

John Doe  
c/o 1234 South Street  
Scottsdale, Arizona 30000

Dated: \_\_\_\_\_

Arizona )  
          ) ss  
Maricopa county )

**Declaration by Affidavit in support of Conditional Acceptance**

Having been duly sworn, Affiant declares the following:

1. John Doe, Affiant, is competent to state to the matters included in this declaration, has knowledge of the facts, and hereby declares that to the best of Affiant's knowledge, the statements made in this affidavit are true, correct, complete, and not meant to mislead, and under full commercial liability.
2. Affiant is not in possession of documentation that proves R. Smith (Respondent) claim that she has authority to enforce an instrument as against Affiant;
3. Affiant is not in possession of documentation that proves Respondent's claim that she is a bona fide creditor with respect to Affiant;
4. Affiant is not in possession of documentation that proves Respondent's claim that she represents a bona fide creditor with respect to Affiant;
5. Affiant is not in possession of documentation that proves Respondent's claim that she has a registered commercial claim against Affiant;
6. Affiant is not in possession of documentation that proves Respondent's claim that Affiant is a party to a security agreement supporting her claim;
7. Affiant is not in possession of documentation that proves Respondent's claim that there was need for her intervention in a teenager's conversation with her stepfather;
8. Affiant is not in possession of documentation that proves Respondent's claim that there was a need for violence against Affiant to evaluate said teenager's conversation with her stepfather;
9. Affiant is not in possession of documentation that proves Respondent's claim that Affiant was aggressive toward or dishonored Respondent in any way;
10. Affiant is not in possession of documentation that proves Respondent's claim Affiant is subject to regulatory procedures of the City of Scottsdale;

Further Affiant sayeth not.

\_\_\_\_\_  
John Doe, Affiant

Arizona )  
          ) ss  
Maricopa county )

**ACKNOWLEDGEMENT**

I, \_\_\_\_\_, a Notary Public for said County and State, do hereby certify that John Doe, personally appeared before me and executed the foregoing. Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission expires

John Henry Doe  
c/o 1234 South Street  
Scottsdale, Arizona 85000

RE: Offer from Officer Smith - Citation # \_\_\_\_\_

April 27, 2002

\_\_\_\_\_, Clerk of Court  
Superior Court in and for the County of Maricopa

\_\_\_\_\_  
Mesa, Arizona \_\_\_\_\_

TO: Clerk of Court

Please deliver the enclosed **courtesy copies** to the judge for case # \_\_\_\_\_  
It is my intent to settle the account privately without resort of a tribunal.  
(remedy)

Thank you,

# CERTIFICATE OF SERVICE

On \_\_\_\_\_ I mailed to:  
[name of respondent]  
[address of respondent]

the papers identified as:

1. Conditional Acceptance and Redraft
2. Affidavit in Support
3. Blank Certificate of Service

by mailing them in a pre-paid envelope bearing Registered Mail # \_\_\_\_\_  
for John Henry Doe .

My mailing location is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I am over the age of 18 and not a party to the transaction regarding the papers I mailed.

Dated \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

John Henry Doe  
c/o \_\_\_\_\_  
\_\_\_\_\_

Registered Mail # \_\_\_\_\_ RRR

April 26, 2002

**PRIVATE**  
*THIS IS NOT A PUBLIC  
COMMUNICATION*

RE: Notice of Determination dated April 20, 2002  
Account # 123-45-6789

[name of person from collection department]  
c/o Internal Revenue Service  
301 South Park Avenue Suite 242  
Helena, MT 59626

Dear \_\_\_\_\_:

I have had an opportunity to review your previous requests for performance and have determined that I need more information before proceeding; therefore, as I may have made mistakes in handling this matter, at this time I withdraw all previous requests, claims or defenses I may have mistakenly sent to you or to anyone in your organization. It is not my intent to argue or protest anything you have said or demanded; nor is it my intent to dishonor you in any way. I hereby timely and conditionally accept your draft and am prepared to carry out your request upon verification by you that I have an obligation to file a return or pay a tax. I am not in possession of documentation with my valid signature showing I have agreed to file a return or pay a tax. Your presentment is accepted for value and attached hereto.

Contacting me again without first properly documenting that I have an obligation to you regarding account # 123-45-6789, after your verifiable receipt of this acceptance, will establish that you intended to use interstate communications in a scheme of fraud by using threat, intimidation, deception, and /or enticement to coerce me to commit some act creating a legal disability where none exists.

