged court of record within the above referenced alleged matter, in an action/process other than that in which the void judgment was rendered, in an attempt to avoid, defeat, evade, or deny the force, affect and effect of the void judgment.

65. PROOF OF CLAIM, "procedure" is not defined as a "Series of Symbolic Actions, generally accompanied by words, and in developed societies, by the Exhibition of Written Documents, by means of which Rights or Liberties guaranteed by a society are reasserted by its individual members. Reassertion is the Essence of Procedure, for in the sense in which we shall use the term, it assumes an already violated right.

66. PROOF OF CLAIM, there is a specific or set procedure for a "collateral attack" against/upon, and in relation/regards to a "void judgment", and specifically within the above referenced alleged matter.

67. PROOF OF CLAIM, this Conditional Acceptance for Value for Proof of Claim, as a "Private Administrative Procedure" in the nature of Bill of Discovery and Validation of Debt, cannot be utilized/employed/used, and the like by the Undersigned as a "collateral attack" against/upon, and in relation/regards to, a "void judgment" to "set the agreement" of the "parties", i.e. the Respondents and the Undersigned, specifically in application to/with the above referenced alleged matter, and thereby, and therein, avoid, defeat, evade, and deny the validity, lawfulness, procedural legality, enforceability, and force, affect and effect of said judgment entered/rendered in said alleged matter; and thereby, and therein, acquire relief and "remedy", which includes "rights;" and thereby, and therein, reassert a Right already violated to obtain relief and remedy through the "personal relieving" of the corpus, Liberty, and all property of the Undersigned's un-lawfully (and illegally) taken, seized, distrained, and the like resulting from the "void judgment" of said court within said alleged matter and currently warehoused within the "field warehouse", also known by any and all derivatives and variations in the spelling of said name, operating/functioning as an Instrument/arm/unit of the alleged "Bonded" "FEDERAL" warehousing agency, STATE OF ... and LOCAL equivalents/instrumentalities, foreign to the United States of America body, State of ... and Local equivalents/instrumentalities, a Private Corporation, Military Based Operation, also known by all derivatives and variations in the spelling of said name.

68. PROOF OF CLAIM, the jurisdiction, and specifically that of the alleged court of record within the above referenced alleged matter, of the court, i.e. in personam, territorial, political and subject-matter jurisdiction and other, does not have to be proven; and all jurisdictional facts related to the jurisdiction asserted does not have to be proven upon the record; and once jurisdiction is raised, the burden does not shift to the court, and specifically the alleged court of record within the above referenced alleged matter, to prove jurisdiction; and the court, and specifically the alleged court of record within the above referenced alleged matter, does have authority to reach merits, and should not rather dismiss the cause of action; and jurisdiction can be assumed, and does not have to be proven to exist and decided.

69. PROOF OF CLAIM, the court and specifically the alleged court of record within the above referenced alleged matter, does not have the power and duty to vacate a "void judgment"; and relief from a "void judgment" is a discretionary matter and is not mandatory; and principles of res judicata and the concomitant/subsequent consequences thereof will be applied to a "void judgment"; and a "void judgment" cannot be vacated any time.

70. PROOF OF CLAIM, it is necessary for one to take any steps to have a "void judgment" reversed/vacated/set aside.

71. PROOF OF CLAIM, a judgment of a court, and specifically the judgment of the alleged court of record within the above referenced alleged matter, is not void as long as there is an arguable basis for subject-matter jurisdiction.

72. PROOF OF CLAIM, that "judgments and other documents" of a court, and specifically the judgment of the alleged court of record within the above referenced alleged matter, is not a form of "bond," i.e. a negotiable instrument evidencing debt, and then only for raising revenue.

73. PROOF OF CLAIM, whereas the "test of jurisdiction" of a court is its right to decide; the judgment of a court, and specifically the judgment of the alleged court of record within the above referenced matter, which had no jurisdiction at the time the judgment was entered/rendered, is not therefore absolutely void and subject to defeat collaterally, as in this Conditional Acceptance for Value For Proof of Claim.

74. PROOF OF CLAIM, even if a "void judgment" is affirmed on appeal, it is thereby rendered valid.



75. PROOF OF CLAIM, when jurisdiction, i.e. in personam, territorial, political, subject-matter jurisdiction and other, is lacking/wanting by a court, and specifically the alleged court of record within the above referenced alleged matter, the court does not have to dismiss the cause of action; and its neglect or refusal to do so is not usurpation.

76. PROOF OF CLAIM, whereas the parties involved within the above referenced alleged matter may be in a "legal" sense immune from any claims that they are guilty of corruption due to their "proper" exercise of jurisdiction, this same immunity does hold and shield said parties, and Respondent(s), for their acts, whether of commission or omission, wherein they lack/want jurisdiction, perfection of title to "office," right to exercise/use the "plenary powers" resident therein, and in fact without Lawful/legal authority, once this lack/want of right/power/authority, and the like has been raised through NOTICE and WARNING as within this Conditional Acceptance for Value For Proof Of Claim, relating to and bearing upon the above referenced alleged matter; and said parties or Respondent(s), therein choose to ignore said Notice and Warning, and essentially proceed as if the said judgment is valid by refusing to perform their duty/obligation to vacate said judgment upon agreement, whether expressed or tacit, with the Undersigned that judgment is in fact VOID ab initio, unenforceable, and of no binding force or effect; and would not thereby establish and demonstrate Respondent(s) failure to perform in accordance with, and pursuant to, the terms and conditions of their voluntary commercial indenture through failure, of duty and obligation, to vacate the judgment in the above referenced alleged matter, issue an "Order of Release" (termination statement) which would not constitute, and establish acts of, "usurpation," and conspiracy therein, and thereto.

77. PROOF OF CLAIM, courts, and specifically the alleged court of record within the above referenced alleged matter, will not, and did/do not, make use of a concept/rule known as "Constitutional Avoidance" in deciding matters to avoid conflict with the Constitution or Bill of Rights; and will not, and do not, always adopt the interpretation of the alleged statute/law (or matter under consideration before the court) which avoids a conflict with the Constitution; or will not dispose of matters by some other means which avoids the Constitution altogether if possible.

78. PROOF OF CLAIM, a court, and specifically the alleged court of record within the above referenced alleged matter, when confronted with a case/cause brought before it which appears "on its face" to be founded upon unconstitutional statute/law, will not tacitly, if not expressly, look to a "contract" or "quasi contract," real or presumed, expressed or implied, revealed or unrevealed which will act as a nexus (relationship) between the parties from which the court can assume its right to decide and thereby, and therein, bind the "named" alleged defendant to the "un/non-constitutional" source of authority for the existence of the statute/law acting as the terms/conditions of said contract, in which the "named" alleged defendant is alleged/charged as violating or being in breach thereof, and thereby, and therein, avoid the constitutional conflict/question altogether.

79. PROOF OF CLAIM, the alleged court of record within the above referenced alleged matter did not look to, and rely thereupon, an alleged charging document/instrument (indictment), and alleged affidavit in support thereof, by which, and through which, said court assumed its right to decide which was not "fatally defective" for alleging/charging violation(s) of statute(s)/law(s) cited from the UNITED STATES CODE, STATE OF ... and LOCAL equivalents, which on their face contain and exhibit no enacting clause(s) evidencing the will of the General Assembly that such is to exist as Statute(s)/law(s) of the United States of America, State of ... and Local equivalents, NOR any authority for their existence, NOR titles, and thereby, and therein, providing no evidence as to their nature, which in accordance with, and pursuant to, the lex non scripta and fundamental concepts, requisites, essentials, and solemnities of law-making derived from the usages of time honored, proven, and ancient traditions, customs and fundamental constitutional principles of law-making do not render said alleged/charged violation(s) of said statute(s)/law(s)/code(s) VOID, unenforceable, and of no binding force, affect and effect for their failure to create a criminal/public offense for which the "named" alleged defendant can be convicted and punished for, therefore, failing to create a subject-matter (crime) for the alleged court of record within the above referenced alleged matter to assume any jurisdiction in, over, upon, and the like. [See: H.R. 3190 (80th Congress, 1947-1948). Pub.L. 80-772; specifically April 24, 1947, H.R. Rep. No. 304, 80th Cong., 1st Sess., 100 app. (1947); 93 Cong. Rec. 5048-49, 5121; May 12, 1947, 93 Cong. Rec. 5049 (no quorum present, cf. U.S. Cons. Art. I, § 5, cl. 1, Art. I, § 7, cl. 2); S. Con. Res. 33, 93 Cong. Rec. 10522, 10439, July 26, 1947; 94 Cong. Rec. 8075, June 14, 1948; S. Rep. 1620, 80th Cong., 2d Sess. 2430, June 18, 1948; 94 Cong. Rec. 8864; Daily Digest, 94 Cong. Rec. D556-557, 80th Congress, June 18, 1948; 94 Cong. Rec. 8864-65; see S. Rept. 1620, 80th Cong., 2d Sess. 2430 (1948); 94 Cong. Rec. 9158; 94 Cong. Rec. 9354, 9363, 9365, June 19, 1948; and 94 Cong. Rec. 9367, June 25, 1947.]

80. PROOF OF CLAIM, the alleged court of record within the above reference alleged matter did not tacitly determine, and assume, its jurisdiction over, and upon, the alleged parties within said alleged matter based upon some "contract," real or presumed, expressed or implied, revealed or unrevealed as an "un/non-constitutional other ground" within, and upon, which it proceeded to exercise its right to decide, render/enter a judgment therein, and thereby avoid the constitutional conflict/question altogether.

81. PROOF OF CLAIM, contracts do not supersede the Constitution, the law therein, and thereof, as well as ALL constraints, prohibitions, and provisions therein expressed, because contracts arise not from the Constitution, but from without the Constitution, based upon a man's unalienable, and unlimited, Right to privately contract which cannot be impaired.

82. PROOF OF CLAIM, the alleged court of record within the above referenced alleged matter, did fully disclose in good faith and with clean hands, to the "named" alleged defendant within said alleged matter, or the Undersigned, any contract or quasi-contract, real or presumed, expressed or implied, revealed or unrevealed from which said court formed for itself an "un/non-constitutional other ground" upon which, and within which, it assumed its jurisdiction, i.e. its right to decide, and thereby, and therein, exercise its power to enter/render a judgment therein, and avoid the constitutional conflict/question altogether.

83. PROOF OF CLAIM, the alleged court of record within the above referenced alleged matter by resorting to a contract or quasi-contract, real or presumed, expressed or implied, revealed or unrevealed between the parties, i.e. the "named" alleged defendant and source of authority for the existence of said "un/non-constitutional" Statute(s)/law(s), acting therein, and thereby, to bind the "named" alleged defendant to said source of authority, and thereby to said statute(s)/law(s)/code(s) alleged/charged to have been violated/breached by the "named" alleged defendant, does not thereby, and therein, Declare and Affirm tacitly, if not expressly, the unconstitutional nature of the alleged statute(s)/law(s)/code(s) cited within, and upon the face of, the alleged charging document/instrument (indictment), and alleged affidavit in support thereof, provided by an alleged party thereto; and does not conversely Declare and Affirm the "un/non-constitutional" nature of said statute(s)/law(s)/code(s) alleged/charged as having been violated or breached.

84. PROOF OF CLAIM, the source of authority for the existence of the statutes(s)/law(s)/code(s) alleged/charged as having been violated/breached by the "named" alleged defendant within the above referenced alleged matter as cited within, and upon, the face of the alleged charging document/instrument (information), and alleged affidavit in support thereof, employed/used by the District Attorney's Office and the alleged court of record within said matter is not, and does not, represent a "foreign source of authority" to the "named" alleged defendant without there existing a contract creating a relationship, and establishing a nexus with/to said source of authority and the "named" alleged defendant in said alleged matter, and the Undersigned's "State-In-Being," and "State-In-Fact."

85. PROOF OF CLAIM, whereas a "relationship" must exist and be established between a source of authority for a statute's/law's/code's existence and a man to be bound thereby; and whereas the "relationship" presumed to have been established and existing between the "named" alleged defendant and the Undersigned within the above referenced alleged matter, and the source of authority for the existence of the "un/non-constitutional" statute(s)/law(s)/code(s) as cited within and upon the face of the alleged warrant of arrest, alleged charging document/instrument (indictment), and alleged affidavits in support thereof within same alleged matter, presumed to have arisen from some "contract" or "quasi contract," real or presumed, expressed or implied, revealed or unrevealed which creates and establishes said "relationship/nexus" as one of contractual obligations between the parties to said contract, such does not define and reveal the nature and cause of said alleged matter, and ALL proceedings therein, as some form of suit/libel in equity/chancery/admiralty arising from some alleged/charged violation(s) of terms and conditions of said alleged contract for a tort, fault, misconduct or malfeasance arising therefrom on the part of the "named" alleged defendant in said alleged matter, alleged/charged as being in "breach" of duty/obligation arising from said "contract" as an action ex delicto.

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86. PROOF OF CLAIM, the actual nature and cause of the above referenced alleged matter and ALL proceedings, procedures, and processes therein, were in fact fully disclosed and explained to the "named" alleged defendant and the Undersigned in said alleged matter by the Presiding Judge, any acting party thereto, and or the alleged court of record appointed Defense Attorney; and such full disclosure does appear upon the face of the record of the alleged court of record, but said facts relating to the actual nature and cause of said alleged matter were not rather actively and purposely concealed and hidden by said "Officer(s)" of the THE UNITED STATES OF AMERICA and/or "COURT", or STATE OF ... and LOCAL equivalents/instrumentalities, which thereby, and therein, constituted and established acts of fraud against and upon the "named" alleged defendant and the Undersigned within said alleged matters by said "Officers."

87. PROOF OF CLAIM, the legal status of these "un/non-constitutional legislative entities" operating/functioning as sources of authority for these so-called "Revised Codes/Statutes", and specifically the UNITED STATES CODE, STATE OF ... and LOCAL equivalents, and/or specifically THE ACT OF MARCH 9TH, 1933 and any and all laws implemented based upon that alleged authority and foundation thereof, is not that of a corporation/quasi corporation, which is also created by statute.

88. PROOF OF CLAIM, that the Legislative Reference Bureau, STATE OF ... and LOCAL equivalents, created by Act of April 27, 1909, P.L. 208, and, reorganized by Act of May 7, 1923, P.L. 158, as a legislative "agency" with the primary function to draft and pass upon legislative bills and resolutions for introduction in the General Assembly; and to prepare for "adoption" by the General Assembly, "Codes" by topics, of the existing general statutes for which it was handed over statutory authority in 1974 to publish an "official publication" of the UNITED STATES CODE, STATE OF ... and LOCAL equivalents, is not operating/functioning as a "un/non-constitutional legislative entity"; and is not operating or functioning as a foreign corporate entity representing the source of authority for the existence of statute(s)/law(s) known as the UNITED STATES CODE, STATE OF ... and LOCAL equivalents, in the capacity of an "administrative law agency" administering the corporate affairs, and public of that which created it, by statute.

89. PROOF OF CLAIM, these alleged statute(s)/law(s)/code(s) of this "un/non-constitutional legislative entity", i.e. the Legislative Reference Bureau, STATE OF ... and LOCAL equivalents, operating/functioning as a foreign corporate "administrative law agency" are not by nature the private "by-laws" of a "corporation" for the administration of its internal government and public; and are binding and of force, affect or effect over and upon the private, non-enfranchised, and non-assumpsit's thereto, and therewith, living, breathing, flesh-and-blood man, i.e. a man; and as such, are not ultimately governed by, through, and within the realm of commercial law as adopted and codified within the UNITED STATES CODE, and STATE OF ... and LOCAL equivalents, thereby, and therein, representing commercial law for operating/functioning in commerce.

90. PROOF OF CLAIM, whereas the Constitution for the United States of America c1819 at Article I, Section 8 and 10 clearly prohibits the Congress from printing and issuing Federal Reserve Notes as it is a constitutional entity, or purportedly so, and its actions are limited thereby, and therein, a corporation or trust is not, e.g. the Federal Reserve System, created by Congressional Act in 1913, and as a "un/non-constitutional Congressional entity" without the Constitution, and therefore not bound NOR encumbered by said document/instrument, may proceed to print and issue money (currency) which would be an unconstitutional form of money for Congress, restrained as it is, by the instrument/document of its creation, these "un/non-constitutional legislative entities", e.g. the Legislative Reference Bureau, STATE OF ... and LOCAL equivalents, and the alleged statute(s)/law(s)/code(s) they create/generate is not a "un/non-constitutional" issue having no nexus with the said Constitution; and the binding force, affect or effect of said statute(s)/law(s)/code(s) is not established/created solely from, or by, contract between the parties, which once silent judicial notice of said contract is taken by the presiding judge, whether real or presumed, expressed or implied, revealed or unrevealed, therein operates/functions to bind the "named" alleged defendant in the alleged matter, and specifically the "named" alleged defendant within the above referenced alleged matter, to the alleged/charged violation(s) of statute(s)/law(s)/code(s) cited within and upon the face of the alleged warrant of arrest, alleged charging document/instrument (indictment), and alleged affidavits in support thereof, and specifically within the above referenced alleged matter, unless said judicial presumption of a contract is rebutted.

Please note that although it is the UNITED STATES DEPARTMENT OF THE TREASURY who prints the so-called Federal Reserve notes, these notes have no value and are not backed by anything.

"Federal Reserve notes are not redeemable, and receive no backing by anything. This has been the case since 1933. The notes have no value for themselves," this is taken from the official website of the UNITED STATES financial expert, the UNITED STATES DEPARTMENT OF THE TREASURY whose job it is to print the money to be utilized by the public, and note how they say that since the government declared bankruptcy in 1933 their notes have had no value.

An official website of the UNITED STATES Government

U.S. DEPARTMENT OF THE TREASURY

<https://www.treasury.gov/resource-center/fact/Currency/Facts/fovt-tender.aspx>

The Federal Reserve Issues bookkeeping entry credit, there is no constitutional amendment permitting the Federal Reserve and/or the treasury to create worthless items and declared them to be currency. The Constitution has held that the monies created by Congress must have a value, and this is not a market value but a national currency value. Federal Reserve bookkeeping entry credit is not regulated by Congress, making this process by the Federal Reserve, the issuance of bookkeeping entry credit, unconstitutional. That is, unless and until you can provide facts and conclusions of law, and not opinion, to the contrary.

91. PROOF OF CLAIM, where an American alleged defendant and the Undersigned before an American court, charged with the violation of a statute/law/code of the French Parliament, to which he mounts a defense upon an "unconstitutional" issue of a law violating his alleged 4th and 5th Amendment rights, and its being repugnant to the Constitution, the presiding judge would have committed an "error in judgment" were s/he to hold that said statute/law/code (regardless of how apparently corrupt and fascist this holding may seem to paint said court and judge) is not "unconstitutional"; and such a holding and statement of the judge is not a tacit affirmation on the part of said judge that the matter was improperly presented as an "unconstitutional issue" when it should have been presented as a "un/non-constitutional" issue, i.e. a law/statute/code outside and foreign to the Constitution, which would have acted to focus upon and address the nature of said statute/law/code and the lack/want of relationship (contract or otherwise) existing between said alleged defendant and the Undersigned and the source of authority for the existence of said statute/law/code to which, for said lack/want of relationship, said alleged defendant and the Undersigned has no duty NOR obligation to follow, comply with, NOR obey.

92. PROOF OF CLAIM, whereas the issue of a trial or hearing exists when the plaintiff and alleged defendant arrive at some specific matter in which one affirms and the others denies, a court does not create the issue by asking the "named" defendant how he disputes to the charges.

93. PROOF OF CLAIM, if there is a statute/law/code within, and upon, the face of an alleged charging document/instrument which alleges/charges a violation of an unconstitutional statute/law/code, or is from another state, or legal entity, or even a "un/non-constitutional legislative entity," such as those statutes/laws/code cited from the UNITED STATES CODE, and STATE OF ... and LOCAL equivalents, including but not limited to THE ACT OF MARCH 9TH, 1933 and any and all laws implemented based upon that alleged authority and foundation thereof, within and upon the face of the alleged warrant of arrest, alleged charging document/instrument (indictment), and alleged affidavits in support thereof within the above referenced alleged matter, an alleged defendant, and specifically the "named" alleged defendant and the Undersigned within the above referenced alleged matter, in the act of entering a plea or verdict thereto, and therein, does not thereby, and therein, admit to the genuines of said alleged "charging document/instrument (indictment); and does not admit to the validity of the

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statute(s)/law(s)/code(s) cited therein; and does not thereby form the issue for trial which would exist even without a plea, and without which there would be anything before the court or jury for trial.

94. PROOF OF CLAIM, it appears within, and upon, the face of the record of the alleged court of record in the above referenced alleged matter, the nature of the statute(s)/law(s)/code(s) cited within, and upon, the face of the alleged warrant of arrest, alleged charging document/instrument (indictment), and alleged affidavits in support thereof, as relied upon by said court to assume its jurisdiction in the case/cause and over and upon the parties therein; and the consequences of entering a plea, as established supra at Proof of Claim No. 92 and 93, were disclosed to the "named" alleged defendant within the above referenced alleged matter by ANY "officer" of said court and/ or THE UNITED STATES OF AMERICA, and STATE OF ... and LOCAL equivalents; and was not rather actively concealed and hidden from the "named" alleged defendant and the Undersigned by said "officers"; and such concealment does not operate to constitute/establish acts of fraud upon and against the "named" alleged defendant and the Undersigned within the above referenced alleged matter.

95. PROOF OF CLAIM, the proceedings in which the "named" alleged defendant and the Undersigned were subjected to within the above referenced alleged matter, were not in equity/chancery and/or admiralty; and the conflict was not with a "un/non-constitutional" source of authority for the existence of the statute(s)/law(s)/code(s) alleged/charged as violated within, and upon, the face of the alleged warrant of arrest, alleged charging document/instrument (indictment), and alleged affidavits in support thereof.

96. PROOF OF CLAIM, courts and the legal system today, and specifically the alleged court of record within the above referenced alleged matter, can, and do, recognize and proceed upon common-law crimes/offense, and therefore acts, which are made crimes/offenses, are not made so by statute, or rather "Code."

97. PROOF OF CLAIM, all crimes are not commercial. [See: Constitution for the United States of America c1819, Art. I, § 8, cl. 3 and 18; accord specifically THE ACT OF MARCH 9TH, 1933 and any and all laws implemented based upon that alleged authority and foundation; Title 27 CFR § 72.11.]

98. PROOF OF CLAIM, the lack/want of subject-matter jurisdiction, and all other facets as well, cannot stop a court, and specifically the alleged court of record within the above referenced alleged matter, from proceeding; and does not void ALL orders, decisions, judgments, and the like of said court as it cannot be waived, may be asserted at anytime, even after trial for the first time, and is not affected by NOR negated by the act of entering a plea, not even a guilty plea, as such would confess nothing; and this lack/want of subject-matter jurisdiction, and all other facets as well, whether ensuing from a fatally defective alleged warrant of arrest or alleged charging document/instrument, e.g. an indictment as in the above referenced alleged matter, for employing/using and citing "unconstitutional statute(s)/law(s)/code(s), or "un/non-constitutional" statute(s)/law(s)/code(s) without nexus (relationship), e.g. contract or otherwise, established and existing between the parties, does not effectuate the same result, i.e. the judgment is VOID and a complete nullity ab initio, unenforceable, and without binding force, affect and effect, even before reversal.

99. PROOF OF CLAIM, whereas other State Supreme Courts have held these so-called "Revised Codes," or however termed/styled, not to be the law of their respective states, the UNITED STATES CODE, STATE OF ... and LOCAL equivalents, is any different from these other so-called "Revised Codes" and is the law of the United States of America, State of ... and Local equivalents/instrumentalities.

100. PROOF OF CLAIM, all jurisdiction with, and of, the THE UNITED STATES OF AMERICA, and STATE OF ... and LOCAL equivalents, is not by "contract"; and said contractual constraints are not binding upon ANY and ALL courts within said Juridical constructs, and the jurisdiction exercised therein.

101. PROOF OF CLAIM, the "Executive Power", i.e. the administrative branch of Government, state and federal/national, as created, ordained, and established within the written document/instrument for its existence, is not limited and guided by the "law of the land."

102. PROOF OF CLAIM, the "law of the land" and "due process of law" do not have the same meaning; and the law intended by the Constitution, state and federal/national, is not the common-law.

103. PROOF OF CLAIM, the "due process of law" clause as expressly written within the Constitution for the United States of America c1819, does not make and establish the common-law the "law of the land."

104. PROOF OF CLAIM, the common-law is not the foundation of "due process of law."

105. PROOF OF CLAIM, "due process of law" and "the law of the land" does not declare that a man cannot be deprived of his liberty, or property, unless by the judgment of his peers or the law of the land.

106. PROOF OF CLAIM, "due process of law" and what constitutes same is determined by the "Legislative Power" of Government, state and/or federal/national, and specifically that as exercised by the General Assembly of the present existing THE UNITED STATES OF AMERICA, and STATE OF ... and LOCAL equivalents/instrumentalities, within and/or through its statutes/codes/laws; and is not a restraint upon the legislative, as well as the executive and judicial powers of Government.

107. PROOF OF CLAIM, whereas the Congress of the federal Government is not free to make any process it deems fit as constituting "due process of law," the General Assembly of the THE UNITED STATES OF AMERICA, and STATE OF ... and LOCAL equivalents/instrumentalities, are free to make any process they may deem fit as constituting due process of law.

108. PROOF OF CLAIM, what constitutes "due process of law" is not to be ascertained by an examination of the settled usages and mode of proceeding in the common and statute laws of England before the immigration of The People to this land and adoption of any Constitution.

109. PROOF OF CLAIM, the "due process of law" clause, i.e. the common-law as defined herein above, does not govern what the law on arrest is on the land, and where it exists, the most statutes can be, and specifically as contained within the UNITED STATES CODE, and STATE OF ... and LOCAL equivalents, is not declaratory of the common-law; and, if there is no direct language in the constitution of a state, and specifically as this relates to and bears upon said Constitution for the United States of America c1819, directing what procedure or process is to be followed, the common-law made the "law of the land" through the due process clause of the Constitution for the United States of America c1819, is not to be the "due process of law" followed and enforced within the states, as opposed to some legislative statute(s)/code(s) (validly enacted or otherwise), or a city ordinance.

110. PROOF OF CLAIM, that a law enforcement officer, however such may be termed/styled, who does not abide by the "law of the land", i.e. the common-law as adopted through the due process clause of the Constitution for the United States of America c1819, are not trespassers.

111. PROOF OF CLAIM, in matters relating to, and bearing upon, arrests, fundamental law, i.e. the organic law, i.e. the Constitution, is not controlling over and upon legislative statutes, and specifically the UNITED STATES CODE, and STATE OF ... and LOCAL equivalents, and is not therefore the prevailing law.

112. PROOF OF CLAIM, "due process of law" by which a man may be deprived of his liberty, and property, is not that process which existed at common-law.

113. PROOF OF CLAIM, a man can be arrested upon a warrant without "due process of law."

114. PROOF OF CLAIM, "due process of law" does not have the same meaning throughout America.

115. PROOF OF CLAIM, in a criminal proceeding where an arrest is made without warrant, an invalid warrant, or a warrant illegally/un-lawfully executed, the burden is not upon the THE UNITED STATES OF AMERICA, and/or STATE OF ... and LOCAL equivalents, as this matter relates to and bears upon the above referenced alleged matter, to justify the arrest upon said warrant, or lack thereof, and subsequent criminal proceedings, as one not violating of Constitutional provisions, and the invalidity of the arrest will not render any search invalid and ALL evidence obtained inadmissible.

116. PROOF OF CLAIM, the warrant used/employed by an arresting officer in executing said arrest must not be in said officer's possession.

117. PROOF OF CLAIM, "possession" of a warrant of arrest by the arresting officer, as required by the Constitution, does not mandate it must be in the hand or pocket of said officer, and said "possession" does not mandate, require, and establish that said warrant must be so nearby as to show it upon request with reasonable promptness.

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118. PROOF OF CLAIM, where an offense is not committed in the presence of an officer, as in the above referenced alleged matter, in making an arrest for said offense, said officer does not need to have the warrant for arrest in his actual possession if the arrest is to be lawful.
119. PROOF OF CLAIM, knowledge of the issuance and existence of a warrant of arrest by the party named therein does relax, or even do away with, the requirement that the arresting officer must be in possession of the warrant.
120. PROOF OF CLAIM, a warrant of arrest must not be shown and read to a man allegedly named therein, and being placed under arrest, or informed of being under arrest, if requested to do so.
121. PROOF OF CLAIM, failure to show or display a warrant when a warrant for an arrest allegedly exists, the arrest does not thereby, and therein, become unlawful/illegal.
122. PROOF OF CLAIM, the primary reason for the officer to have the warrant in his possession when making an arrest under the warrant is not so that it can be shown to the one arrested, so that he may know the authority by which he is being deprived of his liberty.
123. PROOF OF CLAIM, the argument that officers are free to arrest because there is a warrant "outstanding" is not nullified by the requirement of law that one arresting under a warrant must show it if requested to do so, which is not manifestly impossible unless the arresting officer has the warrant in his possession at the time of arrest.
124. PROOF OF CLAIM, any statute/code/law, validly enacted or otherwise, requiring the warrant to be shown upon arrest, and specifically within, the UNITED STATES CODE, Federal Rules of Civil Procedure, Supplementary Rules of Admiralty, and the Federal Rules of Criminal Procedure, and STATE OF ... and LOCAL equivalents, is not but declaratory of the "due process of law" procedure(s) that must be followed in an arrest; and therefore a statute requiring a warrant to be shown upon arrest is needed, and where such a statute exists, it is not merely redundant in nature.
125. PROOF OF CLAIM, the reason for the duty of the arresting officer executing a warrant of arrest to explain the cause, for which the warrant issued, to the party arrested is not to state the nature and substance of the process which gives the arresting officer the authority which he professes to exercise; and if it is demanded of the arresting officer, to produce and exhibit it to the arrested party for his perusal that he may have no excuse for resistance.
126. PROOF OF CLAIM, a prima facie invalid warrant will not be, and is not, regarded as any warrant, and an officer attempting to execute an arrest there under of the party named therein is protected by it.
127. PROOF OF CLAIM, both a proper subject-matter, in personam, political and geographical jurisdiction are not necessary and essential for a valid warrant.
128. PROOF OF CLAIM, the question of jurisdiction cannot be raised at any time; and consent and/or waiver can confer or grant jurisdiction; and a court, and specifically the alleged court of record within the above referenced alleged matter, does have any authority to proceed where it appears from the record that it has no authority due to an insufficient warrant of arrest.
129. PROOF OF CLAIM, whenever a warrant of arrest is invalid on its face, or where it is only a summons, the arresting officer, or officer attempting to execute service thereof, upon the party named therein, said officer is not liable for damages.
130. PROOF OF CLAIM, the requirements of what a warrant of arrest should contain does not depend primarily on Constitutional mandates and common-law principles.
131. PROOF OF CLAIM, the common-law does not require that a warrant of arrest be issued for an arrest only after a formal charge is made under oath; and an arrest is valid if not based upon a sworn affidavit.
132. PROOF OF CLAIM, a warrant of arrest does not require the individual review of a neutral judicial officer, i.e. magistrate, justice of the peace, or judge who is learned in the law and qualified to determine if probable cause exists to issue said warrant; and does not require the signature of said judicial officer, which can be "rubber stamped" with the judicial officer's name by some clerk or administrative employee; and such a practice of "rubber stamping" the judicial officer's name does constitute signature of said officer, and is not thereby, and therein, VOID and invalid.
133. PROOF OF CLAIM, a warrant is not regarded as insufficient and thus VOID if, on its face, it fails to state facts sufficient to constitute a crime.
134. PROOF OF CLAIM, a designation or description of the offense should not be written in the warrant.
135. PROOF OF CLAIM, whereas inaccuracies and imperfections do not vitiate a warrant which substantially charges an offense, a complaint recited in substance in a warrant and which is verified merely on information and belief and does not thereby, and therein, state facts sufficient to constitute an offense, said warrant must not be held to be invalid on its face.
136. PROOF OF CLAIM, an affidavit that merely states belief in the guilt of the accused is not insufficient to support a warrant of arrest.
137. PROOF OF CLAIM, an affidavit which is based upon a presumption or belief of crime does give jurisdiction to the court, and specifically as this matter relates to and bears upon such affidavit and the alleged court of record within the above referenced alleged matter, to issue a warrant, and a law enforcement officer, however termed/styled, can execute a warrant, which is essentially LOCAL, outside their jurisdiction.
138. PROOF OF CLAIM, the officer(s) executing a warrant of arrest is not bound to know if under the law, the warrant is defective, and not fair on its face; and he is not liable as a trespasser if it does not appear on its face to be a lawful warrant; and said officer's(s') ignorance is an excuse.
139. PROOF OF CLAIM, the following are not the basic requisites and essentials needed to make a warrant of arrest valid: 1) A warrant is to be issued by a judicial officer and signed by him; 2) it must state the facts that show the matter to be within the jurisdiction of the judicial officer issuing it; 3) It cannot be based upon mere belief or suspicion, but upon probable cause; 4) The warrant is to list a complaint which is to state the offenses committed and the facts that constitute a crime; 5) A warrant is to contain an affidavit of the person making the charge under oath; and 6) it must truly name the man to be arrested, or describe him sufficiently to identify him.
140. PROOF OF CLAIM, in commercial law, any document or instrument, e.g. Inter alia, legal briefs, securities, promissory notes, contracts, and affidavits must contain seven (7) essential elements to be valid; and any of these seven (7) essential elements which are missing, does not render the document or instrument commercially defective, void, or expressly fraudulent.
141. PROOF OF CLAIM, these seven (7) essential elements as applied to an affidavit in support of a warrant of arrest or a charging document/instrument, are not: 1) Accurate identification of the parties to the document, or instrument, or dispute; 2) Nature and content of the allegations or claims set forth with particularity; 3) Ledgering - accounting of the remedy or relief sought as recompense or compensation for specific wrongs, or contractual violations, or defaults; 4) Evidence of solvency - identification of the property sought/pledged as the stakes over which the dispute occurs, to be forfeited to the prevailing party to pay the debt/damage and satisfy the judgment; 5) Facts and law - specific laws violated and facts in evidence by exhibit; 6) Certification - statement under oath by party asserting an allegation or claim that everything asserted is "true, correct, and complete," whether criminal or civil; and 7) Witnesses - third party certification substantiating the actual lawful/legal identity of the party executing the document or instrument.
142. PROOF OF CLAIM, the 4th Amendment to the Constitution for the United States of America 1819 does not apply to arrests made and executed under warrants of arrest; and does not govern and regulate how such warrants are to issue; and does not make the issuance of such warrants to be solely upon "probable cause" supported by Oath or affirmation absolutely mandatory and essential for said warrant of arrest to be valid, lawful, and in compliance with "due process of law" or "the law of the land", i.e. common-law rules and principles established and present in this land before the adoption of said Constitution, as practiced and administered in England prior to the immigration of The People to this land.
143. PROOF OF CLAIM, where an arrest is made and executed without a warrant of arrest, which is recognized and authorized by the common-law only for a select and specific class of offenses, and therefore outside the provisions of the 4th Amendment to the Constitution for the United States of America 1819, the standards of

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"due process of law" or "the law of the land", i.e. common-law rules and principles, must not be applied to said arrest; and failure to apply said rules and principles to said arrest would not, and does not, constitute and establish said arrest as a "False Arrest," and therefore VOID.

144. PROOF OF CLAIM, whereas the Undersigned has never seen the original, nor been presented with a copy, "certified" or otherwise, of the alleged warrant of arrest, and the alleged affidavit in support thereof, employed/fused within the above referenced alleged matter by the arresting officer(s), and therefore has no reason to believe a valid, lawful, and properly supported warrant of arrest which truly names/identifies/references the Undersigned exists; that such a warrant of arrest for the Undersigned does exist; and is signed/authenticated by a lawful judicial officer, and does allege/charge a violation(s) of validly enacted statute(s)/law(s); and therefore does establish/create a crime/offense within the jurisdiction of the judicial officer signatory thereon; and does create all facets of jurisdiction for the alleged court of record within the above referenced alleged matter; and the affidavit in support thereof does comply with ALL seven (7) points of a seven (7) point document/instrument; and any signature of a judicial officer appearing upon the face of the warrant of arrest is/was, at the time of affixing his signature thereon, and thereto, validly and lawfully holding his office, having perfected title thereto, and thereby lawfully in possession and use of the "plenary powers" resident therein, and containing ALL additional requisites and essentials as set-forth above within Proof of Claim No. 139; and in ALL areas is in accordance with and pursuant to rules and principles as established and ordained by the "due process of law" or "the law of the land."
145. PROOF OF CLAIM, without a valid and lawful warrant of arrest being in existence for the Undersigned within the above referenced alleged matter, a defense against the claim of "False Arrest" and "False Imprisonment" does exist for the Respondent(s).
146. PROOF OF CLAIM, the law does not set such a high value upon the liberty of a man that even an attempt to un-lawfully arrest said man is not esteemed a great provocation.
147. PROOF OF CLAIM, an arrest may not be made either with, or without, any physical force or touching of the arrested man by the arresting officer.
148. PROOF OF CLAIM, any un-lawful or illegal restraint of a man's personal liberty by the act of another, and specifically as this relates to and bears upon the arresting officer(s) within the above referenced alleged matter, does not give the man so restrained a cause of action and claim for false arrest and false imprisonment resulting therefrom, against the one causing the un-lawful or illegal restraint; and ANY restraint executed by fear or force is not prima facie un-lawful.
149. PROOF OF CLAIM, in ALL cases of arrest in which there is no physical touching or seizure, NOR any resistance, the intentions of the parties to the transaction are not to be considered, i.e. there must have been intent on the part of one of them to arrest or restrain the other, and intent on the part of such other to submit, under the belief and impression that submission was necessary.
150. PROOF OF CLAIM, any restraint, however slight, upon a man's liberty to come and go as he pleases, does not constitute an arrest.
151. PROOF OF CLAIM, when a man has shown that he was arrested, imprisoned, or restrained of his liberty by another, the law does not presume it to be un-lawful till proven otherwise.
152. PROOF OF CLAIM, in a claim of false arrest and false imprisonment "good faith" on the part of the arresting/restraining officer(s)/person(s) is a justification for the custody, detention or imprisonment; and a lack/want of "reasonable" or "probable cause," and "malice" are essential elements of the action/claim, and are therefore viable and acceptable defenses against said action/claim.
153. PROOF OF CLAIM, where an un-lawful arrest and imprisonment are claimed to have been for the "public good," such a defense will stop damages.
154. PROOF OF CLAIM, a belief in the guilt of a man, no matter how strong or well founded in the mind of an arresting officer(s)/person(s), is a justification against a claim of false arrest and false imprisonment.
155. PROOF OF CLAIM, a man's liberty does depend upon good faith merely, but not upon legal rules governing official action.
156. PROOF OF CLAIM, in claims/actions of false arrest and false imprisonment, the arresting officer(s)/person(s) cannot avoid liability only by pleading justification for the arrest and all other arguments must not necessarily fail.
157. PROOF OF CLAIM, the guilt of a man arrested does have any bearing upon the legality of the arrest.
158. PROOF OF CLAIM, even where a man has plead guilty, the arresting officer(s)/person(s) cannot still be liable for false arrest, and therefore, it has not been held that consent to an un-lawful arrest will not excuse an officer(s)/person(s) from his acts, nor will the law permit such a claim to be made.
159. PROOF OF CLAIM, a false, or un-lawful, arrest is not in and of itself an assault, or an assault and battery, trespass, or a graver offense; and the law does not regard such arrests as any other assault which may be resisted by the assaulted; and the officer(s)/person(s) making the arrest is not regarded as a personal trespasser.
160. PROOF OF CLAIM, a man cannot resist the un-lawful seizure of personal property sought or forcefully taken without warrant, i.e. a warrant outside, and foreign to, the "law of the land" or "due process of law" without nexus (relationship) thereto, contractually or otherwise, or a warrant invalid on its face and not in compliance with requirements and prohibitions of the 4th Amendment to the Constitution for the United States of America 1819; and such personal property does not include, inter alia, fingerprints, photographic images of the man, bodily fluids, D.N.A., R.N.A., exemplars, and the like.
161. PROOF OF CLAIM, the law that allows a man to resist an un-lawful arrest is not the same law that allows a man to repel an attack or assault upon his self; and said law is not the Law of self-defense and self-preservation, which is a man's unalienable Right to in the protection of his life, liberty, and property from un-lawful attack or harm; and such Right is not recognized and secured by the Constitution for the United States of America 1819. [See: Constitution for the United States of America 1819 Preamble; articles in amendment I, II, IV, V, VI, IX, and X] [...in pari materia to all other state constitutions.]
162. PROOF OF CLAIM, the Supreme Court of the United States and every other court in the past deciding upon the matter, has not recognized that at common-law a man had the right to resist the illegal attempt to arrest him; and it has not been held that a man can resist any arrest where he has reasonable grounds to believe that the officer(s)/person(s) is not acting in good faith; and that by submitting to arrest and being disarmed he will, by reason of this fact, be in danger of great bodily harm or of losing his life.
163. PROOF OF CLAIM, the common-law or law of the land, does not draw certain limitations upon how and when an arrest can be made; and that all arrests which are to be lawful must not necessarily be grounded in and upon such principles; and one such principle is not that an arrest must be founded upon probable cause of guilt, and not mere suspicion, for the two must exist together.
164. PROOF OF CLAIM, the word "suspicion" as used and employed within "Codes" and "Statutes" today, and specifically within the UNITED STATES CODE, STATE OF ... and LOCAL equivalents/instrumentalities, is not so used and employed to authorize arrests which the common-law or "the law of the land" prohibits, and upon defeat of said cause, to justify arrest for yet some other non-related cause from the first; in short, justification to conduct a mere "hunting expedition" with the hope of "bagging" some "prize."
165. PROOF OF CLAIM, the wisdom of the ages, which brought the law on arrests, was not, and is not, boldly declared in the Magna Carta which states: "No one shall be arrested or imprisoned but by the law of the land."
166. PROOF OF CLAIM, the Undersigned, as well as any man today, was arrested upon and under a warrant of arrest in accordance with, and pursuant to, rules and principles established and ordained within, under, and by "the law of the land."
167. PROOF OF CLAIM, the restrictive principles of common-law, which though annoying to those in Government in their attempts to get the "crooks" and "bad guys," are not purposely so in order to restrict those in Government and make them follow set procedures, and thereby, make it difficult for those in Government to deprive men of their Rights, as the common-law or "law of the land" prescribes that in order to regard the rights of the innocent, the guilty must on occasion go free.
168. PROOF OF CLAIM, whereas the common-law recognizes and authorizes arrests without warrants only in cases where the public security requires it, such interests are not confined only to felonies and breaches of the peace committed in the presence of an officer.



169. PROOF OF CLAIM, that it is not a fundamental rule of procedure well grounded in the common-law, that where an arrest is made, the alleged offender is to be taken before a magistrate to be dealt with according to law.

170. PROOF OF CLAIM, whereas an offender is to be taken before a magistrate to be dealt with according to law upon arrest, such fundamental rule of procedure is not to be observed without delay, or without unnecessary delay, and the failure in the observance of said procedural rule does not render the arresting officer(s)/person(s) liable for false imprisonment.

171. PROOF OF CLAIM, where an arrest is lawful, a failure on the part of the arresting officer(s)/person(s) in observing their duty to take the arrested man before a magistrate, and to do so without delay or unnecessary delay, will not be regarded as false imprisonment.

172. PROOF OF CLAIM, this fundamental procedural rule of taking a man upon arrest before a magistrate without delay, or unnecessary delay, is not the "due process of law" or "the law of the land" to be followed; and a false imprisonment does not ensue from the arresting officer(s) or person(s) dropping off said man to a jail for detention and custody therein, as said officer(s)/person(s) are so authorized to act in such manner under the law of the land."

173. PROOF OF CLAIM, the only reason that can justify having an arrested man in jail or detained/custody by the arresting officer(s)/person(s) is not as a necessary step in bringing the man before a magistrate; and therefore the detainment of said man in a jail, police office, station, barracks, and the like for purposes of "booking," "finger printing," "investigating," "interrogation," and the like is not un-lawful and illegal.

174. PROOF OF CLAIM, even in matters involving the most severe/serious of offenses, as in felonies, the arresting officer(s)/person(s) is not still duty bound/required to bring a man placed under arrest before the nearest magistrate or court as a matter of fundamental law without delay or unnecessary delay; and said arresting officer(s)/person(s) is not liable for false imprisonment if he arrests with the intent of only detaining, or if his unreasonable delay causes a detainment, thereby falling and/or grossly neglecting his duty and observance thereof.

175. PROOF OF CLAIM, where a man is arrested and taken to jail, or police station, or the like, and detained there with no warrant issued before or after the arrest, it is not false imprisonment.

176. PROOF OF CLAIM, to take an arrested man to a jail, police station, or the like to be detained and finger printed, measured, photographed, booked, and the like before said man is ever brought before a magistrate is not a violation of his Rights; and is not proof of the arresting officer(s)/person(s) intent not to observe his duty in this matter and his disregard of, and for, his duty incumbent upon him to fulfill and observe.

177. PROOF OF CLAIM, an arrested man's Right to be promptly taken to a judicial officer for hearing/examination, and the duty of the arresting officer(s)/person(s) to protect said Right, does depend upon statute law of the THE UNITED STATES OF AMERICA as may be contained within the UNITED STATES CODE, and STATE OF ... and LOCAL equivalents.

178. PROOF OF CLAIM, this rule of law requiring an arresting officer(s)/person(s) to bring the arrested man before a magistrate, or judicial officer having jurisdiction, is not the same throughout all the States composing the American compact; and can be abrogated by statute as may be contained within the UNITED STATES CODE, STATE OF ... and LOCAL equivalents; and said rule has not been upheld within the federal courts; and is not prescribed within said courts rules.

179. PROOF OF CLAIM, the arresting officer(s)/person(s) is not guilty of official oppression and neglect of duty when they willfully detain a man without arraigning him before a magistrate within a reasonable time.

180. PROOF OF CLAIM, the rule of law requiring that an arrested man be brought without delay, or unnecessary delay, directly to a court or judicial officer having jurisdiction is not "due process of law" or "the law of the land", and as such, this procedural requirement can be abrogated by statute as may be contained with the UNITED STATES CODE, STATE OF ... and LOCAL equivalents.

181. PROOF OF CLAIM, it is not a fundamental rule of law that one who abuses an authority given him by Law does not become a trespasser ab initio, i.e. he becomes a wrongdoer from the beginning of his actions.

182. PROOF OF CLAIM, where an arresting officer(s)/person(s) fails to take a man he has arrested before a proper judicial officer, or where said officer(s)/person(s) causes an unreasonable delay in doing so, or having failed to procure/obtain a proper/valid warrant for the detention of the arrested man, said officer(s)/person(s) does not become a trespasser ab initio; and is not thereby guilty of false imprisonment; and such failure or delay in his official duty does not render said arrest unlawful.

183. PROOF OF CLAIM, the "Office of the (President) Judge" is not charged with the administration and oversight of ALL proceedings, matters, cases, and the like within purview of the whole of the court, past and present, and is not therefore the "Office of the Principal" of, and over, ALL the "Offices of a/the Judge" acting in their capacity as agents of the principal; and the same is not true for the "Office of the United States Attorney" and "Office of the Attorney General," and STATE OF ... and LOCAL equivalents.

184. PROOF OF CLAIM, when an arresting officer(s)/person(s) fails to perform part of his duty, and it impinges upon the Rights of a man, he is not deemed to be a trespasser ab initio because the whole of his justification fails, and he stands as if he never had any authority at all to act.

185. PROOF OF CLAIM, the basis of this well established procedural rule of law in taking an arrested man without delay, or without unnecessary delay, directly before a court or judicial officer having jurisdiction is not to avoid having the liberty of the arrested man unjustly dealt with by extra-judicial acts of executive officers, i.e. law enforcement officers and public officers however termed/styled.

186. PROOF OF CLAIM, arresting officers are not "executive officers."

187. PROOF OF CLAIM, the detainment of a man upon arrest is not a judicial question; and a judicial officer is not the sole authority to decide if there are grounds for holding the man arrested, or whether he must be further examined by trial, or if he is to be bailed and released; and the taking of said man to a jail to be "booked" without first honoring this duty is not un-lawful; or to detain said man to enable the arresting officer(s) to make a further investigation of the alleged/suspected offense against said man is not also un-lawful.

188. PROOF OF CLAIM, "executive officers" or "clerks" are to determine if a man under arrest is to be held or released upon bail; and are to fix the amount of bail; and such power to so determine is not judicial.

189. PROOF OF CLAIM, "executive officers", i.e. arresting officers, having arrested a man can hold said man in order to complete paperwork or make out reports.

190. PROOF OF CLAIM, "good faith" does justify an unreasonable detention and deprivation of one's liberty caused by a failure or delay in bringing one arrested before a magistrate.

191. PROOF OF CLAIM, it is not a common practice for an arresting officer(s) to drop a man they have arrested off at a police station, county jail, or the like and leave said man in the custody of others; and such a practice does thereby, and therein, relinquish the duty of the arresting officer(s) to the arrested man; and said officer(s) can therefore claim exception of liability when the others to whom they dropped said man off into the custody of failed to fulfill the arresting officer(s)'s duty and take said man without delay, or unnecessary delay, directly before a proper/valid judicial officer having jurisdiction, as the arresting officer(s) are not responsible for the arrested man, and can rely on others to perform their duty.

192. PROOF OF CLAIM, whereas one of the most common defenses raised in actions/claims of false imprisonment involves arguments of whether the delay in bringing one to a court was reasonable or necessary, such does not depend upon the circumstances of the particular case, and is not question for the jury.

193. PROOF OF CLAIM, the common-law procedural rule for "due process of the law" made "the law of the land" through express constitutional provision(s) is not that an arresting officer(s)/person(s) is to present the arrested man without delay to a magistrate, having jurisdiction, and said procedural rule of law does not mean no delay of time is allowed which is not incident to the act of bringing said man before a magistrate; and said common-law procedural rule of law does not nullify and void all present day statutory requirements of twenty-four (24) hours, thirty-six (36) hours, seventy-two (72) hours, or however many hours/days said statute may

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stipulate as contained within the UNITED STATES CODE, STATE OF ... and LOCAL equivalents, which, by their very existence, does not constitute blatant acts of tyranny and declarations thereof.

194. PROOF OF CLAIM, a man who has been arrested and subjected to procedures known as "booking procedures" which include, inter alia, photographing, measuring, finger printing, and the like are lawful, and are necessary to detect and arrest a man; and are necessary to prevent crime; and is not criminal in character; and do not constitute an assault; and, everyone concerned/participating therein is not liable civilly for damages arising from the injury to, and upon, said man subjected to said procedures, but also to criminal prosecution under the UNITED STATES CODE, STATE OF ... and LOCAL equivalents, as operating upon, and over, ALL voluntary commercial indentures to the THE UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents, as agents of said Government.

195. PROOF OF CLAIM, any present day "statute" which may be contained within the UNITED STATES CODE, STATE OF ... and LOCAL equivalents, which mandates the finger printing of any and every man arrested, a practice the common-law or "the law of the land" permits only after/upon conviction, in order to allow a man to be admitted to bail, or for any other purpose/excuse, is not a serious invasion upon the liberty of said man; and such a "statute" is not unconstitutional or un-un/non-constitutional without nexus of relationship, i.e. contract.

196. PROOF OF CLAIM, there is any right/authority given to Government, and specifically the Government of the THE UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents/instrumentalities, by the common-law or "the law of the land" to take fingerprints prior to conviction within a criminal proceeding.

197. PROOF OF CLAIM, any court decisions which may appear to strike down the common-law or "the law of the land" principles which act to prohibit finger printing, measuring, and photographing of an arrested man prior to conviction within a criminal proceeding is not based upon principles of some other un/non-constitutional source of law affording the court the ability to apply the doctrine of "Constitutional Avoidance" to the issue through said court's taking silent judicial notice of some contract, real or presumed, expressed or implied, revealed or unrevealed, existing between the parties to the issue before the court, such as principles of equity and/or admiralty.

198. PROOF OF CLAIM, the compulsory taking of samples of an arrested man's blood, urine, hair, finger prints, exemplars, and the like is not an un-lawful taking of said man's property without "due process of the law" and compensation, for a violation of said man's personal privacy, an un-lawful attack and breach of said man's right not to be compelled to give self-incriminating evidence, and an assault and battery upon said man.

199. PROOF OF CLAIM, it cannot be concluded there are at least five (5) reasons why the acts of compulsory finger printing, blood testing, measuring, photographing, D.N.A./R.N.A. extraction, exemplars, and the like are un-lawful, and said reasons are not: 1) They are an invasion of a man's right of privacy; 2) Such compels evidence to be used as self-incriminating evidence; 3) Such is an assault and/or battery; 4) Such violates "due process of the law" or "the law of the land" in the taking of a man's property; and, 5) prohibits bail when refused (if refusal is possible), and thereby infringes on one's liberty.

200. PROOF OF CLAIM, any court decisions which may appear to have struck down the common-law or "the law of the land" principles which act to prohibit the compulsory taking of samples of an arrested man's blood, urine, hair, D.N.A./R.N.A., exemplars, and the like upon arrest, during any proceeding within the prosecution, or any process of "evidence collection", and any "statutes" as may appear within the UNITED STATES CODE, STATE OF ... and LOCAL equivalents, authorizing such, is not based upon principles of some other un/non-constitutional source of law affording the court the ability to apply the doctrine of "Constitutional Avoidance" to the issue through said court's taking silent judicial notice of some contract, real or presumed, expressed or implied, revealed or unrevealed, existing between the parties to the issue before the court, such as principles of equity and/or admiralty.

201. PROOF OF CLAIM, a man d.b.a. as Magistrate, Justice of the Peace, or Judicial Officer, in order to be validly in possession and use of the "plenary powers" resident within his "office," must not have "perfected title" to said "office"; and, said perfection is not accomplished through valid and lawful Oath of office and bond thereon.

202. PROOF OF CLAIM, the failure of a man d.b.a. as Magistrate, Justice of the Peace, or Judicial Officer, in "perfecting title" to his "office" as set-forth above, is not operating under a serious/severe disability of capacity acting to bar his lawful access to said "office," possession and use of the "plenary powers" resident within said "office"; and due to his disability, said "office" is not vacant; and therefore does not render ALL acts performed by said man under said disability VOID; and does not render said man for ALL acts performed while under said disability, guilty of, inter alia, false personation, false pretenses, usurpation, fraud, official oppression, fraudulent and deceptive business practices, and trespass ab initio, and thereby, and therein, does not render said man liable for damages arising from all injuries he caused, subjected to, and inflicted upon the arrested man brought before him.

203. PROOF OF CLAIM, an arrested man brought before a man d.b.a. as Magistrate, Justice of the Peace, or Judicial Officer, which operating/functioning under a disability of "office" through his failure to "perfect title" thereto and lawfully possess and use the "plenary powers" resident therein, does fulfill the well established and settled fundamental procedural rule of law established as "due process of the law" ordained through "the law of the land" by express constitutional provision therein; and a man under arrest brought before such a magistrate, justice of the peace, or judicial officer does not constitute and establish an unreasonable, unnecessary, and wilful delay; and does not constitute and establish, inter alia, failure of process, official oppression, gross negligence, and false imprisonment.

204. PROOF OF CLAIM, the Undersigned within the above referenced alleged matter was brought before a Magistrate, Justice of the Peace, or Judicial Officer having "perfected title" to said "office" through a valid Oath and bond thereon, and therefore was not exercising/employing the "plenary powers" resident within said "office" un-lawfully; and was not acting under color-of-law, false pretenses, false personation, fraudulent and deceptive business practices, fraud, official oppression; and said "office" was not vacant; and said warrant of arrest and writ of detainer was obtained/procured from a Magistrate, Justice of the Peace, or Judicial Officer having lawfully "perfected title" to his "office".

205. PROOF OF CLAIM, that ALL acts of the magistrate, justice of the peace, and or judicial officer(s) within the above referenced alleged matter as they relate to and bear upon the Undersigned therein, for reasons that have been set-forth already, are not VOID ab initio thereby, and therein, establishing and constituting the entire alleged matter as referenced above VOID ab initio along with the un-lawful or false imprisonment of the Undersigned therein to date.

206. PROOF OF CLAIM, whereas in many of the older court cases we find the declaration: "The law is very jealous of the liberty of the citizen," said law is not the common-law; and it does not declare that, "One who interferes with another's liberty does so at his peril."

207. PROOF OF CLAIM, false imprisonment does not consist of any type of un-lawful restraint or interference with the personal liberty of a man, and is not a trespass.

208. PROOF OF CLAIM, false imprisonment is not classified as a tort under the common-law, and also as a crime.

209. PROOF OF CLAIM, false imprisonment has not been labeled as a tort, a trespass, an assault, a wrong, damage, and an injury giving the man so affected cause to bring process for relief and remedy against the offending man/party.

210. PROOF OF CLAIM, injuries to the liberty of a man are not principally termed "false imprisonments" or "malicious prosecutions."

211. PROOF OF CLAIM, actual seizure or the laying on of hands is necessary to constitute un-lawful detention; and the ONLY essential elements of an action for un-lawful detention are not 1) Detention or restraint against one's will, and 2) The un-lawfulness of such detention or restraint.

212. PROOF OF CLAIM, "false imprisonment" is not akin to assault and battery imposed by force or threats affecting an un-lawful restraint upon a man's liberty.

213. PROOF OF CLAIM, any and every confinement of a man is not an imprisonment.

214. PROOF OF CLAIM, the term/word "false" as used and employed in law does not come from the common-law; and is not synonymous with "un-lawful"; and a false arrest is not one means of committing a false imprisonment.

215. PROOF OF CLAIM false imprisonment does not exist by words or acts, or both, which one fears to disregard, but also does not exist by such acts and measures that he cannot disregard.

216. PROOF OF CLAIM, the un-lawful arrest and detention of a man without lawful authority is not one manner in which the category of those torts that un-lawfully deprive or interfere with the liberty of a man termed "false imprisonment" is committed.

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217. PROOF OF CLAIM, "false imprisonment" is not effectuated by the un-lawful arrest or detention of a man without warrant, or by an illegal warrant, or a warrant illegally executed.

218. PROOF OF CLAIM, the tort, or wrong of "false imprisonment" does not occur the instant that a man is restrained in the exercise of his liberty; and there is a reasonable length of time for a restraint before the tort can be claimed.

219. PROOF OF CLAIM, a man wronged by "false imprisonment" is not entitled to recover damages for ALL the natural and probable consequences thereof for the whole of the time he was un-lawfully/false imprisoned.

220. PROOF OF CLAIM, false imprisonment does not include an assault and battery; and does not always, at least, include a technical assault.

221. PROOF OF CLAIM, the law does not specify or divide damages arising from torts for injury into two (2) types or classes, and those two (2) types or classes are not "actual damages" and "punitive damages."

222. PROOF OF CLAIM, "actual damages" are not compensation for the injury as would follow the nature and character of the act which would not include, inter alia, pain and suffering, physical discomfort, sense of shame, wrong, and outrage; and such damages are not also termed "compensatory damages" as they compensate the injured man for the actual injuries sustained, and no more.

223. PROOF OF CLAIM, "punitive damages" are not those that grow out of the wantonness or atrocity, or aggravated by the act, of the act resulting in the injuries and sufferings that were intended, or occurred through malice, carelessness or negligence amounting to a wrong so reckless and wanton as to be without excuse; and such damages are not also termed "exemplary damages."

224. PROOF OF CLAIM, anyone who assists or participates in an un-lawful arrest and or un-lawful imprisonment, e.g. Magistrate, Justice of the Peace, Judge, United States Attorney (or Assistant), Defense Attorney, United States Attorney General, County Prison Superintendent, Secretary of Corrections, Director of Federal Bureau of Prisons, Warden and/or Superintendent of the warehousing Correctional Institution, clerk, and CITY, COUNTY, STATE, FEDERAL/NATIONAL GOVERNMENT equivalents and the like, is not equally liable for the damages arising from the injuries caused by said acts.

225. PROOF OF CLAIM, "actual" or "compensatory damages" in actions/claims for false arrest/false imprisonment have not been established at 25,000 dollars per twenty-three (23) minutes, 1,600,000 million dollars per day; and punitive damages may not be set by the injured party, and specifically the Undersigned as the injured party within the above referenced alleged matter.

226. PROOF OF CLAIM, Trezevant v. City of Tampa, cannot be utilized by the Undersigned in determining actual/compensatory damages should Respondent(s) agree the Undersigned has been falsely imprisoned; and Respondent(s) can provide any valid, lawful, and reasonable objection as to why it should not, or cannot, be so utilized and applied in this matter.

227. PROOF OF CLAIM, the distinction between false imprisonment and malicious prosecution is not the right in the former, which even a guilty man has to be protected against any un-lawful restraint of his personal liberty and in the latter, the right of an innocent man to be compensated in damages for an injury he may sustain when a groundless charge is brought against him, even though such charge may be presented and prosecuted in accordance with the strictest forms of law.

228. PROOF OF CLAIM, the aspects of malicious prosecution in a matter involving false imprisonment cannot be used in determining punitive damages in a false imprisonment action/claim.

229. PROOF OF CLAIM, the want of authority is not an essential element in an action/claim for false imprisonment, and malice and want of probable cause are not the essential elements in an action/claim for malicious prosecution.

230. PROOF OF CLAIM, the defense for/against an action/claim of false imprisonment is not limited to showing that the arrest was pursuant to law, and the one arresting had lawful authority to so act, thus, valid defense or proper justification for/against an action/claim of false imprisonment is not one asserting the legality and lawfulness of the arrest.

231. PROOF OF CLAIM, the arrest of the Undersigned in the above reference alleged matter was for a lawful cause, i.e. for a crime/public offense created and established by validly enacted statute/law originating from the sole legislative power/authority as created by express Constitutional provisions clearly identified as such upon its face and properly, validly, and lawfully promulgated/published; and was in a legal and lawful manner, i.e. pursuant to "due process of the law" as ordained by "the law of the land" through express constitutional provisions; and executed by those with lawful authority, i.e. lawfully holding/occupying their "office" and thereby in lawful possession and use of the "powers" resident therein.

232. PROOF OF CLAIM, due to the high regards placed upon liberty by the law, not ALL imprisonments are deemed un-lawful until the contrary is shown; and a defense based upon the one who was arrested must prove the arrest/imprisonment was un-lawful in order to prevail in any process for relief and remedy can be used.

233. PROOF OF CLAIM, the only thing a man who has been arrested and imprisoned needs to claim and to prove is not one of two (2) things, which are: 1) The defendant made an arrest or imprisonment, or 2) the defendant affirmatively instigated, encouraged, incited, or caused the arrest or imprisonment.

234. PROOF OF CLAIM, the Undersigned has not up to this point within this Conditional Acceptance for Value for Proof of Claim established his arrest and imprisonment at the hands, and by the acts, of ALL parties participating within the above referenced alleged matter, and the un-lawful/false nature of said arrest and imprisonment within said alleged matter.

