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Common Law Lien Study Guide

by Alfred Adask

FOR SALE
Foreclosed!

Publisher's Obligatory Disclaimer

First, as proprietor and author of the AntiShyster and Suspicious News Magazines, I am a journalist who selects information from various sources and publishes that information to my readers. I also serve as a commentator offering personal opinions and personal insights concerning the information I publish. However, I am not a licensed attorney, I do not provide legal advice nor should any of my publications be construed as legal advice.

Second, the material in this publication concerns interpretations and applications of law which are relatively unconventional and thus, unconfirmed. Although I've received reports of Common Law Liens being used successfully, I've had other reports where they failed. We are on the front edge of a learning curve which will initially include a number of mistakes. So don't imagine the everything you read in this publication is precisely true. Although I publish nothing I believe to be false, errors of small or even fundamental significance may be present in this publication.

Third, this publication is a study guide, no more. It is a beginning, not an end; an introduction, not a final statement of tested and confirmed truth. This publication is intended only to 1) share information that has been discovered and/or used by persons concerned with Common Law Liens, and 2) to provide a foundation for others also interested in the same subject. I do not presume to tell you what is absolutely true in this publication, only what has been reported by others.

Fourth, the responsibility for using the material presented herein is yours and yours alone. I recommend that you use this publication as a preliminary reference to guide your personal research concerning Common Law Liens. However, if you believe the information in this publication is sufficiently sound to use "as is", that's your choice.

Fifth, despite all my disclaimers and equivocations, this is Life, real Life, otherwise known as “beat the clock”. Even though the Common Law Lien strategy is not yet proven, so far as I know, it is not yet *disproven*, either. If you’re facing foreclosure, time is running out, and money is short, the Common Law Lien may help save your equity or at least slow the foreclosure process.

Finally, none of us can succeed alone. The key to victory is communication, networking, and sharing of experience. If you use the Common Law Lien strategy, let us know how things work out. Did you win? Tell us. Did you find unexpected obstacles? Tell us. Did you find errors in this publication? Tell us. Did you discover a new insight necessary to apply the lien more effectively? Tell us. And if you lost, tell us that too, and let us know why you lost. As additional information comes to me, the strategy may be more clearly understood, hopefully refined, and disseminated in future issues of the *Suspicious News Magazine* and/or versions of this study guide.

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Contents

- 5 Silver Bullets
- 8 Common Law Liens Writ of Attachment
- 12 Federal Claim of Common Law Lien
- 15 Common Law Liens II
- 21 Common Law Lien Notice and Demand
- 24 Limits on the Common Law Lien
- 28 *Williamson v. Winningham*, S.C. of Oklahoma (1947)
- 37 Winslow Files Liens on Romer
- 38 Why Should a Common Law Lien be Placed
Against Gov. Roy Romer's Assets in Colorado?
- 39 Lien Strategy
- 41 Verified Breach of Specific Performance
Contract Common Law Lien
- 45 Flaws?
- 46 Federal Common Law Liens?
- 47 Federal Common Law Lien and Memorandum of Law
- 52 Notice, Federal Common Law Lien and Write of Attachment
- 55 Notice of Lien
- 59 Miscellaneous Examples of Common Law Liens
- 99 Common Law Lien Definition
- 101 Exhibit "A" Common Law Lien

What good's a bullet without a rifle?

Silver Bullets

by Alfred Adask

“Patriot” and “pro se” publications (like *Suspensions*) routinely present new strategies which purport to overcome the various forms of institutionalized injustice in the American legal system. Often, these new strategies are implicitly “guaranteed” to work first-time-every-time to quickly defeat injustice and achieve results most people would otherwise regard as impossible.

These “can’t-lose” strategies are generally known as “Silver Bullets”. Adherents of these Silver Bullet strategies often embrace and espouse them with a religious fervor, so sure they are absolutely right, they tolerate no deviation from their “ultimate truth”.

Critics, however, remind us that the term “Silver Bullet” is derived from the “can’t miss” accuracy of the Lone Ranger and the mystical effect of “silver bullets” on werewolves and other creatures of the night (like lawyers, judges and IRS agents). These critics contend that today’s Silver Bullets are every bit as fictitious as their forbearers, and to believe in any of them is equally naive or perhaps even delusional.

The critics may be right. Perhaps there are no Silver Bullets to stop injustice. After all, our laws and courts are so capricious and complex, that every search for Justice has become a kind of crapshoot in which anything is possible and nothing can be precisely predicted or relied upon.

So do Silver Bullets really exist?

I think they do.

I believe in Silver Bullets because ultimately, I believe in *rule by law* rather than *rule by men*, and so I *must* believe in the LAW and its essence—Silver Bullets. After all, in the final analysis, Silver Bullets are nothing more than quintessential, irrefutable, unbeatable principles and applications of LAW.

See, if there are no Silver Bullets, then there are no fundamental, irrefutable legal principles, and

therefore, there is no LAW. Without Silver Bullets, we are not “ruled by law”, we are “ruled by men”, by power, lust, and perhaps ultimately, by evil. And worse, if there are no Silver Bullets—if the whole idea of Silver Bullets is naive, delusional—then we have *no hope within the Law* and our *only* defense against injustice is force and violence. In short, we *must* believe in Silver Bullets, because to

believe otherwise pushes us into fearful retreat or prods us to attack in search of blood.

A belief in Silver Bullets is as essential to maintain a civilized society as a belief in Jesus is essential to secure the eternal afterlife of Christianity. In the end, both beliefs are expressions of absolute confidence that Morality, Justice, and Right can and *will* triumph over immorality, injustice and evil.

So, having confessed my belief in Silver Bullets, do I also claim to sell ‘em in publications like this? Can you depend on every article, on every opinion, on every word we publish to be accurate, irrefutable, and “guaranteed” to give you victory every time?

Absolutely not.

Can you depend on any of the theories and strategies presented in this publication to qualify as Silver Bullets?

Maybe.

Sometimes.

Actually, it depends

Depends on what?

Depends on *you*.

To continue the Silver Bullet analogy, answer this: Do you think you can throw a Silver Bullet with enough arm speed and accuracy to pierce the heart of a charging werewolf? Of course not.

See my point?

Armed with Silver Bullets and a proper rifle, you can kill werewolves. But without a *rifle*, Silver Bullets are no better than a handful of pebbles. Without the proper rifle, all you can do is fling bullets at the werewolf, and that’ll only make the mutt mad.

So where can you buy a “rifle” that shoots Silver Bullets?

Sorry, you can’t buy one. But you can make your own.

And where can you make such a “rifle”?

In a quiet room, a library, or a church. Sometimes on an athletic field, in a war, or hospital emergency room.

Does this “Silver Bullet Rifle” analogy confuse you? Well, it’s just a riddle to try to make my point:

You see, *you* are the “Rifle”.

Just as you can’t shoot a .22 caliber bullet without a .22 caliber rifle, you can’t fire a Silver Bullet without a “Silver Bullet Rifle”.

To successfully aim and fire a Silver Bullet, you must *become* a “Silver Bullet Rifle”. *You* must be “machined” to achieve the proper caliber and barrel strength to withstand the explosion. *You* must have your “sights” aligned with solid judgement to reliably strike your target. And perhaps most importantly, *you* must have or create enough personal courage to aim and pull the trigger.

To fire Silver Bullets, you need more than information (which we try to provide), you need *understanding*—which only you can provide. And more than understanding, you need determination, persistence, and courage—in other words, you must have the personal *character* necessary to “shoot werewolves”.

So who will “machine” you into a “rifle” of the proper strength and caliber to fire Silver Bullets? The answer’s obvious. It’s a do-it-yourself project and you’re it.

And how will you “machine yourself” into a Silver Bullet Rifle? The answer is beyond the scope of this publication. Suffice to say that each of us will use a different method to discover or create our own courage, morality, and character. But know that you can’t fire Silver

Bullets accurately until you first make yourself into someone with a long-term commitment to Justice rather than a short-term appetite for a quick personal advantage.

Remember, Silver Bullets are not magic incantations. Some folks use Silver Bullets with great success; others use the very same words and forms but fail. It's not enough to merely say the words or fill out the form. You must *understand* what you are doing. Silver Bullets are merely instructions, procedures, and directions which tell you how someone else killed their particular werewolf. Silver Bullets provide only information. *You* must provide the understanding, courage, and character necessary to apply the information correctly.

Even if all the information and strategies presented in this publication were 100% accurate (and that's virtually impossible), that information will still be necessarily incomplete unless *you* have sufficient personal resources of character and understanding to use it properly.

This is not cause to be discouraged. It's fair warning, truth in advertising, honesty. Can you use the information in this publication—*without* real understanding—to save you from some judicial werewolf? Can you simply fill in the blanks, file the forms, and live happily ever after?

Sometimes. It happens. People who can't even spell "justice" sometimes make a "lucky shot" and win extraordinary victories. But it's not a regular occurrence.

Don't depend on mere words and forms; don't depend on luck. Don't depend on Silver Bullets. Depend on you. Depend on your perseverance, your understanding, and your determination to seek Justice rather than unearned wealth or revenge.

So. Are the theories and strategies in this publication Silver Bullets? Maybe. Will they save your house or your car? Will they save your money, your job, your business, or your family?

Sometimes, yes.

Sometimes, no.

But even if you lose, your efforts won't go unrewarded. In the end, the search for Silver Bullets may create something unexpected and more valuable than property or even relationships: it may create a human "Rifle" — a moral being endowed with understanding, courage, and character. Believe it or not, the continuing study of Law (not procedure, which the lawyers revere) will lead you to the concept of Justice, then to morality, on to religion, and finally, perhaps even to God.

So good luck to you, ladies and gentlemen. You have begun a long journey and a challenging hunt. You may have started by looking for Silver Bullets, but you may end by finding, even creating, a person of real value — yourself.

Ready on the right . . .
(You're sure you're ready...?)

Ready on the left...?
(You're *positive*...? OK, then....)

Lock and load.

Fire!



Common Law Lien Writ of Attachment

by Alfred Adask

Suppose you bought a \$100,000 house seven years ago when the economy was strong, your job secure, and life looked great. You paid \$20,000 down-payment and borrowed the other \$80,000 from the bank. Over the last seven years, you paid off another \$20,000 on the principle of the bank loan (leaving a \$60,000 balance due on the principle of your mortgage), spent \$5,000 installing a new roof, and the house appreciated in value from \$100,000 to \$150,000. You still owe the bank \$60,000 on the principle of your loan, but your personal equity in your house is now \$90,000 (\$20,000 down-payment + \$20,000 paid on principle + \$5,000 improvements + \$45,000 appreciation).

Suppose you were laid off last winter, haven't been able to find work in your profession, and are now unemployed or so "underemployed" you can no longer afford the payments on your house (or farm, or car). After you miss a few payments, the bank holding the mortgage on your home may institute foreclosure proceedings, force a quick sale of your home on the courthouse steps for a *substantially reduced* price, and apply all (or most) of the proceeds of the sale to paying off the remaining \$60,000 principle due on your mortgage.

Typically, the foreclosed house is sold on the courthouse steps (often for just enough to pay off the mortgage) and the bank would receive all, or the majority, of proceeds of the sale. Unfortunately, the homeowner's down-payment, mortgage payments, maintenance costs, and appreciation is wiped out in the quick, cut-rate foreclosure sale. His \$90,000 personal equity is vaporized. The new buyer of the property would get a great bargain, but it would be at the expense of the former home owner. Variations of this unpleasant scenario have occurred regularly (and generally without protest) during the past several years of the nation's economic decline.

When you stop to think about it, it's curious that home owners take it for granted that if they fall behind in their payments, they are "honor bound" to forfeit *everything* they've already invested. Remember, we're not talking about some homeowner who is too lazy to work, we're talking about a man who's unemployed and unable to

pay his bills because forces beyond his control (probably the government) mismanaged the economy and precipitated a recession.

Where is the justice in letting a homeowner invest a down-payment, years of mortgage payments, and maintenance costs in a property, and then, when he hits a temporary low in his life (as most of us do, sooner or later), take the property away from him and essentially rob him of most of the money and years he invested in the property?

Should that homeowner lose *everything* because the nation is in economic decline? Realistically, who caused the decline? Why doesn't the party responsible for the recession have to pay, rather than the victim? And why, if there's a general economic downturn, should the homeowner bear *complete* responsibility for the decline? Shouldn't the bank, or perhaps the government, also share in the losses?

Common Law Liens

Several pro se litigants have developed an unusual legal strategy that seems to stop foreclosures, or at least minimize their damage to property owners. According to Mark Zimmerman of Pro Se Litigants of Florida:

"Check the case law [cited in the following lien form], and you'll see that a property owner can effectively *lien himself* to the property. I believe that the common law lien is superior to any other lien, and therefore, if this logic is correct, the homeowner must be paid *first* after a foreclosure, prior to any payment of an "Equity lien" to the mortgage holder (the bank or mortgage company). This would require that after a foreclosure, the home owner first and in full, *before* the mortgage company is paid."

As I understand it, this "common law lien" strategy calls for the owner of a property which is about to be foreclosed, to file his own "federal common law lien writ of attachment" naming *himself* as the lienor against *his own* property.

That's the key to the strategy: You file a lien on *your own* property based on whatever investments or equity you have accumulated in your property. Because this is a "*federal* common law lien", it theoretically takes precedence over "equity" liens (like the mortgage) filed by local lienors (banks and mortgage companies). Therefore, under this common law lien strategy, when a property is foreclosed, the order of payment is reversed: the property owner is the *first* lienor to be paid from the proceeds of the sale, and would at least recover his investment in the property; and the bank is paid *last*.

In other words, if a home owner filed his own "federal common law lien writ of attachment" naming himself as a lienor, he would not lose everything in a foreclosure, but could theoretically recover *all* of the money he had invested in the house. For example, our original homeowner's equity of

\$90,000 on the \$150,000 house would be the first money paid from the sale of the house, and it would go to the *homeowner*. The bank would take its share out of whatever was left.

Mr. Zimmerman says this common law lien" strategy has been used twice in Florida and has stopped foreclosures *cold* — both times — "right on the courthouse steps". He also claims the strategy drives the mortgage holder or other lien holders absolutely nuts because they are effectively prevented from making a quick, cheap sale of the property to recover their loans (and sometimes make a quick, exorbitant, unscrupulous profit at the homeowner's expense). Since the bank is last to be paid, and only receives whatever is left over *after*

the homeowner is paid his equity, the bank doesn't dare sell the property for less than its market value, since any reduction in price will come out of the *bank's* share of the sale. I.e., if the bank has \$60,000 still due on the mortgage, and sells the \$150,000 house for the reduced price of \$125,000, the homeowner will get the first \$90,000, and the bank will get only \$35,000—causing the bank to suffer a \$25,000 loss. This makes the bank extremely “reluctant” to foreclose.

Further, Phillip Marsh (of the Pilot Connection) claims there are only three ways to remove a “common law lien” 1) wait 100 years; 2) have it removed by a “common law jury”; or pay it off, in full. If he's correct, no judge could arbitrarily remove a common law lien, and the only practical method for removal would be to pay the lien-holder. If Mr. Marsh is correct, it means banks and mortgage holders would be effectively compelled to pay the common law lien-holder first, and in full, before they could take any of the foreclosure money for themselves.

Public Policy No. 1?

At first glance, this strategy sounds delightfully effective, but a little too slick, almost wickedly so. After all, the bank is entitled to recover its loan when you fail to make your payments, right? Of course. To deny the bank its right to collect its money would be an injustice, right? Of course.

But the common law lien strategy doesn't create an injustice, it *stops* an injustice. Under this strategy, the bank can still foreclose if they must, but because it will be the last party paid, the bank can't afford to sell the house at a price far below its fair market value. Because the homeowner has to be paid *first*, the bank (which initiates the foreclosure) must ensure that the house is sold for enough money so *both* the homeowner and the bank receive a fair return from the foreclosure sale. Therefore, this common law lien strategy would *prevent* injustice by inhibiting the bank from foreclosing and selling the house for a fraction of its value and thereby destroying (stealing) the home owner's personal investment and equity. In fact, this common law lien strategy would tend to make “partners” of the bank and homeowner who were compelled to work together to protect each other, rather than adversaries able to profit unfairly at the other's expense.

Where's the injustice in that?

So far as I can see, this “federal common law lien” strategy does not cheat the bank or anyone else who has a lien against the house. Everyone will be paid (or suffer similar losses), but instead of the homeowner being paid little or nothing, the homeowner would generally be paid first, and in full.

[There is an exception: mechanic's liens probably take precedence over the federal common law liens. For instance, if the roofer who put the \$5,000 roof on the house had not been paid for his work, when the house is foreclosed, the roofer's mechanic's lien would be paid first, the homeowner's “common law lien” would be paid second, and the bank's equity lien (mortgage) would be paid third. Sounds fair to me.]

In truth, the “common law lien” strategy is less a slick trick” than a real improvement in the quality of justice surrounding foreclosures, bankruptcies, et al. After all, why should the homeowner, alone, accept a (nearly) complete loss in the event of a foreclosure? Why shouldn't the homeowner be entitled to recover the money he's invested in the home?

Moreover, this “common law lien” strategy is not merely good for the occasional homeowner faced with foreclosure, it’s good *public policy*. Is it so farfetched to suppose that if banks couldn’t profit from our individual economic misfortunes, there might a lot less misfortune?

What would happen to our national economy if banks and mortgage companies were effectively prevented from profiting from foreclosure sales during a recession? It might mean the banks would have a stronger vested interest in *preventing* recessions, rather than tolerating, and then exploiting them (as they do now). And if the banks took a more serious interest in preventing economic declines, wouldn’t they also play a more aggressive role in exposing whatever government idiocies ultimately cause those declines? Wouldn’t that be good for everyone?

If this “common law lien” strategy really works, it just might produce some surprising, positive benefits for the entire nation.

Caveats

But. Does this “common law lien” strategy really work? Does it work always? Ever? And will it work in Texas or Oregon as well as Florida? I don’t know, and neither do the folks in Florida who developed

it. Although this strategy has reportedly stopped two foreclosures “on the courthouse steps”, it is uncertain whether the strategy will stand up under rigorous legal examination.

It’s entirely possible that the reported success of this strategy is based on the caveats” and threats of prosecution written into this common law lien. It’s possible that no sensible official, faced with this lien for the first time, would execute a foreclosure until the validity of this new strategy (and the official’s personal liability) could be determined.

In short, just because the “common law lien” form looks slick and has scared a few officials, doesn’t mean it’s a legitimate (or fool-proof) strategy.

So I present the “federal common law lien writ of attachment” as another “legal experiment” conducted by some inventive pro se’s. Read it over, and if the strategy intrigues you, research and confirm the cases cited in the *form*, read up on the law in your area concerning liens in general (and common law liens in particular), as well as property descriptions, and so on, and then make up your own mind.

The form might seem a little confusing at first glance, but just remember that the various case numbers, dates, and names of lienors, counties, etc., must all be changed to reflect your specific case. Further, any of the [bracketed comments] are general descriptions of the kind of information that must be furnished at that point in the form.

Bear in mind that the following “common law lien” form is said to work in *Florida* and may reflect a format required in Florida, but still be contrary to the rules of your locality. Before you attempt to use this form or the “common law lien” strategy, make sure both form and strategy conform to the legal requirements of your state and local courts.

As always, the final responsibility for using any legal strategy or advice is your own, so be careful. But be inquisitive, too. There is not so much to fear in the legal system that we should be afraid to try new strategies, especially if our backs are to the courthouse wall. If you try this “common law lien” strategy and it works, let us know. Likewise, if you discover that this strategy is defective, or can be improved, tell us that, too.



**FEDERAL CLAIM OF COMMON LAW LIEN
AND
NOTICE OF FEDERAL COMMON LAW LIEN
WRIT OF ATTACHMENT
ON REAL AND PERSONAL PROPERTY**

(Date), 1992 A.D.

NOTICE TO:

Clerk of the Circuit Court for the Sixth Judicial Circuit of the State of Florida in and for Pinellas County; and Sheriff of Pinellas County, Florida; and (name), Vice President on behalf of (name of bank), Plaintiff; and (name), attorney for the Plaintiff, and All Title Companies; and All Potential Purchasers; and all entities who may claim interest now or at some time in the future; and All persons known and unknown who may be similarly situated and All other concerned parties.

You are hereby notified that a FEDERAL COMMON LAW LIEN WRIT OF ATTACHMENT ON REAL AND PERSONAL PROPERTY is now in effect on a certain parcel of Real Estate now of record in the Name of JOHN Q. PUBLIC, the LIENOR, on property located in Pinellas County, Florida, and known as (property address, city, state); and more specifically LEGALLY described as:

[Here, the form contains the legal description of the property, including: the Lot number(s) according to map or Plat as recorded in Plat Book XXX, page XXX, of Public Records of (name of county) County, State.]

Copy of this Federal Common Law Lien Writ Of Attachment On Real And Personal Property has also been filed in the following case file with the Clerk Of The Circuit Court Of Pinellas County, Florida:

Case No: 92-XXXXX

Pursuant to that certain agreement that JOHN Q. PUBLIC, the OWNER of the property, and JOHN Q. PUBLIC, the LIENOR, claims the attachment of the FEDERAL COMMON LAW LIEN WRIT OF ATTACHMENT ON REAL AND PERSONAL PROPERTY is in the AMOUNT of:

Thirty-Five Thousand Dollars (\$35,000.00)

MEMORANDUM OF LAW IN SUPPORT OF

Writ Of Attachments are but another form of Federal Common Law Lien and supersede mortgages and equity liens, *Drummond Carriage V. Mills*, (1878) N.W. 99; *Hewitt V. Williams*, 47 La. Ann. 742, 17 So. 269; *Carr V. Dail*, 19 S.E. 235; *McMaham V. Ludin* 58 N.H. 827, and may be satisfied only when paid and/or property is taken in lieu of the monetary value and fully satisfied by said taking of property.

The ruling of the U.S. Supreme Court in *Rich V. Braxton*, 158 U.S. 375, specifically forbids judges (Titles of Nobility) from invoking equity jurisdiction to remove common law liens or similar “clouds of title.” Furthermore, even if a preponderance of evidence displays the lien to be void or voidable, the equity court (and Title of Nobles) still may not proceed until the moving party asks for and comes “to equity” with “clean hands” based on the “Clean Hands Doctrine” And “Power Of Estoppel”, *Trice V. Comstock*, 57 C.C.A. 646; *West V. Washington Sheriff*, 153 App. Div. 460, 138 N.Y. Supp. 230.

ANY OFFICIAL WHO ATTEMPTS TO MODIFY OR REMOVE THIS COMMON LAW LIEN IN THE FORM OF WRIT OF ATTACHMENT IS FULLY LIABLE FOR DAMAGES AT LAW PURSUANT TO THE MANDATORY RULINGS OF THE U.S. SUPREME COURT IN *BUTZ v. ECOHOMU*, 438 U.S. 494, 98 S.Ct. 2894; *BELL v. HOOD*, 327 U.S. 678; AND *BIVENS v. UNKNOWN AGENTS*, 499 U.S. 388.

This Federal At Law Lien in the form of a Writ Of Attachment(s) shall be valid, notwithstanding any other provision of statute or rule regarding the form or content of a “notice of lien”, nor shall it be dischargeable for 100 years, nor extinguishable due to lienor’s death whether accidental or purposely, nor dischargeable by lienor’s heirs, assigns, or executors.

CAVEAT

Whoever attempts to modify, circumvent and/or negate this Federal Common Law Lien in the form of Writ Of Attachment, shall be deemed outlaws and/or felons and shall be prosecuted pursuant to Title 42, United States Code Sect. 1983, 1985, and 1986, and punishable under the penalties of the common law at law and applicable sections of Title 18, United States Code.