Statement of Account as of this date: The aggregate amount of unpaid obligations for account # 123-45-6789 for all transactions with your organization is zero. I hereby request the following records:

1. an accounting of account # 123-45-6789
2. a list of collateral securing the debt you claim is owed to you or your organization
3. your approval or correction of my statement of account

The requested documentation proving your claim and the records fulfilling your obligation to provide records pursuant to ARS 47-9210 and UCC 9-210 must be in my hand in fourteen (14) days

plus mailing time, or I will take your silence to be your agreement with my statement of account and that you have no claim against me or JOHN HENRY DOE, and the matter will be finally and totally settled. Be sure to include with your approval or correction of my statement of account, the accounting for account # 123-45-6789, and the list of collateral, as well as evidence-quality documentation proving your claim that you have authority to enforce an instrument, including without limitation, 1) certified copies of documents showing that you are or represent a bona fide creditor in a collection process, 2) the name(s), address(es), and telephone number(s) of the bona fide creditor(s) if you are an agent, 3) certified copies of the registered claim upon which you are collecting, showing JOHN HENRY DOE as the debtor and said bona fide creditor(s) as the secured party/ies, 4) your copy of the security agreement with my signature supporting said registered claim(s), and my written authorization for you to use my name for profit. In the alternative, you may withdraw your claim through written notice to me.

Your failure to accept my offer of settlement by producing the requested records and documentation, or in the alternative sending me a written withdrawal of your claim, will constitute your stipulation that I have no duty to file a return or pay a tax and you have no right to pursue collection.

Your failure to accept and carry out my request will also constitute your dishonor of my redraft and your agreement to pay me:

1. \$1000.00 for each communication you or your organization cause to be sent to me or to JOHN HENRY DOE regarding your unsubstantiated claim
2. \$10,000.00 for each day my liberty is restrained as a result of your dishonor of my acceptance and redraft, and
3. three times the value of any property that is taken by you or your organization without a proof of claim.

This is a private presentment to you in your individual capacity and is intended to effect an out-of-court settlement of this matter. I reserve the right to use notarial protest to commercially conclude this matter. Conduct yourself accordingly.

Sincerely,

---

John Henry Doe

**ARS 47-9210. Request for accounting; request regarding list of collateral or statement of account** [same as UCC 9-210]

A. In this section:

1. "Request" means a record of a type described in paragraph 2, 3 or 4 of this subsection.
2. "Request for an accounting" means a record authenticated by a debtor, requesting that the recipient provide an accounting of the unpaid obligations secured by collateral and reasonably identifying the transaction or relationship that is the subject of the request.
3. "Request regarding a list of collateral" means a record authenticated by a debtor, requesting that the recipient approve or correct a list of what the debtor believes to be the collateral securing an obligation and reasonably identifying the transaction or relationship that is the subject of the request.
4. "Request regarding a statement of account" means a record authenticated by a debtor, requesting that the recipient approve or correct a statement indicating what the debtor believes to be the aggregate amount of unpaid obligations secured by collateral as of a specified date and reasonably identifying the transaction or relationship that is the subject of the request.

B. Subject to subsections C, D, E and F, a secured party, other than a buyer of accounts, chattel paper, payment intangibles or promissory notes or a consignor, shall comply with a request within fourteen days after receipt:

1. In the case of a request for an accounting, by authenticating and sending to the debtor an accounting; and
2. In the case of a request regarding a list of collateral or a request regarding a statement of account, by authenticating and sending to the debtor an approval or correction.

C. A secured party that claims a security interest in all of a particular type of collateral owned by the debtor may comply with a request regarding a list of collateral by sending to the debtor an authenticated record including a statement to that effect within fourteen days after receipt.

D. A person that receives a request regarding a list of collateral, claims no interest in the collateral when it receives the request and claimed an interest in the collateral at an earlier time shall comply with the request within fourteen days after receipt by sending to the debtor an authenticated record:

1. Disclaiming any interest in the collateral; and
2. If known to the recipient, providing the name and mailing address of any assignee of or successor to the recipient's interest in the collateral.

E. A person that receives a request for an accounting or a request regarding a statement of account, claims no interest in the obligations when it receives the request and claimed an interest in the obligations at an earlier time shall comply with the request within fourteen days after receipt by sending to the debtor an authenticated record:

1. Disclaiming any interest in the obligations; and
2. If known to the recipient, providing the name and mailing address of any assignee of or successor to the recipient's interest in the obligations.

F. A debtor is entitled without charge to one response to a request under this section during any six month period. The secured party may require payment of a charge not exceeding twenty-five dollars for each additional response.

## **ARS Title 41 State Government**

Chapter 1 - Executive Officers

Chapter 2 – Administrative Officers

Article 2 – Notaries Public

### **ARS 41-332. Secretary of state; deputy county clerk; county clerk functions**

Notwithstanding any other provision of this article, if the clerks of the superior court in all counties and the secretary of state agree to centralize the functions of clerks of the superior court prescribed in this article in the office of the secretary of state, each clerk of the superior court shall deputize the secretary of state and the secretary's designees as deputy county clerks of the superior court solely for the performance of the superior court clerk's functions prescribed in this article and the clerks of the superior court and the secretary of state shall enter into *intergovernmental agreements* pursuant to title 11, chapter 7, article 3 to address issues relating to the centralization of functions.

## **Functions of a Notary from court cases**

**In consequence of the refusal** of the collector to file and make part of his deposition copies of the above reports of the defendants, **the notary public before whom his deposition was taken adjudged him to be in contempt and ordered him to pay to the Commonwealth a fine of five dollars and to be confined in the county jail ....**

The matter having been reported by the *notary* public to the Carroll County Court, as required by section 538 of the Kentucky Civil Code of Practice...

