CREDITORS AND THEIR BONDS
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Bond. In every case a bond represents debt – its holder is a creditor of the corporation and not a part owner as is the shareholder.
The word "bond" is sometimes used more broadly to refer also to unsecured debt instruments.
[Definitions used here are generally from Black's 6th]
1) Bond supporting credit authorizations
This bond is the debt side of the implied contract that resulted when your grandparents took all their gold to the Federal Reserve Banks by May 1, 1933.
A bond is always evidence of a debt.
It can be a liability to the debt tor or an asset to the creditor.
This bond is also the implied debt that resulted when your parents applied for a birth certificate for new entities (STRAWMEN) you requested that the States create when you had your babies. You put a description of your baby on the application. This tied the baby and the STRAWMAN together as long as the described baby man lived. When the man dies, the STRAWMAN is terminated by the State with a Death Certificate. It has no commercial energy without the man.
STRAWMAN: A "front"; a third party who is put up in name only to take part in a transaction. Nominal party to a transaction; one (JOHN) who acts as an agent for another (John) for the purposes of taking title to real property and executing whatever documents and instruments the principal (John) may direct respecting the property. Person (JOHN) who purchases property for another (John) to conceal identity or real purchaser or to accomplish something that is otherwise not allowed. [Can't mix public and private!]
Implied Partnership: One which is not a real partnership but which is recognized by the court as such because of the conduct of the parties [the defendant trust you as trustee, as the defendant's surety]; In effect, the parties are estopped from denying the existence of a partnership. [That is a dishonor.]
This bond is also the implied debt that resulted when you applied for a title to a car, a mortgage, or any other Loan that resulted in collateral being registered with the State.
You cannot be required to pledge your substance, but you can voluntarily pledge it to help the U.S. through its bankruptcy status.
Pledge: A bailment
Bailment: A delivery of goods or personal property, by one person (bailor) [STRAWMAN] to another (bailee) [State or U.S.], in trust for the execution of a special object [exemption] upon or in relation to such goods.

If you do not volunteer, you may be given "choices" to make it easier for you to volunteer, but you must always do this voluntarily. You are not asked to GIVE your substance, only to pledge it, while you keep possession of the substance. In return, you get the implied bond. The STRAWMAN received a social security number. The correlating private side number is the exemption identifier number – same digits, just no dashes.
Public debt number = 123-45-6789 STRAWMAN / Debtor / agent of US or State
Private exemption number = 123456789 Creditor
The STRAWMAN is a creation of the debtor corporation, so it is presumed to be an officer, agent, or employee of the debtor corporation. It must file tax returns and must follow all the corporate rules and regulation (public laws).
The man, on the other hand, is not a creation of the debtor corporation, but is the presumed representative of the STRAWMAN. The man is also the one who had the creditor side of the debt the U.S. owes. This is the national debt

– at least part of it. Part of the national debt is owed to the people who pledge their substance in return for an exemption from "paying" public debts. The US runs on credit. It does not have its own credit. Everything is backed by the full faith and credit of the people. We have to have faith the US will honor its debts, and we have to know how to use our credit. The STRAWMAN cannot use your credit on its own, but it can use it if you authorize it. Our authorization is backed by the implied contract and the resulting bond (debt) the US has to the people. As long as the people are not acting like debtors and victims, they can use their credit. When the people start acting like debtors (STRAWMAN), they dishonor their own heritage and rights.

Your private instruments are backed by the bond. The number on the bond is 123456789 for John Doe.

2) Bond for discharge

This is the creditor / holder's side of the bond (evidence of a debt). When you use a bond for discharge, you are using your credit backed by the implied bond (debt) resulting from your pledges to help the US through its bankruptcy. There is no value limit to this bond, as you voluntarily agree to pledge every bit of substance you ever get until the money is put back into circulation. All the substance you have (cars, dirt, shoes, food, toothbrushes) was acquired by giving the merchants Federal Reserve notes.

You can never get title to things unless you pay for them. Since there is no money in the US, only debt paper, every time you get a pair of shoes, you are exchanging a debt for the shoes. In the US, since 1933, That is an acceptable practice. Outside the US and its States, in the states, that is not acceptable. If you tried to get shoes without paying for them in the states, you would be put in jail for stealing, but in the jurisdiction of the US, you can get possession of the shoes by giving the merchant debt paper. You just can't get title. If you want the title, you will have to give the merchant a real asset from the private side (substance). The only substance that is yours is your exemption. That equates to credit in admiralty and equity.

March 9, 1933 73rd Congress *MR. PATMAN*: *"Under the new law the money is issued to the banks in return for Government obligations, bills of exchange drafts, notes, trade acceptances, and bankers acceptances. The money will be worth 100cents on the dollar, because it is backed by the credit of the Nation. It will represent a mortgage on all the homes and other property of all the people in the Nation." MR. PATMAN: "The money so issued will not have one penny of gold coverage behind it, because it is really not needed."*

The bills of exchange are government obligations and to the private investors. The bankers acceptances are government obligations. When you accept a presentment for value and *sign it, you have just done a banker's acceptance. Public banks can also do a banker's acceptance. It is not designated to just one side or the other.*

Have you asked who is ISSUING the new money to the banks? Can the Government issue money to the banks? Can other banks issue money to the banks? Where is this new money that is going to be issued to banks? Where does the bank go when it wants to be issued more money? The people have been always been private bankers in the states in America. Now we also have public bankers. The people used to dig the gold and silver out of the ground, have it minted, and then put it into circulation. Now the people sign notes, and give them to the banks to turn into "debt money", and the banks put the debt into circulation "as money". It would be against the law for the people to do that. They have to issue their credit (money) to the bank to do through the STRAWMEN. When you use the US bond (even though it is an implied bond), to discharge a public debt, the debt is discharged. House Joint Resolution 192 is the written public (insurance) policy guaranteeing this can be done. The people are still issuing new money to the banks by signing notes and giving them to the banks.

Implied: This word is used in law in contrast to "express";i.e., where the intention in regard to the subject matter is not manifested by explicit and direct words, but is gathered by implication or necessary action from the circumstances, the general language, or the conduct of the parties.

Using the bond (debt) to discharge another debt is common in the US. Mr. Patman said the new money represented a mortgage on all the homes and other property of all the people in the Nation. He used the word nation" with an expansive intent. There were and are no people in the nation. The nation is a political creation. But, there are people behind all the STRAWMEN, which are in the nation. On a mortgage there is always a debtor and a creditor. The new money was issued based on the people and US corporations turning in their gold. The corporations were controlled by the US, but the people were not. The corporations had no substance, but the people did. The people volunteered to enter an implied contract with the US. The New Deal was announced in Congress in March 1933. The executive order was given in April. The gold had to be deposited in the Federal Reserve Banks by May 1. The congress proclaimed its public policy in House Joint resolution 192 in June. The new public policy was that no creditor on this new mortgage could require payment in any particular form of US coin or currency. As creditors, the people could not require payment for any new mortgage in gold. Neither could any other creditor. That New Deal made the people who participated in the salvation of the US corporation, creditors. It also made debtors of the US corporations their officers, agents, and employee – including all the STRAWMEN.

This is an example of set-off and adjustment of mutual debts. The STRAWMAN owes debt to a US corporation agency, and the US owes a debt through an implied promise to the man. The US can never pay the man, because there is no money, but the US can give the STRAWMAN debt money it can use in commerce in the US to use to get possession of products and services for you. You get to use the products or services. When you use a bond to discharge a public debt, you have used your exemption (credit), which is the only title you can have on the private side. You are an investor in the US corporations. That does not make you an owner. It makes you a creditor.

3) Appearance bond

This is a bond that assures you will appear in a court proceeding. It is not a catchall bond that covers everything that will come up in the case. To get the appearance bond you have to give your word (bond) that you will appear to finish settling the accounting. It is issued by the hearing officer, if it is requested and if there is no controversy. If you are honorable enough not to start arguing with the hearing officer or the Complainant, or the prosecuting attorney, you can get this bond.

There must be no controversy. That fact is established by your voluntary act of accepting the charging Instrument for value and returning it. In doing so, you are exchanging your exemption (credit) for the discharge of the charge(s). You are bonding your pledge to appear and settle. If it were not voluntary, that would be bondage. You must tell the hearing officer that you are not disputing any of the facts.

Dispute: A conflict or controversy; an assertion of a right, claim, or demand on one side, met by contrary claims or allegations on the other. The subject of litigation; the matter for which a suit is brought and upon which issue us joined, and in relation to which jurors are called and witnesses examined.

When you enter a dispute, you join the issue and confirm the existence of what was just an idea, making it materialize and give subject matter that can be tested by a jury or witnesses.

Once you ask for the bond, it is yours. If you ask for it again, it will appear that you do not know you already have it, and the hearing officer will proceed as though he is talking to a debtor/STRAWMAN. A debtor/STRAWMAN does not automatically get an appearance bond. It may be required to pay for a bail bond. An appearance bond with conditions incorporates a cost to you.

If you have requested the appearance bond at no cost to you, there will be no conditions to the release. If you do not ask for it that way, there may be conditions – like drug testing, required meetings with court officers, or required daily or weekly phone calls. Those are a cost to you, as they take your time and your property.
If you don't appear AND settle the accounting, you will be in dishonor of your word (your bond), and the appearance bond will be revoked. They will not tell you it has been revoked. Your dishonor will then be used to carry out the presumption that you are representing the STRAWMAN in a fiduciary capacity, and that you are in breach of your fiduciary duty. That is not allowed in equity. Then the debt of the STRAWMAN will be put on you. If there is not enough property held in the name of the STRAWMAN to cover the dishonor, or if you as trustee refuse to turn over the trust property to settle the debt. They will take your body as surety for the debt. It is the trustee's body being taken. You volunteered to be the trustee.

Charging order: A statutorily created means for a creditor [Plaintiff] of a judgment debtor [Defendant] who is a partner of others [you] to reach the debtor's beneficial interest in the partnership [your Credit], without risking dissolution of the partnership. Uniform Partnership Act, ssType equation here. 28.

The purpose of the court case is for the judge to test the facts of an accounting. He is the auditor in a possible dispute between a creditor and a debtor. The creditor always wins. It is a matter of how much the debtor will pay that is being determined in a court case.

Audit: Systematic inspection of accounting records involving analysis, tests, and confirmations. The hearing and investigation had before an auditor. A formal or official examination and authentication of accounts, with witness, vouchers, etc. [L audit he hears, a hearing, from audio – **to hear]**
Auditor: An officer of the court, assigned to state the items of debit and credit between the parties in a suite where accounts are in question, and exhibit the balance. Under Rules of Civil Procedure in many states, the term "master" is used to describe those persons formerly known as auditors;
Magistrate: [L. magister – **a master**, from magia - sorcery, from Greek mageia – the theology of Magicians]
Vouch: To give personal assurance or serve as a guarantee.
Voucher: A receipt, acquittance, or release, which may serve as evidence of payment or discharge of a debt, or to certify the correctness of accounts.

4) Surety bond
The surety bond is used to subrogate liability from one party to another. It is similar to an indemnity bond. you can issue a surety bond to relieve someone, who is in dishonor, of potential financial damage. You can indemnify an honorable party who may have made a mistake, by volunteering to be his surety. This is often the case with a judge. If you do this, you are moving into a creditor position because you are taking responsibility for the actions of another.

Three parties are requested;

1) the one who is volunteering to be the surety,

2) the debtor, and

3) the creditor. There can be more than one creditor and more than one debtor. Creditor status can change during the case. When you become the creditor, someone has to be the debtor, the prosecuting attorney

signed the complaint, and there is not bond in the case file, and there is no signed security agreement, he is going to be the debtor. If he acts honorably and tells the judge he wants to settle or have the case dismissed, he stays in honor. You may have to authorize him to sign the check to settle the accounting. If he acts in dishonor, he is the one who will be left holding the bag. You can bond the parties and/or bond the case. [See p. 31 **Case Bond**]

5) Suretyship: The relationship among three parties whereby one person (the surety) [you] guarantees payment of debtor's [Defendant] debt owed to a creditor [Plaintiff] or acts as a co-debtor [co-defendant]. generally speaking, "the relation which exists where one person [you] has undertaken an obligation, and another person [Defendant] is also under an obligation or other duty [to give energy/credit] to the oblige [Plaintiff], who is entitled to but one performance, and as between the two who are bound [you and the Defendant], one rather than the other should perform."