Demand is made upon all public officials under penalty of Title #42 U.S.C. Section 1986 not to modify or remove this lien in any manner.

JUDICIAL NOTICE

WE HEREBY NOTICE this all parties and this Court that pursuant to U.S. Supreme Court case *HAFER v. MELO*, No. 90-681, November, 1991, any judicial actions which violate the constitutional rights of individuals may be sued as a cause of action in civil litigation against those performing said acts, without any form of immunity.

CIVIL RIGHTS - Immunity: State officials sued in their individual capacities are “persons” subject to suits for damages under 42 U.S.C. 1983; Eleventh Amendment does not bar such suits in federal court. (*Hafer v. Melo*, No. 90-681), page 4001.

Respectfully Submitted in the Name of Justice on this ____ day of (Month) 1992.

(John Q. Public’s Signature)

(Lienor’s typed name, address, and phone number)

AFFIDAVIT

**STATE OF FLORIDA
COUNTY OF PINELLAS**

BEFORE ME, the undersigned authority, on this day of April, 1992, did personally appear John Q. Public, the OWNER of the property, and John Q. Public., the LIENOR, who being first personally and dully sworn, does depose and say that the information contained in this foregoing Federal Common Law Lien Writ of Attachment on Real and Personal Property is true and accurate.

Further affiant sayeth not.

(Signature)
John Q. Public
"PROPERTY OWNER"

(Signature)
John Q. Public
"LIENOR"

**STATE OF FLORIDA
COUNTY OF PINELLAS**

The foregoing Federal common Law Lien Writ of Attachment on Real and Personal Property was acknowledged before me this day of APRIL, 1992, by JOHN Q. PUBLIC, the OWNER of the property, and JOHN Q. PUBLIC, the LIENOR, who is personally known to me or who has produced his Drivers License as identification and who did take an oath and acknowledged that he did execute same.

(Notary Signature)
Print Name:
Notary Public State of Florida At Large
My Commission Expires:

FLORIDA SHORT FORM INDIVIDUAL ACKNOWLEDGMENT (F.S. 695.25)

Type or Title of Document:

**FEDERAL CLAIM OF COMMON LAW LIEN
AND
NOTICE OF FEDERAL COMMON LAW LIEN
WRIT OF ATTACHMENT ON REAL AND PERSONAL PROPERTY**

Number of pages Date of document

John Q. Public, the OWNER of the property;
and
JOHN Q. PUBLIC, the LIENOR



Common Law Lien II

by Alfred Adask

The June/July, 1992 *AntiShyster* contained an article on a “federal common law lien writ of attachment” which reportedly stopped foreclosure proceedings “cold” —sometimes even on the courthouse steps at the last very last moment before the foreclosure auction was set to start.

In essence, that “common law lien” strategy works something like this: The property owner places *his own* lien on *his own* property and thereby demands that he, too, be paid for any down-payment, mortgage payments, or property improvements that he’s invested in the property, as well as any increases in the market value of the property since he made the original purchase.

For example, if you put \$10,000 down on a \$100,000 home in 1980, paid \$40,000 in monthly mortgage payments toward the principle, and invested another \$15,000 in property repairs, then you would file your own lien on your own house for \$65,000 —the sum of your investments in your home since you bought it. (If the house had appreciated in value from \$100,000 in 1980 to \$125,000 in 1992, you could also add the additional \$25,000 in appreciation to your Common Law Lien.)

Then, if the bank or mortgage company tries to foreclose on your home, your twelve years of investment won’t be wiped out since *your* lien must *also* be paid out of the proceeds of the foreclosure sale. Moreover, because “common law liens” reportedly take precedence over the “equity liens” of the bank and mortgage company, you must be paid *first*, before the bank, out of the proceeds of the foreclosure sale. Because banks and mortgage companies are paid last, they are effectively prohibited from initiating a fast foreclosure at a vastly *reduced* price — if they try to sell the property for much less than market value, the price reduction comes out of *their* pockets, not the property owner’s.

Readers Respond

Since I published the first Common Law Lien article, I’ve received additional information on the subject from a number of readers.

For example, Mr. John Bryant sent a brief warning entitled: “*Don’t Bank on the Common Law Lien Writ of Attachment*”. According to Mr. Bryant:

“In an *AntiShyster* article entitled ‘Common Law Lien Writ of Attachment’, Alfred Adask puts forward the novel legal theory that a man who has purchased a property with the help of a commercial loan possesses—contrary to the usual interpretation—a ‘common law lien’ on the property which permits him to be paid first for the value of the equity he holds in the property if he is unable to meet his loan payments and the property is foreclosed upon and sold.”

“Adask’s intent in developing his theory is the very worthwhile one of overcoming the problem faced by many borrowers who fall upon ‘lien times’ and have their properties sold by their mortgage-holder: In such a situation there is no motive for the mortgage-holder to obtain a sale price over and above that which pays off the outstanding mortgage, since that amount is the maximum which the mortgage-holder can take from the proceeds; and this leads, in many cases, to a virtual fire sale in which the original owner loses most or all of his equity.”

“While Adask may be correct in his theory—in the sense, at least, that the courts will uphold [the common law lien] or the banks won’t challenge it—the consequence of this theory will be that the cost of mortgages will rise because it will be more difficult for banks to unload foreclosed properties, thereby raising the bank’s cost of doing business.”

“Furthermore, there is no real need to try to implement the Adask theory: Not only would doing so throw all current mortgage contracts into legal limbo, as well as providing yet another juicy legal conflict for lawyers to exploit, but the foreclosure problem can be entirely avoided by *mortgage insurance* which is widely available and intended to prevent foreclosure sales, thereby avoiding the abuse which is so bothersome to Adask.”

Sincerely,
John Bryant
Florida

AntiShyster Response

First, the Common Law Lien is not my creation or my original theory. I received information on the Common Law Lien from Pro Se Litigants of Florida who claim to have successfully used the strategy and the document I published in the last edition. I merely interpreted their information.

Second, Mr. Bryant seems to think I argued that everyone who has a commercial loan also “[automatically] possesses.

a ‘common law lien’ on the property “ Not so. You do not “possess” a common law lien when you obtain your commercial loan; you “possess” a common law lien only after you have filed one for yourself.

Third, it’s not clear that the cost of mortgages will rise if the Common Law Lien strategy is implemented. Banks exist to make money, the Federal Reserve exists to make money, the Federal Government’s existence is to some extent based on a strong, national housing industry, and all the people who make the various wood, electrical, and plumbing products that go into home construction are also in business to make money. If the Common Law Lien strategy causes a small increase in business costs for banks, the free market and innovative entrepreneurs will find alternative solu-

tions to the problems of private home ownership. The cost of the house might be decreased to compensate for the increase in the bank's costs; homes might be constructed in lower-cost increments (build a modest house today and add-on as finances permit); folks might go back to more do-it-yourself construction of homes; mortgage periods could be reduced from thirty years to twenty—the possible variations are nearly endless.

Any threat of higher mortgage costs would also be offset by the increased bank deposits by the public. Currently, a foreclosure preserves the *bank's* investment but essentially *destroys* financial wealth, investment, and equity of the *individual*. Hence, the current foreclosure practices *reduce* total amount of capital in the economy by destroying the homeowner's investment/equity.

For example, under the current foreclosure system, if I have \$50,000 equity in a property and that property is foreclosed, I may lose all of my \$50,000. But if I could use a Common Law Lien to preserve my capital, I'd leave the foreclosure with \$50,000 to deposit in another bank. If bank deposits grew, interest rates and mortgage costs should decline.

However, the Common Law Lien strategy preserves both the bank's and the *individual's* equity in the foreclosed home. If a home is foreclosed, the owner doesn't walk away penniless, he leaves with his equity intact, in his own hands, under his own control, to use to build or buy another (presumably more modest) home as he sees fit without interference or control of a bank.

This suggests the demand for homes might be enlarged by increasing the number of individuals who had sufficient personal wealth to reinvest in another home. Admittedly, after losing the first \$100,000 home, the homeowner's second home might be downsized to a \$60,000 home—but nevertheless, he'd be able to buy *another* home and that's better than being reduced to the status of renter or even homeless street person (the typical fates of most foreclosure victims).

How much money, how much wealth owned by *individuals* has been wiped out by foreclosures? What would our economy be like if that individual wealth had not been simply "vaporized" by foreclosures but had remained in the hands of the public? Would it cause inflation? Maybe. But it would surely swing a balance of power from the banks to the people because collectively, the people would have had more money under their direct control and therefore less need to borrow money from the banks. Although the commercial costs (interest) for mortgages might be increased by the widespread use of Common Law Liens, the public demand for mortgages might also be reduced (and with reduced demand comes reduced interest rates).

The Common Law Lien's real, long-term significance might be that it will not only preserve the *individual's* wealth that is currently lost through foreclosure, it will also *reduce the public's dependence on banks*. If that's true, then I can understand why Common Law Liens have been lost and forgotten by our legal system, and I can also predict that the government and bankers will make every effort to destroy the Common Law Lien strategy. (They can't afford to have the People runnin' around wealthy and financially independent from the banks—it looks too much like Freedom.)

Institutionalized Injustice

However, the economic consequences that might result from widespread use of Common Law Liens are insignificant compared to

the social benefits that might result from a reduction in “institutionalized injustice” inherent in current foreclosure laws. The distinction between “institutionalized” injustice and “conventional” injustice is based on *who* commits the injustice and how society’s *institutions* react to that injustice.

For example, if I, as an *individual* rob another *individual* of the money he’d earned and saved over the past fifteen years, society will condemn that robbery as an “injustice”, and punish me for committing a crime. “Institutionalized injustice”, however, describes a situation wherein *individuals* can be effectively “robbed” of their years of savings by larger *organizations, government agencies, and institutions*, under the “color of law” and backed up by the courts. Institutionalized injustice is perpetrated, tolerated, maintained, even encouraged, by those social institutions (like banks, or government agencies) which *profit* from the injustice.

One broad example of institutionalized injustice would be the former segregation laws under which various social institutions (like government, schools, or industry) openly discriminated against Negroes; another example would be the current Affirmative Action laws under which various social institutions (like government, schools, or industry) openly discriminate against Caucasians.

For this article, institutionalized injustice refers to the foreclosure laws which allow institutions (banks or mortgage companies) to “legally” rob an individual of everything he’d spent years earning and investing in his home, based on a relatively small, recent deficiency in his payments.

Damages

Under the existing system, the foreclosed homeowner may lose everything and thereby be driven out of the free market as a consumer. Under the Common Law Lien, the man who lost a \$100,000 home might still walk away with his equity intact. More importantly, he would leave without a sense of bitterness or psychological damage; he’d still trust his nation and society; and he’d still be a legitimate consumer in the private home market.

While all of us may be somewhat damaged if Common Law Liens increase the banks’ mortgage costs, aren’t we also damaged by the psychological and economic impact of ruining a man’s life, wiping out his equity in the principal investment of his life—his house? Wouldn’t any possible increase in mortgage costs be offset by allowing the unfortunate homeowner to recover enough money from his foreclosed home to build or buy another, more modest home?

It’s obvious that a man who’s invested in a home for fifteen years (or five years, or even five months) is entitled to his fair share of the equity if the house has to be sold. It’s also obvious that it’s wrong for a society to institutionalize a mortgage system that unjustly deprives a man of his legitimate equity and the benefits of his investments and personal hard work. And it’s also obvious that no society can stand for long that tolerates institutionalized injustice.

My People Perish For Lack of Knowledge

What is not obvious, however, is an explanation for my own ignorance. How did I get to be 47 years old without seeing for myself that it’s *wrong* to wipe out a decade of a man’s investments because he has six months of tough luck? It is likewise inexplicable why some politician, teacher, newscaster, neighbor, *somebody*, didn’t tell me

about this injustice 25 years ago. Why is it that I can only learn about Justice in this society through a combination of God's grace, some dumb luck, and a fortunate communication with an improbable organization like Pro Se Litigants of Florida?

It is worse than strange to realize how blind I've been to instances of injustice as obvious as our current mortgage laws, and yet here I am, for all practical purposes, deaf, dumb, and blind for the first 47 years of my life.

Come to think about it, how come *you're* so dumb, reader? How come *you* didn't recognize the obvious injustice in our mortgage laws? How come *you* didn't teach me about the injustice of our mortgage laws, reader? In short, why are WE—all of us, the People of this nation—so cursedly ignorant of the law and blind to what should be “obvious” injustices in our society?

Why, indeed?

Is it an accident? Is our collective ignorance some kind of unintentional oversight on the part of the “Education President” and our various high school and college teachers? Maybe next year, they'll update the texts and teach everyone about the injustice inherent in commercial loan laws? I don't think so. Too many incomes depend on the public's collective ignorance.

Once you see, really *see*, the obvious injustice inherent in destroying years of a man's diligent investments because he's had a few months of misfortune (often precipitated by a bad economy, which is caused by the mismanagement of the government, not the individual), it's impossible to explain your former ignorance of injustice as merely accidental”.

We can speculate about the cause of our ignorance another time, but isn't it obvious that “institutionalized injustice” (i.e., injustice that persists as a common, accepted reality within our various social institutions) can only be sustained if public ignorance is likewise *institutionally* enshrined? If injustice is dependent on ignorance, then institutionalized injustice must likewise depend in institutionalized ignorance (i.e., ineffective schools).

If institutionalized injustice cannot survive except in a society characterized by institutionalized ignorance, then it follows that institutions which profit from injustice have a vested interest in maintaining an ineffective education system. If so, we shouldn't be surprised that our schools won't teach our children about the law, nor should we expect to find much education on Justice in our other institutions (like churches)—and we don't. Which means, if you want to understand the concepts and consequences inherent in “Justice”, you'll have to learn on your own, or seek education from sources outside mainstream educational and media institutions.

But most importantly, once you really *see* a single instance of institutionalized injustice (like the current foreclosure laws) and you begin to develop a healthy respect for your own ignorance, you'll start wondering how many *other* instances of institutionalized injustice you've passed daily, without seeing, for the last decade or more. In short, if I've been blind to an egregious injustice like foreclosure laws for the past four decades, how many other institutionalized injustices have I overlooked?

The concept of institutionalized injustice is a little like the concept of space aliens—it's pretty hard to believe and easy to dismiss until you actually see your first Martian. But once you've seen one, you'd have to be crazy to believe there weren't two, or two hundred, or even two hundred million.

Variation II

Another reader provided a complete copy of a second variation on the “Common Law Lien” which is more extensive, technical, and difficult to read than the first (the author of the second Lien tried to sound like a lawyer). Although this and last month’s “Common Law Liens” are similar, there are significant variations and anyone studying one would be well-advised to consider the other.

For example, while last month’s lien was loosely referenced to Florida, this month’s “common law lien” is partially based on Texas state laws. Perhaps a comparison of the two can help show someone in Nebraska or Pennsylvania how to develop a similar lien for their locale.

Further, the person who supplied this second Common Law Lien is not the author, but

he suspects that one of the keys to making this (or any) lien truly fall under the common law” is the section that demands payment in real, lawful money (as described in the Constitution and common law) as opposed to the Federal Reserve Notes we currently use (which presumably bind us to the “law” of the Uniform Commercial Code while breaking our tie to the Constitution and Common Law).

Finally, this second Common Law Lien differs significantly from the first (presented in the June/July *AntiShyster*) since each “Notice” is directed to a different party.

In the first Common Law Lien, the property owner filed a lien against his own property and named himself as both the “Lienor” (the person who files the lien) and the “Property Owner” (the person against whom the lien is filed). Then notice of this lien was sent to the various court clerks, sheriffs, bank officials, etc., who have an interest in knowing the lien exists.

The following (second) Common Law Lien is filed by the “Demandant” (who is the property owner) and is directed only to the “Respondent” (typically the bank or mortgage company who holds the equity lien on the property and is threatening to initiate foreclosure proceedings).

Would this second lien work better if it were directed to court clerks and sheriffs as well as other lien holders? I don’t know. Would this lien be defective if it were not directed to other government officials? I don’t know.

Without the original author’s input and guidance, this second Common Law Lien is an unknown quantity. However, I know one person who claims to have used the following Common Law Lien as it is presented here to hold a powerful corporate law firm at bay for four years on a \$450,000 property foreclosure.

Nevertheless, I do not know if this lien will work for anyone else, in any other court, in any other state, at any other time. Like any other legal strategy, the final responsibility for using the “Common Law Lien” is strictly the individual litigant’s. If you want to apply this lien to protect your own home, car, whatever, you’d better confirm every cite in this document (typo’s and misstatements are not impossible in the *AntiShyster*) and thoroughly study the subject of Common Law Lien’s before you commit to this strategy. ■

STATE OF TEXAS
COUNTY OF _____

(Name of Property Owner)

DEMANDANT

VS.

(Name of Other Lien Holders: Bank Mortgage Company, etc.)

RESPONDENT

COMMON LAW LIEN NOTICE AND DEMAND

NOTICE is hereby given that this Common Law Lien Claim is being filed in good faith as a legal At-Law claim (as distinguished from an equitable or statutory claim) upon and collectable out of real property commonly known as (Property name) with the following description: (Legal Description/ Identification of Property).

PERSONAL PROPERTY: This claim shall operate in the nature of a "security" for the repair and improvement of the herein described property. This claim is made pursuant to the decisions of the United States Supreme Court (See Memorandum of Law).

This Common Law Lien is dischargeable only by Demandant, or by Common Law Jury in a Court of Common Law and according to the rule of Common Law. It is not otherwise dischargeable for 100, years, and cannot be extinguished due to the death of Demandant, or by Demand's heirs, assigns, or executors.

This Common Law Lien is for repair and improvement made by said (property owner) between (date) and (date) in the amount of \$ _____ lawful money of the United State, a DOLLAR being described in the 1792 U.S. Coinage Act as 371.25 grains of fine silver.

The failure, refusal, or neglect of Respondent to demand, by all prudent means, the Sheriff of this County to convene a Common Law Jury to hear this action within ninety (90) days from the date of filing of this Instrument will be deemed as prima facie evidence of an admission of "waiver" to all rights on the property described herein. (Neglect to give reasons on the record for a refusal to call said court has been held a "waiver"; see law express and implied in *1 Campd 410 n., 7 Ind. 21*).

This Common Law Lien supersedes Mortgage Liens, Lis Pendens Liens and Liens of any other kind.¹

I.

This is a suit or action at Common Law, and the value in controversy exceeds twenty dollars. The controversy is not confined to the question of Title to Property, but to Demandant's Common Law Claim for the repair and improvement to the herein described property, wherein the Demandant demands that the said controversy be determined by a Common Law Jury in a Court of Common Law and according to the Rules of Common Law.

MEMORANDUM OF LAW

This Claim through Common Law Lien is an action at SUBSTANTIVE Common Law, not in Equity, and is for the repair and improvement of the herein described property as of (Date).

Substantive Common Law is distinguished from mere "common law procedure". Lawyers and judges are misinformed to think, plead, rule or order that the substantive common law rights and immunities

¹ [Editors Note and not part of this writ: This statement may not be quite accurate; I've heard that mechanics liens may be superior to common law liens and would be paid first, common law liens second, and equity liens (of banks and mortgage companies), last.]

have been abolished in Texas or any other state. Only “common law procedure” created by the chancellor/chancery has been abolished. This is to say, the “forms” of common law and equity were abolished (*Kimball v. McIntyre*, 3 U 77, 1 P 167), or that the distinctions between the forms of common law and equity were abolished by Rule 2 of Civil Procedure (*Donis v. Utah R.R.*, 3 U 218, 223, P 521.)

However, the abolition of mere form, does NOT affect nor diminish our Substantive (common law and Constitutional) Rights and Immunities (*UCA 78-2-4, 5. 2*), for substantive law (e.g. our INALIENABLE Rights and Immunities) have not changed with this state’s adoption of Rule 2, combining the court’s form, remedial, ancillary adjective procedures (see *Bonding v. Nonatny*, 200 Iowa, 227, 202 N. W. 588), for matters of substance are in the main the same as at substantive common law (*CalifLand v. Solloran*, 82 U 267, 17 P2d 209), and old terms (words and phrases describing law and substantive procedures) used in common law can NOT be ignored (*Neil v. San Pedro RI?*, 38 U 475, 479, 114 P 127), the modifications resulting being severely limited in operation, effect, and extent (*Maxfield v. West*, 6 U 379, 24 P 98) for a total abolishment of even the purely equity or purely common law forms has NOT been realized, and must ever be kept in mind (*Donis v. Utah R.R.*, *supra.*). Thus, a right to establish a “common law lien” is not, and was NOT dependent upon a statute of chancery rule for its creation as a remedy, and where the right to establish a “common law lien” is part of SUBSTANTIVE common law, our right is antecedent to creation of the “state” or its chancery/procedure which right runs to time immemorial (*Western Union v. Call*, 21 SCt 561, 181 US 765).

We must be sustained in our acts, mere chancery, equity having NO jurisdiction so to counter:

“ . . . if the facts stated (see facts related to our ‘common law lien’) entitle litigant (Demandant) to ANY remedy or relief under SUBSTANTIVE Law (*supra.*), then he has stated good subject matter (cause of action) —and the Court MUST enter judgement in (our) favor — in so far as an attack on the sufficiency of (Demandant) pleadings are concerned.” (*Williams v Nelson*, 45 U 255, 261, 145 P 39; *Kuhn v McAllister*, 1 U 273, affirmed, 96 U 587, 24 LEd 615.)

For “although lawyers and judges have (in their ignorance) buried the common law, the common law rules us from its grave.” (Koffler, *Common Law Pleadings*, Intro. Ch. 1, West 1969)

The general rule of the common law is expressly adopted by Texas and is in force in this state and is the law of the land and by its operation can impose a common law lien on property in the absence of any specified agreement (see the law express and implied in the class of cases represented by *Drummond v Mills*, [1898] 74 N. W. 966; *Hewitt v Williams*, 47 LaAnn 742, 17 So. 269 [1894]; *Carr v. Dail*, 19 S.E 235; *McMahon v Lundin*, 58 N. W. 827).

The Magna Charta governs as well, retaining and preserving all rights antecedent thereto, which was restated in (1) Massachusetts Bay Charter, (2) Massachusetts Constitution, and (3) the Federal Constitution, (modeled after the Massachusetts Constitution), after which the *Texas Constitution* is modeled, all construed in *pari materia*, the State Constitution being a LIMITATION on the state’s power (*Fox v. Kroeger*, 119 Tex 511, 35 SW2d 679, 77 ALR 663.), the Constitution acting prospectively -declaring rights and procedures for the future but NOT diminishing rights extant prior to establishment of the state (*Grigsby v. Reib*, 105 Tex 597, 153 SW 1124; *Southern Paafic Co. V. Porter*, 160 Tex 329, 331 SW2d 42), and no new powers contrary to our common law Rights/Immunities were “granted” to the state.

II.

Common Law Liens at Law supercede mortgages and equity Liens (*Drummond Carriage Co. V. Mills* [1898] 74 N. W. 966; *Hewitt v Williams* 47 La. Ann. 742, 17 So. 269; *Carr v. Dail*, 19 S.E 235; *McMahon v. Lundin*, 58 N. W. 827) and may be satisfied only when a court of Common Law is convened pursuant to order of the elected sheriff. Such Common Law Court forbids the presence of any judge or lawyer from participating or presiding, or the practice of any Equity Law. The ruling of the U.S. Supreme Court in *Rich v. Braxton*, 158 U.S. 375, specifically forbids judges from invoking equity jurisdiction to remove Common Law Liens or similar "clouds of title".