**It is further adjudged that the action of the notary public, Price, in adjudging the witness, D.N. Comingore, to be in contempt for failure to file copies of reports, papers, documents and exemplifications or to testify as to their contents, as requested, be sustained and affirmed, ...**

**BOSKE v. COMINGORE**, 177 U.S. 459, 44 L. Ed. 846, 20 S. Ct. 701 (1900)

**A court of the Territory of Florida, composed of a notary and five jurors...**

**DE LIMA v. BIDWELL**, 182 U.S. 1, 45 L. Ed. 1041, 21 S. Ct. 743 (1901)

The object of a statute, like that now before us, requiring the separate examination of the wife to **be taken by a judicial officer or notary public, ...**

..., the extrinsic evidence was, for the reasons and upon the authorities before stated, **incompetent to impeach the notary's certificate as to the manner in which he had performed his duty.**

**HITZ v. JENKS.; SAME V. SAME**, 123 U.S. 297, 31 L. Ed. 156, 8 S. Ct. 143 (1887)

Payment in such funds was refused by the bank and the usual protest was made.

He informed the *notary*, who had **protested** the notes for non-payment...

**CHENEY v. LIBBY**, 134 U.S. 68, 33 L. Ed. 818, 10 S. Ct. 498 (1890)

## **PROTEST**

**“A notarial act,  
being a formal statement in writing  
made by a notary  
under his seal of office,  
at the request of the holder  
of a bill or note,**

HOLDER: The holder of a bill of exchange, promissory note, or check is the person who has legally acquired possession of the same, by indorsement, or delivery, and who is entitled to receive payment of the instrument.

BILL: A formal declaration, complaint, or statement of particular things in writing.

NOTE: a unilateral instrument containing an express and absolute promise of signer to pay to a specified person or order, or bearer, a definite sum of money at a specified time.

**“in which it is declared  
that the bill or note described  
was on a certain day  
presented for payment, (or acceptance,)**

ACCEPTANCE: The taking and receiving of anything in good part, and as it were a tacit agreement to a preceding act, which might have been defeated or avoided if such acceptance had not been made.

**“and that such payment or acceptance was refused,**

REFUSE(D): To deny, decline, reject. “Fail” is distinguished from “refuse” in that “refuse” involves an act of the will, while “fail” may be an act of inevitable necessity.

**“and stating the reasons, if any, given for such refusal,  
whereupon the notary protests against all parties to such instrument,  
and declares that they will be held responsible for all loss or damage arising from its dishonor.”**

Annville Nat. Bank v. Kettering, 106 Pa. 531 Am. Rep. 536  
Dennistoun v. Stewart, 17 How. 607, 15 L.Ed. 228

**“It denotes also all the steps or acts accompanying dishonor necessary to charge an indorser.”**

Townsend v. Lorain Bank, 2 Ohio St. 345  
Piedmont Carolina Ry. Co. v. Shaw, C.C.A.N.C., 223 F. 973, 977  
Maury v. Winlock & Toledo Logging & R. Co., 148 Wash. 572, 269 P. 815, 817

**Black’s Law Dictionary (4<sup>th</sup> Edition)**



## FOR NOTARIAL PROTEST PURPOSES

### UCC 3-505 Evidence of Dishonor. [same as ARS 47-3505]

(a) The following are admissible as evidence and create a presumption of dishonor and of any notice of dishonor state:

- (1) a document regular in form as provided in subsection (b) which purports to be a protest;
- (2) a purported stamp or writing of the drawee, payor bank, or presenting bank on or accompanying the instrument stating that acceptance or payment has been refused unless reasons for the refusal are stated and the reasons are not consistent with dishonor;
- (3) a book or record of the drawee, payor bank, or collecting bank, kept in the usual course of business which shows dishonor, even if there is no evidence of who made the entry.

(b) A protest is a certificate of dishonor made by a United States consul or vice consul, or a notary public or other person authorized to administer oaths by the law of the place where dishonor occurs. It may be made upon information satisfactory to that person. The protest must identify the instrument and certify either that the presentment has been made or, if not made, the reason why it was not made, and that the instrument has been dishonored by nonacceptance or nonpayment. The protest may also certify that notice of dishonor has been given to some or all parties.

#### Official Comment

Protest is no longer mandatory and must be requested by the holder. Even if requested, protest is not a condition to the liability of indorsers or drawers. Protest is a service provided by the banking system to establish that dishonor has occurred. Like other services provided by the banking system, it will be available if market incentives, inter-bank agreements, or governmental regulations require it, but liabilities of parties no longer rest on it. Protest may be a requirement for liability on international drafts governed by foreign law which this Article cannot affect.