235. PROOF OF CLAIM, should the Respondent(s) agree, expressly or through tacit acquiescence, with the facts contained within this Conditional Acceptance for Value for Proof of Claim, they are not bound by their duty to correct this matter and provide relief and remedy to the Undersigned in this matter without delay, i.e. releasing the Undersigned, Undersigned's corpus and person, along with ALL property of the Undersigned's from the bonds of false imprisonment and restore the Undersigned to a state of liberty (freedom of locomotion), full compensation as invoiced by notice, and completely expunging this matter from ALL Criminal Records, data bases, files, and the like no matter how stored.

236. PROOF OF CLAIM, the failure of Respondent(s) in exercising their duty in this matter as set-forth above, does not thereby, and therein, act to make Respondent(s) liable for the false arrest and false imprisonment of the Undersigned resulting from the above referenced alleged matter, jointly and severally.

237. PROOF OF CLAIM, it has not been held and well established in law that in false imprisonment processes for relief and remedy the defendant, in order to escape liability, must prove that he did not imprison the man, or he must justify the imprisonment, or stated another way, the burden is upon the defendant to show that the arrest was by authority of law.

238. PROOF OF CLAIM, in cases of false imprisonment, the only essential elements of the action/claim for relief and remedy are not detention and its un-lawfulness, and that malice and the want of probable cause does need to be shown, or are necessary to a proper cause of action for false imprisonment.

239. PROOF OF CLAIM, un-lawful detention or imprisonment does become lawful because it was out of ignorance of the law.

240. PROOF OF CLAIM, whereas a magistrate, Justice of the Peace, Judge, Attorney (Prosecuting/Defense), and arresting officers are ALL schooled, trained, and "licensed" to practice law, some more than others, and specifically as this matter relates to and bears upon said parties acting within the above referenced alleged matter, and therefore have superior knowledge of the law, said parties, and the Respondent(s), are capable or justified in claiming ignorance of the lawfulness and legality of the arrest of the Undersigned and subsequent imprisonment resulting therefrom within said alleged matter; and such an assertion would not thereby, and therein, operate to constitute said parties, and the Respondent(s), as unqualified and/or unfit to practice law, and at the very least, in need of additional schooling/training.

241. PROOF OF CLAIM, in an action for false imprisonment, a record of conviction of the same offense for which the arrest was made is admissible.

242. PROOF OF CLAIM, in an action/process for relief and remedy from false imprisonment such is not to be based solely upon the legality of the arrest, and is to be based upon the filing of some complaint, or the proof of an alleged crime, or the results of some trial.

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243. PROOF OF CLAIM, the argument of "official immunity" is a valid defense for public/Government agents when proceeded against for their own torts in an action/process for relief and remedy from a false imprisonment claim.

244. PROOF OF CLAIM, under the "doctrine of immunity" there have not been distinctions made between acts that are "discretionary duties" which one in the performance thereof is immune within, and acts which are "ministerial duties" which one in the performance thereof is liable for.

245. PROOF OF CLAIM, that a "law enforcement officer's" official duty is not described as "ministerial," when it is absolute, certain, and imperative, involving merely execution of a specific duty arising from fixed and designated facts; and, the same cannot be said of the official duty of a Magistrate, Justice of the Peace, Judge, United States Attorney (or Assistant), and an Attorney General, and STATE OF ... and LOCAL equivalents/instrumentalities.

246. PROOF OF CLAIM, the act of arresting a man by a law enforcement officer, however termed/styled, is not a ministerial act, and is a discretionary act.

247. PROOF OF CLAIM, the "due process of the law" argument in false imprisonment matters will not nullify the statutes, rules, regulations, ordinances, and the like as may be contained within the UNITED STATES CODE, and STATE OF EQUIVALENTS/INSTRUMENTALITIES, and elsewhere that are contrary to the common-law rule on arrest; and a legislative act can abrogate what is "the law of the land."

248. PROOF OF CLAIM, a man confined by virtue of a void warrant, and thereupon imprisoned, is not falsely imprisoned; and the complainant, the prosecuting attorney, Magistrate, Justice of the Peace, and or Judge, who ordered said man to be committed, along with the arresting officer who executed said void warrant, the jailer/warden/superintendent and the like are not all liable for false imprisonment.

249. PROOF OF CLAIM, the Constitution for the United States of America c1819 as the express document/instrument for the Government of the Original Jurisdiction does not reference genuine law.

250. PROOF OF CLAIM, there is not a difference between what is lawful and what is "legal" as such term/word is employed/used by the present day civil authorities and their courts.

251. PROOF OF CLAIM, lawful does not mean in accordance with "the law of the land", according to the law, permitted, sanctioned, or justified by law; and is not dealing with the spirit, i.e. the substance, content, object of law; and does not properly imply a thing conformable to or enjoined by law.

252. PROOF OF CLAIM, "legal" does not pertain to the understanding, the exposition, the administration, the science, and the practice of law, as the legal profession, legal advice, legal blanks, newspaper, and the like.

253. PROOF OF CLAIM, "legal" does not mean implied or imputed in law, and is not opposed to actual, i.e. express, what is real, substantial, existing presently in act, valid objective existence as opposed to that which is merely theoretical or possible.

254. PROOF OF CLAIM, "legal" does not look more to the "letter" of the law, i.e. form, appearance, and shadow of the law.

255. PROOF OF CLAIM, "legal" is not more appropriate for conformity with positive rules of law, and lawful is not more appropriate for accord with ethical principles.

256. PROOF OF CLAIM, "legal" does not import rather the forms (appearances) of law are observed, that the proceeding is correct in method, and rules prescribed (dictated) have been obeyed.

257. PROOF OF CLAIM, lawful does not import that the right is actual in substance, and that moral quality is secured.

258. PROOF OF CLAIM, "legal" is not the antithesis of equitable, and is not the equivalent of "constructive", i.e. that which has not the character assigned to it in its own essential nature, but acquires such character in consequence of the way in which it is regarded by a rule or policy of law; hence, inferred, implied, made out by "legal" interpretation.

259. PROOF OF CLAIM, a writ or warrant of arrest issuing from any court, and specifically the alleged court of record within the above referenced alleged matter, under "color-of-law" is not a "legal" process however defective.

260. PROOF OF CLAIM, "legal" matters do not administer, conform to, and follow rules; and are not equitable in nature; and are not implied, i.e. presumed, rather than actual, i.e. express.

261. PROOF OF CLAIM, a "legal" process cannot be defective in law, and the "legal" process within the above referenced alleged matter is not defective in law.

262. PROOF OF CLAIM, to be "legal," a matter does follow the law, and is required to follow the law, and does not rather conform to and follow the rules or forms of law.

263. PROOF OF CLAIM, lawful matters are not ethically enjoined in "the law of the land", the law of the People; and are not actual in nature, they are implied.

264. PROOF OF CLAIM, the proper and truthful definition and meaning of the term/word "legal" is not "color-of-law", i.e. the appearance or semblance of law, without the substance, or right.

265. PROOF OF CLAIM, "colorable" does not mean that which is in appearance only, and not in reality, what it purports to be, i.e. counterfeit, feigned, having the appearance only of truth.

266. PROOF OF CLAIM, "statutory jurisdiction" is not a "colorable" jurisdiction, created to enforce colorable contracts; and is not legislative and administrative rather than judicial in nature; and does not operate/function/exist to enforce commercial agreements based upon "implied consent" rather than contracts under the common law or "the law of the land."

267. PROOF OF CLAIM, "public policy" does not equal Government policy; which does not equal corporate policy; which does not equal commerce; which does not equal Federal Reserve re-insurance policy; which does not equal public credit/debt; which does not equal commercial transactions of private enterprise; which does not equal non-substance re-insurance script (Federal Reserve Notes [a note being evidence of debt]); which does not function as "money" (currency) in a "colorable" equity/admiralty/maritime jurisdiction.

268. PROOF OF CLAIM, a copyright symbol employed/used in the publication of written or recorded matter does not act/operate to give NOTICE that said printed/recorded matter is the private intellectual property (out of the public domain) of the copyright owner.

269. PROOF OF CLAIM, a copyright symbol employed/used in publication of "statute/law" books ("Codes") as specifically employed/used in the printed publication of the UNITED STATES CODE, STATE OF ... and LOCAL equivalents, and/or specifically THE ACT OF MARCH 9TH, 1933 and any and all laws implemented based upon that alleged authority and foundation thereof, does not act/operate to give NOTICE to all that the contents therein is the private intellectual property of the copyright owner, and out of the public domain.

270. PROOF OF CLAIM, a "statute/law" book ("Code") placed under copyright such as the UNITED STATES CODE, and STATE OF ... and LOCAL equivalents, and/or specifically THE ACT OF MARCH 9TH, 1933 and any and all laws implemented based upon that alleged authority and foundation thereof, is not by virtue and operation of said copyright factually, substantially, and truthfully "private law" in support of a "private right" belonging to the copyright owner.

271. PROOF OF CLAIM, the Maxim of Law: Ignorance of the law is no excuse does apply to "private law" in support of a "private right"; and that any man, and specifically the Undersigned as this relates to and bears upon the above referenced alleged matter, does have any duty, obligation, or compelling need to know the "private law" in support of a "private right" of any man or person.

272. PROOF OF CLAIM, that genuine, actual, true law of the People can be copyrighted.

273. PROOF OF CLAIM, any true public document of a de jure and de facto State or Nation has been, and can be under copyright, and such are not in the public domain.

274. PROOF OF CLAIM, whereas All "statute/law" books ("Codes") of the federal and state Governments are copyrighted, a man practicing law would not require a "letters patent" to practice said law within the present day courts; and said right to practice is not a "property right" existing by virtue of "letters patent"; and said patent is not the so-called "license" an attorney holds out as possessing to would be clients; and without said patent, said man, would not be doing that which would otherwise be illegal, a trespass, or a tort.

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275. PROOF OF CLAIM, whereas West Publishing Company holds out its firm as the copyright owner, the fact that said company is owned by The Thompson Group, LLC, LTD a publishing interest of The Crown, does not thereby, and therein, constitute and establish said "statute/law" books ("Codes") known as the UNITED STATES CODE, and STATE OF ... equivalents, foreign owned "private law" in support of a "private right" of the actual copyright owner, i.e. The Crown. NOTE: The Thompson Group owns, inter alia, West Publishing Company, Barclays West Group, Bancroft Whitney, Clark Boardman, Callaghan, Legal Solicitas, Rutter Group, Warren, Gorham & Lamont, Lawyers Co-op, Reed Elsevier owns, inter alia, Lexis, Deering Codes, rendering all such published "law" private, non-public domain, property of The Crown.

276. PROOF OF CLAIM, a "court of record" is not a judicial tribunal having attributes and exercising functions independently of the "person" of the Magistrate designated generally to hold it; and does not proceed according to the course of common law; and its acts and proceedings are not "enrolled", i.e. to register, to make a record, to enter on the rolls of a court, to transcribe, for a "perpetual" memorial.

277. PROOF OF CLAIM, a "court of record" is not the ONLY court that possesses the power to fine or imprison; and "courts not of record" do possess the power to fine or imprison.

278. PROOF OF CLAIM, a "de facto court" is not a court established, organized, and exercising its judicial functions under authority of a "statute" apparently valid, but which may in fact be unconstitutional and afterward so adjudged; and is not a court, which is established and acting under the authority of a "de facto Government."

279. PROOF OF CLAIM, if a court is not a "court of record" it does have any power to fix and establish a "penalty", i.e. a punishment established by law or authority for a criminal/public offense; and does thereby, and therein, create any "penological interest" for others to claim, e.g. State and Federal Correctional Institutions.

280. PROOF OF CLAIM, "prison," and "penitentiary" are not used synonymously.

281. PROOF OF CLAIM, a "prison" or "penitentiary" is not a place of confinement of men for the purpose of "punishment."

282. PROOF OF CLAIM, the word/term "correctional" as used in "State/Federal Correctional Institution," does not mean discipline for the purpose of curing faults, or bringing one into proper subjection.

283. PROOF OF CLAIM, the word/term "institution" does not denote a "public" establishment/corporation, which is created and exists by "statute" or "public authority" such as an asylum, charity, college, university, schoolhouse, and the like.

284. PROOF OF CLAIM, the alleged "court of record" within the above referenced alleged matter was, and is, in fact established and functioning as a valid and lawful "court of record" which proceeds according to the course of common law; and whose acts and proceedings are "enrolled"; and a court which does have power to fine and imprison and thereby, and therein, creating a "penological interest" of which may be claimed by the DEPARTMENT OF JUSTICE of the THE UNITED STATES OF AMERICA, and STATE OF ... and LOCAL equivalents/instrumentalities.

285. PROOF OF CLAIM, there does exist, this present day, any "courts of records" within the THE UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents/instrumentalities.

286. PROOF OF CLAIM, a courts power to "punish" by fine or imprisonment does not ensue from a valid and lawfully enacted "statute(s)/law(s)" creating a real criminal/public offense; and such "penal statutes/laws" do exist within the THE UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents/instrumentalities; and the absence of such "penal statutes/laws" is not one of the reasons which "courts of record" do not exist within the THE UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents/instrumentalities, as said courts, and specifically the alleged "court of record" within the above referenced alleged matter, is not proceeding according to the course of common-law, but merely upon the forms/shadow of that which formerly existed in spirit, substance, content, and actuality, i.e. expressly.

287. PROOF OF CLAIM, "prisons," and "penitentiaries" do exist within the THE UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents/instrumentalities, wherein such are established for the purpose of "punishment" ensuing from valid and lawful "penal statutes/laws", and which may claim a "penological interest" in, and from, such statutes/laws.

288. PROOF OF CLAIM, a "penological interest" does exist for and within "State/Federal Correctional Institutions", and specifically ALL those which compose the DEPARTMENT OF JUSTICE/FEDERAL DEPARTMENT OF CORRECTIONS of the THE UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents/instrumentalities, and such are not functioning/operating as disciplinarian asylums for the purpose of "treating/treatment" of presumed mental/emotional dysfunctions and re-Indoctrination/programming to cure faults in the nature of social breaches in thought, action, behavior, and the like.

289. PROOF OF CLAIM, the inability of courts today, and specifically the alleged "court of record" within the above referenced alleged matter, to punish is not why the mental health laws were merged with the "Criminal Process" so as to allow the courts the ability to "treat", and thereby confine those convicted/adjudged, i.e. in need thereof.

290. PROOF OF CLAIM, the alleged "court of record" within the above referenced alleged matter was not, and is not, established, organized, and exercising its judicial functions under authority of a statute; and said statute is not unconstitutional; and is not established and acting under authority, e.g. authority derived from a foreign "un/non-constitutional source of authority" of law, of a de facto Government, i.e. a Government not lawfully created, operating, functioning, and exercising its authority in accordance with and pursuant to the Instrument/document of its creation which established and ordained the Government for the United States of America, i.e. the Original Jurisdiction as opposed to the THE UNITED STATES OF AMERICA, and STATE OF ... and LOCAL equivalents; and was not, and is not, exercising its judicial functions and authority as a "de facto court" of said de facto Government/authority.

291. PROOF OF CLAIM, the UNITED STATES/THE UNITED STATES OF AMERICA, and STATE OF ... and LOCAL equivalents, is not a federal corporation.

292. PROOF OF CLAIM, the THE UNITED STATES OF AMERICA is not a municipal for-profit corporation originally incorporated February 21, 1871, under the name "District of Columbia," and Reorganized June 8, 1878, d.b.a. "UNITED STATES GOVERNMENT aka/dba THE THE UNITED STATES OF AMERICA." [See: 16 Stat. 419, ch. 62, 41st Congress, 3rd Session, "An Act to Provide a Government for the District of Columbia"; 20 Stat. 102, ch. 180, 45th Congress, 2nd Session, "An Act Providing a Permanent Form of Government for the District of Columbia."]

293. PROOF OF CLAIM, the THE UNITED STATES OF AMERICA, and STATE OF ... and LOCAL equivalents, is not a corporate entity operating/functioning in commerce as a bankrupt in Chapter 11 Reorganization wherein, and whereby, the Federal/State Government represented therein has been dissolved along with said corporations' Sovereign Authority, and the official capacities of all offices, officers, and departments, and said federal Government does not exist today in name only. [See: House Joint Resolution 192 of June 5, 1933, Pub. R. 73-10; Executive Orders 6072, 6102, 6111, and 6246; Senate Report 93-549; Cong. Rec., March 17, 1993, vol. 33, speaker: James A. Trafletti, Jr., which states in part: "Mr. Speaker. We are now here in Chapter 11. Members of Congress are official trustees presiding over the greatest reorganization in world history, the U.S. Government.... It is an established fact that the United States Federal Government has been dissolved by the Emergency Banking Act, March 9, 1933, 48 Stat. 1, Public Law 89-719, declared by President Roosevelt, being bankrupt and insolvent. H.J.R. 192, 73rd Congress in session June 5, 1933 - Joint Resolution to Suspend the Gold Standard and Abrogate the Gold Clause - dissolved the Sovereign Authority of all United States and the official capacities of all United States Government Offices, Officers, and Departments and is further evidence that the United States Federal Government exists today in name only..."]

294. PROOF OF CLAIM, this new "municipal corporation" d.b.a. THE UNITED STATES OF AMERICA, and STATE OF ... and LOCAL equivalents, did not adopt the original organic Constitution for the United States of America c1878 as its corporate/municipal charter. [See: 41st Congress' Act(s), Session 3, ch. 62, p. 419, Sec. 34, February 21, 1871]

295. PROOF OF CLAIM, the location of the UNITED STATES/THE UNITED STATES OF AMERICA, and STATE OF ... and LOCAL equivalents, is not in the District of Columbia. [See: UCC 9-307(h); which states: "Location of United States is located in the District of Columbia."; cf. Title 28 D. C. Code § 28.9-307(h)].

296. PROOF OF CLAIM, this Government for the "District of Columbia" was not established by Act of June 20, 1874; and a temporary Government by "commissioners" was not thereby created and existed until the Act of June 11, 1878, wherein provision was made for the continuance of the "District of Columbia" as a "municipal corporation" controlled by the federal Government through these "commissioners"; and said corporation is not subject to the ordinary rules that govern the law of



procedure between private persons. [See: U.S. Rev. Stat. 1 Supp. 22; 7 D.C. 178; 132 U.S. 1, which states: "The sovereign power is lodged in the Government of the United States, and not the corporation of the district."]

297. PROOF OF CLAIM, the term "United States" as used and employed within the Constitution for the United States of America c1819 at Article III Section 3, is not used in the plural, i.e. them, their; and does not mean none other than the People of the "several states" and the National Government situated within the ten (10) mile square of the District of Columbia, its enclaves, forts, magazines, docks, and arsenals scattered abroad, under, and only under, said Constitution establishing and ordaining the Original Jurisdiction and the Government for same.

298. PROOF OF CLAIM, the term/word "State" does not mean a state of the United States, the District of Columbia, Puerto Rico, the United States Virgin Islands, or any territory or insular possession subject to the jurisdiction of the United States [See: UCC 9-102(a)(76); cf. Title 28 D.C. Code § 28.9-102(a)(76)]; and a "state of the United States" is inclusive of the fifty freely associated compact states, i.e. the "several states," but a "state of the United States" is not a corporate or corporately "colored" sub-franchise territorial State unit of the parent corporation, i.e. THE UNITED STATES OF AMERICA.

299. PROOF OF CLAIM, the term "in this state," "this state," and "State" as employed/used within federal and state statutes/laws/ordinances/regulations/codes, and the like, and as this relates to and bears upon the UNITED STATES CODE, STATE OF ... and LOCAL equivalents, and ALL Titles thereof, and the two-capital-letter federal postal designation, e.g. AL, GA, KY AND NY and the five-digit ZIP, i.e. Zoning Improvement Plan, code are references to, and are inclusive of the freely associated compact union states, i.e. the "several states," and are not rather terms, designations, and codes defining and referencing federal zones/territorial state units; and are not defined for tax jurisdiction purposes as the "District of Columbia", i.e. THE UNITED STATES OF AMERICA.

300. PROOF OF CLAIM, the "District of Columbia," and the territorial district of the THE UNITED STATES OF AMERICA are "states" within the meaning of the Constitution for the United States of America c1819 and the "Judiciary Act" so as to enable a citizen thereof to sue a citizen of one of the states in federal courts, and are not "states" as that word is used in treaties with foreign powers, with respect to the ownership, disposition, and inheritance of property.

301. PROOF OF CLAIM, if a nation comes down from its position of sovereignty and enters the domain of commerce, it does not submit itself to the same laws that govern individuals therein; and does not assume the position of an ordinary citizen therein; and can recede from the fulfillment of its obligations therein.

302. PROOF OF CLAIM, the united States did not stipulate to becoming "territorial state units of the UNITED STATES" for receipt of benefits through the Social Security Act of 1935.

303. PROOF OF CLAIM, the several union States did not accommodate the federal bankruptcy through pledge of its faith and credit to the aid thereof at the Conference of Governors, March 6, 1933. [See: Declaration of Interdependence, January 22, 1937, Book of the States, vol. II, p. 144]

304. PROOF OF CLAIM, the walk-out of the seven (7) southern nation states from Congress March 27, 1861, without setting a day to reconvene or a vote of adjournment, thereby leaving Congress without a quorum, did not dissolve the de jure and/or de facto Congress of the United States of America, to which President Lincoln responded with force, reconvening Congress within a private military jurisdiction under martial law in his capacity as Commander-in-Chief; and said Congress does not, and is not, operating/functioning in same capacity, and under same authority, to this present day.

305. PROOF OF CLAIM, the Post Civil War "Revisions" of the Constitutions of the freely associated compact union states, i.e. the "several states," such said revision of any State did not alter said instruments specifically in one important area, i.e. abolishing the entire class of free "electors" and replacing them with the "elective franchise" (registered voters) in compliance with the "Public Trust", i.e. the cestui que trust, i.e. a constructive trust, i.e. a trust which is a mixture of law and (not or) fraud as established within and under the purview of the XIVth Amendment to the federal corporate parents' Charter/Constitution formerly adopted, or so alleged, February 27, 1871, thereby, and therein, extending said Public Trust to operate within the several states; and said revisions of said constitutions did not thereby, and therein dissolve the General Assembly(s) as originally established and ordained, of all the states; and such did not place these General Assemblies upon the same footing and within the same jurisdiction as that of the Congress wherein, and whereby, their constitutional identity as constitutionally created entities by law was not lost; and did not cause same to lose all lawful Right, authority, and power to legislate upon any and all subjects for the People of the "several states", which did not cause the post civil war "revisions" of all the statutes/laws into "Codes" which did not act to remove the law and leave merely the form/shadow of same, i.e. the legal aspects standing.

306. PROOF OF CLAIM, the "revisions" of the state Constitutions as originally established and ordained, upon cessation of open hostilities of the Civil War in which were destroyed the entire class of "sovereign electors" and replaced by "registered voters" (the elective franchise), such did not destroy "sole proprietorships (or principal creditor-ships of, by, and for the People); and did not replace them with (artificial) corporate franchises under purview of the XIVth Amendment to the federal corporate municipal for-profit parent Government's Charter/Constitution.

307. PROOF OF CLAIM, under the "Instrumentality Rule" the THE UNITED STATES OF AMERICA/United States of America is not, and will not, be responsible when the subservient corporation becomes exposed as a mere instrument and actually indistinct from the controlling corporation, i.e. the THE UNITED STATES OF AMERICA, and STATE OF ... equivalents, also known by any and all derivatives and variations in the spelling of said names, is not operating and functioning as a mere corporate instrument (sub-franchise compact territorial corporate state unit) of the THE UNITED STATES OF AMERICA.

308. PROOF OF CLAIM, the doctrine of "equal standing" in law and the Maxim of Law: "Disparata non debent Jungi" (Dissimilar things ought not to be joined), does not make it perfectly clear that only parties of equal standing can communicate in law.

309. PROOF OF CLAIM, a judgment is not "void for uncertainty" if it fails to identify the parties for, and against, whom it is rendered with such certainty that it may be readily enforced.

310. PROOF OF CLAIM, the all-capital-letter "named" alleged defendant in the above referenced alleged matter is not a corporate franchise, and/or cestui que vie, and/or constructive trust, and/or estate, and/or the like.

311. PROOF OF CLAIM, the all-capital-letter "named" alleged defendant in the above referenced alleged matter is not an "idem sonans", i.e. sounding the same or alike, as with the name of the Undersigned.

312. PROOF OF CLAIM, the all-capital-letter "named" alleged defendant in the above referenced alleged matter does not represent, and is not, a "legal name", i.e. the name of the "legal person" recognized in law.

313. PROOF OF CLAIM, a "legal name", as this relates to and bears upon the "named" alleged defendant within the above referenced alleged matter, is not a name constructed upon the "form" and "shadow" of "true name," but without the substance, value, spirit, essence, and the like; and "legal names" are not the ONLY names recognized, and capable of being recognized, in law today; and do not denote, identify, and reference "artificial persons."

314. PROOF OF CLAIM, a "legal name", and specifically as this relates to and bears upon the "named" alleged in the above referenced alleged matter, is not written in "legalese", i.e. a language foreign to, and constructed outside of, the bounds of English grammar.

315. PROOF OF CLAIM, the all-capital-letter "named" alleged defendant in the above referenced alleged matter is not a "juristic person", i.e. a "person", i.e. an "artificial person", i.e. a "legal person", i.e. an entity, such as a corporation, created by law [Birth Registration Acts of the various corporate sub-franchise compact territorial state units] and given certain "legal rights (grants/benefit/privileges) and duties of a being, real or imaginary, who for the purpose of legal reasoning is treated more or less as a man, and also termed a "fictitious person," "juristic person," and "legal person."

316. PROOF OF CLAIM, the term "in propria persona", i.e. "in one's own person," does not tacitly, if not expressly, declare and affirm that there is some other "person" by whom and through whom one can/may act, and such other person is not a corporate "person" (persona).

317. PROOF OF CLAIM, the all-capital-letter "named" alleged defendant in the above referenced alleged matter does not exist only by force of or in contemplation of law, i.e. solely within the imagination having no actual existence.



318. PROOF OF CLAIM, the all-capital-letter "named" alleged defendant in the above referenced alleged matter is not a "dummy", i.e. a sham, make believe, pretended, imitation, strawman, a man who serves in place of another, or who serves until the "proper person" is named or available to take its place, e.g. as in dummy corporate officers, dummy owners of real estate; and when its name is called in court and specifically as this relates to and bears upon the "named" alleged defendant within the above referenced alleged matter, and a living, breathing flesh-and-blood "real" man, e.g. the Undersigned, answers believing said "name" to be his own "true name," said "proper person" is not thus found, available, and thereby, and therein, "joined", without notion all-be-it through fraud.

319. PROOF OF CLAIM, the all-capital-letter "named" alleged defendant in the above referenced alleged matter is not a "dummy corporation", i.e. a corporation formed for sham purposes and not for conducting legitimate business, e.g. to avoid "personal liability"; and as this relates to and bears upon the above referenced alleged matter, to establish the obligation for payment of fines, fees, and specific performance as that of the Undersigned's as an "accommodation party," and "surety" for the Principal, i.e. the all-capital-letter "named" alleged defendant in said alleged matter.

320. PROOF OF CLAIM, the all-capital-letter "named" alleged defendant in the above referenced alleged matter is not an "ens legis", i.e. a creature of the law, an artificial being, as contrasted with flesh-and-blood, real, sentient man, such as the Undersigned, applied to corporations, and considered as deriving their existence entirely from the law.

321. PROOF OF CLAIM, the all-capital-letter "named" alleged defendant in the above referenced alleged matter is not a "fictitious name", i.e. a counterfeit, feigned, or pretended name, differing in some particular essential from a man's "true name," with the implication that it is meant to deceive or mislead, consisting of a Christian name and patronymic (name of the house/father/family; surname).

322. PROOF OF CLAIM, a "fictitious name" is not the opposite of a "true name" of a man, e.g. the Undersigned's "true name" as shown herein below; and said "fictitious name" is not created by Public Policy of the corporate THE UNITED STATES OF AMERICA, and STATE OF ... and LOCAL equivalents, at the time of a man's birth and "brought wholly into separate existence" via the man's birth record/document/instrument thereby, and therein "christening" said "corporate franchise" as a commercial "vessel" under THE UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents, registry.

323. PROOF OF CLAIM, the all-capital-letter "named" alleged defendant in the above referenced alleged matter is not an "individual" as such word/term is used/employed in State and Federal statutes/laws/codes; and is not defined as a "citizen of the United States"; and said definition is not a reference to the XIVth Amendment of the corporate THE UNITED STATES OF AMERICA Charter/Constitution; and said reference does not denote said "named" individual as that of a "trust entity."

324. PROOF OF CLAIM, that where a federal definition of a term/word exists and is provided, such definition does not supersede any and all definitions given for the same term/word within the sub-franchise compact territorial state units a.k.a. STATE OF ... and LOCAL equivalents.

325. PROOF OF CLAIM, the all-capital-letter "named" alleged defendant in the above referenced alleged matter is not a "legal fiction", i.e. something "assumed" to pretend, to accept without proof, an "assumption" created by the imagination which, without that irksome necessity for proof, allows for truth to be a lie, and a lie to be the truth, establishing essentially the "Doctrine of Pretending," based on pretense, lies, deceit, and dissembling, i.e. to conceal or disguise the true nature of so as to deceive, and to conceal one's true nature, i.e. to act hypocritically.

326. PROOF OF CLAIM, "recognized in law" as applied to these "legal names" of "legal persons" and employed/used within the courts, and specifically the alleged "court of record" within the above referenced alleged matter, and legal system today does not mean "existing by force of or in contemplation of law."

327. PROOF OF CLAIM, the all-capital-letter "named" alleged defendant in the above referenced alleged matter does not reference and identify a "public vessel", i.e. one owned and used by the a nation or Government for its public service, e.g. within its revenue service.

328. PROOF OF CLAIM, "public" is not the vast multitude, which includes the ignorant, the unthinking, and the credulous; and does not reference and identify ONLY "artificial persons" which possess no brain nor intelligence; and the "public" of the THE UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents, is not comprised solely of such "artificial persons"; and Public Law/Policy, THE UNITED STATES OF AMERICA, STATE OF ... and LOCAL, does not operate solely upon said "persons."

329. PROOF OF CLAIM, a "vessel" in admiralty law is limited to ships or "vessels" engaged in commerce; and in admiralty the "names" of "vessels" are not designated in all-capital-letter format/style; and the all-capital-letter "named" alleged defendant in the above referenced alleged matter does not represent and identify a "vessel" in admiralty in which all jurisdiction ensues, flows, and arises from "contract", real or presumed, expressed or implied, revealed or unrevealed.

330. PROOF OF CLAIM, the all-capital-letter "named" alleged defendant in the above referenced alleged matter is not referencing and identifying a "straw man" (stramineus homo), i.e. an artificial person created by law having a fictitious name, existing only by force of or in contemplation of law, a distinct "legal entity" (corporate) that benefits the creator, i.e. THE UNITED STATES OF AMERICA, and STATE OF ... and LOCAL equivalents, allowing the creator to accomplishing things in the name of the "straw man" that would not otherwise be permitted.

331. PROOF OF CLAIM, the word/term "transmit" does not mean to convey, send, transfer, or to pass along as used and employed within the current present day legal profession and courts.

332. PROOF OF CLAIM, the word/term "utility" in patent law does not mean "industrial value, the capability of being so applied in practical affairs as to prove advantageous in the ordinary pursuits of life, or add to the enjoyment of mankind."

333. PROOF OF CLAIM, the word/term "utility" is not further defined as having some beneficial purpose; and the degree of "utility" is material.

334. PROOF OF CLAIM, "goods" and "services" from the public venue are not solely accessed, i.e. "transmitted" for billing purposes, in an all-capital-letter formatted name.

335. PROOF OF CLAIM, the all-capital-letter "named" alleged defendant in the above referenced alleged matter is not a "transmitting utility", i.e. a conduit acting as a nexus between the public venue and a man, e.g. the Undersigned, and thereby evidencing an industrial value so applied in practical affairs as to prove advantageous and beneficial.

336. PROOF OF CLAIM, the word/term "person" as used/employed in the legal system and science thereof today is not a "general word" which includes in its scope a variety of entities other than man.

337. PROOF OF CLAIM, the word/term "person" cannot be limited by the statutory rule of construction which teaches that the meaning of a word in a statute may be determined by reference to its association with other words or phrases.

338. PROOF OF CLAIM, the statutory rule of construction "ejusdem generis" is not an illustration of a broader rule of statutory construction "noscitur a sociis."

339. PROOF OF CLAIM, the general word/term "person" as applied to the statutory rule of construction "ejusdem generis" is to be construed/interpreted in its widest extent wherein it follows an enumeration of "persons" or "things" by words of a particular and specific meaning; and is not rather to be held as applying ONLY to "persons" or "things" of the same general kind or class as those specifically mentioned; and such specific terms do not modify and restrict interpretation of the general term.

340. PROOF OF CLAIM, the origin of the general word/term "person" as defined, used, and employed in the legal system and science of law today is not a "mask an actor wears," and is not the true, correct, and complete significance of said word/term in said system and science.

341. PROOF OF CLAIM, under the rule of construction expression of one thing is the exclusion of another, and specifically as this rule of construction relates to and bears upon the UNITED STATES CODE, STATE OF ... and LOCAL equivalents, and/or specifically THE ACT OF MARCH 9TH, 1933 and any and all laws implemented based upon that alleged authority and foundation thereof, where a statute or Constitution/Charter enumerates the things on which it is to operate or forbids certain things, it is not to be construed/interpreted as excluding from its operation all those not expressly mentioned.

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342. PROOF OF CLAIM, a "person" or "any person" as employed and used in statutes today, and specifically within the UNITED STATES CODE, STATE OF ... and LOCAL equivalents, and/or specifically THE ACT OF MARCH 9TH, 1933 and any and all laws implemented based upon that alleged authority and foundation thereof, is not merely a corporation/corporately colored entity, which exists merely by force of or in contemplation of law, i.e. solely within the mind and imagination of a man.

343. PROOF OF CLAIM, the general term "person" or "any person", and specifically within the UNITED STATES CODE, STATE OF ... and LOCAL equivalents, including but not limited to THE ACT OF MARCH 9TH, 1933 and any and all laws implemented based upon that alleged authority and foundation thereof, does include and does apply and refer to a man, i.e. a breathing, flesh-and-blood Living Soul.

344. PROOF OF CLAIM, the general word/term "person" or "any person" as used and employed in statutes today, and specifically within the UNITED STATES CODE, STATE OF ... and LOCAL equivalents, including but not limited to THE ACT OF MARCH 9TH, 1933 and any and all laws implemented based upon that alleged authority and foundation thereof, does not exclude a man, i.e. a living, breathing, flesh-and-blood Living Soul being from inclusion within the operation of the statute.

345. PROOF OF CLAIM, whereas a "natural person" is defined as a "human being" [See: Black's Law Dictionary, Rev. 4th ed., 1968, p. 1300 at "PERSON"], a term not defined within any Law Dictionary the Undersigned has researched, i.e. "human being," and a "person" being a general term which includes every natural person, firm, co-partner-ship, corporation, association, or organization which is restricted in its interpretation by the specific word/term "corporation," statutes employing and using the term "person" or "any person", and specifically as this relates to and bears upon the UNITED STATES CODE, and STATE OF ... and LOCAL equivalents, including but not limited to THE ACT OF MARCH 9TH, 1933 and any and all laws implemented based upon that alleged authority and foundation thereof, is not restricted in its interpretation to that of some form, kind and style of corporate (artificial) entity through such rules of construction as *Inter alia*, "noscitur a sociis," "ejusdem generis," and "expressio unius est alterius," thereby, and therein, excluding "natural person" (man) from the operation of said statute.

346. PROOF OF CLAIM, it is not the nature of Law that what One creates, One controls.

347. PROOF OF CLAIM, this principle of Law, i.e. that what One creates, One controls, is not the natural Law, which binds a creature to its Creator.

348. PROOF OF CLAIM, a man is not a creature of a Creator.

349. PROOF OF CLAIM, man's Creator is not Jehovah the Living God (YHWH/JHVH), and a man is not created in His image; and, He, Jehovah the Living God (YHWH), is not spirit; and His image (likeness) is not spiritual; and a man is not therefore a spiritual entity in possession of a physical body.

350. PROOF OF CLAIM, that a man as a creature of Jehovah the Living God (YHWH/JHVH), He, and He alone, does not by Right of Creation have authority and power to control man.

351. PROOF OF CLAIM, the word/term "natural" as used/employed within the legal profession, science thereof, and present day courts is not defined and to be understood in its vernacular; and such definition is not "present in or produced by nature", i.e. the physical/natural world and its "phenomena", i.e. the laws of nature.

352. PROOF OF CLAIM, the word/term "natural" and "nature" do not share the same Latin origin, i.e. nasci, to be born.

353. PROOF OF CLAIM, "to be born" of natural phenomena (the laws of nature present in or produced by nature (the physical/natural world) in accordance with and pursuant to the laws of nature (natural/physical phenomena) is not an act whereby that which is born is brought into life or being within the physical/natural world.

354. PROOF OF CLAIM, a difference does not exist between a man and person; and in said words/terms as used/employed within the legal profession, and science thereof, and present day courts as operating/functioning presently.

355. PROOF OF CLAIM, if Respondent(s) agree expressly or otherwise, that a man is a spiritual being in possession and use of a physical/natural body, said body is not operating/functioning, and existing as a vessel, a shell, a mask through which, and by which a man communicates, interacts, and interfaces with, and within, the physical/natural world around him during his physical/natural sojourn within the physical/natural world.

356. PROOF OF CLAIM, it is not man's physical/natural body, which through the act of birth is born of natural/physical phenomena (laws of nature) present in or produced of nature (physical/natural world) in accordance with, and pursuant to, the laws of nature (natural/physical phenomena), and thereby, and therein, born, i.e. brought, into life and being within the physical/natural world.

357. PROOF OF CLAIM, man's physical/natural body is not by Divine design, function, operation, and by definition a "person" as such word/term is used/employed within the legal profession, science thereof, and present day courts.

358. PROOF OF CLAIM, it is not man's physical/natural body upon which a man commits a trespass against the "person" of another through the act of false imprisonment; and a man can falsely imprison, arrest, detain, restrain, search, and the like the "person" or anything other than a "person" physically/naturally existing within the physical/natural world.

359. PROOF OF CLAIM, man's physical/natural body is not a "natural person"; and is not the object defined by said word/term as used/employed within the legal profession, science thereof, and present day courts.

360. PROOF OF CLAIM, a statute(s)/law(s), and specifically those contained within the UNITED STATES CODE, STATE OF ... and LOCAL equivalents, including but not limited to THE ACT OF MARCH 9TH, 1933 and any and all laws implemented based upon that alleged authority and foundation thereof, which use/employ the word/term "person" are referring to and identifying a "natural person", as opposed to a "corporate/artificial person" which is birthed (berthed) solely within the imagination/mind of a man, and therein brought wholly into separate existence by force of, or in contemplation, of law; and by thus far covered rules of statutory construction, statute(s)/law(s) should not expressly and specifically use/employ the word/term "natural person" if operation of said statute(s)/law(s) are meant to operate over and upon said specific "person"; and the all-capital-letter "named" alleged defendant within the above referenced alleged matter is a "natural person."

361. PROOF OF CLAIM, that as the General Assembly (legislature) of the corporate compact territorial unit d.b.a. THE UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents/instrumentalities, did not create the man, and specifically as this relates to and bears upon the Undersigned, nor another form, style, kind, and type of corporate juridical construct, it does possess, and does have, any authority to control a man based upon real or presumed Right of Creation which acts to bind said man to said juridical construct.

362. PROOF OF CLAIM, that to get around this issue of Right of Creation and control the man, the General Assembly (legislature) of the corporate compact territorial unit d.b.a. THE UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents/instrumentalities, did not create an "office of person," an "office" within its corporate structure and venue, which by Right of Creation it controls and regulates.

363. PROOF OF CLAIM, that the corporate compact territorial unit d.b.a. THE UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents/instrumentalities, does not through employment and use of empty, fictitious, and false inducements disguised as benefits, privileges, immunities, grants, and the like backed by threats, duress, and coercion, e.g. "you may not drive, fish, hunt, marry, operate a business, work, in short, live, without a license (permission to do that which would otherwise be illegal) or you will be fined, go to jail, or both," thereby, and therein, inducing a living, breathing, flesh-and-blood man into alleged contracts and to occupy/hold the "office of person" created by the General Assembly (legislature) of said corporate construct State; and thereby, and therein, control a man through said "office of person", which by Right of Creation it controls and regulates.

364. PROOF OF CLAIM, that where this control over a man by the corporate compact territorial unit d.b.a. THE UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents/instrumentalities, is achieved by the man holding the "office of person" and bound thereby, and therein, through nexus of contract, there are not a plethora of administrative agencies, departments, bureaus, and the like, along with countless sub-whatever's therein, operating as "sources of authority" and effectively legislating so-called laws into existence operating over and upon said "office of person" wherein the man is bound through nexus of alleged contract and effectively and completely controlled and regulated.

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365. PROOF OF CLAIM, that this legislatively created State/Federal "office of person" is not a mask, a corporate mask/person, a fictional device of artifice created solely for the ability of the corporate compact territorial unit d.b.a. THE UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents/instrumentalities, to accomplish the presumed "voluntary enslavement and servitude (achieved through fraud and deceit of gross proportions) of the man wearing the mask.

366. PROOF OF CLAIM, "residency" within the corporate compact territorial unit d.b.a. THE UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents/instrumentalities, is not a requirement for eligibility of benefits, privileges, immunities, grants and the like from said corporate juridical constructs.

367. PROOF OF CLAIM, the "office of person" is not a sub-set/class of "resident."

368. PROOF OF CLAIM, a living, breathing, flesh-and-blood man does not step into, take up, and hold the "office of person" by taking up "residency" within the corporate compact territorial unit d.b.a. THE UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents/instrumentalities, thereby, and therein, donning the mask of a "person" within the venue and jurisdiction of said juridical construct.

369. PROOF OF CLAIM, "residency" is not defined as a "factual" place of abode, living in a particular locality, and requiring only bodily presence as an "inhabitant" of a place.

370. PROOF OF CLAIM, "locality" is not defined as a definite region in any part of space, a geographical position.

371. PROOF OF CLAIM, "space" is not defined as the infinite extension of the three-dimensional, i.e. having height, breadth, and depth field of everyday life.

372. PROOF OF CLAIM, "inhabitant" is not defined as One who resides actually, and permanently, in a given place, and has his domicile there.

373. PROOF OF CLAIM, "residency" is not therefore a "real" geographical location, region, or position existing within three-dimensional space in which a living, breathing, flesh-and-blood man, possessing a body, may bodily be present in a fixed and permanent manner wherein is his domicile and thereby, and therein, constitutes him an inhabitant.

374. PROOF OF CLAIM, a living breathing, flesh-and-blood man, and specifically as this relates to and bears upon the Undersigned, can take up "residence" and bodily inhabit the artificial/fictional juridical construct of the corporate compact territorial unit d.b.a. THE UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents/instrumentalities, which exist solely within the mind/imagination of man by force of, or in contemplation, of law.

375. PROOF OF CLAIM, a living, breathing, flesh-and-blood man, and specifically as this relates to and bears upon the Undersigned and the above referenced alleged matter, does not need to hold/occupy an "office" within the corporate compact territorial unit d.b.a. THE UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents/instrumentalities, e.g. "office of person" for said corporate juridical construct's General Assembly (legislature) to regulate and control said man.

376. PROOF OF CLAIM, the right and authority of the General Assembly (legislature) of the corporate compact territorial unit d.b.a. THE UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents/instrumentalities, to regulate and control living, breathing, flesh-and-blood man, and specifically as this relates to, and bears upon, the Undersigned through operation of the UNITED STATES CODE, STATE OF ... and LOCAL equivalents/instrumentalities, including but not limited to THE ACT OF MARCH 9TH, 1933 and any and all laws implemented based upon that alleged authority and foundation thereof, as in above referenced alleged matter, which is not occupying/holding any "office", e.g. "office of person" within the corporate juridical construct is not also prohibited by the Bill of Rights contained within the Charter of said construct. [See: Constitution for the United States of America c1819 articles in amendment]

377. PROOF OF CLAIM, whereas the alleged XIIIth Amendment to the Constitution/Charter of the federal municipal for-profit corporate Government juridical construct d.b.a. THE UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents/instrumentalities, prohibits involuntary slavery and servitude, except as "punishment for crime," voluntary slavery and servitude are prohibited by this same Amendment. [See: Constitution for the United States of America, alleged XIIIth Amendment, Sec. I, cf. alleged XIVth Amendment, Sec. I]

378. PROOF OF CLAIM, the corporate compact territorial unit's d.b.a. THE UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents/instrumentalities, manner of inducing a living, breathing, flesh-and-blood man into occupying/holding the "office of person" within said construct, i.e. fraud, deceit, artifice, threats, duress, coercion, and the like, does not constitute involuntary slavery and servitude prohibited by its parent corporate juridical Government construct's Charter, and does not thereby, and therein, constitute "ultra vires" acts, i.e. acts beyond the scope of the powers of a corporation, as defined by its Charter or act of incorporation, which applies not only to acts prohibited by its Charter, but acts which are in excess of powers granted and not prohibited.

379. PROOF OF CLAIM, a "crime" and the allegation thereof, and specifically as this relates to and bears upon the above referenced alleged matter, is not by definition an offense committed against the "state" and an offense committed against a living, breathing, flesh-and-blood man is not by definition a "tort," which may be, inter alia, in the nature of a personal injury, slander, or defamation of character.

380. PROOF OF CLAIM, a "crime" is not those wrongs, which the Government notices as injurious to the "public," and punishes in what is called a "criminal proceedings" in its own name.

381. PROOF OF CLAIM, the distinction between a "crime" and a "tort" is not that the former is a "breach" and violation of the public right and duties due to the whole community considered as such, and in its social aggregate.

382. PROOF OF CLAIM, the "public," "community," "social aggregate," and the like which comprises the THE UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents/instrumentalities, is not composed solely of "artificial persons," ens legis corporate entities in the form of some "office", e.g. "office of a person," "resident," "citizen," and the like operating, functioning, and existing as a mask worn by a living, breathing, flesh-and-blood man as an actor within the venue, and upon the stage, of the corporate juridical construct and bound thereto, and therein, through nexus of contract with said corporate State/Federal juridical construct; and said "public," "community," "social aggregate," and the like is composed of living, breathing, flesh-and-blood men.

383. PROOF OF CLAIM, a living, breathing, flesh-and-blood man, and specifically the Undersigned in relation to the above referenced alleged matter, can commit a "crime" or "public offense," and can cause an injury to an artificial corporate entity existing only within the mind/imagination of man by force of, or in contemplation of, law; and a "breach" of the public right and duties due which would constitute a "crime" or "public" offense or would be "injurious" to the public, and therefore is punished in the name of the THE UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents/instrumentalities, is not and must not ensue from contract, e.g. between the Undersigned and the THE UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents/instrumentalities, binding the Undersigned to the corporate policy and therefore liable for "breaches" thereof on the part of the Undersigned.

384. PROOF OF CLAIM, whereas a living, breathing, flesh-and-blood man cannot commit a "crime," "public offense," or injury against an artificial corporate Government juridical construct, its "public," "community," "social aggregate," and the like which solely exist as artificial entities and without tangible substance or actual existence, and specifically as this relates to the THE UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents/instrumentalities, and the Undersigned, a conviction, sentence, commitment, and term of imprisonment for a non-existent "crime" or "public offense" which cannot possibly be carried out does not constitute involuntary slavery and servitude in violation of the parent corporate Government's Charter at the alleged XIIIth and XIVth Amendments thereto; and does not therein, and thereby, constitute "ultra vires" acts on the part of said Government actors/agents involved therein.

385. PROOF OF CLAIM, all political power is not inherent in the "People"; and the use of the word/term "people" rather than "person" as elsewhere within the text of the Constitution/Charter does not declare beyond any doubt the People are the sovereign political power holders. [See: Constitution for the United States of America c1819 Preamble; Art. I, § 2, cl. 1; Art. I, § 3, cl. 1; Amendments IX, and X]

386. PROOF OF CLAIM, this principle of inherent political power does not demonstrate the natural law and the natural flow of delegated power.

387. PROOF OF CLAIM, in "common usage" the word/term "person" does include the sovereign; and statutes/laws which use/employ the word/term "person" are not construed to exclude the sovereign.

388. PROOF OF CLAIM, the "People" have not succeeded to the rights of the sovereign of the state, and are therefore bound by "general words" in a statute without being expressly named therein.

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Certified True, Accurate and Complete



389. PROOF OF CLAIM, the federal corporation d.b.a. THE UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents/instrumentalities, does not fully embrace the sovereign immunity theory.

390. PROOF OF CLAIM, the living, breathing flesh-and-blood "People" are not the Sovereign's, without subjects, and are not superior to the alleged government, regardless of form and construct.

391. PROOF OF CLAIM, the THE UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents/instrumentalities, did create the "office of Sovereign political power holder"; and can ascribe penalties for "breach" of said "office" supported by a contract obtained through "full disclosure" wherein a "fair or valuable consideration" was given.

392. PROOF OF CLAIM, the decision of the court in *Hale v. Henkel* does not contrast the Sovereign paradigm and the corporate franchise feudal paradigm.

393. PROOF OF CLAIM, the use/employment of the word/term "individual" in *Hale v. Henkel* rather than "Sovereign" as in: "The individual may stand upon his constitutional rights as a citizen, ..." does not establish and demonstrate the principle that the Sovereign, being a non-signatory to the Constitution and a non-party to this social compact, therefore has no rights created by said compact as his rights, i.e. the Sovereigns, existed by the law of the land (common-law) long antecedent to the organization of the State, that said Rights are not inherent, and are not solely "secured" by the social compact, not granted thereby nor created therein; and said Constitutional rights, e.g. The Bill of Rights, are grants, but are not rather prohibitions as they operate upon the agents of Government through contractual nexus not to violate them in respect to the People, and not to construe such as to deny or disparage others retained by the People.

394. PROOF OF CLAIM, that the SUPREME COURT OF THE UNITED STATES, or STATE OF ... and LOCAL equivalents/instrumentalities, has overturned *Hale v. Henkel*, or any of the various issues of this case.

395. PROOF OF CLAIM, a Sovereign man can be named in a statute/law, and specifically as this relates to and bears upon the UNITED STATES CODE, STATE OF ... and LOCAL equivalents/instrumentalities, and/or specifically THE ACT OF MARCH 9TH, 1933 and any and all laws implemented based upon that alleged authority and foundation thereof, as merely a "person" or "any person" or any other abstraction acting as a label, and thereby failing to name the Sovereign by specific and particular words.

396. PROOF OF CLAIM, that whereas the corporate compact territorial unit d.b.a. THE UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents/instrumentalities, charters declares all "men" are free, the same does hold true, and all "persons" are free.

397. PROOF OF CLAIM, the UNITED STATES CODE, STATE OF ... and LOCAL equivalents/instrumentalities, and/or specifically THE ACT OF MARCH 9TH, 1933 and any and all laws implemented based upon that alleged authority and foundation thereof, in using/employing the word/term "person," such word/term should not be interpreted to mean a corporation/corporately colored entity.

398. PROOF OF CLAIM, an "attorney" is not an "officer of the court", and as such, is not an "officer" and "arm" of the State.

399. PROOF OF CLAIM, an "attorney" is not a "State Officer," and as such is not firmly part of the Judicial Branch of the State allegedly "licensed" to practice law by the CHIEF JUSTICE of the SUPREME COURT, STATE OF ... and LOCAL equivalents/instrumentalities.

400. PROOF OF CLAIM, an "attorney", i.e. a State Officer of the Court firmly entrenched in the Judicial Branch of Government, is not therefore barred under the "Separation of Powers" Clause, and the prohibition of multiple title holdings within the Constitution(s)/Charter(s) of both the State and federal Juridical Government constructs from holding any position or office outside the Judicial branch of said Government, e.g. office of the President/Governor, office of a Representative/Senator, is not un-lawful and a felony as defined within the UNITED STATES CODE, STATE OF ... and LOCAL equivalents/instrumentalities.

401. PROOF OF CLAIM, an "attorney's" first duty is not to the court and public, and is in fact to the client; and wherever the duties to his client conflict with those he owes as an "officer of the court" in the administration of justice, the former must not yield to the latter; and such duty to the court can be shirked under the guise of representing a client.

402. PROOF OF CLAIM, the duty of an "attorney" is not to the court if a litigant client's interest threatens a STATE/FEDERAL interest.

403. PROOF OF CLAIM, an "attorney" who is admitted to practice, both by virtue of his oath of office and customs and traditions of the legal professions, does not owe to the court the highest duty of fidelity as an "esquire", i.e. a shield bearer, to the master he serves.

404. PROOF OF CLAIM, all courtrooms in America today, and specifically the alleged "court of record" within the above referenced alleged matter, are not commercial market places dealing in matters bearing exclusively upon the private, commercial scrip known as "Federal Reserve Notes" (F.R.N.'s), under the jurisdiction of a foreign, occupying, militaristic power, that are managed from the "bench" from the Italian "banca" for "bank" which is not broken in half, i.e. bankrupt, administered by merchant bankers called, inter alia, judges and magistrates; and who are not enforcing private, copyrighted, corporate policy known as, inter alia, "Code(s)", which is not wholly owned by British Corporations under the aegis of The Crown.

405. PROOF OF CLAIM, a living, breathing, flesh-and-blood man by retaining or accepting the services of an "attorney," to speak or file written documents for him, is not assumed, presumed, deemed, construed, and the like to be "non compos mentis", i.e. not mentally competent.

406. PROOF OF CLAIM, a living, breathing, flesh-and-blood man presumed, deemed, construed, and the like to be "non compos mentis" is not further damned as being a "ward of the court."

407. PROOF OF CLAIM, a living, breathing, flesh-and-blood man considered to be a "ward of the court" does not lose all his rights, and will be permitted to do anything therein.

408. PROOF OF CLAIM, the creation of these "corporate franchises", i.e. all-capital-letter entities, e.g. the all-capital-letter "named" alleged defendant within the above referenced alleged matter, did not accomplish two (2) primary objectives, to wit: 1) Taking away absolute property rights (in personam), and 2) Replace same with personal property rights (in rem) regardless of race.

409. PROOF OF CLAIM, "in personam" jurisdiction does any longer apply to the average man, and has not become a "mask" (personae) by which he is defrauded, raped, pillaged, and plundered.

410. PROOF OF CLAIM, these "corporate franchises" are not laboring under a conclusive presumption (statutorily imposed), judicially established, that they are "citizens" and "subjects" of the State of Incorporation, i.e. port of entry (State of birth of the man and State of berth of the "vessel") for which an estoppel has not been imposed upon anyone denying such citizenship.

411. PROOF OF CLAIM, that any estoppels can be imposed upon a presumption by statute or otherwise.

412. PROOF OF CLAIM, a "corporate franchise" is not defined non-obstante as "The right to exist and do business as a corporation. The right or privilege granted by the state or Government to the persons forming an aggregate corporation, and their successors, to exist and do business as a corporation, and to exercise the rights and powers incidental to that form of organization, under 'contract,' or necessarily implied in the grant."

413. PROOF OF CLAIM, a Charter of a corporation, e.g. the Charter/Constitution of the THE UNITED STATES OF AMERICA, 1871, STATE OF ... and LOCAL equivalents/instrumentalities, is not said corporation's "general franchise", and a "special franchise" does not consist in any rights granted by the "public" to use property for "public use" but with private profit.

414. PROOF OF CLAIM, a "franchise" is not a "capital asset" resulting in capital gain or loss, depending on whether all significant powers, rights, or continuing "interests" are "transferred" (after the fact) pursuant to the sale of a franchise.

415. PROOF OF CLAIM, a "capital asset" is not inclusive of a man as a resource, i.e. a man being, i.e. biological "goods."

416. PROOF OF CLAIM, a "transfer" of property is an act of the parties, or of the law, by which the title to property is conveyed from one man or person to another man or person; the sale and every other method, direct or indirect, of disposing of, or parting, with property or with an "interest" therein, or with the possession thereof (always by delivery or "livery of seisen"), or of fixing a secret indelible maritime lien upon property or upon an "interest" therein, absolutely or

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conditionally, voluntarily or involuntarily, by, or without, judicial proceedings, as a conveyance, sale, payment, pledge, hypothecation, mortgage, lien, encumbrance, gift, security, or otherwise.

417. PROOF OF CLAIM, a "transfer" is not an "assignment" or "conveyance" of property, including an instrument or document that "vests" in the transferee such rights as the transferor had therein; and is not a general term, i.e. all-encompassing term, used by the Uniform Commercial Code as Codified in the UNITED STATES CODE, and STATE OF ... and LOCAL equivalents, and CODE OF FEDERAL REGULATIONS, STATE OF ... and LOCAL equivalents, to describe the act that passes an "interest" in an instrument to another.

418. PROOF OF CLAIM, it is not the retention or relinquishment of this "interest" in every species of contract that determines who the Creditor and who the Debtor are and said parties "reasonable expectations" as to whom will succeed in any contract dispute arising from such a legal or commercial transaction.

419. PROOF OF CLAIM, whereas "transfer" means every mode, direct or indirect, absolute or conditional, voluntary or involuntary, in disposing or parting with property or with an "interest" in property, it may not include retention of the "res" and title (the "legal interest") upon proper terms, as a "security interest," or foreclosure of the debtors equity of redemption, as an un-liquidated claim to the holder in due course, having given value and secured the accrued right of action for enforcement purposes.

420. PROOF OF CLAIM, these "corporate franchises" are not governed by the maritime law of England.

421. PROOF OF CLAIM, Title 28 of the UNITED STATES CODE, STATE OF ... and LOCAL equivalents, Federal Rules of Civil Procedure (F.R.Cv.P.), STATE OF ... and LOCAL equivalents/instrumentalities, is not an admiralty rule book which governs ALL disputes over maritime contracts "in rem," or "quasi in rem," and "actions" or "transactions" that impose a debt, duty, obligation, or liability, e.g. an un-liquidated claim and an accrued right of action; and said Rules of Civil Procedure as adopted and in use/employment within the THE UNITED STATES OF AMERICA, and STATE OF ... and LOCAL equivalents, as contained in the UNITED STATES CODE, STATE OF ... and LOCAL equivalents, are not also an admiralty rule book applying its corporate parent's Rule Book.

422. PROOF OF CLAIM, there is not a two (2)-part test to determine existence of traditional admiralty jurisdiction, and those two (2) parts are not: 1) it must be established; and 2) it must be proven.

423. PROOF OF CLAIM, there is not a four (4) part test to determine traditional maritime jurisdiction, and those four (4) parts are not: 1) What are the functions and rule of the parties (the terms of the contract); 2) What are the types of vehicles and instrumentalities used (reward contract and duty to perform); 3) What is the causation (breach of contract and duty to perform) and type of injury (breach of warranty to pay - by the fraudulent debtor); and 4) Can the traditional concepts of rule of admiralty law be applied (who is the debtor and who is the creditor).

424. PROOF OF CLAIM, that ALL contracts with Government, i.e. THE UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents sub-franchise compact territorial State units, be they real or presumed, express or implied, revealed or unrevealed are not maritime in their nature, and are not therefore of admiralty jurisdiction.

425. PROOF OF CLAIM, a case/matter in admiralty does in fact arise under the Constitution or Laws of the United States of America.

426. PROOF OF CLAIM, In 1697, the British Board of Trade, under the Navigation Act, did not establish vice-admiralty courts set-up under the Townsend Acts, to provide a separate forum for "corporate franchise" merchants under license, or charter of the king, to resolve contractual disputes over the "transfer" or "conveyance" of "interests" in property, as well as property itself; more often than not, being disputes over "chattel paper," as opposed to money of different weight and fineness having numismatic or intrinsic value, and said disputes generally involving a controversy over the "transfer" of an "interest" (res and title) to the property involved, or upon the terms or conditions of its delivery (livery of seisen); and said merchant system was not introduced in England since before 1290 A.D. ; and did not evolve into a system of registration, first called "The Great Exchequer of the Jews," which operated to effect a security transaction and livery of seisen (Jewish mortgage; i.e., a "dead-gage," a pawn or pledge; something deposited as security for the performance of some act or the payment of money which, on failure or non-performance, is forfeited. A mortgage being a dead-gage as whatever profit it yields, it redeems not itself unless the whole amount secured is paid at the appointed time), which did not have more influence upon the common-law (legal) mortgage than is generally believed, which, today is called a legal and/or equitable (contractual) mortgage through the registration of any written document/instrument, e.g. the registration of live birth of a child, that describes the property and transfers a security interest in the property, to effect a lien and secure contract obligations, e.g. a U.C.C.-1 Financing Statement.

427. PROOF OF CLAIM, this system of admiralty and/or maritime jurisdiction has not evolved today to the point that whenever the THE UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents/instrumentalities, is a party to an action, "Chancery" is not adopted which jurisdiction is not conferred on federal and State courts by the Constitution, now statute and charter, and usages of "Chancery" in England whom furnish Chancery law that is exercised.

428. PROOF OF CLAIM, "Chancery" jurisdiction is not synonymous with "general equity jurisdiction," which is practiced according to STATE law or LOCAL practice; and is not practiced according to the law of England.

429. PROOF OF CLAIM, "Chancery" jurisdiction is not a "special" maritime jurisdiction "in rem."

430. PROOF OF CLAIM, "in rem" is not a technical term used to designate proceedings or actions instituted against the "thing" (res), in contradistinction to personal actions which are "in personam"; and do not include judgments of property as forfeited (or forfeitable as property previously pledged or hypothecated).

431. PROOF OF CLAIM, "Chancery" or "General Equity" jurisdiction is not ordinarily exercised to enforce pledges, trusts, uses, confidences, and other forms of contracts; and does not come to America right out of the "King and Queen's Bench," regarding the law for bankruptcy and insolvent debtors; and is not separate and distinct from the lex non-scripta (Anglo-Saxon common-law).

432. PROOF OF CLAIM, "forfeiture" is not an action of debt, and as such, does not begin in admiralty whether on land or navigable water.

433. PROOF OF CLAIM, where it has been stated that the forms of proceeding between actions at law and suits in equity have been abolished, such is not misleading; and such proceedings have not rather been judicially merged as of 1938 and 1966; and the difference in substance between law and equity is not firmly imbedded in the Constitution, and does not remain unaltered.

434. PROOF OF CLAIM, maritime jurisdiction is not implemented by "in rem" or "quasi in rem" attachment over the "res"; and does not depend upon the actual physical control of the "res" at the time litigations are begun; and such maritime jurisdiction "in rem" over the "res" is not judicially recognized by the Supreme Court.