Further, even if a preponderance of evidence displays the lien to be void or voidable, the Equity Court still may not proceed until the moving party has proven that he asks for, and comes "to equity" with "clean hands". (*Trice v. Comstock*, 57 C.C.A. 646; *West v. Washburn*, 138 N.Y. Supp. 230.)

Any official who attempts to modify or remove this Common Law Lien is fully liable for damages. (U.S. Supreme Court: *Butz v Economy*, 98 S.Ct. 2894; *Bell v. Hood*, 327 US 678; *Belknap v. Schild*, 161 US 10; *US. v. Lee*, 196; *Bivens v. Unknown Agents*, 400 US 862.)

DEMAND is hereby and herewith made upon all public officials under penalty of Title 42, United States Code, Section 1986, not to modify or remove this Lien in any manner. (This Lien is not dischargeable for 100 years and cannot be extinguished due to the Demandant's death or by Demandant's heirs, assigns, or executors.) Any Order, Adjudgment, or Decree issuing from a Court of Equity operating against to interfere or remove this At-Law legal lien would constitute direct abrogation/deprivation of Demandant's Texas State and United States Constitutionally guaranteed Rights.

This Notice is give *inter alia* to preclude a jury trial on the certain claim, and to provide for Summary Judgment on the said certain Claim should the Respondent admit "waiver" and refuse to call said court.

THE SAID CLAIM DUE AT LAW IS \$___(Dollars) as of (Date) for the repair and improvement of the herein described property. The symbol "\$" means "dollar" as defined by the un-repealed (1792) *US. Coinage Act*, which is 371.25 grains of fine silver for each "dollar" and is that "Thing" mandated upon the State of Texas by *Article 1:10:1, United States Constitution*.

(Demandant's Name) demands all his Common Law Rights at all times and in all places along with those rights guaranteed in *Magna Charta, Declaration of Independence, United States Constitution, and the Texas State Constitution*.

(Demandant's Signature)

DEMANDANT

JURAT: I, _____a Notary Public for the State of Texas, residing at _____, witness on this day that the above person known to me, did execute the above affixed signature to this instrument, or that this is a true and correct copy of the original instrument.

Date: _____

Notary Public _____

Date Commission Expires:



Limits on the Common Law Lien

by Alfred Adask

The last two issues of the *AntiShyster* carried common law liens used to defend one 's home against foreclosure. As a result, I've received the following information which helps explain the application limits of the common law lien. This article may seem a little tedious, but trust me, the information that follows lays a foundation for understanding the explosive legal strategy that 's presented in the next two articles on common law and commercial liens.

I've emphasized some sections of the quotes with bold print; the italicized comments are my own interpretations of the meaning of the quoted sections. Bear in mind that as a layman, my interpretations of the law may be a teensy bit less reliable than those of a lawyer or judge.

“. . . A lien is defined as a charge against or interest in property to secure payment of a debt or performance of an obligation... . In general, the concept of lien is divided into three kinds of liens: judicial liens, security interests, and statutory liens. Those three categories are mutually exclusive and are exhaustive except for certain common law liens.” 11 USCS 101 para. (27)

A lien can be filed not only based on financial debt, but also a contractual duty or obligation. For example, suppose your ex-spouse defied the terms of an agreement that said you should have the kids for Christmas. There 's no financial debt here, but there is a duty. You could theoretically place a lien on your ex's property, based solely on the failure to perform that duty.

“. . . A judicial lien is a lien obtained by judgment, levy, sequestration, or other legal or equitable process or proceeding.” 11 USCS §101 para. (26)

“Judicial' liens are those which are imposed through the courts — they require the active participation and approval of a judge. By inference, then, the 'security interest', 'statutory lien,' and 'common law lien' (mentioned above) are *non-judicial* liens. These non-judicial liens can be filed simply by depositing them with a County Clerk - *without the sanction or interference of a judge.*

Case Law

The following quotes are from *Williamson v. Winningham*, No.32735, Supreme Court of Oklahoma, Sept 9, 1947. Cite this case as “186 p.2d 644” (i.e., 186 Pacific reporter, 2nd series, page 644). This case offers a great deal of insight into the nature and application of Common Law Liens. Although this case was decided by the Supreme Court of Oklahoma, I assume the general rules outlined for Oklahoma are true for the balance of the fifty states.

“[10-12] Under the common law, a right obtains to retain possession of a chattel until a debt or *demand* due the person thus retaining it is satisfied. *Possession* is such a necessary element that if it is voluntarily surrendered by the creditor, the lien is at once extinguished.”

Three points:

First, “a right obtains to retain possession of a chattel” (the right to file a lien on a piece of property) can be based on a financial “debt” or the performance of a legitimate demand (or “duty”). This ability to file liens based on “duties” as well as financial obligations may give the application of liens an extraordinary political power; it might allow private citizens to place liens on government officials who do not perform the legal duties of their office. The implications of this potential application are huge.

Second, *possession* of the property to be liened is absolutely necessary to filing a lien “under the common law” (i.e., a “common law lien”). In other words, you can only file a common law lien on property which you legally *possess*; you cannot file a common law lien on property you do not legally possess. For example, you can file a lien on the home you live in (possess) but you cannot file a common law lien on your neighbor’s house because you don’t “possess” it. (However, there are other kinds of liens which can be filed on property you do not possess.)

Third, once possession of the liened property is voluntarily surrendered back to the property owner, the original “possessor’s” right to file or sustain a common law lien is instantly “extinguished”.

For example, you can file a common law lien on your home as long as you 1) live there (possess the property) and 2) don’t *voluntarily* vacate the house and surrender “possession” back to the bank or mortgage company.

Again, a Common Law Lien is dependant on the issue of *possession*. You must have legal possession as a prerequisite to file the common law lien, and you must maintain possession to keep the common law lien in effect.

“[13-16] A common law lien arises by *implication* of law and *not by express contract*. *Cincinnati Tobacco Warehouse Co. v. Leslie*, 117 Ky 478, 78 SW. 413, 64 L.R.A. 219. It is the right of a person to retain that which is in his *possession*, belonging to another, until certain demands against such other person are satisfied. A lien is a charge upon property for the payment or discharge of a debt *or duty*.”

It’s not necessary to have an underlying, written contract between two parties for one of the parties to file a common law lien on the other. All that’s necessary is an “implication of law” that an agreement exists between the two parties. The fact that the lien claimant (not the property owner) has possession of the property in question is taken as prima facie evidence of an existing agreement.

For example, if you send your car to an auto mechanic to make certain repairs for a verbally agreed upon price, but you refuse to pay for the repairs, the mechanic can file a common law lien on your car so long as he legally possesses it. That possession will be “legal”

until you pay for the repairs or until the mechanic voluntarily releases possession of your car. The fact that he has possession of your car is taken as implicit evidence that some kind of agreement was reached. After all, if there was no agreement between the two of you, why did you (the car owner), allow the lien claimant (the mechanic) to take possession of your car in the first place?

Apparently, the mere possession of a property by someone other than the rightful owner provides the “implication of law” necessary to initiate and sustain a common law lien. However, once possession is voluntarily surrendered, the “implication” is lost, and the right to file or maintain a common law lien is gone.

“[18] . . . legislative authority exists by statute to create a right of lien where no such right existed at common law. . . . And so *statutory liens* often exist where the creditor does not have possession of the property sought to be subjected to lien, thus differing the statutory lien from the *lien at common law*.”

If the auto mechanic voluntarily surrenders possession of the car to its owner, without being paid (maybe the check bounced), he has forfeit his right to file or maintain a common law lien. Nevertheless, he may still file a “statutory lien” on the car he no longer possesses to recover payment for the repairs he performed

However, a “statutory lien” probably requires more tangible proof (perhaps a contract, eye witnesses, invoices for parts or labor used to repair the car), more evidence of the debt than a common law lien precisely because the mechanic does not possess the car.

“[20,21] as no one can acquire a lien founded on his own illegal or fraudulent act, or breach of duty, . . . neither may a person rightfully in possession, where estoppel is plead and proved, be defeated of a right or lien by the owner’s *wrongful act of dispossession*. ‘A lien which arises by force of the common law may be, under special circumstances, superior to prior existing contractual or statutory liens on the same property.’ 33 *Am. Jur.* 436 §33, but the superiority stated relates solely to priority.”

The common law lien is dependant on legal possession of the property being liened, but this dependence does not allow the property owner to “wrongfully dispossess” the property from the lien claimant. In other words, the automobile owner can’t extinguish the auto mechanic’s common law lien by sneaking into the parking lot after dark and “stealing” his own car back from the mechanic.

Once filed, the common law lien remains in effect until the *claimant* voluntarily returns possession of the property to the owner or agrees to extinguish the lien. This suggests that no one, *not even a judge* can remove a common law lien without the claimant’s voluntary approval. This further suggests that the common law lien is not merely “non-judicial”, it’s “extrajudicial” in that its power is even beyond the immediate reach of a judge.

Once you file a common law lien, no one, not even a Judge, can remove that lien, except *you*. That makes the Common Law Lien a very strong legal device for private citizens.

The fact that common law liens may be beyond a judge’s power is probably part of the reason why this lien is regarded as “superior” to contractual or statutory liens. Apparently, the common law lien is even “superior” to other, *previous* liens, in that should a property be sold in foreclosure, the common law lien holder is normally the first one paid. This means that if your \$200,000 home is foreclosed and the mortgage company is still due \$110,000 on the mortgage, they can sell the house for \$110,000—just enough to pay off their mort-

gage (lien)—and wipe out your \$90,000 equity.

However, if you file a common law lien on your own home for your \$90,000 equity, you will be paid first out of the proceeds of the foreclosure. Even though the mortgage company's mortgage was filed years before, you'll get the *first* \$90,000 from the sale, and the mortgage company will get whatever is left. You may still lose your home, but at least you won't leave penniless.

Suppose the mortgage company sells your \$200,000 home for \$160,000: as a common law lien holder, you get the first \$90,000 recovered by the sale, and the mortgage company (who has a \$110,000 mortgage) will receive only the remaining \$70,000 and thereby suffer a \$40,000 loss. Because the loss for a reduced-price sale of the foreclosed home comes out of the mortgage company's pocket, the common law lien effectively prevents the mortgage company from selling the property in a "fire sale", far below market value. As a practical matter, this means the mortgage companies will be less likely to foreclose on a property bearing a common law lien since *they* will probably incur a loss.

In summary, two important points:

First, a lien can be filed not only to collect a debt, but also to compel performance of a *duty*.

This vital information means a lien can be used to compel performance that has been agreed to by contract. If you contracted to fix my car, but I didn't pay you, you could file a lien on my car to collect the payment. On the other hand, if you agreed to fix my car, but neglected to do so, I could place a lien (but not a common law lien) on your property—not for money—but to compel you to repair the car, to perform your duty, as agreed.

Second, possession, possession, *possession*. The common law lien is absolutely dependant on the issue of possession. If you are in lawful possession of a property that someone else owns, you may file a Common Law Lien on that property. However, if the property you seek to lien is not in your possession, then you may not file a common law lien, but must instead file a "security interest", a "statutory lien" or a "judicial lien".

These two points, liens filed on "duties" and the requirement for "possession" to file a common law lien are central to the lien strategies and applications explained in the next article. ■

186 P.2d 644

199 Okla. 393

WILLIAMSON v. WINNINGHAM.

No. 32735.

Supreme Court of Oklahoma.

Sept. 9, 1947.

Rehearing Denied Nov. 18, 1947.

Appeal from District Court, Tulsa County; Harry L. S. Halley, Judge.
Action by Pierce Winningham, doing business as the Superior Auto Rebuilders, against W. F. Williamson to recover the amount due under a contract for materials furnished and labor performed in repairing defendant's automobile and to establish and foreclose a lien on the automobile for such amount. Judgment for plaintiff, and defendant appeals.

Affirmed.

1. ESTOPPEL In action for amount due under contract for materials furnished and labor performed in repairing defendant's automobile, complaint alleging that plaintiff was prevented from performing contract by defendant's wrongful repossession of automobile from subcontractor sufficiently averred estoppel in pais to deny liability, though word "estoppel" was not employed.

2. TRIAL A demurrer to evidence admits every fact which evidence tends to prove in slightest degree and all reasonable and logical inferences and conclusions therefrom.

3. TRIAL The facts that action is one of legal cognizance as respects establishment of debt and is tried to court without jury do not defeat rule that demurrer to evidence admits facts which evidence tends to prove in slightest degree and all reasonable inferences therefrom, when evidence is neither conflicting, inherently improbable, nor sought to be impeached.

4. CONTRACTS Where petition declares alone on express contract and pleads full performance thereof, no recovery can be had on quantum meruit.

5. LIENS Before a lien arising by contract may be decreed, contract with owner of property on which lien is claimed or his duly authorized agent must be established.

6. AUTOMOBILES One furnishing work or material in repairing automobile under oral agreement with person in possession thereof, other than owner or his agent, acquires no lien thereon, in absence of authority from owner to make repairs.

7. AUTOMOBILES An automobile owner's pleaded and proved ratification of oral contract with another in possession of automobile for repair thereof is sufficient to establish contract, so as to entitle repairman to lien on automobile for work done and material furnished in repairing it.

8. AUTOMOBILES An automobile owner's approval, adoption or confirmation of oral contract with another, in possession of automobile, for repair thereof, at time when there is option to reject contract, is sufficient to establish contract, and owner's subsequent attempted revocation of such ratification is immaterial to existence of contract.

9. AUTOMOBILES An automobile owner, viewing and approving or acquiescing in repair of automobile by permission of another in possession thereof, became indebted to person furnishing materials and performing labor in making repairs and was bound by judgment for amount of such debt and foreclosure of lien on automobile therefor, though his ratification of repair contract was not pleaded and express contract was not established.

10. LIENS Under common law, person in possession of another's chattel has right to retain possession thereof until satisfaction of debt or demand due such person from owner.

11. LIENS A creditor's voluntary surrender of his possession of debtor's chattel before satisfaction of debt extinguishes lien thereon for amount due.

12. BAILMENT A person lawfully in possession of another's chattel and making repair thereof by labor or skill for its protection or improvement has lien thereon. See, 42 Okl.St. Ann. § 91.

13. LIENS A common law lien arises by implication of law, not by express contract.

14. LIENS A "lien" is a charge on property for payment or discharge of debt or duty, a qualified right, and proprietary interest in property of another than lienor. See publication Words and Phrases for other judicial constructions and definitions.

15. BAILMENT A lien is legal right, extended to artificers, to satisfaction of debt from particular thing.

16. MASTER AND SERVANT A laborer's lien is in full force and effect from and after time labor is performed. See, 42 O.S.1951 § 94.

17. LIENS An equitable lien is not dependent on right granted ad rem, statute granting right in re, or possession of it.

18. LIENS The statute providing that person rendering service to owner of personal property, lawfully in such person's possession, by labor or skill employed for protection or improvement thereof, has special lien thereon for compensation, declares a right of lien already existing at common law and merely modifies incidents thereof, but legislative authority exists by statute to create a right of lien where no such right existed at common law. See, 42 O.S.1951, § 91.

19. AUTOMOBILES One furnishing materials and performing labor for repairing of automobile under oral contract with another than owner thereof, who acquiesced in such betterment of his property, was entitled to common law lien thereon, based on either actual or constructive possession of automobile, though owner re-

claimed automobile from subcontractors, rightfully in possession thereof, and refused to return it for completion of repairs.

20. LIENS A person cannot acquire a lien founded on his own illegal or fraudulent act or breach of duty, nor may a person rightfully in possession of personal property for repairs be deprived of right or lien thereon by owner's wrongful act of dispossession, where estoppel is pleaded and proved.

21. LIENS A common law lien may be superior, under special circumstances, to prior existing contractual or statutory liens on same property, but such superiority relates solely to priority.

22. BAILMENT An artisan's common law lien for materials furnished and labor expended in betterment of personal property, of which he has right to possession in eyes of law by estoppel, may constitute a lien limited by statute.

23. LIENS A lien created by mere operation of law arises when act secured thereby should be performed, but such lien, based on possession of property subject to lien, continues until possession is voluntarily surrendered or lien fails by lapse of time within which action on principal obligation may be brought. See, 42 O.S.1951, §§ 6.

24. AUTOMOBILES A garageman has right to lien, arising by operation of law and based on possession not voluntarily surrendered, for materials furnished and labor performed in repairing automobile under contract, where action on principal obligation is commenced within limitation period and time prescribed by statute for preservation of lien. See, 42 Okl.St. Ann. §§ 6.

25. BAILMENT A lien claimant's filing of statutory statement with county clerk within 60 days after last furnishing of labor and material or supplies for repairing of personal property, on which lien is claimed, preserves priority of lien. See, 42 Okl.St. Ann. § 98.

26. BAILMENT Where possession of personalty is actually or in eyes of law retained and property preserved or improved by performance of labor and furnishing of materials by person in possession, common law lien exists and endures without necessity of filing statutory lien statement with county clerk, if action on principal obligation is commenced within limitation period and time specified by statute for preservation of lien. See, 42 Okl.St. Ann. §§ 95.

27. BAILMENT The filing of statutory lien statement with county clerk is necessary to preserve lien for labor or materials furnished for repair of personal property only as against priority of other liens, in absence of lienor's rightful possession of property, and failure to file such statement does not destroy lien, where possession is retained. See, 42 Okl.St. Ann. § 98.

28. BAILMENT The word "deemed," as used in statutory provision that person entitled to lien for labor or materials furnished in repairing personal property shall be deemed to have waived his rights thereto, unless he files statement of amount of such labor and materials in county clerk's office within time prescribed, has significance of presumption or inference of fact not certainly known, but adjudication from such failure is limited, not to existence of lien, but to waiver thereof in favor of other encumbrancers, and provision is inapplicable where possession of property subject to lien is not voluntarily surrendered by lienor. See, 42 Okl.St. Ann. § 98.

29. AUTOMOBILES The attorney's fee allowed by decree foreclosing lien for labor and materials furnished in repairing automobile must be reasonable in amount. See, 42 O.S.1941 § 176.

30. AUTOMOBILES The statutory provision that party for whom

judgment is rendered in action to enforce any lien may recover reasonable attorney's fee is valid and available for protection of plaintiff's right in suit to foreclose lien for materials furnished and labor performed in repairing automobile. See, 42 Okl.St. Ann. § 176.

Syllabus by the Court

1. Where a petition declares upon an express contract but negatives full performance of it because of defendant's wrongful act, a recovery for debt may be had upon a quantum meruit.

2. One who furnishes material and performs labor for the repair of personal property, under oral agreement with a person other than the owner, or his duly authorized agent, acquires no lien against the personal property, but where the owner, with knowledge, has right of option, and approves an artisan's possession together with progress of repair upon such personal property and thereafter wrongfully repossesses the property, he may not profit by his own wrong but is estopped to deny adverse possession of the property whereby a lien, as at common law, exists, reiterated and limited only by statutory provision. See, 42 O.S.1941 § 91.

3. An artisan or mechanic, with right of possession for labor and materials furnished [199 Okla. 394] and used in repair, has a charge or lien upon the property, arising by law, See, 42 O.S.1941 § 6, for the payment or discharge of a debt as a right qualified by provision of statute and existing after performance, See, 42 O.S.1941 § 94, subject to enforcement within eight months after performance, See, § 95, id., and the lien so arising by operation of law and based on possession continues to exist when possession is not voluntarily surrendered, see § 25, id., or the lien fails by mere lapse of time, see § 25, id., or is defeated by other liens possessed of priority, See § 98, id.

4. The filing of a lien statement, See, 42 O.S.1941 § 98, with the county clerk or the court clerk, See, 42 O.S.1941 § 132, within 60 days after the last labor shall have been performed or materials shall have been furnished, for the repair of personal property, the possession of which is not voluntarily surrendered, is not necessary to the enforcement of a lien arising by operation of law where, within time provided by statute, an action is commenced upon the principal obligation and for foreclosure, as the filing of such statement merely preserves such a lien as against priority of other liens and against the claim of innocent purchaser for value without notice, actual or constructive, where possession is not had by lienor or is voluntarily surrendered.

Spillers & Spillers, of Tulsa, for plaintiff in error.

A. M. Covington, of Tulsa, for defendant in error.

RILEY, Justice.

This action was commenced December 29, 1944, by defendant in error, as plaintiff, to recover under an express contract alleged to have been entered into on October 24, 1944, by and between plaintiff and defendant, whereby plaintiff agreed to and did furnish materials and perform labor for the repair of defendant's automobile for an indefinite amount, reasonable consideration to be shown by itemized statement to be, and which was, furnished defendant by being attached to plaintiff's petition.

Plaintiff alleged that he performed the labor and furnished the

materials for the repair except the last item contained in the statement, an alignment of the front system of the automobile, \$6.50, which was waived; that the alignment was being made under sub-contract when defendant wrongfully repossessed himself of the automobile and refused to return it for completion of repairs. Plaintiff alleged that within 60 days thereafter he had filed a verified statement of the claim arising under the contract, in the office of the County Clerk of Tulsa County, Oklahoma; that he was entitled to a lien on said property in the amount of \$136.85, from and after November 1, 1944, the date plaintiff would have completed the repair.

Plaintiff prayed judgment with interest, costs, and a reasonable attorney's fee; that the judgment be decreed a lien upon the automobile, and foreclosed.

Defendant, by verified answer, denied his authorization for execution of the contract; denied his authorization for plaintiff's performance of work or labor; and denied correctness of the account and the existence of the debt.

A jury was waived; the cause proceeded to trial by the court. At the conclusion of plaintiff's evidence, defendant's demurrer was overruled; defendant elected to stand on his demurrer, declined to adduce evidence; and the court rendered judgment for plaintiff.

The judgment was based on a finding that plaintiff had rendered service to defendant's automobile by furnishing material and performing labor; that the [199 Okla. 395] charges were fair, reasonable, and unpaid; that defendant had approved plaintiff's service upon the car, but defendant had wrongfully reclaimed his automobile. A judgment for plaintiff against defendant was rendered in the amount sought, with interest; a lien was declared upon the automobile and ordered foreclosed; plaintiff was allowed an attorney's fee of \$50.

The trial court erroneously found that plaintiff duly and properly filed his lien claim.

There is no evidence of record that plaintiff ever filed a lien claim. Defendant in error, in his brief says: '* * * the case-made does not reveal a formal tender of proof of this fact * * *'.

The trial court erred in declaring the judgment a lien unless plaintiff's right to a lien may be classified as a common law lien, recognized by statute. 33 Am.Jur. 420 § 4.

The evidence shows plaintiff commenced the work October 24, 1944. The action was instituted December 29, 1944, and there is an entire absence of proof, either by exhibit or evidence, to show that plaintiff performed any work or furnished any material after October 24, 1944. Sixty days after October 24, 1944 was December 23, 1944, at which time plaintiff's action was not yet commenced.

If the lien decreed is sustained, it entails an estoppel in pais because in fact plaintiff lost possession of defendant's automobile. Plaintiff plead that because of defendant's wrongful act in repossessing himself of his automobile, plaintiff was prevented from the performance of the repair. The pleading was sufficient as an averment of estoppel although the word 'estoppel' was not employed.