**Our Protest: under international law**

1. is admissible as evidence
2. proves dishonor
3. proves a notice of dishonor
4. is regular in its form
5. is based on international law (pre-code commercial principles)
6. is mandatory

**Our Protest MUST:**

1. identify the instrument
2. certify presentment has been made
3. the instrument has been dishonored by
  - a. nonacceptance
  - b. nonpayment
4. certify notice of dishonor has been given to all parties

**Statutory Dishonor: not under international law – but under private law**

1. is admissible as evidence
2. creates a presumption of dishonor [no proof and no risk]
3. creates a presumption of notice of dishonor [no proof and no risk]
4. can be a stamp on the presentment [NSF]
5. can be a “writing” from the drawee, payor bank, or presenting bank [Wilson]
6. can be an internal entry in a book or record [no risk]
7. does not have to be signed [no commercial liability]

**Statutory Protest can:**

1. may be issued by a notary
2. may be issued on information [no affidavit under commercial liability]
3. must identify the instrument
4. must certify presentment has been made OR
5. that presentment was not made and the reason it was not made
6. must certify presentment was dishonored by
  - a. nonacceptance
  - b. nonpayment
7. certify notice of dishonor has been given to some or all parties [privity with US]
8. be use if desire, but is not mandatory

Richard M. Smith  
c/o ABC Corporation  
666 North Price Street  
Somewhere, Arizona 80000

Certified mail # \_\_\_\_\_ RRR

April 22, 2002

### Notice of Dishonor

Dear Mr. Smith:

I received a request by affidavit for a protest pursuant to ARS 47-3505, from John Henry Doe, who informed me you dishonored his presentment dated April 9, 2002 and sent to you at 666 North Price Street, Somewhere, Arizona 80000 on April 10, 2002, as evidenced by Registered Mail Receipt for package # RR 123 123 123 US and by Certificate of Service verifying the contents of the Registered Mail package.

In the event your dishonor through nonacceptance or nonperformance was unintentional or due to reasonable neglect or impossibility, I am attaching a copy of the same presentment to this Notice.

You may respond to me, and I will forward your response to Mr. Doe. Your response is expected no later than ten (10) days from the date you receive this Notice of Dishonor.

Thank you for your prompt attention to this matter.

Sincerely,

\_\_\_\_\_  
Notary Public

*Address*

(Stamp)

(Seal)

Edmund M. Smith  
c/o ABC Corporation  
666 North Price Street  
Somewhere, Arizona 80000

Certified mail # \_\_\_\_\_ RRR

May 3, 2002

**Notice of Protest  
and  
Opportunity to Cure**

Dear Mr. Smith:

On April 22, 2002 I sent you a Notice of Dishonor regarding the presentment John Henry Doe sent you on April 10, 2002. You failed to accept or perform after receiving the presentment from Mr. Doe, and you failed to accept or perform after receiving the same presentment from me.

You are now in default and have stipulated to the terms of Mr. Doe's April 10, 2002 presentment through your dishonor. You have the right to cure this default and perform according to said terms within the next ten (10) days. Should you fail to cure the default, I will issue a Certificate of Protest pursuant to Arizona Revised Statutes 47-3510.

Thank you for your prompt attention to this matter.

Sincerely,

\_\_\_\_\_  
Notary Public

(Stamp)

*address*

(Seal)

# Certificate of Protest

As a notary public for the County of Maricopa and State of Arizona, I hereby issue this protest and certificate of dishonor pursuant to ARS 47-3505, in favor of John Henry Doe and against Richard M. Smith regarding Mr. Doe's presentment dated April 9, 2002, which was twice dishonored by Mr. Smith by nonacceptance and nonperformance. I confirmed the dishonor myself. As of this date the associated default has not been cured.

On this 14<sup>th</sup> day of May, 2002, I certify that:

Said presentment was mailed to Richard M. Smith  
at 666 North Price Street, Somewhere, Arizona 80000  
on April 10, 2002  
by Registered Mail # RR 123 123 123 US - RRR  
with Certificate of Service signed by Pat Taylor

I mailed Notice of Dishonor to Richard M. Smith  
at 666 North Price Street, Somewhere, Arizona 80000  
on April 22, 2002  
by Registered Mail # RR 321 321 321 US - RRR  
with a copy of the original presentment

I mailed Notice of Protest to Richard M. Smith  
at 666 North Price Street, Somewhere, Arizona 80000  
on May 3, 2002  
by Registered Mail # RR 765 765 765 US - RRR

Dated this \_\_\_\_ day of \_\_\_\_\_, 2002

\_\_\_\_\_  
Notary Public

(Stamp)

Address

(Seal)

## Effective Redrafts / Ineffective Redrafts

1. I conditionally accept your offer to have me agree **that I owe you \_\_\_\_\_**
  - upon proof of claim that your records show the only obligation in this transaction is owed to you
  - *upon proof of claim that you don't have an obligation to me*
2. I conditionally accept your offer to have me agree **to give John Doe's property to IRS**
  - upon proof of claim that you won't be interfering in a contract I have with John to pay him
  - *upon proof of claim that you aren't exceeding your authority*
3. I conditionally accept your offer to have me agree **that you have a valid lien through the Notice of Lien you filed in the county records**
  - upon proof of claim that I am involved in a taxable activity
  - *upon proof of claim that the 16<sup>th</sup> Amendment was ratified properly*
  - *upon proof of claim that I owe that much*
4. I conditionally accept your offer to enter a plea for the defendant
  - upon proof of claim that your doing so without my permission would not create a reversible error
  - upon proof of claim that your doing so would be something other than practicing law from the bench
  - I take exception to your entering a plea when there is no controversy before the court
  - *upon proof of claim that you are at arm's length away from the Plaintiff financially*
  - *upon proof of claim that you don't get paid from the corporation that is the Plaintiff*
  - *You can't do that*

[check written on closed account]

If they say, "You can't do that!" Who has to prove the negative?