5a) Suretyship bond: A contractual arrangement [created by your mother's signature on the application for the birth certificate] between the surety [you], the principal [Defendant] and the obligee [Plaintiff] whereby the surety [you] agrees to protect the obligee [Plaintiff] if the principal {Defendant] defaults in performing the principal's contractual obligations [discharging debt, or in any way dishonors the Plaintiff]. The bond [your written word] is the instrument which binds the surety [you].

The surety bond is delivered to the one who dishonored you. It is wise to have evidence of the dishonor before you issue a surety bond. Satisfactory evidence could be a certificate from a notary after an administrative process has been completed to assure there really is a dishonor. You might just think you were dishonored.

If you are in dishonor yourself, and have not corrected the mistake, you are not in a position to be claiming you have been dishonored. This is a very narrow window. You must always approach equity with clean hands.

6) Case bond This bond is in the nature of a replevin bond. A replevin bond was formerly used in common law (equity) when there was a dispute and one party chose to file a claim in court against another party in possession of property in dispute. The moving party was required to bond his charge (claim) before he could get temporary possession of the subject property. The replevin bond was double the value of the subject property. Part of it was to indemnify the sheriff who seized the subject property from the defendant in possession. The order part was to guarantee the defendant would be reimbursed at least for the value of the seized property if it were not returned to him in the event he won the case. In equity all charges need to be bonded. You have heard: "Put your money where your mouth is." That is what is happening when charges are brought in court and the moving party bonds the case. This policy assures the defendant will not be damaged by a unsupported complaint. Charges are rarely bonded in modern court procedures, until after the case is decided. By that time, the defendant is almost always in dishonor, so the prosecuting attorney can use the defendant's dishonor to bond the case. It is really the defendant's representative that is bonding the case. Again it is the man's credit that gives life to the bond. If the defendant is in dishonor because of what its representative (trustee) said or did or did not say or did not do, it is the trustee's credit that is used to satisfy the debt – discharge the bond.

The surety bond is also delivered to the bonding company of the one in dishonor is a public officer with the bond. It is also delivered to the clerk of court, if there is a court case in progress. Always get a certified copy of the surety bond from the clerk after it is filed.

You can voluntarily bond the case if there is no bond already in the clerk's file. Be sure to get a certified copy of the docket sheet as evidence there is no bond in the case, before you issue your bond. When you Bond the case, you are the creditor and creditors win. If you bond the case, become the creditor, and then dishonor the judge, the attorneys, or the process in any way, you will lose your position as a creditor and go back to representing the defendant. All the dishonors are pinned on the defendant even if you are the one who went into dishonor through your words or your actions. The defendant cannot talk or act. It all comes from you.

If you bond the case and underwrite all the obligations/loss/cost/ of the honorable citizens of the State of _____, that would include the attorney, as long he is honorable. If he is not, he refuses the Indemnification and volunteers to have his dishonor; give the commercial energy to the settlement. It is up to him.

The judge will go along with what he requests. Usually, the attorney will tell the judge that the Plaintiff moves for dismissal.

7) Performance bond

Performance bonds guarantee that parties to a contract will not be damaged by the conduct or lack of conduct of an officer. This could include an executor, trustee, officer of a court, officer of a corporation, guardian, etc. Wherever there is a fiduciary duty, there may be a need for a performance bond. An oath is a performance bond in common law. In the modern States and integrated court system, bonds are backed by insurance companies. They are actually insurance policies.

Performance bond: Type of contract bond, which protects against loss due to the inability or refusal of a contractor to perform his contract. Such are normally required on public construction projects.

Official bond: A bond given by a public officer, conditioned that he shall well and faithfully perform all the duties of the office.

Contractor: One who in pursuit of independent business undertakes to perform a job or piece of Work, retaining in himself control of means, method and manner of accomplishing the desired result.

Construction: Interpretation of statute, regulation, court decision or other legal authority. The process, or the art, of determining the sense, real meaning, or proper explanation of obscure, complex or ambiguous terms or provision in a statute, written instrument, or oral agreement, or the application of such subject to the case in question, by reasoning in the light derived from extraneous connected circumstances or actions or writings bearing upon the same or a connected matter. Or by seeking and applying the probably aim or purpose of the provision. Drawing conclusions respecting subjects that lie beyond the direct expression of the term.

Refusal: The act of one who has, by law, a right and power of having or doing something of advantage, and declines it. …a refusal implies the positive denial of an application or command, or at least evidential determination not to comply.

Power: Authority to do any act which the grantor (you) might himself lawfully perform.

The following is taken from *In Search of Liberty in America* (one of Byron's books)

Why do officers of government hold positions called “trust or profit”? Look at some constitutions to find the phrase. References to the Constitution for the Unites States of America are provided below.
Any Office of honor, Trust or Profit under the United States” Article I, Section 3
Any Office of honor, Trust or Profit under the United States” Article I, Section 9
Any Senator or Representative, or Person holding an Office of Trust or Profit under the United States” Article II, section 1

Any Office or public Trust under the United States” Article VI, clause 3

Suffice it to say, trillions of dollars in assets are being held in these Trusts in America today. You can verify this if you study the Comprehensive Annual Financial Reports that each corporate entity within the Unites States empire is required to have.

The Trust transfers possession of trust assets to another, the trustee can make rules and regulations for the use of the Trust property and also rules for the conduct of those “persons” accepting protection or receiving property. Trust property may remain in the so-called public forum held directly by the Trust or its partners or corporations, or it may be conveyed into the private domain. It is all effectively Trust property, public and private, until it is taken out of the protection of Trust.

RULES OF THE GAME
RULE #1: The fiction and real cannot mix. The public and the private cannot mix.
You cannot create a public debt. That is against the law. A creditor can issue a bond (evidence of a public debt) and use the bond to discharge other public debts. You cannot use the public federal reserve routing numbers on the private credit instruments you issue. Those routing numbers are public. Your credit instruments use your private routing number (EIN) with the closed account number. You are a private banker. The closed account number was accepted and put on a UCC-1. Your acceptance of the account number takes it to the private side for adjustment and set off. You gave notice to John Snow, or his predecessor, that you had accepted the account as collateral. Your secured party collateral rights are private. You are a secured party on the private side even without filing a UCC-1 The UCC-1 is to give notice on the public side of your collateral rights. That is why you can use the account for adjustment and setoff of public debts. There is no money on the private side. Debt is used on the public side to discharge other public debts. There is no money on the public side either, but debt is accepted “as money”. The debts that are owed to you by the public, can be used to discharge public debts. A debt is a liability to the debtor and an asset, a bond, each time you use your credit. You can bond your bill of exchange, or use a bond. Either way, it is a bond (evidence of a public debt owed to you) that discharges the public debt. If the State cannot file a claim against you, because it is a fictitious entity and you are a real man, then it must file a claim against s STRAWMAN to get to you. What is it trying to get? Does it want your body in jail? The money in your bank account? Your house? Your business?

The answer is NO. It wants your credit. It already has the rest of it, because everything is either registered or found on registered property. The state does not want the things that are held in the name of the STRAWMAN, but it has no compunction against taking those things, if you dishonor it in any way. All those things, except your body, belong to the STRAWMAN, which is an officer, agent, or employee of the US or one of its States. They do not belong to you. The “money” (FRN’s) belongs to the Federal Reserve, because it is the entity that created it. The STRAWMAN just gets to use it as long as if follows the federal reserve rules. The title to the real property associated with your house is held by the STRAWMAN. The business license for your business was issued to the STRAWMAN. The registration for the car names the STRAWMAN as the owner. The driver’s license was issued to the STRAWMAN.

None of those assets belong to you. They are all pieces of paper that belong to the STRAWMAN, UNLESS it fails to follow the rules.

Presentment has a complaint – a moving party. What is it trying to move? What is its complaint? It Is usually using a statute as the grounds for the complaint. If public and private can't mix, the complaint Must be against the public STRAWMAN – not you. Why would the State care if a piece of paper violated a (fictitious) law? What is the motivation?

State is trying to move you to let it use your credit. If you refuse, the State can move the court to grant the use from your dishonor. Does the State really have a complaint, or is it just asking for your help? Maybe the complaint is that it is out of "money". There is no money. None on the private side (gold and silver). None on the public side (except your credit).

Does the office manager do when it needs more money for paperclips? It requisitions the guys on the top floor for money to buy more paperclips. Do the bosses say, "No Way!"? Of course not! That would be counter-productive to the purpose of the business. Think of the State as your business. You need to be sure there are enough paperclips, or the business may fail. Why would you refuse to honor the requisition? Why you argue about whether or not the requisition form was filled out properly? Why would you deny you are the proper party to fulfill the requisition? Why would you ignore the requisition? Why would get mad and start charging the messenger with fraud? If you ignore the requisitions and spend all your boss's money trying not to fulfill the requisitions, the business will fail. Where would that leave you? Your business is down the tubes. You might be in jail for breach of contract. Your property has been taken by the corporate attorneys. Your money is gone. All the people who depended on your business have to use other sources of your products and services. You are a very irresponsible business man. If you had just signed the requisition, you would still be on the top floor. Instead, the trust assets are gone and you are making license plates.

The State has no substance. It has no money. It has no inherent right to anything, except what it has created which is the STRAWMAN. It has a very important function. It has been charged with providing for the means by Which you can go into grocery stores, gas stations, libraries, shopping malls, airports, car dealerships, and marts. It is does not get "money" from somewhere, it cannot continue to provide the infrastructure you find so convenient. The only source it has is taxes. License, permit, and registration fees are a source of revenue for the State, but that is not sufficient for the giant octopus feeding machine we have grown to love and depend on. It needs to feed off your credit, and if you don't voluntarily let the State use it, the State will use your dishonor to take it.

If you have filed a claim against the STRAWMAN, the State doesn't even control that anymore. If you have named the Secretary of State as the secured party, it has additional expenses as trustee of the property held in the name of that STRAWMAN. The situation is getting worse for the State. Where will it get the money it needs to continue supplying all the services you expect from it? It has to go to you and ask you for your credit.

Have you ever had to ask your dad for financial help after you left his house and were out on your own? It is embarrassing! The State does not want to just ask if it can use your credit. It will have to find creative ways to ask for it, get it, and save face in the process.

The trick is for the State to ask for your help without the un-enlightened person/US citizens being able to see it. The State must have your credit, AND it is going to get it one way or the other. It is going to get it

the easy way or the hard way. It is all up to you.

So the only thing the State can't take is your body and other substance in your possession, UNLESS you voluntarily authorized the State to use it. You always have a choice to retain possession of your substance, or let the State take possession of it. Remember, possession is 9/10 of the law. What is the other 1/10 then?

HONOR

RULE #2: Stay in honor at all costs.

Your mission should you decide to accept it, is to honor the State when it asks you (in its aggressive way), to let it use your credit (exemption). The State is raising you up as a creditor every time it gives you a presentment. It is your choice. You can honor the State by accepting its presentment and issuing an authorization VOLUNTARILY for it to get enough of your credits to equal the value of its presentment – dollar for dollar, OR You can VOLUNTARILY dishonor the State by refusing, arguing, making it prove its claim, or defending the STRAWMAN, pretending the State has no right to make its claim.

Wow! That is a hard choice, You can voluntarily authorize the State's use of your exemption, or you can voluntarily dishonor the State, at which time it will use your dishonor to take property from the STRAWMAN or take your body and collect rent while you sit in jail. Gee- What should I do? What should I do?