Facts established by plaintiff's evidence are that while defendant was absent from the City of Tulsa and defendant's automobile, in possession of defendant's father, was parked on the City's street, it was wrecked by action of a third person. Plaintiff was given permission by defendant's father to repair defendant's automobile, under promise of defendant's father that defendant would pay for the repairs. Plaintiff made necessary repairs on defendant's automobile except as to the one item of alignment, whereupon defendant re-

turned to the city, went to plaintiff's shop and expressed himself satisfied with progress of the work. The repairs at that time were completed except as to the front alignment of defendant's automobile, the defendant acquiesced in plaintiff's plan and arrangement, by subcontract, to complete the repairs. Defendant told plaintiff he was willing to sign a release of liability of damages as against the third party so that the cost of repairs might be paid by the third party's insurance carrier. Defendant thereafter changed his mind, declined to sign the release of liability and based his attempted revocation of ratification upon an alleged needful extension of repair. Theretofore, pursuant to plan approved, plaintiff had delivered defendant's automobile to the subcontractor for completion of the repairs.

After actual possession of defendant's automobile was by plaintiff delivered to the subcontractor, defendant wrongfully and without authority of plaintiff or the subcontractor repossessed himself of it.

A demurrer to the evidence admits every fact which the evidence in the slightest degree tends to prove, and all inferences and conclusions which can be reasonably and logically drawn therefrom. The fact that the action is one of legal cognizance insofar as establishment of debt is concerned and was tried to the court in the absence of a jury does not defeat the rule when the evidence is neither conflicting, inherently improbable, nor the testimony sought to be impeached. See, *Benke v. Stepp*, Okl. Sup., 184 P.2d 615.

[199 Okla. 396] The issue presented is whether plaintiff made a prima facie case entitling him to a judgment against defendant for debt and whether the debt constituted an obligation amounting to a lien such as might be foreclosed and an attorney's fee allowed.

In an action where the petition declares alone upon an express contract and full performance thereof is pleaded, no recovery can be had upon a quantum meruit. *Dunn et al. v. T. J. Cannon Co.*, 51 Okl. 382, 151 P. 1167.

While the petition in the case at bar declared upon an express contract, full performance of it was not pleaded but negatived. While ratification of the contract was not specifically plead, without precise objection by the adverse party, it was sought to be proved.

Estoppel as plead was proved; plaintiff established the charges, constituting debt, to be reasonable.

Before a lien arising by contract may be decreed, the contract with owner or his duly authorized agent must be established. *Caldwell v. Overall*, 186 Okl. 615, 99 P.2d 496. The right to such a lien depends upon contract. *Deka Development Co. v. Fox*, 170 Okl. 228, 39 P.2d 143. One who furnishes work or material in repairing an automobile under an oral agreement with a person possessed of such automobile, other than the owner or his agent, acquires no lien in the absence of authority, from the owner to make the repairs. *Holland v. Whiteside*, 171 Okl. 397, 43 P.2d 57. Nevertheless, a ratification of the contract by the owner, if plead or proved, is sufficient to establish the contract. The contract then exists under the doctrine of relations. An approval, adoption, or confirmation of such a contract at a time when there is an option of rejection is enough, and a subsequent attempted revocation of ratification is immaterial to the existence of the contract. *Swayne v. Union Mutual Life Ins. Co.*, Tex. Civ. App., 49 S.W. 518; *Nowata Oil Syndicate v. Commercial Nat. Bk.*, 93 Okl. 6, 219 P. 339; *Madill State Bk. v. Weaver*, 56 Okl. 183, 154 P. 478.

Defendant was bound to pay. That he has failed to do. His acts and conduct imposed that duty upon him; otherwise he would have been unjustly enriched. Therefore, assuming the objection to proof of ratification, not plead, to be sufficient, that the express contract was not established, yet under the estoppel plead, defendant may not be permitted to profit by his own wrong. When he viewed and approved, or acquiesced in the known betterment to his property, thereafter surreptitiously to reclaim it, he became indebted to plaintiff. The judgment is binding upon him.

As to whether the judgment constituted a proper charge upon the specific property or its proceeds as security for the payment of the debt and whether plaintiff had right to the allowance of an attorney's fee is a question of law.

Under the common law, a right obtains to retain possession of a chattel until a debt or demand due the person thus retaining it is satisfied. Possession is such a necessary element that if it is voluntarily surrendered by the creditor, the lien is at once extinguished. The existence of the common law lien is reiterated by the statute. 42 O.S.1941 § 91. So that a person, lawfully in possession and making a repair by labor or skill for the protection or improvement of the thing, has a lien upon it. *Jones v. Bodkin*, 172 Okl. 38, 44 P.2d 38.

A common law lien arises by implication of law and not by express contract. *Cincinnati Tobacco Warehouse Co. v. Leslie*, 117 Ky. 478, 78 S.W. 413, 64 L.R.A. 219. It is the right of a person to retain that which is in his possession, belonging to another, until certain demands against such other person are satisfied. A lien is a charge upon property for the payment or discharge of a debt or duty. *Nichols v. Orr*, 63 Colo. 333, 166 P. 561, 2 A.L.R. 449; *Boston & Kansas [199 Okla. 397] City Cattle Loan Co. v. Dickson*, 11 Okl. 680, 69 P. 889. It is a qualified right, 33 Am.Jur. 419, § 2, a proprietary interest in the property of another. *City of Sanford v. McClelland*, 121 Fla. 253, 163 So. 513; *Small v. Robinson*, 69 Me. 425, 31 Am.Rep. 299. The law gives the right, *Andrews v. Doe*, 6 How., Miss., 554, 38 Am.Dec. 450, and it is a right to satisfaction of a debt from a particular thing (*id.*) extended to artificers, *Peck v. Jenness*, 7 How., U.S., 612, 12 L.Ed. 841. It is in full force and effect from and after the time the labor is performed. 42 O.S.1941 § 94. *T. J. Stewart Lbr. Co. v. Derry*, 122 Okl. 208, 253 P. 485.

An equitable lien is entirely different and not dependent upon either right granted (*ad rem*) or statute granting the right (*in re*) or possession of it. See, *In re Interborough Consol. Corporation*, 2 Cir., 288 F. 334, 32 A.L.R. 932, writ denied 262 U.S. 752, 43 S.Ct. 700, 67 L.Ed. 1215; *Jones v. Carpenter*, 90 Fla. 407, 106 So. 127, 43 A.L.R. 1409.

The statute declares a right of lien already existing at common law. The statute merely modifies its incidents, but legislative authority exists by statute to create a right of lien where no such right existed at common law. *Horace Waters & Co. v. Gerard*, 189 N.Y. 302, 82 N.E. 143, 24 L.R.A., N.S., 958, 121 Am.St.Rep. 886, 12 Ann.Cas. 397; *Fox v. Seal*, 22 Wall, U.S., 424, 22 L.Ed. 774; 33 Am.Jur. 432 § 24. And so statutory liens often exist where the creditor does not have possession of the property sought to be subjected to a lien, thus differing the statutory lien from the lien at common law.

In the case at bar, plaintiff's right to a lien exists; the lien to which plaintiff is entitled falls within the common law classification. It is based directly upon the idea of possession, *Roberts v. Jacks*, 31 Ark. 597, 25 Am.Rep. 584. Such possession may be either actual or

constructive. *Miller v. Marston*, 35 Me. 153, 56 Am.Dec. 694; *Stewart v. Flowers*, 44 Miss. 513, 7 Am.Rep. 707.

Plaintiff's possession of defendant's automobile, rightfully in the hands of the subcontractor, was constructive. It was a lawful possession; and as no one can acquire a lien founded on his own illegal or fraudulent act, or breach of duty, *Randel v. Brown*, 2 How., U.S., 406, 11 L.Ed. 318, neither may a person rightfully in possession, where estoppel is plead and proved, be defeated of a right or lien by the owner's wrongful act of dispossession. 'A lien which arises by force of the common law may be, under special circumstances, superior to prior existing contractual or statutory liens on the same property.' 33 Am.Jur. 436 § 33, but the superiority stated relates solely to priority, *Reeves & Co. v. Russell*, 28 N.D. 265, 148 N.W. 654, L.R.A.1915D, 1149; § 96, supra; *Cook v. Oklahoma Auto Supply Co.*, 62 Okl. 202, 162 P. 731.

An artisan's lien for materials and labor expended in betterment of personal property, existing under the common law, where in the eyes of the law, by estoppel, the artisan has right of possession, may constitute a lien, limited by statute. *Shefts Supply Co. v. Brady*, 170 Okl. 590, 41 P.2d 820; *Basham v. Goodholm & Sparrow Inv. Co.*, 52 Okl. 536, 152 P. 416; *McGuyre v. Duncan*, 100 Okl. 217, 229 P. 199.

As provided by statute, 42 O.S.1941 § 6, a lien is created by (1) contract, and (2) by operation of law. The lien arising by mere operation of law arises at the time at which the act to be secured thereby ought to be performed, § 7, id. The lien arising by operation of law and based on possession continues to exist until possession is voluntarily surrendered, § 25, id., § 91, id., § 92, id., or until the lien fails by the mere lapse of time within which an action upon the principal obligation may be brought. 42 O.S.1941 § 23. *Robinson v. Exchange Nat. Bk. of Tulsa, D.C.*, 31 F.Supp. 350; *Id.*, D.C., 28 F.Supp. 244; *City Nat. Bk. of Lawton v. Lewis*, 73 Okl. 329, 176 P. 237; *Jones v. Bodkin*, 172 Okl. 38, 44 P.2d 38. The action on the principal obligation was commenced well within the statute of limitations and also within [199 Okla. 398] time prescribed by statute for preservation of the lien (8 months after the work is done) § 95, id. *Pacific Petroleum Co. v. Sunbeam Oil Co.*, 176 Okl. 293, 54 P.2d 1054. A garageman is possessed of such right. *Riggan v. Faulkner*, 184 Okl. 605, 89 P.2d 311; *Norton-Johnson Buick Co. v. Lindley*, 173 Okl. 93, 46 P.2d 525; *West Allis Industrial Loan Co. v. Stark*, 197 Wis. 363, 222 N.W. 310, 62 A.L.R. 1485 (Bailment).

As provided by statute, 42 O.S.1941 § 98, a statement may be filed with the county clerk within 60 days after last furnishing of labor and material or supplies for the repairing of such personal property. If such a statement is filed, priority of the lien is preserved, § 98, id. In *Jarecki Mfg. Co. v. Fleming*, 123 Okl. 147, 252 P. 17 (see also *Oil Well Supply Co. v. Farmers Nat. Bk. of Chickasha*, 112 Okl. 17, 239 P. 585) we held that unless a statement is filed 'within the time aforesaid' the person entitled to such a lien and who has surrendered possession of the property is not protected as against innocent purchasers for value without notice, actual or constructive, 42 O.S.1941 § 98, but the person otherwise entitled is 'deemed to have waived his right', id. The right considered and decided was one of priority. Plaintiff in error relies upon the rule in the case above cited.

A materialman, and not an artisan or laborer, who there failed to file a lien statement as provided by law did not have priority as against the lien of a mortgage arising by contract. The materialman's lien

sought to be enforced was purely statutory as the materialman was never shown to have had or retained possession of the personal property. The case is distinguishable.

Oil Well Supply Co. v. Farmers Nat. Bk. of Chickasha, supra, denied applicability of a lien created by statute as against the owner of a leasehold for oil and gas, for materials furnished or labor performed in the operations because of lien claimant's contractual relation with the owner only of the rig improved. As thus limited the materialman's lien, a creature of statute, preserved by the filing of a statement, as by the statute required, afforded no priority of lien for materials furnished subsequent to the lien of the mortgage.

Where possession is actually, or in the eyes of the law, retained and the property preserved or improved by the performance of labor and the furnishing of materials a lien of the common law exists and endures without the necessity of filing a lien statement if an action is commenced within limitations upon the principal obligation as well as within time specified by statute for preservation of the lien. The filing of such a statement is necessary to preserve the lien only as against the priority of other liens in the absence of lienor's rightful possession. Failure to file such a statement, under the statute relating to priority, does not, where possession is retained, result in destruction of the lien. Terms of the statute provide that in event of failure to so file a statement a waiver of lien is to be deemed. 'Deemed' as used in the statute has the significance of a presumption, an inference of fact not certainly known. However, that which is to be adjudged from failure to file a lien statement is limited not to the existence of the lien, but to a waiver of it in favor of other encumbrancers. But where possession is not voluntarily surrendered, the statutory provision has no function to perform.

The decree foreclosing the lien of plaintiff is sustained. The allowance of an attorney's fee is dependent upon statutory provision. *Simpson v. Butts*, 99 Okl. 168, 226 P. 332; *Moore v. Calvert*, 8 Okl. 358, 58 P. 627. It must be reasonable in amount. *Keokuk Falls Imp. Co. v. Kingsland & Douglas Mfg. Co.*, 5 Okl. 32, 47 P. 484; *Cooper v. Bank of Ind. Terr.*, 4 Okl. 632, 46 P. 475; *Holland v. Whiteside*, 171 Okl. 397, 43 P.2d 57.

42 O.S.1941 § 176 provides: 'In an action brought to enforce any lien, the party for whom judgment [199 Okla. 399] is rendered shall be entitled to recover a reasonable attorney's fee, to be fixed by the court, which shall be taxed as costs in the action.'

The provision is valid and available for the protection of plaintiff's right. *Baker v. Farmers & Merchants St. Bk.*, 117 Okl. 93, 245 P. 555; *Lesh v. Branch*, 177 Okl. 211, 58 P.2d 578.

Affirmed.

HURST, C. J., DAVISON, V. C. J., and BAYLESS, WELCH, CORN, and LUTTRELL, JJ., concur.

186 P.2d 644, 199 Okla. 393, *Williamson v. Winningham*, (Okla. 1947)

186 P.2d 644-186 P.2d 652. ■

The Fort Morgan Times

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TUESDAY, OCTOBER 27, 1992

Winslow files liens on Romer

Rainford J. Winslow of Fort Morgan has filed common law liens against Gov. Roy Romer for alleged breach of his oath of office. Liens have been filed in Denver, El Paso, Larimer, Park, Prowers, Pueblo and Weld Counties.

"I don't think this has ever been done in the history of any state," Winslow said.

The filing is in connection with Winslow's 13-year running battle with the legal system which began in 1979 when a group of Morgan Heights residents filed suit against Winslow regarding roads and other improvements in his Morgan Heights development.

The group won a judgment that Winslow has been appealing ever since.

Winslow claims that the governor has violated statutes on obstructing government operations, criminal impersonation, complicity, conspiracy, official misconduct, conspiracy against the rights of citizens and deprivation of rights.

Winslow scored the governor for lack of action in the case, claiming he and Morgan Heights residents who want the case settled have not

received a fair trial and that Romer has the power to order a trial and has not done so.

The longtime local resident and developer has also attacked Romer for initiating legislation allowing retired appellate judges to serve as senior judges — which Winslow alleges is in violation of the State Constitution and that he says should render null and void several court decisions against him.

He also says that the legislation, which was an addendum to a package on retired public employee benefits, is not legal because the title does not match the contents.

Winslow claims that Romer's oath of office is a specific performance contract and that the governor has breached it by failing to act in Winslow's case.

Winslow also pointed to personal requests on his part, efforts by attorney Raymond C. Johnson to meet with Romer on the case and letters from Veterans of Foreign Wars, the American Legion and Disabled American Veterans to Romer asking him to intervene in

the case.

The developer said he has asked two state senators, Don Ament of Cliff and Richard Mutzebaugh of Conifer, to investigate his allegations on the legality of the legislation concerning judges and on other aspects of the long involved legal battle.

Residents of Morgan Heights face liens on their homes for legal fees in the original lawsuit against Winslow. Many of them were involuntarily placed in the class against Winslow, he said.

The developer also claimed that 116 members of the class voted for settlement of the case, only 28 against, but Colorado courts and the class attorney, Robert J. Dyer, have blocked settlement.

Winslow filed for a limited protection bankruptcy, but it was converted to a Chapter 7 liquidation, resulting in loss of his Morgan Heights home and a Denver condominium, and he has twice been jailed on contempt proceedings in bankruptcy court.

V.I.C.T.I.M.S.*

Robert E. Haffke, Chairman

Office Phone:
(303) 867-7356

104 Bacher Drive, Morgan Heights
Fort Morgan, Colorado 80701

Home Phone:
(303) 867-5276

October 27, 1992

The Media
Denver and Elsewhere
State of Colorado

RE: Why Should a Common Law Lien Be Placed Against Governor Roy
Romer's Assets in Colorado?

Greetings:

As many of you know, this Morgan Heights/Winslow case is now into the 14th year. We V.I.C.T.I.M.S.* have been attempting to get Governor Roy Romer to do something. He won't move. Last week, Mr. Winslow put a Common Law Lien on Governor Romer's Colorado property, which is located in Prowers County, Pueblo County, El Paso County, Denver County, Larimer County, Weld County, and Park County.

Within this Common Law Lien, Winslow made clear allegations as to why he did this, and pointed out the breach of contract that Governor Romer violated in terms of Winslow's rights, which includes all of us V.I.C.T.I.M.S.

I am enclosing herewith some documentation to back up what Winslow charged in this Common Law Lien.

If you need more information, you may get in touch with me or you may certainly contact Mr. Winslow or anybody else involved.

This 13 year travesty should be spotlighted to correct the injustices that have taken place!

Sincerely,



Robert E. Haffke, Chairman

* Victims In Class Tragedy; Innocent, Mad, Sickened!

Lien Strategy

by Alfred Adask

The last two issues of the *AntiShyster* presented common law liens that helped protect one's home from foreclosure. As such, those liens were essentially *defensive* in nature.

The following lien, however, is an attempt to use the common law lien in an aggressive, or "offensive" manner. This lien was filed by a group of disgruntled citizens against *Governor Roy Romer* of Colorado in an attempt to compel the Governor to obey his *oath of office* to carry out his lawful *duties* as specified in the Constitutions of the U.S. and Colorado. Interesting concept, no?

However, I don't think this application of the common law lien will work.

I suspect this lien contains two fundamental flaws that will prevent its successful application. Nevertheless, if I'm right, those flaws are easily corrected (I'll explain how further on). If I'm wrong, the lien should be essentially valid as is. In either case, the significance of this lien is not in its details and possible flaws, but in the fundamental *strategy* of using *liens* rather than *lawsuits* to compel *government officials* to actually *obey the law!*

Above the Law?

As a practical matter, private citizens can't sue an IRS agent, a Governor, judge, or even the President of the United States for failing to obey or enforce the laws. If we try to sue in court to compel our government officials to obey the law and perform their lawful duties, the judges routinely ignore our petitions and laugh us out of court.

However, with the lien strategies (there are more than one), we don't try to sue a government official for failing to perform his lawful duties. Instead, we simply file a lien that lays on the official's personal property and credit rating like a forty pound tumor until he voluntarily satisfies our demand to perform his lawful duty, and we, in turn, voluntarily agree to excise the lump.

Of course, the lien places the official under no immediate obligation to satisfy our demand that he obey the law. If he doesn't intend to sell his property, he can probably live with the lien for years. Likewise, any government agent who has no need for credit to buy a new home, a new car, or a coat for his wife for Christmas, can also ignore our lien. However, in the real world of job transfers and physical mobility, few government officials can last for long with a lien on their property.

For example, I've heard that one man in Florida (using a slightly different lien strategy) filed Commercial Liens against nine *IRS agents* and was later taken to court by the IRS agent's *wives*. The wives tried unsuccessfully to remove the liens because the liens had compromised their credit rating — they couldn't go shopping except with cash. (While most IRS agents don't fear being sued for violating our rights, I wonder how many of 'em are tough enough to withstand the pressures of raging wives suddenly stripped of their right to by pantyhose on credit?)

The aggressive application of liens depends on three factors:

1) non-judicial liens can be filed by common citizens without the aid of a lawyer or the approval of a judge (you just write it up and drop it off with your County Clerk;

2) Liens can be filed not only to recover financial debts but also to compel *performance* of contractual *duties and obligations*; and most importantly

3) A public official's *Oath of Office* (to "uphold and defend" their state and federal Constitutions) is a *specific performance contract* which commits government officials to performing all of his *duties* as outlined in the Constitutions he swore to "uphold".

In combination, these three factors allow private citizens to place liens on government officials for failing to perform their sworn, Constitutional *duties*.

Because common law (and "commercial") liens may be simply filed with the County Clerks rather than processed through courtroom pleadings and motions, the courts are unable to shield government officials from direct attack by common citizens. Unprotected by the courts' favoritism, government officials may now be vulnerable to (i.e., "equal to") common citizens. Although this aggressive lien strategy is not yet confirmed, it appears to be an extraordinary political equalizer" and a powerful legal tool that will allow common citizens without interference from the courts—to compel government officials to obey the law. The potential is extraordinary.

Halt!—Or I'll Lien!

The following lien was filed by Mr. Rainsford Winslow, a member of V.I.C.T.I.M.S. (Victims In Class Tragedy; Innocent, Mad, Sickened!). This organization represents over one hundred people involved in a case that started in 1979 when Mr. Winslow (a real estate developer) received a court order to make certain road improvements on a subdivision, and then appealed.

The Winslow group claims to have been threatened by \$1 million false judgments issued in whole or in part by a judge they claim to be constitutionally ineligible to hear the case. They repeatedly petitioned the Colorado Supreme Court to grant them an appeal but their petitions were refused. Recently, they appealed to Colorado's Governor to intercede on their behalf but Governor Romer also ignored their requests.

Therefore, on October 8, 1992, in an effort to compel Governor Romer to compel the Supreme Court to grant an appeal, the group paid \$20 and filed the following common law lien with the Denver County Clerk. (Later, they filed identical liens in six other counties, as well.) Note that in all seven filings, they *did not go to court*. They simply did their research, wrote the lien, had it notarized, paid the \$20 filing fee, and filed it with the seven County Clerks without any interference from the courts.

The Winslow lien reads something like a story and is fairly self-explanatory:



VERIFIED BREACH OF SPECIFIC PERFORMANCE CONTRACT COMMON LAW LIEN

On January 8, 1991, Governor Roy Romer signed his Oath of Office which is also known as a SPECIFIC PERFORMANCE CONTRACT made between himself and WE THE PEOPLE, which includes Rainsford J. Winslow, his wife, Winifred, his children and grandchildren, and the applicable member of the Morgan Heights Class, all of who are known as V.I.C.T.I.M.S. (Victims In Class Tragedy; Innocent, Mad, Sickened!). Within this Oath/Specific Performance Contract, Governor Romer agreed to uphold the U.S. and Colorado Constitutions. Governor Romer BREACHED these two Constitutions, both before and after he signed the Oath/Specific Performance Contract, which was witnessed by Justice Luis Rovira, harming V.I.C.T.I.M.S in different degrees. He did this knowingly and willfully, which could be OBSTRUCTION OF JUSTICE as defined in the Colorado Criminal Code, CRS 18-8-102. A copy of this Specific Performance Contract is attached here-with and is adopted by reference herein as though fully set forth.

How does Winslow know Governor Romer did this “knowingly and willfully”? Because he, Winslow, contacted Governor Romer’s then Legal Advisor, Ken Salazar, at least five times, with no action. Forced Class Member Attorney Raymond C. Johnson, a long time friend of Roy Romer and a law firm colleague of Romer who campaigned for Romer in 1986, made a formal request to have a face-to-face meeting with the Governor to help settle the 10 year brouhaha. Romer DENIED the meeting. The V.F.W., the American Legion, and the Disabled American Veterans, all wrote letters to Governor Romer, seeking assistance in settling this disgraceful Class Action case. Governor Romer DID NOT respond to any of these three letters seeking help. That’s how Winslow knows Governor Romer’s actions on this case were “willful and knowingly” brushed under the rug.

The Morgan Heights Class and the Winslows Denied Fair Trial Before an Impartial Judge

SIXTEEN Colorado Judicial Officers said by word or deed, that Morgan County District Judge James R. Leh was biased and prejudiced. Here are the 16:¹

Two Colorado District Judges, Four Attorneys, Ten Members of the Colorado Judicial Conduct Discipline Commission.