5. I conditionally accept your offer to have me agree **that I can't request a setoff**
  - upon your proving your claim that there is a law precluding me from doing that
  - *upon proof of claim that the check isn't the same as money*

5. "I am charging you with bank fraud."

I conditionally accept your offer to have me agree **that requesting a setoff through a written order is bank fraud**

- upon your proving your claim that it is
- upon proof of claim that I intended to defraud
- *upon proof of claim that there is real money in circulation for me to use to pay my debts*
- *upon proof of claim that my fiduciary isn't required to do what I ask*

6. "I am charging you with counterfeiting United States securities."

I conditionally accept your offer to have me agree **that I counterfeited US securities**

- upon your proving your claim that my request for a setoff is a counterfeit of a US security
- upon your production of the US security that I supposedly counterfeited
- upon your production of the notice of dishonor from my bank
- *upon proof of claim that you have jurisdiction over me*

**Avoid asking them to prove negatives!**

**Avoid making claims you can't prove! \_**

**Avoid generalities!**

**Avoid traversing!**

## Sample Redraft Wording

### Mortgage

I conditionally accept your offer to have me agree that **I owe you something**

9-210

- upon proof of claim that you are the only lender and I am the only borrower in this transaction
- upon proof of claim that the promissory note I gave you is going to be returned to me if I pay you the full amount you want
- upon proof of claim that your records show the only obligation in this transaction is owed to you
- upon proof of claim that the promissory note I gave you is still valid and in its original unaltered form
- upon proof of claim that the money you loaned me came from an account other than a demand deposit account into which my promissory note was deposited
- upon proof of claim that the bank doesn't have an offsetting liability equal to the value of my promissory note
- upon proof of claim that the promissory note was not changed into a form of money that the public would accept for payment
- upon proof of claim that my promissory note was not sold
- upon proof of claim that the interest referenced on the promissory note was created and made available for me to pay back the "loan" with interest
- upon proof of claim that you correct the statement of account I sent you on \_\_\_\_\_
- upon proof of claim that you sent the list of collateral I requested on \_\_\_\_\_
- upon proof of claim that you sent the record I requested on \_\_\_\_\_
- upon proof of claim that you did not dishonor me by failing to accept my requests and act according to commercial law

### IRS demand for your client to pay the tax IRS says you owe

I conditionally accept your offer to have me agree to **give John Doe's property to IRS:**

- upon proof of claim that I know anything about John's business
- upon proof of claim that you won't be interfering in a contract I have with John to pay him
- upon proof of claim that you will indemnify me if John sues me for giving his property to you
- upon proof of claim that I have personal knowledge about what you want to know

### IRS demand to bank to give them your money

I conditionally accept your offer for me to agree that **you can give my property to IRS:**

- upon proof of claim that you will not be causing me a damage if you give information to IRS
- upon proof of claim that you will not be causing me a damage if you give my property to IRS
- upon proof of claim that the information you are giving is not hearsay
- upon proof of claim that the information you are giving is accurate
- upon proof of claim that you are willing to assume the cost of the damages to me
- upon proof of claim that you have seen a valid claim from the IRS
- upon proof of claim that you have substantiated the claim from IRS
- upon proof of claim that I authorized you to pay my bills
- upon proof of claim that you know which of my bills are valid and which ones aren't

### **IRS (in general)**

I conditionally accept your offer to have me agree that you have a valid lien through the Notice of Lien you filed in the county records

- upon proof of claim that I agreed to participate in your internal tax program
- upon proof of claim that I voluntarily and knowingly entered into privity with you and your organization
- upon proof of claim that I am involved in a taxable activity
- upon proof of claim that I have agreed to file a tax return
- upon proof of claim that I have a duty to sign a tax return under penalty of perjury when I know the information is not true
- upon proof of claim that the primary liability doesn't fall on the maker if my conditional acceptance is dishonored

I conditionally accept your offer to seize my property for payment of alleged taxes