435. PROOF OF CLAIM, "attachment" is not the act or process of taking, "apprehending," or seizing persons or property, by virtue of a writ, summons, or other judicial order ("warrant of arrest"), and bringing the same into the custody of the law for the purpose of bringing a person (e.g., an absconding, concealed, or fraudulent debtor) before the court for acquiring jurisdiction over the property seized, to compel an appearance, to furnish security for debt or costs, or to arrest a fund in the hands of a third party (garnishment/Custom of London); and is not a remedy ancillary to an action by which a plaintiff, specifically the THE UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents/instrumentalities, as in the above referenced alleged matter, is enabled to acquire a lien (mortgage) upon property or effects of the "named" alleged defendant, and specifically the "named" alleged defendant within the above referenced alleged matter, for satisfaction of judgment, which plaintiff may obtain where the alleged defendant and the Undersigned is a non-resident, or beyond the territorial jurisdiction of the court, his goods or lands within the territory may be seized upon process of "attachment"; whereby he will be compelled to enter an appearance, or the court acquires jurisdiction so far as to dispose of the property attached; and said form of "attachment" is not also termed "foreign attachment"; and such a proceeding does not become in substance one "in rem" against the attached property which more properly does not belong to a process otherwise familiarly known as "garnishment," a peculiar and ancient remedy open to creditors within the jurisdiction of the city of London (Custom of London); and is not a power and process variously denominated as "garnishment," "trustee process," or "factorizing."

436. PROOF OF CLAIM, the alleged warrant of arrest used by the above referenced alleged matter is not in nature, and actuality, some manner and form of "attachment" proceeding according to equity rather than proceeding according to common-law.

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437. PROOF OF CLAIM, the "law of persons and things" is not the "law of status"; and the "law of things" is not the "law of property", or better yet, "contract."

438. PROOF OF CLAIM, whereas a "person" as such word/term is used/employed within statutes/laws/codes/regulations/rules/ordinances, and the like, and specifically within the UNITED STATES CODE, STATE OF ... and LOCAL equivalents, including but not limited to THE ACT OF MARCH 9TH, 1933 and any and all laws implemented based upon that alleged authority and foundation thereof, is a subject of "rights" ("person of inheritance" [entitled]) and duties ("person of incidence" [bound]), and as a subject of a right, the "person" is the object of the correlative duty, such "rights are not "legal rights"; which are not more properly and accurately defined as "benefits/privileges"; and "duty" is not more properly and accurately defined as "obligations", which do not arise from the acceptance (possession) and "use" of such "rights"; and this correlative relationship of "benefits and obligations" does not arise from "contract" between the parties, real or presumed, expressed or implied, revealed or unrevealed.

439. PROOF OF CLAIM, where a "benefit(s)" is compelled, and specifically if said "benefit(s)" is in the nature of an economic benefit(s), the correlative "obligation" can be enforced, compelled, demanded, extracted, and the like.

440. PROOF OF CLAIM, President Lincoln did not replace the Constitution, law, custom, and tradition of America with Roman Civil Law by Justinian, which was available as a codified whole, and of which he was an able scholar.

441. PROOF OF CLAIM, the principle of "novation", i.e. the substitution of an old debt with a new one, contained within the Roman Civil Law, did exist in America prior to the Civil War and Congressional Walk-Out of the Southern states therefrom, and said Congress' reconvening under martial law by President Lincoln in his capacity as Commander-in-Chief.

442. PROOF OF CLAIM, this principle of "novation" is not accomplished by the registration, recording, and enrollment of the birth document/instrument (however termed/styled) of a new born child when the "Interest" in biological property/goods is transferred and recorded, originally at the County Recorder's Office, sent to the Secretary of State, exported to the Department of Commerce through the Bureau of the Census therein, and thereof, thereby effectuating the process of "conversion" of a man's life, labor, and property to a "capital asset" of the THE UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents/instrumentalities, and said process of "novation" being complete and ratified when said child/man assents to being a debtor by submitting an application for a benefit, privilege, immunity, or opportunity from any branch, agency, or instrumentality of the parent municipal for-profit corporate Government d.b.a. THE UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents/instrumentalities, therein creating the obligation of a debtor to repay or perform for which the "privilege" of "limited liability" for debts is extended to the new debtor.

443. PROOF OF CLAIM, the concept and principle of "limited liability" was not, and is not, taken from and developed from the Roman Church's practice of peddling "indulgences."

444. PROOF OF CLAIM, "conveyances" whether effectuated by pledge, hypothecation, or otherwise which will thereby render a man insolvent, without "fair consideration" is not fraudulent.

445. PROOF OF CLAIM, all modern FEDERAL and STATE law, and specifically the so-called law as contained within the UNITED STATES CODE, STATE OF ... and LOCAL equivalents/instrumentalities, including but not limited to THE ACT OF MARCH 9TH, 1933 and any and all laws implemented based upon that alleged authority and foundation thereof, does not appear in the form of codes patterned after the Code of Justinian, and often following it in places exactly.

446. PROOF OF CLAIM, Roman Civil Law is not a perversion of "private law."

447. PROOF OF CLAIM, Roman Civil Law is not also known as "Black Letter Law," a term which does not refer to the laws of "servitude" to the church or king, for which use/employment of the color/word/term "Black" is not symbolic of the unquestionable (ex cathedra) authority of the priest (judges/legislators) dictates (private conscience), when clothed in his morning robe.

448. PROOF OF CLAIM, this "Black Letter Law" does not form the basis of all law, both STATE and FEDERAL, and specifically that of the THE UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents/instrumentalities, as allegedly promulgated within the UNITED STATES CODE, STATE OF ... and LOCAL equivalents/instrumentalities, and/or specifically THE ACT OF MARCH 9TH, 1933 and any and all laws implemented based upon that alleged authority and foundation thereof, and does not represent the most insidious form of slavery of mind, which is not effectuated by entrapment through one-sided (unilateral), or implied, contracts which a man is never aware of until he is hammered with compelled performance.

449. PROOF OF CLAIM, "private law" is not the "conscience law" of one being, or entity, acting as an alleged "source of authority"; and there is liberty of conscience, of choice of contract as to its terms; and the "offeror" of ALL Roman Civil Law Governments is not based upon the personal beliefs of the Emperor (Governor/President/Chief-Executive Officer); and acceptance is not signified by "tacit procurement" wherein, and whereby, silence equates to "consent."

450. PROOF OF CLAIM, "Public Policy" is not "private law."

451. PROOF OF CLAIM, the "conscience" of "private law" was meant to operate in forming, or influencing, "public law" or "policy."

452. PROOF OF CLAIM, the "conscience" of "private law" can operate without bilateral contracts, i.e. a contract in which both contracting parties are bound to fulfill obligations reciprocally towards each other containing mutual promises between the parties (each party being both promisor and promisee), and one which includes both rights and duties on each side, unless it was through a "trust" or "confidence" reposed.

453. PROOF OF CLAIM, "private law" has not always been concerned with "bilateral contract"; and cannot only be used in, or by, Lawful Government for establishing private commercial relations called "licenses."

454. PROOF OF CLAIM, "Public Law" for "private use" does not protect the identity of the People apart from civil Government, and Roman Civil Law does allow for this.

455. PROOF OF CLAIM, the court's decision in Hale v. Henkel as cited supra, does not mark the beginning of a "collective entity rule"; and does not establish the line of demarcation between "private law" to secure private unalienable Rights, as distinguished from "public law" for public commercial use, which, operating therein, and thereby, binds a man to all obligations ensuing or arising therefrom.

456. PROOF OF CLAIM, the 1st Amendment to the Constitution for the United States of America c1819, now adopted Charter of the federal municipal for-profit corporate juridical construct d.b.a. THE UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents/instrumentalities, in its use/employment of the word/term "religion" does not refer to "conscience", i.e. what a man believes in his conscience is his religion; and is not therefore a prohibition upon the agents of said Government to prevent one man's, or a group of men's, personal conscience from being legislated into law as "public policy," thereby enjoining Government from interfering with a man's right to express his conscience by making any 'public policy' based upon it.

457. PROOF OF CLAIM, a legislature, and specifically the CONGRESS of the THE UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents/instrumentalities, does have any authority, or right, to obstruct through "Public Law" or "Public Policy" the obedience of a man, and specifically the Undersigned, which would cause such man to transgress the Law of his Creator.

458. PROOF OF CLAIM, whereas the Undersigned serves the Supreme Heavenly Jehovah the Living God YHWH/JHVH; and whereas a man cannot serve two masters or he will tend to the one and despise the other, the Undersigned does have and/or owe the THE UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents/instrumentalities, ANY obedience, service, duty, obligation, or the like based upon lawful principals and or contract(s), real or presumed, expressed or implied, revealed or unrevealed.

459. PROOF OF CLAIM, prior to the Reconstruction Acts and the alleged XIVth Amendment of the federal corporate juridical construct's Charter, courts did have jurisdiction of non-XIVth Amendment Trusts, and a court of equity, or contract, or contract itself, did not act to deprive it of said jurisdiction over and within said matters.



460. PROOF OF CLAIM, that "privity of contract," or "contract" itself, is not the dividing line between a court having "subject-matter jurisdiction," and "jurisdiction of the subject-matter."

461. PROOF OF CLAIM, a man, and specifically the Undersigned, does not have to "contract" into the jurisdiction of the THE UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents/instrumentalities; and at the heart of every "contract" does not lie a mystery involving the "transfer of the interest in property," which every "contract" embraces.

462. PROOF OF CLAIM, the ruling decision in *Hanson v. Deckla* does not sustain the proposition that the XIVth AMENDMENT to the federal municipal for-profit corporate juridical construct's Charter d.b.a. THE UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents/instrumentalities, cannot, and does not, work in favor of non-XIVth Amendment men, and specifically the Undersigned; and it does not establish a dividing line between public (municipal) law and private law, i.e. *jus gentium publicum v. jus gentium privatum*, which are both international in character.

463. PROOF OF CLAIM, House Joint Resolution - 192 (HJR-192) is not mutable by will; and a man, and specifically the Undersigned, can be compelled to act as a bankrupt or insolvent under private law for public charitable purposes.

464. PROOF OF CLAIM, the General Assembly (legislature) of the THE UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents/instrumentalities, is a body which sits according to law of "Positive Act"; and does not rather sit by "resolution", i.e. expressing an "opinion," the subject matter of which would not, and does not, constitute a statute/law.

465. PROOF OF CLAIM, the "Reconstruction Acts" and the alleged XIVth Amendment to the corporate parent's Constitution/Charter d.b.a. THE UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents/instrumentalities, has not allowed one man's religious conscience in the Executive Branch thereof, in his capacity as Commander-in-Chief, to dictate "public policy" based solely upon his claim that "I am the State" in the eyes of international law; and said "public policy" does not become the religious conscience of every member of the alleged XIVth Amendment eleemosynary corporate church State "public trust" whom have rewritten their Constitutions to conform to it.

466. PROOF OF CLAIM, that a man's participation within this "public trust" scheme was not, and is not, voluntary.

467. PROOF OF CLAIM, the Vth Amendment to the Constitution for the United States of America c1819, and as adopted by the federal municipal for-profit corporate Government juridical construct d.b.a. THE UNITED STATES OF AMERICA, and the STATE OF ... equivalents/instrumentalities, does pertain to the People of the states.

468. PROOF OF CLAIM, the Vth Amendment, unlike the alleged XIVth Amendment to the respective CONSTITUTIONS of THE UNITED STATES OF AMERICA, STATE OF ... equivalents, does have an equal protection clause; and has been incorporated into the XIVth Amendment.

469. PROOF OF CLAIM, all contracts, whether express or implied, are not subject to the universal "essentials" of "contract law," pertaining to the fundamentals of the interaction between the parties.

470. PROOF OF CLAIM, a "contract" is not an agreement, e.g. as will be set, and established, by the parties to this Conditional Acceptance for Value For Proof of Claim, between two or more men/persons, which creates an obligation to do, or not to do, a particular thing.

471. PROOF OF CLAIM, the "essential" elements of "contract" are not 1) parties capable of contracting; 2) consent; 3) lawful object; 4) a sufficient cause or consideration; 5) mutuality of agreement; and 6) mutuality of obligation.

472. PROOF OF CLAIM, "agreement" can be vague, i.e. uncertain and not susceptible to being understood.

473. PROOF OF CLAIM, the "essentials" of "consent" are not it must be 1) free; 2) mutual; and 3) communicated by each to the other.

474. PROOF OF CLAIM, "consent" is not an act of reason, accompanied with deliberation, wherein the mind is weighing in a balance the good (benefit) and evil (duty/obligation) of a proposed/offered "contract."

475. PROOF OF CLAIM, "consent" does not mean "voluntary" agreement by a man to make an intelligent choice to contract or not to contract.

476. PROOF OF CLAIM, "consent" and "submission" are synonymous; and a mere "submission" does necessarily involve "consent."

477. PROOF OF CLAIM, "consent" can be obtained, and is free and mutual, when obtained through duress, menace, fraud, undue influence, and or mistake.

478. PROOF OF CLAIM, "fraud" is not an intentional perversion of the truth to induce another, e.g. the Undersigned within the above referenced alleged matter, in reliance thereon to part with a valuable thing or legal right belonging to him, and/or a false representation of a matter of fact, whether by words or by conduct, false or misleading allegations, or concealment of that which should have been disclosed, which deceives, and is intended to deceive another, so he acts upon it to his injury embracing all multifarious means a man can devise to gain advantage over another, e.g. false suggestion, suppression of the truth, surprise, trick, cunning, dissembling, and any unfair way by which another is cheated.

479. PROOF OF CLAIM, "fraud" does not vitiate, i.e. make void, cause to fail of force, affect or effect, destroy or annul the legal efficacy and binding force of an act or instrument every transaction and all contracts; and does not destroy the validity of everything into which it enters, even the most solemn contracts, documents, and even judgments.

480. PROOF OF CLAIM, "fraud" and "bad faith" (*mala fides*) are not synonymous; and both terms are not synonymous with dishonesty, infidelity, faithlessness, perfidy, and unfairness.

481. PROOF OF CLAIM, "fraud" is not always positive and intentional.

482. PROOF OF CLAIM, "fraud" does not comprise all acts, omissions, and concealments involving a breach of a legal or equitable duty and resulting in damage to another.

483. PROOF OF CLAIM, the Constitution/Charter, be it State or Federal, is not a contract.

484. PROOF OF CLAIM, that rights and duties/obligations contained within, and arising from, a contract do not only effect and bind parties to said contract.

485. PROOF OF CLAIM, parties to a contract are not determined by signature.

486. PROOF OF CLAIM, a man not a signatory to a contract does have any rights; and does have/owe any duties/obligations therein, and or arising therefrom.

487. PROOF OF CLAIM, the THE UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents/instrumentalities, Constitution/Charter does operate over, and upon, the Undersigned.

488. PROOF OF CLAIM, there are clauses in the Federal Constitution/Charter that subject the Undersigned to the "statutory jurisdiction" of the THE UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents/instrumentalities.

489. PROOF OF CLAIM, the UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents/instrumentalities, Constitution/Charter does not operate solely over and upon only "office" holders, i.e. *inter alia*: officers, employees, agents, residents, citizens, public, and or persons of said corporate Government juridical constructs.

490. PROOF OF CLAIM, the Undersigned as a non-party and non-signatory to the THE UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents/instrumentalities, Constitution/Charter does have any rights therein, or arising there from; and does owe any duty/obligation thereto.

491. PROOF OF CLAIM, there were at the time of the alleged violation(s) of statute(s)/law(s)/code(s) within the above referenced alleged matter, and are now this present day, any valid, lawful, enforceable "contracts," real or presumed, expressed or implied, revealed or unrevealed, between the Undersigned and the THE UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents/instrumentalities, wherein there was "full disclosure," "fair or valuable consideration," free and mutual "consent," of which the alleged "court of record" within the above referenced alleged matter took tacit (silent), or express, judicial notice of to bind therein the Undersigned to the "private law" in support of a "private right" of the THE UNITED STATES OF AMERICA, and STATE OF ... equivalents/instrumentalities, as contained within the UNITED STATES CODE, STATE OF ... and LOCAL equivalents/instrumentalities, and/or specifically THE ACT OF MARCH 9th, 1933 and any and all laws implemented based upon that alleged authority and foundation thereof, such "breach" thereof, and acting to confer "subject-matter jurisdiction" of the alleged

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"breach" upon the court, and thereby allowing it to acquire the authority, right, and power to decide, make orders, and judgments binding and of legal force, affect and effect over, and upon, the Undersigned.

492. PROOF OF CLAIM, the THE UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents, does have a perfected, or otherwise, superior claim, i.e. lien hold interest, in the Undersigned, the Undersigned's Debtor, i.e. the all-capital-letter "named" alleged defendant within the above referenced alleged matter, and the Undersigned's property.

493. PROOF OF CLAIM, the Undersigned is not the perfected superior lien hold claimant and principal Creditor of the all-capital-letter "named" alleged defendant (Debtor) in the above referenced alleged matter, and property held in said "name."

494. PROOF OF CLAIM, the all-capital-letter "name" of the alleged defendant within the above referenced alleged matter does reference and/or identify the Undersigned.

495. PROOF OF CLAIM, the Undersigned did agree to subordinate the Undersigned's "perfected security interest" in the Debtor, i.e. the all-capital-letter "named" alleged defendant within the above referenced alleged matter, and property to the THE UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents/instrumentalities.

496. PROOF OF CLAIM, the Undersigned is the "accommodation party," "surety," "fiduciary," and the like of the all-capital-letter "named" alleged defendant within the above referenced alleged matter; and is not Secured Party, Holder-In-Due-Course, Real-Party-in-Interest, Grantor, Bailor, Administrator, Creditor, Custodian, and/or Beneficiary for same.

497. PROOF OF CLAIM, the THE UNITED STATES OF AMERICA, and STATE OF ... equivalents/instrumentalities, did not become a "corporate entity"; and did not thereby lay down its sovereignty and take on the character of a private citizen; and can exercise power which is not derived from the corporate Charter/Constitution.

498. PROOF OF CLAIM, within the above referenced alleged matter the Prosecutor did post any indemnity bond to indemnify his actions to any injury to the Undersigned.

499. PROOF OF CLAIM, the facts as set, established, and thereby agreed upon by the parties to this Conditional Acceptance for Value For Proof of Claim, i.e. Respondent(s) and the Undersigned, do not apply, and operate within, and upon, any and all previous alleged matters irrespective and regardless of what the THE UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents/instrumentalities, may have stated.

500. PROOF OF CLAIM, the Undersigned is, and was, a party to the above referenced alleged matter; and was not rather a non-party thereto; and said matter/dispute was not solely between fictional entities.

501. PROOF OF CLAIM, the all-capital-letter "named" alleged defendant and the Undersigned within the above referenced alleged matter did appear in court; and did enter a plea; and did waive or consent to the court's jurisdiction; and was not absent from court.

502. PROOF OF CLAIM, any of the real parties to, and within, the above referenced alleged matter are solvent; and do possess the capacity to sue and be sued, or sue or be sued in "Representative Capacity"; and can and did appear in court in said alleged matter.

503. PROOF OF CLAIM, offenses created by statute(s) as contained within the UNITED STATES CODE, STATE OF ... and LOCAL equivalents/instrumentalities, including but not limited to THE ACT OF MARCH 9TH, 1933 and any and all laws implemented based upon that alleged authority and foundation thereof, are created by common-law; and are not offenses "malum prohibitum"; i.e. crimes only because prohibited by statute(s) (statutory offense(s)).

504. PROOF OF CLAIM, the statutes as contained within the UNITED STATES CODE, STATE OF ... and LOCAL equivalents/instrumentalities, including but not limited to THE ACT OF MARCH 9TH, 1933 and any and all laws implemented based upon that alleged authority and foundation thereof do operate over, and upon, the Undersigned.

505. PROOF OF CLAIM, "statutory jurisdiction" is a lawful jurisdiction, lawfully created by the "fundamental law of the land" or common-law; and that the Undersigned is subject thereto, and is bound thereto, in any form or manner, contractually or otherwise.

506. PROOF OF CLAIM, the UNIFORM COMMERCIAL CODE as codified within the UNITED STATES CODE, STATE OF ... and LOCAL equivalents/instrumentalities, and CODE OF FEDERAL REGULATIONS, STATE OF ... and LOCAL equivalents/instrumentalities, is not the controlling/governing law of, and within, the alleged "court of record," within the above referenced alleged matter.

507. PROOF OF CLAIM, a "negotiable instrument" is not a promise or order to pay and/or perform; and, inter alia warrant of arrest, charging document (Indictment), orders, and judgment, and specifically such within the above referenced alleged matter, are not "negotiable instruments", and are not therefore governed by the Negotiable Instrument Law as made uniform within Article 3 of the UNIFORM COMMERCIAL CODE codified in the UNITED STATES CODE, STATE OF ... and LOCAL equivalents/instrumentalities, and the CODE OF FEDERAL REGULATIONS, STATE OF ... and LOCAL equivalents/instrumentalities.

508. PROOF OF CLAIM, any lawful and or legal relationship (nexus), through contract or otherwise, does exist between the Undersigned and the "source of authority" for the UNITED STATES CODE, STATE OF ... and LOCAL equivalents/instrumentalities, and/or specifically THE ACT OF MARCH 9TH, 1933 and any and all laws implemented based upon that alleged authority and foundation thereof, and are therefore binding and of legal force, affect or effect over, and upon, the Undersigned.

509. PROOF OF CLAIM, there was not fraud perpetrated against the Undersigned within the above referenced alleged matter by any and all real parties involved therein; and should the Respondent(s) agree, expressly or otherwise, to the facts contained within this Conditional Acceptance for Value For Proof Of Claim as said facts operate in favor of the Undersigned, such facts do not demonstrate, evidence, establish, and affirm fraud within said alleged matter; and said fraud does not vitiate all decisions, orders, the judgment, and the like within said alleged matter, ab initio.

510. PROOF OF CLAIM, there does still remain any arguable basis for the court's "subject-matter jurisdiction" within the above referenced alleged matter; and the judgment of said court in said alleged matter is not therefore void, ab initio.

511. Proofs of Claim- The Undersigned are/were knowing, willing, intelligent and intentional signatories to the Constitution for the United States of America c1819 and/or State of ... equivalents, and any and all derivatives thereof regardless of style.

512. Proofs of Claim- The Undersigned are/were knowing, willing, intelligent and intelligent parties to the Constitution for the United States of America c1819 and/or State of ... equivalents, and any and all derivatives thereof regardless of style.

513. Proofs of Claim- A man can be/is a knowing, willing, intelligent and intentional signatory/party absent a valid signature/autograph upon the contract.

514. Proof of Claim- The Constitution for the United States of America c1819 and State of ... equivalents, and any and all derivatives thereof regardless of style, is not a contract.

515. Proof of Claim- The United States of America, State of ... and local equivalents are factually and actually the same entities as UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents, and any and all derivatives thereof regardless of style.

516. Proof of Claim- By, under and pursuant to the Constitution for the United States of America c1819, and State of ... equivalents, and any and all derivatives thereof regardless of style, the aforementioned entities were granted explicit authority to operate and/or conduct business under any nature, shape, cause, kind, form and format they so desire, i.e. corporate, commercial, military, political, ecclesiastical and other capacities, characters, conditions, status and standings.

517. Proof of Claim- By, under and pursuant to the Constitution for the United States of America c1819 and State of ... equivalents, and any and all derivatives thereof regardless of style, the aforementioned entities were granted explicit authority to alter and/or change jurisdictions, venues, law forms, authorities, process and procedures as specifically laid out therein.

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Certified True, Accurate and Complete



518. Proof of Claim- By, under and pursuant to the Constitution for the United States of America c1819 and State of ... equivalents, and any and all derivatives thereof regardless of style, the aforementioned entities were granted explicit authority to operate by, under and pursuant to emergency powers, authorities, process and procedures not in times of actual and factual civil unrest or lawfully declared war within the borders of the United States of America.

519. Proof of Claim- The Judicial branch of the United States of America, State of ... and local equivalents thereof, and any and all derivatives thereof regardless of style, has/had explicit authority to legislate and create "law" from the "bench" that in any nature, shape, cause, kind, form or format affects or effects any man not a party to the controversy therein.

520. Proof of Claim- The Undersigned were/are intelligently, intentionally, knowingly and willingly placing ourselves upon the United States of America, State of ... and local equivalents thereof, and any and all derivatives thereof regardless of style, in any and all interactions/matters in any and all places and any and all times.

521. Proof of Claim- The Undersigned were/are intelligently, intentionally, knowingly and willingly joined/joining ourselves to any and all matters/interactions in any and all places and any and all times to the United States of America, State of ... and local equivalents thereof, and any and all derivatives thereof regardless of style.

522. Proof of Claim- The United States of America, State of ... and local equivalents thereof, and any and all derivatives thereof regardless of style, are actually and factually the real-party-in-interest in any and all matters/interactions with the Undersigned.

523. Proof of Claim- The Respondents have explicit Constitutional authority to deviate from and/or violate the Constitution for the United States of America c1819, State of ... equivalents, at any time and any place.

524. Proof of Claim- There exists explicit authority contained within the Constitution for the United States of America c1819 for the Respondents to effectuate, implement, enforce and/or utilize inherent or implied processes, procedures, authorities, jurisdictions, venues and/or law forms.

525. Proof of Claims- The Respondents and their employer, United States of America, State of ... and Local equivalents, and any and all derivatives thereof regardless of style, possess explicit Constitutional authority, standing, status, character, condition and capacity to seek any and all claims, remedies and/or relief, civil and/or criminal, against the Undersigned.

526. Proof of Claim- The Respondents and their employer, United States of America, State of ... and Local equivalents, and any and all derivatives thereof regardless of style, possess explicit Constitutional authority for the implementation, exercise and/or enforcement of malum prohibitum jurisdiction against the Undersigned.

527. Proof of Claim- The Respondents and their employer, United States of America, State of ... and Local equivalents, and any and all derivatives thereof regardless of style, possess explicit Constitutional authority to interfere and/or alter a private Contract between the Undersigned and the Creator of all that was, is and shall be.

528. Proof of Claim- The Respondents and their employer, United States of America, State of ... and Local equivalents, and any and all derivatives thereof regardless of style, possess Constitutional document(s), paper(s), digital data, tangible medium(s) and/or tangible item(s) in their care, custody and control thereof which demonstrate and prove that the Undersigned are knowing, willing, intelligent and intentional party(ies) and/or signatory(ies) to any social, public, civil, quasi-public, political, private, commercial, ecclesiastical, military, universal and/or other compact, agreement, covenant, contract and any other terms of art describing, demonstrating and/or utilized to mean the same, and any and all combinations and variations of the aforementioned, which can be demonstrated to operate to confer any actual and factual controlling, insurable, lawful, legal, private, public, quasi-public, equitable, political, commercial, social, civil, corporate, international, universal, quantum, spiritual, administrative, Talmudic, Babylonian, ecclesiastical, military, beneficial, admiralty/maritime, statutory, pecuniary, managerial, regulatory and/or any and all other interest, share, title, authority, relationship, jurisdiction, venue, et cetera, of any nature, shape, cause, kind, form and format, and any and all variations and combinations of the aforementioned, without limitation, in and/or over the Undersigned's physical, natural, spirit and/or soul being(s) and representation(s) thereof, of any nature, kind, cause, kind, form and format, and any and all variations and combinations thereof, without limitation, the Undersigned's cestui que vie trust, estate, any and all other trusts and constructs, and any and all sub and/or constructive trusts and constructs thereof, any and all thereto, therefore, therewith and therefrom the Undersigned, without limitation, any and all property and assets of any nature, kind, form and format, and my share, as Heir of the Creator of all that was, is and shall be, without limitation, in any nature, way, cause and/or kind to the benefit of the Respondents' and their employer, United States of America, State of ... and Local equivalents, and any and all derivatives thereof regardless of style.

529. Proof of Claim- The Undersigned are specifically named/identified in any UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, acts, codes, statutes, rules, regulations, ordinances, et cetera.

530. Proof of Claim- The Undersigned have specific attachment/liability to any UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, acts, codes, statutes, rules, regulations, ordinances, et cetera.

531. Proof of Claim- The CONSTITUTION OF THE UNITED STATES, STATE OF ... equivalents, and any and all derivatives thereof regardless of style, does by way of Lawful nexus operate upon the Undersigned.

532. Proof of Claim- The Undersigned are Lawfully bound by any institutions formed by our fellow man without our individual explicit consent.

533. Proof of Claim- The UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents and any and all derivatives thereof regardless of style, are real, not imaginary nor a fiction of law.

534. Proof of Claim- The Respondents by and through the UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, as imaginary creations and fictions of law can Lawfully interface with living men.

535. Proof of Claim- The Undersigned can Lawfully be identified in all caps style by the Respondents, UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, in contradiction to a Lawfully given birth name.

536. Proof of Claim- The Respondents, UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, are not foreign to the Undersigned.

537. Proof of Claim- The Undersigned have not lived/are not living under unlawful pretended/fraudulent emergency/military/commercial/other rule in absolute violation of the Constitution for the United States of America c1819.

538. Proof of Claim- The Respondents, UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, are/have legally and lawfully abridged by Constitutional "laws" brought into force actual and factual states of Constitutional and Lawful "national emergency".

539. Proof of Claim- The Respondents, UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, are solvent and have plenary sovereign capacity, character, condition, status and standing at any and all places and any and all times.

540. Proof of Claim- The UNITED STATES OF AMERICA, STATE OF ..., and any and all derivatives thereof regardless of style, are independent sovereign nations/entities.

541. Proof of Claim- The Respondents, UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, have not aided and abetted the removal of gold and silver from backing the National currency.

542. Proof of Claim- There can be any limitation on the power and authority of the Undersigned in proper capacity, character, condition, status and standing.

543. Proof of Claim- The Respondents, UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, issue Constitutional and Lawful documents, presentations, instruments or any other term of art describing, demonstrating and/or utilized to mean the same, in any and all matters and interactions.

544. Proof of Claim- The Respondents, UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, operate with "clean hands" and in "good faith" in any and all matters and interactions with the Undersigned.

545. Proof of Claims- The Respondents, UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, effectuate and utilize police powers and authorities by, under and through explicit authorities emanating from the Constitution for the United States of America c1819.

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546. Proof of Claim- The Respondents, UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, utilized explicit Constitutional authority to declare the Undersigned enemies in and on their own land.

547. Proof of Claim- The Respondents, UNITED STATES OF AMERICA, STATE of ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, are in plenary compliance to/with the Constitution for the United States of America c1819 in all matters and interactions with the Undersigned.

548. Proof of Claim- The Respondents, UNITED STATES OF AMERICA, STATE of ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, and any and all employees, agents, assigns, successors, contractors, et cetera thereof, are in plenary compliance to/with explicit provisions of the Law of the Land aka Constitution for the United States of America c1819 at all times and all places in all matters and interactions.

549. Proof of Claim- The Respondents, UNITED STATES OF AMERICA, STATE of ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, and any and all employees, agents, assigns, successors, contractors, et cetera thereof, are holding Constitutional Office and/or positions with perfected title thereto, and exercising authorities and privileges therein in plenary compliance to explicit provisions of the Law of the Land aka Constitution for the United States of America c1819 at all places and all times in all matters and interactions.

550. Proof of Claim- The Respondents, UNITED STATES OF AMERICA, STATE of ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, have plenary authority by and through the Constitution for the United States of America c1819 to rule over and interfere with the private dealings and affairs of the Undersigned.

551. Proof of Claim- The capacities, characters, conditions, status and standing effectuated and utilized by the Respondents, UNITED STATES OF AMERICA, STATE of ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, are in plenary compliance with, and explicitly authorized by, the Constitution for the United States of America c1819.

552. Proof of Claim- The Respondents, UNITED STATES OF AMERICA, STATE of ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, and any and all employees, agents, assigns, successors, contractors, et cetera thereof, have taken lawful Oaths to the Constitution for the United States of America c1819.

553. Proof of Claim- The Respondents, UNITED STATES OF AMERICA, STATE of ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, and any and all employees, agents, assigns, successors, contractors, et cetera thereof, are operating by and through full disclosure in their respective day to day matters and interactions.

554. Proof of Claim- The Respondents, UNITED STATES OF AMERICA, STATE of ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, are granted explicit authority from the Constitution for the United States of America c1819 to commercially benefit from the utilization from the laws of occupation, laws of war and the EMERGENCY BANKING RELIEF ACT to the detriment and injury of the Undersigned.

555. Proof of Claim- The Respondents, UNITED STATES OF AMERICA, STATE of ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, are granted explicit authority from the Constitution for the United States of America c1819 to maintain and operate commercial/military courts, prisons and police for the use against, and suppression of, the Undersigned.

556. Proof of Claim- The Respondents, UNITED STATES OF AMERICA, STATE of ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, are granted explicit authority from the Constitution for the United States of America c1819 to claim ownership of, or hold liens against, the Undersigned and/or their property and assets.

557. Proof of Claim- The Respondents, UNITED STATES OF AMERICA, STATE of ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, are granted explicit authority from the Constitution for the United States of America c1819 to alter and/or blend the jurisdictions of Law, Equity and Admiralty/Maritime.

558. Proof of Claim- The Respondents, UNITED STATES OF AMERICA, STATE of ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, are granted explicit authority from the Constitution for the United States of America c1819 to operate and utilize malum primum authority against the Undersigned.

559. Proof of Claim- The Respondents, UNITED STATES OF AMERICA, STATE of ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, are granted explicit authority from the Constitution for the United States of America c1819 to operate and utilize martial rule/law against and over the Undersigned without actual and factual proof of civil unrest.

560. Proof of Claim- The Respondents, UNITED STATES OF AMERICA, STATE of ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, are granted explicit authority from the Constitution for the United States of America c1819 to ignore, hamper or violate the Undersigned's right to expatriate.

561. Proof of Claim- The Undersigned can be forced to serve two masters.

562. Proof of Claim- The Respondents, UNITED STATES OF AMERICA, STATE of ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, are granted explicit authority from the Constitution for the United States of America c1819 to adhere to, and respect, legislation from the bench.

563. Proof of Claim- The Respondents, UNITED STATES OF AMERICA, STATE of ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, are granted explicit authority from the Constitution for the United States of America c1819 to hinder and/or alter the Undersigned's God-granted right to plenary Life, Liberty and Pursuit of Happiness.

564. Proof of Claim- The Undersigned are fictions of law created by the Respondents, UNITED STATES OF AMERICA, STATE of ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, thereby creating a nexus and absolute authority over the same.

565. Proof of Claim- The Undersigned are an officer, agent, shareholder, franchise or fiduciary agent, a resident of, inhabitant of or domiciled in the UNITED STATES OF AMERICA, STATE of ... and LOCAL equivalents.

566. Proof of Claim- The Undersigned are a vessel registered to the UNITED STATES OF AMERICA.

567. Proof of Claim- The Undersigned are an actual and factual enemies of Respondents, UNITED STATES OF AMERICA, STATE of ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, or any of its creations and liabilities.

568. Proof of Claim- The presumption that the Undersigned are any of the aforementioned 564-567, or any documentation implying the same absent a wet-ink signature/autograph, are lawful and in explicit compliance to the Constitution for the United States of America c1819, and are not fraudulent, illusionary, a false representation of a matter of fact or a kind of artifice employed by the same for self-serving purposes.

569. PROOF OF CLAIM, that should the Respondent(s) confess the injury(s) to the Undersigned, set, established, and agreed upon by the parties hereto within this Conditional Acceptance for Value For Proof Of Claim, the Undersigned cannot exercise his "exclusive" remedy, being a Tort Claim and/or Private third party Judgment and other, for the wrongs committed by the Respondent(s), including but not limited to, "constitutional misapplication of the statute(s)," breach of this contractually binding agreement, conspiracy (two or more involved), denying your own "public policy," trespasses and moral wrongs committed by, and through, ultra vires acts not authorized/prohibited by the charter of the commercial vessel d.b.a. the THE UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents/instrumentalities, and other trespasses and moral wrongs, known and unknown.

570. PROOF OF CLAIM, the Office of Risk Management, and/or STATE OF ... and LOCAL equivalent, does have any power, authority, and right derived from validly enacted statute/law, commercial law, contract law, or other to place or impose a cap/limit upon the amount of any Tort Claim submitted by the Undersigned in this matter and relating hereto, in regards to what they, acting for the insurer of said commercial vessel, will pay out on said Tort Claim.

571. PROOF OF CLAIM, that should the Office of Risk Management, and/or STATE OF ... and LOCAL equivalent, refuse or otherwise dishonor a Tort Claim submitted by the Undersigned, and as agreed upon by the insured and the Undersigned, the Undersigned cannot take other appropriate/remedial action(s) for remedy, which cannot include involuntary bankruptcy and related proceedings for a Tort Claim.

572. PROOF OF CLAIM, Respondent(s) do and will have any right to deny, argue, controvert, or otherwise protest the facts in the matters set, established, and agreed upon between the parties to this Conditional Acceptance for Value For Proof Of Claim within any forum/venue the Undersigned may choose to bring an



action/proceeding in to obtain redress and remedy in this matter, and all matters relating to, and arising from, said matter, and such act(s) upon the part of Respondent(s) will not be deemed and evidenced as act(s) of breach of said agreement, further attempts to perpetrate acts of fraud upon the Undersigned, bad faith, and the like.

573. PROOF OF CLAIM, the Respondent(s) do not have the "duty" and "obligation" to produce the "Proofs Of Claim," as requested herein, pursuant to the principles and doctrines of "clean hands" and "good faith" dealings with the Undersigned, and applicable statute(s) as they operate upon Respondent(s) as "office holders", i.e. officer(s)/agent(s), of the corporate Government Juridical construct commercial vessel d.b.a. THE UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents/instrumentalities, by oath of office thereto, and contract therewith, as a voluntary commercial indenture therein, and thereto.

CAVEAT

Please understand that while the Undersigned want and desire to resolve this matter as promptly as possible, the Undersigned can only do so upon Respondents' 'official response' to this Conditional Acceptance for Value for Proof of Claim by Respondents providing the Undersigned with the requested, required and necessary Proof of Claims raised herein above.

Therefore, as the Undersigned are not signatories, NOR parties, to your "social compact" (contract) known as the CONSTITUTION (Charter) OF THE UNITED STATES and/or Constitution for the United States of America and/or all derivatives thereof regardless of style, STATE OF ... and LOCAL equivalents/instrumentalities; NOR noticed NOR cognizant, of any agreement/contract by and between the THE UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents/instrumentalities, and all derivatives thereof regardless of style, and the Undersigned, obtained by and through FULL DISCLOSURE and containing any FAIR/VALUABLE CONSIDERATION therein, which would act/operate to create and establish a "relationship" (nexus) and thereby, and therein, bind the Undersigned to the specific "source of authority" for the creation and existence of the alleged statute(s)/law(s)/code(s) as contained, and allegedly promulgated, within the "Code" known as the UNITED STATES CODE, STATE OF ... and LOCAL equivalents/instrumentalities, which with the privity of contract, or contract itself, would thereby, and therein, create and establish legal force, affect or effect of said statute(s)/law(s)/code(s) over, and upon, the Undersigned; and would also act/operate to subject the Undersigned to the "statutory jurisdiction" of the THE UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents/instrumentalities, and all derivatives thereof regardless of style, its laws, law form, venue, jurisdiction, and the like of its commercial and/or military courts/administrative tribunals/units/executive agencies, and thereby, and therein, bind the Undersigned to said executive agencies/courts/administrative tribunals/unit's decisions, orders, judgments, interactions, process, procedures and the like; and which would act/operate to establish and confer upon said executive agencies/court/administrative tribunal/unit the necessary requirement/essential of "subject-matter jurisdiction" without which it is powerless to move in any action other than to dismiss and/or stop interactions. The Undersigned once more respectfully requests the Respondent(s) provide said necessary Proof of Claims so as to resolve the Undersigned's confusion and concerns within this/these matter(s). Otherwise, the Undersigned must ask, "What is the Undersigned's remedy?"

THEREFORE, as Respondents have superior knowledge of the law, access to the requested and necessary Proof of Claims, and otherwise being in a 'catbird's seat' to provide the requested and necessary Proof of Claims raised herein above, Respondents are able, capable, and most qualified to inform the Undersigned on those matters relating to and bearing upon the above referenced alleged matters and thereby, and therein, clear-up all confusion and concerns in said matters for the Undersigned as to the nature and cause of said process(es), proceeding(s), procedure(s) and the like as well as the lawfulness and validity of such to include, inter alia, all interactions, decisions, orders, judgment, imprisonment, arrest, processes, procedures and the like within, and arising from, all such within said alleged matters.

The Undersigned herein, and hereby, provides the Respondents ten (10) calendar days to commence the day after receipt of this Conditional Acceptance for Value for Proof of Claim, in which to gather and provide the Undersigned with the requested and necessary Proof of Claims raised herein above, with the instruction to transmit said Proof of Claims to the Undersigned and the below named Notary/Third Party for the sole purpose of certifying RESPONSE, or want thereof, from Respondents. Further, the Undersigned herein, and hereby, extends to the Respondents the offer for an additional ten (10) calendar days in which to provide the requested and necessary Proof of Claims raised herein above. If Respondents desire the additional ten (10) calendar days, Respondents must cause to be transmitted to the Undersigned and the below named Notary/Third Party a signed written REQUEST. Upon receipt thereof, the extension is automatic; However, the Undersigned strongly recommends the Respondents make request for the additional ten (10) calendar days well before the initial ten (10) calendar days have elapsed to allow for mailing time. NOTICE: Should Respondents make request for the additional ten (10) calendar days, said request will be deemed "good faith" on the part of Respondents to perform to this offer and provide the requested and necessary Proof of Claims. Should Respondents upon making request for the additional ten (10) calendar days then fail, or otherwise refuse, to provide the requested and necessary Proof of Claims, said act(s) on the part of Respondents shall be deemed and evidenced as fraud, deception, bad faith, and the like upon Respondents' part and further attempts to cause and inflict injury upon the Undersigned. Further, the Undersigned herein strongly recommends to Respondents that any Proof of Claims and request for the additional ten (10) calendar days be transmitted "Certified" Mail, Return Receipt Requested, and the contents therein under Proof of Mailing for the good of all concerned.

Should Respondents allow the ten (10) calendar days, or twenty (20) calendar days total if request was made by signed written application for the additional ten (10) calendar days to elapse, without providing the requested and necessary Proof of Claims, Respondents will go into default and dishonor, and the Undersigned will cause to be transmitted a Notice of Default and Dishonor, Opportunity to Cure and Contest Acceptance to the Respondents, wherein Respondents will be given an additional three (3) calendar days (72 hours) to cure Respondents' default and dishonor. Should Respondents fail or otherwise refuse to cure Respondents' default and dishonor, Respondents will be found in default and dishonor and thereby, and therein, Respondents will have established Respondents' consent and agreement to the facts contained within this Conditional Acceptance for Value for Proof of Claim as said facts operate in favor of the Undersigned, including but not limited to, that the judgment/decision of alleged "court of record/executive agency" within the above referenced alleged matters is/are VOID AB INITIO for, including but not limited to, want of subject-matter jurisdiction of said court/executive agency, insufficient charging document (Information), and affidavits in support thereof, for want of establishing a criminal/public offense, want of Relationship with the "source of authority" for said statute(s)/law(s)/code(s) for want of privity of contract, or contract itself, improperly identified parties to said judgment/interaction/matter, as well as said alleged dispute/matter, unlawful/false custody and confinement. Respondents agree and consent that Respondents do have a duty and obligation to Undersigned, as well as the corporate Government Juridical construct(s) Respondents represents/serves, to correct the record in the above and all alleged matters and thereby, and therein, release the/any indenture (however termed/styled) upon the Undersigned and cause the Undersigned to be, including but not limited to, restored to plenary liberty, and releasing the Undersigned's corpus, as well as ALL property held under a storage contract in the name of the all-capital-letter "named" alleged person and the Undersigned within any and all alleged matters, within the alleged commercially "bonded" warehouse used by the THE UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents/instrumentalities, and damages as necessary and required for the same.

The defaulting party will be estopped from maintaining or enforcing the original offer/presentation/matter, as well as ALL commercial paper (negotiable Instruments) issued therein, and therefrom, within any court or executive tribunal within any venue, jurisdiction, and forum. Further, the Undersigned may seek and demand remedy/relief that the Undersigned may deem appropriate and to proceed within any lawful jurisdiction and venue and under any law form the

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Undersign deems appropriate in the event of ANY and ALL breach(es) of this agreement by Respondents to compel specific performance and/or damages arising from injuries therefrom. The defaulting party will be foreclosed by laches, res judicata and/or estoppel from maintaining, or enforcing, the original offer/presentation/matter in any nature, shape, cause, kind, form and format whatsoever, at any time, at any place, within any proceeding/action/interaction.

Should the Respondents fail, or otherwise refuse, to provide the requested and necessary Proof of Claims raised herein above within the expressed period of time established and set herein above, Respondents will have failed to state any claim upon which relief can be granted. Further, Respondents will have agreed and consented through "tacit acquiescence" to ALL the facts in relation to the above referenced alleged matter, as raised herein above as Proof of Claims herein, and ALL facts necessarily, and of consequence, arising therefrom, are true as they operate in favor of the Undersigned, and that said facts shall stand as prima facie and ultimate (un-refutable and un-rebuttable) between the parties to this Conditional Acceptance for Value for Proof of Claim, the corporate Government Juridical construct(s) Respondents represents/serves, aka/ dba THE UNITED STATES OF AMERICA aka/dba STATE OF ..., aka/dba UNKNOWN, foreign entity, any and all derivatives, styles, appellations, identifiers, numbers and their combinations, letters and their combinations, abbreviations, styles, idem sonans and/or all other legal, financial and managerial forms and formats of any nature, shape, cause and kind, and any and all variations and combinations thereof, any and all corporate, military, commercial, civil, political, social, ecclesiastical and other entities of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all creations and liabilities by, of, through and from of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all political subdivisions and instrumentalities of any nature, shape, cause kind, form and format, and any and all variations and combinations thereof, any and all capacities, characters, conditions, status, standings, jurisdictions, venues and law forms of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all agents, assigns, successors, principals, beneficiaries, employees, officers, contractors, franchisees, licensees, members, et cetera, of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all trusts, structures, hierarchies, systems, networks, regimes and any and all other limits and constructs of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all of the aforementioned both known and unknown, any and all of the aforementioned both perceived and unperceived, and any and all variations and combinations of the aforementioned, without limitation, private for profit entities providing quasi-governmental and other goods and services purporting to be lawful government, herein referred to as Respondents. Further, failure and/or refusal by Respondents to provide the requested and necessary Proof of Claims raised herein above shall act/operate as ratification by Respondents that ALL facts as set, established, and agreed upon between the parties to this Conditional Acceptance for Value for Proof of Claim, are true, correct, complete, and NOT misleading. Further, the Respondents by, and under, the aforementioned wholly and explicitly agree and consent to any and all remedy/relief demanded/requested by the Undersigned that would serve to make the Undersigned whole and complete as possible due to the Respondents breaches, and shall immediately notice, file and prosecute the claim for any monetary awards/damages to their respective bonding and/or insurance companies with the order for disbursement to be directly sent to the appropriate Undersigned. Further, the Respondents, their agents, assigns and successors and the entities they work under/for explicitly agree, consent to, and waive any and all defenses against, their personal assets being utilized as security for, or to offset, damages incurred. Further, punitive damages for breach and deprivation of rights and privileges shall be assessed as of the day of expiration of the opportunity to cure at 777 Dollars per day for each Undersigned individually in addition to any other monetary damages assessed; The assessment shall be both against the Respondents individually and personally as well as their agents, assigns, successors and the entities they represent/serve. Furthermore, if the Undersigned are forced by failure of the Respondents to settle amicably to seek arbitration/neutral and/or enforcement of arbitration/neutral disposition in a District Court of the United States of America an additional penalty of 77,777 Dollars per day for each Undersigned individually shall be assessed until full settlement and closure has been attained with all costs for collection and enforcement thereof, relating thereto or arising therefrom, being laid upon the Respondents individually and personally as well as their agents, assigns, successors and the entities they represent/serve. All assets of the aforementioned may be attached and liquidated.

ARBITRATION

ADDITIONALLY, it is exigent and of consequence for the Undersigned to inform Respondents, in accordance with and pursuant to the principles and doctrines of "clean hands" and "good faith," that by the Respondents failure, and or refusal, to respond and provide the requested and necessary Proof of Claims raised herein above and thereby, and therein, expressing consent and agreement to said facts, as they operate in favor of the Undersigned, through "tacit acquiescence", Respondents NOT ONLY expressly affirm the truth and validity of said facts set, established, and agreed upon between the parties to this Conditional Acceptance for Value for Proof of Claim, but Respondents, having agreed and consented to Respondents having a duty and obligation to provide the requested and necessary Proof of Claims raised herein above, will create and establish for Respondents an estoppel in this matter(s), and ALL matters relating hereto, and arising necessarily therefrom, and in accordance with, and pursuant to, this agreement, a contractually (consensual) binding agreement between the parties to this Conditional Acceptance for Value for Proof of Claim to include the corporate Government Juridical construct(s) whom Respondents represents/serves, as well as, ALL officers, agents, employees, assigns, successors and the like in service to. Respondents will not/cannot argue, controvert, oppose, or otherwise protest ANY of the facts already agreed upon by the parties set and established herein, and necessarily and of consequence arising therefrom, nor will not/cannot argue, controvert, oppose, or otherwise protest the remedy/relief demanded by the Undersigned, in ANY future remedial proceeding(s)/action(s), including but not limited to binding arbitration or neutral party hearing, and confirmation of the award in any District Court of the United States of America in accordance with the Federal Arbitration Act; Wherein this Conditional Acceptance for the Value/Agreement/Contract constitutes an agreement of all interested parties in the event of a default and acceptance through silence/failure to respond when a request for summary disposition of any claims, or particular issue, may be requested/demanded and decided by the arbitrator/neutral. Whereas, an independent person shall be the designated arbitrator/neutral chosen and appointed by the Undersigned, and in the event of non-acceptance of appointment as arbitrator and/or any physical or mental incapacity to act as arbitrator, the Undersigned shall have the sole authority to select any neutral(s)/arbitrator(s) that qualify pursuant to Constitutional State and/or Federal laws and/or Private Law of Jurisdiction, Venue and Law Form of the Undersigned's choosing. The so chosen arbitrator/neutral party shall hear, review and render binding judgment/disposition over any controversy or claim arising out of or relating in any way to this Agreement, or with regard to its formation, interpretation or breach, and any issues of substantive or procedural arbitrability shall be settled by arbitration/neutral process, and the arbitrator/neutral shall hear and decide the controversy upon evidence produced, although a party who was duly notified of the arbitration/neutral process/proceeding did not appear, that the Undersigned deems necessary to enforce the "good faith" of ALL parties hereto within, without respect to venue, jurisdiction, law, and forum the Undersigned deems appropriate. Further, Respondents agrees the Undersigned can also secure damages via Tort Claim, commercially viable and other means for ALL injuries sustained and inflicted upon the Undersigned, for the moral wrongs committed against the Undersigned as set, established, agreed and consented to herein by the parties hereto, to include but not limited to, to wit: constitutional impermissible misapplication of statute(s)/law(s) in the above referenced alleged matter, false arrest, false imprisonment, fraud, conspiracy (two or more involved), trespass of title, property, theft, unlawful conversion and the like, and ALL other known and unknown trespasses and moral wrongs committed through ultra vires act(s) of ALL involved herein, whether by commission or omission. Final amount of damages to be calculated prior to submission of Tort or other Claim, but already estimated in excess of REDACTED FOR SECURITY, and shall be noticed to Respondents by a notice and invoice. Per Respondents' failure and or refusal to provide the requested and necessary Proof of Claims and thereby, and therein, consenting and agreeing to ALL the facts set, established, and agreed upon between the parties hereto, this Conditional Acceptance for Value for Proof of Claim becomes the security agreement under commercial and other law. Please note that this agreement is coupled with interest. The actual Arbitration may be conducted and held via electronic and/or digital means upon the Undersigned seeking the same. Upon Final

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Judgment/Decision by arbitrator/neutral all Parties shall have fourteen (14) calendar days to come into full and absolute compliance with the same. Final Judgment/decision is not appealable in any manner, nature or form.

NOTICE OF CREATOR LAW COPYRIGHT AND WAIVER THEREOF

Please be advised that in-as-much as the Undersigned has "secured" the "interest" in the "name" of the all-capital-letter "named" alleged person as employed/used upon the face, and within ALL documents/instruments/records within any and all alleged matters, to include any and all derivatives and variations in the spelling of said "name" except the "true name" of the Undersigned as appearing within the Undersigned's signature block herein below, through a Creator Law Copyright, the Undersigned hereby and herein, waives the Undersigned's rights as set, established, and the like therein, and as "perfected" within filed and recorded documents acting/operating to "register" said Copyright, to allow for the Respondents to enter the record of the alleged "court of record/executive agency/database" within any and all alleged matters for the SOLE purpose to correct said record and comply with Respondents' agreed upon duty/obligation to write the "order" and cause same to be transmitted to restore and release the Undersigned, the Undersigned's corpus, and ALL property currently under a "storage contract" under the Undersigned's Creator Law Copyrighted trade-name, i.e. the all-capital-letter "named" alleged person within any and all alleged matters, within the alleged commercially "bonded" warehousing agency d.b.a. THE UNITED STATES OF AMERICA, and all STATE OF ... and LOCAL equivalents/instrumentalities.

NOTICE: This waiver of rights to, and within, the Undersigned's Creator Law Copyrighted trade-name, i.e. the all-capital-letter "named" alleged person in any and all alleged matters, to include any and all derivatives and variations in the spelling of said "name" except the "true name" of the Undersigned as appearing within the Undersigned's signature block herein below, is ONLY for the purpose expressed above, and matter(s) related/associated to/with said stated purpose.

As the Undersigned has no desire nor wish to tie the hands of Respondents in performing Respondents' agreed upon duty/obligation as set, established, and agreed upon within this Conditional Acceptance for Value for Proof of Claim and thereby create/cause a "breach" of said contractually binding agreement on the part of the Respondents, Respondents are hereby, and herein, NOTICED that if this waiver of said Copyright is not liberal, NOR extensive enough, to allow for the Respondents to specifically perform all duties/obligations as set, established, and agreed upon within the Conditional Acceptance for Value for Proof of Claim, Respondents may in "good faith", and NOT in fraud of the Undersigned, take all needed and required liberties with said Copyright, and this waiver, in order to fulfill and accomplish Respondents' duties/obligations set, established, and agreed upon between the parties to this agreement. If Respondents have any questions and/or concerns regarding said Copyright and/or the waiver, Respondents are invited to address such questions and/or concerns to the Undersigned in writing, and causing said communications to be transmitted to the Undersigned and below named Notary/Third Party.

NOTICE TO AGENT IS NOTICE TO PRINCIPLE AND NOTICE TO PRINCIPLE IS NOTICE TO AGENT

NOTICE: Any and all attempts at providing the requested and necessary Proof of Claims raised herein above, and requesting the additional ten (10) days in which to provide same, and to address any and all questions and concerns to the Undersigned in regards to the stated Copyright and waiver herein expressed, in any manner other than that provided for herein will be deemed non-responsive.

The Undersigned extends to the Respondent the Undersigned's appreciations and thanks for Respondents' prompt attention, response, production of above Proof(s) of Claim and assistance in this/these matter(s).

J3:16fGsltwthghobS® this number reference is assigned to this matter only, no consent or permission is granted to any other party for the use of this security identification number without the express delivery, willing, intentional, and explicit consent of the principal. Violation of this provision will make the violator liable for three times the amount of the value of this instrument/matter/claim, and any party who elects, decides, chooses to utilize this number associated with the interests and/or instant matter agrees to the terms contained herein without exception and/or opportunity to rebut forthwith, henceforth, postactively.

Authorities

Genesis 1:26 - And God said, Let us make man in our image, after our likeness: and let them have dominion over the fish of the sea, and over the fowl of the air, and over the cattle, and over all the earth, and over every creeping thing that creepeth upon the earth.

Genesis 1:28 - And God blessed them, and God said unto them, Be fruitful, and multiply, and replenish the earth, and subdue it: and have dominion over the fish of the sea, and over the fowl of the air, and over every living thing that moveth upon the earth.

Genesis 2:7 - And the Lord God formed man of the dust of the ground, and breathed into his nostrils the breath of life; and man became a living soul;

Genesis 2:24 - Therefore shall a man leave his father and his mother, and shall cleave unto his wife: and they shall be one flesh.

Exodus 3:14 - And God said unto Moses, I AM THAT I AM; and he said, Thus shalt thou say unto the children of Israel, I AM hath sent me unto you.

Exodus 6:2-3 - And God spake unto Moses, and said unto him, I am the Lord;

And I appeared unto Abraham, unto Isaac, and unto Jacob, by the name of God Almighty, but by my name Jehovah was I not known to them.

Psalms 36:9 - For with thee is the foundation of life: in thy light shall we see light.

Psalms 82:6 - I have said, Ye are gods; and all of you are children of the most High.

Psalms 83:18 - That men may know that thou, whose name alone is Jehovah, art the most High over all the earth.

2 Timothy 2:3-4 - Thou therefore endure hardness, as a good soldier of Jesus Christ.

No man that warreth entangleth himself with the affairs of this life; that he may please Him who hath chosen him to be a soldier.

St. John 8:32 - And ye shall know the truth, and the truth shall make you free.

St. John 8:44 - Ye are of your father the devil, and the lusts of your father ye will do. He was a murderer from the beginning, and abode not in the truth, because there is no truth in him. When he speaketh a lie, he speaketh of his own: for he is a liar, and the father of it.

St. John 8:58 - Jesus said unto them verily, verily, I say unto you, before Abraham was, I AM.

Ezekiel 44:24 - And in controversy they shall stand in judgment, and they shall judge according to my judgments; and they shall keep my laws and my statutes in all mine assemblies; and they shall hallow my sabbaths.

Judges 17:6 - In those days there was king in Israel, but every man did that which was right in his own eyes.

1 Corinthians 3:16-17 - Know ye not that ye are the temple of God, and that the Spirit of God dwelleth in you? If any man shall defile the temple of God, him shall God destroy; for the temple of God is holy, which temple ye are.



1 Corinthians 6:1-10 - Dare any of you, having a matter against another, go to law before the unjust, and not before the saints?
Do ye not know that the saints shall judge the world? and if the world shall be judged by you, are ye unworthy to judge the smallest matters?
Know ye not that we shall judge angels? how much more things that pertain to this life?
If then ye have judgments of things pertaining to this life, set them to judge who are least esteemed in the church.
I speak to your shame. Is it so, that there is not a wise man among you? no, not one that shall be able to judge between his brethren?
But brother goeth to law with brother, and that before the unbelievers.
Now therefore there is utterly a fault among you, because ye go to law one with another. Why do ye not rather take wrong? why do ye not rather suffer yourselves to be defrauded?
Nay, ye do wrong, and defraud, and that your brethren.
Know ye not that the unrighteous shall not inherit the kingdom of God? Be not deceived: neither fornicators, nor idolaters, nor adulterers, nor effeminate, nor abusers of themselves with mankind,
Nor thieves, nor covetous, nor drunkards, nor revilers, nor extortioners, shall inherit the kingdom of God.
1 Corinthians 6:17 - But he that is joined unto the Lord is one spirit.
1 Corinthians 6:19-20 - What? Know ye not that your body is the temple of the Holy Ghost which is in you, which ye have of God, and ye are not your own?
For ye are bought with a price: Therefore glorify God in your body, and in your spirit, which are God's.
1 Corinthians 15:45 - And so it is written, the first man Adam was made a living Soul; The last Adam was made a quickening spirit.

Acts 5:29 - Then Peter and the other apostles answered and said, we ought to obey God rather than men.
Acts 10:34-35 - Then Peter opened his mouth, and said, of a truth I perceive that God is no respecter of persons: But in every nation he that feareth him, and worketh righteousness, is accepted with him.
Acts 22:28 - And the chief captain answered, with a great sum obtained I this freedom; And Paul said, But I was freeborn.

Romans 8:14-17 - For as many as are led by the Spirit of God, they are the sons of God.
For ye have not received the Spirit of adoption, whereby we cry, Abba, Father.
The Spirit itself beareth witness with our spirit, that we are the children of God:
And if children, then heirs; heirs of God and joint-heirs with Christ; if so be that we suffer with him, that we may also be glorified together.
Romans 12:1-2 - I beseech you therefore, brethren, by the mercies of God, that ye present your bodies a living sacrifice, holy, acceptable unto God, which is your reasonable service.
And be not conformed to this world: but be ye transformed by the renewing of your mind, that ye may prove what is that good, and acceptable, and perfect, will of God.
Romans 13:8-10 - Owe no man anything, but to love one another: for he that loveth another hath fulfilled the law.
For this, Thou shalt not commit adultery, Thou shalt not kill, Thou shalt not covet, Thou shalt not steal, Thou shalt not bear false witness, Thou shalt not covet; and if there be any other commandment, it is briefly comprehended in this saying, namely, Thou shalt love thy neighbor as thyself. Love worketh no ill to his neighbor: therefore love is the fulfilling of the law.

Ephesians 2:2 - Wherein in time past ye walked according to the course of this world, according to the prince of the power of the air, the spirit that now worketh in the children of disobedience:
Ephesians 2:18-19 - For through Him we both have access by one Spirit unto the Father.
Now therefore ye are no more strangers and foreigners, but fellow citizens with the saints, and of the household of God.
Ephesians 3:6 - That the Gentiles should be fellowheirs, and of the same body, and partakers of his promise in Christ by the gospel:
Ephesians 4:6 - One God and Father of All, who is above all, and through all, and in you all.
Ephesians 4:14 - That we henceforth be no more children, tossed to and fro; and carried about with every wind of doctrine, by the sleight of men, and cunning craftiness, whereby they lie in wait to deceive.

James 2:8 - If ye fulfil the royal law according to the scripture, thou shalt love thy neighbor as thyself, ye do well.
James 4:4 - Ye adulterers and adulteresses, know ye not that the friendship of the world is enmity with God? Whosoever therefore will be a friend of the world is the enemy of God?
James 4:12 - There is one lawgiver, who is able to save and to destroy: who art thou that judgest another?
James 5:12 - But above all things, my brethren, swear not, neither by Heaven, neither by the earth, neither by any other oath: but let your yea be yea; and your nay, nay; lest ye fall into condemnation.

St. Luke 6:31 - And as ye would that men should do to you, do ye to them likewise.
St. Luke 16:13 - No servant can serve two masters: for either he will hate the one, and love the other, or else he will hold to the one, and despise the other; Ye cannot serve God and mammon.
St. Luke 19:8 - And Zacchaeus stood, and said unto the Lord: Behold, Lord, the half of my goods I give to the poor; and if I have taken anything from any man by false accusation, I restore him fourfold.