The Colorado Judicial Discipline Commission has one job: Review the conduct/misconduct of all Colorado Judges. On January 14, 1983, this Commission FORCED Judge Leh to disqualify himself.

¹ Editor’s note, I’ve retained the categories of officers, but deleted their names as they’re not critical to understanding this lien.

This, in itself, PROVES the bias/prejudice of Judge Leh. No Court, no Judge, no Lawyer, NOBODY said Judge Leh was impartial.

It is a Legal Maxim that Judgments issued without due process are VOID. Since the cornerstone of due process is the impartial Judge, V.I.C.T.I.M.S. were denied due process, making the Judgments by Judge Leh VOID, and can be collaterally attacked at any time — no time limit. Numerous Colorado District Courts, the Colorado Court of Appeals, and the Colorado Supreme Court have had ample facts before them to grant the Morgan Heights Class/Winslows a NEW TRIAL, but refused to even look at the issue. Thus, these Colorado Courts violated the U.S./Colorado Constitutions, which all Judges are obligated to follow. No Court, no Judge, no Lawyer, NOBODY said the Morgan Height Class/Winslows had an impartial Judge!

Morgan Heights Class/Winslows Issued Counterfeit Judgments by Two Bogus Judges!

Retired Court of Appeal Judges Ralph H. Coyte and Harry S. Silverstein, Jr., were wrongfully appointed to be Senior Judges by a Colorado Chief Justice of the Supreme Court. These appointments violated the Colorado Constitution, Art VI, Sect.s 5(3)(b) and 18, which say that only Retired Supreme Court Justices, Retired District Judges, Retired Probate Judges, and Retired Juvenile Judges, can be Senior Judges. Since Retired Court of Appeal Judges are not mentioned, they are EXCLUDED. The Chief Justice who appointed “Judges” Coyte and Silverstein erred.

What makes this whole matter so unfair and unjust, is that these two “Judges” have issued approximately ONE MILLION DOLLARS in illegal Judgments, harming V.I.C.T.I.M.S. It is undisputed that a Non-Judge cannot issue a valid Judgment.

Here Is How Victims Have Suffered Over 13 Years

1. Class Members have had their homes foreclosed upon and many have had to go into bankruptcy.
2. Over 55 Class Members have been swindled by the Class Attorney by paying illegal attorney fees.
3. Many Class Members sold their homes below market value, because of this Class Action Lawsuit.
4. The Winslows have lost both their home in Fort Morgan and their home in Denver, illegally, and are now HOMELESS.
5. The Morgan Height Class Members voted 116 FOR settlement, with only 28 AGAINST, 81% to 19%. Neither the Colorado Courts nor the Class Attorney would permit settlement.
6. Winslow was put in Federal Prison illegally.
7. All of the V.I.C.T.I.M.S. have been restrained of their liberty more so than the public generally.
8. All of the Winslows’ property has been tied up in by the U.S. Bankruptcy Court Trustee and have lost of their income property in violation of due process.
9. Right now, Winslow is being threatened with Criminal Contempt Charges by a Federal Judge. The U.S. Attorney was ORDERED to prosecute Winslow. Winslow denies any criminal intent and will fight this.
10. The Winslow children were FORCED to “fight” their parents as lawsuit adversaries.

Governor Roy R. Rower is Obligated to Correct these Constitutional Violations

Here is the authority for Governor Romer to correct this ONE MILLION DOLLAR ERROR which has caused “legal torture” in different degrees to all V.I.C.T.I.M.S.

Constitution of Colorado, Article IV -Executive Department:

“Section 2. Governor Supreme Executive. The Supreme Executive Power of the State shall be vested in the Governor, who shall take care *that the laws be faithfully executed.*”

Colorado Governor/Legislature Cover Up Judicial Error with House Bill 90-1087

On April 5, 1990, Governor Romer signed HB 90-1087, which has this title: Concerning Benefits for Members of the Public Employees’ Retirement Association. Within this law, (CRS 13-4-10 1 & 13-4-104.5) gives the Colorado Chief Justice authority to appoint Retired Court of Appeal Judges to be Senior Judges and accept temporary judicial duties. This PROVES the Colorado Constitution does not give Retired Court of Appeal Judges the right to be Senior Judges, because had the Colorado Constitution permitted Retired Court of Appeal Judges to be Senior Judges, this law would have been unnecessary. Besides, what in effect happened, was that the Governor/Legislature “amended” the Constitution, which only WE THE PEOPLE can do.

There is another violation in that the title quoted above does not match the full contents of HB 90-1087, which also VIOLATES the Colorado Constitution Article V, which follows in its entirety:

Section 21, Bill to Contain but One Subject—Expressed in the Title. No Bill, except General Appropriations Bills, shall be passed containing more than one subject, which shall be clearly expressed in its title; but if any subject shall be embraced in any act which shall not be expressed in the title, such act shall be void only as to so much thereof as shall not be so expressed.

Another area of error is the fact that V.I.C.T.I.M.S., including the Winslows, did not get due process of law as mandated, not only by the Colorado Constitution, but the U.S. Constitution. Here’s what the Colorado Constitution, Article II says about this:

Section 25. Due Process of Law—No person shall be deprived of life, liberty, or property, *without due process of law.*

The U.S. Constitution, Amendments 5 and 14 say exactly the same thing. All V.I.C.T.I.M.S. were denied due process because they didn’t have an impartial Judge and they are also subjected to illegal judgments from two Non-Judges. All V.I.C.T.I.M.S. either lost or had their property damaged by this insidious class Action Lawsuit.

He, Governor Romer, could correct this by requiring the Colorado Supreme Court to

GRANT V.I.C.T.I.M.S. a NEW TRIAL. With the power that Governor Romer has as mandated by the Colorado Constitution, Article IV clearly say that Governor Romer *shall take care that the laws be faithfully executed.*

This Specific Performance Contract Common Law Lien Covers These Governor Romer Properties ²

Banks (all Romer Bank Accounts in Colorado); 12 Corporations; 8 Partnerships; Mineral Rights (Romer owns 1/8 interest in 2 proper-

² Editor ‘s note: I’ve included the categories and numbers of Properties listed on this lien, but I’ve deleted the names of the individual properties.

ties with a total acreage of 780 acres); Buildings/Land (6 properties mentioned); Ranch Land (Baily Ranch, consisting of 325 acres); State Land Lease (approx 320 acres).

What V.I.C.T.I.M.S. and the Winslows

Seek From Governor Roy Romer

It is undisputed that the Applicable Morgan Heights Class Member and the Winslows, known as V.I.C.T.I.M.S. did not get a fair trial before an impartial Judge. What they seek from Governor Romer is to have him require the Colorado Supreme Court follow the law and grant V.I.C.T.I.M.S. a NEW TRIAL in the Washington County District Court, Akron, Colorado, with an impartial Judge and an impartial jury.

V.I.C.T.I.M.S. do not seek any money damages from Governor Romer, nor punitive damages. All they want is their RIGHT to have a NEW TRIAL, which Governor is obliged to make certain V.I.C.T.I.M.S. get.

This Colorado Supreme Court erred and violated the law to the detriment of V.I.C.T.I.M.S.. Governor Romer is obligated to correct this error by instructing the Colorado Supreme Court to grant V.I.C.T.I.M.S. a NEW TRIAL in Washington County District Court, Akron, Colorado, the nearest District Court to Morgan County, for convenience of the parties/witnesses. Morgan County is unacceptable because of the enormous publicity over 13 years of the Morgan Heights case, making a FAIR TRIAL impossible.

When there is an Order from the Colorado Supreme Court GRANTING the new trial, Winslows will make certain that this Common Law Lien encumbering the above properties, will be released.

This lien is a drastic measure, but every other remedy V.I.C.T.I.M.S. has attempted has failed. This Lien action is not malicious or vexatious, it is neither frivolous nor groundless, it is being recorded in the applicable Counties IN GOOD FAITH to assure JUSTICE for more than 150 V.I.C.T.I.M.S. who have been denied this RIGHT for more than THIRTEEN YEARS!

VERIFICATION

This Common Law Lien is signed under oath and under penalty of perjury, to be the truth, the whole truth, and nothing but the truth. Because it is Verified, everything present must be accepted as true.

CONCLUSION

V.I.C.T.I.M.S. pray that Governor Roy Romer will require the Colorado Supreme Court to follow the law. The Governor of Colorado must do this as mandated by the Colorado Constitution, Article IV, Section 2, which mandates that the Governor shall take care that the laws of Colorado are faithfully executed. When the NEW TRIAL ORDER comes down from the Colorado Supreme Court, it is believed this entire Morgan Heights/Winslow Class Action thirteen year quagmire will SETTLE quickly.

Rainsford J. Winslow,
United States of America/Colorado Citizen
Post Office Box 250, Fort Morgan, CO
807001



FLAWS?

I see two fundamental problems in Mr. Winslow's "Verified Breach of Specific Performance Contract Common Law Lien" which will complicate and probably invalidate the lien's intended use.

First, Mr. Winslow stated the lien's purpose is to compel Colorado Governor Romer to order the Colorado Supreme Court to reverse itself and grant the Winslows a new trial. Trying to compel a Governor (of the Executive branch) to give orders to the Supreme Court (in the Judicial Branch) raises the issue of Separation of Powers.

It strikes me that placing a lien on a member of one branch of government as a device to compel obedience from

someone in another branch of government invites confusion, complication, litigation, more lawyer fees, and a more distant settlement. At best, that's bad tactics. Unless there's no alternative, I suspect that the lien would be better filed on the relevant judges or perhaps the Judicial Conduct Commission.

The second, and more important problem is that Mr. Winslow's lien is filed on Governor Romer's bank accounts, businesses, corporations, and ranch—all properties which the Winslow group does not *possess*. According to the Oklahoma Supreme Court case of *Williamson v. Winningham* (186 p. 2d 644; cited in a previous article), common law lien's can *only* be filed on property that the lien claimants legally *possess*. Since neither Winslow nor his group have legal possession of any of the Governor's specified properties, the common law lien is legally inappropriate for this situation.

However, if the common law lien is inappropriate, that flaw is easily mended. Instead of filing a common law lien, the Winslows should use essentially the same strategy (based on the Oath of Office as specific performance contract), but they should file a "COMMERCIAL LIEN". While the common law lien appears to be primarily a "defensive" lien used to "defend" property which you possess, the "commercial lien" is an aggressive lien intended to "attack" an adversary without regard for whether you own property and are trying to defend it. The Commercial Lien Strategy has been reported in several issues of the AntiShyster.

Federal Common Law Liens?

Although most states ground their common law in English traditions reaching back beyond the Magna Charta (1215 A. D.), some states do not. For example, much of the common law of Texas is derived from that of Spain since Texas was originally part of Mexico. Louisiana's common law is colored by its original status as a property of France. These variations tend to support the argument that common law varies from state to state and therefore, a common law application that works in one state might fail in a second if it does not precisely conform to the second state's common law.

Further, given the centuries-old traditions inherent in most common law, some people argue that our Federal government (which had no historic precedent and is a mere 200 years old) has no "common law" other than the Constitution. Pending proof to the contrary I am inclined to agree with that argument.

Nevertheless, even though there is some question as to whether there is any such thing as a "Federal common law" several of the following liens are styled as "Federal Common Law Liens"

I asked the author of the first "Federal Common Law Lien" I received if there might not be some mistake. He assured me that his heading was absolutely appropriate *in the state of Georgia* and so, with some appropriate state-specific disclaimers, I published his lien. Since then I've seen several more "Federal Common Law Liens" from a variety of states. Although I still wonder if there is such an animal, I have been tentatively persuaded that—based on their numbers alone—these "Federal Common Law Liens" may have a foundation in fact.

However, when I assembled this publication, I re-read my first "Federal Common Law Lien," and discovered that on the last page, the original author referred to it as a "Federal Claim of Common Law Lien". Somehow, either the original author failed to include the words "Claim of" in the heading of the lien he sent to me, or perhaps I inadvertently deleted those words when I entered the lien into my computer. In any case, the entire "Federal Common Law Lien" question may be based on little more than a misprint in my own publication.

POINT: We all make mistakes, so don't trust anything you read here unless you confirm it independently in a law library.

POINT: I still doubt that there is a lawful instrument called a "Federal Common Law Lien ", but am inclined to believe there may be a legitimate "Federal Claim of Common Law Lien". However, I do not yet know which heading, if either, is correct.

So again, and as always, it's up to you to do the necessary backup research to confirm the language, details, and law of any lien you intend to use.

UNDER THE UNITED STATES COMMON-LAW

IN RE:	*	
WADE PARKER,	*	LIEN
DEMANDANT,	*	
	*	
and	*	NOTICE AND DEMAND
	*	
COLONIAL SAVINGS and	*	
FORT WORTH MORTGAGE,	*	
RESPONDENT.	*	
	*	

FEDERAL COMMON LAW LIEN

I. PARTIES:

A: WADE PARKER, Demandant, 2117 Austin Drive, Carrollton, Texas
uSA 75006 (TDC)

B: COLONIAL SAYINGS and FORT WORTH MORTGAGE, DRAWER
2988, FORTH WORTH, TEXAS uSA 76196

II. NOTICE:

Notice is given hereby, of this Federal Common Law *Claim* being filed in good faith as a legal At-Law claim (as distinguished from an equitable or statutory claim) upon and collectable out of real property known as 2117 Austin Drive, Carrollton, Texas 75006 (TDC), with the following description:

Lot 26 Block 9 Crosby Estates No 6 Dallas County, Texas

III. PERSONAL PROPERTY:

Claim shall operate in the nature of a “security” or the repair and improvement of the therein described property. This claim is made pursuant to decisions of the United States Supreme Court. (See Memorandum of Law).

A. This Common Law Lien is dischargeable only by Demandant, or by a Common Law Jury in a Court of Common Law and according to the rules of Common Law. It is not otherwise dischargeable for fifty (50) years, and cannot be extinguished due to the death of Demandant, or by Demandant’s heirs, assigns, or executors.

B. This Common Law Lien is for repairs, improvements, and equity made by said WADE PARKER between December 10, 1980 and July 1, 1993, in the amount of \$37,000.00 lawful money of the United States, a DOLLAR being described in the 1792 US Coinage Act as 371.25 grains of fine silver.

C. The failure, refusal, or neglect of Respondent to demand, by all prudent means, the Sheriff of this County to convene a Common Law Jury to hear this act ion with in ninety (90) days from the date of filing of this Instrument will be deemed as prima facie evidence of an admission of waiver” to all rights on the property described herein. (Neglect to give reasons on the record for a refusal to call said court has been held a “waiver”; see law expressed and implied in 1 Campd. 410 n., 7 Ind. 21).

D. This Common Law Lien supersedes Mortgage Liens, Lis Pendens Liens, and Liens of any other kind.

IV. SUIT OR ACTION AT COMMON LAW

This is a suit or action at Common Law, and the value in Controversy exceeds Twenty (20) dollars. The controversy is not confined to the question of Title to Property, but to Demandant’s Common Law Claim for the repair, improvements and equity to the herein described property, wherein the Demandant demands that said controversy be determined by a Common Law Jury in a Court of Common Law and according to the Rules of Common Law.

V. DEMAND

DEMAND is hereby and herewith made upon all public officials under penalty of Title 42, United State Code, Section 1986, not to modify or remove this Lien in any manner. (This Lien is not dischargeable for 100 years and cannot be extinguished due to Demandant’s death or by Demandant’s heirs, assigns, or executors.) Any Order, Adjudgement, or Decree issuing from a Court of Equity operating against to interfere or remove this At — Law legal lien claim would constitute direct abrogation/deprivation of Demandant’s Texas State and United States Constitutionally guaranteed Rights.

A. This Notice is given *inter alia* to preclude a jury trial on the certain claim, and to provide for Summary Judgement on the said certain Claim should the Respondent admit “waiver” and refuse to call said court.

B. THE SAID CLAIM DUE AT LAW IS \$37,000.00 (Thirty-seven Thousand DOLLARS) as of July 1, 1993 for the repair, improvement and equity of the herein described property. The symbol “\$” means “dollar” as defined by the un-repealed (1792) U.S. Coinage Act, which is 371.25 grains of fine silver for each “dollar” and is that “Thing” mandated upon the State of Texas by Article 1:10:1, United States Constitution.

C. WADE PARKER demands all his Common Law Rights at all Times and in all places along with those rights guaranteed in Magna Charta, Declaration of Independence, United States Constitution, and the Texas State Constitution.

s/ _____
Without Prejudice UCC 1-207
WADE PARKER, Demandant.
%2117 Austin Drive
Carrollton, Texas uSA 75006 (TDC)

JURAT

STATE OF TEXAS *
COUNTY OF DALLAS *

I, the undersigned authority, a Notary Public in and for the State of Texas, witness on this day the above person known to me, did execute the above affixed signature to this instrument, described as Federal Common—Law Lien.

Signed on this the ___ day of July, 1993.

Notary Public in and for the State
of Texas

MEMORANDUM OF LAW

I. This Claim through Common Law Lien is an action at SUBSTANTIVE Common Law, not in Equity, and is for the repair, improvement and equity described property as of July 1, 1993.

A. Substantive Common Law, is distinguished from mere “common law procedure”. Lawyers and judges are misinformed to think, plead, rule or order that the substantive common law rights

and immunities have been abolished in Texas or any other state. Only “common law procedure” created by the chancellor/chancery has been abolished.¹ That is to say, the “forms” of common law and equity were abolished, or that the distinctions between the forms of common law and equity were abolished by Rule 2 of Civil Procedure.²

B. However, the abolition of mere form, does NOT affect nor diminish our Substantive (common law and Constitutional) Rights and Immunities (UCA 78-2-4, S.2), for substantive law (e.g. our INALIENABLE Rights and Immunities) have not changed with this state’s adoption of Rule 2, combining the courts form, remedial ancillary procedures³ for matters of substance are in the main the same as at substantive common law⁴ and old terms (words and phrases describing law and substantive procedures) used in common law can NOT be ignored,⁵ the modifications resulting being severely limited in operation, effect, and extent⁶ for a total abolishment of even the purely equity or purely common law forms has NOT been realized, and must ever be kept in mind.⁷ Thus, a right to establish a “common law lien” is not, and was NOT dependent upon a statute or chancery rule for its creation as a remedy, and where the right to establish a “common law lien” is a part of SUBSTANTIVE common law our right is antecedent to creation of the “state” or its chancery/procedure which right runs to time immemorial.⁸

C. We must be sustained in our acts, mere chancery, equity having NO jurisdiction so to counter: “..... if the facts stated (see facts related to our common law lien’) entitle litigant (Demandant) to ANY remedy or relief under SUBSTANTIVE Law (supra.), then he has stated good subject matter (cause of action)—and the Court MUST enter judgement in (our) favor—in so far as an attack on the sufficiency of (Demandant) pleadings are concerned.⁹

D. For “although lawyers and judges have (in their ignorance) buried the common law, the common law rules us from its grave.” (Koffler, *Common Law Pleading*, Intro. Ch. 1, West 1969).

E. The general rule of the common law is expressly adopted by Texas and is in force in this state and is the law of the land and by its operation can impose a common law lien on property in the absence of any specific agreement.¹⁰

F. The Magna Charta governs as well, retaining and preserving all rights antecedent thereto, which was restated in the (1) Massachusetts Bay Charter, (2) Massachusetts Constitution, and (3) the Federal Constitution, (modeled after the Massachusetts Constitution), after which the Texas Constitution is modeled, all construed in *pari materia*, the State Constitution being a LIMITATION on the state’s power,¹¹ the Constitution acting prospectively — declaring rights and procedures for the future but NOT diminishing rights extant prior to the establishment of the state,¹² and no new powers contrary to our common law Rights/Immunities were “granted” to the state.

II. Common Law liens at Law supersede mortgages and equity Liens¹³ and may be satisfied only when a court of Common Law is convened pursuant to order of the elected sheriff. Such Common Law Court forbids the presence of any judge or lawyer from participating or presiding or the practice of any Equity Law. The Ruling of the U.S. Supreme Court specifically forbids judges from invoking equity jurisdiction to remove Common Law Liens or similar “clouds of title.”¹⁴ Further, even if a preponderance of evidence displays the lien to be void or voidable, the Equity Court still may not proceed until the

moving part has proven that he asks for, and come “to equity” with “clean hands.”¹⁵ Any official who attempts to modify or remove this Common Law Lien is fully liable for damages.¹⁶

¹ Kimball v McIntyre, 3 U 77, 1 p 167

² Donis v. Utah R.R. 3 U 218, 223 P 521

³ Bonding v Nonatny, 200 Iowa, 227, 202 N.W. 588

⁴ Calif.Land v Solloran, 82 U 267, 17 P2d 209

⁵ O’Neill v San Pedro RR, 38 U 475, 479, 114 P 127

⁶ Maxfield v West, 6 U 379, 24 P 98

⁷ Donis v. Utah RR, supra

⁸ Western Union v. Call, 21 SCt 561, 181 US 765

⁹ Williams v. Nelson, 45 U 255, 261, 145 P 39; Kuhn v. McAllister, 1 U 273, affirmed, 96 U 587, 24 LEd 615

¹⁰ Drummond v. Mills (1898) 74 N.W. 966; Hewitt v. Williams, 47 LaAnn 742, 17 So. 269 (1894); Carr v. Dail, 19 6.E. 235; McMdhon v. Lundin, 58 N.W. 827

¹¹ Fox v. Kroeger, 119 Tex 511, 35 SW2d 679, 77 ALR 663

¹² Grigsby v. Reib, 105 Tex 597, 153 SW 1124; Southern Pacific Co. v. Porter, 160 Tex 329, 331 SW2d 42

¹³ Drummond Carriage Co. v. Mills (1898) 74 N.W. 966; Hewitt v. Williams 47 La. Ann. 742, 17 So. 269; Carr v. Dail, 19 S.E. 235; McMahon V. Lundin, 58 N.W. 827

¹⁴ Rich v. Braxton, 158 U.S. 375

¹⁵ Trice v. Comstock, 57 C.C.A. 646; West V. Washburn, 138 N.Y. Supp 230

¹⁶ Butz v. Economy, 98 S.Ct. 2894; Bell v Hood, 327 US 678; Belknap v. Schild, 161 US 10; U.S. v. Lee, 196; Bivens v. 6 Unknown Agents, 400 US 862

**NOTICE
FEDERAL COMMON LAW LIEN AND
WRIT OF ATTACHMENT ON REAL
AND PERSONAL PROPERTY**

Date: February 8, 1993

NOTICE TO: Ford Motor Credit Company,
5875 Castle Creek Parkway
Indianapolis, Indiana 46250

To the Clerk of the Marion County Court Recorder's Office of Marion County in the State of Indiana; and Sheriff of Marion County, Indiana; and attorney for the Plaintiff; and All Title Companies; and All Potential Purchasers; and all entities who may claim interest now or at some time in the future; and All persons known and unknown who may be similarly situated and All other concerned parties.

You are hereby notified that a FEDERAL COMMON LAW LIEN AND WRIT OF ATTACHMENT ON REAL AND PERSONAL PROPERTY is now in effect on a certain parcel of Real Estate now of record in the Name of Gary A. Montgomery, the LIENOR, on property located in Marion County, Indiana, and known as 626 Cottage Avenue, Indianapolis, Indiana 46203; and more specifically LEGALLY described as:

Lot 143, South Park, Section Two per Plat Book 12, Page 43 of Public Records of Marion County, Indiana.