- upon proof of claim that someone other than me is the secured party of that property
- upon proof of claim that I have agreed in writing to subordinate my position as secured party over that property.
- upon proof of claim that the "finder", Agent \_\_\_\_\_, had personal knowledge that the items on the inventory list were lost or abandoned
- upon proof of claim that the "finder" seized the items cited upon the inventory list based upon information and belief emanating from a party having personal knowledge the items were lost or abandoned
- upon proof of claim that an illegal seizure, that is one predicated upon an insufficient search warrant, does not rise to the level of a felony on behalf of the purported "finder", Agent \_\_\_\_\_.
- upon proof of claim that evidence of the admissible kind which demonstrates that an illegal seizure, that is one predicated upon an insufficient search warrant, does not mandate the immediate release of property wrongfully seized by Special Agent \_\_\_\_\_ himself to avoid personal liability for damages.
- upon proof of claim that a receipt is commonly left for property that is abandoned or found.
- Upon proof of claim that items seized from behind locked doors of a private home and taken under armed threat are considered to be abandoned or lost.
- Upon proof of claim that said seizure was protested by actual owner of the property

I conditionally accept your offer to have me agree to send you something other than the note I sent you the first time

- upon proof of claim that congress has excluded the promissory note I sent you to discharge the tax from the list of instruments that is the equivalent of money
- upon proof of claim that that would be any better than the first one I gave you
- upon proof of claim that HJR 192 does not prohibit you from specifying the form of US currency I send you

### **Demand for payment of property tax**

I conditionally accept your offer to have me agree to pay you a tax on my property

- I conditionally accept your tax bill for another year of your services, upon proof of claim that I do not have the option to arrange for such services through a private company
- Upon proof of claim that I must re-register with you
- Upon proof of claim that I cannot register it in another state
- Upon proof of claim that that was the legislators' intent
- Upon proof of claim that you are not adding to the law
- Upon proof of claim that you are not already liable for failure to come when I call
- Upon proof of claim that I can change terms in a unilateral (adhesion) contract



### **Demand to get an occupational license:**

I conditionally accept your offer for me to agree that **I need to get an occupational license**

- upon proof of claim that what I am doing requires a license
- upon proof of claim that what I am doing is an occupation
- upon proof of claim that my initial application for that business license was something other than a voluntary pledge
- upon proof of claim that I can't cancel my voluntary pledge any time I want to
- upon proof of claim that within 4 months after expiration of the old license, you have lost your title and cannot compel me to renew the license in your state
- upon proof of claim that if I choose to reregister in another state, you cannot compel me
- upon proof of claim that performing my work is an illegal act and requires a license
- upon proof of claim all your State citizens understand they are in privity with the State and cannot be treated by someone other than persons licensed by the State
- upon proof of claim that the State has noticed all its citizens that they are limited to services provided by persons licensed by the State
- upon proof of claim that what I am doing is anything other than earning a living

### **Probation requirements**

You have signed a probation form where you agreed to perform according to probation

You signed an agreement to pay monthly for the debt your person has to the State (tax)

#### 1. Substantive side

You will have to settle the substantive side first through private negotiations. Their agreement will then handle the procedural side in the public.

I conditionally accept your offer to have me agree **I am subject to a probation agreement**

- upon proof of claim that I voluntarily signed the probation agreement
  - upon proof of claim that I was subject to the charges that resulted in the probation agreement
  - upon proof of claim that I agreed to be surety for the JOHN DOE entity that was charged with –
  - upon proof of claim that I agreed to subordinate my claim against the JOHN DOE entity
- #### 2. Procedure side

I conditionally accept your offer to have me agree **I have an outstanding public debt**

- upon proof of claim that the probation officer can hold me to a contract that has been satisfied through agreement
- upon proof of claim that there is a public debt to be paid after it has been discharged
- upon proof of claim the restraint of my liberty is based on something other than a mere statutory provision with limited application that does not include me

### **Bringing your certificate to the court real late**

I conditionally accept your offer for me to admit **I made mistakes in the past**

- upon proof of claim that I haven't corrected any mistakes I made have made by sending the conditional acceptance on the substance side to find out if they have a valid claim
- upon proof of claim that there is even a controversy at this time
- upon proof of claim that a process other than the one I used would have settled this matter as advantageously for me as my private administrative remedy did

### **Habeas corpus**

I will be happy to let you keep the body

- upon proof of claim that someone other than me is the primary creditor over JOHN DOE
- upon proof of claim that I have agreed to subordinate my claim against JOHN DOE
- upon proof of claim that you can keep the creditor as surety for that debtor

## Roll Play - traffic

*Call the next case. State of \_\_\_\_\_ vs. John Doe*

CE "My name is John Doe. Even though there is no controversy before the court at this time, I conditionally accept your offer to assist with the private settlement offer that is on the table at this time. I have a courtesy copy of it here for you. Officer \_\_\_\_ has made a claim which I have conditionally accepted contingent upon his production of documentation that proves his claim that I had a duty to perform according to his citation. (((The officer is the maker on the citation. He owes if Bill doesn't pay.))) I am not in possession of any documentation that subjects me to his demands. Can Officer prove his claim now? I will give him additional time, and we can settle thing right now." [honor]

*CE Officer is not there or refuses or judge doesn't ask him to or judge says we are just going to proceed. [dishonor]*

CE "Excuse me your honor, but Officer \_\_\_\_ is still in dishonor of my acceptance. If he cannot prove his claim, I respectfully request the matter be dismissed."