Galatians 3:26-29 - For ye are all the children of God by faith in Jesus Christ.
For as many of you as have been baptized into Christ have put on Christ;
There is neither Jew nor Greek, there is neither bond nor free, there is neither male nor female, for ye are all one in Christ Jesus.
And if ye be Christ's, then are ye Abraham's seed, and heirs according to the promise.
Galatians 4:6-7 - And because ye are sons, God hath sent forth the Spirit of His Son into your hearts, crying, Abba, Father.
Wherefore thou art no more a servant, but a son; and if a son, then an heir of God through Christ.
Galatians 5:1 - Stand fast therefore in the liberty wherewith Christ hath made us free, and be not entangled again with the yoke of bondage.
Galatians 5:14 - For all the law is fulfilled in one word, even in this; Thou shalt love thy neighbor as thyself.

1 Thessalonians 4:6 - That no man go beyond and defraud his brother in any matter: because that the Lord is the avenger of all such, as we also have forewarned you and testified.

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I John 3:1-2 – Behold, what manner of love the Father hath bestowed upon us, that we should be called the sons of God: therefore the world knoweth us not, because it knew Him not.
 Beloved, now are we the sons of God, and it doth not yet appear what we shall be; but we know that, when He shall appear, we shall be like Him; for we shall see Him as He is.
 I John 2:15 – Love not the world, neither the things that are in the world. If any man love the world, the love of the Father is not in him.
 I John 3:23-24 – And this is his commandment, That we should believe on the name of his Son Jesus Christ, and love one another, as he gave us commandment. And he that keepeth His Commandments dwelleth in Him, and He in him. And hereby we know that He abideth in us, by the Spirit which He hath given us.
 I John 4:7-8 – Beloved, let us love one another: for love is of God; and every one that loveth is born of God, and knoweth God. He that loveth not knoweth not God, for God is love.
 I John 4:12-13 – No man hath seen God at any time. If we love one another, God dwelleth in us, and His love is perfected in us. Hereby know we that we dwell in Him, and He in us, because He hath given us of His Spirit.
 I John 4:16 – And we have known and believed the love that God hath to us. God is love; and he that dwelleth in love dwelleth in God, and God in him.

II Corinthians 3:17 – Now the Lord is that Spirit; and where the Spirit of the Lord is, there is liberty.
 II Corinthians 5:20 – Now then we are ambassadors for Christ, as though God did beseech you by us: we pray you in Christ's stead, be ye reconciled to God.
 II Corinthians 6:16 – And what agreement hath the temple of God with idols? for ye are the temple of the living God; as God hath said, I will dwell in them, and walk in them; and I will be their God, and they shall be my people.
 II Corinthians 6:18 – And will be a Father unto you, and ye shall be my sons and daughters, saith the Lord Almighty.
 II Corinthians 13:1 – This is the third time I am coming to you. In the mouth of two or three witnesses shall every word be established.

Matthew 5:34-37 – But I say unto you, Swear not at all; neither by heaven; for it is God's throne:
 Nor by the earth; for it is his footstool: neither by Jerusalem; for it is the city of the great King.
 Neither shalt thou swear by thy head, because thou canst not make one hair white or black.
 But let your communication be, Yea, yea; Nay, nay: for whatsoever is more than these cometh of evil.
 Matthew 7:1-2 – Judge not, that ye be not judged.
 For with what judgment ye judge, ye shall be judged: and with what measure ye mete, it shall be measured to you again.
 Matthew 19:4-6 – And he answered and said unto them, Have ye not read, that he which made them at the beginning made them male and female, And said, For this cause shall a man leave father and mother, and shall cleave to his wife: and they twain shall be one flesh?
 Wherefore they are no more twain, but one flesh. What therefore God hath joined together, let not man put asunder.

Hebrews 13:4 – Marriage is honourable in all, and the bed undefiled: but whoremongers and adulterers God will judge.

Proverbs 1:22 – How long, ye simple ones, will ye love simplicity? and the scorners delight in their scorning, and fools hate knowledge?
 Proverbs 11:15 – He that is surety for a stranger shall smart for it: and he that hateth suretyship is sure.
 Proverbs 18:22 – Whoso findeth a wife findeth a good thing, and obtaineth favour of the LORD.

Mark 10:7 – For this cause shall a man leave his father and mother, and cleave to his wife;
 Mark 10:8 – And they twain shall be one flesh: so then they are no more twain, but one flesh.
 Mark 10:9 – What therefore God hath joined together, let not man put asunder.

Colossians 1:16 – For by him were all things created, that are in heaven, and that are in earth, visible and invisible, whether they be thrones, or dominions, or principalities, or powers: all things were created by him, and for him:
 Colossians 3:25 – But he that doeth wrong shall receive for the wrong which he hath done; and there is no respect of persons.

I Timothy 1:8-10 – But we know that the law is good, if a man use it lawfully;
 Knowing this, that the law is not made for a righteous man, but for the lawless and disobedient, for the ungodly and for sinners, for unholy and profane, for murderers of fathers and murderers of mothers, for manslayers,
 For whoremongers, for them that defile themselves with mankind, for menstealers, for liars, for perjured persons, and if there be any other thing that is contrary to sound doctrine;
 I Timothy 6:15 – Which in his times he shall shew, who is the blessed and only Potentate, the King of kings, and Lord of lords;

Leviticus 24:20 – Breach for breach, eye for eye, tooth for tooth: as he hath caused a blemish in a man, so shall it be done to him again.

Titus 3:7-9 – That being justified by his grace, we should be made heirs according to the hope of eternal life.
 This is a faithful saying, and these things I will that thou affirm constantly, that they which have believed in God might be careful to maintain good works. These things are good and profitable unto men.
 But avoid foolish questions, and genealogies, and contentions, and strivings about the law; for they are unprofitable and vain.

Ecclesiastes 5:8 – If thou seest the oppression of the poor, and violent perverting of judgment and justice in a province, marvel not at the matter: for he that is higher than the highest regardeth; and there be higher than they.
 Ecclesiastes 12:13 – Let us hear the conclusion of the whole matter: Fear God, and keep his commandments: for this is the whole duty of man.

The entire compilation of words and letter combinations commonly known as the Holy Bible KING JAMES version is hereby restated in its entirety, and incorporated herein, as if set forth in full with plenary force, effect and effect.

Things do not change their ownership when captured by pirates and robbers.
 Expect from others the same treatment that they receive from you.
 Absolute power in all things lawful.
 An accessory does not lead, but follows his principal.
 External actions show the secret intentions.



An action is the right of prosecuting to judgment that which is one's due.
 Acts indicate the intention.
 An act done without my consent is not my act.
 An admiralty court has no jurisdiction over those questions which are determined by the common law.
 It is the duty of justices to administer justice to everyone seeking it from him.
 Equity acts upon the person.
 Equity supplies defects.
 Equity remedies errors.
 Equity is the correction of law, when too general, in the part in which it is defective.
 Equity is a kind of perfect reason which interprets and amends the written law; comprehended in no code, but consistent with reason alone.
 Equity assists ignorance, but not carelessness.
 Jurisdiction is not confounded by equity.
 Equity will not assist unless the occasion renders it necessary.
 Equity does not regard the form and circumstance, but rather the substance of the act.
 Equity is the daughter of truth, and the sister of goodness and justice.
 Equity desires by all means to arrive at the truth.
 Equity desires the spoiled, the deceived, and the ruined, above all things, to have restitution.
 What is just and right is the law of laws.
 He who affirms, not he who denies, must bear the burden of proof.
 He who affirms must prove.
 To conceal is one thing, to be silent another.
 He who alleges contradictory things is not to be heard.
 An ambiguous answer shall be construed against him who offers it.
 An argument from authority is very strong in law.
 The laws permit the taking arms against the armed.
 A twisting of language is unworthy of a judge.
 He is guilty of barratry who for money barter justice.
 It is the duty of a good judge to order judgment to be executed without delay.
 A good judge decides according to justice and right, and prefers equity to strict law.
 Necessary good is not good beyond the bounds of necessity.
 Causes of dower, life, liberty, revenue, are among the favorable things in law.
 The cause of the Church is equal to public causes; and for the best of reasons, it is the cause of religion.
 Cease to reign, if you do not wish to adjudicate.
 A charter concerning a thing not in existence avails not.
 Those who sin secretly are punished more severely than those who sin openly.
 A college or incorporated body can only exist by consent of the sovereign.
 No man should derive any benefit from his own wrong.
 An agreement avails no one unless he is a party or privy to it.
 The law never permits anything contrary to truth.
 A contract should be understood according to the intention of the parties, expressed in words.
 A convention of private persons cannot affect public right.
 The crime of treason exceeds all other crimes as to its punishment.
 A human body is not susceptible of appraisement.
 Gross negligence is equivalent to fraud.
 Where the proofs of facts are present, what need is there of words?
 Time runs against the slothful and those who neglect their rights.
 There may be damage without injury.
 As to the proper name it is not to be regarded, where it errs not in substance; because names are changeable, but things are immutable.
 Every man's house should be a perfectly safe refuge.
 Laws assist the deceived, not the deceiving.
 A delegated power cannot be delegated.
 A delegate cannot delegate.
 The power derived cannot be greater than that from which it is derived.
 Delays in law are odious.
 By fraud or dolo a contract perishes.
 A deceiver deals in generalities.
 Deceit and fraud shall excuse or benefit no man.
 Deceit and fraud should always be remedied.
 Wrongful intention is presumed against one engaged in an unlawful act.
 To everyone his house is his surest refuge; or, every man's house is his castle.
 The law gives no more than is demanded.
 Right cannot die.
 The effect follows the cause.
 The proof lies upon him who affirms, not upon him who denies.
 Specification of one thing is an exclusion of the rest.
 In the same way in which anything is constituted, it may be destroyed.
 Equity suffers not a right without a remedy.
 An error which is not resisted is approved.
 To refer errors to their principals is to refute them.
 Violence may also put on the mask of the law.

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SPARTANBURG COUNTY
AMY VA COX



The meeting of the minds of two or more in an agreement makes a contract.
 From a wrong no contract can arise.
 He who derives advantage from anyone should bear that person's obligations.
 There is no plea against an action which entirely destroys the plea.
 A foreigner has no lands, but only his personal effects, and life, and liberty.
 Facts are more powerful than words.
 An action of a judge, which relates not to his office, is of no force.
 No proof is incumbent upon him who denies a fact.
 False in one thing, false in all things.
 Things favorably considered in law are, the treasury, dower, life, and liberty.
 Felony is implied in every treason.
 Let justice be done though the heavens fall.
 Fiction yields to truth; where there is truth fiction of law does not exist.
 Fraud binds, but does not dissolve, perjury.
 It is a fraud to conceal a fraud.
 Fraud and deceit should benefit no one.
 Fraud and justice never dwell together.
 Fraud lies hidden in general expressions.
 Fraud is most hateful to law.
 He who offends against the law seeks in vain the help of the law.
 Man is a term of nature; person, of the civil law.
 Ignorance of those things which one is bound to know does not excuse.
 Ignorance of the law excuses no one; for all are presumed to know those things to which all consent.
 That which is not otherwise lawful, necessity makes lawful, and necessity makes a privilege which supersedes law.
 Impunity invites to greater crimes.
 No one may come into court with unclean hands.
 In things obvious there is no room for conjecture.
 In agreements the rule is to regard the intention of the contracting parties rather than their words.
 In criminal cases the silence of a person present presumes consent; in civil cases sometimes that of the person absent, and even ignorant where his interest lies, does the same:-
 In favor of life, liberty, and innocence, all things are to be presumed.
 In a legal fiction equity always exists.
 He truly acts fraudulently who, observing the letter of the law, eludes its spirit.
 In law all things are always judged from their present condition.
 In criminal matters, the intention is regarded, not the event.
 In all contracts whether named or not, an exchange is understood.
 Equity is to be regarded in all things, but particularly in law.
 In presence of the major the minor power ceases.
 In a doubtful case the negative, rather than the affirmative, is to be understood.
 One may do with his own as he pleases, if he does not invade the rights of others.
 It is improper, unless the whole law be examined, to give judgment or advice upon a view of a single clause of it.
 It is unlawful to judge of any part unless the whole sentence be examined.
 The inclusion of one is the exclusion of another.
 Infinity in law is reprehensible.
 A man should not be benefited by his own wrong doing.
 He is insane who, reason being thrown away, does everything with violence and rage.
 A hidden intention is bad.
 Among many things, you will even question laws and learned men.
 Among equals no one is the more powerful.
 The judge should decide according to the allegations and the proofs.
 To a judge who exceeds his office no obedience is due.
 It is the duty of a judge to decide according to the facts alleged and proved.
 It is the duty of a judge to declare, not to make the law.
 It is the duty of a judge to finish the work of each day within that day.
 It is a decision to favor those things that favor religion, though words be wanting.
 The laws of nature are unchangeable.
 Jurors ought to be neighbors, of sufficient estate, and free from suspicion.
 By the law of nature it is just that no one become more rich by the detriment and injury of another.
 Civil law is that which each nation has established for itself.
 Law is the science of the good and the just.
 Law is a rule of right, and whatever is contrary to the rule of right, is an injury.
 Right and fraud never dwell together.
 Natural right is that which has the same power among all men.
 The law of nature is properly the dictate of right reason, by which we know what is dishonest and what is honest; what should be done and what avoided.
 It is not safe to obey him who has no right.
 A public law cannot be changed by the agreement of private parties.
 The form of taking an oath differs in words, yet agrees in meaning; for it ought to have this sense, that the Deity be invoked.
 An oath made among others should neither harm nor profit.
 Justice ought to be unbought, because nothing is more hateful than venal justice; free, for justice should not shut out; and quick, for delay is a sort of denial.
 Justice is an excellent virtue, and pleasing to the Most High.

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 ARMY, MOY



Qui tam pro domino rege quam pro se ipso in hac parte sequitur

Pro rex regum et heredes'

Notice to Agent is Notice to Principal, Notice to Principal is Notice to Agent

Undersigned
Phillip Hudok
Gene Stalnaker
Arnie Rosner
Allcia Lutz-Rolow
Leonard Frank house of Harview
Keith Lawrence Moore
15958 Seneca Trail
Huttonsville, W.Va. [26273]

RESPONDENTS

Donald John Trump aka/dba DONALD JOHN TRUMP aka/dba Donald J. Trump aka/dba DONALD J. TRUMP aka/dba OFFICE OF THE PRESIDENT aka/dba PRESIDENT OF THE UNITED STATES aka/dba PRESIDENT DONALD J. TRUMP aka/dba COMMANDER IN CHIEF aka/dba GOVERNMENT OF THE UNITED STATES aka/dba UNITED STATES GOVERNMENT aka/dba THE UNITED STATES OF AMERICA aka/dba UNITED STATES OF AMERICA aka/dba UNITED STATES aka/dba UNKNOWN, foreign entity, trustee, any and all derivatives, appellations, identifiers, numbers and their combinations, letters and their combinations, styles, abbreviations, idem sonans and/or all other legal, financial and managerial forms and formats of any nature, shape, cause and kind, and any and all variations and combinations thereof, any and all corporate, military, commercial, civil, political, social, ecclesiastical and other entities of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all creations and liabilities by, of, through and from of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all political subdivisions and instrumentalities of any nature, shape, cause kind, form and format, and any and all variations and combinations thereof, any and all capacities, characters, conditions, status, standings, jurisdictions, venues and law forms of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all agents, assigns, successors, principals, beneficiaries, employees, officers, contractors, franchisees, licensees, members of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all trusts, structures, hierarchies, systems, networks, regimes and any and all other limits and constructs of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all of the aforementioned both known and unknown, any and all of the aforementioned both perceived and unperceived, and any and all variations and combinations of the aforementioned, without limitation, private for profit entities providing quasi-governmental and other goods and services purporting to be lawful government.

THE WHITE HOUSE
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John Glover Roberts, Jr. aka/dba JOHN GLOVER ROBERTS aka/dba John Roberts aka/dba JOHN ROBERTS aka/dba CHIEF JUSTICE aka/dba CHIEF JUSTICE JOHN ROBERTS aka/dba OFFICE OF THE CHIEF JUSTICE aka/dba UNITED STATES SUPREME COURT aka/dba SUPREME COURT OF THE UNITED STATES aka/dba JUDICIARY COURTS OF THE UNITED STATES aka/dba ADMINISTRATOR aka/dba GOVERNMENT OF THE UNITED STATES aka/dba UNITED STATES GOVERNMENT aka/dba THE UNITED STATES OF AMERICA aka/dba UNITED STATES OF AMERICA aka/dba UNITED STATES aka/dba UNKNOWN, foreign entity, trustee, any and all derivatives, appellations, identifiers, numbers and their combinations, letters and their combinations, abbreviations, styles, idem sonans and/or all other legal, financial and managerial forms and formats of any nature, shape, cause and kind, and any and all variations and combinations thereof, any and all corporate, military, commercial, civil, political, social, ecclesiastical and other entities of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all creations and liabilities by, of, through and from of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all political subdivisions and instrumentalities of any nature, shape, cause kind, form and format, and any and all variations and combinations thereof, any and all capacities, characters, conditions, status, standings, jurisdictions, venues and law forms of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all agents, assigns, successors, principals, beneficiaries, employees, officers, contractors, franchisees, licensees, members of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all trusts, structures, hierarchies, systems, networks, regimes and any and all other limits and constructs of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all of the aforementioned both known and unknown, any and all of the aforementioned both perceived and unperceived, and any and all variations and combinations of the aforementioned, without limitation, private for profit entities providing quasi-governmental and other goods and services purporting to be lawful government.

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1233 Longworth HOB
Washington, D.C. 20515

Matthew George Whitaker aka/dba MATTHEW GEORGE WHITAKER aka/dba ACTING ATTORNEY GENERAL aka/dba US ATTORNEY GENERAL aka/dba UNITED STATES ATTORNEY GENERAL aka/dba OFFICE OF THE ATTORNEY GENERAL aka/dba US DEPARTMENT OF JUSTICE aka/dba UNITED STATES DEPARTMENT OF JUSTICE aka/dba GOVERNMENT OF THE UNITED STATES aka/dba UNITED STATES GOVERNMENT aka/dba THE UNITED STATES OF AMERICA aka/dba UNITED STATES OF AMERICA aka/dba UNITED STATES aka/dba UNKNOWN, foreign entity, trustee, any and all derivatives, appellations, identifiers, numbers and their combinations, letters and their combinations, abbreviations, styles, idem sonans and/or all other legal, financial and managerial forms and formats of any nature, shape, cause and kind, and any and all variations and combinations thereof, any and all corporate, military, commercial, civil, political, social, ecclesiastical and other entities of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all creations and liabilities by, of, through and from of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all political subdivisions and instrumentalities of any nature, shape, cause kind, form and format, and any and all variations and combinations thereof, any and all capacities, characters, conditions, status, standings, jurisdictions, venues and law forms of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all agents, assigns, successors, principals, beneficiaries, employees, officers, contractors, franchisees, licensees, members of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all trusts, structures, hierarchies, systems, networks, regimes and any and all other limits and constructs of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all of the aforementioned both known and unknown, any and all of the aforementioned both perceived and unperceived, and any and all variations and combinations of the aforementioned, without limitation, private for profit entities providing quasi-governmental and other goods and services purporting to be lawful government.

U.S. DEPARTMENT OF JUSTICE
950 PENNSYLVANIA AVENUE, NW
WASHINGTON, DC 20530-0001

ALL of the aforementioned acting as agents for, of and through the following, to wit:

THE UNITED STATES OF AMERICA aka/dba UNITED STATES OF AMERICA aka/dba UNITED STATES aka/dba United States aka/dba United States of America aka/dba GOVERNMENT OF THE UNITED STATES aka/dba UNITED STATES GOVERNMENT aka/dba UNKNOWN, foreign entity, trustee, any and all derivatives, appellations, identifiers, numbers and their combinations, letters and their combinations, styles, abbreviations, idem sonans and/or all other legal, financial and managerial forms and formats of any nature, shape, cause and kind, and any and all variations and combinations thereof, any and all corporate, military, commercial, civil, political, social, ecclesiastical and other entities of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all creations and liabilities by, of, through and from of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all political subdivisions and instrumentalities of any nature, shape, cause kind, form and format, and any and all variations and combinations thereof, any and all capacities, characters, conditions, status, standings, jurisdictions, venues and law forms of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all agents, assigns, successors, principals, beneficiaries, employees, officers, contractors, franchisees, licensees, members, et cetera, of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all trusts, structures, hierarchies, systems, networks, regimes and any and all other limits and constructs of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all of the aforementioned both known and unknown, any and all of the aforementioned both perceived and unperceived, and any and all variations and combinations of the aforementioned, without limitation.

On the twenty eighth day of December, in the Year of our Creator two thousand eighteen.

Dear RESPONDENTS,

By, under and pursuant to Contract J3:16fGsltwthghobS Conditional Acceptance for Value upon Proof of Claim and the explicit terms contained therein, and receiving no request for the extension of time nor a response within the ten (10) calendar day period for Proofs and/or objections thereto, the Undersigned do by these Presents Declare, Notice, Proclaim and Publish a Declaration and Notice of Default and Dishonor, Opportunity to Cure. The Respondents shall have three (3) calendar days (72 hours) to cure the Respondents' Default and Dishonor. By, under and pursuant to the principles and doctrines of "Good Faith" and "Clean Hands" it is of necessity that the Undersigned do hereby remind the Respondents of the terms explicitly, knowingly, willingly, intelligently and intentionally agreed upon, consented to and set by silence and acquiescence, to wit:

Should Respondents fail or otherwise refuse to cure Respondents' default and dishonor, Respondents will be found in default and dishonor and thereby, and therein, Respondents will have established Respondents' consent and agreement to the facts contained within this Conditional Acceptance for Value for Proof of Claim as said facts operate in favor of the Undersigned, including but not limited to, that the judgment/decision of alleged "court of record/executive agency" within the

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referenced alleged matters is/are VOID AB INITIO for, including but not limited to, want of subject-matter jurisdiction of said court/executive agency, insufficient charging document (information), and affidavits in support thereof, for want of establishing a criminal/public offense, want of Relationship with the "source of authority" for said statute(s)/law(s)/code(s) for want of privity of contract, or contract itself, improperly identified parties to said judgment/interaction/matter, as well as said alleged dispute/matter, unlawful/false custody and confinement. Respondents agree and consent that Respondents do have a duty and obligation to Undersigned, as well as the corporate Government Juridical construct(s) Respondents represents/serves, to correct the record in the above and all alleged matters and thereby, and therein, release the/any indenture (however termed/styled) upon the Undersigned and cause the Undersigned to be, including but not limited to, restored to plenary liberty, and releasing the Undersigned's corpus, as well as ALL property held under a storage contract in the "name" of the all-capital-letter "named" alleged person and the Undersigned within any and all alleged matters, within the alleged commercially "bonded" warehousing agency d.b.a. the THE UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents/instrumentalities, and damages as necessary and required for true justice.

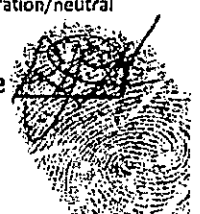
The defaulting party will be estopped from maintaining, or enforcing, the original offer/presentation/matter, as well as ALL commercial paper (negotiable instruments) issued therein, and therefrom, within any court or executive tribunal/unit within any venue, jurisdiction, and forum. Further, the Undersigned may seek and demand remedy/relief that the Undersigned may deem appropriate and to proceed within any lawful jurisdiction and venue and under any law form the Undersigned deems appropriate in the event of ANY and ALL breach(es) of this agreement by Respondents to compel specific performance and/or damages arising from injuries therefrom. The defaulting party will be foreclosed by laches, res judicata and/or estoppel from maintaining, or enforcing, the original offer/presentation/matter in any nature, shape, cause, kind, form and format whatsoever, at any time, at any place, within any proceeding/action/interaction.

Should the Respondents fail, or otherwise refuse, to provide the requested and necessary Proof of Claims raised herein above within the expressed period of time established and set herein above, Respondents will have failed to state any claim upon which relief can be granted. Further, Respondents will have agreed and consented through "tacit acquiescence" to ALL the facts in relation to the above referenced alleged matter, as raised herein above as Proof of Claims herein, and ALL facts necessarily, and of consequence, arising therefrom, are true as they operate in favor of the Undersigned, and that said facts shall stand as prima facie and ultimate (un-refutable and un-rebuttable) between the parties to this Conditional Acceptance for Value for Proof of Claim, the corporate Government Juridical construct(s) Respondents represents/serves, aka/ dba THE UNITED STATES OF AMERICA aka/dba STATE OF ..., aka/dba UNKNOWN, foreign entity, any and all derivatives, styles, appellations, identifiers, numbers and their combinations, letters and their combinations, abbreviations, styles, idem sonans and/or all other legal, financial and managerial forms and formats of any nature, shape, cause and kind, and any and all variations and combinations thereof, any and all corporate, military, commercial, civil, political, social, ecclesiastical and other entities of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all creations and liabilities by, of, through and from of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all political subdivisions and instrumentalities of any nature, shape, cause kind, form and format, and any and all variations and combinations thereof, any and all capacities, characters, conditions, status, standings, jurisdictions, venues and law forms of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all agents, assigns, successors, principals, beneficiaries, employees, officers, contractors, franchisees, licensees, members, et cetera, of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all trusts, structures, hierarchies, systems, networks, regimes and any and all other limits and constructs of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all of the aforementioned both known and unknown; any and all of the aforementioned both perceived and unperceived, and any and all variations and combinations of the aforementioned, without limitation, private for profit entities providing quasi-governmental and other goods and services purporting to be lawful government, herein referred to as Respondents. Further, failure and/or refusal by Respondents to provide the requested and necessary Proof of Claims raised herein above shall act/operate as ratification by Respondents that ALL facts as set, established, and agreed upon between the parties to this Conditional Acceptance for Value for Proof of Claim, are true, correct, complete, and NOT misleading. Further, the Respondents by, and under, the aforementioned wholly and explicitly agree and consent to any and all remedy/relief demanded/requested by the Undersigned that would serve to make the Undersigned whole and complete as possible due to the Respondents breaches, and shall immediately notice, file and prosecute the claim for any monetary awards/damages to their respective bonding and/or insurance companies with the order for disbursement to be directly sent to the appropriate Undersigned. Further, the Respondents, their agents, assigns and successors and the entities they work under/for explicitly agree, consent to, and waive any and all defenses against, their personal assets being utilized as security for, or to offset, damages incurred. Further, punitive damages for breach and deprivation of rights and privileges shall be assessed as of the day of expiration of the opportunity to cure at 777 Dollars per day for each Undersigned individually in addition to any other monetary damages assessed; The assessment shall be both against the Respondents individually and personally as well as their agents, assigns, successors and the entities they represent/serve. Furthermore, if the Undersigned are forced by failure of the Respondents to settle amicably to seek arbitration/neutral and/or enforcement of arbitration/neutral disposition in a District Court of the United States of America an additional penalty of 77,777 Dollars per day for each Undersigned individually shall be assessed until full settlement and closure has been attained with all costs for collection and enforcement thereof, relating thereto or arising therefrom, being laid upon the Respondents individually and personally as well as their agents, assigns, successors and the entities they represent/serve. All assets of the aforementioned may be attached and liquidated.

And further, it is exigent and of consequence for the Undersigned to inform Respondents, in accordance with and pursuant to the principles and doctrines of "clean hands" and "good faith," that by the Respondents failure, and or refusal, to respond and provide the requested and necessary Proof of Claims raised herein above and thereby, and therein, expressing consent and agreement to said facts, as they operate in favor of the Undersigned, through "tacit acquiescence", Respondents NOT ONLY expressly affirm the truth and validity of said facts set, established, and agreed upon between the parties to this Conditional Acceptance for Value for Proof of Claim, but Respondents, having agreed and consented to Respondents having a duty and obligation to provide the requested and necessary Proof of Claims raised herein above, will create and establish for Respondents an estoppel in this matter(s), and ALL matters relating hereto, and arising necessarily therefrom, and in accordance with, and pursuant to, this agreement, a contractually (consensual) binding agreement between the parties to this Conditional Acceptance for Value for Proof of Claim to include the corporate Government Juridical construct(s) whom Respondents represents/serves, as well as, ALL officers, agents, employees, assigns, successors and the like in service to. Respondents will not/cannot argue, controvert, oppose, or otherwise protest ANY of the facts already agreed upon by the parties set and established herein, and necessarily and of consequence arising therefrom, nor will not/cannot argue, controvert, oppose, or otherwise protest the remedy/relief demanded by the Undersigned, in ANY future remedial proceeding(s)/action(s), including but not limited to blinding arbitration or neutral party hearing, and confirmation of the award in any District Court of the United States of America in accordance with the Federal Arbitration Act; Wherein this Conditional Acceptance for the Value/Agreement/Contract constitutes an agreement of all interested parties in the event of a default and acceptance through silence/failure to respond when a request for summary disposition of any claims, or particular issues may be requested/demanded and decided by the arbitrator/neutral. Whereas, an independent person shall be the designated arbitrator/neutral chosen and appointed by the Undersigned, and in the event of non-acceptance of appointment as arbitrator and/or any physical or mental incapacity to act as arbitrator, the Undersigned shall have the sole authority to select any neutral(s)/arbitrator(s) that qualify pursuant to Constitutional State and/or Federal laws and/or Private Law of Jurisdiction, Venue and Law Form of the Undersigned's choosing. The so chosen arbitrator/neutral party shall hear, review and render binding judgment/disposition over any controversy or claim arising out of or relating in any way to this Agreement, or with regard to its formation, interpretation or breach, and any issues of substantive or procedural arbitrability shall be settled by arbitration/neutral process, and the arbitrator/neutral shall hear and decide the controversy upon evidence produced, although a party who was duly notified of the arbitration/neutral

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process/proceeding did not appear, that the Undersigned deems necessary to enforce the "good faith" of ALL parties hereto within, without respect to venue, jurisdiction, law, and forum the Undersigned deems appropriate. Further, Respondents agrees the Undersigned can also secure damages via Tort Claim, commercially viable and other means for ALL injuries sustained and inflicted upon the Undersigned, for the moral wrongs committed against the Undersigned as set, established, agreed and consented to herein by the parties hereto, to include but not limited to, to wit: constitutional impermissible misapplication of statute(s)/law(s) in the above referenced alleged matter, false arrest, false imprisonment, fraud, conspiracy (two or more involved), trespass of title, property, theft, unlawful conversion and the like, and ALL other known and unknown trespasses and moral wrongs committed through ultra vires act(s) of ALL involved herein, whether by commission or omission. Final amount of damages to be calculated prior to submission of Tort or other Claim, and shall be noticed to Respondents by a notice and invoice. Per Respondents' failure and or refusal to provide the requested and necessary Proof of Claims and thereby, and therein, consenting and agreeing to ALL the facts set, established, and agreed upon between the parties hereto, this Conditional Acceptance for Value for Proof of Claim becomes the security agreement under commercial and other law. Please note that this agreement is coupled with interest. The actual Arbitration may be conducted and held via electronic and/or digital means upon the Undersigned seeking the same. Upon Final Judgment/Decision by arbitrator/neutral all Parties shall have fourteen (14) calendar days to come into full and absolute compliance with the same. Final Judgment/decision is not appealable in any manner, nature or form.

Failure to respond explicitly according to the terms of this Contract J3:16fGsltwthghobS and to provide all proofs of claim, the Respondents individually and as agents and on behalf of the Principal do hereby knowingly, willingly, intelligently, intentionally and explicitly accept, acknowledge, admit, agree and stipulate to the following general summary of general, fundamental, structural and procedural errors and/or unlawful interactions as to, and in relation to, the Undersigned and Beneficiaries and/or case # 15-0491, as well as unlawful interactions previous to and since the aforementioned, without limitation.

Now therefore, all parties hereto, based upon and in consideration of the mutual promises, covenants, clauses, provisions and stipulations contained therein Contract J3:16fGsltwthghobS, and the Respondents individually and as agents on behalf of the Principal by their silent acquiescence, do hereby knowingly, willingly, intelligently, intentionally and explicitly accept, acknowledge, admit, agree and stipulate, at minimum, including but not limited to the following as the facts of the matter and law of the contract, to wit:

- The Undersigned and Respondents knowingly, willingly, intelligently and intentionally entered into a contractual arrangement titled and styled Conditional Acceptance for Value upon Proof of Claim Contract J3:16fGsltwthghobS on the sixteenth day of December in the Year of our Creator two thousand eighteen;
- The Undersigned are not/were not knowing, willing, intelligent and intentional signatories to the Constitution for the United States of America c1819 and/or State of ... equivalents, and any and all derivatives thereof regardless of style;
- The Undersigned are not/were not knowing, willing, intelligent and intentional parties to the Constitution for the United States of America c1819 and/or State of ... equivalents, and any and all derivatives thereof regardless of style;
- A man can not be/is not a knowing, willing, intelligent and intentional signatory/party absent a valid signature/autograph upon the contract, however styled;
- The Constitution for the United States of America c1819 and State of ... equivalents, and any and all derivatives thereof regardless of style, is a contract;
- The United States of America, State of ... and local equivalents are not factually and actually the same entities as UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents, and any and all derivatives thereof regardless of style;
- By, under and pursuant to the Constitution for the United States of America c1819, and State of ... equivalents, and any and all derivatives thereof regardless of style, the aforementioned entities were not granted explicit authority to operate and/or conduct business under any nature, shape, cause, kind, form and format they so desire, ie corporate, commercial, military, political, ecclesiastical and other capacities, characters, conditions, status, standings, jurisdictions, venues and law forms;
- By, under and pursuant to the Constitution for the United States of America c1819 and State of ... equivalents, and any and all derivatives thereof regardless of style, the aforementioned entities were not granted explicit authority to alter and/or change jurisdictions, venues, law forms, authorities, processes and procedures as specifically laid out therein;
- By, under and pursuant to the Constitution for the United States of America c1819 and State of ... equivalents, and any and all derivatives thereof regardless of style, the aforementioned entities were not granted explicit authority to operate by, under and pursuant to emergency powers, authorities, processes and procedures not in times of actual and factual civil unrest and/or foreign invasion within the borders of the United States of America;
- The Judicial branch of the United States of America, State of ... and local equivalents thereof, and any and all derivatives regardless of style, does not have/has not had explicit authority to legislate and create "law" from the "bench" that in any nature, shape, cause, kind, form or format affects or effects any man not a party to the controversy therein;
- The Undersigned were not/are not intelligently, intentionally, knowingly and willingly placing ourselves upon the UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents thereof, and any and all derivatives regardless of style, in any and all interactions/matters in any and all places and any and all times;
- The Undersigned were not/are not intelligently, intentionally, knowingly and willingly joined/joining ourselves to any and all matters/interactions in any and/or all places and any and/or all times to the UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents thereof, and any and all derivatives regardless of style.
- The UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents thereof, are not actually and factually the real-party-in-interest in any and/or all matters and/or interactions with the Undersigned.
- The Respondents do not have explicit Constitutional authority to deviate from and/or violate the Constitution for the United States of America c1819, State of ... equivalents, and any and all derivatives regardless of style, at any time and any place.
- There exists no explicit authority contained within the Constitution for the United States of America c1819 for the Respondents to effectuate, implement, enforce and/or utilize inherent and/or implied processes, procedures, authorities, jurisdictions, venues and/or law forms.
- The Respondents and their Principal, United States of America, State of ... and Local equivalents, and any and all derivatives thereof regardless of style, possess no explicit Constitutional authority, standing, status, character, condition and capacity to seek any and/or all claims, remedies and/or relief, civil and/or criminal, and other against the Undersigned.
- The Respondents and their Principal, United States of America, State of ... and Local equivalents, and any and all derivatives thereof regardless of style, possess no explicit Constitutional authority for the implementation, exercise and/or enforcement of malum prohibitum jurisdiction against the Undersigned.
- The Respondents and their Principal, United States of America, State of ... and Local equivalents, and any and all derivatives thereof regardless of style, possess no explicit Constitutional authority to interfere and/or alter a private Contract between the Undersigned and the Creator of all that was, is and shall be.
- The Respondents and their Principal, United States of America, State of ... and Local equivalents, and any and all derivatives thereof regardless of style, possess no Constitutional document(s), paper(s), digital data, tangible medium(s) and/or tangible item(s) in their care, custody and control thereof which demonstrate and prove that the Undersigned are knowing, willing, intelligent and intentional parties to the aforementioned, and/or any other terms of art describing, demonstrating and/or utilized to mean the same, and any and all combinations and variations of the aforementioned, which can be demonstrated to operate to confer any actual and factual controlling, insurable, lawful, legal, private, public, quasi-public, equitable, political, commercial, social, civil, corporate, international, universal, quantum, spiritual, administrative, Talmudic, Babylonian, ecclesiastical, military, beneficial, maritime, statutory, pecuniary, managerial, regulatory and/or any and all other interest, share, title, authority, relationship, jurisdiction, venue, et cetera, of any nature, shape, cause, kind, form and format, and any and all variations and



combinations of the aforementioned, without limitation, in and/or over the Undersigneds' physical, natural, spirit and/or soul being(s) and representation(s) thereof, of any nature, kind, cause, kind, form and format, and any and all variations and combinations thereof, without limitation, the Undersigneds' cestui que vie trust, estate, any and all other trusts and constructs, and any and all sub and/or constructive trusts and constructs thereof, any and all thereto, thereof, therewith and therefrom the Undersigned, without limitation, any and all property and assets of any nature, kind, form and format, and my share, as Heir of the Creator of all that was, is and shall be, without limitation, in any nature, way, cause and/or kind to the benefit of the Respondents' and their Principal, United States of America, State of ... and Local equivalents, and any and all derivatives thereof regardless of style;

- The Undersigned are not specifically named/identified in any UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, acts, codes, statutes, rules, regulations, ordinances, et cetera.
- The Undersigned do not have/have not had specific attachment/liability to any UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, acts, codes, statutes, rules, regulations, ordinances, et cetera.
- The CONSTITUTION OF THE UNITED STATES, STATE OF ... equivalents, Constitution for the United States of America c1819, State of ... equivalents, and any and all derivatives thereof regardless of style, does not by way of Lawful nexus operate upon the Undersigned.
- The Undersigned are not Lawfully bound by or to any institutions formed by our fellow man without our explicit consent.
- The UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents and any and all derivatives thereof regardless of style, are not real, but are imaginary and/or a fiction of law.
- The Respondents by and through the UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, as imaginary creations and fictions of law can not Lawfully interface with Living men.
- The Undersigned can not lawfully be identified in all caps style by the Respondents, UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, in contradiction to a Lawfully given birth name.
- The Respondents, UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, are foreign to the Undersigned.
- The Undersigned have lived/are living under unlawful pretended/fraudulent emergency/military/commercial/other rule in absolute violation and breach of the Constitution for the United States of America c1819.
- The Respondents, UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, are not/have not legally and lawfully abridged the free-will choice of the Undersigned by Constitutional "laws" brought into force by actual and factual states of Constitutional and Lawful "national emergency".
- The Respondents, UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, are not solvent and have no plenary sovereign capacity, character, condition, status and standing at any and/or all places and any and/or all times.
- The UNITED STATES OF AMERICA, STATE OF ..., and any and all derivatives thereof regardless of style, are not independent sovereign nations.
- The Respondents, UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, have aided and abetted the removal of gold and silver from backing the National currency.
- There can not be any limitation on the power and authority of the Undersigned in proper capacity, character, condition, status and standing.
- The Respondents, UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, do not issue Constitutional and Lawful documents, presentments, instruments or any other term of art describing, demonstrating and/or utilized to mean the same, in any and/or all matters and any and/or all interactions.
- The Respondents, UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, do not operate and/or have not operated with "clean hands" and in "good faith" in any and/or all matters and any and/or all interactions with the Undersigned.
- The Respondents, UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, do not effectuate and utilize and/or have not effectuated and utilized police powers and authorities by, under and through explicit authorities explicitly emanating from the Constitution for the United States of America c1819.
- The Respondents, UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, do not/have not utilize(d) explicit Constitutional authority to declare the Undersigned enemies in and on their own land.
- The Respondents, UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, are not in plenary compliance to/with the Constitution for the United States of America c1819 in any and/or all matters and any and/or all interactions with the Undersigned.
- The Respondents, UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, and any and all employees, agents, assigns, successors, contractors, et cetera thereof, are not in plenary compliance to/with explicit provisions of the Law of the Land aka Constitution for the United States of America c1819 at any and/or all times and any and/or all places in any and/or all matters and any and/or all interactions.
- The Respondents, UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, and any and all employees, agents, assigns, successors, contractors, et cetera thereof, are not holding/have not held Constitutional Office and/or positions with perfected title thereto, and are not exercising and have not exercised authorities and privileges therein in plenary compliance to explicit provisions of the Law of the Land aka Constitution for the United States of America c1819 at any and/or all places and any and/or all times in any and/or all matters and any and/or all interactions.
- The Respondents, UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, do not have/have not had plenary authority by and through the Constitution for the United States of America c1819 to rule over and interfere with the private dealings and affairs of the Undersigned.
- The capacities, characters, conditions, status and standing effectuated and utilized by the Respondents, UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, are not/have not been in plenary compliance with, and explicitly authorized by, the Constitution for the United States of America c1819.
- The Respondents, UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, and any and all employees, agents, assigns, successors, contractors, et cetera thereof, have not taken lawful Oaths to the Constitution for the United States of America c1819.
- The Respondents, UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, and any and all employees, agents, assigns, successors, contractors, et cetera thereof, are not operating and/or have not operated by and through full disclosure in any and/or all of their respective day to day matters concerning/affecting/effecting, and interactions with, the Undersigned.
- The Respondents, UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, are not and/or have not been granted explicit authority from the Constitution for the United States of America c1819 to commercially and otherwise benefit from the utilization of the laws of occupation, laws of war and the EMERGENCY BANKING RELIEF ACT to the detriment and injury of the Undersigned.
- The Respondents, UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, are not/have not been granted explicit authority from the Constitution for the United States of America c1819 to maintain and operate commercial/military courts, prisons and police for the use against, suppression of, and to the detriment of the Undersigned.

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- The Respondents, UNITED STATES OF AMERICA, STATE of ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, are not and/or have not been granted explicit authority from the Constitution for the United States of America c1819 to claim ownership of, or place liens against, the Undersigned and/or any and all of their property and assets.
- The Respondents, UNITED STATES OF AMERICA, STATE of ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, are not and/or have not been granted explicit authority from the Constitution for the United States of America c1819 to alter and/or blend the jurisdictions of Law, Equity and Admiralty/Maritime.
- The Respondents, UNITED STATES OF AMERICA, STATE of ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, are not and/or have not been granted explicit authority from the Constitution for the United States of America c1819 to operate and utilize malum prohibitum authority against the Undersigned.
- The Respondents, UNITED STATES OF AMERICA, STATE of ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, are not and/or have not been granted explicit authority from the Constitution for the United States of America c1819 to operate and utilize martial rule/law against and over the Undersigned without actual and factual proof of unwarranted civil unrest and/or foreign invasion.
- The Respondents, UNITED STATES OF AMERICA, STATE of ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, are not and/or have not been granted explicit authority from the Constitution for the United States of America c1819 to ignore, hamper and/or violate the Undersigned's right to expatriate.
- The Undersigned can not be forced to serve two masters.
- The Respondents, UNITED STATES OF AMERICA, STATE of ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, are not and/or have not been granted explicit authority from the Constitution for the United States of America c1819 to adhere to, and respect, legislation from the bench.
- The Respondents, UNITED STATES OF AMERICA, STATE of ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, are not and/or have not been granted explicit authority from the Constitution for the United States of America c1819 to hinder and/or alter the Undersigned's God-granted free-will choice of right to plenary Life, Liberty and Pursuit of Happiness.
- The Undersigned are not fictions of law created by the Respondents, UNITED STATES OF AMERICA, STATE of ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, therefore there is no nexus and thereby no authority over the same.
- The Undersigned are not an officer, agent, shareholder, franchise or fiduciary agent, a resident of, inhabitant of or domiciled in the UNITED STATES OF AMERICA, STATE of ... and LOCAL equivalents.
- The Undersigned are not a vessel registered to the UNITED STATES OF AMERICA.
- The Undersigned are not an actual and factual enemies of the Respondents, UNITED STATES OF AMERICA, STATE of ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, or any of its creations and liabilities.
- The presumption that the Undersigned in any of the aforementioned, and/or any and all documentation implying the same absent a wet-ink signature/autograph, is not Lawful and is not in explicit compliance to the Constitution for the United States of America c1819, and is fraudulent, illusory, and is a false representation of a matter of fact and/or a kind of artifice employed by the same for self-serving purposes.
- The Respondents failed to substantiate the validity, Constitutionality and accuracy of any and/or all of its indictments, warrants, processes, procedures and other interactions, and/or otherwise;
- The Respondents failed to produce duly and Constitutionally sanctioned public/private delegation of authority, and/or otherwise;
- The Respondents failed to produce duly signed and witnessed Constitutional "Oaths of Office";
- The Respondents failed to produce any valid, lawful and Constitutional explicit and written contracts or agreements bearing the bona fide autographs, signatures and/or acceptances and acknowledgements of any party specifically named or otherwise;
- The Respondents failed to produce lawful and Constitutional authority of the UNITED STATES OF AMERICA, STATE OF ... and/or LOCAL equivalents/instrumentalities, and any derivatives thereof regardless of style, to act against and/or interact with the Undersigned and others;
- The Respondents failed to produce any explicit, lawful and Constitutional basis/nexus upon which any claim regardless of form and/or format operates upon the Undersigned and others;
- The Respondents failed at any and/or all times and any and/or all places to operate with, under and pursuant to "good faith," "clean hands," and "fair business dealings" in any and/or all interactions;
- The Respondents failed to provide full disclosure at any and/or all times and any and/or all places in any and/or all interactions;
- The Respondents failed to conduct any and/or all commercial-criminal and other cases/interactions by, under and through the principles, processes and procedures of ancient custom and Constitutional American Jurisprudence and Law;
- The Respondents failed to act in a manner so as to not to cheat, hinder, delay, and/or defraud the Undersigned and others in any manner and way regardless of type and form of interactions;
- The Respondents failed to act in a manner so as not to threaten, coerce and place physical and/or psychological duress upon the Undersigned and others in any manner and way regardless of type and form of interaction;
- The Respondents failed to insure and prove that any and/or all interactions with, investigations of and/or gathering of any evidence against the Undersigned and others met a minimum of "good faith," "clean hands," customs and Constitutional standards of due process, and further failed to factually and actually prove and establish all elements necessary and required by the aforementioned to be proven beyond any and/or all reasonable doubt as to a Constitutional Public Law violation(s) regardless of venue;
- The Respondents failed to provide the requested, required and necessary Proofs of Claim under Contract J3:16fGsltwthghobS;
- The Respondents failed to reject and/or contest any offer and contest acceptance, acknowledgement and agreement of Contract J3:16fGsltwthghobS in any manner according to its explicit written terms;

The Respondents further knowingly, willingly, intelligently, intentionally and explicitly admits, acknowledges, agrees and unconditionally stipulates the following, to wit:

- The Respondents are bound to the explicit terms of Contract J3:16fGsltwthghobS and the procedure/process for remedy is exclusively via Arbitration/Neutral Party chosen exclusively by the Undersigned; and further, are bound to the remedy procedure/process, and that it is Irrevocable, and no COURT regardless of Jurisdiction, venue and law form may interfere and/or overturn by any process or procedure the final and binding award/decision/judgment/disposition;
- The Respondents in these matters and others, and any and all matters hereto, did knowingly, willingly, intelligently and intentionally commit, including but not limited to, fraudulent concealment, denial of custom and Constitutional substantive and procedural due process in any and all interactions, mutual conspiracy to engage in a scheme of unjust enrichment, flagrant and willful unlawful custody, investigation and control, flagrant and willful violations of processes and procedures guaranteed by, under and pursuant to the Laws of Creation and the Constitution for the United States of America c1819, flagrant and willful breach of contract, flagrant and willful fraud in the inducement, flagrant and willful fraud in the factum, flagrant and willful breach of fiduciary and trustee duties and responsibilities, flagrant and willful blending and altering of jurisdictions, venues and law form, flagrant and willful violations of free-will choice, flagrant and willful slavery by and through the aforementioned action/inactions, flagrant and willful Ultra Vires and/or false assumptions of debt, without limitation;

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- The Respondents unlawfully and un/non Constitutionally interacted with, arrested, indicted, convicted, adjudged, sentenced, maintained custody and/or imprisoned the Undersigned in flagrant and willful violation of their respective Initial contract offer entitled and styled the Constitution for the United States of America c1819, entered into by the Respondents knowingly, willingly, intelligently and intentionally and offered to the Undersigned upon their respective filling of a sworn Oath;
- The Respondents dissolved their own claimed immunity and/or sovereignty claims and defenses by, under and pursuant to their own actions and inactions via their respective interactions of any nature, shape, cause, kind, form and format with the Undersigned;
- The Undersigned are entitled as a matter of fact and right to any and all relief and remedy that would make them whole and as if the Respondents did not interfere in any nature, shape, cause, way, form and/or kind with the Undersigneds' enjoyment of free-will choice absent causing actual and factual harm to a man or his property; and further, the Respondents cannot contest in any way and/or form the said relief and remedy demanded and sought via summary award/disposition/judgment/decision/order by and through Arbitration/Neutral Party by, under and pursuant to Contract J3:16fGsltwthghobS, the terms thereof and the doctrines of silent acquiescence, res judicata, estoppel and/or laches;
- The Undersigned are entitled as a matter of fact and right to any writ, decision, judgment, disposition, order (any and all executive and/or judicial) that would in effect release them from custody, confinement and control of any nature, shape, cause, kind, form and/or format whether said custody, confinement and control be presumed, assumed, by operation of law and/or explicit.
- The Undersigned are entitled as a matter of fact and right to immediate release from any assumptive, presumptive, constructive and/or factual/actual confinement, custody and/or control regardless of form and/or format thereof;
- The Undersigned are entitled as a matter of fact and right to immediate payment of any reasonable claimed monetary damages regardless of nature and form by the Respondents through both/either personal assets, any and all assets of the Principal and the JUDGMENT FUND INTERNET CLAIM FUND;
- The Undersigned have exhausted any and all contractual administrative remedies required and necessary to enforce any and all claims, modes of redress under Contract J3:16fGsltwthghobS and are entitled as a matter of fact and right to any and all relief and remedy claimed thereunder and thereto;
- The Undersigned are entitled as a matter of fact and right to any and all relief and remedy claimed by, under and pursuant to Contract J3:16fGsltwthghobS;
- The Respondents are bound by Contract J3:16fGsltwthghobS, and the same is restated in its entirety, and incorporated herein, as if set forth in full as a part of this record and Creation-wide record;
- The Respondents duly authorize and empower the Undersigned to execute an enforceable Irrevocable Special Power of Attorney Coupled with Interest appointing them severally/individually as the lawful designee and authorized agent of the OFFICE OF THE UNITED STATES ATTORNEY GENERAL, to sign and initial for, initiate, execute, prosecute, settle, et al. all claims and litigation regardless of form and format and jurisdiction, venue and law form processed/proceed through, as related and confined to the resolution and enforcement of these matters, Contract J3:16fGsltwthghobS and any and all matters related thereto and emanating therefrom;
- The Respondents agree that the subject matter of this agreement at least partially involves commerce as applicable under the Federal Arbitration Act, and the same may be utilized for enforcement of any awards, decisions, judgments, orders, dispositions executed and issued by an Arbitrator/Neutral Party.

The Respondents further knowingly, willingly, intelligently, intentionally and explicitly admits, agrees, accepts, acknowledges and unconditionally stipulates the following obligations, to wit:

- The Respondents agree to fully indemnify and immunize the Undersigned and Beneficiaries from any further legal and/or administrative action, interaction, prosecution, process and procedure et cetera of civil, criminal and other causes conducted by and/or instituted by and through the UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents/instrumentalities and any Territories and Possessions thereof, and any and all instrumentalities of the aforementioned, and any and all derivatives thereof regardless of style;
- The Respondents agree to summary proceedings and issuance of summary/consent awards, decisions, judgments, orders, dispositions and entry of any and all awards/decisions/judgments/orders/dispositions thereon by any District Court of the United States and/or Supreme Court of the United States;
- The Respondents agree that the/any Irrevocable Special Power of Attorney Coupled with Interest tangible medium is lawful and that it properly appoints the named Undersigned therein Special Power of Attorney to bind the Respondents in any legal and lawful manner for resolution of any and all claims and litigation under the Contract J3:16fGsltwthghobS and any and all matters thereto, and the Respondents do hereby explicitly consents to be so bound as to the matters of the aforementioned and no others;
- The Respondents further explicitly agrees to comply with, and to not contest in any manner or form, the issuance of any and all necessary and required writs, orders, awards, judgments, decisions, dispositions and/or injunctions by any District Court of the United States and/or Supreme Court of the United States in aid of its jurisdiction to enforce any and all provisions, remedies, relief, arbitration/neutral party proceedings/processes, pre-award rulings, awards, orders, judgments, dispositions and/or injunctions emanating from Contract J3:16fGsltwthghobS and any matters related thereto.
- In case any provision in Contract J3:16fGsltwthghobS shall be held invalid, illegal, unlawful and/or unenforceable, the validity, legality, lawfulness and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

As the Undersigned wish to settle this amicably and privately for the concern and benefit of all involved your response is respectfully awaited upon.

Govern yourself accordingly.

Any and all documents, papers, writings, digital data, tangible mediums and tangible items made and executed by the Undersigned are hereby restated in their entirety, and incorporated herein, as if set forth in full as an integral part of these matters and Creation Wide Public Record for all of Creation to rely upon;

Any and all documents, papers, writings, digital data, tangible mediums and tangible items filed and/or submitted into case # 15-0491 in the now defaulted, dishonored and non-existent WEST VIRGINIA SUPREME COURT OF APPEALS, case # REDACTED FOR SECURITY and case # REDACTED FOR SECURITY are hereby restated in their entirety, and incorporated herein, as if set forth in full as an integral part of these matters and Creation-Wide Public record for all of Creation to rely upon;

Any and all digital data discs and/or other tangible mediums and items, whether filed now or in the future, are hereby restated in their entirety, and incorporated herein, as if set forth in full as an integral part of these matters and Creation-Wide Public Record for all of Creation to rely upon;

Contract J3:16fGsltwthghobS Conditional Acceptance for Value upon Proof of Claim is hereby restated in its entirety, and incorporated herein, as set forth in full as an integral part of these matters and Creation-Wide Public Record for all of Creation to rely upon;

Each Notice and Declaration of Acceptance, Acknowledgement, Claim and Counterclaims are hereby restated in its entirety, and incorporated herein, as set forth in full as an integral part of these matters and Creation-Wide Public Record for all of Creation to rely upon;

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Certified True, Accurate and Complete



Will and Word of the Creator also known as Holy Bible, KJV and any and all versions and/or translations thereof, are hereby restated in their entirety, and incorporated herein, as set forth in full as an integral part of these matters and Creation-Wide Public Record for all of Creation to rely upon;

The Undersigned do hereby give present, past and future notice of corrections of any manual and/or automated filing systems and procedures which alter, or attempt to alter, unlawfully or not, my real-man Living Soul Heir and Beneficiary capacities, conditions, characters, status, standings and/or my Lawful Jurisdiction, Venue and Law Form, without limitation, ab initio, nunc pro tunc, in perpetuity, without recourse, without prejudice;

The Undersigned do hereby give present, past and future notifications of corrections of any manual and/or automated filing systems and procedures which alter, or attempt to alter, unlawfully or not, the Respondents and/or their status, standings, capacities, characters, conditions in any way, shape, form and/or facet, without limitation, ab initio, nunc pro tunc, in perpetuity, without recourse;

- In all instances of the use of the letter combinations "UNITED STATES OF AMERICA, United States of America, UNITED STATES and Respondents" it shall mean the following, to wit: THE UNITED STATES OF AMERICA aka/dba UNITED STATES OF AMERICA aka/dba United States of America aka/dba UNITED STATES aka/dba United States aka/dba UNITED STATES GOVERNMENT aka/dba GOVERNMENT OF THE UNITED STATES aka/dba UNKNOWN, foreign entity, trustee, Principal, any and all derivatives, appellations, identifiers, numbers and their combinations, letters and their combinations, abbreviations, styles, idem sonans and/or all other legal, financial and managerial forms and formats of any nature, shape, cause and kind, and any and all variations and combinations thereof, any and all corporate, military, commercial, civil, political, social, ecclesiastical and other entities of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all creations and liabilities by, of, through and from of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all political subdivisions and instrumentalities of any nature, shape, cause kind, form and format, and any and all variations and combinations thereof, any and all capacities, characters, conditions, status, standings, jurisdictions, venues and law forms of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all agents, assigns, successors, principals, beneficiaries, employees, officers, contractors, franchisees, licensees, members of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all trusts, structures, hierarchies, systems, networks, regimes and any and all other limits and constructs of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all of the aforementioned both known and unknown, any and all of the aforementioned both perceived and unperceived, and any and all variations and combinations of the aforementioned, without limitation, private for profit entities providing quasi-governmental and other goods and services purporting to be lawful government, also referred to as Respondent.

Any omission of any possible issue, matter, right, defense, process and/or procedure, or any other term of art describing, demonstrating and/or utilized to mean the same, is explicitly reserved.

Any omission is not a waiver thereof.

A copy, facsimile and digital scan are lawfully declared to be, and has the same force, affect and effect as, the Original.

The Undersigned are not a guarantor, acceptor, accommodating party, debtor, surety or any other term of art describing, demonstrating and/or utilized to mean the same, to and/or for anything Creation-Wide, by the explicit notice.

The Undersigned reserve the right to amend, enhance and/or delete from this document and writing at any time and any place the need arises, by explicit reservation.

The Undersigned reserve the right to define all words and letter combinations contained herein; and further, reserve the right to interpret and construct the intent thereof, with full finality, by explicit reservation.

The Undersigned do hereby knowingly, willingly, intelligently and intentionally declare and affirm that the foregoing is true, accurate and complete, the truth, whole truth and nothing but the truth, to the best of our knowledge and ability, so help us Creator.

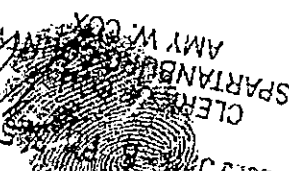
The Undersigned, under full liability and complete transparency, do hereby knowingly, willingly, intelligently and intentionally Affirm, Declare, Proclaim and Publish that this set of documents and tangible mediums are hereby absolutely and duly affirmed, authorized, declared, stated, made, issued, certified, confirmed, ratified, verified, executed, noticed, re-affirmed, re-authorized, re-declared, re-stated, re-issued, re-certified, re-confirmed, re-ratified, re-verified and re-noticed, absolutely and duly perfected, protected and secured in their entirety for all of Creation to rely upon, without limitation, in perpetuity, without recourse, without prejudice, under the penalties of false witness, to the best of our knowledge and ability, governed by, and under, the Laws of the Creator, under the Laws of Creation.

Hereunto we have set our Hands and knowingly, willingly, intelligently and intentionally caused our autographs to become affixed hereto.

Executed in Creation, by, under and pursuant to the Laws of the Creator and the Laws of Creation.

On the twenty eighth day of December, in the Year of our Creator two thousand eighteen.

Heir of the Creator, Real-man Living Soul, Secured Party, Holder-in-Due-Course, Real-Party-in-Interest, Grantor, Bailor, Administrator, Creditor, Custodian, Beneficiary; All rights, privileges, freedoms and Immunities are hereby claimed, reserved and exercised, without limitation, without prejudice, without recourse

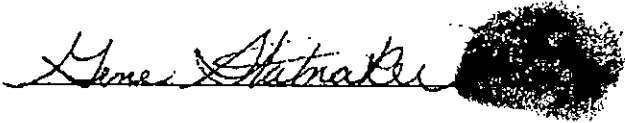




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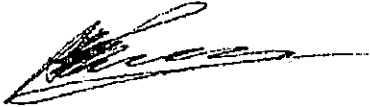
Certified True, Accurate and Complete



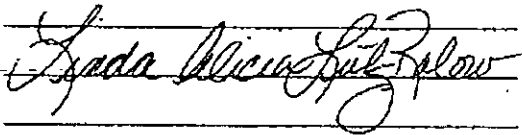
Heir of the Creator, Real-man Living Soul, Secured Party, Holder-in-Due-Course, Real-Party-in-Interest, Grantor, Bailor, Administrator, Creditor, Custodian, Beneficiary;
All rights, privileges, freedoms and immunities are hereby claimed, reserved and exercised, without limitation, without prejudice, without recourse



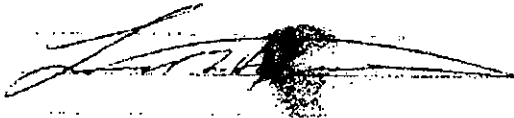
Heir of the Creator, Real-man Living Soul, Secured Party, Holder-in-Due-Course, Real-Party-in-Interest, Grantor, Bailor, Administrator, Creditor, Custodian, Beneficiary;
All rights, privileges, freedoms and immunities are hereby claimed, reserved and exercised, without limitation, without prejudice, without recourse



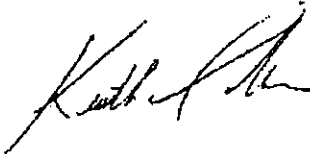
Heir of the Creator, Real-man Living Soul, Secured Party, Holder-in-Due-Course, Real-Party-in-Interest, Grantor, Bailor, Administrator, Creditor, Custodian, Beneficiary;
All rights, privileges, freedoms and immunities are hereby claimed, reserved and exercised, without limitation, without prejudice, without recourse



Heir of the Creator, Real-man Living Soul, Secured Party, Holder-in-Due-Course, Real-Party-in-Interest, Grantor, Bailor, Administrator, Creditor, Custodian, Beneficiary;
All rights, privileges, freedoms and immunities are hereby claimed, reserved and exercised, without limitation, without prejudice, without recourse



Heir of the Creator, Real-man Living Soul, Secured Party, Holder-in-Due-Course, Real-Party-in-Interest, Grantor, Bailor, Administrator, Creditor, Custodian, Beneficiary;
All rights, privileges, freedoms and immunities are hereby claimed, reserved and exercised, without limitation, without prejudice, without recourse.



Notary for third party service and verification:
Angela Sharp
Davis Trust Co.
227 Davis Ave.
Elkins, WV, 26241-1429

AMY W. COX
CLERK OF COURT
SPARTANBURG COUNTY
2023 JAN - 6 PM 3:56

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Certified True, Accurate and Complete



Declaration and Notice of Service

I, Phillip Hudok, under full liability and complete transparency, do by these Presents Declare and Aver that I, on the twenty eighth day of December, in the Year of our Creator two thousand eighteen, caused to be served by USPS postage pre-paid certified mail, a true, accurate and complete copy of the following tangible item, to wit:

- Declaration and Notice of Default and Dishonor, Opportunity to Cure

to, and upon, the following, at the following corporate locations, to wit:

Donald John Trump
THE WHITE HOUSE
1600 PENNSYLVANIA AVENUE NW
WASHINGTON, DC 20500
c.m. # 7015 0640 0007 1589 5321

John Glover Roberts, Jr
1 FIRST STREET, NE
WASHINGTON, DC 20543
c.m. # 7015 0640 0007 1589 5376

Orrin Grant Hatch
104 HART OFFICE BUILDING
WASHINGTON, DC 20510
c.m. # 7015 0640 0007 1589 5345

Paul Davis Ryan, Jr.
1233 Longworth HOB
WASHINGTON, DC 20515
c.m. # 7015 0640 0007 1589 5352

Matthew George Whitaker
U.S. DEPARTMENT OF JUSTICE
950 PENNSYLVANIA AVENUE, NW
WASHINGTON, DC 20530-0001
c.m. # 7015 0640 0007 1589 5369

I, Phillip Hudok, under full liability and complete transparency, do knowingly, willingly, intelligently and intentionally hereby Declare that the foregoing is true, accurate and complete, the truth, whole truth and nothing but the truth, to the best of my knowledge and ability, so help me Creator.