Pursuant to that certain agreement that Gary A. Montgomery, the OWNER of the property, and Gary A. Montgomery, the LIENOR, hereby claims the attachment of the FEDERAL COMMON LAW LIEN WRIT OF

ATTACHMENT ON REAL AND PERSONAL PROPERTY is in the AMOUNT of:

Total Dollar Amount is **\$6,882.85**

MEMORANDUM OF LAW IN SUPPORT OF

Writ of Attachments are but another form of Federal Common Law Lien and *supersede* mortgages and equity liens, Drummond Carriage v. Mills, (1878) N.W. 99; Hewitt v. Williams, 47 La. Ann. 742, 17 So. 269; Carr V. Dail, 19 S.E. 235; McMaham v. Ludin, 58 N.H. 827, and may be satisfied only when paid and/or property is taken in lieu of the monetary value and fully satisfied by said taking of property.

The ruling of the U.S. Supreme Court in Rich v. Braxton, 158 U.S. 375, specifically forbids judges (Titles of Nobility) from invoking equity jurisdiction to remove Common Law Liens or similar “clouds of title.” Furthermore, even if a preponderance of evidence displays the lien to be void or a voidable, the equity court (and Title of Nobles) still may not proceed until the moving party asks for and comes “to equity” with “clean hands based on the “Clean Hands Doctrine” and “power Of Estoppel, Trice v. Comstock, 57 C.C.A. 646; West v. Washington Sheriff, 153 App. Div. 460, 138 N.Y. Supp. 230.

ANY OFFICIAL WHO ATTEMPTS TO MODIFY OR REMOVE THIS COMMON LAW LIEN IN THE FORM OF A WRIT OF ATTACHMENT IS FULLY LIABLE FOR DAMAGES AT LAW PURSUANT TO THE MANDATORY RULINGS OF THE U.S. SUPREME COURT IN BUTZ v. ECOHOMU, 438 U.S. 494, 98 S.Ct. 2894; BELL V. HOOD, 327 U.S. 678; AND BIVENS v. UNKNOWN AGENTS, 499 U.S. 388.

This Federal At Law Lien in the form of a Writ Of Attachment shall be valid, notwithstanding any other provision of statute or rule regarding the form or content of a “Notice of Li en”, nor shall it be dischargeable for one hundred (100) years, nor extinguishable due to lienor’s death whether accidental or purposely, nor dischargeable by lienor’s heirs, successors, assigns, or executors.

CAVEAT

Whoever attempts to modify, circumvent and/or negate this Federal Common Law Lien in the form of Writ Of Attachment, shall be deemed outlaws and/or felons and shall be prosecuted pursuant to Title 42, United States Code Section 1983, 1985, and 1986, and punishable under the penalties of the common law At Law and applicable sections of Title 18, United States Code.

Demand is made upon all public officials under penalty of Title 42 United States Code Section 1986 not to modify or remove this lien in any manner.

JUDICIAL NOTICE

WE HEREBY GIVE NOTICE to all parties and this Court that pursuant to U.S. Supreme Court case Hafer v. Melo, No. 90—681, November, 1991, any judicial actions which violate the constitutional rights of American citizens may be sued as a cause of action in civil litigation against those performing said acts, without any form of immunity.

CIVIL RIGHTS — Immunity: State officials sued in their individual capacities are “persons” subject to suits for damages under 42 U.S.C. §1983; Eleventh Amendment does not bar such suits in federal court. (Hafer v. Melo, No. 90—681), page 4001.

Respectfully Submitted in the Name of Justice on this ___ day of February, 1993.

(signature)
Gary A. Montgomery
1288 Ridge Top Drive
Greenwood, Indiana 46142
Phone:

AFFIDAVIT
STATE OF INDIANA
COUNTY OF MARION

BEFORE ME, the undersigned authority, on this — day February, 1993, did personally appear GARY A. MONTGOMERY, the OWNER of the property, and GARY A. MONTGOMERY, the LIENOR, who being first personally and dully sworn, does depose and say that the information contained in this foregoing Federal Common Law Lien Writ of Attachment on Real and Personal Property is true and accurate.

Further affiant sayeth not.
(Signature) GARY A. MONTGOMERY "PROPERTY OWNER" (Signature) GARY A. MONTGOMERY "LIENOR"

Witness my Hand and Notarial Seal this: ___ day of February, 1993
Notary Public (printed name): _____
Notary Public (signature): _____
County of Residence: _____
Date of Expiration: _____

This document prepared by: Gary A. Montgomery
Name (signature): _____

ACKNOWLEDGMENT
STATE OF INDIANA
COUNTY OF MARION

The foregoing Federal Common Law Lien Writ of Attachment on Real and Personal Property was acknowledged before me this — day of February, 1993, by GARY A. MONTGOMERY, the OWNER of the property, and GARY A. MONTGOMERY, the LIENOR, who is personally known to me or who has produced proper legal identification and who did make an affirmation and acknowledged that he did execute same.

Witness my Hand and Notarial Seal this: — day of February, 1993
Notary Public (printed name): _____
Notary Public (signature): _____
County of Residence: _____
Date of Expiration : _____

This document prepared by: Gary A. Montgomery
Name (signature): _____



FOR THE DENTON COUNTY COURT
DENTON, TEXAS

FILED

1992 SEP -8 AM 11:51

TRACY KUNKEL
DENTON CO. TX

FEDERAL COMMON LAW LIEN
AND

NOTICE OF FEDERAL COMMON LAW LIEN
WRIT OF ATTACHMENT
ON REAL AND PERSONAL PROPERTY

NOTICE OF LIEN

NOTICE TO:

Clerk of the Denton County Court of the State of Texas, in and for Denton County, Texas; and Sheriff of Denton County, Texas; and Thomas S. Nelson, attorney at law, Plaintiff; and attorney for Plaintiff; and All Title Companies; and All Potential Purchasers; and all entities who may claim interest now or at some time in the future; and All persons known and unknown who may be similarly situated and All other concerned parties.

You are hereby notified that a FEDERAL COMMON LAW LIEN WRIT OF ATTACHMENT ON REAL AND PERSONAL PROPERTY is now in effect on a certain Mobile Home now of record in the Name of CHARLES J. JANOSZ, the LIENOR, on property located in Denton County, Texas, and located at THE VILLAGE NORTH MOBILE HOME PARK, 1240 NORTH COWAN STREET, LOT NUMBER 112, LEWISVILLE, TEXAS; and more specifically LEGALLY described as:

VILLAGE NORTH MHP, SPACE 112, TEX
N2TXWNX470142BUR219808.

Copy of this Federal Common Law Lien Writ Of Attachment On Real And Personal Property has also been filed in the following case file with the Clerk Of The Denton County Court, Denton County, Texas;

Case No: 89-1156-16.

Pursuant to that certain agreement that CHARLES J. JANOSZ, the OWNER of the property, and CHARLES J. JANOSZ, the LIENOR, claims the attachment of the FEDERAL COMMON LAW LIEN WRIT OF ATTACHMENT ON REAL AND PERSONAL PROPERTY is in the AMOUNT of:

Fifteen Thousand Dollars (\$15,000.00)

FEDERAL COMMON LAW LIEN AND NOTICE OF COMMON LAW LIEN WRIT OF ATTACHMENT
CHARLES J. JANOSZ, OWNER, and CHARLES J. JANOSZ, LIENOR.

page -- 1 --

MEMORANDUM OF LAW IN SUPPORT OF

Writ Of Attachments are but another form of Federal Common Law Lien and supersede mortgages and equity liens, Drummond Carriage v. Mills (1878) N.W. 99; Hewitt v. Williams, 47 La. Ann. 742, 17 So. 269; Carr v. Dail, 19 S.E. 235; McMahan v. Ludin 58 N.H. 827, and may be satisfied only when paid and/or property is taken in lieu of the monetary value and fully satisfied by said taking of property.

The ruling of the U.S. Supreme Court in Rich v. Braxton, 158 U.S. 375, specifically forbids judges (Titles of Nobility) from invoking equity jurisdiction to remove common law liens or similar "clouds of title." Furthermore, even if a preponderance of evidence displays the lien to be void or voidable, the equity court (and Title of Nobles) still may not proceed until the moving party ask for and comes "to equity" with "clean hands" based on the "Clean Hands Doctrine" And "Power Of Estoppel", Trice v. Comstock, 57 C.C.A. 646; West v. Washington Sheriff, 153 App. Div. 460, 138 N.Y. Supp. 230.

ANY OFFICIAL WHO ATTEMPTS TO MODIFY OR REMOVE THIS COMMON LAW LIEN IN THE FORM OF WRIT OF ATTACHMENT IS FULLY LIABLE FOR DAMAGES AT LAW PURSUANT TO THE MANDATORY RULINGS OF THE U.S. SUPREME COURT IN BUTZ v. ECHEMU, 438 U.S. 494, 98 S.Ct. 2894; BELL v. HOOD, 327 U.S. 678; AND BIVENS v. UNKNOWN AGENTS, 499 U.S. 388.

This Federal At Law Lien in the form of a Writ Of Attachment(S) shall be valid, notwithstanding any other provision of statute or rule regarding the form or content of a "notice of lien", nor shall it be dischargeable for 100 years, nor extinguishable due to lienors' death whether accidental or purposely, nor dischargeable by lienors' heirs, assigns, or executors.

= CAVEAT =

Whoever attempts to modify, circumvent and/or negate this Federal Common Law Lien in the form of Writ Of Attachment, shall be deemed outlaws and/or felons and shall be prosecuted pursuant to Title 42, United States Code Sect. 1983, 1985, and 1986, and punishable under the penalties of the common law at law and applicable sections of Title 18, United States Code.


Demand is made upon all public officials under penalty of Title #42 U.S.C. Section 1986 not to modify or remove this lien in any manner.

= JUDICIAL NOTICE =

WE HEREBY NOTICE this all parties and this Court that pursuant to U.S. Supreme Court case HAFFER v. MELO, No. 90-681, November, 1991, any judicial actions which violate the constitutional rights of individuals may be sued as a cause of action in civil litigation against those performing said acts, without any form of immunity.

CIVIL RIGHTS - Immunity: State officials sued in their individual capacities are "persons" subject to suits for damages under 42 USC 1983; Eleventh Amendment does not bar such suits in federal court. (Hafer v. Melo, No. 90-681), page 4001.

Respectfully Submitted in the Name of Justice on this 8th day of September, 1992.


Charles J. Janosz, Propira Persona
1240 North Cowan Street - TRLR 112
Lewisville, Texas, USA 75057-2604
Public Listing Number 214/436-0693

FILED
1992 SEP -8 AM 11:51

AFFIDAVIT

STATE OF TEXAS §
COUNTY OF DENTON §

TRACY KUNKEL
NOTARY PUBLIC DENTON CO. TX

BEFORE ME, the undersigned authority, on this 8th day of September, 1992, did personally appear CHARLES J. JANOSZ, the OWNER of the property, and CHARLES J. JANOSZ, the LIENOR, who being first personally and dully sworn, does depose and say that the information contained in this foregoing Federal Common Law Lien Writ of Attachment on Real and Personal Property is true and accurate.

Further affiant sayeth not. Date: September 8th, 1992.



CHARLES J. JANOSZ
"PROPERTY OWNER"


CHARLES J. JANOSZ
"LIENOR"


ACKNOWLEDGMENT


STATE OF TEXAS §
COUNTY OF DENTON §

The foregoing Federal Common Law Lien Writ of Attachment on Real and Personal Property was acknowledged before me this 8th day of September, 1992 by CHARLES J. JANOSZ, the OWNER of the property, and CHARLES J. JANOSZ, the LIENOR, who is personally known by me or who has produced his Drivers License as identification and who did take an oath and acknowledge that he did execute same.


Signature, Notary Public
for Denton County, Texas
My Commission Expires: 2-5-92

Date: September 8, 1992.

XX
XX

BECKY DICK
NOTARY PUBLIC - TEXAS
MY COMMISSION EXPIRES
FEBRUARY 5, 1994
XX
XX

**Miscellaneous
Facsimiles
of
Common Law Liens** 

DEED

Tender Regarding Lands made this 28th day of MAY
1987 by GRANTEE

DAVID S. DERIEMER (TO: HIMSELF) (Grantee) of
1624 SAVANNAH ROAD (address)
LEWES, DELAWARE 19958

who does hereby agree to accept, as a tender of amends from

Name (Grantor) David S. DeRiemer (FROM: HIMSELF)
(Address) 1624 Savannah Road
PREVIOUS GRANTOR Lewes, Delaware 19958

There is no consideration of \$1.00 lawful money of the United States of America needed for the purposes of this instrument, to be paid to the Grantors in hand, nor need any such tender be made by the Grantees, at or before the sealing and delivery of these presents, the receipt whereof is not acknowledged, and the Grantors need not be fully satisfied, but by these presents can tender of amends, by settlement or conveyance unto Grantees forever.

ALL that certain lot, piece and parcel of land situate, lying and being at the southerly corner of Wilmington Avenue and First Street, in the City of Rehoboth Beach, Sussex County, Delaware, having a frontage of fifty (50) feet on said Wilmington Avenue and extending a distance of ninety (90) feet on First Street, containing four thousand five hundred (4,500) square feet of land, more or less, being the largest part of lot number twenty eight (28) Wilmington Avenue, as shown and designated on the plot of the Rehoboth Beach Camp Meeting Association of the Methodist Episcopal Church, of record in the Office of the Recorder of Deeds, in and for Sussex County, Georgetown, Delaware in Deed Book 84, Page 602, said lot originally having a frontage of one hundred (100) feet on First Street, but this conveyance being intended merely to include the northerly ninety (90) feet of said original lot.

BEING the same lands conveyed unto David S. DeRiemer by deed of Harry Stephan, et al., dated April 1, 1963 and filed for record in the Office of The Recorder of Deeds, in and for Sussex County, Georgetown, Delaware, in Deed Book 557, Page 644.

The aforesaid offer regarding a tender of amends is made to secure grantee's common law lien and give NOTICE to the world, the object of which action is to enable the GRANTEE to secure money damages and exercise Civil and Constitutional Rights. The particular property described will be subject to prosecution to satisfy judgment(s) in this action. The failure, refusal, or neglect of the Respondent to demand the Sherriff to convene said Common Law Court within ninety (90) days from the date of filing this instrument will be deemed to be "prima-facie" evidence of an admission of "waiver" to all their rights to the property described hereinafter. DEMAND is made upon all public officials under penalty not to modify or remove this lien in any manner. This lien is made to secure Rights pursuant to the First, Fourth, Fifth, Ninth and Tenth Amendments to the United States Constitution.

Common Law liens at law supercede mortgages and equity liens, Drummond Carriage Co. v. Mills, (1898) 74 N.W. 966; Hewitt v. William, 47 La. Ann. 742.17 So. 269; Carr v. Dail. 19 S.E. 235; McMehon v. Lundin. 58 N.W., 827, and may be satisfied only when a Court of Common Law is called to convene pursuant to order of the elected Sherriff under Amendment 7 of the Bill of Rights.

Such Common Law Court forbids the presence of any Judge or Lawyer from participating or presiding, or the practice of any equity law. The ruling of the United States Supreme Court in Rich v. Braxton, 158 U.S. 375 specifically forbids Judges from invoking equity jurisdiction to remove common law liens or similar "Clouds on Title". Further even if a preponderance of evidence displays the lien to be void or voidable, the equity court still may not proceed until the moving party has proven that he asks for and comes "to equity" with "clean hands", Trice v. Constock 121 Fed. 620; West v. Washburn, 138 NY Supp. Any official who attempts to modify or remove this common law lien is fully liable for damages. U.S. Supreme Ct; Butz v. Economou, US , 98 S.Ct. 2894; Bell v. Hood, 327 US 678; Belknap v. Schild, 161 US 10; U.S.v. Lee, 106 US 196; Bivens v. 6 Unknown Agents, 400 US 862; Halperin v. Nixon, (1979) US

THIS 4th ASSESSMENT DISTRICT OF SUSSEX COUNTY

(This lien is not dischargeable for 100 years and cannot be extinguished due to my death whether accidentally or purposely, or by my heirs, assigns or executors.)

NOW THEREFORE: if said lien shall be well and truly paid according to its tenor to the lienor or rescinded by the lienor herein named, then this Title shall be void, otherwise all right, title, interest, use and full control of the herein described property will remain in Full Force and Effect Forever to the lienor herein named or his or her heirs and/or assigns.

TOGETHER with all and singular the buildings, improvements, ways, woods, waters, watercourses, rights, liberties, privileges, hereditaments and appurtenances to the same belonging or in anywise appurtenant; and the reversion and reversions, remainder and remainders, rents issues and profits thereof, any of every part and parcel thereof; AND also all the estate, allodial rights, title, interest, use, possession, property right, claims and demand whatsoever, of the Grantors, in and to the premises herein described, and every part and parcel thereof, with the appurtenances. TO HAVE and to HOLD all and singular, the premises herein described, together with the appurtenances, unto the Grantees and to Grantees' proper use and benefit forever under the protection of the "Law of the Land". To wit: for David S. DeRiemer in the amount of \$950,000.00 in present circulating currency or \$95,000.00 in gold/or silver coin.

In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

Wherever in this instrument any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, personal or legal representatives, successors and assigns" had been inserted after each and every such designation.

AUTHORITIES:

It has been held to be wholly immaterial how imperfect or defective the writing may be, considered as a deed; if it is in writing and defines the extent of the claim, it is a sign, semblance or claim of title. SEE Street v. Collier 45 S.E. 294; Mullen's Adm'r. v. Carper 16 S.E. 527; that strictly speaking it cannot rest in parol SEE Armijo v. Armijo 4 N.M. (Gild.) 57, 13 Pac. 92.

IN WITNESS WHEREOF, the Grantees have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the presence of

David S. DeRiemer



DELAWARE COUNTY OF SUSSEX REALTY TRANSFER TAX \$ 00 00

(STATE Delaware

that on May 26, 1987, before me, the subscriber June 3rd, 1988, (Expiration Date), personally appeared DAVID S. DERIEMER

who, I am satisfied, is the person named in and who executed the within Instrument, and thereupon acknowledged that he signed, sealed and delivered the same as his act and deed, for the uses and purposes therein expressed, and that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within deed.

Norma L. Talley

Note: STATUTORY LAW = N.I.L. & UCC
(NEGOTIABLE INSTRUMENT LAW &
UNIFORM COMMERCIAL CODE)

①-3

#2. THE UPDATE PARTS TO THE COMMON LAW LIEN (DEED) ARE THE UCC 1-103:6 WORDING AT THE BOTTOM OF THE ENCLOSED PAGE (FROM ANDERSON ON UCC) PLUS "STATUTORY LAW ONLY COVERS MORTGAGES & MECHANICS LIENS AND FOR THAT REASON WE MUST REVERT BACK TO THE COMMON LAW TO SECURE ONE'S INTEREST IN HIS OWN PROPERTY".

THE UPDATE PARTS TO THE COMMON LAW LIEN (DEED) ARE THE UCC 1-103:6 WORDING AT THE BOTTOM OF THE ENCLOSED PAGE (FROM ANDERSON ON UCC) PLUS "STATUTORY LAW ONLY COVERS MORTGAGES & MECHANICS LIENS AND FOR THAT REASON WE MUST REVERT BACK TO THE COMMON LAW TO SECURE ONE'S INTEREST IN HIS OWN PROPERTY".

UCC 1-103:6.

The code is complimentary to the Common Law which remains in force except where displaced by the code. A statute should be construed in harmony with the Common Law unless there is a clear legislative intent to abrogate the Common Law. The code cannot be read to preclude a Common Law action.

NOTE THAT: STATUTORY LAW IS ALSO KNOWN AS "MERCHANT LAW" OR

Certified Mail # _____

IN THE
DISTRICT COURT OF CLAIMS IN THE UNITED STATES
OF THE
JUDICIAL DISTRICT FOR THE
UNITED STATES OF AMERICA

Randy Reed III "At Law"
Plaintiff

vs.

The De Facto Courts in the Middle District of Pennsylvania, 234 U.S. Courthouse in Texas, Lumberton Municipal Court, Hardin County Court and Dan Smith, Sylvia H. Rambo, Deborah A Robinson, James J. West, Gordon A.D. Zubrod, Michael C. Hartman, John Vicinaky, Roy Miller, Tom Krentheim, Patricia Giroux, Arlan Spector, Jeffery Alan Coryell, Ann Richards, Dan Morales, Will Pryor, Mary F. Keller, Everette D. Jobe, Roy Coker, W.W. Cummings, Reynolds, Scarborough, Jennings, Odom, Goodman, Bevil Wright, Steve Smith, Woodard Hall & Primm, Carl Griffith, Steve (?), Johnny Hozaphel as Individuals and many unknown other Individuals. Respondent/Foreign Agents of the Lumberton Police Dept, Individually being Chief *(their name) and others as Individuals/Sheriff and Deputies, Judges, U.S. Marshals ALL the Corrupt Public Defenders involved being D.A. Bailiff, female Marshal, and unknown others acting in Direct Collusion and co-conspiracy, Fraud, committing TREASON/ Sedition and Acts of Genocide.

DENIAL OF WAIVER AND CONSENT OF JURISDICTION TO ANY LEGISLATIVE OR FOREIGN TRIBUNAL AND DEMAND FOR PROMULGATION OF AUTHORITY. "SEEKING TO BE MADE WHOLE", DEMAND FOR AN ARTICLE III COURT AS IS MY RIGHT.

FILING A COMMON LAW LIEN ON THE BOND(S) OF THE OFFICIALS, JUDGES, AGENTS, SHERIFF(S), POLICE OFFICIALS, MARSHAL(S), U.S. POSTAL OFFICIALS, ATTORNEYS (WITH THEIR TITLES OF NOBILITY) AND PROSECUTORS FOR:

ABUSE OF OFFICE, COLOR OF LAW VIOLATION OF USC TITLE 18 SECTION 241 AND 242, MALICIOUS PROSECUTION, FALSE IMPRISONMENT, FALSE ARREST, HARASSMENT, ABSENCE OF ANY "CRIMINAL" JURISDICTION IN REM OR PERSONAM, HAVING COMMITTED THEFT, SEDITION, TREASON, VIOLATING THE RICO STATUES RES JUDICATA, UNDER FICTION AND FRAUD, DENIAL OF PROPER STANDING-"DUE PROCESS"- SUPPRESSION OF FACTS, DENIAL OF CIVIL RIGHTS, CRUEL AND UNUSUAL PUNISHMENT, "LACK OF GOOD FAITH" DOCTRINE, COMING WITH "UNCLEAN HANDS", AND FAILURE TO DISCLOSE AS "DOMESTIC ENEMIES" COMMITTING ACTS OF GENOCIDE BY INJURY AND DIRECT HARM KNOWINGLY UPON A MEMBER OF THE POSTERITY OF WE THE PEOPLE AND CLEARLY GOING AGAINST THE CONSTITUTIONS, NUREMBERG TRIALS AND

COMES NOW, Plaintiff Randy Reed III Sui Juris, being a free white Natural born Preamble Citizen of the Republic of the Union of States of the United States of America, and of the Texas Republic, proper Venue is a matter of record in the Tyler County Courthouse # 92-1510 volume 524 page 420. I am under Common Law and a Sovereign Citizen. Appearing herein Specially and not generally, and do hereby claim and exercise ALL Rights, Privileges, Immunities and/or Liberties, enumerated and not enumerated, and serves and gives notice of DENIAL of Waiver and Consent, in conjunction with statement as follows:

DENIAL OF WAIVER AND CONSENT
TO LEGISLATIVE OR FOREIGN TRIBUNALS

1.) This DENIAL of Waiver and Consent is entered pursuant to 16 AM. Jur. 2nd, Sec. 82.