*CE Judge or attorney tries one more time to trap Bill. Maybe even a contempt threat because contempt is the easiest way for them to get people in jail.*

CE "Excuse me your honor, I sincerely apologize if it appeared I was doing anything contemptuous, but Officer \_\_\_\_ is still standing mute, and the attorney is trying to get me to participate in an argument. There is no controversy here. If Officer \_\_\_\_ is not going to prove his claim, I again request this matter be dismissed."

*CE Judge ...*

### The keys are:

Do not argue

Apologize if it looks like they want to use contempt.

Be very respectful!!!

Do not get angry.

Do not try to state any facts or claims.

If you make a claim, you have to prove it.

Right now the Officer is in dishonor and has the burden of proof.

Think before you speak.

## Roll Play – Assault Charge

*Is JOHN DOE in this courtroom?*

I would like to speak to you about Citation # \_\_\_\_\_, sir. May I approach the bench?

*Who are you? OR Are you JOHN DOE?*

Your honor, if you allow me to make a short statement, I believe we can conclude this very quickly today.

*OK proceed.*

My name is John Doe. After the events of April 17<sup>th</sup>, I decided to settle this matter privately. I have courtesy copies of my conditional acceptance of the charges made by Ms. Smith for you. These papers were hand-delivered to Ms. Smith this morning. I prefer to avoid an argument, so I am handling it this way. Ms. Smith has 10 days to accept my redraft or withdraw her offer. I will be sure the court is notified of the outcome.

*I will take you case later. Have a seat in the back. = offer to give jurisdiction*

I accept your offer to hear this matter privately. I will wait until you finish your public business.

*I will enter a plea of not guilty for you.*

I conditionally accept you offer to enter a plea for me upon your production of an authorization signed by me where I agreed to let you enter a plea for me.

*I don't need your authorization.*

I conditionally accept you offer to have me agree that you don't need authorization upon you production of applicable rules that permit you to proceed when there is not controversy before this court.

*I am going to enter a plea for you now.*

I take exception to the court's argument by way of protest.

I do not wish to dishonor you or Ms. Smith in any way.

Why don't we wait until the private process has been completed.

*What do you suggest?*

I request that you handle this in whatever way is appropriate at this time.

## Setting up the Case Plan

- Docket Sheet
- Presentment
- Protest and Dishonor (within 21 days of dishonor is best)
- Procedural Remedy                      get public side settled                      judicial
- File commercial claim if necessary
  - Locate collateral
  - Ask for authorization to file UCC-1 (if you don't have it contractually)
  - File commercial claim
  - Proceed to collection
    - Disposition of collateral
    - Non-judicial remedy

## NEGOTIATION!

### Settling new issues

- 1) Send conditional acceptance and offer to perform/ redraft / negative averment(s) by affidavit  
Send Notice to court if applicable with COURTESY COPIES OF PRESENTMENT  
~~if~~ - (Private settlement offer is on the table)  
(Done with a coverletter to the clerk of court)
- 2) Use your notary                      That is one of their functions!!!  
Notice of Dishonor  
Notice of Protest  
Certificate of Protest
- 3) File Petition to Vacate a Void Judgment  
(This is notice to the court that the private remedy has been completed)  
(Out-of-court settlement)  
Agreement of the parties to the requested remedy  
No controversy  
Estoppel (to argument) by agreement and protest of dishonor  
Estoppel (to defenses) by agreement and protest of dishonor  
Estoppel (to more time) by agreement and protest of dishonor

### Settling old issues

- Get into honor
    - (incorporate this into the conditional acceptance if possible)
    - (send letters of willingness to perform with redraft to parties with possible claims)
    - (use the three 9-210 options)
    - (send a follow-up thank you for "your approval of statement of account etc.")
  - Apologize for mistakes
  - No intent to dishonor
  - No desire or intent to engage in an argument
  - Desire to reach a settlement
- Then 1) 2) and 3) above

# Docket Sheet

Claimant \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_  
 Phone \_\_\_\_\_  
 \_\_\_\_\_

Case # \_\_\_\_\_

**\* / #      Date      Description      Response Due      Response Sent/Received**



\* = sent my me    # = sent by claimant

### **Demand to get a building permit**

I conditionally accept your offer to have me agree to request a building permit:

- upon proof of claim that city or county is the owner of the land
- upon proof of claim that the city or county can restrict my use of my property
- upon proof of claim that full disclosure was given to me at the time of registration as to the restrictions that would be put on my use of my property
- upon production of an affidavit from the registration officer who registered my property with the city or county, itemizing all parol terms and conditions of the registration
- upon proof of claim that registration of the property in the city or county records constitutes surrender of title

When you register, you are saying you are hiring them to take care of the property and you will be a bailee. You have to give me back the property in the same condition it was in when I registered it. If you are going to put a patio on the house, you are going to change the property so they will not be able to return it in the same condition it was in when you gave it to them. You could have gotten a private company to take care of it, but you chose a public company. The permit is your permission for them to give it back to you in a different condition than they got it.