I, Phillip Hudok, sui juris, under full liability and complete transparency, being of plenary capacity, character, condition, status, standing and responsibility, under the penalty of false witness, under the Laws of the Creator, under the Laws of Creation, do by these Presents, knowingly, willingly, intelligently and intentionally Affirm, Declare, Proclaim and Publish that this document is hereby absolutely and duly affirmed, authorized, declared, stated, made, issued, certified, confirmed, ratified, verified, executed, noticed, re-affirmed, re-authorized, re-declared, re-stated, re-issued, re-certified, re-confirmed, re-ratified, re-verified and re-noticed, absolutely and duly perfected, protected and secured in its entirety for all of Creation to rely upon, without limitation, in perpetuity, without recourse, without prejudice.

I reserve the right to amend, enhance and/or delete from this document and tangible medium at anytime, by explicit reservation.

Any omission is not a waiver thereof.

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A copy, facsimile and digital scan are lawfully declared to be, and has the same force, affect and effect as, the Original.

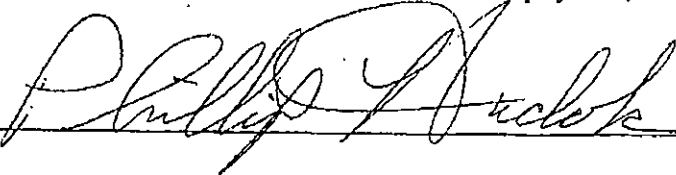
I reserve the right to define all words and letter combinations contained herein; and further, reserve the right to interpret and construct the intent thereof, with plenary finality, by explicit reservation.

Hereunto I have set my Hand and knowingly, willingly, intelligently and intentionally caused my autograph to become affixed hereto.

Executed in Creation, by, under and pursuant to the Laws of the Creator and the Laws of Creation.

On the twenty eighth day of December, in the Year of our Creator two thousand eighteen.

Heir of the Creator, Real-man Living Soul, Secured Party, Holder-in-Due-Course, Real-Party-in-Interest, Grantor, Bailor, Administrator, Creditor, Custodian, Beneficiary; All rights, privileges, freedoms and immunities are hereby claimed, reserved and exercised, without limitation, without prejudice, without recourse.




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CERTIFIED MAIL® RECEIPT
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For delivery information, visit our website at www.usps.com®.

WASHINGTON DC 20543 OFFICIAL USE

Certified Mail Fee	\$3.45	0625
Extra Services & Fees (check box, add fee as appropriate)	\$2.75	02
☐ Return Receipt (hardcopy)	\$0.00	
☐ Return Receipt (electronic)	\$0.00	
☐ Certified Mail Restricted Delivery	\$0.00	
☐ Adult Signature Required	\$0.00	
☐ Adult Signature Restricted Delivery	\$0.00	
Postage	\$1.42	
Total Postage and Fees	\$7.62	12/28/2018
Sent To John Glover Roberts Jr. Street and Apt. No., or PO Box No. 1 First Street, NE City, State, ZIP+4® Washington, DC 20543 PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions		

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Certified Mail Fee	\$3.45	0625
Extra Services & Fees (check box, add fee as appropriate)	\$2.75	02
☐ Return Receipt (hardcopy)	\$0.00	
☐ Return Receipt (electronic)	\$0.00	
☐ Certified Mail Restricted Delivery	\$0.00	
☐ Adult Signature Required	\$0.00	
☐ Adult Signature Restricted Delivery	\$0.00	
Postage	\$1.42	
Total Postage and Fees	\$7.62	12/28/2018
Sent To Paul Davis Ryan Jr. Street and Apt. No., or PO Box No. 1333 Longworth HOB City, State, ZIP+4® Washington, DC 20515 PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions		

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Certified Mail Fee	\$3.45	0625
Extra Services & Fees (check box, add fee as appropriate)	\$2.75	02
☐ Return Receipt (hardcopy)	\$0.00	
☐ Return Receipt (electronic)	\$0.00	
☐ Certified Mail Restricted Delivery	\$0.00	
☐ Adult Signature Required	\$0.00	
☐ Adult Signature Restricted Delivery	\$0.00	
Postage	\$1.42	
Total Postage and Fees	\$7.62	12/28/2018
Sent To Matthew George Whitaker US Dept of Justice Street and Apt. No., or PO Box No. 950 Pennsylvania Ave NW City, State, ZIP+4® Washington, DC 20530-0001 PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions		

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Certified Mail Fee	\$3.45	0625
Extra Services & Fees (check box, add fee as appropriate)	\$2.75	02
☐ Return Receipt (hardcopy)	\$0.00	
☐ Return Receipt (electronic)	\$0.00	
☐ Certified Mail Restricted Delivery	\$0.00	
☐ Adult Signature Required	\$0.00	
☐ Adult Signature Restricted Delivery	\$0.00	
Postage	\$1.42	
Total Postage and Fees	\$7.62	12/28/2018
Sent To Donald John Trump The White House Street and Apt. No., or PO Box No. 1600 Pennsylvania Avenue NW City, State, ZIP+4® Washington DC 20500 PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions		

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Certified Mail Fee	\$3.45	0625
Extra Services & Fees (check box, add fee as appropriate)	\$2.75	02
☐ Return Receipt (hardcopy)	\$0.00	
☐ Return Receipt (electronic)	\$0.00	
☐ Certified Mail Restricted Delivery	\$0.00	
☐ Adult Signature Required	\$0.00	
☐ Adult Signature Restricted Delivery	\$0.00	
Postage	\$1.42	
Total Postage and Fees	\$7.62	12/28/2018
Sent To Orin Grant Hatch Street and Apt. No., or PO Box No. 104 Hart Office Building City, State, ZIP+4® Washington, DC 20510 PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions		

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Expected Delivery on

THURSDAY
3 JANUARY 2019 ① by **8:00pm** ①

Status
Delivered
January 3, 2019 at 3:55 am
Delivered
WASHINGTON, DC 20500
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Text & Email Updates ▾

Tracking History ▾

Product Information ▾

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AMY W. COX

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Tracking Number: 70150640000715895376

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Expected Delivery on
WEDNESDAY
2 JANUARY 2019 Ⓢ by
8:00pm Ⓢ

Status
✓ Delivered
January 2, 2019 at 8:35 am
Delivered
WASHINGTON, DC 20543
[Get Updates](#) ✓

	Delivered
Text & Email Updates	✓
Tracking History	✓
Product Information	✓

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Expected Delivery on

WEDNESDAY

2 JANUARY 2019 by **8:00pm**

Status

✓ Delivered

January 2, 2019 at 11:40 am
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Tracking Number: 70150640000715895352

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On Time

Expected Delivery on

WEDNESDAY

2 JANUARY 2019 ①

by

8:00pm ①

Status

✓ Delivered to Agent

January 2, 2018 at 7:26 am

Delivered to Agent for Final Delivery

WASHINGTON, DC 20515

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Tracking Number: 70150640000715895369Remove X

Expected Delivery on

THURSDAY

3 JANUARY 2019 ①

by

8:00pm ①

Status

✓ Delivered

January 3, 2019 at 5:52 am

Delivered

WASHINGTON, DC 20530

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Tracking History▼

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SPARTANBURG COUNTY
AMY W. COX

Qui tam pro domino rege quam pro se ipso in hac parte sequitur
Pro rex regum et heredes'

Notice to Agent is Notice to Principal, Notice to Principal is Notice to Agent

Undersigned
Phillip Hudok
Gene Stalnaker
Arnie Rosner
Alicia Lutz-Rolow
Leonard Frank house of Harview
Keith Lawrence Moore
15958 Seneca Trail
Huttonsville, W.Va. [26273]

RESPONDENTS

Donald John Trump aka/dba DONALD JOHN TRUMP aka/dba Donald J. Trump aka/dba DONALD J. TRUMP aka/dba OFFICE OF THE PRESIDENT aka/dba PRESIDENT OF THE UNITED STATES aka/dba PRESIDENT DONALD J. TRUMP aka/dba COMMANDER IN CHIEF aka/dba GOVERNMENT OF THE UNITED STATES aka/dba UNITED STATES GOVERNMENT aka/dba THE UNITED STATES OF AMERICA aka/dba UNITED STATES OF AMERICA aka/dba UNKNOWN, foreign entity, trustee, any and all derivatives, appellations, identifiers, numbers and their combinations, letters and their combinations, styles, abbreviations, idem sonans and/or all other legal, financial and managerial forms and formats of any nature, shape, cause and kind, and any and all variations and combinations thereof, any and all corporate, military, commercial, civil, political, social, ecclesiastical and other entities of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all creations and liabilities by, of, through and from of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all political subdivisions and instrumentalities of any nature, shape, cause kind, form and format, and any and all variations and combinations thereof, any and all capacities, characters, conditions, status, standings, jurisdictions, venues and law forms of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all agents, assigns, successors, principals, beneficiaries, employees, officers, contractors, franchisees, licensees, members of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all trusts, structures, hierarchies, systems, networks, regimes and any and all other limits and constructs of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all of the aforementioned both known and unknown, any and all of the aforementioned both perceived and unperceived, and any and all variations and combinations of the aforementioned, without limitation, private for profit entities providing quasi-governmental and other goods and services purporting to be lawful government.
The White House
1600 Pennsylvania Avenue NW
Washington, DC 20500

John Glover Roberts, Jr. aka/dba JOHN GLOVER ROBERTS aka/dba John Roberts aka/dba JOHN ROBERTS aka/dba CHIEF JUSTICE aka/dba CHIEF JUSTICE JOHN ROBERTS aka/dba OFFICE OF THE CHIEF JUSTICE aka/dba UNITED STATES SUPREME COURT aka/dba SUPREME COURT OF THE UNITED STATES aka/dba JUDICIARY COURTS OF THE UNITED STATES aka/dba ADMINISTRATOR aka/dba GOVERNMENT OF THE UNITED STATES aka/dba UNITED STATES GOVERNMENT aka/dba THE UNITED STATES OF AMERICA aka/dba UNITED STATES OF AMERICA aka/dba UNKNOWN, foreign entity, trustee, any and all derivatives, appellations, identifiers, numbers and their combinations, letters and their combinations, abbreviations, styles, idem sonans and/or all other legal, financial and managerial forms and formats of any nature, shape, cause and kind, and any and all variations and combinations thereof, any and all corporate, military, commercial, civil, political, social, ecclesiastical and other entities of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all creations and liabilities by, of, through and from of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all political subdivisions and instrumentalities of any nature, shape, cause kind, form and format, and any and all variations and combinations thereof, any and all capacities, characters, conditions, status, standings, jurisdictions, venues and law forms of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all agents, assigns, successors, principals, beneficiaries, employees, officers, contractors, franchisees, licensees, members of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all trusts, structures, hierarchies, systems, networks, regimes and any and all other limits and constructs of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all of the aforementioned both known and unknown, any and all of the aforementioned both perceived and unperceived, and any and all variations and combinations of the aforementioned, without limitation, private for profit entities providing quasi-governmental and other goods and services purporting to be lawful government.
1 FIRST STREET, NE
WASHINGTON, DC 20543

Orrin Grant Hatch aka/dba ORRIN GRANT HATCH aka/dba Orrin G. Hatch aka/dba ORRIN G. HATCH aka/dba SENATOR ORRIN HATCH aka/dba OFFICE OF SENATOR ORRIN HATCH aka/dba PRESIDENT PRO TEMPORE OF THE UNITED STATES SENATE aka/dba SENATOR ORRIN HATCH aka/dba UNITED STATES SENATE aka/dba OFFICE OF SENATOR aka/dba GOVERNMENT OF THE UNITED STATES aka/dba UNITED STATES GOVERNMENT aka/dba THE UNITED STATES OF AMERICA aka/dba UNITED STATES OF AMERICA aka/dba UNKNOWN, foreign entity, trustee, any and all derivatives, appellations, identifiers, numbers and their combinations, letters and their combinations, abbreviations, styles, idem sonans and/or all other legal, financial and managerial forms and formats of any nature, shape, cause and kind, and any and all variations and combinations thereof, any and all corporate, military, commercial, civil, political, social, ecclesiastical and other entities of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all political subdivisions and instrumentalities of any nature, shape, cause kind, form and format, and any and all variations and combinations thereof, any and all capacities, characters, conditions, status, standings, jurisdictions, venues and law forms of any nature, shape, cause kind, form and format, and any and all variations and combinations thereof, any and all agents, assigns, successors, principals, beneficiaries, employees, officers, contractors, franchisees, licensees, members of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all trusts, structures, hierarchies, systems, networks, regimes and any and all other limits and constructs of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all of the



forementioned both known and unknown, any and all of the aforementioned both perceived and unperceived, and any and all variations and combinations of the aforementioned, without limitation, private for profit entities providing quasi-governmental and other goods and services purporting to be lawful government.
104 HART OFFICE BUILDING
WASHINGTON, DC 20510

Nancy Patricia D'Alesandro Pelosi aka/dba NANCY PATRICIA D'ALESSANDRO PELOSI aka/dba Nancy Pelosi aka/dba NANCY PELOSI aka/dba SPEAKER NANCY PELOSI aka/dba SPEAKER OF THE HOUSE aka/dba SPEAKER OF THE HOUSE OF THE UNITED STATES aka/dba CONGRESSWOMAN NANCY PELOSI aka/dba REPRESENTATIVE NANCY PELOSI aka/dba GOVERNMENT OF THE UNITED STATES aka/dba UNITED STATES GOVERNMENT aka/dba THE UNITED STATES OF AMERICA aka/dba UNITED STATES OF AMERICA aka/dba UNITED STATES aka/dba UNKNOWN, foreign entity, trustee, any and all derivatives, appellations, identifiers, numbers and their combinations, letters and their combinations, abbreviations, styles, idem sonans and/or all other legal, financial and managerial forms and formats of any nature, shape, cause and kind, and any and all variations and combinations thereof, any and all corporate, military, commercial, civil, political, social, ecclesiastical and other entities of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all creations and liabilities by, of, through and from of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all political subdivisions and instrumentalities of any nature, shape, cause kind, form and format, and any and all variations and combinations thereof, any and all capacities, characters, conditions, status, standings, jurisdictions, venues and law forms of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all agents, assigns, successors, principals, beneficiaries, employees, officers, contractors, franchisees, licensees, members of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all trusts, structures, hierarchies, systems, networks, regimes and any and all other limits and constructs of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all of the aforementioned both known and unknown, any and all of the aforementioned both perceived and unperceived, and any and all variations and combinations of the aforementioned, without limitation, private for profit entities providing quasi-governmental and other goods and services purporting to be lawful government.
1236 LONGWORTH HOB
WASHINGTON, D.C. 20515

Matthew George Whitaker aka/dba MATTHEW GEORGE WHITAKER aka/dba ACTING ATTORNEY GENERAL aka/dba US ATTORNEY GENERAL aka/dba UNITED STATES ATTORNEY GENERAL aka/dba OFFICE OF THE ATTORNEY GENERAL aka/dba US DEPARTMENT OF JUSTICE aka/dba UNITED STATES DEPARTMENT OF JUSTICE aka/dba GOVERNMENT OF THE UNITED STATES aka/dba UNITED STATES GOVERNMENT aka/dba THE UNITED STATES OF AMERICA aka/dba UNITED STATES OF AMERICA aka/dba UNITED STATES aka/dba UNKNOWN, foreign entity, trustee, any and all derivatives, appellations, identifiers, numbers and their combinations, letters and their combinations, abbreviations, styles, idem sonans and/or all other legal, financial and managerial forms and formats of any nature, shape, cause and kind, and any and all variations and combinations thereof, any and all corporate, military, commercial, civil, political, social, ecclesiastical and other entities of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all creations and liabilities by, of, through and from of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all political subdivisions and instrumentalities of any nature, shape, cause kind, form and format, and any and all variations and combinations thereof, any and all capacities, characters, conditions, status, standings, jurisdictions, venues and law forms of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all agents, assigns, successors, principals, beneficiaries, employees, officers, contractors, franchisees, licensees, members of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all trusts, structures, hierarchies, systems, networks, regimes and any and all other limits and constructs of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all of the aforementioned both known and unknown, any and all of the aforementioned both perceived and unperceived, and any and all variations and combinations of the aforementioned, without limitation, private for profit entities providing quasi-governmental and other goods and services purporting to be lawful government.
U.S. DEPARTMENT OF JUSTICE
950 PENNSYLVANIA AVENUE, NW
WASHINGTON, DC 20530-0001

All of the aforementioned acting as agents for, of and through the following, to wit:
THE UNITED STATES OF AMERICA aka/dba UNITED STATES OF AMERICA aka/dba UNITED STATES aka/dba United States aka/dba United States of America aka/dba GOVERNMENT OF THE UNITED STATES aka/dba UNITED STATES GOVERNMENT aka/dba UNKNOWN, foreign entity, trustee, any and all derivatives, appellations, identifiers, numbers and their combinations, letters and their combinations, abbreviations, styles, idem sonans and/or all other legal, financial and managerial forms and formats of any nature, shape, cause and kind, and any and all variations and combinations thereof, any and all corporate, military, commercial, civil, political, social, ecclesiastical and other entities of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all creations and liabilities by, of, through and from of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all political subdivisions and instrumentalities of any nature, shape, cause kind, form and format, and any and all variations and combinations thereof, any and all capacities, characters, conditions, status, standings, jurisdictions, venues and law forms of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all agents, assigns, successors, principals, beneficiaries, employees, officers, contractors, franchisees, licensees, members, et cetera, of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all trusts, structures, hierarchies, systems, networks, regimes and any and all other limits and constructs of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all of the aforementioned both known and unknown, any and all of the aforementioned both perceived and unperceived, and any and all variations and combinations of the aforementioned, without limitation.

On the eighth day of January, In the Year of our Creator two thousand nineteen.
Dear Respondents,

As the Respondents Individual and collective Default and Dishonor was consented to and agreed upon on the twenty seventh day of December, in the Year of our Creator two thousand eighteen by the Respondents individual and collective conscious, knowing, willing, intelligent and intentional free-will choice as agents of the alleged GOVERNMENT/PRINCIPAL to not respond with verified proofs of claim as to the Respondents' actions, inactions and various interactions with and/or between the Undersigned; and further, the Respondents upon being granted an opportunity to cure the individual and collective default and dishonor as agents of the alleged GOVERNMENT/PRINCIPAL on the third day of January, in the Year of our Creator two thousand nineteen and the Respondents having failed by and through individual and collective conscious, knowing, willing, intelligent and intentional free-will choice as agents of the alleged GOVERNMENT to not respond with verified proofs of claim as to Respondents' actions, inactions and various interactions with and/or between the Undersigned, Therefore, by, under and pursuant to Contract J3:16fGsltwthghobS, and the respective terms, obligations and duties thereof, the Undersigned are hereby Noticing, Declaring, Proclaiming and Publishing a "clean hands" and "good faith" attempt to amicably and privately settle the matters related to and/or arising from the same.

Page 2 of 9

J3:16fGsltwthghobS

2023 JAN 9 - 11:11 AM
Certified True, Accurate and Complete



Considering that the Undersigned have with "clean hands" and "good faith" closely observed and complied with the respective terms, obligations and duties related to and/or arising from Contract J3:16fGsltwthghobS and the Respondents have not, it is now incumbent upon the Respondents to immediately and without delay respond to this Notice and Offer for Dispute Resolution Negotiations within seventy two (72) hours thereby opening communications and negotiation in regards to the remedy and relief necessary and required pursuant to the aforementioned contract. Failure to respond in "good faith" and with "clean hands" amicably and privately and enter into negotiations within seventy (72) hours will be utilized as further evidence of admission of wrongs committed, without limitation, and the Respondents' explicit consent and agreement to allow the Undersigned, by, under and pursuant to Contract J3:16fGsltwthghobS to immediately and without delay seek and set arbitration proceedings.

The negotiations shall proceed via telephonic and other digital means to accommodate all parties involved and may be started by message sent to bumeffer@hush.com

Further, as a "clean hands" and "good faith" notice, the following are the general facts and stipulations as set and agreed upon by, under and pursuant to Contract J3:16fGsltwthghobS and your silent acquiescence, to wit:

- The Undersigned and Respondents knowingly, willingly, intelligently and intentionally entered into a contractual arrangement titled and styled Conditional Acceptance for Value upon Proof of Claim Contract J3:16fGsltwthghobS on the twenty seventh day of December in the Year of our Creator two thousand eighteen;
- The Undersigned are not/were not knowing, willing, intelligent and intentional signatories to the Constitution for the United States of America c1819 and/or State of ... equivalents, and any and all derivatives thereof regardless of style;
- The Undersigned are not/were not knowing, willing, intelligent and intelligent parties to the Constitution for the United States of America c1819 and/or State of ... equivalents, and any and all derivatives thereof regardless of style;
- A man cannot be/is not a knowing, willing, intelligent and intentional signatory/party absent a valid signature/autograph upon the contract, however styled;
- The Constitution for the United States of America c1819 and State of ... equivalents, and any and all derivatives thereof regardless of style, is a contract;
- The United States of America, State of ... and local equivalents are not factually and actually the same entities as UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents, and any and all derivatives thereof regardless of style;
- By, under and pursuant to the Constitution for the United States of America c1819, and State of ... equivalents, and any and all derivatives thereof regardless of style, the aforementioned entities were not granted explicit authority to operate and/or conduct business under any nature, shape, cause, kind, form and format they so desire, ie corporate, commercial, military, political, ecclesiastical and other capacities, characters, conditions, status, standings, jurisdictions, venues and law forms;
- By, under and pursuant to the Constitution for the United States of America c1819 and State of ... equivalents, and any and all derivatives thereof regardless of style, the aforementioned entities were not granted explicit authority to alter and/or change jurisdictions, venues, law forms, authorities, processes and procedures as specifically laid out therein;
- By, under and pursuant to the Constitution for the United States of America c1819 and State of ... equivalents, and any and all derivatives thereof regardless of style, the aforementioned entities were not granted explicit authority to operate by, under and pursuant to emergency powers, authorities, processes and procedures not in times of actual and factual unwarranted civil unrest and/or foreign invasion within the borders of the United States of America;
- The Judicial branch of the United States of America, State of ... and local equivalents thereof, and any and all derivatives regardless of style, does not have and/or has not had explicit authority to legislate and create "law" from the "bench" that in any nature, shape, cause, kind, form or format affects or effects any man not a party to the controversy therein;
- The Undersigned were not and/or are not intelligently, intentionally, knowingly and willingly placing ourselves upon the UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents thereof, and any and all derivatives regardless of style, in any and/or all interactions/matters in any and/or all places and any and/or all times;
- The Undersigned were not and/or are not intelligently, intentionally, knowingly and willingly joining/joining ourselves to any and all matters/interactions in any and/or all places and any and/or all times to the UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents thereof, and any and all derivatives regardless of style.
- The UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents thereof, are not actually and factually the real-party-in-interest in any and/or all matters and/or interactions with the Undersigned.
- The Respondents do not have explicit Constitutional authority to deviate from and/or violate the Constitution for the United States of America c1819, State of ... equivalents, and any and all derivatives regardless of style, at any time and/or any place.
- There exists no explicit authority contained within the Constitution for the United States of America c1819 for the Respondents to effectuate, implement, enforce and/or utilize inherent and/or implied processes, procedures, authorities, jurisdictions, venues and/or law forms.
- The Respondents and their Principal, United States of America, State of ... and Local equivalents, and any and all derivatives thereof regardless of style, possess no explicit Constitutional authority, standing, status, character, condition and capacity to seek any and/or all claims, remedies and/or relief, civil and/or criminal, and other interactions against the Undersigned.
- The Respondents and their Principal, United States of America, State of ... and Local equivalents, and any and all derivatives thereof regardless of style, possess no explicit Constitutional authority for the implementation, exercise and/or enforcement of malum prohibitum jurisdiction against the Undersigned.
- The Respondents and their Principal, United States of America, State of ... and Local equivalents, and any and all derivatives thereof regardless of style, possess no explicit Constitutional authority to interfere with and/or alter a private Contract between the Undersigned and the Creator of all that was, is and shall be.
- The Respondents and their Principal, United States of America, State of ... and Local equivalents, and any and all derivatives thereof regardless of style, possess no Constitutional and Lawful document(s), paper(s), digital data, tangible medium(s) and/or tangible item(s) in their care, custody and control thereof which demonstrate and prove that the Undersigned are knowing, willing, intelligent and intentional party(ies) and/or signatory(ies) to any social, public, civil, quasi-public, political, private, commercial, ecclesiastical, military, universal and/or other compact, agreement, covenant, contract and any other terms of art describing, demonstrating and/or utilized to mean the same, and any and all combinations and variations of the aforementioned, which can be demonstrated to operate to confer any actual and factual controlling, insurable, lawful, legal, private, public, quasi-public, equitable, political, commercial, social, civil, corporate, international, universal, quantum, spiritual, administrative, Talmudic, Babylonian, ecclesiastical, military, beneficial, admiralty/maritime, statutory, pecuniary, managerial, regulatory and/or any and all other interest, share, title, authority, relationship, jurisdiction, venue, et cetera, of any nature, shape, cause, kind, form and format, and any and all variations and combinations of the aforementioned, without limitation, in and/or over the Undersigned's physical, natural, spirit and/or soul being(s) and representation(s) thereof, of any nature, kind, cause, form and format, and any and all variations and combinations thereof, without limitation, the Undersigned's cestui que vie trust, estate, any and all other trusts and constructs, and any and all sub and/or constructive trusts and constructs thereof, any and all thereto, thereof, therewith and therefrom the Undersigned, without limitation, any and all property and assets of any nature, kind, form and format, and our share, as Heirs of the Creator of all that was, is and shall be, without limitation, in any nature, way, cause and/or kind joining/benefiting the Respondents' and their Principal, United States of America, State of ... and Local equivalents, and any and all derivatives thereof regardless of style.
- The Undersigned are not specifically named/identified in any UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, acts, codes, statutes, rules, regulations, ordinances, et cetera;

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SPARTANBURG, SC
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[Signature]

- equivalents, and any and all derivatives of America 1919 to operate and

- The Respondents, UNITED STATES OF AMERICA, STATE of ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, are not and/or have not been granted explicit authority from the Constitution for the United States of America c1819 to operate and utilize martial rule/law against and over the Undersigned without actual and factual proof of unwarranted civil unrest and/or foreign invasion.
- The Respondents, UNITED STATES OF AMERICA, STATE of ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, are not and/or have not been granted explicit authority from the Constitution for the United States of America c1819 to ignore, hamper and/or violate the Undersigned's right to expatriate.
- The Undersigned cannot be forced to serve two masters.
- The Respondents, UNITED STATES OF AMERICA, STATE of ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, are not and/or have not been granted explicit authority from the Constitution for the United States of America c1819 to adhere to, and respect, legislation from the bench.
- The Respondents, UNITED STATES OF AMERICA, STATE of ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, are not and/or have not been granted explicit authority from the Constitution for the United States of America c1819 to hinder and/or alter the Undersigned's God-granted free-will choice of right to plenary Life, Liberty and Pursuit of Happiness.
- The Undersigned are not fictions of law created by the Respondents, UNITED STATES OF AMERICA, STATE of ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, therefore there is no nexus and thereby no authority over the same.
- The Undersigned are not an officer, agent, shareholder, franchise or fiduciary agent, a resident of, inhabitant of or domiciled in the UNITED STATES OF AMERICA, STATE of ... and LOCAL equivalents.
- The Undersigned are not a vessel registered to the UNITED STATES OF AMERICA.
- The Undersigned are not actual and factual enemies of the Respondents, UNITED STATES OF AMERICA, STATE of ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, or any of its creations and liabilities.
- The presumption that the Undersigned are any of the aforementioned, and/or any and all documentation implying the same absent a wet-ink signature/autograph, is not Lawful and is not in explicit compliance to the Constitution for the United States of America c1819, and is fraudulent, illusionary, and is a false representation of a matter of fact and/or a kind of artifice employed by the same for self-serving purposes.
- The Respondents failed to substantiate the validity, Constitutionality, lawfulness and accuracy of any and/or all of its indictments, warrants, processes, procedures and other interactions, and/or otherwise;
- The Respondents failed to produce duly and Constitutionally sanctioned public/private delegation of authority, and/or otherwise;
- The Respondents failed to produce duly signed and witnessed Constitutional "Oaths of Office";
- The Respondents failed to produce any valid, lawful and Constitutional explicit and written contracts or agreements bearing the bona fide autographs, signatures and/or acceptances and acknowledgements of any party specifically named or otherwise;
- The Respondents failed to produce lawful and Constitutional authority of the UNITED STATES OF AMERICA, STATE OF ... and/or LOCAL equivalents/instrumentalities, and any derivatives thereof regardless of style, to act against and/or interact with the Undersigned and others;
- The Respondents failed to produce any explicit, lawful and Constitutional basis/nexus upon which any claim regardless of form and/or format operates upon the Undersigned and others;
- The Respondents failed at any and/or all times and any and/or all places to operate with, under and pursuant to "good faith," "clean hands," and "fair business dealings" in any and/or all interactions;
- The Respondents failed to provide full disclosure at any and/or all times and any and/or all places in any and/or all interactions;
- The Respondents failed to conduct any and/or all commercial-criminal and other cases/interactions by, under and through the principles, processes and procedures of ancient custom and Constitutional American Jurisprudence and Law;
- The Respondents failed to act in a manner so as to not to cheat, hinder, delay, and/or defraud the Undersigned and others in any manner and way regardless of type and form of interactions;
- The Respondents failed to act in a manner so as not to threaten, coerce and place physical and/or psychological duress upon the Undersigned and others in any manner and way regardless of type and form of interaction;
- The Respondents failed to insure and prove that any and/or all interactions with, investigations of and/or gathering of any evidence against the Undersigned and others met a minimum of "good faith," "clean hands," customs and Constitutional standards of due process, and further failed to factually and actually prove and establish all elements necessary and required by the aforementioned to be proven beyond any and/or all reasonable doubt as to a Constitutional Public Law violation(s) regardless of venue;
- The Respondents failed to provide the requested, required and necessary Proofs of Claim under Contract J3:16fGsltwthghobS;
- The Respondents failed to reject and/or contest any offer and contest acceptance, acknowledgement and agreement of Contract J3:16fGsltwthghobS in any manner according to its explicit written terms;
- The Respondents are bound to the explicit terms of Contract J3:16fGsltwthghobS and the procedure/process for remedy is exclusively via Arbitration/Neutral Party chosen exclusively by the Undersigned; and further, are bound to the remedy procedure/process, and that it is irrevocable, and no COURT regardless of jurisdiction, venue and law form may interfere and/or overturn by any process or procedure the final and binding award/decision/judgment/disposition;
- The Respondents in these matters and others, and any and all matters hereto, did knowingly, willingly, intelligently and intentionally commit, including but not limited to, fraudulent concealment, denial of custom and Constitutional substantive and procedural due process in any and all interactions, mutual conspiracy to engage in a scheme of unjust enrichment, flagrant and willful unlawful custody, incarceration and control, flagrant and willful violations of processes and procedures guaranteed by, under and pursuant to the Laws of Creation and the Constitution for the United States of America c1819, flagrant and willful breach of contract, flagrant and willful fraud in the inducement, flagrant and willful fraud in the factum, flagrant and willful breach of fiduciary and trustee duties and responsibilities, flagrant and willful blending and altering of jurisdictions, venues and law form, flagrant and willful violations of free-will choice, flagrant and willful slavery by and through the aforementioned action/inactions, flagrant and willful Ultra Vires acts, flagrant and willful fraud by mail and/or false assumptions of debt, without limitation;
- The Respondents unlawfully and un/non Constitutionally interacted with, arrested, indicted, convicted, adjudged, sentenced, maintained custody and/or imprisoned the Undersigned in flagrant and willful violation of their respective Initial contract offer entitled and styled the Constitution for the United States of America c1819 and entered into by the Respondents knowingly, willingly, intelligently and intentionally and offered to the Undersigned upon their respective filing of a sworn Oath;
- The Respondents dissolved their own claimed immunity and/or sovereignty claims and defenses by, under and pursuant to their own actions and inactions via their respective interactions of any nature, shape, cause, kind, form and format with the Undersigned;
- The Undersigned are entitled as a matter of fact and right to any and all remedy and redress that would make them whole and as if the Respondents did not interfere in any nature, shape, cause, way, form and/or kind with the Undersigned's enjoyment of their free-will choice absent causing actual and factual harm to a man or his property; and further, the Respondents cannot contest in any way and/or form the said remedy demanded and sought via summary award/disposition/judgment/decision/order by and through Arbitration/Neutral Party by, under and pursuant to Contract J3:16fGsltwthghobS, the terms thereof and the doctrines of silent acquiescence, res judicata, estoppel and/or laches.

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- The Undersigned are entitled as a matter of fact and right to any writ, decision, judgment, disposition, order (any and all executive and/or judicial) that would in effect release them from custody, confinement and control of any nature, shape, cause, kind, form and/or format whether said custody, confinement and control be presumed, assumed, by operation of law and/or explicit.
- The Undersigned are entitled as a matter of fact and right to Immediate release from any assumptive, presumptive, constructive and/or factual and actual confinement, custody and/or control regardless of form and/or format thereof;
- The Undersigned are entitled as a matter of fact and right to immediate payment of any reasonable claimed monetary damages regardless of nature and form by the Respondents through both/either personal assets, any and all assets of the Principal and the JUDGMENT FUND INTERNET CLAIM FUND;
- The Undersigned have exhausted any and all contractual administrative remedies required and necessary to enforce any and all claims, modes of redress under Contract J3:16fGsltwthghobS and are entitled as a matter of fact and right to any and all relief and remedy claimed thereunder and thereto;
- The Undersigned are entitled as a matter of fact and right to any and all relief and remedy claimed by, under and pursuant to Contract J3:16fGsltwthghobS;
- The Respondents are bound by Contract J3:16fGsltwthghobS, and the same is restated in its entirety, and incorporated herein, as if set forth in full as a part of this record and Creation-wide record;
- The Respondents duly authorize and empower the Undersigned to execute an enforceable irrevocable Special Power of Attorney Coupled with Interest appointing them severally/individually as the lawful designee and authorized agent of the OFFICE OF THE UNITED STATES ATTORNEY GENERAL, to sign and initial for, initiate, execute, prosecute, settle, etcetera, all claims and litigation regardless of form and format and jurisdiction, venue and law form processed/proceed through, as related and confined to the resolution and enforcement of these matters, Contract J3:16fGsltwthghobS and any and all matters related thereto and emanating therefrom;
- The Respondents agree that the subject matter of this agreement at least partially involves commerce as applicable under the Federal Arbitration Act, and the same may be utilized for enforcement of any awards, decisions, judgments, orders, dispositions executed and issued by an Arbitrator/Neutral Party.

The Respondents further knowingly, willingly, intelligently, intentionally and explicitly admits, agrees, accepts, acknowledges and unconditionally stipulates the following obligations, to wit:

- The Respondents agree to fully indemnify and immunize the Undersigned and Beneficiaries from any further legal and/or administrative action, interaction, prosecution, process and procedure et cetera of civil, criminal and other causes conducted by and/or instituted by and through the UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents/instrumentalities and any Territories and Possessions thereof, and any and all instrumentalities of the aforementioned;
- The Respondents agree to summary proceedings and issuance of summary/consent awards, decisions, judgments, orders, dispositions and entry of any and all awards/decisions/judgments/orders/dispositions thereon by any District Court of the United States and/or Supreme Court of the United States;
- The Respondents agree that the/any Irrevocable Special Power of Attorney Coupled with Interest tangible medium is lawful and that it properly appoints the named Undersigned therein Special Power of Attorney to bind the Respondents in any legal and lawful manner for resolution of any and all claims and litigation under the Contract J3:16fGsltwthghobS and any and all matters thereto, and the Respondents do hereby explicitly consents to be so bound as to the matters of the aforementioned and no others;
- The Respondents further explicitly agrees to comply with, and to not contest in any manner or form, the issuance of any and all necessary and required writs, orders, awards, judgments, decisions, dispositions and/or injunctions by any District Court of the United States and/or Supreme Court of the United States in aid of its jurisdiction to enforce any and all provisions, remedies, relief, arbitration/neutral party proceedings/processes, pre-award rulings, awards, orders, judgments, dispositions and/or injunctions emanating from Contract J3:16fGsltwthghobS and any matters related thereto.
- In case any provision in Contract J3:16fGsltwthghobS shall be held invalid, illegal, unlawful and/or unenforceable, the validity, legality, lawfulness and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

The general Remedy being sought so as to make the Undersigned and Beneficiaries whole are as follows, to wit:

- opt-in process for beneficiaries designed to be simple and rapid;
- unconditional release and the immediate setting at liberty of the Undersigned and opt-In Beneficiaries;
- any pending and adjudicated cases of the Undersigned and opt-in Beneficiaries, regardless of venue, are hereby void ab initio;
- Immediate and unconditional Indemnification of the Undersigned and opt-in Beneficiaries;
- Immediate and unconditional recognition of immunity of the Undersigned and opt-in Beneficiaries;
- Immediate issuance of necessary documentation of the indemnification and recognized immunity of the Undersigned and opt-in Beneficiaries;
- immediate return of any and all property and assets that may have been seized and captured or the market value thereof of the Undersigned and opt-in Beneficiaries;
- expunging and destruction of all records and systems of records of the Undersigned and opt-in Beneficiaries maintained by the Respondents;
- immediate issuance of Land Patent titled in fee simple absolute in possession;
- immediate accounting and return of any and all accounts of any nature, shape, cause, form, format and kind held or managed by any entity emanating from the Undersigned and opt-in Beneficiaries;
- Immediate payment of any and all monetary damages as assessed by the Undersigned so as to make whole;

The Respondents' consideration of this instant matter as being of the highest priority is greatly appreciated. We expect to hear from you immediately. Govern yourselves accordingly.

Any and all documents, papers, writings, digital data, tangible mediums and tangible items made and executed by the Undersigned are hereby restated in their entirety, and incorporated herein, as if set forth in full as an integral part of these matters and Creation Wide Public Record for all of Creation to rely upon;

Any and all documents, papers, writings, digital data, tangible mediums and tangible items filed and/or submitted into case # 15-0491 in the now defaulted, dishonored and non-existent WEST VIRGINIA SUPREME COURT OF APPEALS are hereby restated in their entirety, and incorporated herein, as if set forth in full as an integral part of these matters and Creation-Wide Public record for all of Creation to rely upon;

Any and all digital data discs and/or other tangible mediums and items, whether made now or in the future, are hereby restated in their entirety, and incorporated herein, as if set forth in full as an integral part of these matters and Creation-Wide Public Record for all of Creation to rely upon;

Contract J3:16fGsltwthghobS Conditional Acceptance for Value upon Proof of Claim is hereby restated in its entirety, and incorporated herein, as set forth in full as an integral part of these matters and Creation-Wide Public Record for all of Creation to rely upon;



Philip Audo 

Heir of the Creator, Real-man Living Soul, Secured Party, Holder-in-Due-Course, Real-Party-in-Interest, Grantor, Bailor, Administrator, Creditor, Custodian, Beneficiary;
All rights, privileges, freedoms and Immunities are hereby claimed, reserved and exercised, without limitation, without prejudice, without recourse

Gene Starnaker 

Heir of the Creator, Real-man Living Soul, Secured Party, Holder-in-Due-Course, Real-Party-in-Interest, Grantor, Bailor, Administrator, Creditor, Custodian, Beneficiary;
All rights, privileges, freedoms and Immunities are hereby claimed, reserved and exercised, without limitation, without prejudice, without recourse

[Signature]

Heir of the Creator, Real-man Living Soul, Secured Party, Holder-in-Due-Course, Real-Party-in-Interest, Grantor, Bailor, Administrator, Creditor, Custodian, Beneficiary;
All rights, privileges, freedoms and Immunities are hereby claimed, reserved and exercised, without limitation, without prejudice, without recourse

Linda Alicia Lutz-Relow

Heir of the Creator, Real-man Living Soul, Secured Party, Holder-in-Due-Course, Real-Party-in-Interest, Grantor, Bailor, Administrator, Creditor, Custodian, Beneficiary;
All rights, privileges, freedoms and Immunities are hereby claimed, reserved and exercised, without limitation, without prejudice, without recourse

[Signature] 

Heir of the Creator, Real-man Living Soul, Secured Party, Holder-in-Due-Course, Real-Party-in-Interest, Grantor, Bailor, Administrator, Creditor, Custodian, Beneficiary;
All rights, privileges, freedoms and Immunities are hereby claimed, reserved and exercised, without limitation, without prejudice, without recourse

Kath [Signature]

AMY W. COX
CLERK OF COURT
SPARTANBURG COUNTY

Heir of the Creator, Real-man Living Soul, Secured Party, Holder-in-Due-Course, Real-Party-in-Interest, Grantor, Bailor, Administrator, Creditor, Custodian, Beneficiary;
All rights, privileges, freedoms and Immunities are hereby claimed, reserved and exercised, without limitation, without prejudice, without recourse

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Notary for third party service and verification:
Angela Sharp
Davis Trust Co.
227 Davis Ave.
Elkins, WV, 26241-1429

AMY W. COX
CLERK OF COURT
SPARTANBURG COUNTY
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Declaration and Notice of Service

I, Phillip Hudok, under full liability and complete transparency, do by these Presents Declare and Aver that I, on the eighth day of January, in the Year of our Creator two thousand nineteen, caused to be served by USPS postage pre-paid certified mail, a true, accurate and complete copy of the following tangible item, to wit:

- Notice and Offer for Dispute Resolution Negotiations

to, and upon, the following, at the following corporate locations, to wit:

Donald John Trump
THE WHITE HOUSE
1600 PENNSYLVANIA AVENUE NW
WASHINGTON, DC 20500
c.m. # 7015 0640 0007 1589 5383

John Glover Roberts, Jr
1 FIRST STREET, NE
WASHINGTON, DC 20543
c.m. # 7015 0640 0007 1589 5390

Orrin Grant Hatch
104 HART OFFICE BUILDING
WASHINGTON, DC 20510
c.m. # 7015 0640 0007 1589 5406

Nancy Patricia D'Alesandro Pelosi
1236 Longworth HOB
WASHINGTON, DC 20515
c.m. # 7015 0640 0007 1589 5437

Matthew George Whitaker
U.S. DEPARTMENT OF JUSTICE
950 PENNSYLVANIA AVENUE, NW
WASHINGTON, DC 20530-0001
c.m. # 7015 0640 0007 1589 5420

I, Phillip Hudok, under full liability and complete transparency, do knowingly, willingly, intelligently and intentionally hereby Declare that the foregoing is true, accurate and complete, the truth, whole truth and nothing but the truth, to the best of my knowledge and ability, so help me Creator.

I, Phillip Hudok, sui juris, under full liability and complete transparency, being of plenary capacity, character, condition, status, standing and responsibility, under the penalty of false witness, under the Laws of the Creator, under the Laws of Creation, do by these Presents, knowingly, willingly, intelligently and intentionally Affirm, Declare, Proclaim and Publish that this document is hereby absolutely and duly affirmed, authorized, declared, stated, made, issued, certified, confirmed, ratified, verified, executed, noticed, re-affirmed, re-authorized, re-declared, re-stated, re-issued, re-certified, re-confirmed, re-ratified, re-verified and re-noticed, absolutely and duly perfected, protected and secured in its entirety for all of Creation to rely upon, without limitation, in perpetuity, without recourse, without prejudice.

I reserve the right to amend, enhance and/or delete from this document and tangible medium at anytime, by explicit reservation.

Any omission is not a waiver thereof.

2023 JAN -6 PM 3:57

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Page 1 of 1



A copy, facsimile and digital scan are lawfully declared to be, and has the same force, affect and effect as, the Original.

I reserve the right to define all words and letter combinations contained herein; and further, reserve the right to interpret and construct the intent thereof, with plenary finality, by explicit reservation.

Hereunto I have set my Hand and knowingly, willingly, intelligently and intentionally caused my autograph to become affixed hereto.

Executed in Creation, by, under and pursuant to the Laws of the Creator and the Laws of Creation.

On the eighth day of January, in the Year of our Creator two thousand nineteen.

Heir of the Creator, Real-man Living Soul, Secured Party, Holder-in-Due-Course, Real-Party-in-Interest, Grantor, Bailor, Administrator, Creditor, Custodian, Beneficiary; All rights, privileges, freedoms and immunities are hereby claimed, reserved and exercised, without limitation, without prejudice, without recourse.

The block contains a handwritten signature in cursive script that reads "Philip Hudson". To the right of the signature is a circular fingerprint.

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CLERK OF COURT
SPARTANBURG COUNTY
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Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

WASHINGTON, DC 20543

OFFICIAL USE

Certified Mail Fee \$3.45

Extra Services & Fees (check box, add fee to postage):

- ☐ Return Receipt (hardcopy) \$2.75
- ☐ Return Receipt (electronic) \$0.00
- ☐ Certified Mail Restricted Delivery \$0.00
- ☐ Adult Signature Required \$0.00
- ☐ Adult Signature Restricted Delivery \$0.00

Postage \$1.42

Total Postage and Fees \$7.62

Sent To: John Glover Roberts Sr.
Street and Apt. No., or PO Box No. 1 First Street NE
City, State, ZIP+4® Washington DC 20543

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
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WASHINGTON, DC 20515

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- ☐ Return Receipt (hardcopy) \$2.75
- ☐ Return Receipt (electronic) \$0.00
- ☐ Certified Mail Restricted Delivery \$0.00
- ☐ Adult Signature Required \$0.00
- ☐ Adult Signature Restricted Delivery \$0.00

Postage \$1.42

Total Postage and Fees \$7.62

Sent To: Nancy D'Alessandro Pelosi
Street and Apt. No., or PO Box No. 1236 Longworth HOB
City, State, ZIP+4® Washington DC 20515

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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WASHINGTON, DC 20530

OFFICIAL USE

Certified Mail Fee \$3.45

Extra Services & Fees (check box, add fee to postage):

- ☐ Return Receipt (hardcopy) \$2.75
- ☐ Return Receipt (electronic) \$0.00
- ☐ Certified Mail Restricted Delivery \$0.00
- ☐ Adult Signature Required \$0.00
- ☐ Adult Signature Restricted Delivery \$0.00

Postage \$1.42

Total Postage and Fees \$7.62

Sent To: Matthew George Whitaker
Street and Apt. No., or PO Box No. 950 Pennsylvania Ave NW
City, State, ZIP+4® Washington DC 20530-0001

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

CERTIFIED MAIL® RECEIPT
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For delivery information, visit our website at www.usps.com®.

WASHINGTON, DC 20500

OFFICIAL USE

Certified Mail Fee \$3.45

Extra Services & Fees (check box, add fee to postage):

- ☐ Return Receipt (hardcopy) \$2.75
- ☐ Return Receipt (electronic) \$0.00
- ☐ Certified Mail Restricted Delivery \$0.00
- ☐ Adult Signature Required \$0.00
- ☐ Adult Signature Restricted Delivery \$0.00

Postage \$1.42

Total Postage and Fees \$7.62

Sent To: Donald Trump
Street and Apt. No., or PO Box No. 1600 Pennsylvania Ave NW
City, State, ZIP+4® Washington DC 20500

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™
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WASHINGTON, DC 20510

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Certified Mail Fee \$3.45

Extra Services & Fees (check box, add fee to postage):

- ☐ Return Receipt (hardcopy) \$2.75
- ☐ Return Receipt (electronic) \$0.00
- ☐ Certified Mail Restricted Delivery \$0.00
- ☐ Adult Signature Required \$0.00
- ☐ Adult Signature Restricted Delivery \$0.00

Postage \$1.42

Total Postage and Fees \$7.62

Sent To: Orin Grant Hatch
Street and Apt. No., or PO Box No. 104 Hart Office Bldg
City, State, ZIP+4® Washington DC 20510

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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USPS Tracking®

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Tracking Number: 70150840000715895383

Expected Delivery on

TUESDAY

15 JANUARY 2019 by 8:00pm

Status

Delivered

January 15, 2019 at 4:04 am
Delivered
WASHINGTON, DC 20500

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Your item was delivered at 11:16 am on January 14, 2019
in WASHINGTON, DC 20543.

Status

Delivered

January 14, 2019 at 11:16 am
Delivered
WASHINGTON, DC 20543

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SPARTANBURG COUNTY
AMY W. COX

2019 JAN -6 PM 3:57

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Product Information

USPS Tracking

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Tracking Number: 70150640000715895406

Expected Delivery on

TUESDAY

15 JANUARY 2019 by 8:00pm

Status

Delivered

January 15, 2019 at 7:34 am
Delivered, Front Desk/Reception/Mail Room
WASHINGTON, DC 20010

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Tracking Number: 70150640000715895437

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MONDAY

14 JANUARY 2019 by 8:00pm

Status

Delivered

January 14, 2019 at 11:03 am
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Status

TUESDAY

✓ Delivered

15 JANUARY 2018 by 8:00pm

January 15, 2019 at 5:01 am
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Tracking History



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Justice should be denied to no one.
 Justice is not to be denied, nor delayed.
 Justice knows neither father nor mother; justice regards truth alone.
 Where the law gives a thing, it gives a remedy to recover.
 The law favors the life of a man.
 Willful negligence is equal to deceit.
 Law favoereth honor and order.
 Law favoereth justice and right.
 Law favoereth life, liberty, and dower.
 Law favoereth truth, faith, and certainty.
 LAW HATETH WRONG.
 The contract makes the law.
 The law of God and the law of the land are all one.
 Human laws are born, live, and die.
 The laws of nature are perfect and immutable; but the condition of human law tends always to infinity, and there is nothing in it that can continue perpetually.
 Laws should bind those who make them.
 Laws aid the vigilant, not the negligent.
 Laws imposed by the state failing, we must act by the law of nature.
 Fictions arise from the law, and not the law from fictions.
 The law delights in equity; it covets perfection; it is a rule of right.
 The law always abhors delays.
 An unjust law is not a law.
 The law works harm to no one, and does no one an injury.
 The law forces not to impossibilities.
 The law does not require that which is apparent to the court to be verified.
 The law is the more praised when it is consonant to reason.
 Law will always give a remedy.
 The law always intends what is agreeable to reason.
 The law regards the order of nature.
 The law assists the ignorant.
 The law speaks to all with one mouth.
 Law assists the wakeful, not the sleeping.
 Liberty is an inestimable thing.
 Liberty is the right to alienate or restrain one's own right.
 Liberty has no price.
 Liberty is more favored than all things.
 The civil laws reduce an ungrateful freeman to his original slavery; but the laws of England regard a man once manumitted as ever after free.
 The body of a freeman does not admit of a valuation.
 Everyone is free to ascertain for himself, or to have recourse to counsel.
 Natural allegiance is restrained by no barriers, curbed by no bounds, compressed by no limits.
 Long possession produces the right of possession, and takes away an action from the true owner.
 Long time and long use, which exceeds the memory of man, suffices in law.
 Speak as the ordinary people; think as the learned.
 Great neglect is equivalent to fraud.
 Evil deeds should not remain unpunished; and impunity affords continual incitement to the delinquent.
 The more common an evil is, the worse.
 Things manifest need no proof.
 A maxim is so called because its dignity is chiefest, and its authority the most certain, and because it is universally approved by all.
 Force and injury are chiefly contrary to peace.
 It is better to suffer every wrong than to consent to wrong.
 The term merchandise belongs to movable things only.
 Men are not included under the name of merchandise.
 He justly loses the benefit of the law who purposes to overturn the law itself.
 He threatens the innocent who spares the guilty.
 A minor cannot make oath.
 Custom and agreement overrule law.
 Monuments, which we call records, are the vestiges of truth and antiquity.
 Delay is reprov'd by law.
 A custom of the truest antiquity is to be retained.
 We are ignorant of many things that would not be hidden from us if the readings of old authors were familiar to us.
 Many things pertain not to human laws, but to divine jurisdiction.
 Multiplicity and indistinctness produce confusion; and questions, the more simple they are, the more lucid.
 Ten make a multitude.
 A multitude of ignorant persons destroys a court.
 Nature desires perfection; so does the law.
 Where the Divinity is insulted the case is unpardonable.
 That is necessary which cannot be otherwise.
 Necessity makes that lawful which otherwise is not lawful.
 Necessity gives a privilege with reference to private rights.
 Necessity has no law.

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Necessity is not restrained by law; since what otherwise is not lawful, necessity makes lawful.
 Necessity defends what it compels.
 Necessity overcomes the law; it breaks the chains of justice.
 Denial cannot be proved.
 No one may sue at law in the name of another.
 No one does damage, unless he is doing what he has no right to do.
 No one may be dragged from his own house.
 No one should interfere in another's business— in nothing relating to him.
 No one should be retained in partnership against his will.
 No one should lose his property without his own act or negligence.
 No one is beyond the law.
 No one is relieved, or gains an advantage from his own proper deceit.
 No one is held to act fraudulently who acts in exercise of his rights.
 No man warring for God should be troubled by secular business.
 No one can transfer to another a greater right than he has himself.
 No one can do by another what he cannot do by himself.
 No man can fill two offices, or two dignities.
 One is not present unless he understands.
 No one is bound to expose himself to misfortunes and dangers.
 Nothing is so contrary to consent as force and fear.
 Nothing wicked is to be presumed.
 We can do nothing against truth.
 Nothing which is against reason is lawful.
 Nothing similar is identical.
 Nothing is so consonant to natural equity, as that the same thing be dissolved by the same means by which it was bound.
 Nothing is so becoming to authority, as to live according to the law.
 Nothing is useful or honorable that is contrary to law.
 He who errs does not consent.
 He who does not defend himself when present is considered as submitting.
 Nothing is so consonant to natural equity, as that the same thing be dissolved by the same means by which it was bound.
 Nothing is so becoming to authority, as to live according to the law.
 Nothing is useful or honorable that is contrary to law.
 He who errs does not consent.
 He who does not defend himself when present is considered as submitting.
 There is no stronger link among men than an oath.
 The affairs of the republic should not be delegated to improper persons.
 It is not law but servitude to be held by what we have not consented to.
 Names of things should be understood according to common usage, not according to the opinions of individuals.
 You are not to do evil that good may come of it.
 Not what is said, but what is done, is to be regarded.
 It matters not what is known to the judge, if it be not known to him judicially.
 It matters not if a revocation is made by word or deed.
 Those who err are not considered as consenting.
 He does not appear to have retained consent who has changed anything through the menaces of a party threatening.
 It matters not what is known to the judge, if it be not known to him judicially.
 It matters not if a revocation is made by word or deed.
 Those who err are not considered as consenting.
 He does not appear to have retained consent who has changed anything through the menaces of a party threatening.
 There is no loss without a remedy.
 No one shall obtain an advantage by his own wrong.
 No one shall be called a principal felon except the party actually committing the felony, or the party present, aiding and abetting in its commission.
 No man can forfeit the right of another.
 Every law has either been created by consent, or established by necessity, or confirmed by custom.
 Every word sincerely spoken constitutes an obligation.
 All men are either freemen or slaves.
 All shall have liberty to renounce those things which have been established in their favor.
 All things are to be presumed against a wrong doer.
 All contracts made under a law, perish under a contrary law.
 Every dishonorable contract is odious to the laws.
 There is no disputing against or denying principles.
 Every definition in law is dangerous, for there is but little that can not be overthrown.
 Once a fraud, always a fraud.
 A thing certain must be brought to judgment.
 Laws should be short, that they may be more easily comprehended by the ignorant.
 The best evidence of the matter will prevail.
 The origin of a thing ought to be regarded.
 Violence and injury- are especially contrary to peace.
 Contracts which are not against law, and do not originate in fraud, are in all respects to be observed.
 Agreements give the law to the contract.
 That contracts which are made against law or against good morals, have no force, is a principle of undoubted law.

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Mutual contracts bind either both parties, or neither one.
 Unequal things ought not to be joined.
 Word of mouth flies away, things written remain.
 By a contract something is permitted, which, without it, could not be admitted.
 An equal has no power over an equal.
 Like things unite with like.
 Crimes against nature are the most heinous.
 He adds sin to sin who, when he commits an offense, joins the protection of a defense.
 Let one perish, rather than all.
 They are perjured, who, preserving the words of an oath, deceive the ears of those who receive it.
 It is a perpetual law that no human or positive law can be perpetual.
 The law is opposed to perpetuities.
 Plain truths need not to be proved.
 Let full and speedy justice be done to the parties.
 Several persons cannot each have, at the same time, an equal right to the same thing.
 Politics are to be adapted to the laws, and not the laws to politics.
 Possession is a good title where no better title appears.
 A power is to be strictly interpreted.
 Supreme power can dissolve, but cannot bind itself.
 The presence of the body cures error in the name.
 There is no doubt that the rights of others cannot be prejudiced by private agreement.
 An agreement of private individuals cannot derogate from public law.
 One privileged person cannot plead his privilege against another privileged person.
 Proofs ought to be evident, that is, clear and easily understood.
 Things which are taken from enemies immediately become the property of the captors.
 Things which hold the place of accessories are extinguished when the principal things are destroyed.
 Words spoken to one end, should not be perverted to another.
 Things which are done between others, ought not to injure a person, but may benefit him.
 Things which are forbidden in the nature of things are confirmed by no law.
 Things which afford a ground of action, if raised within a certain time, may be pleaded at any time, by way of exception.
 Every jurisdiction has its own limits.
 To investigate is the way to know what things are really true.
 He who reaps the advantage, must also bear the disadvantage.
 Let him who accuses be of clear fame, and not criminal.
 He who acquires for himself, acquires for his heirs.
 He who gives an end gives the means necessary to that end.
 He who overthrows the cause, overthrows the future consequence.
 He who commits fraud, acts in vain.
 He who has jurisdiction to loosen, has jurisdiction to bind.
 He who uses his own right harms no one.
 He who acts badly, hates the light.
 He who commands, is held to have done the thing himself.
 He who proves most, recovers most.
 He who does not blame, approves.
 He who does not freely speak truth, is a betrayer of the truth.
 He who does not prevent what he can prevent, is considered as doing the thing.
 He who does not forbid when he can forbid, commands.
 He who does not repel a wrong when he can, occasions it.
 He who spares the guilty punishes the innocent.
 He who does anything through another, is regarded as doing it himself.
 He who first offends causes the strife.
 They who seek a reason for everything, subvert reason.
 He who is once bad is presumed to be always bad in the same degree.
 He who experiences the benefit ought to bear the burden.
 He who is silent appears to consent.
 That which is not valid at the beginning, improves not by lapse of time.
 All men are equal as far as the natural law is concerned.
 What otherwise is good and just, if it be sought by force and fraud, becomes bad and unjust.
 What I approve I do not reject.
 What otherwise was not lawful, necessity makes lawful.
 What appears clearly, need not be proved.
 What appears to the court needs not the help of witnesses.
 What is done contrary to law is regarded as not done.
 That which is of necessity, is never introduced except when necessary.
 What is inconvenient or contrary to reason is not allowed in law.
 What is necessary is lawful.
 What is done without counsel, we revoke upon consideration.
 Time cannot render valid an act void in its origin.
 What is mine cannot be taken away without my consent.
 What necessity compels, it justifies

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That which does not appear, does not exist.
 That which is not good in its principal, will not be good as to accessories or consequences.
 That which is ours cannot be lost or transferred to another without our own act, or our own fault.
 That which belongs to no one is by natural reason, given to the occupant.
 What I cannot do by myself, I cannot do by another.
 What is first is true; and what is first in time is best in law.
 Let everyone employ himself in what he knows.
 Where choice is once made it cannot be disapproved any longer.
 What is understood, is not wanting.
 That person should be chosen who best understands, and is willing and able to perform the duty of the office.
 In whatever manner a thing is constituted, in the same manner it is dissolved.
 When the interpretation between liberty and slavery is doubtful, the decision must be in favor of liberty.
 Things taken in war go to the state.
 Ratification is equal to a command.
 Reason is the formal cause of custom.
 Reason is a ray of divine light.
 Reason in law is perfect equity.
 Reason is not confined to any place.
 Records are the traces of antiquity and of truth.
 We must have recourse to what is extraordinary when what is ordinary fails.
 To restore, is to give back nothing but what was taken.
 The property in a thing deposited, and the possession thereof, remains in the depositor.
 A mandate of an illegal thing is void.
 Of things relating to each other, one being known, the other is known.
 Remedies for rights are ever favorably extended.
 Every one is the manager and disposer of his own affairs.
 Things done between strangers ought not to injure those who are not parties to them.
 Matters adjudged in a cause do not prejudice those who were not parties to it.
 A thing is private which is not common.
 A thing sacred admits of no valuation.
 Reservation and protest do not create a right, but protect a right.
 The right of the grantor being extinguished, the right granted is extinguished.
 When the right of the giver becomes void, the right of the receiver ceases.
 Let the principal answer.
 The answer of one witness shall not be heard at all.
 A traitor is punished, that one may die lest all perish.
 Rights never die.
 A sacrilegious person transcends the cupidity and wickedness of all other robbers.
 In many counselors there is safety.
 Equal knowledge on both sides makes the contracting parties equal.
 A wrong is not done to one who knows and wills it.
 You ought to know with whom you contract.
 The presumption is always in favor of the one who denies.
 He who does not prohibit the intervention of another in his behalf, is supposed to authorize it.
 The male sex always includes the female.
 A sentence passed by one who is not a judge should not harm any one.
 Power should follow justice, not precede it.
 Slavery is an institution by the law of nations, by which a man is subjected to a foreign master, contrary to nature.
 If any one of certain required forms be wanting, when equity requires, it will be aided.
 If there be no inference which leads to a different result, words are to be understood according to their proper meaning, not in a grammatical, but in a popular and ordinary sense.
 Silence shows consent.
 Laws are silent amidst arms.
 The hope of impunity holds out a continual temptation to crime.
 A presumption shall stand until the contrary is proved.
 An affirmative statute does not take from the common law.
 Remove the foundation, the work falls.
 The greatest charity is to do justice to individuals, and at any time whenever it may be necessary.
 That is the highest law which favors religion.
 That reason is strongest which operates in favor of religion.
 The higher the law, the greater the injury. The higher the law, the higher the punishment.
 Suppression of the truth is equal to the expression of the false.
 Suppression of the truth equals the suggestion of the false.
 Supreme power can dissolve itself.
 Evidences are to be weighed, not numbered.
 The husband and wife are but one person in the law.
 The law favors a thing which is of necessity.
 The law favors works of charity, right, and truth; and abhors fraud, evil, and uncertainties which obscure the truth, contrarieties, delays, unnecessary circumstances, and such like.
 The owner of property is not divested of his title by a larceny of it.