There is an easy way and a hard way. The choice is always yours. The State is only following your lead. If you argue or defend, it gets to use your exemption AND maybe take some of your possessions besides. If you accept and authorize the State to use your exemption, it is required to accept it. What do you have to lose? Is your exemption limited? Can it be depleted? No! What difference does it make if the State gets to use your exemption? The difference is, the grocery stores and Wal-Mart's stay open. The fire department responds to fire calls. The garbage trucks pick up your garbage, and the streets are repaired. When you understand how to stay in honor, it is a win / win situation. If you do not know how to stay in honor, It might be a win / lose situation, with you losing. The State will get what it wants either way.

RULE #3: there is no money.

What do you use to pay your bills? If there is no money, what does the State use to pay its bills? Do you really have any bills? Who's name is on the contract with the electric company, the mortgage, the credit card, or the student loan? It isn't your name. It is the STRAWMAN's name.

The constitution says … no state shall make anything but gold or silver coin a tender in payment of debts. Well, there it is – a prohibition against the states. Does it say the United States or its agents can't use something other than gold or silver for payment of debts? No! Since there is no gold or silver coin in circulation in the United States, and all the businesses you have grown to love are in the United States, it is a good thing the United States has created a STRAWMAN for you to control and federal reserve notes for it to use or you would use money, if you had some.

The STRAWMAN is able to pay all its bills with federal reserve notes. You can't, but the STRAWMAN can. Isn't It neat that you control a STRAWMAN/person? The trouble is – the STRAWMAN can't get a real title to anything with federal reserve notes. You can get possession of the substance, but you only get to retain possession as long as you stay in honor. The STRAWMAN stays in equity honor, and you fulfill your fiduciary duties as the presumed trustee. If you choose to go into dishonor , you voluntarily give up possession of whatever property the State wants to take to get the credits it needs to keep its business

ventures going. nothing personal – Just business!

RULE #5: Do not participate in public plays.
When the state invites the STRAWMAN to participate in one of its revenue events, you have options. The Presumption is that you will volunteer to represent the accused STRAWMAN. They are pretty sure you will do That because you always have before. Think of the event as a play. The play has actors with scripts. Each Actor knows the plot, his lines, and the outcome. Their play has been practiced over and over in every county In every state. The outcome is almost always the same. A man (not one of the scheduled actors) crashes into Their party, and carries out the plot. Without the man, the whole plot changes, The outcome changes, They Need the man to get the same ending as they always have before. When the man does not participate in their play, there is confusion and chaos. The planned script does not work without the man.

The usual scenario includes the man volunteering to represent the accused STRAWMAN, as a trustee. Each time a STRAWMAN is charged a new trust is created. It is even possible that each time the STRAWMAN's name is spelled in a slightly different way in the complaining presentment, a different trust is created. There might be 2 or 4 different trusts referenced in the same presentment. Each trust is going to produce income for the plaintiff, if the script is followed as planned.

It all has to do with trusts.
Everywhere you look, there are trusts. The STRAWMAN is a trust when it is named on a complaint, indictment, or traffic ticket. Sometimes it is a cestu que trust when it is the beneficiary of another trust. Sometimes it is the trustor or another trust. Sometimes it is a corporation sole. Sometimes it is a defendant. Sometimes it is a plaintiff. Sometimes it is a debtor. Sometimes it is a creditor. Sometimes it is a secured party. It is a very versatile vehicle or tool.

There are always at least three parties to a trust. No one OWNS a trust on the private side; but on the public side, there is always a "responsible party", who is deemed to be the owner to the trust. This is a fallacy that is often used by the State in relation to trusts that have real property as the trust corpus. They always want to know who the owner of the trust is. A trust is just an agreement among three or more parties. The trustee holds the legal title to the trust corpus, and is the one deemed to be owner of the public trust. It is useless to argue with public property or is involved with federal reserve notes, it qualifies as a public trust. The beneficiary holds the equitable title to the trust corpus. The title is bifurcated.

Trust: A legal entity created by a grantor for the benefit of designated beneficiaries under the laws of the state and the valid trust instrument.
Indenture: The document which contains the terms and conditions which govern the conduct of the trustee and the rights of the beneficiaries.
Exchanger: (exchange) to part with, give or transfer for an equivalent. **Trustor**: One who creates a trust. Also called settlor.
Settlor: The grantor or donor in a deed of settlement. Also, one who creates a trust.
Trust corpus: [trust property] the property which is the subject matter of the trust. The trust res.
Creator: One who creates.
Trustee: Person holding property in trust. One who holds legal title to property "in trust" for the benefit of
another person (beneficiary) and who must carry out specific duties with regard to the property. **Legal title:** One which is complete and perfect so far as regards the apparent right of ownership and

possession, but which carries no beneficial interest in the property, another person being equitably entitled thereto.
Beneficiary: One who benefits from act of another.
Equitable title: A right in the party to whom it belongs to have the legal title transferred to him, or the beneficial interest of one person whom equity regards as the real owner.
Surety: A person who is primarily liable for payment of debt or performance of obligation of another.
Creditor: One to whom money is due, and, in ordinary acceptation, has reference to financial or business transactions.

The original STRAWMAN trust, Mom was the Exchanger / Trustor / Settlor
Mother applied to the State of _____for the creation of a trust. She chose the date of birth for it. She chose its name. She requested evidence that it had been created = a birth certificate. She was the Informant. She delivered the paper description of the original property to the trust Creator. It was a description of the real substance. The paper description was the original trust corpus. More trust property be added later.
State of _____was the Creator of the original trust.
State complied with mom's request and created a STRAWMAN with the name and date of birth your mother requested. She applied for a Social Security number for it. She put it into commerce by getting it medical numbers, a day care center matriculation number, a public school matriculation number, a little league ID number, a library card number, etc., etc., etc. Sometimes the Creator is also the original Exchanger, Trustor, Settlor.

Who is the beneficiary of the original trust?
The beneficiary changes each time a new trust is created. You are the original beneficiary though, If you choose to use your beneficial interest. If you choose not to use it, the citizens of the state that created it are the beneficiaries. This is part of the Highest and Best Use principle. If the property is not being put to its highest and best use, it can be "borrowed" for a time and put to better use. You have not been using it. You have not filed any claims against it, so why should it just sit there not being used? This first trust was created for your benefit, it you choose to use it. Remember, the reason the first party (creator) creates a trust, is for the second party (trustee) to manage the trust corpus for the benefit of a third party (beneficiary).

What is the trust corpus?
The State complied with mom's request and created a STRAWMAN with the name and date of birth she requested. Mom is the one who put your physical description on the application for the certificate / evidence that the trust had been created. She "delivered" the description (7 pounds 11 ounces, 19 1/2 inches long, and a footprint). All of this was on paper. The paper is the trust corpus. That was the consideration that was exchanged into the original trust. Exchanged for what? --- the ability to gain possession (not title) of houses, cars, shoes, books, etc. without paying for them.

She applied for a Social Security number for it. She put it into commerce by getting it medical records, a day care center matriculation number, a public school matriculation number, a league ID number, a library card, etc., etc., etc. All of these paper contracts between the trust and agencies of municipal corporations are trust assets. These are all part of the trust corpus – the trust property. They are all property that can be used as evidence to contractual obligations the trust has OR as collateral for debts the trust owns. It appears the trust is using your description and your credit to gain assets. It has an obligation to you. Maybe these assets can be considered benefits for which you owe an obligation because of your close relationship with the trust, OR these assets can be considered collateral for the debt

the trust owes to you.

Who is the trustee?
On the private side, if an appointed trustee resigns or dies**,** the trust corpus reverts to the beneficiaries or back to the trustor. It is useless to create a trust without appointing a trustee. The trustee created by the state upon mom's request must also have a trustee. The problem is, depending on how it is going to be used; the creation of the trust is a matter of construction and operation of law. This is constructive trust.

Constructive trust: Trust created by operation of law against one who by actual or constructive fraud, by duress or by abuse or confidence, or by commission of wrong, or by any form of unconscionable conduct, or other questionable means, has obtained or holds legal right to property which he should not, in equity and good conscience, hold and enjoy.

Construction: Drawing conclusions respecting subjects that i.e. beyond the direct expression of the term.

Operation of law: This term expresses the manner in which rights, and sometimes liabilities, devolve upon a person by the mere application to the particular transaction of the established rules of law, without the act or co-operation of the party himself.

Default: An omission of that which ought to be done. Specifically, the omission or failure to perform a legal or contractual duty.

There can be more than one trustee for a trust. One trustee may have the duty of performing certain actions of the trust. Another trustee may perform different functions. The identity of the trustee or trustees of these "individual" trusts is often not expressed, as there is no requirement for there to even be a written trust indenture. On the public side, there must always be a default trustee, if no one volunteers to fill the duties of the trustee. When a corporation or limited liability company is created, the statutory default managing is the Secretary of State of the state where the entity is being created. In some States the SOS would be the logical default trustee. In other cases, the lack of a trustee may result in a presumption that you are the trustee.,

Trustees have a fiduciary duty to manage the trust honorably and for the benefit of the beneficiary. A trustee may not use the trust for personal gain. A trustee that is acting outside his duty or not performing at all is in breach of his fiduciary duty. That is not tolerated on the private side or the public side. Trustees in breach of fiduciary duty are held personally responsible for the breach and take on the financial penalties for their actions (malfeasance) or lack of action (nonfeasance).

Here is an example of a typical court scenario when a man participates:
Investigator from ABC agency or a municipal corporation has filed an information with a prosecuting attorney. On the public side, affidavits are not required. The informant is not required to sign an affidavit submit it to the attorney to commence a public action against the individual being investigated. Affidavits were required in equity when someone wanted to file a claim in court. In admiralty in the public affidavits are no longer required. They have been replaced with what is called an information. An affidavit is signed under oath. The statements made in an affidavit are the signor's bond. His word is his bond. The affidavit formerly bonded the case. Now that there are no affidavits, there are no bonds to bond cases.

The prosecuting attorney has to decide whether or not to commence an action. The informant may have completed an administrative process (IRS –m 90 day letter, 30 day letter, 10 day letter) for the attorney as the basis for bringing the action. It may not have started an administrative process. Nine times out of ten, the administrative process is not needed, because they are almost sure you will agree (without knowing it) to represent the accused individual (the trust) by volunteering to act as its trustee. The Attorney is going to create a new trust to be the accused on the complaint or indictment. If you go into contempt for defending and not taking responsibility for the new trust, you will either pay with the trust Corpus, OR you will go to jail, and your credit (exemption) will be tapped during the time they are housing and feeding you and giving you medical treatment. The trust corpus might include the balance in a bank Account, a title to real property or a car, or any other public asset.

Creator
The attorney is the creator of the accused trust. It might be JOHN HENRY DOE. Notice that they never put your name on a complaint, indictment, or traffic ticket. Even if it is written in upper case and lower case Letters, it is still a fiction and a trust. We cannot mix public and private.

Trust name
The name of the trust is JOHN HENRY DOE. In the body of the complaint, a reference may be made to JOHN HENRY DOE or JOHN DOE or John Doe. This is how the judgment can be multiplied. These might all be new trusts against which the final judgment can be applied, and for which it is presumed you will volunteer to be the trustee, and through which you will be presumed to be surety. The trust is expected to be the defendant. The question is --- who is the trustee and who is taking responsibility for the trust activities?

Trustor
The attorney is also the trustor. He is putting the trust corpus into the trust. That is the charge. It is a debt (liability) on the public side, and a credit (asset) on the private side. We have always presumed a charge is a bad thing. It is only bad if the man is found in contempt of the process, or of the attorney, or of the judge, or of a number of other possibilities. It is very easy to go into contempt. If you don't agree to take responsibility, you will be in contempt of our presumed fiduciary duty. Creditors do not go into contempt.