2.) Tribunals under Title 13 of the Revised Statutes and/or United States Code are Legislative Tribunals of the De Facto F.E.M.A. Emergency, Democratic, State of Texas and Pennsylvania and Oklahoma, as Corporator and/or under direction and control International, of the "Democratic States of the United States of America", and are operating under pretenses and colors of law and/or Federal Rules of Court Procedure in violation of the Separation of Powers Doctrine, including but not limited to Articles of the ordained Doctrine, including but not limited to Articles of the ordained Constitution of the Sovereign State of Texas, am under pretext and colors thereof are expatriating and alienating, extraditing and commencing actions against De Jure Preamble Citizens of the several States of the Union of States of the United States of America, and of the State of Texas and Pennsylvania, whom they have no Jurisdiction and lack personal Jurisdiction, pursuant to the courts ruling in higher courts decisions. Bar Ass. vs. Public Utilities Comm, 154, 273, 391 P. 2d. 4876; U.S. vs. Raster, 119 U.S. 407, 7 S. Ct., L. Ed. 425, Hagens v. Lavine, Standard v. Olsen.

3.) These said administrative Tribunals have been and are now operating under Foreign Doctrines of Expatriation and Alienation of Jus soli, Jus sanguinis, De jure Citizenship, and impair and reduce said De Jure Citizens and their posterity to "Persons" as defined in Monall vs. Dept. of Social Services, 56 L. Ed. 2d. 895, by the one Supreme Court of and for the United States of America, as an Alien or Foreigner, and/or a "subject of" -defined in Weedin vs. Chin Bow, 247 U.S. 657, under Monarchical rule, constituting Feudal tenure U.S. vs. Wong Kim Ark, 169 U.S. 849 (1898), and which do not apply nor are they to be fraudulently attached to Preamble Common Law "De Jure", Sui Juris Citizens.

b.) And where as also these Foreign Legislative Statutory Tribunals have and are now attempting to regulate, abrogate and expropriate Rights, Privileges, Immunities and Liberties of Citizens under false pretenses and colors of Office, Foreign Law, License, Title of Nobility and Corporate Character, by bringing and

commencing actions against Preamble Citizens over whom they have no jurisdiction, in violation of Article IV Section 2 of the ordained and established Constitution of the Union of States of the United States of America (1787), 18 Am. Jur. 2d. Sec. 82; Miranda vs. Arizona, 384 U.S. 436, 491 (1966); Hertzado vs. California, 110 U.S. 516.

4.) (a) These same said Respondent Foreign Tribunals solicit, collect, dispense, disburse contributions, loans, money and other things of value for and/or in interest of their Foreign Principal, and further, are directed, controlled, financed and subsidized by the same said Foreign Principal i.e. Foreign Power, and/or its Organization, Corporations, and/or Associations and are "Agents of a Foreign Principal" within the meaning and intent of 22 U.S.C.A. 611, and further, all codes, contributions, fines, impositions, exactions etc., are evaluated, levied, adjudged, ordered and imposed in Foreign forms of coin and "Bills of Credit", pursuant to C.R.S. 5-1-106., C.R.S. 39-22-103.5, including illegal and unlawful Foreign forms of debased and adulterated Coin U.S. vs. Marigold, 50 U.S. 580, 13 L. Ed. 257, Coinage Act of 1965, and Dishonored, Fraudulent "Bills of Credit", Public Law 90-269, 82 Stat. 50, Ward vs. Smith, 74 U.S. (7 Wall) 207, Westfall vs. Braley, 10 Ohio 188, 75 Am. Dec. 509, under the direction and control of the International Bank for Reconstruction and Development, pursuant to Public Law 94-546, 90 Stat. 2660, 22 U.S.C.A. 286 et seq., and emit, utter, demand and fraudulently pass as current the same individually and/or through their Foreign Corporate Agents under 22 U.S.C.A. 286d in direct and intentional contravention to the ordained Constitution of and for the Union of the States of the United States of America (1787), Article 1, Section 8, Clauses 5 and 6, Article 1, Section 10, Clause 1 and the laws made in Pursuance thereof; including but not limited to 18 U.S.C.A. 331 and 332, 18 U.S.C.A. 2385, C.R.S. 18-1-203, and do said illegal, unlawful and fraudulent acts under threat of force, injury to person and property, and overt denial of access to the lawful, Constitutional Courts of Justice to obtain redress of grievance.

(b) And where as also the de facto Officers, Employers, Servants, Slaves, Representatives and/or Foreign Agents of said de facto Foreign Tribunals are directed, controlled, financed and/or subsidized by said Foreign Principal and/or its Foreign Principal and/or Associations and being Agents of a Foreign Principal within the meaning and intent of 22 U.S.C.A. 611 and 612, and having foreign allegiances, have a continuing conflict of interest and law, and willfully act in direct contravention of and for the Union of the several States of the United States of America (1787) Article IV and Article I, Section 9, Clause 8 and Article I Section 10, Clause 1, and have and are now acting under FALSE pretenses, impersonations and colors to usurp Powers and Authorities not delegated to the De Jure Departments and offices of the Sovereign Republic of the United States of America by the ordained and established Constitution(s), and have fraudulently and falsely assumed jurisdiction and filed false and fraudulent documents and claims against De Jure, Jus soli, Jus sanguinis Citizens, within

the said Sovereign State, and within the Sovereign De Jure United States of America. Respondents operate in Foreign Tribunals, operating under Foreign Laws, and in Foreign Districts and Jurisdictions, for and/or in interest of THEIR Foreign Principal,

(c) And where as also, said Foreign Agents have sworn the Oath to the Creator of the Heavens and the Earth and to "We the People", to be and act as Public Servants I pray for God's judgement upon their poor miserable souls---James 5:16, Romans 1:18-30, the danger of taking oaths is seen in Zechariah 5:3, and to quote Eustace Mullins "The Curse of Canaan"---"They use the Constitution of the United States as toilet tissue while they crush the people of Shem under the heels of their Judicial Masonic Order of Canaanite tyranny". They have committed murder upon our children and they cover it up thus being as guilty as those committing this Genocide. By definition under Webster's Third International Dictionary, page 847: GENOCIDE---1. "The use of DELIBERATE SYSTEMATIC MEASURES (as killing, bodily or mental injury, unlivable conditions) calculated to bring about the extermination of a racial, political or cultural group, (2) or destroy the language, religion or culture of a group. The Genocide Laws set forth in the United Nations clearly lay forth protection for those of us following the Laws of Moses set forth in the Bible and for members of the 12 Hebrew Tribes. We, the ones protecting our racial, religious, political and cultural group demand swift action against those who commit GENOCIDE against me and my household and Our Nation as it was founded. "We the People" have resigned the Declaration of Independence as did Our founding Fathers. God's law is Liberty. These evil doers commit GENOCIDE against us and Our Nation and come as clear "Domestic Enemies". They try to impose the Mark of the Beast upon us and ostracize us, and violate us out of existence. The Judges have sworn a Secret "Democratic Oath" against "We the People". I ask all for their Oaths of office. In the U.S. Court of Claims, Docket No. 41-76, on February 11, 1976, by 44 Federal Judges, Atkins et al. vs. U.S.... Atkins et al. complained that "As a result of inflation, the compensation of federal Judges has been substantially diminished each year since 1969, causing direct and continuing monetary harm to plaintiffs...the real value of the dollar decreased by approximately 34.5 percent from March 15, 1969 to October 1, 1975...As a result, plaintiffs have suffered an unconstitutional deprivation of earnings", and in prayer for relief claimed "damages for the constitutional violations enumerated above, measured as the diminution of his earnings for the entire period since March 9, 1969." It is quite apparent that the persons holding and enjoying Offices of Public Trust, Honor and/or Profit know of the emergency emergent problem and sought protection for themselves, to the damage and injury of the People and Children, who were classified as "a club that has many other members" who "have no remedy." And knowing that "heinous acts had been committed, stated that they (Judges/lawyers) would not apply the Law, nor would any substantive remedy be applied ("checked more or less stopped) "until all of us (judges) are dead"... Such,

Union, and breached the Duty to protect the People/Citizens and their posterity from fraud, imposition, avarice and stealthy encroachment. (See: Atkins et al. vs. U.S., 558 F.2d 1028, page 1072, 1074, and under "Trading with the Enemy Act" (Sixty-fifth Congress, Session I Chs. 105, 106, October 6, 1917), and as codified at 12 U.S.C.A. 95a, the several States of the Union have pledged the faith and credit thereof to the aid of the National Government, and formed numerous socialist committees. They have completely debauched the de jure monetary system, destroyed the livelihood and lives of thousands, aided and abetted our enemies, declared War upon us and our Posterity, destroyed untold families and made War upon us and and made homeless children, afflicted widows and orphans, turned Sodomites loose amongst our young, implemented foreign laws, rules, regulations and procedures within our country, incited insurrection, rebellion, Sedition and anarchy within the de jure society, taken false oaths, entered into Seditious Foreign Constitutions, Agreements, Pactions, Confederations, and Alliances, and under the pretense of "emergency" which they themselves created, promoted and furthered, formed a multitude of offices and retained those of alien allegiance to perpetuate their frauds and to eat out the substance of the good and productive people of our land, and have arbitrarily dismissed and held mock trials who have trespassed upon our lives, Liberties, Properties and Families and endangered our Peace, Safety, Welfare and Dignity. The damage is, injury and costs have been higher than mere money can repay. They are traitors and clearly "Domestic Enemies". The Judges have acted under Martial Law as evidenced by the Golden Fringed flag displayed. Under HJR 192, the Nuremberg Trials, Articles of War, Young v. U.S., and the Genocide Laws of the United Nations to protect those who follow the Laws of Moses and suffer for their convictions at the hands of traitors, these Foreign Agents are not registered and have committed TREASON against the Country of which many are sworn to protect from both Foreign and "Domestic Enemies". The violators are clearly acting as "Domestic Enemies". They have ignored the Official Cease and Desist orders, Habeas Corpus's and Actual and Constructive Notices of Law, All Sworn affidavits, notices of proper venue etc., all documentation to remove their assault upon the free citizenry fail to change their ways. The Postal Officials have aided in trying to dupe and steal the peoples birthright through the two letter abbreviation and zip zone use by saying that the people are enjoying a "benefit, privilege or opportunity" therefore contracting away their rights under an adhesion contracts which supercedes their Constitutional rights. That and the Social Security numbers have put people into their evil system where they become victims. Their scheme is now known across America. I am not in "their" system, see Revelations 18:4. As "Domestic Enemies" they should have their illegally confiscated or benefitted gain or plunder returned "in behalf of and to the free citizenry". Their crimes are heinous and known by "Duly" informed and protected citizenry. When a Nation is established on principles, the responsibility of maintaining those principles are inherently also established. And they will be. The corrupt officials, judges, et

10,000 per day in Federal Reserve Notes or an equal amount in gold or silver specie for (# 120 of days) and continuing prosecutorial assaults upon me for the last two years- One Billion per year, coming to a minimum of Two Billion Federal Reserve Notes, and the interest upon this sum in Federal Reserve Notes or the equivalent amount in gold or silver specie.

USC Title 18 Section 241-242.

Official oppression, Abuse of Office: is made when a servant acting under color of his office or employment commits an offense if he/she:

(1) intentionally subjects another to mistreatment or to arrest, detention, search, seizure, dispossession, assessment, or lien that he/she knows is unlawful; or

(2) intentionally denies or impedes or impedes another in the exercise or enjoyment of any right, privilege, power or immunity, knowing his conduct is unlawful. Those corrupt officials acting in concerted effort commit collusion, conspiracy...ignoring criminal complaints, violation of our National Constitution and not only do they ignore our laws and violating us as common law principles, "not only do they ignore Our laws but those of Our Heavenly Father and encourage others to do so also--II Timothy 3: 1-9, Psalms 109, (Wicked Judges will be judged), Psalms 58 and Psalm 50. Deuteronomy 13, and Deuteronomy 25:13-15. Also the Bible informs us that he who does not raise his voice against evil and the evil doer must suffer his fate. Ezekiel 3: 17-19, Proverbs 28, verse 2: 3, and 4 "Those who forsake the law praise the wicked, but those who keep the law resist them". A Common Law Lien shall be entered upon the property of many evil doers. Such Common Law Court forbids the presence of any judge or Lawyer from participating or presiding, or the practice of any equity law. The ruling of the United States Supreme Court in Rich v. Braxton, 158 U.S. 375 specifically forbids Judges from invoking equity jurisdiction to remove Common Law Liens or similar "Clouds on Title"... Any official who attempts to modify or remove this Common Law Lien is fully liable for damages. U.S. Supreme Ct.; Butz v. Economu, US 98 S. Ct. v. Lee 108 US 196; Bivens v. 6 unknown Agents, 400 US 882; Halperin v. Nixon (1979) US (This lien is not dischargeable for 100 years and cannot be extinguished due to death whether accidentally purposely, or by my heirs, assigns or executors.) Common Law Liens on Bonds are to secure judgement and must be satisfied.

COMMON LAW LIEN ON BONDS

On ALL State and Federal Foreign Bankrupt Corporate United States Government (Volume 20 of Corpus Juris Secundum at 1758) states: "The United States Government is a Foreign corporation with respect to a state." N.Y. re Merriam 36 N.E. 505; 141 N.Y. 479; affirmed 16 S. Ct. 1073; 41 L. Ed. 287). Lands, Banking Institutions, Properties, Rights, papers, vehicles, electronic devices, hereditament, appurtenances, liberties, privileges, and the reversion and reversions, remainder and remainders, rents issues and profits thereof, any and every part and parcel thereof and all singular with appurtenance. And all properties, buildings

and lands in America., holdings, homes, profits, and ill gain and instruments including their Bonds which have been posted and held by those acting as Foreign Agents, "Police State" Police, or Foreign Tribunal Judges (Executive Administrative Tribunals) with clerks/Magistrates deceptively called Lawyer/judges, Politicians, Corrupt Officials and those selling us out to the New World Order clearly as "Domestic Enemies". Congress has pledged ALL THE PROPERTY in the United States to the Federal Reserve Corp. (See monetary Decentral-Act of 1980 and HJR 192). The Federal Judges are paid by the International Monetary Fund controlled by the United Nations Commissioner. This Common Law Lien serves notice to All Foreign Interest and International Moneylords that they cannot take our lands, property or receivership thereof, this filing is made in the Spirit of the law to protect the illegal-going "Conspiracy in action efforts to impose Martial Law thus collapse America, ruse and place their new constitution of Interdependence which they shall try to overpower the free Citizenry with clearly, setting themselves up as double agents/selling out as "Domestic Enemies committing Sedition and TREASON. For this reason and clear Civil Rights Violations, Damages, losses, Official oppression, abuse of office, usurpation of Power, impersonating Judicial Powers and Fraud which has no statute of limitations and including the Negotiable Instruments Law, and fraud vitiates the most solemn of contracts, I, Randy Reed III, and on "behalf of" the free people, farmers and posterity file this Common Law Lien on the bonds on these corrupt Officials and encourage others to do so.

LEGAL CONSTRUCT

Common Law Liens "At Law" supersedes any other liens, Drummond Carriage Co. v. Mills, (1898) 74 N.W. 966; Hewitt v. William, 47 La. Ann 742. 17 So. 289; Carr v. Deil. 19 S.E. 235; McMahon v. Lundin, 58 N.W. .827 and may be satisfied only when a Court of Common Law is called to convene pursuant to order of the elected Sheriff under Amendment 7 of the Bill of Rights. Due to the direct Civil Rights violations made upon Randy Reed III and others and the free people who---unknowingly through deception and fraud may have surrendered their rights through governments "lack of Good Faith", "unclean hands" and "failure to notify" an ongoing conspiracy, and official oppression.

NOW THEREFORE; if said lien shall be well and truly paid according to its tenor to the lienor or rescinded by the lienor herein named, then this title shall be void, otherwise all rights, ownership, interest, use and full control of the herein described property will remain in Full Force and Effect Forever to the lienor herein named or his heirs and/or assigns. The failure, refusal, or neglect of the Respondent to demand the Sheriff to convene said Common Law Court within (90) days from the date of this filing this instrument will be deemed to be "prima facie" evidence of an admission of "waiver" to all their rights, bonds and property. Demand is made upon all public officials under penalty not to in any manner. This lien is made to

the National Constitution provides that "Congress shall make no law prohibiting the free exercise of religion"; And, because Civil and Criminal fines imposed on the people are a clear violation of Deuteronomy 25:14-16, United States Constitution, Article 1, Section 8 (coin and regulate money), and Article 1, Section 10 (No state shall make anything but gold or silver coin a tender in payment of debts.), it is my responsibility to my Sovereign Lord to speak out and assist anyone needing my help. As I am sure you must know, the Nuremberg Doctrine provides that it is every Sovereign Citizens moral responsibility to disobey inhumane orders or laws. They have committed documented crimes of practiced Genocide techniques upon those who follow the laws of Moses and of the member of the 12 tribes of the Bible going directly against even one of us is too damaging. By the authority vested in me by my Creator and Lord, I have a responsibility to expose the evil scheme and plot put upon us (Ezekiel 18:10-18). The Pastors and Preachers have a state license known as a 501-C3, and not a 508-E. Because State licensed Preachers and Pastors out of fear do not expose your enslavement and false debt, their silence causes us to reclaim America through filing a Common Law Lien and demand for a Common Law Court as provided by the 7th Article of the National Constitution. We the People declare we know your purpose and we pray for your poor miserable souls Psalms 109, II Timothy 3:1-9. In witness whereof, I have hereunto set my Common Law hand signs to the effect, Deuteronomy 19:15, so at the mouth of two witnesses, or at the mouth of three witnesses, so shall the matter be established.

5.) (a)

The said Foreign Tribunal, rules of Procedure are promulgated by the corporate Supreme Court of the State of Texas and Pennsylvania pursuant to C.R.S. 13-6-501 (9) and or by the Bankrupt Corporate United States Supreme Court, and pertain only to the Statutory "Person" as defined in Monell v. Dept. of Social Services, 56 L. Ed. 2d 895; and were not instituted nor to be used for the purposes abrogating, injuring, oppressing, intimidating, or threatening the De Jure Citizen in the free exercise of any of his Constitutionally secured Rights, Privileges, Immunities of his Constitutionally secured Rights, Privileges, Immunities, and/or Liberties, pursuant to Crowley v. Hardman Bros., and further do not apply to the prejudice, damage or injury of a Common Law "De Jure" Sui Juris Citizen with God-created and-given unalienable Birth Rights as secured by "The Declaration of Independence" and the declaratory and restrictive clauses and Mandates of the "Bill of Rights" of the ordained and established Constitution of and for the Union of several States of the United States of America (1787), Amendments I-X (1791); and under the within Article IV, Section 2 &3; Article VI, Clauses 2 &3; and as further reiterated, incorporated and secured under the provisions and Mandates of the ordained and established Constitution of the Sovereign State of Article 11, Section

Unauthorized usurpation and abuse of Power pursuant to 1 Am. Jur. 2d. Sec. 82, and Pursuant to the Laws made in Pursuance of said ordained and established Constitutions.

"The State cannot diminish the Rights of the People." *Hortado vs. California*, 110 U.S. 516

"Where Rights secured by the Constitution are involved there can be no Rule making or Legislation which abrogate them". *Miranda v. Arizona*, 384 U.S. 436, at 491 (1966); Also see, *McCulloch vs. Maryland*, 4 Wheat 316, 405 (1819); *Marbury vs. Madison*, 2 Cranch 5 U.S. 137, 176 and 177; *Federalist Papers No. 78*.

"The Bill of Rights is self-executing; the Rights therein recognized or established do not depend upon legislative action in order to become operative". *Medina vs. People*, 154 Colo.4., 387 P. 2d. 733 (1963) cert., denied, 379 U.S. 848, 85 S. Ct. 88, 13 L. Ed. 2d 52 (1964).

(b) The procedures commended and had in the aforesaid de facto State Tribunal under C.R. Cr. P. Case No. they used against me falls under the Doctrine of expediency which has been ruled unconstitutional by both the Supreme Court of and for the State of Texas, and in the Supreme Court of and for the United States of America. *Gould vs. U.S.* 25 U.S. 298, 41 S. Ct. 265, 65 L. Ed. 617, and constitutes an overt denial of an impartial hearing upon probable cause, and further, was used to Fraudulently conceal the true character of the parties and the illicit acts of the de facto complaining party, constituting and obstruction of Justice, and an intentional furtherance and compounding of the deprivations and violations of the secured fundamental Right of the Plaintiff to be informed of the TRUE Nature and Cause of the accusation, to defend, and to "Due Process and Equal Protection of the Law" under the Law of the Land. *Twining vs. State of New Jersey*, 53 L. Ed. 97; *U.S. vs. Lattimore*, 215 F. 2d 847; *U.S. vs. Crulkshank*, 92 U.S. 588; "Any Venue or jurisdiction and personal jurisdiction obtained by them was under Fraud, force of arms, threat and duress. Any of these are unlawful. My liberty is restrained by fear and threat. Currently 104 Military Bases: those of Admiralty, Air Force, Army and Marines along with Hundreds of Thousands of Americas' very finest men across the Nation have been notified, written request to uphold their "Sworn Oaths to protect us from both Foreign and "Domestic Enemies" of which the corrupt officials clearly are. It was not and never my intention to waive venue under the 6th Amendment. Not only the letter of the law but also the Spirit of the law must also be known and judged. In order for a court to have jurisdiction they must have "subject matter". None is given.

(c) The determination of causes under said Court Rules is left to the Special privilege, immunity and franchise of an Association of licensed "Persons" i.e. "Attorneys", in violation of Article V. Section 255 of the Ordained Constitution of the State, and a usurpation of the political power and liberties reserved by "The People" pursuant to Article 11, Section 1 and 2 and who being alien Representative Agents of a Foreign Socialist Democracy Preamble, Code of Professional responsibility, and who in said character and capacity have been granted "Due Process" and "Equal Protection of

the Law" and NO OTHER, have lawfully usurped the sole and exclusive Right of "The People" of governing themselves, as a FREE, SOVEREIGN AND INDEPENDENT STATE, with overt intent and purpose to violate, abridge, abrogate, deprive, injure, and oppress Citizens in their secured Rights, Privileges and Liberties to Associate, to Equal Access to the Constitutional Courts of Judicial Powers, to obtain Distributive and Commutative Justice, to be secure in their Lives, Liberties and Properties and to subvert and violate the declared "Public Policy" of "We the People" as set forth in the Preamble to said ordained and established Constitutions. Federalist Papers No. 84.

(d) And where also, said Foreign Agent/Representatives have illicitly entered in Seditious Treaties, Alliances, Confederations, and Agreements with Foreign Powers, and accepted Emoluments and Titles of Nobility therefrom, and have no Extradition Clause upon which to claim Foreign Jurisdiction over the Plaintiff Randy Reed III, De Jure, Jus Soli, Jus sanguinis Citizens of said FREE, SOVEREIGN, and INDEPENDENT Texas Republic, nor to usurp, form and erect Foreign Tribunals therein in lieu of the LAWFUL, CONSTITUTIONAL COURTS of Justice said Sovereign state, nor through illicit prevarication and malversation, convert them into engines of oppression for and/or in interest of their Foreign Principal and/or its Organizations, Bankrupt Corporations, and/or gain of the Officers, Employees, Servants, Slaves, Representatives and/or Foreign Agents thereof.