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Things are dissolved as they be contracted.
 Things grounded upon an ill and void beginning cannot have a good perfection.
 Things of a higher nature determine things of a lower nature.
 Three things needful and pertaining to every deed are, writing, sealing, and delivery.
 A title is the just right of possessing that which is our own.
 Tort is contrary to the law.
 Where transgression is multiplied, let the infliction of punishment be increased.
 Three form a corporation.
 Trusts survive.
 When an ordinary remedy ceases to be of service, recourse must be had to an extraordinary one.
 Where there is culpability, there ought the punishment to be undergone.
 Where there is a right, there is a remedy.
 When the law fails to serve as a rule, almost everything should be suspected.
 Where there is no authority to enforce, there is no necessity to obey.
 Where there is no manifest injustice, the Judges are to be considered as honest men, and their judgment as truth.
 Where there is an injury, there a loss follows.
 One ought not to take advantage of his own wrong.
 One person can scarcely supply the places of two.
 The answer of one witness shall not be heard at all.
 Every obligation is dissolved in the same manner in which it is contracted.
 Usury is odious in law.
 He is not considered to consent, who obeys the orders of his father or master.
 Plain truths need not be proved.
 Words should be regarded, not the speaker.
 Where there is no ambiguity, words stand as written.
 The truth of the description removes the error of the name.
 Truth fears nothing but concealment.
 The truth of the name removes the error of description.
 Truth which is not sufficiently defended, is oppressed.
 He who does not speak the truth freely, is a traitor to the truth.
 The laws serve the vigilant, and not those who sleep.
 It is lawful to repel force by force; but let it be done with the moderation of blameless defense; not to take revenge, but to repel injury.
 Void things are as no things.
 Words spoken vanish; words written remain.
 The voice of the people is the voice of God.
 When an agreement is reduced to writing, all previous treaties are resolved into that.
 When the foundation fails, all fails.
 When the law gives anything, it gives a remedy for the same.

Notice and Cognizance Required

Universal Declaration of Human Rights
 International Covenant on Civil and Political Rights
 Leiber Code
 Cestui Que Vie Act of 1666 and all amendments thereto
 Constitution for the United States of America c1819
 Declaration of Independence c1776
 Treaty of Paris 1783
 Federal Reserve Act of 1913 and all amendments thereto
 Trading with the Enemy Act of 1917
 Emergency Banking Relief Act of 1933
 Senate Report 93-594
 Clearfield Doctrine
 21 USC 321(g)
 Doctrine of Clean Hands
 Executive Orders 6073, 6102, 6111 and 6260
 Laws of Virginia published on March 12, 1819
 Public Statute Laws of the State of Connecticut 1821
 5 USC 903
 22 USC 286 et seq.
 PUBLIC LAW 94-564
 CRS 24-36-104
 CRS 24-60-1301(h)
 Montevideo Treaty of 1933
 26 IRC 165(g)(1)
 CRS 39-22-103.5
 50 USC
 CONGRESSMAN TRAFFICANT Speech CONGRESSIONAL RECORD vol.33 pg 1303
 22 USC 611c (1)(iv), 612, 613
 RABINOWITZ V KENNEDY 376 U.S. 605, 11 L. Ed. 2d 940
 THE BANK OF THE UNITED STATES v PLANTERS BANK OF GEORGIA, 6 L. Ed. (9 Wheat) 244

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U.S. V BURR, 309 U.S. 242
 CRS 11-60-103
 21 USC 5323
 18 USC 219, 951
 American Jurisprudence 2nd Edition, sections 71 and 82
 The Public Papers and Addresses of FRANKLIN ROOSEVELT, Vol. II, pgs. 18-24
 HOME BUILDING & LOAN ASSOCIATION V BLAISDELL 290 U.S. 398
 An Act concerning the Rights of American Citizens in foreign States
 TREASURY DELEGATION ORDER no. 91
 DEPARTMENT OF THE ARMY field manual 1969, FM 41-10, pgs. 1-4, sec. 1-7(b), 1-10(7)(c)(1)
 22 USC 284, 286, 287
 Ex parte MILLIGAN 71 U.S. 2
 31 USC 6700 et seq.
 CONGRESSIONAL RECORD May 23, 1933, pgs. 4055-4058
 ATKINS et al V US, 556 F 2d 1028, pgs. 1072 and 1074
 5 USC 5305 and 5335
 4 USC 104-113
 SPRINGFIELD V KENNY 104 N.E. 2d 65
 WHEELING STEEL CORP V FOX U.S. 193, 80 L. Ed. 1143, 56 S. Ct. 773
 PUBLIC LAW 89-719
 CRS 5-1-106
 Handbook of the National Conference of Commissioners on Uniform State Laws 1966 Edition, pgs. 152-53
 PRESIDENTIAL PROCLAMATION 3972
 8 USC 1481
 22 USC 611-13
 50 USC 781
 Research Technical Manual TM-SW7905.1, pgs. 3,7
 PUBLIC LAW 97-280
 REORGANIZATION PLAN no. 26
 CONGRESSIONAL RECORD, SENATE December 13, 1967, MR. THURMOND
 DEPARTMENT OF THE ARMY 1985 Edition FM41-10
 26 USC 7701(a)(1)
 TREASURY DELEGATION ORDER 150-10
 22 USC 611 (c)(ii)
 TREASURY DELEGATION ORDER no. 91
 22 USC 219
 22 USC 951
 DEPARTMENT OF THE ARMY Pamphlet 27100-70, Military Law Review vol. 70
 PUBLIC LAW 95-147
 PUBLIC LAW 101-167
 18 USC 219, 951
 CINEMA 5 V CINERAMA 528 F2d 1384
 EASLY V BROOKLINE TRUST 256 SW 2d 983
 US V WOODLY 726 F2d 1328, 751 F2d 1008
 COHEN V VIRGINIA 6 wheat 264
 US V THROCKMORTON 98 US 61
 26 IRC 6103(k)(5)
 INTERNAL REVENUE MANUAL section 1132.61, 1100-40.1 through 1100-40.2 1992 Edition
 FEDERALIST PAPER # 78
 CONGRESSIONAL RECORD October 17, 2001, pgs. H1720-H1725
 PRESIDENTIAL PROCLAMATION April 15, 1861
 INTERNATIONAL ORGANIZATION IMMUNITIES ACT
 5 USC 331-333
 22 CFR Foreign Relations 92.12-92.31
 8 USC 1481
 NATIONAL EMERGENCIES ACT
 INTERNATIONAL EMERGENCY ECONOMIC POWERS ACT
 18 USC 1918
 CONGRESSIONAL RECORD June 13, 1967, pgs. 15641-15646
 15 USC 1-2
 PAPAL BULL UNUM SANCTUM c1302
 CRUDEN V NEALE 2 N.C. 338, 2 S.E. 70
 CITY OF DALLAS V MITCHELL 245 S.W. 944
 march 3, 1901 56th congress session 2 31 stat 1189, chapter 56 in sec 1617 at 31 stat 1492
 HAGUE CONVENTIONS of 1899 and 1907
 50 USC in its entirety
 10 USC CHAPTER 13 252.1
 10 USC CHAPTER 13 253.1

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Any and all documents, papers, writings, digital data, tangible mediums and tangible items made and executed by the Undersigned are hereby restated in their entirety, and incorporated herein, as if set forth in full as an integral part of these matters and Creation Wide Public Record for all of Creation to rely upon;

Any and all documents, papers, writings, digital data, tangible mediums and tangible items filed and/or submitted into case # 15-0491 in the now defaulted, dishonored and non-existent WEST VIRGINIA SUPREME COURT OF APPEALS, case # REDACTED FOR SECURITY and case # REDACTED FOR SECURITY are hereby restated in their entirety, and incorporated herein, as if set forth in full as an integral part of these matters and Creation-Wide Public record for all of Creation to rely upon;

Any and all digital data discs and/or other tangible mediums and items, whether filed now or in the future, are hereby restated in their entirety, and incorporated herein, as if set forth in full as an integral part of these matters and Creation-Wide Public Record for all of Creation to rely upon;

Notice and Declaration of Acceptance, Acknowledgement, Claim and Continuance are hereby restated in its entirety, and incorporated herein, as set forth in full as an integral part of these matters and Creation-Wide Public Record for all of Creation to rely upon;

Notice and Declaration of Cancellation and Revocation are hereby restated in its entirety, and incorporated herein, as set forth in full as an integral part of these matters and Creation-Wide Public Record for all of Creation to rely upon;

Will and Word of the Creator also known as Holy Bible, and any and all versions and/or translations thereof, are hereby restated in their entirety, and incorporated herein, as set forth in full as an integral part of these matters and Creation-Wide Public Record for all of Creation to rely upon;

The Undersigned do hereby give present, past and future notice of corrections of any manual and/or automated filing systems and procedures which alter, or attempt to alter, unlawfully or not, my real-man Living Soul Heir and Beneficiary capacities, conditions, characters, status, standings and/or my Lawful Jurisdiction, Venue and Law Form, without limitation, ab initio, nunc pro tunc, in perpetuity, without recourse, without prejudice;

The Undersigned do hereby give present, past and future notifications of corrections of any manual and/or automated filing systems and procedures which alter, or attempt to alter, unlawfully or not, the Respondents and/or their status, standings, capacities, characters, conditions in any way, shape, form and/or facet, without limitation, ab initio, nunc pro tunc, in perpetuity, without recourse;

- In all instances of the use of the letter combinations "UNITED STATES OF AMERICA, United States of America and UNITED STATES" it shall mean the following, to wit: THE UNITED STATES OF AMERICA aka/dba UNITED STATES OF AMERICA aka/dba United States of America aka/dba UNITED STATES aka/dba United States aka/dba UNITED STATES GOVERNMENT aka/dba GOVERNMENT OF THE UNITED STATES aka/dba UNKNOWN, foreign entity, trustee, any and all derivatives, appellations, identifiers, numbers and their combinations, letters and their combinations, abbreviations, styles, idem sonans and/or all other legal, financial and managerial forms and formats of any nature, shape, cause and kind, and any and all variations and combinations thereof, any and all corporate, military, commercial, civil, political, social, ecclesiastical and other entities of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all creations and liabilities by, of, through and from of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all political subdivisions and instrumentalities of any nature, shape, cause kind, form and format, and any and all variations and combinations thereof, any and all capacities, characters, conditions, status, standings, jurisdictions, venues and law forms of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all agents, assigns, successors, principals, beneficiaries, employees, officers, contractors, franchisees, licensees, members of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all trusts, structures, hierarchies, systems, networks, regimes and any and all other limits and constructs of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all of the aforementioned both known and unknown, any and all of the aforementioned both perceived and unperceived, and any and all variations and combinations of the aforementioned, without limitation, private for profit entities providing quasi-governmental and other goods and services purporting to be lawful government, also referred to as Respondent.

Any omission of any possible issue, matter, right, defense, process and/or procedure, or any other term of art describing, demonstrating and/or utilized to mean the same, is explicitly reserved.

Any omission is not a waiver thereof.

A copy, facsimile and digital scan are lawfully declared to be, and has the same force, effect and effect as, the Original.

The Undersigned are not a guarantor, acceptor, accommodating party, debtor, surety or any other term of art describing, demonstrating and/or utilized to mean the same, to and/or for anything Creation-Wide, by the explicit notice.

The Undersigned reserve the right to amend, enhance and/or delete from this document and writing at any time and any place the need arises, by explicit reservation.

The Undersigned reserve the right to define all words and letter combinations contained herein; and further, reserve the right to interpret and construct the intent thereof, with full finality, by explicit reservation.

The Undersigned do hereby knowingly, willingly, intelligently and intentionally declare and affirm that the foregoing is true, accurate and complete, the truth, whole truth and nothing but the truth, to the best of my knowledge and ability, so help us Creator.

The Undersigned, under full liability and complete transparency, do hereby knowingly, willingly, intelligently and intentionally Affirm, Declare, Proclaim and Publish that this set of documents and tangible mediums are hereby absolutely and duly affirmed, authorized, attested, stated, made, issued, certified, confirmed, ratified, verified, executed, noticed, re-affirmed, re-authorized, re-declared, re-stated, re-issued, re-certified, re-confirmed, re-ratified, re-verified and re-noticed, absolutely and duly perfected, protected and secured in their entirety for all of Creation to rely upon, without limitation, in perpetuity, without recourse, without prejudice, under the penalties of false witness, to the best of our knowledge and ability, governed by, and under, the Laws of the Creator, under the Laws of Creation.

Hereunto we have set our Hands and knowingly, willingly, intelligently and intentionally caused our autographs to become affixed hereto.



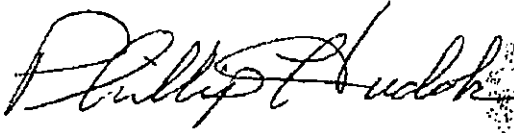
Executed In Creation, by, under and pursuant to the Laws of the Creator and the Laws of Creation.

On the seventh day of December, In the Year of our Lord two thousand eighteen.

Heir of the Creator, Real-man Living Soul, Secured Party, Holder-in-Due-Course, Real-Party-in-Interest, Grantor, Bailor, Administrator, Creditor, Custodian, Beneficiary;
All rights, privileges, freedoms and Immunities are hereby claimed, reserved and exercised, without limitation, without prejudice, without recourse

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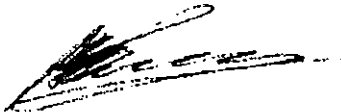
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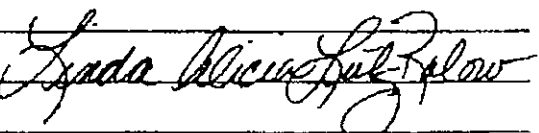
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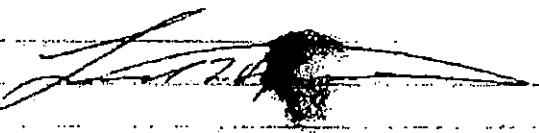
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All rights, privileges, freedoms and Immunities are hereby claimed, reserved and exercised, without limitation, without prejudice, without recourse



Notary for thlrd party service and verification:
Angela Sharp
Davis Trust Co.
227 Davis Ave.
Elkins, WV, 26241-1429

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In the instant matter of Contract J3:16fGsltwthghobS
Dispute Resolution on Complaint and Demand
Factual Notice, Declaration and Demand for Duly Required and Due Summary Relief and Remedy

Qui tam pro domino rege quam pro se ipso in hac parte sequitur
Pro rex regum et heredes'

EXHIBIT

8

Notice to Agent is Notice to Principal, Notice to Principal is Notice to Agent

Undersigned Claimants
Phillip Hudok
Gene Stalnaker
Alicia Lutz-Rolow
Leonard Frank house of Harview
Keith Lawrence Moore
15958 Seneca Trail
Huttonsville, W.Va. [26273]

RESPONDENTS

Donald John Trump aka/dba DONALD JOHN TRUMP aka/dba Donald J. Trump aka/dba DONALD J. TRUMP aka/dba OFFICE OF THE PRESIDENT aka/dba PRESIDENT OF THE UNITED STATES aka/dba PRESIDENT DONALD J. TRUMP aka/dba COMMANDER IN CHIEF aka/dba GOVERNMENT OF THE UNITED STATES aka/dba UNITED STATES GOVERNMENT aka/dba THE UNITED STATES OF AMERICA aka/dba UNITED STATES OF AMERICA aka/dba UNITED STATES aka/dba UNKNOWN, foreign entity, trustee, any and all derivatives, appellations, identifiers, numbers and their combinations, letters and their combinations, styles, abbreviations, idem sonans and/or all other legal, financial and managerial forms and formats of any nature, shape, cause and kind, and any and all variations and combinations thereof, any and all corporate, military, commercial, civil, political, social, ecclesiastical and other entities of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all creations and liabilities by, of, through and from of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all political subdivisions and instrumentalities of any nature, shape, cause kind, form and format, and any and all variations and combinations thereof, any and all capacities, characters, conditions, status, standings, jurisdictions, venues and law forms of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all agents, assigns, successors, principals, beneficiaries, employees, officers, contractors, franchisees, licensees, members of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all trusts, structures, hierarchies, systems, networks, regimes and any and all other limits and constructs of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all of the aforementioned both known and unknown, any and all of the aforementioned both perceived and unperceived, and any and all variations and combinations of the aforementioned, without limitation, private for profit entities providing quasi-governmental and other goods and services purporting to be lawful government.

THE WHITE HOUSE
1600 PENNSYLVANIA AVENUE NW
WASHINGTON, DC 20500

John Glover Roberts, Jr. aka/dba JOHN GLOVER ROBERTS aka/dba John Roberts aka/dba JOHN ROBERTS aka/dba CHIEF JUSTICE aka/dba CHIEF JUSTICE JOHN ROBERTS aka/dba OFFICE OF THE CHIEF JUSTICE aka/dba UNITED STATES SUPREME COURT aka/dba SUPREME COURT OF THE UNITED STATES aka/dba JUDICIARY COURTS OF THE UNITED STATES aka/dba ADMINISTRATOR aka/dba GOVERNMENT OF THE UNITED STATES aka/dba UNITED STATES GOVERNMENT aka/dba THE UNITED STATES OF AMERICA aka/dba UNITED STATES OF AMERICA aka/dba UNITED STATES aka/dba UNKNOWN, foreign entity, trustee, any and all derivatives, appellations, identifiers, numbers and their combinations, letters and their combinations, abbreviations, styles, idem sonans and/or all other legal, financial and managerial forms

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1 FIRST STREET, NE
WASHINGTON, DC 20543

Charles Ernest Grassley aka/dba CHARLES ERNEST GRASSLEY aka/dba Charles Grassley aka/dba CHARLES GRASSLEY aka/dba SENATOR CHARLES GRASSLEY aka/dba OFFICE OF SENATOR CHARLES GRASSLEY aka/dba PRESIDENT PRO TEMPORE OF THE UNITED STATES SENATE aka/dba UNITED STATES SENATE aka/dba OFFICE OF SENATOR aka/dba GOVERNMENT OF THE UNITED STATES aka/dba UNITED STATES GOVERNMENT aka/dba THE UNITED STATES OF AMERICA aka/dba UNITED STATES OF AMERICA aka/dba UNITED STATES aka/dba UNKNOWN, foreign entity, trustee, any and all derivatives, appellations, identifiers, numbers and their combinations, letters and their combinations, abbreviations, styles, idem sonans and/or all other legal, financial and managerial forms and formats of any nature, shape, cause and kind, and any and all variations and combinations thereof, any and all corporate, military, commercial, civil, political, social, ecclesiastical and other entities of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all creations and liabilities by, of, through and from of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all political subdivisions and instrumentalities of any nature, shape, cause kind, form and format, and any and all variations and combinations thereof, any and all capacities, characters, conditions, status, standings, jurisdictions, venues and law forms of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all agents, assigns, successors, principals, beneficiaries, employees, officers, contractors, franchisees, licensees, members of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all trusts, structures, hierarchies, systems, networks, regimes and any and all other limits and constructs of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all of the aforementioned both known and unknown, any and all of the aforementioned both perceived and unperceived, and any and all variations and combinations of the aforementioned, without limitation, private for profit entities providing quasi-governmental and other goods and services purporting to be lawful government.

135 HART OFFICE BUILDING
WASHINGTON, DC 20510

Nancy Patricia D'Alesandro Pelosi aka/dba NANCY PATRICIA D'ALESANDRO PELOSI aka/dba Nancy Pelosi aka/dba NANCY PELOSI aka/dba SPEAKER NANCY PELOSI aka/dba SPEAKER OF THE HOUSE aka/dba SPEAKER OF THE HOUSE OF THE UNITED STATES aka/dba CONGRESSWOMAN NANCY PELOSI aka/dba REPRESENTATIVE NANCY PELOSI aka/dba GOVERNMENT OF THE UNITED STATES aka/dba UNITED STATES GOVERNMENT aka/dba THE UNITED STATES OF AMERICA aka/dba UNITED STATES OF AMERICA aka/dba UNKNOWN, foreign entity, trustee, any and all derivatives, appellations, identifiers, numbers and their combinations, letters and their combinations, abbreviations, styles, idem sonans and/or all other legal, financial and managerial forms and formats of any nature, shape, cause and kind, and any and all variations and combinations thereof, any and all corporate, military, commercial, civil, political, social, ecclesiastical and other entities of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all creations and liabilities by, of, through and from of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all political subdivisions and instrumentalities of any nature, shape, cause kind, form and format, and any and all variations and combinations thereof, any and all capacities, characters, conditions, status, standings, jurisdictions, venues and law forms of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all agents, assigns, successors, principals, beneficiaries, employees, officers, contractors, franchisees, licensees, members of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all trusts, structures, hierarchies, systems, networks, regimes and any and all other limits and constructs of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all of the aforementioned both known and unknown, any and all of the aforementioned both perceived and unperceived, and any and all variations and combinations of the aforementioned, without limitation, private for profit entities providing quasi-governmental and other goods and services purporting to be lawful government.



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1236 LONGWORTH HOB
WASHINGTON, D.C. 20515

William Pelham Barr aka/dba WILLIAM PELHAM BARR aka/dba William P. Barr aka/dba WILLIAM P. BARR aka/dba ATTORNEY GENERAL WILLIAM BARR aka/dba US ATTORNEY GENERAL aka/dba UNITED STATES ATTORNEY GENERAL aka/dba OFFICE OF THE ATTORNEY GENERAL aka/dba US DEPARTMENT OF JUSTICE aka/dba UNITED STATES DEPARTMENT OF JUSTICE aka/dba GOVERNMENT OF THE UNITED STATES aka/dba UNITED STATES GOVERNMENT aka/dba THE UNITED STATES OF AMERICA aka/dba UNITED STATES OF AMERICA aka/dba UNITED STATES aka/dba UNKNOWN, foreign entity, trustee, any and all derivatives, appellations, identifiers, numbers and their combinations, letters and their combinations, abbreviations, styles, idem sonans and/or all other legal, financial and managerial forms and formats of any nature, shape, cause and kind, and any and all variations and combinations thereof, any and all corporate, military, commercial, civil, political, social, ecclesiastical and other entities of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all creations and liabilities by, of, through and from of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all political subdivisions and instrumentalities of any nature, shape, cause kind, form and format, and any and all variations and combinations thereof, any and all capacities, characters, conditions, status, standings, jurisdictions, venues and law forms of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all agents, assigns, successors, principals, beneficiaries, employees, officers, contractors, franchisees, licensees, members of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all trusts, structures, hierarchies, systems, networks, regimes and any and all other limits and constructs of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all of the aforementioned both known and unknown, any and all of the aforementioned both perceived and unperceived, and any and all variations and combinations of the aforementioned, without limitation, private for profit entities providing quasi-governmental and other goods and services purporting to be lawful government.

U.S. DEPARTMENT OF JUSTICE
950 PENNSYLVANIA AVENUE, NW
WASHINGTON, DC 20530-0001

ALL of the aforementioned acting as agents for, of and through the following, to wit:

THE UNITED STATES OF AMERICA aka/dba UNITED STATES OF AMERICA aka/dba UNITED STATES aka/dba United States aka/dba United States of America aka/dba GOVERNMENT OF THE UNITED STATES aka/dba UNITED STATES GOVERNMENT aka/dba UNKNOWN, foreign entity, trustee, any and all derivatives, appellations, identifiers, numbers and their combinations, letters and their combinations, styles, abbreviations, idem sonans and/or all other legal, financial and managerial forms and formats of any nature, shape, cause and kind, and any and all variations and combinations thereof, any and all corporate, military, commercial, civil, political, social, ecclesiastical and other entities of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all creations and liabilities by, of, through and from of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all political subdivisions and instrumentalities of any nature, shape, cause

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Contract J3:16fGsltwthghobS

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kind, form and format, and any and all variations and combinations thereof, any and all capacities, characters, conditions, status, standings, jurisdictions, venues and law forms of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all agents, assigns, successors, principals, beneficiaries, employees, officers, contractors, franchisees, licensees, members, et cetera, of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all trusts, structures, hierarchies, systems, networks, regimes and any and all other limits and constructs of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all of the aforementioned both known and unknown, any and all of the aforementioned both perceived and unperceived, and any and all variations and combinations of the aforementioned, without limitation.

Constructions are to be made liberally, on account of the simplicity of the laity, in order that the thing may rather have effect than perish, Co. Litt. 36a; Broom, Max. 540.

This is a pure Contractual dispute with the authority for Arbitration/Neutral disposition and judgment contained within Contract J3:16fGsltwthghobS as the sole and proper manner in which to resolve this matter. Therefore, jurisdiction is contractually decided and proper.

Undersigned Claimants are currently sustaining Citizenship under the Creator within His Creation. Some may mistakenly or falsely proclaim and sustain that it is the fiction of Law UNITED STATES CITIZEN or STATE OF ... CITIZEN by and through semantic deceit and constructive fraud. All Undersigned Claimants are under unlawful presumptive and assumptive care, custody and/or control.

The agent Respondents and Principal are the alleged GOVERNMENT OF THE UNITED STATES located within WASHINGTON, DISTRICT OF COLUMBIA, and may be currently, and have been, served Proper and Due Notice throughout this instant matter, including but not limited to this tangible medium. Addresses utilized are contained previously in this tangible medium directly below each agent Respondent and by and through the Principal's legal representative aka/dba ATTORNEY GENERAL.

The Undersigned Claimants and Respondents have entered into, and are parties to, Contract J3:16fGsltwthghobS, served by third party initially. Proof thereof is incorporated herein, and restated in its entirety, as if set forth in full as part of this and Creation-wide record and attached hereto. There was zero response thereto by the Principal by and through the agent Respondents and subsequent interactions were conducted by, under and through the principles of "clean hands" and "good faith" styled Declaration and Notice of Default and Dishonor, Opportunity to Cure and Notice and Offer for Dispute Resolution Negotiations. Both of the subsequent interactions were served via certified mail by and through the USPS with return receipt confirmation by, under and through full liability and complete transparency under Declaration and Notice of Service penned and autographed by Phillip Hudok. Proof thereof is incorporated herein, and restated in its entirety, as if set forth in full as a part of this and Creation-Wide record and attached hereto. Phillip Hudok does hereby, under full liability, Declare that there has been no response. The attached document from the third-party notary, incorporated herein, and restated in its entirety, as if set forth in full as a part of this and Creation-Wide record and attached hereto, certifies that she has received no response either.

There is a complete diversity of Citizenship claimed and maintained by and between parties.

The amount in controversy is \$777 per diem per Undersigned, starting on the ninth day of January, in the Year of our Creator two thousand nineteen up until the twenty first day of January, in the Year of our Creator two thousand nineteen, continuing and accruing per diem at the rate of \$777 per party until full payment, settlement and closure.

Total as of the twenty first day of January, in the Year of our Creator two thousand nineteen duly perfected, due and owing is \$10,101 per Undersigned, due and payable immediately, with additional contractual per diem per Undersigned starting after judgment and/or award. Therefore, final amount is undetermined.

A dispute has arisen under Contract J3:16fGsltwthghobS with the general summary of Remedy and Relief being the following, to wit:

- opt-in process for Beneficiaries designed to be simple and rapid;
- unconditional release and the immediate setting at full liberty of the Undersigned and opt-in Beneficiaries;
- any pending and adjudicated cases of the Undersigned and opt-in Beneficiaries, regardless of venue, are hereby void ab initio;



- immediate and unconditional indemnification of the Undersigned and opt-in Beneficiaries;
- immediate and unconditional recognition of immunity of the Undersigned and opt-in Beneficiaries;
- immediate issuance of proper and necessary documentation of the indemnification and recognized immunity of the Undersigned and opt-in Beneficiaries;
- immediate return of any and all property and assets that may have been seized and captured, or the market value thereof, of the Undersigned and opt-in Beneficiaries;
- expunging and destruction of all records and systems of records of the Undersigned and opt-in Beneficiaries maintained by the Respondents;
- immediate issuance of Land Patent titled in fee simple absolute in possession;
- immediate accounting for, and return of, any and all accounts and assets of any nature, shape, cause, form, format and kind held or managed by any entity and emanating from the Undersigned and opt-in Beneficiaries;
- immediate payment of any and all monetary damages as assessed by the Undersigned so as to make whole;

The Respondents by their silence agreed and acknowledged that they breached the terms of Contract J3:16fGsltwthghobS by utterly failing to perform its obligations thereunder, and explicitly consents to any necessary provisional remedies and reliefs, orders for specific performance, interim and other awards and judicial enforcement thereof.

The Contract J3:16fGsltwthghobS provides for the exclusive settling of these matters is within Arbitration by a Neutral/Arbitrator.

By, under and pursuant to Contract J3:16fGsltwthghobS the Undersigned have complied and attempted negotiations, or in the alternative, for the submission of the controversy to Arbitration by Neutral/Arbitrator.

The Respondents have agreed and consented to Arbitration under the terms of Contract J3:16fGsltwthghobS, and further consented to and stipulated the waiver of rights to vacate, modify, appeal or collaterally attack the decisions, rulings, orders, remedies, reliefs and awards of the Neutral/Arbitrator.

The Contract J3:16fGsltwthghobS evidences interactions contractually based and that may involve and/or affect and effect commerce because the facts involved in this matter may have in some manner and way moved in, used instrumentalities of and/or otherwise affected and effected commerce among the several States within the The United States Arbitration Act, by, under and through simple Contract Law and Custom.

Because the Contract J3:16fGsltwthghobS, does in fact, involves, affects and/or effects commerce in some manner and way, and is contractually based, the arbitration provision contained within it is valid, irrevocable and enforceable within The United States Arbitration Act, by, under and through simple Contract Law and Custom.

Valid, irrevocable and enforceable arbitration agreements and the orders, rulings, decisions, remedies, reliefs and/or awards made therefrom may be enforced in the/any District Court of the United States of America by way of confirmation, enrollment and entry of a judgment and enforcement thereon.

Because the Undersigned seek equitable and other relief and remedy and monetary damages from the Respondents, the Undersigned agrees that it is best for all involved that the Arbitration proceedings should be bifurcated into separate phases: Phase 1 should address the claims for equitable and other remedy and relief, and Phase 2 should address the claims for monetary damages.

The Undersigned and Respondents have agreed, explicitly and/or by tacit acquiescence, to enforcement by any and all means available and chosen exclusively by the Undersigned, including but not limited to a District Court of the United States of America.

Because time is of the essence and the paramount danger to the Undersigneds' free-will choice and liberty, the Undersigned hereby explicitly consent to fast-track Arbitration proceedings.

Claims for Breach of Contracts

Admissions, Agreements, Acknowledgements and Stipulations of General Facts

The Respondents have flagrantly and willfully breached the Contract J3:16fGsltwthghobS with the Undersigned by failing to perform to its obligated promises.

The Respondents continue to benefit from the Undersigneds' performance of the promises and terms of Contract J3:16fGsltwthghobS, in addition to the continued benefit of the Undersigneds' custody and/or control of any and/or all forms and formats; At the same time the Undersigned are incurring and suffering irreparable damage and harm through



unlawful and un/non Constitutional interference in the daily course of our private lives and free-will choice by nefarious and pre-conceived conspiracies and means.

The Undersigned have been incurring and suffering, and will continue to incur and suffer, irreparable damage and harm by the Respondents' previous and on-going breaches of the Original Contract aka the Constitution for the United States of America c1819 and subsequent Contract J3:16fGsltwthghobS.

The Respondents have knowingly, willingly, intelligently, intentionally, explicitly and/or tacitly admitted, agreed to, acknowledged and stipulated the following general facts of this instant matter, to wit:

- The Undersigned and Respondents knowingly, willingly, intelligently and intentionally entered into a contractual arrangement titled and styled Conditional Acceptance for Value upon Proof of Claim Contract J3:16fGsltwthghobS on the twenty seventh day of December in the Year of our Creator two thousand eighteen;
- The Undersigned are not and/or were not knowing, willing, intelligent and intentional signatories to the Constitution for the United States of America c1819 and/or State of... equivalents, and any and all derivatives thereof regardless of style;
- The Undersigned are not and/or were not knowing, willing, intelligent and intelligent parties to the Constitution for the United States of America c1819 and/or State of ... equivalents, and any and all derivatives thereof regardless of style;
- A man cannot be/is not a knowing, willing, intelligent and intentional signatory/party absent a valid signature/autograph upon the contract, however styled;
- The Constitution for the United States of America c1819 and State of ... equivalents, and any and all derivatives thereof regardless of style, is a contract;
- The United States of America, State of ... and local equivalents are not factually and actually the same entities as UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents, and any and all derivatives thereof regardless of style;
- By, under and pursuant to the Constitution for the United States of America c1819, and State of ... equivalents, and any and all derivatives thereof regardless of style, the aforementioned entities were not granted explicit authority to operate and/or conduct business under any nature, shape, cause, kind, form and format they so desire, ie corporate, commercial, military, political, ecclesiastical and other capacities, characters, conditions, status, standings, jurisdictions, venues and law forms;
- By, under and pursuant to the Constitution for the United States of America c1819 and State of ... equivalents, and any and all derivatives thereof regardless of style, the aforementioned entities were not granted explicit authority to alter and/or change jurisdictions, venues, law forms, authorities, processes and procedures as specifically laid out therein;
- By, under and pursuant to the Constitution for the United States of America c1819 and State of ... equivalents, and any and all derivatives thereof regardless of style, the aforementioned entities were not granted explicit authority to operate by, under and pursuant to emergency powers, authorities, processes and procedures not in times of actual and factual unwarranted civil unrest and/or foreign invasion within the borders of the United States of America;
- The Judicial branch of the United States of America, State of ... and local equivalents thereof, and any and all derivatives regardless of style, does not have and/or has not had explicit authority to legislate and create "law" from the "bench" that in any nature, shape, cause, kind, form or format affects or effects any man not a party to the controversy therein;
- The Undersigned were not and/or are not intelligently, intentionally, knowingly and willingly placing ourselves upon the UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents thereof, and any and all derivatives regardless of style, in any and/or all interactions/matters in any and/or all places and any and/or all times;
- The Undersigned were not and/or are not intelligently, intentionally, knowingly and willingly joined/joining ourselves to any and all matters/interactions in any and/or all places and any and/or all times to the UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents thereof, and any and all derivatives regardless of style.
- The UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents thereof, are not actually and factually the real-party-in-interest in any and/or all matters and/or interactions with the Undersigned.
- The Respondents do not have explicit Constitutional authority to deviate from and/or violate the Constitution for the United States of America c1819, State of ... equivalents and any and all derivatives regardless of style, at any time and/or any place.

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- There exists no explicit authority contained within the Constitution for the United States of America c1819 for the Respondents to effectuate, implement, enforce and/or utilize inherent and/or implied processes, procedures, authorities, jurisdictions, venues and/or law forms.
- The Respondents and their Principal, United States of America, State of ... and Local equivalents, and any and all derivatives thereof regardless of style, possess no explicit Constitutional authority, standing, status, character, condition and capacity to seek any and/or all claims, remedies and/or relief, civil and/or criminal, and other interactions actions against the Undersigned.
- The Respondents and their Principal, United States of America, State of ... and Local equivalents, and any and all derivatives thereof regardless of style, possess no explicit Constitutional authority for the implementation, exercise and/or enforcement of malum prohibitum jurisdiction against the Undersigned.
- The Respondents and their Principal, United States of America, State of ... and Local equivalents, and any and all derivatives thereof regardless of style, possess no explicit Constitutional authority to interfere with and/or alter a private Contract between the Undersigned and the Creator of all that was, is and shall be.
- The Respondents and their Principal, United States of America, State of ... and Local equivalents, and any and all derivatives thereof regardless of style, possess no Constitutional and Lawful document(s), paper(s), digital data, tangible medium(s) and/or tangible item(s) in their care, custody and control thereof which demonstrate and prove that the Undersigned are knowing, willing, intelligent and intentional party(ies) and/or signatory(ies) to any social, public, civil, quasi-public, political, private, commercial, ecclesiastical, military, universal and/or other compact, agreement, covenant, contract and any other terms of art describing, demonstrating and/or utilized to mean the same, and any and all combinations and variations of the aforementioned, which can be demonstrated to operate to confer any actual and factual controlling, insurable, lawful, legal, private, public, quasi-public, equitable, political, commercial, social, civil, corporate, international, universal, quantum, spiritual, administrative, Talmudic, Babylonian, ecclesiastical, military, beneficial, admiralty/maritime, statutory, pecuniary, managerial, regulatory and/or any and all other interest, share, title, authority, relationship, jurisdiction, venue, et cetera, of any nature, shape, cause, kind, form and format, and any and all variations and combinations of the aforementioned, without limitation, in and/or over the Undersigned's physical, natural, spirit and/or soul being(s) and representation(s) thereof, of any nature, kind, cause, form and format, and any and all variations and combinations thereof, without limitation, the Undersigned's cestui que vie trust, estate, any and all other trusts and constructs, and any and all sub and/or constructive trusts and constructs thereof, any and all thereto, thereof, therewith and therefrom the Undersigned, without limitation, any and all property and assets of any nature, kind, form and format, and our share, as Heirs of the Creator of all that was, is and shall be, without limitation, in any nature, way, cause and/or kind to the benefit of the Respondents' and their Principal, United States of America, State of ... and Local equivalents, and any and all derivatives thereof regardless of style;
- The Undersigned are not specifically named/identified in any UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, acts, codes, statutes, rules, regulations, ordinances, et cetera;
- The Undersigned do not have and/or have not had specific attachment/liability to any UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, acts, codes, statutes, rules, regulations, ordinances, et cetera.
- The CONSTITUTION OF THE UNITED STATES, STATE OF ... equivalents, Constitution for the United States of America c1819, State of ... equivalents, and any and all derivatives thereof regardless of style, does not by way of Lawful nexus operate upon the Undersigned.
- The Undersigned are not Lawfully bound by or to any institutions formed by our fellow man without our individual explicit consent.
- The UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, are not real, but are imaginary and/or a fiction of law.
- The Respondents by and through the UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, as imaginary creations and fictions of law, cannot Lawfully interface with Living men.

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CLERK OF COURT
SPARTANBURG COUNTY

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- The Undersigned cannot Lawfully be identified in all caps style by the Respondents, UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, in contradiction to a Lawfully given birth name.
- The Respondents, UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, are foreign to the Undersigned.
- The Undersigned have lived and/or are living under unlawful pretended and/or fraudulent emergency, military, commercial and/or other rule in absolute violation and breach of the Constitution for the United States of America c1819.
- The Respondents, UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, are not legally and lawfully abridging and/or have not legally and lawfully abridged the free-will choice of the Undersigned by Constitutional "laws" brought into force by actual and factual states of Constitutional and Lawful "national or other emergency".
- The Respondents, UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, are not solvent and have no plenary sovereign capacity, character, condition, status and standing at any and/or all places and any and/or all times.
- The UNITED STATES OF AMERICA, STATE OF ..., and any and all derivatives thereof regardless of style, are not independent sovereign nations.
- The Respondents, UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, have aided and abetted the removal of gold and silver from backing the National currency.
- There cannot be any limitation on the power and authority of the Undersigned in proper capacity, character, condition, status and standing.
- The Respondents, UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, do not issue Constitutional and Lawful documents, presentments, instruments or any other term of art describing, demonstrating and/or utilized to mean the same, in any and/or all matters and any and/or all interactions.
- The Respondents, UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, do not operate and/or have not operated with "clean hands" and in "good faith" in any and/or all matters and any and/or all interactions with the Undersigned.
- The Respondents, UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, do not effectuate and utilize and/or have not effectuated and utilized police powers and authorities by, under and through explicit authorities explicitly emanating from the Constitution for the United States of America c1819.
- The Respondents, UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, do not utilize and/or have not utilized explicit Constitutional authority to declare the Undersigned enemies in and on their own land.
- The Respondents, UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, are not in plenary compliance to/with the Constitution for the United States of America c1819 in any and/or all matters and any and/or all interactions with the Undersigned.
- The Respondents, UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, and any and all employees, agents, assigns, successors, contractors, et cetera thereof, are not in plenary compliance to/with explicit provisions of the Law of the Land aka Constitution for the United States of America c1819 at any and/or all times and any and/or all places in any and/or all matters and any and/or all interactions.
- The Respondents, UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, and any and all employees, agents, assigns, successors, contractors, et cetera thereof, are not holding and/or have not held Constitutional Office and/or positions with perfected title thereto, and are not exercising and/or have not exercised authorities and privileges therein in plenary compliance to explicit provisions of the Law of the Land aka Constitution for the United States of America c1819 at any and/or all places and any and/or all times in any and/or all matters and any and/or all interactions.

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- The Respondents, UNITED STATES OF AMERICA, STATE of ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, do not have and/or have not had plenary authority by and through the Constitution for the United States of America c1819 to rule over and interfere with the private dealings and affairs of the Undersigned.
- The capacities, characters, conditions, status and standing effectuated and utilized by the Respondents, UNITED STATES OF AMERICA, STATE of ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, are not and/or have not been in plenary compliance with, and explicitly authorized by, the Constitution for the United States of America c1819.
- The Respondents, UNITED STATES OF AMERICA, STATE of ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, and any and all employees, agents, assigns, successors, contractors, et cetera thereof, have not taken lawful Oaths to the Constitution for the United States of America c1819.
- The Respondents, UNITED STATES OF AMERICA, STATE of ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, and any and all employees, agents, assigns, successors, contractors, et cetera thereof, are not operating and/or have not operated by and through full disclosure in any and/or all of their respective day to day matters concerning/affecting/effecting, and interactions with, the Undersigned.
- The Respondents, UNITED STATES OF AMERICA, STATE of ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, are not and/or have not been granted explicit authority from the Constitution for the United States of America c1819 to commercially and otherwise benefit from the utilization of the laws of occupation, laws of war and/or the EMERGENCY BANKING RELIEF ACT to the detriment and injury of the Undersigned.
- The Respondents, UNITED STATES OF AMERICA, STATE of ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, are not and/or have not been granted explicit authority from the Constitution for the United States of America c1819 to maintain and operate commercial/military courts, prisons and police for the use against, suppression of, and to the detriment and injury of the Undersigned.
- The Respondents, UNITED STATES OF AMERICA, STATE of ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, are not and/or have not been granted explicit authority from the Constitution for the United States of America c1819 to claim ownership of, or place liens against, the Undersigned and/or any and all of their property and assets.
- The Respondents, UNITED STATES OF AMERICA, STATE of ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, are not and/or have not been granted explicit authority from the Constitution for the United States of America c1819 to alter and/or blend the jurisdictions of Law, Equity and Admiralty/Maritime.
- The Respondents, UNITED STATES OF AMERICA, STATE of ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, are not and/or have not been granted explicit authority from the Constitution for the United States of America c1819 to operate and utilize malum prohibitum authority against the Undersigned.
- The Respondents, UNITED STATES OF AMERICA, STATE of ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, are not and/or have not been granted explicit authority from the Constitution for the United States of America c1819 to operate and utilize martial rule/law against and over the Undersigned without actual and factual proof of unwarranted civil unrest and/or foreign invasion.
- The Respondents, UNITED STATES OF AMERICA, STATE of ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, are not and/or have not been granted explicit authority from the Constitution for the United States of America c1819 to ignore, hamper and/or violate the Undersigned's right to expatriate.
- The Undersigned cannot be forced to serve two masters.
- The Respondents, UNITED STATES OF AMERICA, STATE of ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, are not and/or have not been granted explicit authority from the Constitution for the United States of America c1819 to adhere to, and respect, legislation from the bench.
- The Respondents, UNITED STATES OF AMERICA, STATE of ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, are not and/or have not been granted explicit authority from the Constitution for the United States of America c1819 to hinder and/or alter the Undersigned's God-granted free-will choice of right to plenary Life, Liberty and Pursuit of Happiness.
- The Undersigned are not fictions of law created by the Respondents, UNITED STATES OF AMERICA, STATE of ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, therefore there is no nexus and thereby no authority over the same.

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- The Undersigned are not officers, agents, shareholders, franchises or fiduciary agents, residents of, inhabitants of or domiciled in the UNITED STATES OF AMERICA, STATE of ... and LOCAL equivalents.
 - The Undersigned are not vessels and/or other entities registered to the UNITED STATES OF AMERICA.
 - The Undersigned are not actual and factual enemies of the Respondents, UNITED STATES OF AMERICA, STATE of ... and LOCAL equivalents, and any and all derivatives thereof regardless of style, or any of its creations and liabilities.
 - The presumption that the Undersigned are any of the aforementioned, and/or any and all documentation implying the same absent a wet-ink signature/autograph, is not Lawful and is not in explicit compliance to the Constitution for the United States of America c1819, and is fraudulent, illusionary, and is a false representation of a matter of fact and/or a kind of artifice employed by the same for self-serving purposes.
 - The Respondents failed to substantiate the validity, Constitutionality, lawfulness and accuracy of any and/or all of its indictments, warrants, processes, procedures and other interactions, and/or otherwise;
 - The Respondents failed to produce duly and Constitutionally sanctioned public/private delegation of authority, and/or otherwise;
 - The Respondents failed to produce duly signed and witnessed Constitutional "Oaths of Office";
 - The Respondents failed to produce any valid, lawful and Constitutional explicit and written contracts or agreements bearing the duly bona fide autographs, signatures and/or acceptances and acknowledgements of any Undersigned specifically named or otherwise;
 - The Respondents failed to produce lawful and Constitutional authority of the UNITED STATES OF AMERICA, STATE OF ... and/or LOCAL equivalents/instrumentalities, and any derivatives thereof regardless of style, to act against and/or interact with the Undersigned and others;
 - The Respondents failed to produce any explicit, lawful and Constitutional basis/nexus upon which any claim regardless of form and/or format operates upon the Undersigned and others;
 - The Respondents failed at any and/or all times and any and/or all places to operate with, under and pursuant to "good faith," "clean hands," and "fair business dealings" in any and/or all interactions;
 - The Respondents failed to provide full disclosure at any and/or all times and any and/or all places in any and/or all interactions;
 - The Respondents failed to conduct any and/or all commercial-criminal and other cases/interactions by, under and through the principles, processes and procedures of ancient Custom and Constitutional American Jurisprudence and Law;
 - The Respondents failed to act in a manner so as to not to cheat, hinder, delay, and/or defraud the Undersigned and others in any manner and way regardless of type, form and format of interactions;
 - The Respondents failed to act in a manner so as not to threaten, coerce and place physical and/or psychological duress upon the Undersigned and others in any manner and way regardless of type, form and format of interaction;
 - The Respondents failed to insure and prove that any and/or all interactions with, investigations of and/or gathering of any evidence against the Undersigned and others met a minimum of "good faith," "clean hands," customs and Constitutional standards of due process and procedure, and further failed to factually and actually prove and establish all elements necessary and required by the aforementioned to be proven beyond any and/or all reasonable doubt as to a Constitutional Public Law violation(s) regardless of venue;
 - The Respondents failed to provide the duly requested, required and necessary Proofs of Claim under Contract J3:16fGsltwthghobS;
 - The Respondents failed to reject and/or contest any offer and contest acceptance, acknowledgement and agreement of Contract J3:16fGsltwthghobS in any manner according to its explicit written terms;
- The Respondents further knowingly, willingly, intelligently, intentionally, explicitly and/or tacitly admitted, acknowledged, agreed and unconditionally stipulated the following, to wit:
- The Respondents are bound to the explicit terms of Contract J3:16fGsltwthghobS and the procedure/process for remedy is exclusively via Arbitration/Neutral Party chosen exclusively by the Undersigned; and further, are bound to the remedy procedure/process, and that it is irrevocable and no COURT regardless of jurisdiction, venue and law form may interfere and/or overturn by any process or procedure the final and binding award, decision, judgment and/or disposition;

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- The Respondents in these matters and others, and any and all matters hereto, did, and continue to, knowingly, willingly, intelligently and intentionally commit, including but not limited to, fraudulent concealment, denial of custom and Constitutional substantive and procedural due process and procedure in any and all interactions, mutual conspiracy to engage in a scheme of unjust enrichment, flagrant and willful unlawful custody, incarceration and control, flagrant and willful violations of processes and procedures guaranteed, preserved and protected by, under and pursuant to the Laws of Creation, ancient Custom and the Constitution for the United States of America c1819, flagrant and willful breach of contract, flagrant and willful fraud in the inducement, flagrant and willful fraud in the factum, flagrant and willful breach of fiduciary and trustee duties and responsibilities, flagrant and willful blending and altering of jurisdictions, venues and law form, flagrant and willful violations of free-will choice, flagrant and willful slavery by and through the aforementioned action/inactions, flagrant and willful Ultra Vires acts, flagrant and willful fraud by mail and/or false assumptions of debt, without limitation;
- The Respondents unlawfully and un/non Constitutionally interacted with, arrested, indicted, convicted, adjudged, sentenced, maintained custody, control and/or imprisoned the Undersigned in flagrant and willful violation of their respective initial contract offer entitled and styled the Constitution for the United States of America c1819, entered into by the Respondents knowingly, willingly, intelligently and intentionally and offered to the Undersigned upon their respective filing of a sworn Oath;
- The Respondents dissolved their own claimed immunity and/or sovereignty claims and defenses by, under and pursuant to their own actions and inactions via their respective interactions of any nature, shape, cause, kind, form and format with the Undersigned;
- The Undersigned are entitled as a matter of fact and right to any and all relief and remedy that would make them whole and as if the Respondents did not interfere in any nature, shape, cause, way, form and/or kind with the Undersigneds' enjoyment of free-will choice absent causing actual and factual harm to a man or his property; and further, the Respondents cannot contest in any way, format and/or form the said relief and remedy demanded and sought via summary and/or other award, disposition, judgment, decision and/or order by and through Arbitration/Neutral Party by, under and pursuant to Contract J3:16fGsltwthghobS, the terms thereof and the doctrines of silent acquiescence, res judicata, estoppel and/or laches;
- The Undersigned are entitled as a matter of fact and right to any writ, decision, judgment, bill, disposition, order (any and all executive and/or judicial) that would in effect release them from custody, confinement and/or control of any nature, shape, cause, kind, form and/or format whether said custody, confinement and/or control be presumed, assumed, by operation of law, constructive and/or actual.
- The Undersigned are entitled as a matter of fact and right to immediate release from any assumptive, presumptive, constructive and/or factual and actual confinement, custody and/or control regardless of form and/or format thereof;
- The Undersigned are entitled as a matter of fact and right to immediate payment of any reasonable claimed monetary damages regardless of nature and form by the Respondents through both/either personal assets, any and all assets of the Principal and the JUDGMENT FUND INTERNET CLAIM SYSTEM;
- The Undersigned have exhausted any and all contractual administrative remedies required and necessary to enforce any and all claims, modes of redress under Contract J3:16fGsltwthghobS and are entitled as a matter of fact and right to any and all relief and remedy claimed thereunder and thereto;
- The Undersigned are entitled as a matter of fact and right to any and all relief and remedy claimed by, under and pursuant to Contract J3:16fGsltwthghobS;
- The Respondents are bound by Contract J3:16fGsltwthghobS, and the same is restated in its entirety, and incorporated herein, as if set forth in full as a part of this record and Creation-wide record;
- The Respondents have duly authorized and empowered the Undersigned to execute an enforceable irrevocable Special Power of Attorney Coupled with Interest appointing them severally/individually as the lawful designee and authorized agent of the OFFICE OF THE UNITED STATES ATTORNEY GENERAL, to sign and initial for, initiate, execute, prosecute, settle, et cetera, all claims and litigation regardless of form and format and jurisdiction, venue and law form processed/proceeded through, as related and connected to the resolution and enforcement of these matters, Contract J3:16fGsltwthghobS and any and all matters related thereto and emanating therefrom;

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- The Respondents have agreed that the subject matter of this agreement at least partially involves commerce as applicable under The United States Arbitration Act, and that the same may be utilized for enforcement of any awards, decisions, judgments, orders, dispositions executed and issued by an Arbitrator/Neutral Party.
- The Respondents have further knowingly, willingly, intelligently, intentionally, explicitly and/or tacitly admitted, agreed, accepted, acknowledged and unconditionally stipulated the following obligations, to wit:
 - The Respondents have agreed to fully indemnify and immunize the Undersigned and opt-in Beneficiaries from any further legal, administrative and other action, interaction, prosecution, process and procedure et cetera of civil, criminal and other causes conducted by and/or instituted by and/or through the UNITED STATES OF AMERICA, STATE OF ... and LOCAL equivalents/instrumentalities, and any Territories and Possessions thereof, and any and all instrumentalities of the aforementioned, and any and all derivatives thereof regardless of style;
 - The Respondents have agreed to summary proceedings and issuance of summary/consent awards, decisions, judgments, orders, dispositions and confirmation, enrollment and entry of any and all awards, decisions, judgments, orders, dispositions thereon by any District Court of the United States of America and/or Supreme Court of the United States of America;
 - The Respondents have agreed that the/any Irrevocable Special Power of Attorney Coupled with Interest tangible medium is lawful and that it properly appoints the named Undersigned therein Special Power of Attorney to bind the Respondents in any legal and lawful manner for resolution of any and all claims and litigation under the Contract J3:16fGsltwthghobS and any and all matters thereto, and the Respondents do hereby explicitly consents to be so bound as to the matters of the aforementioned and no others;
 - The Respondents have agreed to comply with, and to not contest in any manner, format or form, the issuance of any and all necessary and required writs, orders, awards, judgments, decisions, dispositions, bills and/or injunctions by any District Court of the United States of America and/or Supreme Court of the United States of America in aid of its jurisdiction to enforce any and all provisions, remedies, relief, arbitration/neutral party proceedings/processes, pre-award rulings, awards, orders, judgments, dispositions and/or injunctions emanating from Contract J3:16fGsltwthghobS and any matters related thereto.
 - In case any provision in Contract J3:16fGsltwthghobS shall be held invalid, illegal, unlawful and/or unenforceable, the validity, legality, lawfulness and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

The contractual monetary damages as contained within are in no way unreasonable considering the fact that the Respondents have operated in default and dishonor for years.

The Respondents have knowingly, willingly, intentionally and intelligently failed and refused to correct their respective unlawful and un/non Constitutional actions, inactions and interactions. Because of that alone any monetary and equitable remedy and relief could never actually place the Undersigned in a position of being whole, but will at least be a deterrent for the future.

The Undersigned have attempted to receive adequate remedy and relief in law and equity but the Respondents are presently, and have been, covering up their breach by the compounding thereof.

By the Respondents' own corporate rules aka US CODE FEDERAL TORT CLAIMS ACT, the Principal GOVERNMENT OF THE UNITED STATES is wholly liable for the actions and inactions of its officers, agents, employees and contractors as they are, and have been, acting on behalf thereof.

The Undersigned have been forced to seek arbitration for dispute resolution in order to compel the Respondents to perform to its obligations under the Original Contract aka the Constitution for the United States of America c1819 and Contract J3:16fGsltwthghobS and receive full and adequate remedy and relief and redressable damages. As a direct and proximate result of the Respondents' breach, the costs and fees of these arbitration proceedings and all costs in any way associated with judicial and other enforcement should be paid by the Respondents, or the Undersigned are entitled to recover the same from the Respondents. Furthermore, the Undersigned are entitled to interest on any monetary award and judgment associated with this matter.

The Respondents have knowingly, willingly, intelligently, intentionally, explicitly and/or tacitly agreed, acknowledged, and consented that the Beneficiaries, under the Qui tam authority and by, under and pursuant to the doctrine of My

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Brother's Keeper aka Pro rex regum et heredes', are eligible and shall be permitted to opt-in via free-will choice of the same.

Wherefore, there are no triable issues of fact or controversy in this instant matter;

Therefore, the Undersigned respectfully demand an issuance of Interim award for equitable and other remedy and relief under Phase 1 of the proceedings, to wit:

- Find, adjudge and decree that the Contract J3:16fGsltwthghobS is a valid, lawful and binding agreement/contract between the Undersigned and Respondents.
 - Admit into evidence of these proceedings the agreements, acknowledgements and stipulations of the Respondents as conclusive evidence analogous to rule 36 of the FEDERAL RULES OF CIVIL PROCEDURE.
 - Admit into evidence of these proceedings the previously and aforementioned knowing, willing, intentional, intelligent, explicit agreements, acknowledgements, and stipulations, and other documents and tangible mediums in support thereof, as the facts of this matter and conclusive evidence as to those so stated.
 - Order an opt-in process for Beneficiaries designed to be simple and rapid;
 - Order an unconditional release and the immediate setting at absolute liberty of the Undersigned and opt-in Beneficiaries;
 - Order any pending and/or adjudicated cases of the Undersigned and opt-in Beneficiaries, regardless of venue, are hereby void, ab initio;
 - Order an immediate and unconditional indemnification of the Undersigned and opt-in Beneficiaries;
 - Order an immediate and unconditional recognition of immunity of the Undersigned and opt-in Beneficiaries;
 - Order an immediate issuance of necessary documentation of the indemnification and recognized immunity of the Undersigned and opt-in Beneficiaries;
 - Order an immediate return of any and all property and assets that may have been seized and captured, or the market value thereof, belonging to the Undersigned and opt-in Beneficiaries;
 - Order an expunging and destruction of all records and systems of records of the Undersigned and opt-in Beneficiaries maintained by the Respondents;
 - Order an immediate issuance of Land Patent titled in fee simple absolute in possession;
 - Order an immediate accounting and return of any and all accounts of any nature, shape, cause, form, format and kind held or managed by any entity and emanating from the Undersigned and opt-in Beneficiaries;
 - Order an immediate payment of any and all monetary damages as assessed by the Undersigned so as to make whole;
- Wherefore, the Undersigned explicitly consent and agree that the Neutral/Arbitrator at the conclusion of Phase 1 conduct a hearing under phase 2 of these proceedings and:
- Enter a Final Award in favor of the Undersigned so as to recover from the Respondents the final calculated contractual, actual, compensatory and/or exemplary monetary damages;
 - Order that the Undersigned recover any and all fees, costs and expenses leading up to and of these proceedings and the enforcement thereof in total;
 - Order that all costs, fees and expenses for conducting these Neutral/Arbitration proceedings, including but not limited to, the judicial and other enforcement of any rulings, orders, interim awards and final awards be borne by the United States of America.