Beneficiary
The beneficiary is the State of _____, which is also the plaintiff in this case. It is the person that stands to gain from the charges (trust corpus), but it only has the equitable interest in the trust corpus. That way, the beneficiary is not help responsible for bringing a claim without a bond (evidence of a debt). The attorney does it instead. The beneficiary has to hold onto its creditor position, and can't if it brings unfounded claims. The plaintiff seldom signs the complaint. The attorney's signature is usually the only one on it.

Trustee
This the trust position that carries all the liability. The trustee has a fiduciary duty to manage this trust property for the benefit of the State of _____,. It does not, the trustee accepts the responsibility for the losses suffered by the beneficiary, the State. there is no appointed trustee. There is a presumption that there will be a trustee when it is needed. The attorney has the complaint served on the original trust with a name like the accused individual (the defendant trust). Someone has to represent the defendant. At this point the only representative for the trust is its creator, the prosecuting attorney. Which has made a commitment to the beneficiary. Once the charge is signed by the attorney and delivered to someone who

might volunteer to be the trustee, the attorney does not even have the option of withdrawing the charge without the defendant's agreement (Rule of Court). Since the complaint was delivered into your hands, as the presumed trustee and surety, you have to agree to the withdrawal of the charges before they can be withdrawn.

As soon as you hire a good attorney or decide to defend the trust yourself, the liability has moved from the prosecuting attorney to you. The fact that you are defending, all by itself, is a dishonor. Anything other than all-out acceptance is a dishonor. Your dishonor is what gives the prosecuting attorney the energy to bond the case. All cases have to be bonded. Whoever bonds the case is the creditor. Whoever is in dishonor is the debtor. They need you to dishonor the process, the attorneys, or the judge to have the standard script result the standard outcome. If you fail to immediately go into dishonor, there will be plenty of opportunities in the script for you to carry out the plot to get you into dishonor. You can plead Not Guilty, testify, defend, call witnesses, question witnesses, file motions, file a counter suit, answer questions, or not respond at all --- just to name a few ways to volunteer to be the trustee and to be in Honor. Your voluntary dishonor will authorize the use of your credit to bond the case. Since you did not voluntarily bond the case, you are in dishonor.

Surety
Since the standard script will be used for the court event, it is likely the man who has volunteered to be the trustee for the accused trust, will defend the trust. That will guarantee the standard outcome. The defendant will be found guilty and the trust corpus will be liquidated enough to "pay" the judgment debt. If the event involves criminal charges, the man's body will be jailed so the state can RE-VENUE the man's credit from private into the public state. This is what keeps the public machine running. REVENUE. The man will be the surety for the judgment debtor once the trust is found guilty.

Plaintiff
State (beneficiary) is the plaintiff and presumed creditor, as long as the man plays by the standard script.

Defendant
The prosecuting attorney needs to have a volunteer to defend the trust, or he will be stuck representing the accused trust himself. He is the defendant, but does not plan on holding the position very long. With the help of the judge and the defense attorney, the prosecuting attorney will be able to pass the liability on to the trust and its representative and surety – you – but you have to go into dishonor for this to happen.

All charges, arguments, and testimony is dangerous in the public court.
Remember it is not your court. They can only see fictions, so if you are testifying, you are recognized only as a fiction as you are a piece of paper, but if you are talking to him, he presumes you are the trustee for the trustor). In that capacity, he can talk to you. He is expecting you to breach your fiduciary duties by going into dishonor. Then they win – you lose. You want a win / win situation.

Be careful even with the copyright. If you can bring the copyright into the case without testifying (through third party witnesses), you may be able to stave off a demand for trust property. If you have already given The right to use the now-copyrighted name to a corporation, you cannot revoke it that authorization after the fact. You may have done that by applying for a loan. You gave them the use of the name on the application. You can give the use of the name on a driver's license application. You are the one who tells what name to put on the license. You can't come back later and charge them for using the name you previously gave them. If there is no driver's license application, you may be able to give notice

of the copyright to the officer, and then enforce the copyright violation because he had notice of your restrictions to use of the name. Even if the car is registered with the State, you may be able to use the copyright in this action, if you know how and do not dishonor your own claim to being the private owner of the name.

Here is a different scenario when the man does <u>NOT</u> participate:
An investigator from ABC agency of a municipal corporation has filed an information with a prosecuting attorney. Before things get this far, you should have completed your administrative procedure on the activity that is the subject matter of the court case. [See the section on Administrative Process] The prosecuting attorney has decided to commence an action. The attorney creates a new trust to be the accused on the complaint or indictment, which is delivered into your hands. This time you accept the presentment for value, return it, and authorize the use of your credit, and bond the case. You give notice to the public of these private actions you have taken. You use third parties to testify to the agreement of the parties of the dishonor of the plaintiff, if necessary. You do not get involved in the issues of the case other than the agreement of the parties. You can bond the case. You do not have to be the trustee and represent the accused trust to take responsibility for the presumed violations of the State's statutes. You are one of the people. You are a creditor with priority over fictions. You are the One – the One who has the power to create a Win / Win situation for all parties.

Creator
The prosecuting attorney is still the creator.
Trust name
The name of the trust is still JOHN HENRY DOE.
Trustor
The prosecuting attorney is still putting the charge into the trust as a corpus.
Beneficiary
The beneficiary is still the State of _____.
Trustee
Since you have not volunteered to be the trustee, the prosecuting attorney is still the responsible party. You are the one who accepted delivery of the complaint that was sent to the trust over which you are presumed to be the trustee. If you can stay in honor while you take on the obligations of the trust, by using your exemption and your credit as surety for the trust, you will be fine. You can argue with the attorneys and the judge and the witnesses and the clerk, showing how bad a trustee you are. Or You can accept the State's request for revenue and authorize the use of your exemption (credit). It is your choice.
Surety
The suretyship on this case can be shared. Suretyship is a voluntary act. You can volunteer to be the surety Using your exemption (credit). Someone else can volunteer to dishonor someone or to dishonor the process, Thereby becoming the surety. Free will is always a factor here. The big question is --- who will be the Surety? Since there seldom is a bond in the case until after the trial is over, you can present your bond to Bond the case.
Plaintiff
Whoever bonds the case is the plaintiff. Charges cannot be brought unless there is a bond. If the man Supplies the bond, the man is the creditor. The tables can turn. You can do a counterclaim by removing the case into another court for judicial review of your administrative process and get an estoppel on their case.
Defendant
The prosecuting attorney is the defendant, unless there is a defense attorney who has put a notice of appearance into the case. If, so, then the defense attorney is the defendant. As the creditor, you can

authorize the prosecuting attorney or defense attorney if he has filed his notice of appearance, to write the check to Settle the account. The check is backed by your bond.

Administrative Process

Hypothetical Situation:
A few months ago ABC agency sent the JOHN H DOE trust an administrative presentment with a charge (energy) of $5000. It wants or needs $5000. You are the source --the banker. If you don't give it to them, they will use your dishonor to support a claim to $5000 worth of trust property. You accepted it for access value ($5000), returned it, gave them an authorization to use your credit, exchanged your exemption for the discharge of the charge. Your acceptance is the return of the energy. They received your authorization, which may have been a bill of exchange, bond for discharge, or other instrument you chose to use. Now ABC Agency has hired an attorney to bring charges in the public court against JOHN H. DOE. A summons and complaint were delivered into your hands today. What do you do?

Step One
Realize this first: You are in the courtroom on your case. JOHN H DOE may have removed ABC's case to a different court by filing an amendment complaint requesting judicial review of your administrative process. The purpose of this case is to get a public order that will overcome the claims being made in ABC Agency's against JOHN H DOE. You have to introduce evidence into the judge's file to give him facts upon which he can base his decision. If you are asking for findings to facts, he must have some facts in the evidence file. You don't want the respondent to enter evidence and have his be the only evidence upon which the judge will base his decision. If you want conclusions of law, he must have some law in the evidence file. The only way facts and law get in evidence file (the one the judge keeps in his possession the clerk's file), you have to introduce it in open court, county recorder, county assessor, notary public, or other public officer) to the bailiff or judge's clerk, who will then hand it to the judge. Have a copy for the attorney also. You do not do this if there is a public defender. You have to introduce some law that supports your request into the record to give him something which to make conclusions of law. Putting this into the complaint as an exhibit and filing it with the clerk and giving notice of it to the Respondent does not get it to the judge's file. More on this part of the administrative process later in the this section.

You need evidence and facts and law. What do you want the judge to do? This is the time (before you even do your administrative process) to decide what you want and what evidence you will need to support what you want the judge in ABC's case or the judge in your removed case to review the administrative process and issue an order confirming the facts contained in the notary's Certificate of Dishonor, or Certificate of Breach, or certificate of Non-response, whichever is appropriate for the situation. Even you do not quote statutes; the notary's certificate is recognized as prima facie evidence of the facts contained therein. Look at the commercial statutes for your state.

The UCC source is 1-202 (O.C.G.A. §11-1-202).

> **UCC 1-202. Notice; Knowledge.**
> (a) Subject to subsection (f), a person has "notice" of a fact if the person: (1) has actual knowledge of it; (2) has received a notice or notification of it; or (3) from all the facts and circumstances known to the person at the time in question, has reason to know that it exists.
> (b) "Knowledge" means actual knowledge. "Knows" has a corresponding meaning.

(c) "Discover", "learn", or words of similar import refer to knowledge rather than to reason to know.
(d) A person "notifies" or "gives" a notice or notification to another person by taking such steps as may be reasonably required to inform the other person in ordinary course, whether or not the other person actually comes to know of it.
(e) Subject to subsection (f), a person "receives" a notice or notification when: (1) it comes to that person's attention; or (2) it is duly delivered in a form reasonable under the circumstances at the place of business through which the contract was made or at another location held out by that person as the place for receipt of such communications.
(f) Notice, knowledge, or a notice or notification received by an organization is effective for a particular transaction from the time it is brought to the attention of the individual conducting that transaction and, in any event, from the time it would have been brought to the individual's attention if the organization had exercised due diligence. An organization exercises due diligence if it maintains reasonable routines for communicating significant information to the person conducting the transaction and there is reasonable compliance with the routines. Due diligence does not require an individual acting for the organization to communicate information unless the communication is part of the individual's regular duties or the individual has reason to know of the transaction and that the transaction would be materially affected by the information.
‹ § 1-201. General Definitions. up § 1-203. Lease Distinguished from Security Interest. ›

Since your administrative process will result in a certificate, this is the time to decide what you want from the one that sent the presentment to the STRAWMAN. Put the horse in front of the cart, or you may find that your certificate did not contain the exact wording you want to use in the certificate. It cannot be changed after the fact because the notary could be accused of making legal determinations or practicing law.

DO NOT PUT YOUR NOTARIES IN JEOPARDY!

Step Two
3) Prepare the Certificate of Non-Response. This is the notary's certificate. It is not yours. The notary will issue it to you. You will then be the holder of the certificate. It is like a bond in that it is evidence of the debt owed to you by the respondent who dishonored you by not responding or not complying with a duty. This Certificate is 3 because it will be issued after the respondent has had two opportunities to honor you by complying with your request or performing a duty that us required of his office. His communication is not a response to your notice of acceptance and request, or to a notary's Notice of Non-Response, if it addresses some other issue. If his response is an argument or testimony, he is in dishonor. What do you want this certificate to say?
[If you used a bill of exchange…]

Name of notary Name of presenter Name of accepter Description of presentment Name of accused State commercial statute regarding notary's certificate [ARS 47-3505 and 47-1202 in Arizona] Certificate statement Notice that presentment was accepted and returned with attachments with a request To the presenter at his company at its address by cert mail with return receipt and cert of service Notice of non-response with a second request To the presenter at his company at its address by cert mail with return receipt and cert of service Presenter refused requests Presenter did not send notice of dishonor Presenter did not cure his dishonor Presenter agreed:

He dishonored the acceptor The acceptor accepted the presentment The acceptor returned the presentment The acceptor exchanged his exemption for a discharge The acceptor presented authorization to use his exemption for court charges The acceptor sent processing instructions with the authorization The acceptor sent a statement of account showing a zero balance His refusal to send the confirmation or notice of dishonor did not negate settlement He and his agency have no capacity to pursue collection Further collection makes him and his agency liable for $5000 to STRAWMAN; STRAWMAN can secure its $5000 claim.