You can un-register the property by entering private agreement for property protection.

- upon proof of claim that my building will have an adverse effect on the community
- upon proof of claim that my intent was that the city or county return my property in exactly the same condition it was in when I registered it with the city or county
- upon proof of claim that my pledge to the city or county through registration cannot be cancelled
  - You can register in another state 9-103
  - You can cancel your pledge with a redraft
  - You have to redeem the pledge before you put it on your UCC-1
  - This can be done by agreement of the parties prior to claiming it as collateral on UCC-1
- upon proof of claim that the city or county has had additional maintenance expenses while it was in possession of my property

### **Traffic ticket – invitation to go to court**

I conditionally accept your offer to go to court on the date you wrote on this ticket

- upon proof of claim you can't take me there right now

Magistrate:

I conditionally accept the Officer's offer to charge my account with the violations he listed on the citation

- upon proof of claim that Officer \_\_\_ knows who I am
  - He cannot dishonor his own invitation
- upon proof of claim that Officer \_\_\_ has a claim against me
- upon proof of claim this citation is nothing more than an invitation to come to court
- upon proof of claim that I need to come to court without Officer \_\_\_ establishing he has a claim against me
- upon proof of claim that someone other than Officer \_\_\_ bears the primary liability for the amount that will be due on the instrument he created and signed.

I conditionally accept the offer made by Judge \_\_\_, as maker on the judgment

- upon proof of claim that someone other than Judge \_\_\_ bears the primary liability for the amount that appears on the face of the instrument he created and signed.

### **Following a raid**

I conditionally accept your offer for me to agree that **you lawfully entered my house and seized my property**

- upon proof of claim that you had the commercial energy to proceed in the first place
- upon proof of claim that I authorized you to enter my house
- upon proof of claim that I authorized you to use threats to intimidate me
- upon proof of claim that normal negotiations require intimidation
- upon proof of claim that when you have a right, you have to use intimidation

### **Following a raid**

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### **Do you understand the charges?**

I conditionally accept the court's offer to **have me agree there are charges**

- upon proof of claim that Ms. \_\_\_\_\_ has handled this matter honorably during my private settlement negotiation. I have a notarial protest on my draft to Ms. \_\_\_\_\_

I take exception to the court's argument and redraft the court to dismiss the action on the Ms. \_\_\_\_\_'s failure to prove her claim

I conditionally accept the court's willingness to speak on behalf of Ms. \_\_\_\_\_ or her attorney

- upon proof of claim the court knew what they were going to say in the first place

I take exception to Ms. \_\_\_\_\_'s silence by way of protest and request the court do the appropriate thing

I conditionally accept the court's offer to get me to educate him

- upon proof of claim he doesn't already know

### **Arrest warrant**

I conditionally accept your offer to **take me to jail**

- upon proof of the claim that you have redrafted the magistrate to produce documentation to prove his claim that there is probable cause to support this warrant
- upon proof of claim that the party named on the warrant is me  
Who can prove you are that person?  
It is all hearsay.  
They have to get you to admit you are JOHN DOE.
- I take exception to your argument by way of protest and request you leave now
- I take exception to your argument by way of protest and request you call your supervisor  
Inform the supervisor that the deputy is in dishonor  
You are not in honor until they dishonor you and you have submitted your protest

### **Surety for the strawman**

I conditionally accept you offer to have me agree that **I am surety for JOHN DOE**

- upon proof of claim that I agreed to be its surety
- upon proof of claim that I agreed to subordinate my position
- I have seen nothing that shows I am a surety for the strawman
- I have seen nothing that shows anyone else is in a secured position over JOHN DOE
- I have seen nothing that shows your alleged claim is superior to mine
- I have seen nothing that shows you have asked me to subordinate my superior claim

**INTERNATIONAL  
SECURED PARTY**

**UCC §1-207  
WITHOUT PREJUDICE**



**Larry Dean Everhart**  
SECURED PARTY

**0566316**      **West Virginia**      **10 Aug. 2001**

UCC FILING NUMBER      STATE FILED      EFFECTIVE DATE

*Larry Dean Everhart*  
SIGNATURE OF BEARER  
NOT VALID UNLESS SIGNED

**514623544**  
EID NUMBER

**NOTICE  
TO ALL GOVERNMENT OFFICIALS**

THIS AGENT (SECURED PARTY), NAMED ON THE REVERSE SIDE OF THIS DOCUMENT, IS WITHOUT THE SCOPE OF FEDERAL, STATE, COUNTY, OR CITY JURISDICTION; THEREFORE, SAID AGENT NOW AND FOR EVER HAS FULL DIPLOMAT STATUS AND IS NOW AND HEREAFTER TO BE ACCORDED ALL SUBSEQUENT STATUS, RIGHTS, AND PRIVILEGES DUE THEM, WITHOUT OFFICIAL INTERFERENCE, INFRINGEMENT, OR DELAY

UNDER PENALTY OF LAW  
(UCC ART. 1 § 1-103(i) (1999))

105(C) 1989