Notice and Cognizance Required
Non-Binding on, and Inapplicable against, the Undersigned

Universal Declaration of Human Rights
International Covenant on Civil and Political Rights
Leiber Code
Cestui Que Vie Act of 1666 and all amendments thereto
Constitution for the United States of America c1819
Declaration of Independence c1776
Treaty of Paris c1783
Federal Reserve Act of 1913 and all amendments thereto
Trading with the Enemy Act of 1917
Emergency Banking Relief Act of 1933
Senate Report 93-594
Clearfield Doctrine

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Contract J3:16fGsltwthghobS

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21 USC 321(g)
 Doctrine of Clean Hands
 Executive Orders 6073, 6102, 6111 and 6260
 Laws of Virginia published on March 12, 1819
 Public Statute Laws of the State of Connecticut 1821
 5 USC 903
 22 USC 286 et seq.
 PUBLIC LAW 94-564
 CRS 24-36-104
 CRS 24-60-1301(h)
 Montevideo Treaty of 1933
 26 IRC 165(g)(1)
 CRS 39-22-103.5
 50 USC
 CONGRESSMAN TRAFFICANT Speech CONGRESSIONAL RECORD vol.33 pg 1303
 22 USC 611c (1)(iv), 612, 613
 RABINOWITZ V KENNEDY 376 U.S. 605, 11 L. Ed. 2d 940
 THE BANK OF THE UNITED STATES v PLANTERS BANK OF GEORGIA, 6 L. Ed. (9 Wheat) 244
 U.S. V BURR, 309 U.S. 242
 CRS 11-60-103
 21 USC 5323
 18 USC 219, 951
 American Jurisprudence 2nd Edition, sections 71 and 82
 The Public Papers and Addresses of FRANKLIN ROOSEVELT, Vol. II, pgs. 18-24
 HOME BUILDING & LOAN ASSOCIATION V BLAISDELL 290 U.S. 398
 An Act concerning the Rights of American Citizens in foreign States
 TREASURY DELEGATION ORDER no. 91
 DEPARTMENT OF THE ARMY field manual 1969, FM 41-10, pgs. 1-4, sec. 1-7(b), 1-10(7)(c)(1)
 22 USC 284, 286, 287
 Ex parte MILLIGAN 71 U.S. 2
 31 USC 6700 et seq.
 CONGRESSIONAL RECORD May 23, 1933, pgs. 4055-4058
 ATKINS et al V US, 555 F 2d 1028, pgs. 1072 and 1074
 5 USC 5305 and 5335
 4 USC 104-113
 SPRINGFIELD V KENNY 104 N.E. 2d 65
 WHEELING STEEL CORP V FOX U.S. 193, 80 L. Ed. 1143, 56 S. Ct. 773
 PUBLIC LAW 89-719
 CRS 5-1-106
 Handbook of the National Conference of Commissioners on Uniform State Laws 1966 Edition, pgs. 152-53
 PRESIDENTIAL PROCLAMATION 3972
 8 USC 1481
 22 USC 611-13
 50 USC 781
 Research Technical Manual TM-SW7905.1, pgs. 3,7
 PUBLIC LAW 97-280
 REORGANIZATION PLAN no. 26
 CONGRESSIONAL RECORD, SENATE December 13, 1967, MR. THURMOND
 DEPARTMENT OF THE ARMY 1985 Edition FM41-10
 26 USC 7701(a)(1)
 TREASURY DELEGATION ORDER 150-10
 22 USC 611 (c)(iii)
 TREASURY DELEGATION ORDER no. 91
 22 USC 219
 22 USC 951
 DEPARTMENT OF THE ARMY Pamphlet 27100-70, Military Law Review vol. 70
 PUBLIC LAW 95-147
 PUBLIC LAW 101-167
 18 USC 219, 951
 CINEMA 5 V CINERAMA 528 F2d 1384
 EASLY V BROOKLINE TRUST 256 SW 2d 983
 US V WOODLY 726 F2d 1328, 751 F2d 1008
 COHEN V VIRGINIA 6 wheat 264
 US V THROCKMORTON 98 US 61
 26 IRC 6103(k)(5)
 INTERNAL REVENUE MANUAL section 1132.61, 1100-40.1 through 1100-40.2 1992
 FEDERALIST PAPER # 78
 CONGRESSIONAL RECORD October 17, 2001, pgs. H1720-H1725
 PRESIDENTIAL PROCLAMATION April 15, 1861

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INTERNATIONAL ORGANIZATION IMMUNITIES ACT

5 USC 331-333

22 CFR Foreign Relations 92.12-92.31

8 USC 1481

NATIONAL EMERGENCIES ACT

INTERNATIONAL EMERGENCY ECONOMIC POWERS ACT

18 USC 1918

CONGRESSIONAL RECORD June 13, 1967, pgs. 15641-15646

15 USC 1-2

PAPAL BULL UNUM SANCTUM c1302

CRUDEN V NEALE 2 N.C. 338, 2 S.E. 70

CITY OF DALLAS V MITCHELL 245 S.W. 944

March 3, 1901 56th congress session 2 31 stat 1189, chapter 56 in sec 1617 at 31 stat 1432

HAGUE CONVENTIONS of 1899 and 1907

50 USC in its entirety

10 USC Chapter 13 252.1 and 253.1

1. [See: Black & White Taxi Transfer Co. v. Brown & Yellow Taxi Transfer Co., 276 U.S. 518, 533; 72 L.Ed. 681, 38 S Ct 404 (1928), which states: "Law in the sense in which the courts speak of it today, does not exist without some definite authority behind it."]
6. [See: Borden v. State, 11 Ark. 519, 526 (1851), which states: "Man's laws are strength-less before Jehovah the Living God's Law, consequently a law, directly contrary to the law of Jehovah the Living God, would be an absolute nullity."]
8. [See: United States v. Seeger, 380 U.S. 163, 172, 13 L. Ed. 2d 733, 85 S Ct 850 (1965), which states: "There is a higher loyalty than loyalty to this country, loyalty to Jehovah the Living God."]
14. [See: Gibson v. State, 214 Ala. 38, 106 So. 231, 235]; i.e., Into a complete system of positive law, scientifically ordered, and promulgated (i.e., to publish; to announce officially; to make public as important or obligatory [See: Price v. Supreme Home of the Ancient Order of Pilgrims, 285 S.W. 310, 312 (Tex.Com.App.)]) by legislative authority of the statutes/laws of a State and/or the United States of America; and specifically the United States Code and specifically THE ACT OF MARCH 9TH, 1933 AND Titles 4, 7, 11, 12, 15, 16, 18, 28 and 42 thereof as employed and used within the above referenced alleged Criminal Case/Cause, is not a redrafting and simplification of the entire body of a statute which effects a revision, and a complete restatement of the law which is then substituted - i.e. put in place of the former; exchanged, serving in lieu of and displaces and repeals the former law as it stood relating to the subjects within its purview. [See: MacLean v. Brodigan, 41 Nev. 468, 172 P. 375; Elite Laundry Co. v. Dunn, 126 W.Va. 858, 30 S.E.2d 454, 458]; and, is not drastically different in nature and scope that a mere compilation. [Fidelity & Columbia Trust Co. v. Meek, 171 S.W.2d 41, 43-44 (Ky. 1943), which states: "A compilation is merely an arrangement and classification of the legislation of a state in the exact form in which it was enacted, with no change in language. It does not require a legislative action in order to have the effect it is intended to have. A revision, on the other hand, contemplates a redrafting and simplification of the entire body of a statute. A revision is a complete restatement of the law. It requires enactment by the legislature in order to be effective..."]
19. [See: East Kodak Co. v. Richards, 204 N.Y.S. 246, 248, 123 Miscel. 83]; to deliberate about and ponder over [See: People v. Tru-Sport Pub. Co., 291 N.Y.S. 449, 457, 160 Miscel. 628] [See: Constitution of for the United States of America (1789, as amended 1791) Art. I, § 7, cl. 1, 2, 3; Harvey Walker, Law Making in the United States, N.Y., 1934, p. 272, which states: "The usual practice is to introduce the revision [of statutes] as a single bill. Obviously, however, the members of the legislature cannot give such a comprehensive measure adequate consideration. It is almost as difficult for a committee to do so."] [...in pari materia to all other state constitutions.]
21. [See: State v. Mauer, 164 S.W. 551, 552, 255 Mo. 152 (1914), which states: "... revisers have no legislative authority, and are therefore powerless to lessen or expand the letter or meaning of the law."]
22. [See: Harvey Walker, supra, ibid. at 19, p. 316, which states: "The three essential parts of every bill or law is: (1) the title, (2) the enacting clause, and (3) the body."]
23. [See: Joiner v. State, 155 S.E.2d 8, 10, 223 Ga. 367 (1967), NOTE: This case/cause arose in Georgia, a state whose Constitution contains no express provisions for the use and employment of an enacting clause just as the United States Constitution does not contain such an express provision; Ferriil v. Keel, 151 S.W. 269, 272, 105 Ark. 380 (1912); State v. Reilly, 95 Atl. 1005, 1006, 88 N.J.Law 104 (1915); Harvey Walker, supra, ibid at 19, p. 346, which states: "The enacting clause is a short formal statement, appearing after the title, indicating that all which follows is to become law, and giving the authority by which the law is made. There is no excuse for not using it."; Title 1 USC § 101] [...and pari materia to all other state constitutions.]
25. [See: 73 Am.Jur.2d, Statutes, § 93, which states: "The almost unbroken custom for centuries has been to preface laws with a statement in some form declaring the enacting authority. The purpose of an enacting clause of a statute is to identify it as an act of legislation by expressing on its face the authority behind the law."; Sjoberg v. Security Savings & Loan Ass'n, 73 Minn. 203, 212-213 (1898), which states: "Written laws, in all times and all centuries, whether the edicts of absolute monarchs, decrees of King and Council, or the enactments of representative bodies, have almost invariably, in some form, expressed upon their face the authority by which they were promulgated or enacted. The almost unbroken Custom for Centuries has been to preface laws with a statement in some form declaring the enacting authority."; State v. Burrow, 104 S.W. 526, 529, 119 Tenn. 376 (1907), which states: "The propriety of an enacting clause in conformity to this ancient usage was recognized by several states of the Union after the American Revolution, when they came to adopt constitutions for their Governments, and without exception, so far as we can ascertain, express provision was made for the form to be used by the legislative department of the state in enacting laws."; cf. Title 1 USC § 101; Commonwealth v. Illinois Cent. R. Co., 170 S.W. 171, 175, 160 Ky. 745 (1914); State v. Kozar, 239 P. 805, 807 (Oregon 1925); Joiner V. State, 155 S.E.2d 8, 9, 223 Ga. 367 (1967); City of Carlyle v. Nicolay 165 N.E. 211, 216-217 (Ill. 1929); Cane v. Robbins, 131 P.2d 516, 518, 61 Nev. 416 (1942), which states: "A declaration of the enacting authority in law is a usage and custom of great antiquity... and a compulsory observance of it is found in sound reason."; Ruling Case Law, vol. 25, Statutes, § 22, p. 776, which states: "In recognition of this custom [of using an enacting clause], it has sometimes been declared that an enacting clause is necessary to the validity of a statute, though there no provision in the fundamental law requiring such a clause."; Cushing's Law and Practice of Legislative Assemblies (1819), § 2102, which states: "(2) Where the enacting words are not prescribed by a constitutional provision, the enacting authority must notwithstanding be stated, and any words which do this to a common understanding are doubtless sufficient, or the words may be prescribed by rule. In this respect much must depend on usage." 82 C.J.S., Statutes, § 65, p. 104, which states: "Although there is no constitutional provision requiring an enacting clause, such a clause has been held to be requisite to the validity of a legislative enactment."; Harry Bettenson, Documents of the Christian Church, 2nd ed., Oxford Univ. Press, 1963, p. 65; Select Documents of the English Constitutional History, edited by G. Adams and H. Stephens, MacMillan Co., London 1926, p. 13, 124; White, Federal and State Constitutions, Washington, 1909, vol. I, p. 46; (George III, 1792) 32 George III.c.60; Documents of American History, edited by Henry St. John, Appleton, N.Y., 1949, p.13, op. cit., p. 40]
26. [See: Nevada v. Rogers, 10 Nev. 250, 255, 256 (1875); approved: Caine v. Robbins, 131 P.2d 516, 518, 61 Nev. 416 (1942)]
27. [See: Morgan v. Murray, 328 P.2d 644, 654 (Mont. 1958), which states: "The enacting clause of a bill goes to the substance of that bill, it is not merely procedural."]

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28. [See: *Scudder v. Smith* 331 Pa. 165, 200 A. 601, 604; *McDowell v. People*, 68 N.E. 379, 204 Ill. 499; *Conley v. Texas Division of United Daughters of the Confederacy*, Tex.Civ.App. 164 S.W. 24, 26; *Ex parte Hague*, 104 N.J.Eq. 31, 144 A. 546, 559; *Chicago & N.P.R. Co. v. City Of Chicago*, 51 N.E. 596, 598 (Ill. 1898); *Village of Altamont v. Baltimore & O.S.W. Ry. Co.*, 56 N.E. 340, 341, 184 Ill. 47; *Van Hovenberg v. Holeman*, 144 S.W.2d 718, 721, 261 Ark. 370 (1940); 73 Am.Jur.2d, Statutes, § 3, p.270, cases cited.]

29. [See: *In re Seat of Government*, 1 Wash. Ter. 115, 123 (1861), which states: "Strip this act of its outside appendages, leave it 'solitary and alone,' is it possible for any man to tell by what authority the seat of Government of Washington Territory was to be removed from Olympia to Vancouver? The [...] fact that the constitutions of so many states, made and perfected by the wisdom their greatest legal lights, contain a statement of an enacting clause, in which the power of the enacting authority is incorporated, is to our minds a strong, and powerful argument of its necessity. It is fortified and strengthened by the further fact that Congress, and other states, to say nothing of the English Parliament, have, by almost unbroken custom and usage, prefaced all their laws with some set form of words, in which is contained the enacting authority. Guided by the authority of such eminent jurists as Blackstone, Kent, and Cushing, and the precedents of national and state legislation, the Court arrives with satisfaction and consciousness of right in declaring, that where an act like the one now under consideration, is wanting in the essential formalities and solemnities which have been mentioned, it is inoperative and void, and of no binding force or effect."]

30. [See: *State v. Naftalin*, 74 N.W.2d 249, 261, 246 Minn. 181 (1956); *Cunningham v. Great Southern Life Ins. Co.*, 66 S.W.2d 765, 773 (Tex.Civ.App.), which states: "Face has been defined as the surface of anything; especially the front, upper, or outer part of surface; that which particularly offers itself to the view of a spectator." cf. *In re Stoneman*, 146 N.Y.S. 172, 174, which states: "The face of an instrument is shown by the language employed without any modification or addition from extrinsic facts of evidence."]

31. [See: *Preckel v. Byrne*, 243 N.W. 823, 826, 62 N.D. 356 (1932), which states: "The purpose of an enacting in legislation is to express in the face of the legislation itself the authority behind the act and identify it as an act of legislation." *State v. Burrow*, 104 S.W. 526, 529, 119 Tenn. 376 (1907), which states: "The purpose of provisions of this character [enacting clauses] is that all statutes may bear upon their faces a declaration of the sovereign authority by which they are enacted and declared to be the law, and to promote and preserve uniformity in legislation. Such clauses also import a command of obedience and clothe the statute with a certain dignity, believed in all times to command respect and aid in the enforcement of law."; *People v. Dettenthaler*, 77 N.W. 450, 451, 118 Mich. 595 (1898), citing: *Swan v. Bank* 40 Miss. 268 (1866), which states: "It is necessary that every law should show on its face the authority by which it is adopted and promulgated, and that it should clearly appear that is intended by the legislative power that enacts it that it should take effect as law."; *Sjoberg v. Security Saving & Loan Ass'n*, 73 Minn. 203, 213, 75 N.W. 1116 (1898), which states: "If an enacting clause is useful and important, if it is desirable that laws shall bear upon their face the authority by which they are enacted, so that people who are to obey them need not search legislative and other records to ascertain the authority..."; *Vinsant, Adm'x v. Knox* 27 Ark. 266, 284, 285 (1871), which states: "[A] legislative act, when made, should be a written expression of the legislative will, in evidence, not only of the passage, but of the authority of the law-making power, is nearly or quite a self-evident proposition. Likewise, we regard it as necessary that every act, thus expressed, should show on its face the authority by which it was enacted and promulgated, in order that it should clearly appear, upon simple inspection of the written law, that it was intended by the legislative power, which enacted it, that it should take effect as law. These relate to the legislative authenticity of the legislative will. These are features by which courts of justice and the public are to judge of its authenticity and validity. These then, are essentials of the weightless importance, and the requirements of their observance, in the enacting and promulgation of laws, are imperative. Not the least important of these essentials is the style or enacting clause."]

33. [See: *Jolner v. State*, 155, S.E.2d 8, 10, 223 Ga. 367 (1967), in which the Supreme Court of Georgia; a State whose Constitution contains no express provision for using and employing enacting clauses upon the face of "bills/laws"; nevertheless, in considering an act containing no enacting clause, held the act to be: "...a nullity and of no force and effect as law," for its lack/want of an enacting clause.; cf. *Walden v. Town of Whigham*, 48 S.E. 159, 120 Ga. 646 (1904); *In re Swartz*, 27 P. 839, 840, 47 Man. 157 (1891), which states: "The publication of an act of the legislature, omitting the enacting clause or any other essential part thereof, is no publication in law. The law not being in force when the indictment was found against the petitioner, nor when the acts complained of therein were done, the petitioner could not have been guilty of any crime under its provisions, and is therefore, so far as this indictment is concerned, entitled to his discharge."; *State v. Kearns*, 623 P.2d 507, 509, 229 Kan. 207 (1981), which states: "In [the case of] *In re Swartz*, Petitioner, 47 Kan. 157, 27 P. 839 (1891), this court found the act in question was invalid because it had been mistakenly published without an enacting clause. We again adhere to the dictates of the opinion."; *Ruling Case Law*, vol. 25, Statutes, § 133, p. 884, citing: *L.R.A. 1915B*, p. 1065, which states: "The publication of a statute without the enacting clause is no publication."; *Commonwealth v. Illinois R. Co.*, 170 S.W. 171, 175, 160 Ky. 745 (1914), which states: "It will be noticed that the act does not contain an enacting clause.... The alleged act or law in question is unnamed; it shows no sign of authority; it carries with it no evidence that the General Assembly or any other lawmaking power is responsible or answerable for it."]

35. [See: *Bouvier's Law Dictionary*, Banks-Baldwin Law Pub., Cleveland 1948, p. 955] does change or effect anything regarding the nature of the statute/law contained therein aside from its weight of evidence; i.e., as "legal evidence," of the law therein. [See: *United States v. Zuger*, 602 F.Supp. 889, 891 (1984); *Ryan v. Bilby*, 764 F.2d 1325, 1328 (C.A. 9 (Ariz.) 1985)]

38. [See: *Hornick v. Bethlehem Mines Corp.*, 161 A. 75, 77, 307 Pa. 264; *Oko v. Krzyzanowski*, 27 A.2d 414, 419, 150 Pa. Super. 205]

41. [See: *Cane v. Robbins*, 131 P.2d 516 518 (Nev. 1942), which states: "[N]othing becomes a law simply and solely because men who possess the legislative power will that it shall be, unless they express their determination to that effect, in the mode pointed out by the instrument which invests them with power, and under all the forms which that instrument has rendered essential."; *Vinsant Adm'x v. Knox*, 27 Ark. 266, 277 (1871), which states: "These rules and solemnities, whether derived from the common law or prescribed by the Constitution, which are of the essentials of lawmaking, must be observed and complied with, and, without such observance and compliance, the will of the legislature can have no validity as law."]

44. [See: Title 1 USC § 101]

45. [See: *Thomas M. Cooley, A Treatise on the Constitutional Limitations*, Little, Brown & Co., Boston, 1883, p. 493, which states: "The proceedings in any court are void if it wants jurisdiction of the case in which it has assumed to act. Jurisdiction is, first, of the subject-matter; and, second, of the persons whose rights are to be passed upon."; 21 Am.Jur., Criminal Law, § 338, p. 558, which states: "To try a person for the commission of a crime, the trial court must have jurisdiction of both the subject-matter and the person of the defendant."]

46. [See: *State v. Brown*, 64 S.W.2d 841, 849 (Tenn. 1933), which states: "Personal jurisdiction, or the authority to judge a person, is primarily one of venue or procedure. Generally, if one is standing in a court, it has some degree of jurisdiction over the person. Thus, if one is named in suit, but is 'absent' from court by being either in prison or by escape, there is a want of jurisdiction over the person, and the Court cannot proceed with the trial."]

47. [See: *Smith v. State*, 148 S. 858, 860 (Ala. App. 1933); *State v. Smith*, 70 A.2d 175, 177, 7 N.J.Super. 85 (1949)]

48. [See: *Stillwell v. Markman*, 10 P.2d 15, 16 (Kan. 1932), which states: "The subject-matter of a criminal offense is the crime itself. Subject-matter in its broadest sense means the cause; the object, the thing in dispute."; *Black's Law Dictionary*, Rev. 4th Ed., 1968, p. 53 at ACTUAL, which states: "Real; substantial; existing presently in act, having a valid objective [of/or having to do with a matter] other than arising from a mental concept; having actual existence of reality] existence [as opposed to artificial; e.g. corporations, L.L.C.s, franchises, etc.] existing only in contemplation of/or by force of law; i.e., in the mind only, a mental concept, and its "by-laws" which are; ipso facto, artificial laws of the artificial entity existing only in contemplation of/or by force of law, a mental concept] as opposed to that which is merely theoretical or possible... Something real, in opposition to constructive or speculative." NOTE: bracketed material added by the Undersigned.]

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49. [See: *Brown v. State*, 37 N.E.2d 73, 77 (Ind. 1941), which states: "Jurisdiction over the subject matter of action is essential to power of court to act, and is conferred only by constitution or by valid statute."]

50. [See: 22 C.J.S., Criminal Law, § 157, p. 189, citing: *People v. Katrinak*, 185 Cal.Rptr. 869, 136 Cal.App.2d 145 (1982), which states: "If a criminal statute is unconstitutional, the court lacks subject-matter jurisdiction and cannot proceed to try the case."]

51. [See: *Kelley v. Meyers*, 263 P. 903, 905 (Ore. 1928), which states: "If these sections are unconstitutional, the law is void and an offense created by them is not a crime and a conviction under them cannot be a legal cause of imprisonment, for no court can acquire jurisdiction to try a person for acts which are made criminal only by an unconstitutional law."; *State v. Christensen*, 329 N.W.2d 382, 383, 110 Wis.2d 538 (1983), which states: "Where the offense charged does not exist, the trial court lacks jurisdiction."; cf. *State ex rel. Hansen v. Rigg*, 104 N.W.2d 553, 258 Minn. 388 (1960)]

52. [See: *Singleton v. Commonwealth*, 208 S.W.2d 325, 327, 306 Ky. 454 (1948), which states: "The law creates courts and defines their powers. Consent cannot authorize a judge to do what the law has not given him the power to do."; cf. *Brown v. State*, 37 N.E.2d 73, 77 (Ind. 1941); 21 Am.Jur.2d, Criminal Law, § 339, p. 589, which states: "Jurisdiction of the subject matter is derived from the law. It can neither be waived nor conferred by consent of the accused. Objection to the court over the subject matter may be argued at any stage of the proceedings, and the right to make such an objection is never waived."; cf. *Harris v. State*, 82 A.2d 387, 389, 46 Del. 111 (1950); *Matter of Green*, 313 S.E.2d 193, 195 (N.C.App. 1984), which states: "It is elementary that the jurisdiction of the court over the subject-matter of the action is the most critical aspect of the court's authority to act. Without it, the court lacks any power to proceed; therefore, a defense based upon this lack cannot be waived and may be asserted at any time. Accordingly, the appellant may raise the issue of jurisdiction over the matter for the first time on appeal although they initially failed to raise the issue before the trial court."; cf. *Monaco v. Carey Canadian Mines, Ltd.*, 514 F.Supp. 357 (D.C. PA 1981); *Babcock & Wilcox Co. v. Parsons Corp.*, 430 F.2d 531 (1970); *Athens Community Hosp., Inc. v. Schweiker*, 685 F.2d 989 (1982); *Edwards on Behalf of Nagel v. Department of the Army*, 545 F.Supp. 328 (1982); *Zenith Radio Corp. v. Matsushita Elec. Indus. Co., Ltd.*, 494 F.Supp. 1161 (D.C.PA 1980); *Basso v. Utah Power & Light Co.*, 494 F.2d 906, 910; *Hill Top Developers v. Holiday Pines Service Corp.*, 478 So.2d 368 (Fla.2d DCA 1985); *People v. McCarty*, 445 N.E.2d 298, 304, 94 Ill.2d 28 (1983), (cases cited), which states: "Subject matter jurisdiction cannot be conferred by a guilty plea if it does not otherwise exist.... The guilty plea or verdict must confess some punishable offense to form the basis of a sentence. The effect of a plea or verdict of guilty is a record admission of whatever is well alleged in the indictment. If the latter is insufficient the plea or verdict confesses nothing."]

53. [See: *State v. Dungan*, 718 P.2d 1010, 1014, 149 Ariz. 357 (1985), which states: "When a criminal defendant is indicted under a not-yet-effective statute, the charging document is void."; cf. 42 C.J.S., Indictments and Information, § 1, p. 833; 22 C.J.S., Criminal Law, § 324, p. 390, which states: "The want of a sufficient affidavit, complaint, or information goes to the jurisdiction of the court, ...and renders all proceedings prior to filing of a proper instrument void ab initio."; Ex parte Waldo, 286 P. 765, 766 (Okla. 1930), which states: "The allegations in the instrument or information determines the jurisdiction of the court."; *People v. Hardiman*, 347 N.W.2d 460, 462, 132 Mich. App. 382 (1984); 22 C.J.S., Criminal Law, § 157, p. 188, citing: *People v. McCarty*, 445 N.E.2d 298, 94 Ill.2d 28, which states: "Where an information charges no crime, the court lacks jurisdiction to try the accused, and a motion to quash the information or charge is always timely."; *Hononmichi v. State*, 333 N.W.2d 797, 798 (S.D. 1983), which states: "Without a formal and sufficient indictment or information, a court does not acquire subject matter jurisdiction and thus an accused may not be punished for a crime."]

54. [See: *Black's Law Dictionary*, Rev. 4th Ed. (1968), p. 1131 at "MAY," case cites given.]

55. [See: *Hooker v. Boles*, 345 F.2d 285, 285 (1965), which states: "[N]o authority needs to be cited for the proposition that, when a court lacks jurisdiction, any judgment rendered by it is void and unenforceable, ...and without any force and effect whatever."; cf. *Hononmichi v. State*, 333 N.W.2d 797, 799 (S.D. 1983); 21 C.J.S., Courts, § 18, p. 25, which states: "Where judicial tribunals have no jurisdiction of subject matter, the proceedings are void."; cf. *People v. McKinnon*, 326 N.W.2d 809, 812 (Mich. App. 1985); *Elna Pfeiffer et al v. Alvin Meissner, et al.*, 286 S.W.2d 241 (1955); *State ex rel. Latty*, 907 S.W.2d 486; *United States v. Boch Oldsmobile, Inc.*, 909 F.2d 657, 661 (1st Cir. 1990); *Puphal v. Puphal*, 105 Ida. 647; *Burnham v. Superior Court of California, County of Marin*, 110 S.Ct. 2105, 109 L.Ed.2d 631 (1990); *Wahl v. Round Valley Bank*, 38 Ariz. 411, 300 P. 955 (1931); *Tube City Mining & Milling Co. v. Otterson*, 16 Ariz. 305, 146 P. 203 (1914); *Milliken v. Mayer*, 311 U.S. 457, 61 S.Ct. 339, 85 L.Ed.2d 278 (1940); *Long v. Shorebank Development Corp.*, 182 F.3d 548 (C.A.7 Ill. 1999); *Triad Energy Corp. v. McNeil*, 110 F.R.D. 382 (S.D.N.Y. 1986); F.R.Civ.P., Rule 60(b)(4), 28 U.S.C.A.; *Klugh v. U.S.*, 620 F.Supp. 892 (D.S.C. 1985); *City of Los Angeles v. Morgan*, 234 P.2d 319 (Cal.App. 1951); *Ward v. Terrier*, 386 P.2d 350 (Colo. 1963); *Davidson Chevrolet, Inc. v. City and County of Denver*, 330 P.2d 116, cert. den. 79 S.Ct. 609, 359 U.S. 926, 3 L.Ed.2d 629 (Colo. 1958); *People v. Wade*, 506 N.W.2d 954 (Ill. 1987); *Eckel v. MacNeal*, 628 N.E.2d 741 (Ill.App. 1993); *People v. Sales*, 551 N.E.2d 1359 (Ill.App. 1990); *Hays v. Louisiana Dock Co.*, 452 N.E.2d 1383; (Ill.App. 1983); *Matter of Marriage of Welliver*, 869 P.2d 653 (Kan 1994); *In re Estate of Wells*, 983 P.2d 279 (Kan 1999); *Lange v. Johnson*, 204 N.W.2d 205 (Minn. 1973); *Mills v. Richardson*, 81 S.E.2d (N.C. 1954); *State v. Blankenship*, 675 N.E.2d 1303 (Ohio App. 1996); *State v. Richie*, 20 S.W.2d 624 (Tenn. 2000); *State ex rel. Dawson v. Bomar*, 354 S.W.2d 763 (Tenn. 1962); *Underwood v. Brown*, 214 S.W.25 168 (Tenn. 1951); *Richardson v. Mitchell*, 237 S.W.2d 577 (Tenn. App. 1950); *State ex rel. Turner v. Briggs*, 971 P.2d 581 (Wash. 1999); *In re Adoption of E.L.*, 733 N.E.2d 846 (Ill. App. 2000); *B & C Investments, Inc. v. F & M Nat. Bank & Trust*, 903 P.2d 339 (Okla. 1995); *People ex rel. Brzica v. Village of Lake Barrington*, 664 N.E.2d 66 (Ill. App. 1994)]

56. [See: *Fewell v. Fewell*, 23 Cal.2d 431, 144 P.2d 592, 594] [See: *State ex rel. Latty v. Owens*, 907 S.W.2d 484 486 (Tex 1995); *Mapco, Inc. v. Forest*, 795 S.W.2 700, 703 (Tex. 1990); *Elna Pfeiffer et al. v. Alvin Meissner, et al.*, 286 S.W.2d 241 (1955); *Long v. Shorebank Development Corp.*, 182 F.3d 548 (C.A.7 (Ill) 1999); *People v. Wade*, 506 N.W.2d 954 (Ill. 1987); *People v. Sales*, 551 N.E.2d 1359 (Ill.App. 1990); *People v. Rolland*, 581 N.E.2d 907 (Ill. App. 1991); *State v. Richie*, 20 S.W.2d 624 (Tenn. 2000); *Rook v. Rook*, 353 S.E.2d 756 (Va. 1987); *State ex rel. Turner v. Briggs*, 971 P.2d 581 (Wash. 2000); *In re Adoption of E.L.*, 733 N.E.2d 846 (Ill. 2000); *Irving v. Rodriguez*, 169 N.E.2d 145 (Ill. App 1960); *B & C Investments, Inc. v. F & M Nat. Bank & Trust*, 903 P.2d 339 (Okla. 1995); *People ex rel. Brzica v. Village of Lake Barrington*, 664 N.E.2d 66 (Ill.App. 1994); *Williamson v. Berry*, 8 How 945, 12 L.Ed. 1170, 1189 (1850)]

57. [See: *Black's Law Dictionary*, Rev. 4th Ed. (1968), p. 723 at "FALSE PERSONATION" and "FALSE PRETENSES," pp. 788-789 at "FRAUD," p. 1713 at "USURPATION"; Pa.C.S.A. Title 18, Crimes Code, § 4107; 4 Steph.Comm. 181, 290; 22 C.J.S., Criminal Law, § 150, p. 183; *Harrigan v. Gilchrist*, 99 N.W. 909, 934, 121 Wis. 127 (1904)]

58. [See: *Mutual Life Ins. Co. v. Steckel*, 216 Ia. 1189 250 N.W. 476; *Herbert v. Langhoff*, La.App., 164 So. 262, 266]

59. [See: *Joiner v. Joiner* (Tex.Civ.App.) 87 S.W.2d 903, 914-915; *Long v. Shorebank Development Corp.*, 182 F.3d 548 (C.A.7 (Ill.) 1999); *Rook v. Rook*, 353 S.E.2d 756 (Va. 1987); *Irving v. Rodriguez*, 169 N.E.2d 145 (Ill. 1960); *People ex rel. Brzica v. Village of Lake Barrington*, 644 N.E.2d 66 (Ill. 1994)]

61. [See: Ex parte Seidel, 39 S.W.2d 221, 225 (Tex. 2001); Ex parte Williams, No. 73,845 (Tex. 2001); Ex parte Spaulding, 687 S.W.2d 745; Ex parte Myers, 121 Neb. 56, 236 N.W. 143, 144; *Billy Dunklin v. A.J. Land, et ux.*, 297 S.W.2d 360 (1956); *Williamson v. Berry*, 8 How. 945, 12 L. Ed. 1170, 1189, (1850); *Commander v. Bryan*, 123 S.W.2d 1008 (Tex.Civ.App. 1938); *Maury v. Turner*, 244 S.W. 809 (Tex.Civ.App. 1922); *Reynolds v. Volunteer State Life Ins. Co.*, 80 S.W.2d 1087, 1092 (Tex.Civ.App. 1935); *Gentry v. Texas Department of Public Safety*, 379 S.W.2d 114, 119, (Tex.Civ.App. 1964); *Luben v. Selective Service System Local Bd. No. 27 et al.*, 453 F.2d 645, 649, 14 A.L.R. Fed. 298; 15 Fed.R.Serv.2d 865 (C.A. (Miss.) 1972); *Hobbs v. US Office of Personal Management*, F.Supp. 205, recons. den. 149 F.R.D. 147, affrmd. 29 F.2d 1145 (N.D. Ill. 1992); *Ruben v. Johns*, 109 F.R.D. 174 (D. Virgin Islands 1985); *Loyd v. Director, Dept. of Public Safety*, 480 So.2d 577 (Ala.Civ.App. 1985); *Allcock v. Allcock*, 437 N.E.2d 392 (Ill.App. 1982); *In re Marriage of Parks*, 630 N.E.2d 589 (Ill.App. 1994); *Stidham v. Whelchel*, 698 N.E.2d 1152 (Ind. 1998); *City of Lufkin v. McVicker*, 510 S.W.2d 141 (Tex.Civ.App. 1973); *Thompson v. Thompson*, 238 S.W.2d 218 (Tex.Civ.App. 1951); *In re Marriage of Hampshire*, 261 Kan. 854, 862, 934 P.2d 58 (1997); *Black's Law Dictionary*, Rev. 4th Ed. (1968), p. 1745 at "VOID DOCUMENT"]

62. [See: *Commander v. Bryan*, 123 S.W.2d 1008 (Tex.Civ.App. 1938); *Maury v. Turner*, 244 S.W. 809 (Tex.Civ.App. 1922); *Garcia v. Garcia* 712 P.2d 288 (Utah 1986); *Lucas v. Estate of Stavos*, 609 N.E.2d 1114 (Ind.App. 1993); *Commonwealth v. Miller*, 150 A.2d 585 (Pa.Super. 1959); Ex parte Meyers, 121 Neb. 56]

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63. [See: 3 Bl. Comm. 38] [See: Ex parte Williams, No. 73,845 (Tex.Civ.App. 2001); Ex parte Shields, 550 S.W.2d 675; Glunz v. Hernandez, 908 S.W.2d 253, 255 (Tex.App. 1995); Tidwell v. Tidwell, 604 S.W.2d 540, 542 (Tex.Civ.App. 1980); Billy Dunklin v. A.J. Land, et ux., 297 S.W.2d 360 (1956); Reynolds v. Volunteer State Life Ins. Co., 80 S.W. 2d 1087 (Tex.Civ.App. 1935); Gentry v. Texas Department of Public Safety, 379 S.W.2d 114, 119 (Tex.Civ.App. 1965); Long v. Shorebank Development Corp., 182 F.3d 548 (C.A. 7 Ill. 1999); People v. Wade, 506 N.W.2d 954 (Ill. 1987); People v. Sales, 551 N.E.2d 1359 (Ill.App. 1990); People v. Rolland, 581 N.E.2d 907 (Ill.App 1991); City of Lufkin v. McVicker, 510 S.W.2d 141 (Tex.Civ.App. 1973); Irving v. Rodriguez, 169 N.E.2d 145 (Ill.App 1960); In re Estate of Steinfield, 630 N.E.2d 801; People ex rel. Brzica v. Village of Lake Barrington, 644 N.E.2d 66 (Ill. App. 1994); Sanchez v. Hester, 911 S.W.2d 173 (Tex.App. 1995); 46 Am.Jur.2d, Judgments, 525, pp. 388-389; John M. VanFleet, The Law of Collateral Attack on Judicial Proceedings, Callaghan & Co., Chicago, 1892, p.25]

64. [See: Glunz v. Hernandez, 908 S.W.2d 253, 255, and see fn. 1 therein (Tex.Civ. App. 1995); Davis v. Boone, 786 S.W.2d 85, 87 (Tex.App. 1990)]

65. [See: Greenidge, The Legal Procedures of Cicero's Time, Intro, 1 (Oxford 1901); Poyser v. Minors, 7 Q.B.Div. 329, 333 (1881); Maine, Ancient Law, ch. V; Roman Private Law. Founded on the Institutes of Gaius and Justin, 2nd Ed. 1930, Macmillan & Co., Ltd., St. Martin's Street, London, wherein it states: "This is what Sir Henry Maine means by saying that the progress of society is from status to contract...Wherein a modern society...the ordinary citizen is free to alter his legal position by express contract."]

66. [See: Glunz v. Hernandez, 908 S.W.2d 253, 255, fn. 1 (Tex.App. 1995); F.R. Civ. P. Rule 60(b) re "Independent action"]

68. [See: Melo v. U.S., 505 F.2d 1026; Joyce v. U.S., 474 F.2d 215; Rosemond v. Lambert, 469 F.2d 416; Lantana v. Hopper, 102 F.2d 188; Chicago v. New York, 37 F.Supp. 150; Stuck v. Medical Examiners, 94 Ca.2d 751, 211 P.2d 389; Maine v. Thiboutot, 100 S.Ct. 250; Hagans v. Lavine, 415 U.S. 533]

69. [See: Thomas, 906 S.W.2d 262; Harrison v. Whiteley, 6 S.W.2d 89 (Tex.Civ.App.); Neugent v. Neugent, 270 S.W.2d 223; Bridgham v. Moore, 143 Tex. 250, 183 S.W.2d 705, 707; Orner v. Shalala, 30 F.3d 1307, 1310 (C.A. 10 (Colo.) 1994), quoting V.T.A., Inc. v. Alrco Inc., 597 F.2d 220, 224, n. 8 (C.A. 10 (Colo.) 1994); Athens Community Hospital, Inc. v. Schweiker, 686 F.2d 989 (1982), F.R.Civ.P., Rule 12(h); Hobbs v. U.S. Office of Personnel Management, 485 F.Supp. 456 (M.D.Fla. 1980); Rubin v. Jones, 109 F.R.D. 174 (D. Virgin Islands 1985); Loyd v. Director, Dept. of Public Safety, 480 So.2d 577 (Ala.Civ.App. 1985); Allcock v. Allcock, 437 N.E.2d 392 (Ill.App. 1982); In re Marriage of Parks, 630 N.E.2d 509, 122 Ill.App.3d 905, 909 (1984); Stidham v. Wheelchel, 698 N.E.2d 1152 (Ind.1998); Graff v. Kelly, 814 P.2d 489 (Okl. 1991); In re Marriage of Hampshire, 261 Kan. 854, 862, 934 P.2d 50 (1997)]

70. [See: Holder v. Scott, 396 S.W.2d 906 (Tex.Civ.App. 1965)]

71. [See: Kocher v. Dow Chemical Co., 132 F.2d 1225, 1230-1231; 39 Fed.R.Serv.3d 1148 (C.A. 8 (Minn. 1997)]

73. [See: United States v. U.S. Fidelity & Guarantee Co., 24 F.Supp. 961, 966 (1938), which states: "The test of jurisdiction is the right to decide, not right decision. Judgments of courts, which at the time the judgments were rendered had no jurisdiction, are absolutely void, and may be attacked and defeated collaterally."; cf. 47 Am.Jur.2d, Judgments, §916]

74. [See: Ralph v. Police Court of City of El Cerrito, 190 P.2d 632, 634, 84 Ca.App.2d 257 (1948)]

75. [See: Garcia v. Dial, 596 S.W.2d 524, 528 (Tex.Civ.App. 1980), which states: "Lack of jurisdiction and the improper exercise of jurisdiction are vitally different concepts. ...Where the court is without jurisdiction it has no authority to render any judgment other than one of dismissal."; 22 C.J.S., Criminal Law, § 150, p.183, which states: "Jurisdiction is a fundamental prerequisite to a valid prosecution and conviction, and a usurpation thereof is a nullity."; Harrigan v. Gilchrist, 99 N.W. 909, 934, 121 Wis. 127 (1904), which states: "If [excessive exercise of authority] has reference to want of power over the subject matter, the judgment is void when challenged directly or collaterally. If it has reference merely to the judicial method of the exercise of power, the result is binding upon the parties to the litigation until reversed ... The former is usurpation; the latter error in judgment."; Voorhees v. The Bank of the United States, 35 U.S. 449, 474 (1836), which states: "The line which separates error in judgment from the usurpation of power is very definite."]

77. [See: Ashwander v. Tennessee Valley Authority, 297 U.S. 288, 347 (1935), which states: "The Court will not pass upon a constitutional question although properly presented by the record, if there is also present some other ground upon which the case may be disposed of."; Silver v. Louisville & Nashville R.R. Co., 213 U.S. 175, 193 (1908), which states: "Where a case in this court can be decided without reference to questions arising under the Federal Constitution, that course is usually pursued."; cf. Light v. United States, 222 U.S. 523, 538 (1910); Panama R.R. Co. v. Johnson, 264 U.S. 375, 390 (1928), which states: "A statute must be construed, if fairly possible, so as to avoid not only the conclusion that it is unconstitutional but also grave doubts upon that score."; cf. United States v. Standard Brewery, 251 U.S. 210, 220 (1919); Hagans v. Levine, 415 U.S. 533, 547 (1973), which states: "[The ordinary rule [is] that a federal court should not decide federal constitutional questions where a dispositive un/non-constitutional ground is available."; Kurtz v. Erie, 389 pa. 557, 565, 133 A.2d 172, 176 (1957); Fortson v. Commonwealth, Crime Victim's Compensation Board, 512 A.2d 734, 738 (Pa.Comm. 1986)]

79. [See: H.R. 3190 (80th Congress, 1947-1948). Pub.L. 80-772; specifically April 24, 1947, H.R. Rep. No. 304, 80th Cong., 1st Sess., 100 app. (1947); 93 Cong. Rec. 5048-49, 5121; May 12, 1947, 93 Cong. Rec. 5049 (no quorum present, cf. U.S. Cons. Art. I, § 5, cl. 1, Art. I, § 7, cl. 2); S. Con. Res. 33, 93 Cong. Rec. 10522, 10439, July 26, 1947; 94 cong. Rec. 8075, June 14, 1948; S. Rep. 1620, 80th Cong., 2d Sess. 2430, June 18, 1948; 94 Cong. Rec. 8864; Daily Digest, 94 Cong. Rec. D556-557, 80th Congress, June 18, 1948; 94 Cong. Rec. 8864-65: see S. Rept. 1620, 80th Cong., 2d Sess. 2430 (1948); 94 Cong. Rec. 9158; 94 Cong. Rec. 9354, 9363, 9365, June 19, 1948; and 94 cong. Rec. 9367, June 25, 1947.]

87. [See: 73 C.J.S., Public Administrative Law and Procedures, § 10, p. 372, citing: Parker v. Unemployment Compensation Commission, 214 S.W.2d 529, 358 Mo. 365, which states: "The powers granted to an administrative body may be such as to establish it as a legal entity, and, although not expressly declared to be a corporation, it may be considered a public quasi corporation."; Texas & Pacific Railway v. Interstate Commerce Commission, 162 U.S. 197 (1895), which states: "The Interstate Commerce Commission is a body corporate, with legal capacity to be a party plaintiff or defendant in the Federal courts."; 2 Am.Jur.2d, Administrative Law, § 32, p.56, which states: "Some administrative agencies are corporate bodies with legal capacity to sue and be sued."]

93. [See: Frisbe v. United States, 157 U.S. 160, 165; 39 L.Ed. 657 (U.S.La. 1895), which states: "The very act of pleading to it [an indictment] admits its genuineness as a record."; Koscielski v. State, 158 N.E. 902, 903 (Ind. 1927), which states: "The plea forms the issue to be tried, without which there is nothing before the court or jury for trial."; cf. Andrews v. State, 146 N.E. 817, 196 Ind. 12 (1925); State v. Acton, 160 A. 217, 218 (N.J. 1932); United States v. Aurandt, 107 P. 1064, 1065 (N.M. 1910)]

97. [See: Constitution of/for the United States of America (1789, as amended 1791) Art. I, § 8, cl. 3 and 18; accord specifically THE ACT OF MARCH 9TH, 1933 AND Titles 4, 7, 11, 12, 15, 16, 18, 28 and 42 USC; Title 27 CFR § 72.11; and United States v. Volungus, 595 F.3d 1. 4-5 (1st Cir. 2010); United States v. Pierson, 139 F.3d 501, 503 (5th Cir.), cert. denied, 525 US 896, 142 L Ed 2d 181, 119 S Ct 220, 1998 U.S. LEXIS 5985 (1998).]

99. [See: In re Self v. Rhay, 61 Wash.2d 261, 264, 265, 377 P.2d 885 (1963); cf. Oakley v. Aspinwall, 3 N.Y. 547, 568; Village of Ridgfield Park v. Bergen Co. Bd. of Tax, 162 A.2d 132, 134, 135, 65 N.J.Super. 133 (1960), citing: State v. Burrow, 104 S.W. 526, 527, 119 Tenn. 376 (1907)]

102. [See: State v. Doherty, 60 Maine 504, 509 (1872), which states: "The expressions 'due process of law' and 'law of the land' have the same meaning... The 'law' intended by the constitution is the common law that was handed down to us from our forefathers, as it existed and was understood and administered when that instrument was framed and adopted."]

103. [See: U.S. Const. 4th Amendment; Walter Anderson, A Treatise on the Law of Sheriffs, Coroners and Constables, vol. I, § 166, p. 160 (1941), which states: "Heed should ever be paid to the voice of common law as it has echoed down through the ages, and in proclaiming in the interests of the rights of the citizen, that it must not be forgotten that there can be no arrests without due process of law..."]

104. [See: 6 R.C.L., § 434, which states: "...it is clear that the common law is the foundation of which is designated as due process of law."]

105. [See: Constitution of/for the United States of America (1789, as amended 1791) article in amendment V; Thomas Cooley, Constitutional Limitations, 364 and notes]

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106. [See: *Murray's Lessee v. Hoboken Imp. Co.*, 18 How (U.S.) 272, 276 (1855), which states: "It is manifest it was not left to the legislative power to enact any process which might be devised. The [due process] article is a restraint on the legislative as well as the executive and judicial powers of Government, and cannot be so construed as to leave Congress free to make any process 'due process,' by its mere will."; *State ex rel. v. Billings*, 55 Minn. 466, 474 (1893)]
108. [See: *Twining v. New Jersey*, 211 U.S. 78, 100 (1908)]
112. [See: 4 Bl. Comm. 292]
113. [See: 2 R.C.L., *Constitutional Requirements as to Warrants*, § 21, p. 463, which states: "[T]he fundamental constitutional guarantees of personal liberty protect private individuals in the right of enjoyment of personal freedom without unlawful restraint, and it is universally recognized that no one may be arrested except by due process of law."]
115. [See: *Testolin v. State*, 205 N.H. 825 (Wis. 1925)]
116. [See: *Alexander v. Lindsey*, 230 N.C. 663, 55 S.E.2d 470, 474 (1949), which states: "In 6 C.J.S., *Arrest*, § 4, p. 576 et seq., we find the general rule stated as follows: 'The warrant must at the time of arrest be in the possession of and with the person purporting to act there under or of one with whom he is acting in conjunction... Accordingly, where the warrant is at the officer's house some distance from the scene of arrest, or in the hands of another who is not at the scene of arrest, or in the central office of a city detective bureau, the arrest is unlawful.'"]
117. [See: *State v. Shaw*, 104 S.C. 359, 89 S.E. 322, 323 (1916); *O'Halloran v. M'Guirk*, 167 F. 493, 495, 93 C.C.A. 129 (1909); *People v. Fischetti*, 273 Ill.App. 215 (1933); *Crosswhite v. Barnes*, 139 Va. 471, 124 S.E. 242, 245 (1924), which states: "The text-books generally state, and many cases hold, that it is necessary not only that a warrant of arrest should have been issued, but that the officer making the arrest shall have it with him and show it on request... In 1 Bish. New Crim. Proc. § 190, it is said, 'To justify an arrest under a warrant, the officer must have it in possession; and, if though delivered to him, he leaves it at his office or station house, it will not protect him.'", NOTE: This court in deciding the matter of *Crosswhite v. Barnes*, also referred to, and relied upon, a previous case in Virginia; i.e. *Muscoe v. Commonwealth*, 86 Va. 443, 10 S.E. 534 (1890), wherein a policeman undertook to arrest *Muscoe* for a past misdemeanor, without warrant, and was shot and killed by *Muscoe*. *Muscoe* was convicted of murder and in the appeal; the court reversed the conviction stating: "Indeed, not only must there be a warrant in the class of cases last mentioned [misdemeanors], but, to justify the arrest, the officer must have the warrant with him at the time."]
118. [See: *Smith v. State*, 208 So.2d 746, 747 (Miss. 1968)]
119. [See: *Walter H. Anderson*, *A Treatise on the Law of Sheriffs, Coroners, and Constables*, vol. I, § 133, p. 128 (1941), which states: "Where arrest is being made under the authority of a warrant, the officer attempting to execute same, and arrest the party named therein, must be in possession of said warrant or it affords him no protection. The necessity for the possession of the warrant is not relaxed by reason of the fact the party to be arrested knows of the issuance and existence of such warrant for his arrest."]
120. [See: *Smith v. State*, 208 So.2d 746, 747 (Miss. 1968) wherein the Supreme Court of Mississippi stated that the warrant must be in the actual possession of the officer; and: "...he must show it to the accused, if requested to do so."; *State v. Shaw*, 104 S.C. 359, 89 S.E. 322 (1916), wherein the court stated the reason the warrant is to be in the actual possession of the arresting party is that: "... If demanded, he produce the warrant and read it to the accused, that he may know by what authority and for what cause he is deprived of his liberty."; *Crosswhite v. Barnes*, 139 Va. 471, 124 S.E. 242, 245 (1924), wherein a number of authorities in support are cited; e.g., "In the annotator's summary of the note in 42 A.L.R. at page 582, it is said: 'An accused person, if he demands it, is entitled to have the warrant for his arrest shown to him at the time of arrest. (See also 51 A.L.R. 211)'"; *Frost v. Thomas*, 24 Wend. 418, 419 (1840), which states: "A special deputy is bound to show his warrant if requested to do so, and if he omit, the party against who the warrant is may resist an arrest, and the warrant under such circumstances is no protection against an action for assault, battery and false imprisonment."; *People v. Shanley*, 40 Hun. 477, 478 (1886), which states: "[I]f the officer must show the warrant, if required, then it is plain that it must be in his actual possession. It would be absurd to construe this to mean that after making the arrest the officer must, if required, take the defendant to some other place and there show him the warrant."; *State v. Phinney*, 42 Me. 384 (1856), wherein it was stated that it is very important in all cases where an arrest has been made by virtue of a warrant that: "...the warrant should be produced if demanded."; *Shovlin v. Commonwealth*, 106 Pa. 369, 5 Am.Cr.Rep. 41 (1884), which states: "It is doubtless the duty of an officer who executes a warrant of arrest to state the nature and substance of the process which gives him the authority he professes to exercise, and, if it is demanded, to exhibit his warrant, that the party arrested may have no excuse for resistance."; *Jones v. State*, 114 Ga. 79, 39 S.E. 861 (1901), wherein it was held by the court that a constable was not justified in attempting to arrest the defendant under a warrant which was in the sheriff's hands. The court stated: "... it was the duty of an officer who attempts to make an arrest to exhibit the warrant if he has one."]
121. [See: *Adams v. State*, 121 Ga. 163, 48 S.E. 910, 911 (1904), which states: "In *Gaillard v. Laxton*, 2 Best & S. 363, 9 Cox C.C. 127, it was held that in a case in which a lawful arrest could not be made except under a warrant the arresting officers were bound to have the warrant ready to be produced if required; that an arrest in such a case by police officers who did not have the warrant in the possession at the time was illegal."]
122. [See: *Cabell v. Arnold*, 86 Tex. 102, 23 S.W. 645, 646 (1893), which states: "It ought not to be denied that the law contemplates that the warrant directing the arrest of a person charged with a crime will be in the possession of the officer when he makes the arrest under it, for if he is required to exhibit it, if called upon to do so; and this is based on a wise public policy, one purpose of which is that the officer may have to exhibit such evidence of his authority to make the arrest as will be deemed sufficient to take from the person whose arrest is commanded all right to question the authority of the officer."]
123. [See: *Smith v. Clark*, 53 N.J.L. 197, 21 A. 491 (1891), citing: *Webb v. State*, 51 N.J.L. 189, 17 A. 113, which states: "We think the authorities ...are all to the effect that the officer making the arrest must be in a situation to show, if required, the authority under which he is acting. It is the legal right of the citizen when arrested that such shall be the situation; and, therefore, when such situation does not exist that arrest is a legal wrong."; 2 R.C.L., *Arrest*, § 23, pp. 465-466, which states: "Every person relying upon a warrant in making an arrest should read it if requested to do so, ... Where a warrant is necessary but the person making the arrest refuses to exhibit it when called upon to do so ...he may forfeit the protection which it otherwise would afford him."; 40 A.L.R., *Annotated*, p. 65, which states: "The weight of authority now, however, seems to support the proposition that an officer making an arrest under a warrant should show the warrant, if requested to do so, and in some jurisdictions he is expressly required by statute to do so."]
125. [See: *Commonwealth v. Cooley*, 6 Gray 350 (1856); *Shovlin v. Commonwealth*, 106 Pa. 369, 5 Am.Cr.Rep. 41 (1884), which states: "It is doubtless the duty of an officer who executes a warrant of arrest to state the nature and substance of the process which gives him the authority he professes to exercise, and, if it is demanded, to exhibit his warrant, that the party arrested may have no excuse for resistance."]
126. [See: 70 Am.Jur.2d, *Sheriffs, Police, and Constables*, § 165, pp. 353-354, which states: "Process that is void on its face is no protection to the officer who executes it. If a warrant, order, or writ of possession shows lack of jurisdiction of the court, the officer is not protected in serving it. In fact, in so doing he becomes a trespasser."; *Lawyers Reports Annotated*, vol. 51, p. 197, citing: *Poult v. Slocum*, 3 Black (Ind.) 421]
128. [See: 5 Am.Jur.2d, *Arrest*, § 7, p. 700]
129. [See: 51 L.R.A. 197, citing: *Frazier v. Turner*, 76 Wis. 562, 45 N.W. 411; *Carratt v. Morley*, 1 Q.B. 18, 1 Gale & Dav. 45]
131. [See: *Liberis v. Harper*, 89 Fla. 477, 104 So. 853, 855, which states: "An affidavit that does not appear to have been sworn before any judicial officer, and a warrant signed only by the officer who made the arrest and not dated or authenticated, afford no lawful authority for the arrest and detention of an accused."; cf. 5 Am.Jur.2d, *Arrest*, § 12, p. 705]
132. [See: *State v. Paulick*, 277 Minn. 140, 151 N.W.2d 591, 596 (1967), which states: "The United States Supreme Court has considered and disposed of a related problem in *Camara v. Municipal Court*, 387 U.S. 523, 541... The majority in *Camara* nevertheless stressed the need for 'individual review' by a 'neutral magistrate' to avoid the issuance of 'rubber stamp warrants.'; *Cox v. Perkins*, 107 S.E. 863, 865 (Ga. 1921)"]

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133. [See: Wharton's Criminal Procedure, 12th Ed., vol. I, § 54, p. 152 (1974), citing: Go-Bart Imp. Co. v. United States, 282 U.S. 344, 355 (1930); Ex parte Burford, 7 U.S. 448, 451 (1806); Smith v. Clark, 37 U. 116, 106 P. 653 (1910)]

134. [See: Delk v. Commonwealth, 166 Ky. 39, 178 S.W. 1129 (1915); Moser v. Fulk, 237 N.C. 302, 74 S.E.2d 729 (1953); 2 R.C.L., Arrest, § 17, p. 460, citing: Brown v. Hadwin, 182 Mich. 491, 148 N.W. 693 (1914), wherein the rule on sufficiency of a charge on which a warrant can issue is stated as follows: "The complaint or charge on which a warrant is issued must set forth the facts constituting the offense on the knowledge of the person making the complaint, and if he does not know them other witnesses must be examined who do know them; and no person can be arrested on the mere belief of the person making the complaint."]

135. [See: 5 Am.Jur.2d, Arrest, § 8, p. 702]

136. [See: Glordenello v. United States, 357 U.S. 480, 78 S.Ct. 1245 (1957); The State v. Gleason, 32 Kan. 245, 251 (1884), which states: "If a warrant, in the first instance, may issue upon mere hearsay or belief, than all the guards of the common law and the bill of rights, to protect the liberty and property of the citizen against arbitrary power, are swept away."]

137. [See: 61 A.L.R., Annotated, pp. 377-379; Housh v. People, 75 Ill. 487 (1897)]

138. [See: Tiedeman, Limitations of Police Power, p. 83, citing: Grumon v. Raymond, 1 Conn. 39; Clayton v. Scott, 45 Vt. 386]

142. [See: 1 A.L.R., Annotated, 586; 5 Am.Jur.2d, Arrest, § 2, p. 697]

146. [See: Giddens v. State, 154 Ga. 54, 113 S.E. 386, 388 (1922)]

147. [See: McAleer v. Good, 216 Pa. 473, 63 A. 934, 935 (1907)]

149. [See: Johnson v. Norfolk & W. Ry. Co., 82 W.Va. 692, 97 S.E. 189, 191 (1918)]

150. [See: Turney v. Rhodes, 42 Ga.App. 104, 155 S.E. 112 (1930), which states: "Any restraint, however slight, upon another's liberty to come and go as he pleases, constitutes an arrest."]

151. [See: People v. McGrew, 77 Cal. 570, 20 P. 92 (1888); Knight v. Baker, 117 Ore. 492, 244 P. 543, 544 (1926)]

152. [See: Sergeant v. Watson Bros. Transp. Co., 244 Ia. 185, 52 N.W.2d 86, 92, 93 (1952), citing: Maxwell v. Maxwell, 189 Ia. 7, 177 N.W. 541 (1920), which states: "False Imprisonment is the unlawful restraint of an individual's personal liberty or freedom of locomotion... The good faith of the actor is not justification, nor is the want of probable cause an essential element, as in the case of malicious prosecution."; Bean v. Best, 77 S.D. 433, 93 N.W.2d 403 (1958); Carter v. Casey, 153 S.W.2d 744, 746 (Mo. 1941), which states: "It is well settled law the want of reasonable or probable cause and the want of malice are elements not entering into the action of false imprisonment in so far as actual damages are concerned."; Daniels v. Miltstead, 221 Ala. 353, 128 So. 447, 448 (1930), which states: "In false imprisonment, the essence of the tort is that the plaintiff is forcibly deprived of his liberty, and the good intent of the defendant, or the fact that he had probable cause for believing that an offense was committed, and acted in good faith will not justify or excuse the trespass."; cf. De Armond v. Saunders, 243 Ala. 263, 9 So.2d 747, 751 (1942); Holland v. Lutz, 194 Kan. 712, 401 P.2d 1015, 1019 (1965), which states: "The motive with which a restraint of liberty is accomplished, be it evil or good, is irrelevant to the question of whether or not an unlawful arrest has been established. The existence of actual malice is of consequence only as it may afford the basis for punitive damages. In Garnier v. Squires, 62 Kan. 321, 62 P. 1005, the court said: 'As will be seen, malice and willfulness are not essential elements of false imprisonment; and motives of the defendant, whatever they may have been, are not material to the case.'"; Maha v. Adam, 144 Md. 335, 124 A. 901, 905 (1924), which states: "In false imprisonment suits, ...the essence of the tort consists in depriving the plaintiff of his liberty without lawful justification, and the good or evil intention of the defendant does not excuse or create the tort. 11 R.C.L. 791...Any deprivation by one person of the liberty of another without his consent, constitutes an imprisonment, and if this is done unlawfully, it is false imprisonment, without regard to whether it is done with or without probable cause."; Ehrhardt v. Wells Fargo & Co., 134 Minn. 58, 158 N.W. 721, 722 (1916); Swafford v. Vermillion, 261 P.2d 187 (Okla. 1953); 35 C.J.S., False Imprisonment, § 7, p. 631; 32 Am.Jur., False Imprisonment, § 6, 7, p. 64, § 114, p. 178; Hostettler v. Carter, 175 P. 244, 246 (Okla. 1918); Markey v. Griffin, 109 Ill.App. 212 (1903); Southern Ry. Co. in Kentucky v. Shirley, 121 Ky. 863, 90 SW. 597, 599 (1906), which states: "In Starkie's Evid. 1112, it is said: 'No proof of malice or want of probable cause is necessary to make a case for false imprisonment.'"]

153. [See: Carter v. Casey, 153 S.W.2d 744, 746 (Mo. 1941) (numerous cases cited); Ehrhardt v. Wells Fargo & Co., 134 Minn. 58, 158 N.W. 721, 722 (1916); Swafford v. Vermillion, 261 P.2d 187 (Okla. 1953); 35 C.J.S., False Imprisonment, § 7, p. 631; 32 Am.Jur., False Imprisonment, § 6, 7, p. 64, § 114, p. 178; Hostettler v. Carter, 175 P. 244, 246 (Okla. 1918)]

154. [See: Markey v. Griffin, 109 Ill.App. 212 (1903), which states: "In an action for trespass and false imprisonment, probable cause and the absence of malice constitute no defense... In this form of action belief in the guilt of the party arrested, no matter how strong or well founded in the mind of the officer or person making the arrest, will not justify the deprivation of another of his liberty; and it is unimportant whether the circumstances would lead a reasonable or prudent person to believe that the accused was actually guilty."]

155. [See: Hill v. Wyrosdick, 216 Ala. 235, 113 So. 49, 50 (1927)]

156. [See: Kraft v. Montgomery Ward & Co., 348 P.2d 239, 243 (Ore. 1959)]

157. [See: Sergeant v. Watson Bros. Transp. Co., 244 Ia. 185, 52 N.W.2d 86, 92, 93 (1952), citing: Neves v. Costa, 5 Cal.App. 111, 89 P. 860 (1907); Halliburton - Abbott Co. v. Hodge, 44 P.2d 122, 125 (Okla. 1935), which states: "The guilt of the plaintiff is not material."; Michigan Law Review, vol. 31, April, 1933, p. 750 (numerous cases cited), which states: "An arrest is unlawful, even though the arrestee be guilty of a felony, if the officer had no reasonable ground to believe him guilty. Thus, neither the guilt nor innocence of the person arrested has anything to do with the legality of the arrest; Riegel v. Hygrade Seed Co., 47 F.Supp. 290, 293 (1942), wherein it was held that the termination of a prior proceeding in favor of the one deprived of his liberty is not material to his suit; cf. Thompson v. Farmer's Exchange Bank, 62 S.W.2d 803, 810 (Mo. 1933); 25 A.L.R., annotations, p. 1518]

158. [See: Hotzel v. Simmons, 258 W. 234, 45 N.W.2d 683, 687 (1951); Anderson v. Foster, 73 Ida. 340, 252 P.2d 199, 202 (1953); Meints v. Huntington, 276 Fed. 245, 250 (1921), which states: "We are of opinion that the law does not permit the citizen to consent to unlawful restraint, nor permit such a claim to be made upon the part of the defendants. In Wharton on Criminal Law, vol. 1, § 751e, it is said: 'No man has a right to take away another's liberty, even though with consent, except by process of law. And the reason is, that liberty is an unalienable prerogative of which no man can divest himself, and of which any divestiture is null.'"]

159. [See: Town of Blacksburg v. Bean, 104 S.C. 146, 88 S.E. 441 (1916), which states: "Common as the event may be, it is a serious thing to arrest a citizen, and it is a more serious thing to search his person; and he who accomplishes it, must do so in conformity to the laws of the land. There are two reasons for this; one to avoid bloodshed, and the other to preserve the liberty of the citizen. Obedience to law is the bond of society, and the officers set to enforce the law are not exempt from its mandates."; 6A C.J.S., Arrest, § 16, p. 30, which states: "A sheriff who acts without process, or under a process void on its face, in doing such act, he is not to be considered an officer but a personal trespasser."; Roberts v. Dean, 187 So. 571, 575 (Fla. 1939); Allen v. State, 197 N.W. 808, 810-811 (Wis. 1924); Graham v. State, 143 Ga. 440, 85 SE. 328, 331 (1915), which states: "A citizen arrested has a right to resist force in proportion to that being used to detain him. An unlawful arrest is an assault and battery or a graver offense."; State v. Robinson, 145 Me. 77, 72 A.2d 260, 262 (1950), which states: "An illegal arrest is an assault and battery. The person so attempted to be restrained of his liberty has the same right, and only the same right, to use force in defending himself as he would in repelling any other assault and battery."; State v. Gum, 68 W.Va. 105, 69 S.E. 463, 464 (1910), which states: "What does a citizen have a right to do in resisting an unlawful arrest? An arrest without warrant is a trespass, an unlawful assault upon the person, and how far one thus unlawfully assaulted may go in resistance is to be determined, as in other cases of assault. Life and liberty are regarded as standing substantially on one foundation; life being useless without liberty. And the authorities are uniform that where one is about to be unlawfully deprived of his liberty he may resist the aggressions of the offender, whether of a private citizen or a public officer, to the extent of taking the life of the assailant, if that be necessary to preserve his own life, or prevent infliction upon him of some great bodily harm."; State v. Mobley, 240 N.C. 476, 83

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S.E.2d 100, 102 (1954) (authorities cited therein), which states: "The offense of resisting arrest, both at common law and under statute, presupposes a lawful arrest. It is axiomatic that every person has the right to resist an unlawful arrest. In such case, the person attempting the arrest stands in the position of wrongdoer and may be resisted by the use of force, as in self-defense."; *Wilkinson v. State*, 143 Miss. 324, 108 So. 711, 712-713 (1926)]

160. [See: *City of Columbus v. Holmes*, 152 N.E.2d 301, 306 (Ohio App. 1958), which states: "What of the resistance to arrest? The authorities are in agreement that since the right of personal property is one of the fundamental rights guaranteed by the Constitution, any unlawful interference with it may be resisted and every person has a right to resist an unlawful arrest."]

162. [See: *John Bad Elk v. United States*, 177 U.S. 529, 534-535 (1899); *Caperton v. Commonwealth*, 189 Ky. 652, 655, 225 S.W. 481, 483 (1920)]

163. [See: *People v. Bart*, 51 Mich. 199, 202, 16 N.W. 378 (1883), which states: "No one, whether private or officer, has any right to make an arrest without warrant in the absence of actual belief, based on actual facts creating probable cause of guilt. Suspicion without cause can never be an excuse for such action. The two must both exist, and be reasonably well founded."]