Date Notary signature Notary seal Notary stamp Notary address Administrative process number [See Sample 1]

Step Three
Prepare your Notice of Acceptance. This is your acceptance notice (cover letter to your acceptance of the Presentment). You sign it. The notary mails it and gives you a Certificate of Service with her stamp and [See Sample 2] [See Sample 3 standard certificate of service] T do you want to say?
Certified Mail # Name of notary Name of presenter Principal – agent notice Date Reference note Type of notice Facts:

The accepter has accepted the presentment The accepter is returning the presentment The acceptor is exchanging his exemption for a discharge The acceptor is presenting authorization to use his exemption for court charges The acceptor is sending processing instructions with the authorization The acceptor is sending a statement of account showing a zero balance The presenter's refusal to send the confirmation or notice of dishonor will not negate settlement The presenter and his agency will have no capacity to pursue collection Further collection makes the presenter and his agency liable for $5000 to STRAWMAN; STRAWMAN can secure its $5000 claim Signature of accepter Administrative process number

Step Four
pare the Notice of Non-response for the Notary. [See Sample 4] This is the notary's notice. The is your third party public witness. What do you want it say?

Certified Mail # Name of Notary Name of presenter Principal – agent notice Date Reference note Facts: Notary sent notice and request

By certified mail, return receipt requested, and certificate of service Presentment was dishonored Notary is attaching copy of first presentment to this notice of non-response Notary is making a second request for same thing Performance or statement is expected in ten days Caveat: failure to cure breach will be agreement of parties to statements in first notice.

Notary's signature Notary's seal Notary's stamp Administrative process number This completes the Administrative Process. You now have the certificate establishing:
a) That you accepted and returned and exchanged your exemption for a discharge
b) That your acceptance was received and accepted by the respondent – twice
c) That the respondent refused to respond or comply with your request
d) That there is an agreement of the parties
e) That the respondent has no commercial energy to pursue collection
f) That you have all the commercial energy regarding the subject account
g) That you are in honor

h) That the respondent is in dishonor

THE COURT PRESENTMENT...
The State, or City, or County, or an agency has just honored you with a court presentment. It is a verified complaint or grand jury indictment or traffic ticket. Do you feel honored? No? Why not? Do you feel Fear? Anger? Confidence you can defend your position? Let's analyze this situation:
State – is used in this writing generically as a general tern representing any corporate quasi-government organization and its agencies. You – is used in this writing to represent the reader, the living soul. STRAWMAN – is used in this writing o represent an individual US citizen, but not a State as defined above.

What is this presentment? What are its components?
It has your name on it! It does NOT have your name on it. It has a STRAWMAN's name on it. The moving party has named a STRAWMAN as a violator of a statute and has asked you to take responsibility for the violation. The State, City, County or IRS cannot file a claim against you.
It is charging this STRAWMAN with a violation. STOP! It is establishing a value through an index associated With statute violations. This is ingenious! If you honor the presenter with an acceptance and return, the index established the amount of credit you will provide to the state. If you dishonor, the index establishes the amount of property the state will take to get the credits it needs. The presumption is that you are in partnership with that STRAWMAN. In some cases, the index establishes how many months the state will hold your body for breach of fiduciary duty, while it collects your credits.

It suggests a time period for you to answer. STOP! Don't trust this one. It establishes a time period for the STRAWMAN to answer on the public side – usually 20 days. If you don't accept in 72 hours from the private side, you will be in dishonor. The presentment is designed to help you into a dishonor. You don't have to go that way, if you don't want to.

It is the name of the party bringing the claim. Someone has to approach you and ask you for your help. That person is taking a big chance. By signing his name, he could end up owing the amount the state is asking to provide. This is usually an attorney. He signs his name to it and becomes the attorney of record for plaintiff.

State, through an attorney or other officer, has given you a court presentment – a request for your help. Options:

You have options: Defend it Argue about it Conditionally accept it Ignore it Accept it
You already know the right choice. You only have one good choice – accept. If you defend, you are refusing to take responsibility for managing the affairs of your business – the United States. Whether you want to admit it or not, the US is your creation. It continues in business because you authorized it. If you argue, you are in a controversy with your own business managers. If you conditionally accept, you are requiring the United States to prove it has a claim, when it is in receivership and cannot have a valid claim against you without your permission. If you ignore the presentment, you are acting like an irresponsible creditor and will lose our status as creditor. Your only choice is to accept. That by itself is not enough though. If you accept it and return it, you have not carried out the promise you made when you accept it. It's like signing the requisition form but not instructing anyone who write a check. You have accepted the presentments/charges, but you have not given them what they need – your credit. It is like promising to pay the electric bill but never getting around to it. If you do this, they will turn off the electricity.

When you accept the presentment for value, you have to follow through with some type of instrument. If do not authorize the State to use your credit to settle the account after you have accepted, you are in dishonor. If you do not authorize the attorney to use your credit to settle the court account after you have accepted, you are in dishonor. The State and attorney will use your dishonors to charge their agents with authority to take the STRAWMAN's property (sheriff) and/or your body (bailiff). Either way, the State and the court will get the use of your credit. The Unites States and its States are in receivership, so they have no credit of their own. They need your credit, and they will get it. The corporate counties and the cities are in this dysfunctional situation. They all need your credit. When they ask for it, give it to them! Follow through with your promise of acceptance **AND GIVE THEM THE USE OF YOUR CREDIT** to cover (bond) the charges! Be the creditor you can be! Take responsibility!

COURT

Remedy:
4) Accept and Return the court presentment.

If there is an assessed value on the presentment use: Accepted for assessed value and returned in exchange For closure and settlement of this accounting.
[date] [signature] [EIN]

If there is no assessed value on the presentment use: Accepted for value and returned in exchange For closure and settlement of this accounting.
[date] [signature] [EIN]

The presentment is like a check. It is sent to you with a request for some kind of payment. If you endorse it and return it, they know you have approved the use of your credit. They can then use your endorsement, since they did not send a check made out to the STRAWMAN, to settle the debt (account) with an offsetting credit. They just need your authorizing signature to Get the credit to enter on the books.

REMEMBER THERE IS NO MONEY

4) Attach an asset – an authorization for the State to use your credit.
A bill of exchange is one of the instruments you can use to authorize the use of your credit. It is a writing (bill) that you are giving he claimant in exchange for the discharge of the claim/debt/charges. It settles the immediate charge (requisition). It needs:

- a date
- an account number
- a value
- the name of the person who is to receive the credits
- the name of the public creditor (Secretary of the Treasury)
- the name of the public pass-through (your STRAWMAN)
- instructions
- an instruction number
- your name (the private creditor)
- your exemption number (creditor ID number)
- your signature (this is the endorsement

Instructions are important. Non-cash items require instructions. If you do not understand them, don't send them with your instrument, or do anything else until you understand what you are doing. Using other people's paperwork can be very very detrimental to your success. Keep the instructions in plain English. These instructions are a great topic for discussion with your study groups! This is where the Treasury Tax and Loan Department (TT&L) of the bank is incorporated into the process; and where the electronic fund transfer instructions are found. Be careful about putting information in boxes. It doesn't appear if it is in a box. Clerical information can be in boxes, but keep the substantial information outside the boxes.
It is absolutely imperative that you understand there is NOTHING that is going to be transferred from the US Treasury to the holder's bank. There is no funds transfer. There is no money transfer. There is no credit Transfer.

The credits are in your instrument with your signature on it with a $ followed by digits greater than 0. When it is endorsed by the recipient and delivered to its bank, the credits are already there. They just need to E added to the account intended to receive them, AND the use of the exemption needs to be approved by the Secretary of the Treasury.

The Secretary of the Treasury's approval is done through the TT&L Department at the bank where the instrument is delivered the electronic transfer is not a transfer money, credit, or funds. It is a transfer of digital information from the Federal Reserve Bank, through the federal window, to the treasury, where it can be approved or refused by the one who currently holds the office of Secretary of the Treasury of the United States. That is Timothy Geithner at time. He is also the one who keeps track of the national debt, which is partially owed to the people of American states, who have funded the United States with their credit since 1933. He is the trustee on the Chapter 11 bankruptcy of the UNITED STATES. All bookkeeping in the US is done through him. When you use your exemption, the national debt is reduced in equal proportion. Timothy Geithner (Secretary of Treasury) has to keep track of the debits and credits on the national debt. You cannot leave him out of the equation.

Letter of Credit
When you authorize the use not your credit, you must arrange for that credit to be approved by a third party in public ---Timothy Geithner ---when the presenter processes your instrument. If you don't do this, it is like writing a check on an open bank account that has no balance or balance insufficient to cover the check.

The private side, when you use our exemption to bond your acceptance of a presentment, the public auditor must receive notice of your intent. That is Timothy Geithner. The US is not bankrupt; it is just in receivership. It can't make valid claims without an existing debt, State so it can get your credit anyway. The choice is yours.

When the presentment is delivered into your hands, you become the holder. The State has honored you with presentment, because you are in a position to help the State. When you indorse it as a holder, you are assigning the property (interest in some associated substance = your credit) related to the presentment, to someone else. If the presentment is signed by Jim Black, it should be returned to Jim Black. If the signature on the presentment is only a logo, and there is no other signature, the presentment should be returned to the name and address on the logo or letterhead. In that case, no man has accepted the commercial liability for the presentment. That does not really, matter. You are not doing a conditional acceptance. You are doing an all-out acceptance. You don't care about anyone else' liability, because you are agreeing to be fully responsible.

UNITED STATES (and all its officers, agents, employees) had no commercial capacity to really make claims without evidence of an existing debt. That does not mean the State will not make it look like it is making claims. It needs your credit, so it is going to go through the motions of making claims. Do not embarrass the agents and point out that it has no commercial energy. It is your job to use your commercial capacity to fulfill the requisition without making it too obvious to the public. You are coming in from the private side provide your credit for the public's use. Most of the public do not know the State has no commercial capacity to bring claims. Keep your superior knowledge to yourself. The public is not ready for full disclosure of this yet.

Recap:
Private Administrative Process:
1 The notary sent your Notice of Acceptance with your acceptance and return
2 The notary sent a Notice of Non-response or Notice of Breach (if there is a contract involved)
3 The notary issued a Certificate of Non-response or Certificate of Breach to you

The certificate establishes:
a. that you accepted and returned and exchanged your exemption for a discharge
b. that your acceptance was received and accepted by the respondent – twice
c. that the respondent refused to respond or comply with your request
d. that there is an agreement of the parties
e. that the respondent has no commercial energy to pursue collection
f. that you have all the commercial energy regarding the subject matter
g. that you are in honor
h. that the respondent is in dishonor

Court Process: [Some of it is private and some of it is public]
1. Accept for value and return the court presentment to the signing attorney
2. Attach a credit authorization with instructions, for the attorney to use to settle the court accounting
3. Send a letter of credit to the treasury
4. Get a certified copy of the judge's oath and accept it for value
5. Get a certified copy of the judge's bond and accept it for value
6. Give notice of your acceptance by a private mailing to the man or woman doing business as a judge
7. File a notice of acceptance on the public side
8. Get a copy of the court order appointing the attorney and accept it for value
9. Prepare a letter of instructions to be mailed to the appointe4d (defense) attorney and to request bond
10. Check the clerk's file for a bond
11. Prepare your bond to bond the case
12. Remove the case to another court if necessary for judicial review of your administrative process

That you have done on the private side has not appeared on the public side yet. Remember Rule #1. If you not let the public know what you are doing on the private side, it will appear you are ignoring the presentment. That will result in a default judgment due to your dishonor of the State's presentment. **Get a certified copy of the judge's oath of office and accept it for value**. That is evidence of the man's contract with the people (you) on the private side. You want him to take judicial notice of his contract with you. Filing it with a copy of the oath with the clerk will not accomplish that end, but it will give them notice that you expect the terms of that contract to be followed. You will have to enter the certified copy of the oath into evidence file in <u>open court</u> to actually have it make any difference.

Get a certified copy of the judge's bond and accept it for value. That is evidence of the limited liability the judge (person) has in public when dealing with citizens and residents that are either owned or controlled by the corporations. It does not limit the private liability that the man has when dealing with the people (you) on the private side. Since there is no money to pay you if you are damaged by the actions of the judge, you will have to be satisfied with possible payment to the STRAWMAN (JOHN), but that is not the reason you are bringing the bond into this issue. The reason is to notify risk management if necessary that you have been damaged by one of its insured persons. This is not the bond for the man, but a bond for the judge. The man is doing business as judge for the public from time to time, but he can also come under the private rules of equity, which is broadly defined as "what is right". It is right for this man to recognize you as a creditor, but only IF you perform like a creditor and avoid going into dishonor. If you dishonor anyone, you will fit the profile of a debtor/STRAWMAN, and he can ignore the private side.

Give notice of your acceptance by a private mailing to the man or woman doing business as a Judge – not for filing to the clerk. Mark the envelope – **Private.** Have a notary mail it by certified mail RRR Give you a Certificate of Service. The return address is the notary's address.

The components of the letter are:

- You have accepted the presentment for value and returned it
- You have exchanged your exemption for the discharge of the charge
- You want settlement and closure
- You are requesting an appearance bond at no cost to you
- You are not disputing the facts
- The parties have reached an agreement – there is no controversy
- You have accepted the judge's oath and bond for value
- Include a photocopy of the notary's Certificate of Non-response from your administrative process to confirm There is no controversy [See sample #5].

File a notice of acceptance on the public side. This will let the public know that you are doing Something on the private side to settle the account. If you do not give notice to the public, it will be assumed You are standing mute. That is a dishonor. It results in default judgment or summary judgment. What Would this notice say:

- It is your intent to settle and close the accounting immediately
- You have accepted and returned the presentment
- You have exchanged your exemption for the discharge of the charges
- You are requesting an appearance bond at no cost to you
- You do not dispute the facts
- You will enter a plea for the defendant
- You want to be advised of the details of the hearing to receive the bond and enter the plea.
- You are bringing the argument of the parties and the judge's oath and bond into the case. [See sample #6].

Public Defender If there is a court involved, the judge may appoint a public defender for the defendant. You are NOT the Defendant. The STRAWMAN named on the presentment was chosen to be the defendant. Remember Rule #1. The public and the private can never be mixed. They can't do it, and you

can’t do it. They don’t ever mix them, so be careful that you don’t either. If the defendant has a public defender, this is good. When the prosecutor signs the complaint, verifying it, and his signature is notarized, he is taking on the liability that may follow in the event it is discovered the complaint is not valid. He is taking a chance, because at that point, he is the only attorney or record. He has filed a form of notice of appearance by filing the complaint or filing the grand jury indictment. He technically represents the defendant until someone takes his place. He is counting on someone appearing in the case to defend against his complaint. If that doesn’t happen, he is the responsible party and liable for all the costs prayed for in the complaint or associated with the statute violation. If that does happen, he is off the hook. Almost 100% of the time, that is what happens. He is pretty safe taking the chance. Usually, the STRAWMAN named on the complaint gets a “good attorney” to defend him. That means the defense attorney has taken on the liability – right? Not so fast. He does not take on the liability until he signs a Notice of Appearance and files it in the clerk’s file for that case. Once he is the attorney of record **FOR THE DEFENSE**, he is on the hook.

***********Here is an example in the State of Georgia that has codified the liability that the prosecutor could possibly take on. Read it very carefully:**********

When the prosecutor signs the complaint, verifying it, and his signature is notarized, he is taking on the liability that may follow in the event it is discovered the complaint is not valid. He is taking a chance, because at that point, he is the only attorney or record. He has filed a form of notice of appearance by filing the complaint or filing the grand jury indictment. He technically represents the defendant until someone takes his place. He is counting on someone appearing in the case to defend against his complaint. If that doesn’t happen, he is the responsible party and liable for all the costs prayed for in the complaint or associated with the statute violation. If that does happen, he is off the hook. Almost 100% of the time, that is what happens. He is pretty safe taking the chance. Usually, the STRAWMAN named on the complaint gets a “good attorney” to defend him. That means the defense attorney has taken on the liability – right? Not so fast. He does not take on the liability until he signs a Notice of Appearance and files it in the clerk’s file for that case. Once he is the attorney of record **FOR THE DEFENSE**, he is on the hook.

***********Here is an example in the State of Georgia that has codified the liability that the prosecutor could possibly take on. Read it very carefully:**********

[2010 Georgia Code TITLE 17 - CRIMINAL ... O.C.G.A. 17-11-4 (2010) 17-11-4]

O.C.G.A. 17-11-4 (2010)17-11-4. Imposition of costs and jail fees upon prosecutor or complainant
(a) The prosecutor's name shall be endorsed on every indictment, and he shall be compelled to pay all costs and jail fees upon the acquittal or discharge of the person accused when:
(1) The grand jury, by its foreman, on returning "no bill," expresses as its opinion that the prosecution was unfounded or malicious;
(2) A jury on the trial of the prosecution finds it to be malicious; or
(3) The prosecution is abandoned before trial. When it is thus abandoned, the officer who issued the warrant shall enter a judgment against the prosecutor for althea costs and enforce it by an execution in the name of the state or by an attachment for contempt.
(b) A magistrate may, in his discretion, assess costs and jail fees against the person who instigated the prosecution when, at a committal hearing, the action is dismissed for want of probable cause and the magistrate finds that the complaint was unfounded and malicious. This subsection shall not apply to law enforcement personnel.

Now, he has to get someone to take his place. The likely taker on the position is the STRAWMAN named in the complaint, indictment, or traffic ticket. The STRAWMAN can't talk, so someone has to represent it. Usually, that is you, because you have a point to make, or a lesson to teach, or testimony that will prove your case. **WRONG CHOICE!!!!** This is almost always the losing proposition. Really good OFF POINT paperwork has been put into court for decades with a very low success rate. The only way to win is to let the State win. I love win / win situations!

How can you win and the State win at the same time? If you accept and return the presentment and exchange your exemption for the discharge of the charges, the State gets the credit from your exemption and you get the discharge when you bond the case. Well, that sounds easy -- right?

If the defense attorney can get you to act as the trustee for the STRAWMAN (trust) named on the complaint, the defense attorney is off the hook too. It is just a series of passing the buck – a hot potato game. The one who ends up with it has to pay the bill. The prosecuting attorney starts with it. It goes on to the defense attorney (if he files a Notice of Appearance), and then on to the STRAWMAN (if you volunteer to defend, argue, testify, or join in the action in any way). It eventually ends up in your lap. You are stuck with the public liability, UNLESS you accept and discharge it from the private side.

Hot Potato Game, Prosecuting attorney, Defense attorney STRAWMAN. You

If there is no defense attorney, it just passes to the defending STRAWMAN. If you accept, it stays with the prosecuting attorney. He has the power to settle the accounting if you authorize him to do so.

Get a copy of the court order appointing the attorney and accept it for value. This only if the Judge appoints at public defender. Do not dishonor the court by refusing this privilege. The privilege is for the STRAWMAN. Not for you. You can accept his services (offered by the court) and instruct him on how he will handle the case. You can do this because you are the creditor through your acceptance. You are in honor. is point the court, the prosecuting attorney, the clerk, and the appointed defense attorney are also in honor.

Prepare a letter of instructions to be mailed to the appointed (defense) attorney. This letter to the attorney is your contract with him. If you do not establish the terms of your contract with him, the presumption will be that his is a "defense" attorney and is defending the defendant as an officer of the court. Get a certified copy of the letter to the lawyer from the notary before it is mailed to the lawyer. If time is crucial, fax it to the lawyer with a notation that it is also being mailed by certified mail RRR. Have the notary mail it be certified mail RRR and give you a Certificate of Service. What should this letter say?

You are claiming an interest in the subject matter of this case Intervening Your property rights may not be protected by the existing parties You are accepting the public defender appointment offer and returning it You are requesting that the public defender put his BAR card away during this case You are requesting that the public defender act as your counsel instead of acting as an attorney There is not controversy over the facts He cannot start or join and argument He is not authorized to defend the Defendant You are asking that he read this entire letter into the record in open court and file it with the clerk You already have an agreement of the parties Copy of certificate is attached You are asking him to check the clerk's file for a bond and bond the charges You are not disputing the facts You want the prosecuting attorney to write the check to close the account You will accept the prosecuting attorney's

bond to bond the charges You will start bankruptcy if necessary to locate your remedy You want settlement and closure You may require the defense attorney to file a notice of appearance in the case [See sample #7]

Check the clerk's file for a bond. There has to be a bond in every case in the event the complaint is a fraudulent claim. The presumption is that the prosecuting attorney's bar number is bonding the case, but there is no written evidence of a bond in the file. If there is no written bond, you can bond the case. The presumed attorney's bond is superseded by a written and signed bond. Get a certified copy of the docket sheet at the clerk of court, which will document that there is no bond in the case. A pre-dated bond might just show up in the file later and minimize the effect of your bond. You can bond the case.

The Bond falls into the category of a replevin bond. It is not a replevin bond, because they were used in common law before the court systems (law and equity) were integrated. Now it has to be a bond that is in the Nature of a replevin bond that is used as a replevin bond was used.

(14) Prepare your bond to bond the case. This is the bond that completes the accounting for the court. It has the charge on the books, but it does not have the offsetting bookkeeping entry. The missing bond is what has the books out of balance. When you put your bond into the case file by filing it with the clerk of court, it balances the books. Attach a photocopy of the docket sheet to your bond to verify the lack of a bond in the case. [I do not know why it is not notarized, but my guess is that it is coming from the private side and not the public side. If you have a notary PUBLIC notarize your signature, you may be mixing private and public, and there are no prothonotaries [*The Prothonotary is the elected civil clerk of the Court of Common Pleas and is responsible for recording all civil procedures before the court. This official signs and seals all writs and processes numerous other documents of the Court of Common Pleas*] to be found anymore. Even if we had protonotaries, that may cause a conflict, since we are totally under admiralty law now. The bonds that have been used already were not [notarized.] If there is no defense attorney, you can enter your certificate of non-response into evidence and request judicial review of the administrative process. [See Sample #8]

(15) Remove the case. If the judge does not dismiss the charges by discharging the bond, you can remove the case into another court with an amendment complaint for judicial review, using the original case filing fee to cover the filings fees in the court to which it is being removed. This might mean removing the case from justice court to county court, or from county court to federal court, or from civil to criminal, or from criminal to civil. Sometimes the same judge can be on the original case and on the removed case.

It is important to understand that you are not asking for a default judgment from the new court. You are asking for judicial review. You want a judgment in estoppel – not default judgment. The default judgment is already finished. The notary did that. The respondent was in dishonor. He defaulted on his duty to respond. When the notary issued the certificate of non-response, she was certifying the default. [See Sample #9]

Sit back and observe the play. You have done all your preparation work. Stay alert, but do not participate If there is an appointed public defender. Let him be your mouthpiece. Do not hire an attorney though if they Do not appoint a public defender. You may have to participate enough to get your third party witnesses as to The agreement of the parties and your status as the creditor on the record. Don't screw it up by dishonoring Your own status as the creditor on the cases. They will try everything to get you to:

-testify

-argue
-call witnesses
-file an answer
-explain your private process
- dishonor the judge
- dishonor the prosecutor
- dishonor your lawyer

-join the commercial process
-hire an attorney
You can ask their witnesses questions about the certificate(s) issued by the notary.
- Did you respond to my notice of acceptance and request for confirmation?
- Did you send me a copy of a notice of dishonor from a qualified third party?
- Did you cure your breach?
-

If there is a problem with the judge or the other actors accepting your acceptance, there is always a Wonderful question to ask:
"Your Honor, will your bond withstand the commercial liability of the charges this court is entering today?"