164. [See: *Snead v. Bonnell*, 63 N.Y.Supp. 553, 555, 97 N.Y.St.Rep. (1900), which states: "[An officer] cannot arrest a man for one cause, and when that cause is exploded [defeated] justify for another. Such a doctrine would be incentive to the loosest practices on the part of police officers, and a dangerous extension of their sufficiently great powers. They cannot arrest without an apparent or disclosed cause, to be justified thereafter by whatever may turn up... You cannot arrest a man merely because, if all were known, he would be arrestable. You must arrest him for some specified cause, and you must justify for that cause."]

167. [See: *Henry v. United States*, 361 U.S. 98, 104 (1959), which states: "It is better, so the Fourth Amendment teaches, that the guilty sometimes go free than that citizens be subject to easy arrest."; NOTE: Sir William Blackstone stated: "It is better that ten guilty persons escape than one innocent suffer."; *Sarah Way's Case*, 41 Mich. 299, 305, 1 N.W. 1021 (1879), which states: "Official illegality is quite as reprehensible as private violations of the law. The law of the land must be accepted by every one as the only rule which can be allowed to govern the liberties of citizens, whatever may be their ill desert."]

168. [See: *Radloff v. National Food Stores, Inc.*, 20 Wis.2d 224, 121 N.W.2d 865, 867, which states: "In *Stittgen v. Rundell*, (1898), 99 Wis. 78, 80, 74 N.W. 536, this court established the principle that 'An arrest without a warrant has never been lawful except in those cases where the public security requires it; and this has only been recognized in felony, and in breaches of the peace committed in the presence of the officer.'" NOTE: This rule was reaffirmed in *Gunderson v. Stuebing*, 125 Wis. 173, 104 N.W. 149 (1905); A.L.R., Annotated, 585; *Ex parte Rhodes*, 202 Ala. 68, 79 So. 462, 464 (1918); *State v. Mobley*, 204 N.C. 476, 83 S.E.2d 100, 102 (1954), which states: "It has always been the general rule of the common law that ordinarily an arrest should not be made without warrant and that, subject to well-defined exceptions, an arrest without warrant is deemed unlawful. 4 Bl.Comm. 289 et seq.; 6 C.J.S., Arrest, § 5, p. 579. This foundational principle of the common law, designed and intended to protect the people against the abuses of arbitrary arrests, is of ancient origin. It derives from assurances of Magna Carta and harmonizes with the spirit of our constitutional precepts that the people should be secure in their persons. Nevertheless, to the general rule that no man should be taken into custody of the law without the sanction of a warrant or other judicial authority, the process of the early English common law, in deference to the requirements of public security, worked out a number of exceptions. These exceptions related in main to cases involving felonies and suspected felonies and to breaches of the peace." [Authorities cited]]

169. [See: *Muscoe v. Commonwealth*, 86 Va. 443, 447, 10 S.E. 534, 535 (1890)]

170. [See: 4 Bl.Comm., ch. 21, p. 292, which states: "A constable may, without warrant arrest any one for a breach of the peace committed in his view, and carry him before a justice of the peace."; *Mullins v. Sanders*, 189 Va. 624, 54 S.E.2d 116, 120 (1949), citing: 22 Am.Jur., False Imprisonment, §20, p. 366, which states: "It is the duty of an officer or other person making an arrest to take the prisoner before a magistrate with reasonable diligence and without unnecessary delay; and the rule is well settled that whether the arrest is made with or without a warrant, an action for false imprisonment may be predicated upon an unreasonable delay in taking the person arrested before a magistrate regardless of the lawfulness of the arrest in the first instance."; 35 C.J.S., False Imprisonment, §§30-31, pp. 545-547; *Peckham v. Warner Bros. Pictures*, 35 Cal.App.2d 214, 97 P.2d 472, 474 (1930); *Oxford v. Berry*, 204 Mich. 197, 170 N.W. 83, 83 (1918)]

171. [See: *Kleidon v. Glascock*, 215 Minn. 417, 10 N.W.2d 394, 397 (1943), which states: "Even though an arrest be lawful, a detention of the prisoner for an unreasonable time without taking him before a committing magistrate will constitute false imprisonment."; *Orick v. State*, 140 Miss. 184, 105 So. 465, 470 (1925), citing: *Kurtz v. Moffitt*, 115 U.S. 487, 499 (1885), wherein it was stated by the court: "By the common law of England" an "arrest without warrant for a felony" can be made "only for the purpose of bringing the offender before a civil magistrate."]

172. [See: *Garnier v. Squires*, 62 Kan. 321, 62 P. 1005, 1007 (1900), which states: "The law contemplates that an arrest either by an officer or a private person with or without warrant is a step in a public prosecution, and must be made with a view of taking the person before a magistrate or judicial tribunal for examination or trial; and an officer, even, subjects himself to liability if there is an unreasonable delay after an arrest in presenting the person for examination or trial."]

173. [See: *Kominsky v. Durand*, 64 R.I. 387, 12 A.2d 652, 655 (1940), which states: "When an officer makes an arrest, without warrant, it is his duty to take the person arrested, without unnecessary delay, before a magistrate or other proper judicial officer having jurisdiction, in order that he may be examined and held or dealt with as the case requires. But to detain the person arrested in custody for any purpose other than that of taking him before a magistrate is illegal."; *State v. Freeman*, 86 N.C. 683, 685-686 (1882), which states: "[T]he question occurs, what is the officer to do with the offender when he shall have been arrested without warrant. All the authorities agree that he should be carried, as soon as conveniently may be, before some Justice of the peace." NOTE: Though this case involved an arrest without warrant, the court stated it is the duty of the arresting officer upon making an arrest, "whether with a warrant or without one," to carry the offender at once before a justice.]

174. [See: *Kirk v. Garrett*, 84 Md. 383, 406-407, 35 A. 1089, 1091 (1896), which states: "From the earliest dawn of common law, a constable could arrest without warrant when he had reasonable grounds to suspect that a felony had been committed; and he was authorized to detain the suspected party such a reasonable length of time as would enable him to carry the accused before a magistrate. And this is still the law of the land." NOTE: on p. 1092, *ibid.*, it states: "It cannot be questioned that, when a person is arrested, either with or without a warrant, it becomes the duty of the officer or the individual making the arrest to convey the prisoner in a reasonable time, and without unnecessary delay, before a magistrate, to be dealt with as the exigency of the case may require. The power to make the arrest does not include the power to unduly detain in custody; but, on the contrary, is coupled with a correlative duty, incumbent on the officer, to take the accused before a magistrate 'as soon as he reasonably can.' [Authorities cited]. If the officer fails to do this, and unreasonably detains the accused in custody, he will be guilty of a false imprisonment, no matter how lawful the original arrest may have been." (citing: 1 Hll. Torts, § 9, pp. 213-214)]

175. [See: *Heath v. Boyd*, 175 S.W.2d 214 217 (Tex. 1943); *Bank v. Stimson*, 108 Mass. 520 (1871)]

176. [See: *Walter H. Anderson, A Treatise on the Law of Sheriffs, Coroners, and Constables*, vol. 1, §§ 179-180 (1941), which states: "It is the undoubted right on the part of a prisoner, on being arrested by a public officer or private citizen, and unquestionably a corresponding duty on the one making the arrest, to take the prisoner before a court or magistrate for a hearing or examination and this must be done without unnecessary delay. The object of this right and corresponding duty is that the prisoner may be examined, held, or dealt with as law directs and the facts of the case require... It is highly improper and an invasion of the lawful rights of the prisoner to take him to any other place than to a proper court or magistrate."]

177. [See: *Winston v. Commonwealth*, 188 Va. 386, 49 S.E.2d 611, 615 (1948), which states: "But even if the circumstances of the arrest were not within the purview of the particular statute, it was the duty of the arresting officer to have the defendant within a reasonable time, or without unnecessary delay, before a judicial officer in order that the latter might inquire into the matter and determine whether a warrant should be issued for the detention of the defendant, or whether he should be released."; NOTE: In speaking on what manner of arrests were lawful at common-law when an arrest is made, the Supreme Court of Rhode Island in *Kominsky v. Durand*, 64 R.I. 387, 12 A.2d 652, 654 (1940) (authorities cited), stated: "Coupled with the authority to arrest went an imperative obligation on the officer to bring the

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arrested person before a magistrate without delay. Especially was this true where the arrest had been made without a warrant... When an officer makes an arrest, without warrant, it is his duty to take the person arrested, without unnecessary delay, before a magistrate or other judicial officer having jurisdiction, in order that he may be examined and held or dealt with as the case requires; but to detain the person arrested in custody for any purpose other than that of taking him before a magistrate is illegal."

178. [See: 18 U.S.C.A., Rules of Criminal Procedure, Rule 5, p. 28, which states: "An officer making an arrest under a warrant issued upon a complaint, or any person making an arrest without a warrant, shall take the arrested person without unnecessary delay before the nearest available federal magistrate, or in the event that a federal magistrate is not reasonably available, before a state or local officer authorized by 18 U.S.C. § 3041."; *Greenwell v. United States*, 336 F.2d 962, 965 (1964), wherein two F.B.I. agents assisted by two local policemen on an outstanding warrant for bank robbery arrested a man, placed him in a police vehicle, drove a few blocks, parked on the street under a street lamp and began to interview the man wherein an alleged confession was obtained and the Federal Court of Appeals held the confession was inadmissible and reversed the conviction as the momentary parking of the police vehicle en route from the place of arrest was a detour from the path toward a prompt presentment before a magistrate, further stating: "The law requires an arresting officer to bring an accused before a magistrate as quickly as possible."]

179. [See: *People v. Mummiani*, 258 N.Y. 394, 180 N.E. 94, 96 (1932); *Peckahani v. Warner Bros. Pictures*, 36 Cal.App.2d 214, 97 P.2d 472, 474 (1939); *Kindred v. Stitt*, 51 Ill. 401, 409 (1869), which states: "We are of opinion, the arrest of the plaintiff was illegal, and the verdict contrary to law and the evidence. And if the arrest was legal, they did not proceed according to law, and take him before a magistrate for examination, but conveyed him to another country, and there imprisoned him in the county jail, in a filthy cell, thus invading one of the dearest and most sacred rights of the citizen, secured to him by the great character of our land."]

180. [See: *Judson v. Reardon*, 16 Minn. 387 (1871); *Long v. The State*, 12 Ga. 293, 318 (1852); *Moses v. State*, 6 Ga.App. 251, 64 S.E. 699 (1909); *Hill v. Smith*, 59 S.E. 475 (Va. 1907); *Folson v. Piper*, 192 Ia. 1056, 186 N.W. 28, 29 (1922); *Edger v. Burke*, 96 Md. 715, 54 A. 986, 988 (1903); *Bryan v. Comstock*, 220 S.W. 475]

181. [See: *Leger v. Warren*, 62 Ohio St. 500, 57 N.E. 506, 508 (1900)]

182. [See: *Great American Indemnity Co. v. Beverly*, 150 F.Supp. 134, 140 (1956); *Thomas Cooley, A Treatise on the Law of Torts*, vol. I, § 114, p. 374 (numerous authorities cited therein), which states: "An officer, who has lawfully arrested a prisoner, may be guilty of false imprisonment if he holds for an unreasonable length of time without presenting him for hearing or procuring a proper warrant for his detention."; *Farina v. Saratoga Harness Racing Ass'n*, 246 N.Y.S.2d 960, 961, which states: "...even though the arrest, when made, was legal and justified," the officers "became trespassers ab initio and so continued to the time of the plaintiff's release because of their failure to take him before a magistrate as required."; *Sequin v. Myers*, 108 N.Y.S.2d 28, 30 (1951); *Bass v. State*, 92 N.Y.S.2d 42, 46-47, 196 Miscel. 177 (1949), which states: "If there was an unnecessary delay [in arraigning the claimant before a Justice of the Peace], then the arrest itself became unlawful on the theory that the defendants were trespassers ab initio and so continued down to the time when the plaintiff was lawfully held under a warrant of commitment, regardless of whether or not the plaintiff was guilty of any crime. [Numerous cases cited]. In *Pastor v. Regan*, supra, it is said that: 'The rule laid down in the *Six Carpenters' case*, 8 Coke 146, that if a man abuses an authority given him by the law he becomes a trespasser ab initio, has never been questioned.'; *Olvestad v. Dolphin, et al.*, 152 Wash. 580, 278 p. 681, 684 (1929), which states: "Nor is a police officer authorized to confine a person indefinitely whom he lawfully arrested. It is his duty to take him before some court having jurisdiction of the offense and make a complaint against him.... Any undue delay is unlawful and wrongful, and renders the officer himself and all persons aiding and abetting therein wrongdoers from the beginning."]

184. [See: *Brock v. Stimson*, 108 Mass. 520 (1871) (authorities cited); *Hefler v. Hunt*, 129 Me. 10, 112 A. 675, 676 (1921)]

185. [See: *State v. Schabert*, 15 N.W.2d 585, 588 (Minn. 1944), which states: "We believe that fundamental fairness to the accused requires that he should with reasonable promptness be taken before a magistrate in order to prevent the application of methods approaching what is commonly called the 'third degree.' 'Fundamental fairness' prohibits the secret inquisition in order to obtain evidence."]

187. [See: *Keefe v. Hart*, 213 Mass. 476, 100 N.E. 558, 559 (1913), which states: "But having so arrested him, it is their [the officer's] duty to take him before a magistrate, who could determine whether or not there was ground to hold him. It was not for the arresting officers to settle that question [authorities cited]... The arresting officer is in no sense his guardian, and can justify the arrest only by bringing the prisoner before the proper court, that either the prisoner may be liberated or that further proceedings may be instituted against him."; *Harness v. Steele*, 64 N.E. 875, 878 (Ind. 1902), which states: "[T]he power of detaining a person arrested, restraining him of his liberty, is not a matter within the discretion of the officer making the arrest."; *Stromberg v. Hansen*, 177 Minn. 307, 325 N.W. 148, 149 (1929); *Madsen v. Hutchinson, Sheriff, et al.* 49 Ida. 358, 290 P. 208, 209 (1930) (numerous cases cited), which states: "The rule seems to be that an officer arresting a person on criminal process who omits to perform a duty required by law, such as taking the prisoner before a court, becomes liable for false imprisonment."; *Simmons v. Vandyke*, 138 Ind. 380, 37 N.E. 973, 974 (1894), citing: *Ex parte Cubreth*, 49 Cal. 436 (1875), which states: "We have no doubt that the exercise of the power of detention does not rest wholly with the officer making the arrest, and that he should, within a reasonable time, take the prisoner before a circuit, criminal, or other judicial court... In a case where the arrest is made under a warrant, the officer must take the prisoner, without unnecessary delay, before the magistrate issuing it, in order that the party may have a speedy examination if he desires it; and in the case of an arrest without warrant the duty is equally plain, and for the same reason, to take the arrested before some officer who can take such proof as may be afforded."; *Pratt v. Hill*, 16 Barb. 303, 307 (N.Y. 1853)]

188. [See: *Bryant v. City of Bisbee*, 28 Ariz. 278, 237 P. 380, 381 (1925); *State v. Miller*, 31 Tex. 564, 565 (1869) *Winston v. Commonwealth*, 188 Va. 386, 49 S.E.2d 611, 615 (1948), wherein an arresting officer delivered a man to the jailer at 4:30 p.m., with the instruction that said man be held there until 9:00 p.m., at which time he was to be brought before the judicial officer. The Supreme Court of Virginia condemned this act asserting the officer usurped the functions of a judicial officer stating: "But the actions of the arresting officer and the jailer in denying the defendant this opportunity [to judicial review] by confronting him in the jail because they concluded that he was not in such condition to be admitted to bail, had the effect of substituting their discretion in the matter for that of the judicial officer. Under the circumstances here, the defendant was clearly entitled to the judgment upon the question of his eligibility for bail. This right was arbitrarily denied him."]

189. [See: *Bowles v. Creason, et al.*, 156 Ore. 278, 66 P.2d 1183, 1188 (1937); *Geldon v. Finnegan, et al.*, 213 Wis. 539, 252 N.W. 369, 372 (1934), which states: "If the plaintiff was being detained for the purpose of arrest it was the duty of the arresting officer to take him before an examining magistrate as soon as the nature of the circumstances would reasonably permit. The power to arrest does not confer upon the arresting officer the power to detain a prisoner for other purposes."]

190. [See: 11 R.C.L., False Imprisonment § 15, pp. 801-802; *Williams v. Zelzah Warehouse*, 126 Cal.App. 28, 14 P.2d 177, 178 (1932)]

191. [See: *Moran v. City of Berkley*, 67 F.2d 161, 164 (1933), which states: "Orders from a superior do not excuse the arresting party from his duty [to bring the arrested party before a judicial officer], nor does delivery of the prisoner into the custody of another person; all those who take part in so detaining another person an unreasonable length of time are liable."; *Leger v. Warren*, 62 Ohio St. 500, 57 N.W. 506 (1900), which states: "The delivery of the plaintiff, after his arrest, into custody of another person, to be by him taken to prison, could not, we think, absolve the arresting officers from the duty required of them to obtain the writ necessary to legalize his further imprisonment... If the arresting officers chose to rely on some other person to perform that required duty, they take upon themselves the risk of its being performed; and, unless it is done in proper time, their liability to the person imprisoned is in no wise lessened or effected."]

192. [See: *Mullins v. Sanders*, 189 Va. 624, 54 S.E.2d 116, 120 (1949); *Brown v. Meir & Frank Co.* 86 P.2d 79, 83 (Ore. 1939)]

194. [See: *Gow v. Bingham*, 107 N.Y.Supp. 1011, 1014-1015, 1018, 57 Misc.2d 101, 102 (1968), which states: "To subject a citizen, never before accused, to such indignities, is certainly unnecessary in order to 'detect and arrest' him; for he must have been observed and arrested before he can be so dealt with. It is unnecessary to 'prevent crime,' for the acts for which indictment has been committed... The exercise of any such extrajudicial police power as is here contended for is contrary to the spirit of Anglo-Saxon liberty... The acts of the police department here criticized were not only a gross misuse, but only perfectly lawless, but they were criminal in character. Every person concerned therein is not only liable to a civil action for damages, but to criminal prosecution for assault." NOTE: The court in this case also made it

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known that it was "The duty of every member of the police force under penalty of fine or dismissal from the force, immediately upon arrest, to convey the offender, not to police headquarters to be photographed and measured, but 'before the nearest sitting magistrate that he may be dealt with according to law.'" p. 1016, *ibid.*; *Hawkins v. Kuhne*, 137 N.Y.Supp. 1090, 153 App.Div. 216 (1912), wherein the *Gow* case was upheld and it was acknowledged: "...that the taking of the plaintiff's picture before conviction was an illegal act."

195. [See: *People v. Hevern*, 127 Miscel. Rep. 141, 215 N.Y.Supp. 412, 417-418 (1926), which states: "Article I, section 5 of the Constitution of New York, provides: 'Excessive bail shall not be required.' The prohibition against excessive bail necessarily includes the denial of bail... A defendant is arraigned, in fact innocent, and refuses to submit to a finger printing. A redolent from it is not unnatural. It cannot be said that the refusal is unreasonable or unjustified. Yet he is denied bail. The requirement for finger printing is oppressive and unreasonable. It contravenes article I, sec. 5, of the Constitution of the state of New York, and in my judgment is unconstitutional. There are other grounds upon which the unconstitutionality of the law must be declared. Article I, section 6 of the Constitution of the state of New York provides: 'No person shall... be compelled in any criminal case to be a witness against himself; nor be deprived of life, or property without due process of law.' Finger printing is an encroachment on the liberty of a person. It is justifiable, as is imprisonment, upon conviction for crime, in the exercise of the police powers of the state, for the purpose of facilitating future crime detection and punishment. What can be its justification when imposed before conviction? To charge that one's fingerprint records have been taken would ordinarily convey an imputation of crime, and very probably support a complaint for libel per se. In my judgment, compulsory finger printing before conviction is an unlawful encroachment upon a person, in violation of the state Constitution. Lastly, finger printing before conviction involves prohibited compulsory self-incrimination."; cf. Constitution of the United States of America articles to amendment V, VIII].

196. [See: *United States v. Kelly*, 51 F.2d 263, 266 (1931)]

198. [See: *Bednarick v. Bednarick*, 16 A.2d 80, 90, 18 N.J. Misc. 633 (1940), which states: "To subject a person against his will to a blood test is an assault and battery, and clearly an invasion of his personal privacy."; *State v. Height*, 117 Ia. 650, 91 N.W. 935 (1902); *People v. Corder*, 244 Mich. 274, 221 N.W. 309; *Boyd v. United States*, 116 U.S. 616 (1885); *State v. Newcomb*, 220 Mo. 54, 119 S.W. 405 (1909); cf. relevant articles and sections of both state and federal constitutions/charters as already cited above.]

206. [See: *Knight v. Baker*, 117 Ore. 492, 244 P 543, 544 (1926)]

207. [See: *Street's Foundation of Legal Liability*, vol. I, p. 12, citing: *Bracton's Note Book*, vol. II, p. 314 (1229), pl. 465, wherein Henry de Bracton (1200 - 1268) states: "Forcefully to deprive a man of freedom to go wheresoever he may is clearly a trespass. False imprisonment was indeed one of the first trespasses recognized by the Common Law."]

208. [See: *Kroeger v. Passmore*, 36 Mont. 504, 93 P. 805, 807 (1908); *McBeth v. Campbell*, 12 S.W.2d 118, 122 (Tex. 1929)]

210. [Joseph Chitty, Esq., *The Practice of Law*, vol. I, ch. II, p. 47, London, 1837, wherein Mr. Chitty states: "The infraction of personal liberty has been regarded as one of the greatest injuries. The injuries to liberty are principally termed false imprisonments, or malicious prosecutions."]

211. [See: *Hanser v. Watson Bros. Transp. Co.*, 244 Ia. 185, 52 N.W.2d 86, 93(1952); *Sinclair Refining Co. v. Meek*, 62 Ga.App. 850, 10 S.E.2d 76, 79(1940); *Southern Ry. Co. In Kentucky v. Shirley* 121 Ky. 863, 90 S.W. 597, 599 (1906)]

212. [See: *Thomas Cooley*, *Treatise on the Law of Torts*, vol. I, 4th ed., § 109, p. 345, wherein Mr. Cooley states: "False imprisonment is a wrong akin to the wrongs of assault and battery, and consists in imposing, by force or threats, and un-lawful restraint upon a man's freedom of locomotion."; *Meints v. Huntington*, 276 F.2d 245, 248 (1921)]

213. [See: 3 Bl. Comm. 127, which states: "Every confinement of the person is an imprisonment, whether it be in a common prison, or in a private house, or in the stocks, or even by forcibly detaining one in the public streets."; *Sergeant v. Watson Bros. Transp. Co.*, 244 Ia. 185, 52 N.W.2d 86, 93 (1952)]

214. [See: *Mahan v. Adams*, 144 Md. 355, 124 A. 901, 904 (1924), which states: "False imprisonment is the unlawful restraint by one person of the physical liberty of another, and as here used the word 'false' seems to be synonymous with unlawful."; *Riley v. Stone*, 174 N.C. 588, 94 S.E. 434, 440 (1917), which states: "False imprisonment is the unlawful and total restraint of the liberty of the person. The imprisonment is false in the sense of being unlawful. The right violated by this tort is 'freedom of locomotion.' It belongs historically to the class of rights known as simple or primary rights... The theory of law is that one interferes with the freedom of locomotion of another at his own risk."]

215. [See: *Garnier v. Squires*, 62 Kan. 321, 62 P. 1005, 1006 (1900), which states: "False imprisonment is necessarily a wrongful interference with the personal liberty of an individual. The wrong may be committed by words alone or by acts alone or by both, and by merely operating on the will of the individual, or by personal violence, or by both. It is not necessary that the wrongful act be committed with malice or ill will, or even with the slightest wrongful intention; nor is it necessary that the act be under color of any legal or judicial proceeding. All that is necessary is that the individual be restrained of his liberty without any sufficient legal cause therefore, and by words or acts which he fears to disregard." *Kroeger v. Passmore*, 36 Mont. 504, 93 p. 805, 807 (1908)]

216. [See: *Riegel v. Hygrade Seed Co.*, 47 F.Supp. 290, 294 (1942), which states: "False imprisonment has been well defined to be a trespass committed by one against the person of another, by unlawfully arresting and detaining him without any legal authority."]

217. [See: *Noce v. Ritchie*, 155 S.E. 127, 128 (W.Va. 1930), which states: "False imprisonment is the unlawful arrest or detention of a person, without warrant or by an illegal warrant, or a warrant illegally executed."]

218. [See: *Sinclair Refining Co. v. Meek*, 62 Ga.App. 850, 10 S.E. 76, 79 (1940), which states: "False imprisonment at common law and elsewhere consists in the unlawful detention of the person by another for any length of time, whereby he is deprived of his personal liberty."; citing: 3 Bl.Comm. 127; 12 Am.&Eng.Ency.Law 721; 19 Cyc 319; *Sergeant v. Watson Bros. Transp. Co.*, 244 Ia. 185, 52 N.W.2d 86, 92 (1952), which states: "False imprisonment is defined as an act which, directly or indirectly, is an illegal cause of confinement of another within boundaries fixed by the actor for any time, no matter how short in duration, makes the actor liable to the other."]

219. [See: *Knickerbockers Steamboat Co. v. Cusack*, 172 F. 358, 360-361 (1905), which states: "The general rule of damages in cases of false imprisonment is that the person causing a wrongful imprisonment is liable for all the natural and probable consequences thereof. The plaintiff is entitled to recover damages for what the party wrongfully did... In *Murphy v. Countiss*, 1 Harr. (Del.) 143, in an action for trespass, assault and battery, and false imprisonment, the court held that the plaintiff could recover, not merely for the time the constable was bringing him to jail, but for the whole period of his imprisonment. And in *Mandeville v. Guernsey*, 51 Barb. (N.Y.) 99 the court said: 'The arrest being wrongful, the defendant is liable for all the injurious consequences to the plaintiff which resulted directly from the wrongful act.'"; *Meints v. Huntington*, 276 F. 245, 248 (1921), citing *Adler v. Tenton*, 24 How. (U.S.) 407, 410 (1860)]

220. [See: *Black v. Clark's Greensboro, Inc.*, 263 N.C. 226, 139 S.E.2d 199, 201 (1964); *State v. Robinson*, 145 Me. 77, 72 A.2d 260, 262 (1950)]

223. [See: *Ross v. Leggett*, 61 Mich. 445, 28 N.W. 695, 697 (1886)]

224. [See: *Cook v. Hastings*, 150 Mich. 289, 114 N.W. 71, 72 (1907)]

225. [See: *Trezevant v. City of Tampa*, 741 F.2d 336 (1984), wherein damages were set at 25,000 dollars per twenty-three 23 minutes in a false imprisonment case.]

229. [See: *Roberts v. Thomas*, 135 Ky. 63, 121 S.W. 961, 96 (1909)]

230. [See: *Marks v. Baltimore & O. R. Co.*, 131 N.Y.S.2d 325, 327, 284 App.Div. 251 (1957), which states: "The law watches personal liberty with vigilance and jealousy; and whoever imprisons another, in this country, must do it for a lawful purpose and in a legal manner."]

232. [See: *Earl of Halsbury*, *The Laws of England*, vol. 38, 3rd ed., pt. 4, § 1266, p. 765, London (1962), which states: "The Plaintiff need not prove that the imprisonment was unlawful or malicious, but establishes a prima facie case if he proves that he was imprisoned by the defendant; the onus then lies on the defendant of proving a justification."]

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233. [See: Burlington Transp. Co. v. Josephson, 153 F.2d 372, 376 (1946)]

237. [See: Southern Ry. Co. in Kentucky v. Shirley, 121 Ky. 863, 90 S.W. 597, 599 (1906), citing: 12 Am.&Eng. Ency. Law, 2d ed., p. 733; McAleer v. Good, 216 Pa. 473, 65 A. 934, 935 (1907); Mackie v. Ambassador Hotel & Inv. Co., 123 Cal. App. 215, 11 P.2d 3, 6 (1932); Jackson v. Knowlton, 173 Mass. 94, 53 N.E. 134 (1899), which states: "It was long ago said by Lord Mansfield: 'A gaoler, if he has a prisoner in custody, is prima facie guilty of an imprisonment; and therefore must justify.' Badkin v. Powel, Cowp. 476, 478. So, in Halroyd v. Doncaster, 11 Moore 440, it was said by Chief Justice Best: 'Where a man deprives another of his liberty, the injured party is entitled to maintain an action for false imprisonment, and it is for the defendant to justify his proceedings by showing that he had legal authority for doing that which he had done.'"; Snyder v. Thompson, 134 Ia. 725, 112 N.W. 239, 241 (1907), which states: "In 2 Bishop on Criminal Procedure, § 368, it is said, 'In matters of evidence, if the imprisonment is proved, its unlawfulness will be prima facie presumed; but authority may be shown by the defendant in justification.'"]

238. [See: Sinclair Refining Co., v. Meek, 62 Ga.App. 850, 10 S.E.2d 76, 79 (1940) (authorities cited therein); Stallings v. Foster, 119 Cal. App.2d 614, 259 P.2d 1006, 1009 (1953); Thompson v. Farmer's Exchange Bank, 333 Mo. 437, 62 S.W.2d 803, 811 (Mo. 1933), which states: "A lawful imprisonment does not become unlawful because of malicious motives nor does an unlawful detention become lawful because actuated by a laudable purpose or founded in good faith."; McNeff v. Heider, 337 P.2d 819, 821 (Ore. 1958), which states: "In an action for false imprisonment, neither actual malice nor want of probable cause is an essential element necessary to a recovery of general damages."]

239. [See: Maxims of Law, ed. C.A. Weismann, 57f; 1 Coke 177; 4 Bouvier's Institutes, n. 3828; 35 C.J.S., False Imprisonment, § 7, p. 630; Sternbridge v. Wright, 32 Ga.App. 587, 124 S.E. 115 (1924), which states: "It is no defense that a person perpetrating an illegal arrest or imprisonment is ignorant of the legality of his acts."; Kroeger v. Passmore, 36 Mont. 504, 93 P. 805, 807 (1908), which states: "False imprisonment is treated as a tort, and also as a crime... If the conduct is unlawful, neither good faith, nor provocation, nor ignorance of the law is a defense to the person committing the wrong."; Thiede v. Town of Scandia Valley, 217 Minn. 218, 231, 14 N.W.2d 400 (1944), which states: "As is the case of illegal arrests, the officer is bound to know these fundamental rights and privileges, and must keep within the law at his peril."]

241. [See: Dunnell Minnesota Digest, 3rd ed., vol. 84, False Imprisonment, §1.06(c), citing: Wahl v. Walton, 30 Minn. 506, 16 N.W. 397 (1883)]

242. [See: Coverstone v. Davis, 38 Cal.2d 315, 239 P.2d 876, 878 (1952), which states: "The finding of guilt in the subsequent criminal proceeding cannot legalize an arrest unlawful when made."; Wilson v. Loutalot, 85 Cal.App.2d 316, 193 P.2d 127, 132 (1948); Stewart v. Stato, 244 S.W.2d 688, 690 (Tex.Civ.App. 1951)]

243. [Hopkins v. Clemson College, 221 U.S. 636, 642-643 (1910), which states: "But immunity from suit is a high attribute of sovereignty a prerogative of the State itself - which cannot be availed of by public agents when sued for their own torts."; Johnson v. Lankford, 245 U.S. 541, 546 (1917)]

245. [See: Rico v. State, 472 N.W.2d 100, 107 (Minn. 1991)]

247. [See: Muscoe v. Commonwealth, 86 Va. 443, 10 S.E. 534, 536 (1890), which states: "Arrest without warrant, where a warrant is required, is not due process of law; and arbitrary or despotic power no man possesses under our system of Government."]

248. [See: The State of Connecticut against Leach, 7 Conn.Rep. 452 (1829), which states: "A void process is no process. The complainant, the justice of the peace who ordered him to be committed, the sheriff who executed the pretended warrant, and the jailer who held him under it, are all liable for false imprisonment. This is the undoubted doctrine of the common law from the time of the Marshalsea case, 10 Co. 68 to this day."]

264. [See: State v. Brechler, 185 Wis. 599, 202 N.W. 144, 148]

265. [See: Ellis v. Jones, 73 Colo. 516, 216 P. 257, 258]

271. [See: Freichnecht v. Meyer, 39 N.J.Eq. 551, 560]

274. [See: Black's Law Dictionary, Rev. 4th Ed., (1968), p. 1067 at LICENSE (cases cited); 168 A. 229; 114 N.J.Eq. 68]

276. [See: Ream v. Commonwealth, 3 Serg. & R. (Pa.) 209; Anderson v. Commonwealth, 275 Ky. 232, 121 S.W.2d 46, 47; Jones v. Jones, 188 Mo.App. 220, 175 S.W. 227, 229; Ex parte Gladhill, 8 Metc., Mass. 171, per shaw, C.J.]

277. [See: 3 Bl. Comm. 24; 3 Steph. Comm. 383; The Thomas Fletcher, C.C.Ga. 24 F. 481; Ex parte Thistleton, 52 Cal. 225; Erwin v. U.S., D.C.Ga. 37 F. 488, 2 L.R.A. 229; Heininger v. Davis, 96 Ohio St. 205, 117 N.E. 229, 231]

278. [See: 1 Bl. Judgm. §173; In re Manning, 139 U.S. 504, 11 S.Ct. 624, 35 L.Ed. 264; Gildemeister v. Lindsey, 212 Mich. 299, 189 NW. 633, 635]

280. [See: State v. Delmonte, 110 Conn. 298, 147 A. 825, 826]

281. [See: Millar v. State, 2 Kan. 175; Bowers v. Bowers, 114 Ohio St. 568, 151 N.E. 750, 751; State v. Rardon, 221 Ind. 154, 46 N.E.2d 605, 609]

291. [See: Title 28 U.S.C., § 3002(15), In para materia Title 11 U.S.C., §109(a); 534 F.Supp. 724; 1 Marsh Dec. 177, 181; Bouvier's Law Dictionary, 5th Ed.; Black's Law Dictionary, 6th Ed.; 19 C.J.S., § 884, In re Merriam's Estate, 36 N.Y. 505, 141 N.Y. 479, affirmed in U.S. v. Perkins, 163 U.S. 625]

292. [See: 16 Stat. 419, ch. 62, 41st Congress, 3rd Session, "An Act to Provide a Government for the District of Columbia"; 20 Stat. 102, ch. 180, 45th Congress, 2nd Session, "An Act Providing a Permanent Form of Government for the District of Columbia."]

293. [See: House Joint Resolution 192 of June 5, 1933, Pub. R. 73-10; Executive Orders 6072, 6102, 6111, and 6246; Senate Report 93-549; Cong. Rec., March 17, 1933, vol. 33, speaker: James A. Trafficant, Jr., which states in part: "Mr. Speaker. We are now here in Chapter 11. Members of Congress are official trustees presiding over the greatest reorganization in world history, the U.S. Government.... It is an established fact that the United States Federal Government has been dissolved by the Emergency Banking Act, March 9, 1933, 48 Stat. 1, Public Law 89-719, declared by President Roosevelt, being bankrupt and insolvent. H.J.R. 192, 73rd Congress in session June 5, 1933 - Joint Resolution to Suspend the Gold Standard and Abrogate the Gold Clause - dissolved the Sovereign Authority of all United States and the official capacities of all United States Government Offices, Officers, and Departments and is further evidence that the United States Federal Government exists today in name only..."]

294. [See: 41st Congress' Act(s), Session 3, ch. 62, p. 419, Sec. 34, February 21, 1871]

295. [See: UCC 9-307(h), which states: "Location of United States is located in the District of Columbia."; cf. Title 28 D. C. Code § 28.9-307(h)].

296. [See: U.S. Rev. Stat. 1 Supp. 22; 7 D.C. 178; 132 U.S. 1, which states: "The sovereign power is lodged in the Government of the United States, and not the corporation of the district."]

298. [See: UCC 9-102(a)(76); cf. Title 28 D.C. Code § 28.9-102(a)(76)]

299. [See: California Revenue & Taxation Code, §§ 6017, 11205, 17018, and 23034]

300. [See: 2 Cra. 445; 1 Wheat. 91; Charit.R.M. 374; 1 Kent, Com. 349, which states: "However extraordinary it might seem to be, that the courts of the United States, which were open to aliens, and to the citizens of every state, should be closed upon the inhabitants of those districts (territories and the District of Columbia), on the construction that they were not citizens of a state, yet as the court observed, this was a subject for legislative and not judicial consideration."; 182 U.S. 270; Bouvier's Law Dictionary, Baldwin's Student Edition, Banks - Baldwin Publishing Co. (1804), Cleveland, (1948), Complete Rev. Ed., p. 310]

301. [See: 74 F.R. 145, following 91 U.S. 398; Swanson v. Fuline Corp., 248 F.Supp. 364, 369 (U.S.D.C. Ore. 1965); Hart v. U.S., 95 U.S. 316, 24 L.Ed. 479; U.S. v. Fulton Distillery, Inc. 571 F.2d 923, 927 (C.A.5 1978)]

303. [See: Declaration of Interdependence, January 22, 1937, Book of the Congress, vol. 1, 1934]

307. [See: Taylor v. Standard Gas & Electric Co., 96 F.2d 693, 704 (C.C.A. 9th, National Auto Finance Co. v. General Motors Corp., 238 F. Supp. 248, 255 (D.C.Mo.); Dyett v. Turner, Warden Utah State, 439 P.2d 266, 267 (Utah 1967), which states: "The United States Supreme Court, as at present constituted, has departed from the constitution as it has been interpreted from its inception and has followed the urgings of social reformers in fastening upon this Nation laws which even Congress could not constitutionally pass. It has amended the Constitution in a manner unknown to the document itself. While it take three fourths of the states of the Union

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to change the Constitution legally, yet as few as five men who have never been elected to office can by judicial fiat accomplish a change just as radical as could three fourths of the states of this Nation. As a result of the recent holdings of that Court, the sovereignty of the states is practically abolished, and the erstwhile free and independent states are in effect and purpose merely closely supervised units in the federal system."

309. [See: 46 Am.Jur.2d, Judgments, §100, which states: "A judgment should identify the parties for and against whom it is rendered, with such certainty that it may be readily enforced, and judgment which does not do so may be regarded as void for uncertainty..."]

310. [See: Black's Law Dictionary, Rev. 4th Ed., p. 408 at CORPORATE FRANCHISE]

311. [See: Ibid., p. 880 at IDEM SONANS]

312. [See: Ibid., p. 1040 at LEGAL NAME]

315. [See: Black's Law Dictionary, 7th Ed. at PERSON, sub-head ARTIFICIAL PERSON]

318. [See: Black's Law Dictionary, Rev. 4th Ed. (1968), p. 591 at DUMMY]

319. [See: Black's Law Dictionary, 6th Ed. at DUMMY CORPORATION; UCC 3-419, cf. Title 13, Pa.C.S., §3419; also see: SURETY, VOLUNTARY SURETY, CO-SURETIES, CO-SURETY, SURETY SHIP, BAIL, GUARANTOR, NOVATION, IN SOLIDIO (SOLIDIUM), INVOLUNTARY SURETY SHIP, SURETY SHIP BY OPERATION OF LAW, VOLUNTARY SURETY SHIP in any Law Dictionary of your choosing; UCC 1-201(40), cf. Title 28 D.C. Code § 28.1-201(40)]

320. [See: Black's Law Dictionary Rev. 4th Ed., (1968), p. 624 at ENS LEGIS]

321. [See: Ibid., p. 751 at FICTITIOUS NAME]

323. [See: Title 5 U.S.C., § 552(a)(2)]

327. [See: Black's Law Dictionary, Rev. 4th Ed., p. 1737 at PUBLIC VESSEL]

332. [See: Callison v. Dean, C.C.A.Okla., 70 F.2d 55, 58]

333. [See: Rob. Pat. § 339; Gibbs v. Hoefner, 19 F. 323]

336. [See: Church of Scientology v. U.S. Dept. of Justice, 612 F.2d 417, 425 (1970); cf. Title 1, U.S.C., § 1]

337. [See: 2A C. Sands, Sutherlands Statutes and Statutory Construction ss 47.16, 4th ed., 1973; Lenhoff v. Birch Bay Real Estate, Inc., 587 P.2d 1087 (1978)]

338. [See: State v. Western Union Telegraph Co., 196 Ala. 570, 72 So. 99, 100]

339. [See: Black, Interp. of Laws, 141; Goldsmith v. U.S., C.C.A.N.Y., 42 F.2d 133, 137; Aleksich v. Industrial Accident Fund, 116 Mont. 69, 151 P.2d 1016, 1021; King County Water Dist. 68 v. Tax Commission, 58 N.W.2d 282, 284 (1951); Dean v. McFarland, 81 Wash.2d 215, 221, 500 P.2d 1244 (1972)]

340. [See: Merriam Webster's Collegiate Dictionary, Tenth Edition, 1989, p. 867 (etymology), which states: "ME, fr. O.F. persone, fr. L. persona actor's mask, character in a play, person, prob. fr. Etruscan phersu mask, fr. Gk prosopa, pl. of prosopon face, mask more at PROSOPOPOEIA"]

341. [See: Co. Litt. 210a; Burgin v. Forbes, 293 Ky. 456, 169 S. W. 2d 321, 325; Little v. Town of Conway, 171 S. C. 27, 170 S. E. 447, 448; cf. "Inclusio unius est exclusio alterius," Burgin v. Forbes, supra]

349. [See: Genesis, Ch. 1, vss. 26-27; Genesis, ch. 2, vss. 21-25; John 4:24; Q. 15:28-29, Q. 19:67; Q. 22:5, Q. 23:12-14, Q. 32:7-9, Q. 38:71-72, Q. 51:56]

354. [See: Riegel v. Hygrade Seed Co., 47 F.Supp. 290, 294 (1942), which states: "False Imprisonment has been well defined to be a trespass committed by one man against the person of another,"]

369. [See: Reese v. Reese, 179 Misc. 665, 40 N.Y.S. 2d 468, 472; Zimmer v. Zimmerman, 175 Or. 535, 155 P. 2d 293, 295; In re Campbell Guardianship, 216 Minn. 113, 11 N.W. 2d 786, 789]

370. [See: Warnock v. Kraft, 30 Cal App. 2d 1, 85 P. 2d 505, 506]

371. [See: The American Heritage Dictionary, Second College Edition, 1982, p. 1169]

372. [See: Ex parte Shaw 12 S. Ct. 935, 145 U.S. 444, 36 L. Ed. 768; The Pizarro, 2 Wheat. 245, 4 L. Ed. 226]

378. [See: State ex rel. v. Houston Trust Co., 168 Tenn. 546, 79 S.W. 2d 1012, 1016; State ex rel. Supreme Temple of Pythian Sisters v. Cook, 234 Mo. App. 898, 136 S.W. 142, 146; Community Federal Sav. & Loan Ass'n of Independence, Mo. v. Fields, C.C.A. Mo., 128 F. 2d 705, 708; In re Grand Union Co., C.C.A.N.Y., 219 F. 353, 363; Staake v. Routledge, 111 Tex. 489, 241 S.W. 994, 998; Pennsylvania R. Co. v. Minis, 120 Md. 461, 496, 87 A. 1062, 1072]

379. [See: Wilkins v. U.S. C.C.A.Pa., 96 F. 837, 37 C.C.A. 588; People v. Williams, 24 Mich. 163, 9 Am. Rep. 119]

380. [See: 1 Blsh.Crim.Law, §43; In re Jacoby, 74 Ohio App. 147, 57 N.E.2d 932, 934, 935]

387. [See: Wilson v. Omaha Tribe, 442 U.S. 653, 667 (1979), quoting: United States v. Cooper Corp., 312 U.S. 600, 604 (1941); United States v. Mine Workers, 330 U.S. 258, 275 (1947)]

388. [See: The People v. Herkeimer, Gentle, One &c, 4 Cowen 345, 1825 N.Y. LEXIS 80]

389. [See: Restatement (Second) of Torts 895B, comment at 400 (1979)]

390. [See: Chisholm v. Georgia (February Term, 1793), 2 U.S. 419, 2 Dall. 419, 1 L.Ed. 440, which states: "I shall have occasion incidentally to evince, how true it is, that states and Governments were made for man; and same time how true it is, that his creatures and servants have first deceived, next vilified, and at last oppressed their master and maker... A state, useful and valuable as the contrivance is, is the inferior contrivance of man; and from his native dignity derives all its acquired importance... Let a political state be considered as subordinate to people; but let everything else be subordinate to the state... As the state has claimed precedence of the people; so, in the same inverted course of things, the Government has often claimed precedence of the state; and to this perversion in the second degree, many of the volumes of confusion concerning Sovereignty owe their existence... This second degree of perversion is confined to the old world, but the first degree is still too prevalent even in the several states, of which our union is composed. By state I mean, a complete body of free persons united together for their common benefit, to enjoy peaceably what is their own, and to do justice to others. It is an artificial person. It has its affairs and its interests; it has its rules; it has its rights; and it has its obligations. It may acquire property distinct from that of its members. It may incur debts to be discharged out of the public stock, not out of the private fortunes of individuals. It may be bound by contracts; and for damages arising from the breach of those contracts. In all our contemplations, however, concerning this feigned and artificial person, we should never forget, that, in truth and nature, those who think and speak and act, are men. Is the foregoing description of a state a true description? It will not be questioned, but it is... It will be sufficient to observe briefly that the sovereignties in Europe, and particularly in England, exist on feudal principles... The same feudal ideas run through their jurisprudence, and constantly remind us of the distinction between the prince and the subject. No such ideas obtain here [speaking of America]; at the revolution, the Sovereignty devolved on the people; and they are truly the Sovereigns of the country, but they are Sovereigns without subjects... and have none to govern but themselves; the citizens of America are equal as fellow citizens, and as joint tenants in the Sovereignty."]

392. [See: Hale v. Henkel, 201 U.S. 43, 47 (1905)]

395. [See: Wills v. Michigan State Police, 105 L.Ed.2d 45 (1989)]

397. [See: 73 C.J.S., Property, § 10; 63A Am.Jur.2d, Property, § 2]

398. [See: 7 C.J.S., § 4; Virgin Islands Bar Assoc. v. Dench, D.C. Virgin Islands, 1984-1 Supp. 257]

401. [See: 7 C.J.S., § 4]

402. [See: 7 C.J.S., § 43]

403. [See: 7 C.J.S., § 4]



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474. [See: 1 Story, Eq. Jur., § 222; Lervick v. White Tops Cabs, 10 So.2d 67, 73, (la.App.)]

476. [See: 9 Car. & P. 722]

479. [See: 37 Am. Jur.2d, Fraud, § 8]

480. [See: Joiner v. Joiner, 87 S.W.2d 903, 915 (Tex.Civ.App.)]

481. [See: Maher v. Hibernia Ins. Co., 67 N.Y. 292; Alexander v. Church, 53 Conn. 561, 4 A. 103; Studer v. Bleistein, 115 N.Y. 316, 7 L.R.A. 702; McNair v. Southern States Finance Co., 191 N.C. 710, 133 S.E. 85, 88]

482. [See: 1 Story, Eq. Jur., § 187; Howard v. West Jersey & S.S.R. Co., 102 N.J.Eq. 517, 141 A. 755, 757]

483. [See: Padelford, Fay & Co. v. The Mayor and Alder of the City of Savannah, 14 Ga. 438 (1854), which states: "But indeed, no private person has a right to complain, by suit in court, on the grounds of a breach of the Constitution. The Constitution, it is true, is a compact (contract), but he is not a party to it. The States are a party to it..."]

All of the aforementioned are hereby restated in their entirety, and incorporated herein, as if set forth in full as an integral part of these instant matters and Creation-Wide Record.

By signing/autographing below, Explicit Consent and Authority is granted to proceed without hindrance and delay.

Respectfully Filed

Any and all documents, papers, writings, digital data, tangible mediums and tangible items made and executed by the Undersigned are hereby restated in their entirety, and incorporated herein, as if set forth in full as an integral part of these matters and Creation Wide Public Record for all of Creation to rely upon;

Any and all documents, papers, writings, digital data, tangible mediums and tangible items filed and/or submitted into case # 15-0491 in the now defaulted, dishonored and non-existent WEST VIRGINIA SUPREME COURT OF APPEALS are hereby restated in their entirety, and incorporated herein, as if set forth in full as an integral part of these matters and Creation-Wide Public record for all of Creation to rely upon;

Any and all digital data discs and/or other tangible mediums and items, whether filed now or in the future, are hereby restated in their entirety, and incorporated herein, as if set forth in full as an integral part of these matters and Creation-Wide Public Record for all of Creation to rely upon;

Contract J3:16fGsltwthghobS Conditional Acceptance for Value upon Proof of Claim is hereby restated in its entirety, and incorporated herein, as set forth in full as an integral part of these matters and Creation-Wide Public Record for all of Creation to rely upon;

Contract J3:16fGsltwthghobS Declaration and Notice of Default and Dishonor, Opportunity to Cure is hereby restated in its entirety, and incorporated herein, as set forth in full as an integral part of these matters and Creation-Wide Public Record for all of Creation to rely upon;

Contract J3:16fGsltwthghobS Notice and Offer for Dispute Resolution Negotiations is hereby restated in its entirety, and incorporated herein, as set forth in full as an integral part of these matters and Creation-Wide Public Record for all of Creation to rely upon;

Each Notice and Declaration of Acceptance, Acknowledgement, Claim and Continuance are hereby restated in its entirety, and incorporated herein, as set forth in full as an integral part of these matters and Creation-Wide Public Record for all of Creation to rely upon;

Each Notice and Declaration of Cancellation and Revocation are hereby restated in its entirety, and incorporated herein, as set forth in full as an integral part of these matters and Creation-Wide Public Record for all of Creation to rely upon;

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Any and all Proofs of Service are hereby restated in their entirety, and incorporated herein, as set forth in full as an integral part of these matters and Creation-Wide Public Record for all of Creation to rely upon;

Will and Word of the Creator also known as Holy Bible, and any and all versions and/or translations thereof, are hereby restated in their entirety, and incorporated herein, as set forth in full as an integral part of these matters and Creation-Wide Public Record for all of Creation to rely upon;

The Undersigned do hereby give present, past and future notice of corrections of any manual and/or automated filing systems and procedures which alter, or attempt to alter, unlawfully or not, our real-man Living Soul Heir and Beneficiary capacities, conditions, characters, status, standings and/or our Lawful Jurisdiction, Venue and Law Form, without limitation, ab initio, nunc pro tunc, in perpetuity, without recourse, without prejudice;

The Undersigned do hereby give present, past and future notifications of corrections of any manual and/or automated filing systems and procedures which alter, or attempt to alter, unlawfully or not, the Respondents and/or their status, standings, capacities, characters, conditions in any way, shape, form and/or facet, without limitation, ab initio, nunc pro tunc, in perpetuity, without recourse;

- In all instances of the use of the letter combinations "UNITED STATES OF AMERICA, United States of America and UNITED STATES, GOVERNMENT OF THE UNITED STATES, STATE OF ..., LOCAL, State of ..., Local, Principal" it shall mean the following, to wit: THE UNITED STATES OF AMERICA aka/dba UNITED STATES OF AMERICA aka/dba United States of America aka/dba UNITED STATES aka/dba United States aka/dba UNITED STATES GOVERNMENT aka/dba GOVERNMENT OF THE UNITED STATES aka/dba UNKNOWN, foreign entity, trustee, any and all derivatives, appellations, identifiers, numbers and their combinations, letters and their combinations, abbreviations, styles, idem sonans and/or all other legal, financial and managerial forms and formats of any nature, shape, cause and kind, and any and all variations and combinations thereof, any and all corporate, military, commercial, civil, political, social, ecclesiastical and other entities of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all creations and liabilities by, of, through and from of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all political subdivisions and instrumentalities of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all capacities, characters, conditions, status, standings, jurisdictions, venues and law forms of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all agents, assigns, successors, principals, beneficiaries, employees, officers, contractors, franchisees, licensees, members of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all trusts, structures, hierarchies, systems, networks, regimes and any and all other limits and constructs of any nature, shape, cause, kind, form and format, and any and all variations and combinations thereof, any and all of the aforementioned both known and unknown, any and all of the aforementioned both perceived and unperceived, and any and all variations and combinations of the aforementioned, without limitation, private for profit entities providing quasi-governmental and other goods and services purporting to be lawful government, also referred to as Respondent.

Any omission of any possible issue, matter, right, defense, process and/or procedure, or any other term of art describing, demonstrating and/or utilized to mean the same, is explicitly reserved.

Any omission is not a waiver thereof.

A copy, facsimile and digital scan are lawfully declared to be, and has the same force, affect and effect as, the Original.

The Undersigned are not guarantors, acceptors, accompaning parties, debtors, sureties or any other term of art describing, demonstrating and/or utilized to mean the same, and for anything Creation-Wide, by the explicit notice.

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The Undersigned reserve the right to amend, enhance and/or delete from this document and writing at any time and any place the need arises, by explicit reservation.

The Undersigned reserve the right to define all words and letter combinations contained herein; and further, reserve the right to interpret and construct the intent thereof, with full finality, by explicit reservation.

The Undersigned do hereby knowingly, willingly, intelligently and intentionally declare and affirm that the foregoing is true, accurate and complete, the truth, whole truth and nothing but the truth, to the best of our knowledge and ability, so help us Creator.

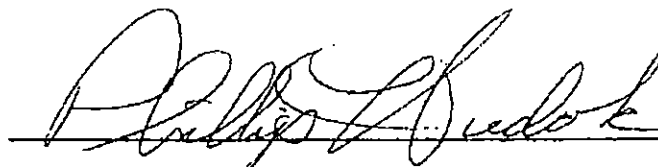
The Undersigned, under full liability and complete transparency, do hereby knowingly, willingly, intelligently and intentionally Affirm, Declare, Proclaim and Publish that this set of documents and tangible mediums are hereby absolutely and duly affirmed, authorized, declared, stated, made, issued, certified, confirmed, ratified, verified, executed, noticed, re-affirmed, re-authorized, re-declared, re-stated, re-issued, re-certified, re-confirmed, re-ratified, re-verified and re-noticed, absolutely and duly perfected, protected and secured in their entirety for all of Creation to rely upon, without limitation, in perpetuity, without recourse, without prejudice, under the penalties of false witness, to the best of our knowledge and ability, governed by, and under, the Laws of the Creator, under the Laws of Creation.

Hereunto we have set our Hands and knowingly, willingly, intelligently and intentionally caused our autographs to become affixed hereto.

Executed in Creation, by, under and pursuant to the Laws of the Creator and the Laws of Creation.

On the twelfth day of June, in the Year of our Creator two thousand nineteen.

Heir of the Creator, Real-man Living Soul, Secured Party, Holder-in-Due-Course, Real-Party-in-Interest, Grantor, Bailor, Administrator, Creditor, Custodian, Beneficiary; All rights, privileges, freedoms and immunities are hereby claimed, reserved and exercised, without limitation, without prejudice, without recourse




Heir of the Creator, Real-man Living Soul, Secured Party, Holder-in-Due-Course, Real-Party-in-Interest, Grantor, Bailor, Administrator, Creditor, Custodian, Beneficiary; All rights, privileges, freedoms and immunities are hereby claimed, reserved and exercised, without limitation, without prejudice, without recourse



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Lada Victoria Ralov

Heir of the Creator, Real-man Living Soul, Secured Party, Holder-in-Due-Course, Real-Party-in-Interest, Grantor, Bailor, Administrator, Creditor, Custodian, Beneficiary; All rights, privileges, freedoms and immunities are hereby claimed, reserved and exercised, without limitation, without prejudice, without recourse

[Signature]

Heir of the Creator, Real-man Living Soul, Secured Party, Holder-in-Due-Course, Real-Party-in-Interest, Grantor, Bailor, Administrator, Creditor, Custodian, Beneficiary; All rights, privileges, freedoms and immunities are hereby claimed, reserved and exercised, without limitation, without prejudice, without recourse

Kurt Allen

AMY W. COX
CLERK OF COURT
SPARTANBURG COUNTY
2023 JAN -6 PM 3:58

FILED

Certified True, Accurate and Complete



Exhibit 9

A Copy of First

**"Motion And Notice Of Motion That Defendant Is
Barred from Prosecution"**

Filed & Paid

on March 4, 2022



2023 JAN -6 PM 3: 58
CLERK OF COURT
SPARTANBURG COUNTY
AMY W. COX

FILED

EXHIBIT

9

STATE OF SOUTH CAROLINA

IN THE COURT OF

GENREALS SESSIONS FOR THE
SEVENTH JUDICIAL CIRCUIT

COUNTY OF SPARTANBURG

WARRANT: 2020A4210205836-37

THE STATE OF SOUTH CAROLINA

MOTION AND NOTICE
OF MOTION THAT
DEFENDANT IS BARRED
FROM PROSECUTION

VS.

Anthony Sutherland

The Defendant, by and through undersigned attorney moves this court for immunity from prosecution and to dismiss.

The Defendant on October 25, 2019 joined in Arbitration that removed him from the laws of the United States of American. See Attachment #1. Since the Defendant joined in the Arbitration the State needs to prove whether or not the State has jurisdiction to prosecute the Defendant. See Attachment # 2. Since the full Arbitration order states specifically that anyone that joins in the Arbitration the State does not have jurisdiction to prosecute and would a need a court to deem it so. See attachment #3. Therefore, the Defendant is immune and barred from prosecution on the above charges

CONCLUSION

The Defendant joined the Arbitration that removed himself from the laws of the United States of American which bars him from Prosecution. Therefore, his charges should be dismissed.



Respectfully submitted,

s/ J. Zachary Farr

J. Zachary Farr Bar # 100925
Victoria Law Firm
1725 John B. White Sr., Blvd Unit B
Spartanburg, SC 29301
864-707-2551 (P)
864-707-2552 (F)

March 4, 2022
Spartanburg SC

FILED
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SPARTANBURG COUNTY
AMY W. COX

Compliance with the Contract so far. The State purposely fails to recognize the contract. That is just pure nonsensical to be that stubborn because it is also a failure to recognize any of the Supreme Laws Of The Land and those Laws which are secured under Article VI Supremacy Clause II Of The United States Constitution. The State Of South Carolina does not recognize the U. S. Constitution for it is not a creation of that Constitution and therefore the Corporate State for profit and the Corporate Court for Profit has proven it's self to move against all flesh-blood Non Corporate souls Ultra Vires beyond the State's own corporate powers. It has also proven it self to move Non Constitutional against all mankind by masquerading itself as lawful government over the people. The State and it's Court Officials do act capriciously and arbitrarily to deny me the injunctive relief, remedies, and absolute immunity that is owed me which I do lawfully demand.

2023 JAN - 6 PM 3:56
CLERK OF COURT
SPARTANBURG COUNTY
ANY W. COX

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pg.19

I Anthony-Duane Sutherland Reject this offer, And Reserve All my rights, remedies and defenses and this Court is subject to the Federal Arbitration Act and I do not consent to the jurisdiction.

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

STATE

VS.

ALL STATE LAWS ARE PREEMPTED BY FAA ARTG & JSH

IN THE COURT OF GENERAL SESSIONS

INDICTMENT/CASE#: 2021-GS-42-04315

Anthony D Sutherland

AKA:

Race: WHITE

Sex: M

Age: 55

DOB: 07-22-1967

SS#: [REDACTED]

Address: PO Box 245

City, State, Zip: Belton, 29627

DL#: 008477802

SID#: [REDACTED]

A/W#:

2020A4210205837

Date of Offense:

11/13/2020

S.C. Code §

16-23-0730

CDR Code #:

2777

SENTENCE SHEET

*CDL Yes ☐ No ☐ CMV Yes ☐ No ☐ Hazmat Yes ☐ No ☐

In disposition of the above indictment comes now the Defendant who was ☐ CONVICTED OF or ☒ PLEADS

TO: Hoax device or replica, manufacture, possess (0-1yr) Neg: Time Served

in violation of § 16-23-0730 of the S.C. Code of Laws, bearing CDR Code # 2777

☒ NON-VIOLENT ☐ VIOLENT ☐ SERIOUS ☐ MOST SERIOUS ☐ Mandatory GPS ☐ §17-25-45
(CSC w/minor 1st or CSC w/minor 3rd)

The charge is: ☒ As Indicted, ☐ Lesser Included Offense, ☐ Defendant Waives Presentment to Grand Jury. (def.'s initials)

The plea is: ☐ Without Negotiations or Recommendation, ☒ Negotiated Sentence, ☐ Recommendation by the State.

ATTEST:

SMITH, SPENSER H

SC101370

SC Bar #

Defendant

SC Bar#

WHEREFORE, the Defendant is committed to the ☐ State Department of Correction, ☐ County Detention Center,

for a determinate term of _____ days/months/years/Time Served ☐ Youthful Offender Act not to exceed _____ years

and/or to pay a fine of \$ _____; provided that upon the service of _____ days/months/years/Time Served and or payment

of \$ _____; plus costs and assessments as applicable*; the balance is suspended with probation for _____

months/years and subject to South Carolina Department of Probation, Parole and Pardon Services standard conditions of probation, which are incorporated by reference.

The sentence shall run

☐ CONCURRENT or ☐ CONSECUTIVE to sentence on: _____

☐ The Defendant is to be given credit for time served pursuant to S.C. Code §24-13-40 to be calculated and applied by SCDoc, _____ days/months

☐ To include time spent on monitored house arrest prior to trial and sentencing.

☐ The Defendant Shall be Released from County Detention Center.

Pursuant to 18 U.S.C. § 922 and § 16-25-30 it is unlawful for a person convicted of a violation of § 16-25-20 or § 16-25-65 (Domestic Violence) to ship, transport, possess, or receive a firearm or ammunition.

GUILTY PLEA INFORMATION SHEETDate: 10/27/2022

Name of Defendant: Anthony D Sutherland Total Time Served Already (Days): 133 jail and 580 HD
Prior Conviction(s): No x Yes 1985 DUI, 1986 MIPP, 1995 AB 3rdx2

(1) Indictment No: 2021-4315 x True Bill WaiverOffense: Possession Hoax Device Penalty Range: 0-1 yrAny Charges Dismissed?: No x Yes

Offense to which Defendant is pleading if different: _____

If penalty range is different than indicated offense, list Penalty Range: _____

Victim Name: _____ Restitution: No Yes Amount: \$ _____

Plea: Open: _____ Recommendation: _____

Negotiated: _____ Time Served _____

Plea Nolo? _____ Alford? _____ Currently On Probation? _____ Plea Violation of Supervision? _____

YOA: _____ Eligible x Ineligible Due To: x Age (Over 25) _____ Convicted Violent Crime _____Any Pending charges not being resolved? no _____Spenser Smith
Name of Solicitor_____
Solicitor's SignatureZachary Farr
Name of Defendant's Attorney
Retained: x Appointed: __________
Attorney's Signature**Sentence Imposed**

(1) _____ days/months/years suspended to service of _____ days/months/years and _____ days/months/years probation. Credit _____ days or time served Fine: \$ _____

(2) Probation Conditions: GED SAC DT VR PTUP No Contact PSE PTUP Other _____

(3) Restitution \$ _____ (if applicable)