Do not participate in the courtroom drama.
The court appointed public defender speaks for the Defendant. If there is no public defender, you can make
your own points, but you are limited to very few issues.

- There is no controversy
- You want settlement and closure
- You have accepted the judge's oath and have a contract with him
- You have bonded the case
- You do NOT do any of the things listed above
- There is a public defender, he is the only one who can speak from your side of the courtroom. As long as there is a "defense attorney, the judge cannot see you or hear you. If you try to talk (out of frustration or e or for clarification), you will lose your position as creditor. Debtors testify, argue, call witnesses, filers, and dishonor. You are not a debtor.

When the judge asks how the defendant pleads, it is your counselor who will answer. His answer ld be that he has a statement to read into the record. That statement should be your letter to the counselor.

Everything in your letter to the counselor is designed to have him act in his capacity as a lawyer for his client), while he protects your private interests and negotiates closure and settlement for you. He is not permitted to defend the defendant (the STRAWMAN). He is not permitted to argue any of the facts. He is not permitted to engage in any controversy at all regarding this case. His job is to be your mouthpiece in the proceeding. He is an officer of the court and has capacity to speak in that court. If there is a public defendant, you NEVER speak in court. If you do, you will negate the relationship you have with him by dishonoring him. You will not be acting like a creditor. You will be acting as though he is incompetent to represent your creditor position and bring closure to the case. Remember Rule #2. Stay in honor.

You are authorizing the counselor to negotiate the settlement for you. Stay out of his way so he can do that. Keep your mouth shut in court. You are not going to testify EVER! Debtors testify, Debtors defend

themselves. Debtors dishonor. The term might be that the STRAWMAN pleads guilty. This is for the public show. It should be problem for you to enter a plea of guilty to the to the facts for the defendant. You are not disputing the facts. It should be a problem for the defendant to plead guilty to the charges. Once you have the appearance bond, AND UPON THE ISSUANCE OF THE APPERANCE BOND, the lawyer can enter a plea of guilty for the defendant, because your exemption is bonding the whole case. When you accepted and returned the presentment, and attached an instrument to discharge all the charges, and sent your letter of credit to the secretary, and gave notice to the public that you had accepted the presentment, you became the creditor in the case.

The first time you are in court, the lawyer will read the Lawyer Letter into the record. The lawyer will almost always say he cannot or will not read the letter in court. He will whine and imply that you are silly and maybe even stupid, but he will read the letter, because the judge knows he has it and has been instructed to read it. He knows this because you asked him to file it with the clerk in the file. If he does not have it in the clerk's file before the hearing, you can put it in there on your way into the hearing. Get a certified copy of it to show him when you sit down next to him at the defendant's table in the courtroom.

Also, be prepared to give him cues as to what you want him to do. You might want to prepare cards with large font messages for him to read if he gets off track and away from your instructions:

DO NOT ARGUE ANY OF THE FACTS ENTER THE JUDGE'S OATH INTO THE EVIDENCE FILE READ MY LETTER INTO THE RECORD ENTER MU BOND INTO THE EVIDENCE FILE WE ARE HERE FOR SETTLEMENT GO FOR CLOSURE ASK JUDGE TO DISCHARGE THE BOND THERE IS NO CONTROVERSY DO NOT CALL ANY WITNESSES DO NOT CROSS EXAMINE EXCEPT REGARDING THE NOTARY'S CERTIFICATE

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Administrative Process – Certificate Sample # A1
CERTIFICATE OF NON-RESPONSE
RE: Acceptance by John Henry Doe of complaint on case #12121212 JOHN H DOE
Susan Smith, am the notary who verified Dave Brown's dishonor of John Henry Doe's Notice of Acceptance, for JOHN H DOE, pursuant to state law regarding evidence of dishonor O.C.G.A. §11-3-505 and §11-1-202. I certify the following:
_____, the record shows I mailed a NOTICE OF BREACH to Dave Brown at ABC Agency at [ADDRESS}, by certified mail package # {CERT #} RRR, as verified by Certificate of Service.
After acceptance of both mailings, Dave Brown, for ABC Agency, refused to send the confirmation that the account for case # 121212212 has been adjusted and settled, nor a notice of dishonor from a qualified third party excusing his refusal, in the ten (10) days following the second mailing.
Dave Brown, for ABC Agency, did not cure his dishonor. He gave no reason for his refusal to confirm the adjustment and settlement of the account or send a notice of dishonor.
Therefore, based on the foregoing facts, I certify that Dave Brown, for ABC Agency, dishonored John Henry Doe and me through his non-response, and did thereby agree that John Henry Doe accepted the subject complaint for case # 12121212, returned the complaint, exchanged his exemption for the discharge of the associated charges, presented an authorization for the use of his credit to set off all associated court charges, included processing instructions, included a statement of account showing a zero balance, sent a letter of credit to Timothy Geithner as notice that exemption # 123456789 was being

used to settle account #12121212.
Further Dave Brown agree that his refusal to send the written confirmation of the settlement of account # 12121212, or notice of dishonor from a qualified third party, in no way negates the fact that said account settled and closed, that he and the agency he represents have no capacity to pursue collection on said account, and that further pursuit of collection is agreement that Dave Brown and ABC Agency collectively and severally owe JOHN H DOE $5000 for expenses of handling Dave Brown's presentment and that JOHN H DOE may take all necessary steps to secure its claim to the debt owed to it and to collect.
Dated: _____ (seal)
Notary Public
(stamp)
Susan Smith, Notary Public [Address} [Address}
Void Where Prohibited by Law

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Admin Process – Notice of Acceptance Sample # A2
Certified Mail # ---- ---- ---- ---- 9898 RRR
Mailed by: Susan Smith, Notary Public [Address] [Address]
To: Dave Brown NOTICE TO AGENT IS NOTICE TO PRINCIPAL At ABC Agency NOTICE TO PRINCIPAL IS NOTICE TO AGENT [Address] [Address]
Date: _____
Re: complaint on case $12121212 JOHN H DOE
Notice of Acceptance
Please be advised that I have accepted your presentment to JOHN H DOE for assessed value and am returning it to you in exchange for closure and settlement to account # 12121212. Please send the confirmation that the account for case # 12121212 has been adjusted and settled, to the address shown above, or send a notice of dishonor from a qualified third party. I am also enclosing an authorization for you to facilitate the use of my credit to discharge all court charges that may apply. The instructions and statement of account are attached for your convenience. John Snow is also being notified that I have using my credit for this purpose.
Your refusal to send the confirmation or notice of dishonor will in no way negate this settlement, and will be your agreement that you and your agency have no capacity to pursue collection, further collection efforts confirm your agreement that you and your agency, collectively and severally owe JOHN H DOE $5000, and the JOHN H DOE may take all necessary steps to secure its claim to the debt owed to it and to collect.
Thank you for your immediate attention to this matter.
Sincerely,
_____ No: 9898 John Henry Doe

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Admin Process – Certificate of Service Sample # A3
CERTIFICATE OF SERVICE
On _____ I mailed to:
[Name of Respondent] [Address] [Address]
The papers identified as:
1) Notice of Acceptance 2) Accepted presentment
by mailing them in a pre-paid envelope, addressed to the recipient named above, bearing
Certified Mail # ---- ---- ---- ---- 9898 Return Receipt Requested.

Dated _____
Notary Public My commission expires
Susan Smith, Notary Public [Notary's Address] [Notary's Address]
Seal

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Admin Process – Notice of Non-Response Sample # A4

Mailed by: Susan Smith, Notary Public Certified Mail # ---- ---- ---- ---- 9898 RRR [Address] [Address]
To: Dave Brown NOTICE TO AGENT IS NOTICE TO PRINCIPAL At ABC Agency NOTICE TO PRINCIPAL IS NOTICE TO AGENT [Address] [Address]
Date: _____
RE: complaint on case #12121212 JOHN H DOE
On _____ I sent you a notice of acceptance and a request that you send confirmation that the account for case # 12121212 has been adjusted and settled, or send a notice of dishonor from a qualified third party. It was sent by certified mail # _____9899 return receipt requested with a certificate of service.
In the event your dishonor through nonperformance and non-response was unintentional or due To reasonable neglect or impossibility, I am attaching a copy of the same presentment to this notice of non-response.
Please send confirmation that the account for case # 12121212 has been adjusted and settled to the address shown above, or send a notice of dishonor from a qualified third party. If you have an excuse for not performing as requested, please mail your particular statement to me at the address noted above. Your specific performance or statement is expected no later than ten (10) days from the date this notice is postmarked.
Thank you for your prompt attention to this matter. If you fail to cure the breach, your refusal Will be your agreement to all statements made in the notice of acceptance.
(seal)
_____ Notary Public
(stamp)
No: 9898

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Court Process – Notice of acceptance to judge Sample # A5

Mailed by: Susan Smith, Notary Public Certified Mail # _____ RRR [Address] [Address]
To: Dave Brown NOTICE TO AGENT IS NOTICE TO PRINCIPAL At ABC Agency NOTICE TO PRINCIPAL IS NOTICE TO AGENT [Address] [Address]
Date: _____
RE: complaint on case # 12121212 [PLAINTIFF] vs. JOHN H DOE
Dear [Judge's name ex: James, Jones],
Please take notice that I have accepted the presentment made by [name of prosecuting attorney] to JOHN H DOE for assess value and returned it to the presenter in exchange for closure and settlement of account #12121212. I have exchanged my exemption for a discharge of the charges. I enclosed an authorization for him to use my credit to discharge all court charges that may apply. The instructions and a statement of account were attached. The Treasury has also been notified that I am using my credit for this purpose.

I request an appearance bond at no cost to me so I can enter a plea for the Defendant. I do not dispute any of the facts in the charging instrument. Based upon the issuance of the appearance bond and the absence

of an assessment and findings of fact and conclusions of law I will enter a plea for the defendant exchanging my exemption for full settlement of the account, both civil and criminal. I have requested that I be notified through the notary named above with the place, date, and time I should appear to receive the appearance bond. I expect that will also be when I will enter the plea for the defendant into the record.

The opposing parties have previously reached an agreement on the issues in the complaint. There is no controversy. A copy of the relevant certificate is attached. I want settlement and closure of this account immediately.
Sincerely,

_____ John Henry Doe No. 9898

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Court Process – Notice of the court (clerk) of acceptance and private process Sample # 6
John Henry Doe
Contact address: Susan Smith, Notary Public [Address] [Address]

[NAME OF COURT]

STATE OF _____
Plaintiff,

vs.

JOHN HENRY DOE
Defendant

_____)

Please be advised it is my intent to expedite this process to reach settlement and closure on this accounting immediately. I have accepted complaint # 12121212 for value and returned it to Mr. _____, who appears to be the charging party on behalf of the STATE OF ARIZONA.

I have exchanged my exemption (#123456789) for the discharge of the charges. I hereby request an appearance bond at no cost to me so I can enter a plea for the Defendant. I do not dispute the facts. Based upon the issuance of the appearance bond and the absence of an assessment and findings of fact and conclusions of law, I will plead guilty to the charges and exchange my exemption for full settlement of the account, both civil and criminal. Please notify me at the address shown above with the place, date, and time I should appear to receive the appearance bond. I expect that will also be when I will enter the plea into the record.
I have attached a copy of the certificate relevant to the existing agreement and copies of James Jones' oath of office and bond. I have retained the originals for introduction in open court.
Submitted this _____day of_____2012

_____
Name
A copy of the foregoing was mailed on the _____ day of _____, 2012 to _____, attorney for Plaintiff Court Process –

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Letter to Counselor Sample #7

Date: 03/30/12
: Greta Jones – Counselor
M: John Henry Doe
: case # 12121212 [PLAINTIFF] vs. JOHN H DOE
U.S. District Court, Southern District of Some State

Dear Mrs. Jones,
Please take note that I am claiming an interest relating to the property which is the subject of this action in rem. I am so situated that the disposition of the action may as practical matter impair or impede my ability to protect that interest, which is not adequately represented by existing parties. I accept the kind order of the U.S. District Court, Southern District of Some State on 09/19/02 by John Black to appoint you attorney for the Defendant. I accept this offer for value and am returning it with this notice to you. I now request that you escrow your BAR certificate during the course of this case, and serve as my counsel in the following manner and only in the following manner.
As there is no controversy in this matter, I do not want you to argue any facts or public issues as they apply to the Defendant. YOU ARE NOT AUTHORIZED TO FOSTER AN ARGUMENT OR TO JOIN AN ARGUMENT on my behalf or on behalf of the Defendant. You are not authorized to defend the Defendant.

For you to stay in honor, I want you to enter the notice into the record by filing it with the clerk of court and by reading it into the record in open court. This is notice that I have accepted for value and returned all public offers associated with this matter, and notice that I have made every effort to reach settlement through exchange of my exemption for adjustment and setoff of the public charges against the Defendant. Ask the judge to take mandatory judicial notice of the private agreement that has been reached through offer and acceptance. A copy of the relevant certificate is attached.

I want you to get a copy of the bond that bonds the charges in this matter. If there is no bond In the file, I will provide my bond in its stead.

NOTICE OF ACCEPTANCE OF OFFER. RETURN OF OFFER & INSTRUCTIONS

1. I want you to request an appearance bond at no cost to me so I can be released on my own recognizance. When the bond has been issued, I will enter a plea of guilty to the facts for the for the Defendant. I will not dispute any of the facts in this matter, but I do not agree to be held personally liable with no protection.
2. After acquiring the appearance bond, I authorize you to use my exemption to bring the accounting on this matter to closure. Request that the prosecuting write a check to close the account and release the bond to the Defendant.
3. If for some reason my request for an appearance bond is dishonored, I want you to give notice of my intent to accept John Brown's bond for value and to use it to bond the charges using his bond as surety. His signature is the only one on record as a responsible party.
4. If necessary, I also want you to give notice of my intent to accept John Brown's bond for value and to use it to charge a Chapter 7 involuntary liquidation and start discovery under 11 USC 1126(b). If the dishonor is not cured within 72 hours, I want you to file the bankruptcy petition in the Federal Bankruptcy Court naming the Defendant as the Debtor and John Brown as a delinquent creditor, along

with others who have already or may dishonor me. You are authorized to distribute B10 (Proof of Claim) forms to the dish honoring parties, should there be any at the next hearing. This bankruptcy discovery process will locate my remedy and release it to me through liquidation of the delinquent creditor's assets.
5. In the event you, as my fiduciary, dishonor me by not following my instructions, I request that you file a Mandatory Judicial Notice of your refusal with the court and file a written appearance in this case.

Thank you for your understanding and cooperation.
_____ John Henry Doe

NOTICE OF APPEARANCE OF OFFER. RETURN OF OFFER & INSTRUCTIONS

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Bond the Case Sample # 8
John Henry Doe [Address] [Address]
Superior Court in and for the County of _____ [or wherever]

There appearing no bond of record to initiate the matter regarding Case # 00000000 and Warrant # 000000 [if applicable] and associated account(s), I , John Doe Smith, undertake as follows:
In consideration of the fact that no lawful money of account exists in circulation, and in consideration of the fact that I have suffered dishonor regarding the matter of Case # 00000000 and Warrant # 000000 and associated account(s), I underwrite with my private exemption #123456789, any and all obligations of performance/loss/costs sustained by the United States of America / State of [name of state] and the respectful citizens regarding said matter.
Done at [name of county] county, [state], this _____ day of _____,2012.
_____ John Henry Doe

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Bond the Case Sample # 9
John Henry Doe Susan Smith [Notary Address] [Notary Address]
UNITED STATES DISTRICT COURT [City], [State]
JOHN HENRY DOE) AMENDED COMPLAINT Plaintiff) BILL IN EQUITY vs.)) ABC Agency) Case No. _____ Defendant
_____
_____ County)) ss [State])
JURISDICTION AND VENUE
1 Jurisdiction in this matter is hereby granted by John Henry Doe, authorized representative for JOHN HENRY DOE by way of sufficiency of pleadings (see Affidavit in Support of AMENDED COMPLAINT BILL IN EQUITY).
2 The venue of this court is correct as JOHN HENRY DOE does business in the STATE OF _____, AND john henry doe is diverse from ABC Agency, doing business in STATE OF _____, and the amount in controversy exceeds Seventy-five thousand ($75,000.00) Dollars.

PARTIES
1 JOHN HENRY DOE has established a residency in STATE OF _____ for over one year.
2 ABC Agency demonstrates a residency in the jurisdiction of the UNITED STATES and does Business in STATE OF _____.

FACTS

1 Plaintiff has exhausted administrative remedy and comes to this court of equity with clean Hands and in good faith (see exhibits A,B,C)

2 Plaintiff has established "judgment in estoppel" against Defendant as evidenced by attached the Certificate of Non-response, certified by Susan Smith, a notary public for _____ County, _____.

3 Plaintiff's administrative remedy is *res judicata*.

4 Failure of Defendant to respond in this matter is *stare decisis*

5 Plaintiff's administrative remedy is ripe for judicial review, and there are no facts in controversy.

Respectfully submitted by order of JOHN HENRY DOE

_____ John Henry Doe, authorized representative Of JOHN HENRY DOE

[State])

) [County])

On this _____ day of _____2012, I, _____, a notary public for The county and state noted above, did upon proper identification by *John Henry Doe* received his oath Sworn and subscribed, and did witness his signature on the foregoing.

Notary Public My commission expires

Service: A copy of the foregoing was mailed by First class mail on this _____ day of _____, 2012 to:

ABC Agency [Address] [Address]

Dave Brown [Address] [Address]

CREDITORS AND THEIR BONDS

A4

1) Bond supporting credit authorizations
2) Bond for discharge
3) Appearance bond
4) Surety Bond
5) Case bond
6) Performance bond

RULES OF THE GAME

RULE #1: The fiction and the real cannot mix. The public and the private cannot mix.
RULE #2: Stay in honor at all costs.
RULE #3: There is no money.
RULE #5: Do not participate in public plays. [I am not a math teacher]
It all has to do with trusts. Here is an example of a typical court scenario when the man participates: Here is a different scenario when the man does **NOT** participate:

Administrative Process Step One: Visualize this first: You are in the courtroom on your case.
Step Two: Prepare the Certificate of Non-response.
Step Three: Prepare your Notice of Acceptance.
Step Four: Prepare the Notice of Non-response for the Notary.

4) Accept and return the court presentment.

5) Attach an asset – an authorization for the State to use your credit.

6) Letter of credit

7) Get a certified copy of the judge's oath of office and accept it for value.

8) Get a certified copy of the judge's bond and accept it for value.

9) Give notice of your acceptance by a private mailing to the man or woman doing business as a judge.

10) File a notice of acceptance on the public side.

Public Defender Hot Potato Game
11) Get a copy of the court order appointing the attorney and accept it for value.

12) Prepare a letter of instructions to be mailed to the appointed (defense) attorney.

13) Check the clerk's file for a bond.

14) Prepare your bond to bond the case.

15) Remove the case.

Sit back and observe the play. Do not participate in the courtroom drama.

That's it, will read again after your updates.

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A **case bond** is an investment in a legal claim. More specifically, it is a non-recourse purchase of an assignment interest in a legal cause of action. A case bond provides a litigant with money prior to a monetary recovery. In return, the case bond accrues fees until there is a recovery which triggers the satisfaction of the assignment interest. If there is no recovery in the underlying claim or lawsuit the case bond self terminates and the obligation to satisfy its terms expire. Typically, case bonds are used by litigants to cover the costs of daily living expenses, medical bills and litigation costs.

This investment vehicle was first developed in the late 1990s due to the need for funding to claimants in lawsuits prior to a recovery due to the extended lengths of time involved with litigation. A case bond is a type of structured investment product; it varies in size based on the anticipated value of a potential resolution in a pending lawsuit or claim securitized solely by any proceeds recovered.

Contents

History

Historically, a third party investing in a lawsuit was a problem. In the Common law of England, the practice of financing lawsuits was connected with champerty and maintenance, which was a practice whereby the investor would become involved in the lawsuit. Lawsuits were won through intimidation and other methods rather than the merit of the case.[1]

English common law was incorporated into the statutes of many states,[2] thus the states inherited the rules prohibiting this practice. However, the definition of Champerty and/or Maintenance differs between states. In many states, it is no longer part of the law, in favor of existing laws regarding legal fees and recognizing existing laws regarding investment and financing in general. It is also important to note that in some instances, the retraction of these laws was due to the belief that the modern judicial system is not susceptible to the pressures exerted on medieval English judges. The original laws stemmed from the fact that the third party would or could interfere with the justice system.

In a case bond, the third party does not get involved with the lawsuit at all. The purpose of the investor in a case bond is to allow the plaintiff to continue life without the requirement of a settlement due solely to a lack of funds (which is often the case). Historically in the US, the plaintiff has often been "caught" in a lawsuit that could be won or settled for a large figure, but simply cannot support him/herself long enough to see the lawsuit through to its end. In many cases a defendant has been aware of this situation and has relied upon it to coerce the plaintiff to settle for a much lower figure than would otherwise be possible. With the present system of case bonds, there is a lack of "urgency" for the plaintiff to settle out of court for lower amounts than those they would owe based on the amount of the case bond already in force. For example: if a plaintiff were required to pay $10,000 to the case bond investor based on the contractual case bond amount, settling for less than $10,000 would not be possible. This creates a problem for the defendant and possibly even for the plaintiff's attorney if they are considering settling for a lower amount. So, the purpose of the case bond is to reduce the "urgency" or "need" of the plaintiff to settle for a lower amount.

Disambiguity

Lawsuit venture capitalism

Lawsuit venture capitalism is different from a case bond in that it occurs before the lawsuit begins. It is arguable that in many cases the lawsuit would not have been filed without the introduction of the 3rd party.[3] A case bond requires that a case already be filed and "underway".

Litigation funding

Main article: Litigation funding

Litigation funding is different from a case bond in that it is primarily used for support of the lawsuit itself, or related items such as expert fees and court fees. A case bond is only linked to the case by the simple nature of the possibility of payout at the end, should the case be successful. while litigation funding may or may not be dependent upon the outcome and may involve fee recovery being attached. Litigation funding may also be required in a case where a contingency fee-based attorney is not available.

Legal finance

Main article: Legal finance

Legal finance is the category in which a case bond will be found. A case bond is one distinct type of legal finance or legal funding.

Champerty and maintenance

Main article: Champerty and maintenance

Maintenance "...is directed against those who, for an improper motive, often described as wanton or officious intermeddling, become involved with disputes (litigation) of others in which the maintainer has no interest whatsoever and where the assistance he or she renders to one or the other parties is without justification or excuse."[4]

Champerty "...is an egregious form of maintenance in which there is the added element that the maintainer shares in the profits of the litigation. Importantly, without maintenance there can be no champerty."[4][5]

Unlike the above, a case bond is merely supplied, with no involvement on the part of the investor(s) in the bond (therefore there is no meddling).

References

1. ☐ *Works* (Bowring (ed), 1843) vol 3, pp 19–20
☐ ☐ line 46[*permanent dead link*]
☐ ☐ *"FindLaw's Writ - Sebok: Venture Capitalism For Lawsuits? (part Two)"*. *Writ.news.findlaw.com. 2001-02-26. Retrieved 2012-01-01.*
☐ ☐ http://www.canlii.org/en/on/onca/doc/2002/2002canlii45046/2002canlii45046.html[*permanent dead link*] paragraph [27]
5. ☐ *Findon v. Parker* (1843), 11 M. & W. 675 at 682, 152 E.R. 976 at 979 (Exch.)

Categories:

- Legal costs