Said Foreign Principal and its Officers, Agents, Employees, Servants, Slaves, Representatives and/or Agents, have wantonly and seditiously caused, instituted, taught, advised and defended FUNDAMENTAL changes in Our declared social, economic industrial and governmental forms and character, and brought their Foreign Districts, Laws and Jurisdiction inland and Personal Jurisdiction under colors of Admiralty and Vice-Admiralty, with intent to Tyrannically conceal, hinder, delay and obstruct the due administration of Justice under the Supreme Law of the Land, and under the direction and control of said Foreign Principal, commit, further and compound criminal acts with intent to change, expel, exile, abolish and overthrow the ordained and established Republican form of Government, expatriate, De Jure, Jus soli, Jus sanguinis Citizens and ouster, disseize and/or expropriate and alienate their secured Rights, Privileges, Immunities and Liberties under false pretenses and Oaths, and under colors of Powers and Authority NOT DELEGATED by the same said ordained Constitutions and in direct and intentional contravention and violation of the PROHIBITIONS declared and expressed therein, constituting acts of TREASON and SEDITION against the Peace and Dignity of the People of the Free, Sovereign and Independent State of Texas (by Treaty) and of the Union of State of the United States of America, a Republic.

The Plaintiff, Randy Reed III, is not committed or detained by virtue of any process issued by ANY Court of and for the United States of America, or by ANY lawful, Constitutional Court of and for the Sovereign State of Texas, nor by any Judge thereof, in any case where any such Court or Judge has had exclusive Jurisdiction

under the respective Constitutions or Laws made in Pursuance thereof, or any case where any such Court or Judge has had or acquired exclusive jurisdiction by the commencement of any suit in any Lawful, Constitutional Court of the State of *(your state) nor is he committed or detained by virtue of the final judgement or decree of any competent Court of Civil or Criminal Jurisdiction, or by virtue of any execution issued upon such judgement or decree.

The cause of the unlawful restraint, to the best of the knowledge and belief of the Plaintiff, is under false pretenses, colors and pretext of the provisions of the Treaty between the de facto UNITED STATES, as a Bankrupt Corporator, the de facto State of Texas, and Pennsylvania As Corporator, the State of Texas and Pennsylvania as a Corporator, and the Communist controlled United Nations and/or its organizations, Bankrupt Corporations and/or Associations, and the Officers, Employees, Servants, Slaves, Representatives and/or Foreign Agents thereof.

Texas has be bold enough to put the hammer and sickel on the cover of the April 1991 State Bar Book covers. The De Jure Citizen herein, Randy Reed III, being domiciled in the Free, Sovereign, Independent Texas Republic has not signed ANY Waiver and consent to be extradited, expatriated nor to the removal or prosecution of the instant cause under ANY Foreign Laws, Jurisdiction, personal Jurisdiction or procedures.

That the restraint and detention in my life was illegal and unlawful for want of Jurisdiction in the Martial Law Courts in Georgia and violate my family, acting as Foreign Tribunals that took illegal jurisdiction over De Jure, Free Citizen *(your name).

WHEREFORE, the Plaintiff, Randy Reed III appearing Specially and NOT generally, in Exile, SOL JURIS, JUS SOLI, JUS SANGUINIS, denies Jurisdiction and personal jurisdiction to any and all Foreign Tribunals, and waives none of his rights, Privileges, Immunities and/or Liberties; at ANY TIME, including-but not limited to "Absolute Immunity", "Political Immunity", "Asylum", "Rule of Specialty" and "Diplomatic Immunity" under the Doctrine of Expatriation and Alienation, as a de jure Citizen of the Free, Sovereign, and Independent "We the People"; and,

That the Plaintiff hereby reiterates and exercises ALL of his Rights, Privileges, Immunities and Liberties pursuant to the law of the Land as both Testamentary and Heir "At Law" within the Sovereign Republic of Texas, and claims Political Immunity, Absolute Immunity, Asylum, and Rules of Specialty under the Doctrine of Expatriation and Alienation, and hereby incorporates Articles of TREASON, pursuant to Article III, Section 3 of the ordained and established Constitution of and for the Union of States of the United States of America (1787), and under Article II, Section 9, of the ordained and established Constitution of the State of Texas, and Directs documented assaults of Genocidal acts upon Randy Reed III and my family for which they will not be released. Plaintiff commands this Judicial Court to force all respondents to follow the procedure set forth within the Clean Hands Doctrine, where respondents Arends, Bienvenue Said Agents and Officers, Judge, Sheriff, Governor, Senator and/or Marshals, all must confess to their criminal acts of judgement as the Complaint stated, before they can enter this Judicial Court and seek relief

from the law that they violated. No public servant can be immune from prosecution and judgement after they violate "We the People"'s Constitutions and falsify their oath of office.

WHEREFORE, it is hereby COMMANDED AND ORDERED that the above Respondent Court/Tribunal produce ALL documents, Constitutions, Charters, Treaties, Arguments, Conventions, Pactions, confederations and/or Alliances from and/or under which it usurps its delegation and promulgation of Power and Authority to enter, set or act in any manner whatever in This or Any Other Case or Controversy, within said Free, Sovereign, Independent State, and:

Where as also it is hereby COMMANDED AND ORDERED that the above named Respondent Court/Tribunals which acted against me illegally, to produce ALL documents of International origin, including but not limited to ALL contracts, Agreements, and/or Pactions with Foreign Organizations such as the Bankrupt Corporations, and/or Associations Courts, whether Artificial or fictitious Entities, or Governments in their Entirety, with ALL business and/or seat of government and their Titles, Masonic Titles, in their entirety.

It is further COMMANDED AND ORDERED that the above named Respondent Court/Tribunal, or the Judge/Magistrate/Commissioner thereof, produce ANY AND ALL Oaths of Office, any secret conventions, pactions with any entity, foreign or domestic, by which usurpation of Power and Authority are derived, by which the suspension of the Lawful De Jure Constitutional Courts and Offices tribunals act, whether they be formed or erected under color of law or pretense of City, County, District, State, National and/or Associations formed under direction and/or control thereof.

And be it further COMMANDED that the above named Respondent Tribunal produce ANY AND ALL Agreements, Contracts, Compacts, Conventions, Pactions, Subscriptions etc., for which any emolument, compensation, interest, financing, and/or any subsidization is received, for the support, maintenance and continuation of said Tribunal, and the form or substance of the same.

OR IN THE ALTERNATIVE

IT IS HEREBY COMMANDED that the above named Respondent De Facto Court/Tribunal CEASE TO EXIST AND FUNCTION until the Court is established as a Judicial Court of and for the United States of America under Article III of "We the People"'s Constitution of 1787, and where said Court shall guarantee full protection of Plaintiff's Birth Rights as set forth in We the Peoples Bill of Rights of 1791. Further, until the proper, express, particularly specified Constitutional jurisdiction and Courts be reinstated, reinstated and established, in pursuance of and under Mandates of the Union of States of the United States of America (1786), and pursuant to and under the ordained and established Constitution of and for the free, Sovereign, Independent, Republic of the California State, and the Declaration of Independence (1776), this court is not an Article III Court as paid for by tender of Silver Coin.

WHEREFORE, this Plaintiff, Randy Reed III, filed this action in Law and within the jurisdiction of "We the Peoples" Judicial Court for the purpose of correcting wrongs that have been done by

the Defendants and for the purpose of preventing Defendants from continuing to violate their rights to life, liberty and the pursuit of happiness with We the People of and for the State of Texas. Plaintiff denies any Court/Tribunal and its Officers, Employees, Servants, Slaves, Representatives and/or Foreign Agents thereof ANY WAIVER of jurisdiction and any authority to proceed in this action until reinstatement and reinstatement of said proper MANDATED jurisdiction and Court is ESTABLISHED and jurisdiction by Article III of "We the Peoples" Constitution, is the only jurisdiction permitted in law.

AND FURTHER, it is hereby DECLARED by the "We the People", Sui Juris, Randy Reed III, et al., Jus Solfi, Jus Sanguinis., that All Treaties, Conventions, Alliances, Confederations, Agreements, Charters, Contracts, Subscriptions, Claims, Judgements, Orders, Decrees, Titles, Liens and/or Pactions of and/or in the interest of and/or with the United Nations, its Organizations, Bankrupt Corporations and/or Associations by Secret Oaths, the documented "Plan of Naamah", and/or Associations are patently Un-Constitutional being Seditious within and against the ordained and established De Jure Republic of the Union of the States of the United States of America, the Constitution thereof and the laws made in Pursuance thereof, and Un-Constitutional and Seditious within and against the De Jure Free, Sovereign, Independent Republic of Texas State, the Constitution thereof, and is illegal, unlawful and against the Texas State and the United States of America, and against the Genocide Treaty of the United Nations and IS/ARE HEREBY DECLARED TO BE NULL AND VOID IN ITS/THEIR ENTIRETY, AND AGAINST THE DECLARED PUBLIC POLICY OF THE DE JURE SOVEREIGN NATION, STATE AND PEOPLE.


This action is filed in the We the Peoples Judicial Court of Claims in Law and filing fee tendered in Silver Coin in order to prevent the Defendants from claiming immunity in their Legislative Tribunal for the de facto Democratic State of the Socialist Democracy, where the Government employees hold offices as commissioned officers and claim immunity from being prosecuted and liable for TREASON when they operate as Double Agents, Defendants must follow the principals of the Clean Hands Doctrine and any employee claiming the authority of We the Peoples Article III Court, shall remove themselves from this action if they are prejudice against the Sovereign Power of We the People of and for the Constitution both State Republic, National Constitution of 1787 and the Bill of Rights (1791).

I, Randy Reed III, pray to amend other names/ violators.

Submitted this 5th day of March, 1993.

Randy Reed III, "At Law" Sui Juris

Randy Reed III

To the Military Judge Advocate General
Submitted across the Nation since Gen.  concerns the lifeblood of America.

Date: March 5, 1993

"Without Prejudice U.C.C. 1-207"
Non-Assumpst. Certified Return
Receipt #'s.

Dan Smith, Asst. U.S. Attorney--as an Individual
234 U.S. Courthouse 300 Willow Street
Beaumont, Texas 77701 P 139 499 300

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Harrisburg, Pennsylvania 17108 P 139 499 301

Guboran A. Robinson, U.S. District Judge--as an Individual
Address not currently known--to be found
c/o U.S. Magistrate Judges for Washington D.C./Pennsylvania
P 139 499 302

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Roy Miller, U.S. Postal Inspector Officer-- as an Individual
c/o U.S. Post Office in Washington D.C.
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Tom Krenthaim, U.S. Postal Inspector Officer--as an Individual
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Patricia Giroux, U.S. Postal Inspector Officer--as an Individual
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Senator Arlan Specter--as an Individual
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Lumberton, Texas 77658 P 139 499 318

W.W. Cummings, Prosecutor of Municipal Court--as an Individual
Highway 98 & Chance Road, P.O. Box 8545
Lumberton, Texas 77658 P 139 499 319

Police Chief Reynolds, of Lumberton--as an Individual
Highway 98 & Chance Road, Police Station
Lumberton, Texas 77658 P 139 499 320

Officer Scarborough, of Lumberton--as an Individual
Highway 98 & Chance Road, Police Station
Lumberton, Texas 77658 P 139 499 321

Officer Jennings, Of Lumberton--as an Individual
Highway 98 & Chance Road, Police Station
Lumberton, Texas 77658 P 139 499 322

Officer Odom, of Lumberton--as an Individual
Highway 98 & Chance Road, Police Station
Lumberton, Texas 77658 P 139 499 323

Judge Goodman, Of Hardin County--as an Individual
Hardin County Courthouse,
Kountze, Texas P 139 499 324

Basil Wright, District Attorney--as an Individual
Hardin County Courthouse
Kountze, Texas P 139 499 325

The Supervisory Deputy, U.S. Marshals Office--as an Individual
of the Beaumont District Courthouse
Beaumont, Texas 77707 P 139 499 326

The Female U.S. Marshal present (to be named)--as an Individual
of the Beaumont District Courthouse 234 U.S. Court
Beaumont, Texas 77707 P 139 499 327

The Bailiff (to be named) U.S. 234 District Court--as an Individual
of the Beaumont District Courthouse 234 U.S. Court
Beaumont, Texas 77707 P 139 499 328

Woodard Hall & Primm--Steve Smith--as an Individual
7000 Texas Commerce Tower
Houston, Texas 77002 P 139 499 329

Sheriff Carl Griffith of Jefferson County--as an Individual
Beaumont Sheriff's Department
Beaumont, Texas 77707 P 139 499 330

U.S. Marshal known as Steve (to be named)--as an Individual
Beaumont U.S. Marshals Office of 234 Court
Beaumont Texas 77707 P 139 499 331

Sheriff Johnny Hozaphel of Hardin County--as an Individual
Hardin County Sheriffs Department
Kountze, Texas P 139 499 332

And Unknown Others to be named later:

COPY

IN THE SUPERIOR COURT FOR THE STATE OF CONNECTICUT
JUDICIAL DISTRICT OF HARTFORD/NEW BRITAIN
AT HARTFORD

THE DIME SAVINGS BANK
OF NEW YORK, FSB,

Plaintiff,

vs.

THOMAS M. READ,

Defendant

No. 704155

APPLICATION FOR DISCHARGE
OF INVALID LIEN

RESPONDENT'S
MEMORANDUM IN
OPPOSITION TO DISCHARGE
OF A COMMON LAW LIEN

I. Basis of Read's Common Law Lien

The right to title in the name of me and my wife of the premises known as 161 Grove Street, Bristol, Connecticut, only became an issue after my family's financial collapse in early 1989, and that financial collapse was a direct consequence of many years of unlawful and fraudulent litigation that the State of Connecticut and its courts know was directed against us and which the State of Connecticut and its courts know involved professional misconduct by its own "officers of the court", here in Connecticut. The Superior Court, district of Danbury, at Danbury, presently maintains jurisdiction over these matters.

This Court must accept the determinations of the jury at a 1986 trial, Docket No. CV-83-0283376S, and this Court must affirmatively act to protect our to-date frustrated right to redress and other constitutionally protected rights as a duty superior to any allegation of a contrary "discretion" under any statute, because the judicial power of this Court is always subject to Article First, Sec. 1 (Equality of Rights), Article First, Sec. 10

1 (Right of redress for injuries), and Article First, Sec. 11 (Right of private property), of our
2 Connecticut Constitution.
3

4 In these matters, neither the legislative, nor the executive, nor the judicial branches
5 of the government of the State of Connecticut nor of the federal government may assert
6 their respective governmental authority to deprive us actually or constructively of our
7 property, or otherwise by any act deprive us of our other private rights under protection of
8 federal and state constitutions. See: Loan Association v. Topeka, 20 Wall. 655 (1974),
9 at 663, as follows:
10
11

12 "The theory of our governments, State and National, is opposed to the deposit of
13 unlimited power anywhere. The executive, the legislative, and the judicial branches of
14 these governments are all of limited and defined powers."

15 "There are limitations on such power which grow out of the essential nature of all free
16 governments. Implied reservations of individual rights, without which the social compact
17 could not exist, and which are respected by all governments entitled to the name."

18 In my case, the federal government and the State of Connecticut have both acted
19 in such manner as to affect multiple violations of our constitutionally protected rights,
20 over our multiple objections, and the federal government in particular has resorted to
21 utterly fraudulent statements of fact and unauthorized use of federal powers never
22 intended for the purpose exercised, in order to accomplish their intended untoward
23 objectives. Until 1991, the State of Connecticut had not of its own volition (as in the case
24 of the federal government) commenced an attack upon our family. However, the
25 circumstances surrounding the involuntary eviction of me and my family, and the
26 subsequent unlawful appropriation of our personal property by persons unknown to us,
27 but necessarily known to the evicting authorities, raises a real question of the manner in
28 which officers of this court attend to their business. It is these issues that form the basis of
29 my common law lien.
30
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2. How prior issues gain priority over post foreclosure rights of The Dime.

1 My wife and I involuntarily defaulted upon our contract with The Dime, and were
2 duly sued in this court in an action in foreclosure, in 1990. By our agreement, an order of
3 strict foreclosure was entered by this court on August 13, 1990. Due to a pending federal
4 action intended to immediately obtain interim relief sufficient to meet our obligations to
5 The Dime, my wife and I were granted 90 days by the court to cure the default by
6 payment from us to The Dime of the sum of \$354,000.00, or that we would lose our title
7 interest in the property.
8
9

10 I do not dispute the right of The Dime to take title of property voluntarily
11 presented as security by a borrower upon a note in agreement to repay a loan. I do not
12 challenge the lawful duty of the courts of the State of Connecticut to authorize the
13 Mortgagee to transfer title from a defaulted mortgagor to its mortgagee. A mortgagor
14 waives certain of its rights when it signs a contract with a mortgagee, and certainly it
15 waives any right to title upon a judicial determination of a default and a failure to cure the
16 default.
17
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20 Other private rights (including other property rights) are not waived by a
21 mortgagor upon making its note exclusive from mention of those other rights. If these
22 rights are timely asserted, then due process requires appropriate consideration and
23 allocation of both judicial and law enforcement resources to justly secure those timely
24 claimed rights.
25
26

27 The right to possession and control of the above named premises was not
28 voluntarily relinquished by me or my wife, and we affirmatively asserted our continued
29 right of possession and control of the Grove Street to The Dime, in late 1991, after an
30 order of ejectment had been entered and our attorney had refused to raise our underlying
31 problem involving frustration of redress events related to the Danbury judgment, as an
32 issue in the ejectment proceeding.
33
34

Our right claimed prior to our involuntary ejectment is that I and my family have
the right to possess and control the Grove Street property until such time as our here-to-

1 for frustrated right to redress is enforced by a competent court, and we are repaired for all
2 manner of damages done to us. The right we claim involves protections guaranteed to our
3 persons and property not subject to chattel, and arises under the equal protection
4 provisions of our Connecticut Constitution and are collaterally imposed upon the State of
5 Connecticut by the Fourteenth Amendment of the U.S. Constitution. In short, our right to
6 be repaired prior to any preventable deliberate or consequential damages to us is superior
7 to The Dime's right to liquidate its Grove Street property. Its own discretion concerning
8 the Grove Street property may not be held superior to our individual rights of self
9 preservation under any state statute, if such discretion involve further damages to us and if
10 repair to us would reasonably mean repair to The Dime. No statute enacted by our
11 legislature may be used as an excuse to abridge or extinguish any private rights protected
12 by our federal or state constitutions. See Loan Association v. Topeka, 20 Wall. 655
13 (1874), at 669, as follows:
14
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19 "Subject to the Federal Constitution the legislature of the State possesses the whole
20 legislative power of the people, except so far as the power is limited by the State
21 constitution.", citing: Bank v. Brown, 26 N.Y. 467.

22 "Our own decisions are to the same effect ... "the legislative power of a State extends to
23 everything within the sphere of such power, except as it is restricted by the federal
24 constitution or that of the State.", citing: People v. Draper, 15 U.S. __(?), at 532.

25 Accordingly, the legislature of the State of Connecticut, the governmental agency
26 giving birth through statutory law to all corporate lenders such as The Dime, may not
27 authorize a statutory person (such as The Dime) to take possession and control of
28 property belonging to another which is not a part of its perfected security, nor may a state
29 legislature authorize a statutory person to take possession and control of its security, when
30 to do so would violate any private rights of an individual person that are protected in
31 substance by any provision of the U.S. Constitution. The bar to such manner of legislation
32 arises under the equal protection and due process provisions of our own State
33 Constitution and the Fourteenth Amendment to the U.S. Constitution.
34

1 Moreover, the State judicial, its legislative, and its executive branches are charged
2 with the ongoing duty to protect the private individual from any manner of abuse of
3 private right violations from any quarter upon demand by a private citizen. I have made
4 my demand by filing my Common Law Lien.
5
6

7
8 3. Nature and priority of damages imposed upon my family.

9 The damages include those declared by the jury based upon the merits it
10 adjudicated (\$10,000.00, plus costs and interest), and additionally our damages resulting
11 from repeatedly complained of -- but never adjudicated -- allegations of acts of larceny,
12 extortion, fraud to the Connecticut court in Danbury (submission of a forged document by
13 the federal plaintiff in that action), and racketeering activity under both Connecticut and
14 federal law, and vexatious litigation under Conn.G.S. §52-568(a)(2) for a period of 5-1/2
15 years (March 1981-October 1986, a total of \$346,000.00 x 3 = \$1.038 million). The
16 1986 Danbury judgment named certain individuals involved, and that judgment in
17 conjunction with many post judgment events in Northern California and in federal court in
18 Connecticut, implicate several others as acting unlawfully and unconstitutionally under
19 color of federal law. We require the affirmative assistance of the State of Connecticut to
20 obtain repair to us for all manner of damages arising under the laws of the State of
21 Connecticut, and which are within the jurisdiction of the State of Connecticut.
22
23

24 The unadjudicated issues mentioned above are still timely and ripe for trial, and
25 certain limited damages in substantial amount are ripe for summary judgment, under either
26 state or federal law. It is this circumstance in conjunction with the general guarantee of
27 protections under the Connecticut State Constitution and the U.S. Constitution as stated
28 upon the face of my Common Law Lien, that warrant my personal act as a citizen of the
29 United States, and a long time resident of the State of Connecticut, under my retained
30 powers protected by the Ninth Amendment of the U.S. Constitution, to use extraordinary
31 means to protect my family, its reputation, and its property, from further damage and
32
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1 abuse, and to further secure a means of lawful repair to us for the past thirteen years of
2 willful and malicious fraud perpetrated by persons unlawfully and unconstitutionally acting
3 under color of federal law, outside this state, but who have voluntarily submitted to the
4 laws of the State of Connecticut and to the jurisdiction of the Superior Courts of the State
5 of Connecticut, in 1986.
6

7
8 After such repair is made, we further asserted the right to cure our default,
9 including reasonable costs and interest, and make The Dime whole and re acquire title to
10 the Grove Street property, and a further right to be protected in our persons and our
11 property (including the preservation of our own statutory right to reclaim our home)
12 during the interim.
13

14
15 This right arises under the common law, as there is no known written state or
16 federal statute to protect our private rights in our unique circumstances. The right is
17 generally covered under provisions of the First, Fourth, Fifth, Seventh and Tenth
18 Amendments of our U.S. Constitution, as they protect an individual person's right to
19 redress, unlawful seizure, due process, arbitrary official taking, civil jury trial, bar to
20 federal redetermination of jury found fact and common law remedy after a civil jury trial in
21 a competent court, and jurisdiction of federal, state and individual rights and powers.
22
23 Protections are nevertheless availed to persons, both as to affirmative bar and as to
24 ultimate remedy where no statute specifically provides protection of an otherwise
25 constitutionally protected right. See: Bivens v. Six Unknown Agents, 403 U.S. 388, at
26
27 407, wherein Justice in a separately concurring opinion states as follows:
28

29
30 "To be sure, 'it must be remembered that legislatures are ultimate guardians of the
31 liberties and welfare of the people in quite as great a degree as the courts.' Missouri,
32 Kansas & Texas R. Co. v. May, 194 U.S. 267, 170 (1904). But it must also be
33 recognized that the Bill of Rights is particularly intended to vindicate the interests of the
34 individual in the face of the popular will as expressed in legislative majorities..."

See also Loan Association v. Topeka, 20 Wall. 655 (1874), as follows:

"It must be conceded that there are such rights in every free government beyond the control of the State. A government which recognized no such rights, which held the

1 lives, the liberty, and the property of its citizens subject at all times to the absolute
2 disposition and unlimited control of even the most democratic depository of power, is
3 after all but a despotism." Id. at 662

4 Furthermore, the U.S. Constitutional protections in the Fourth Amendment against
5 unlawful seizure; the Seventh Amendment protections against U.S. Court redetermination
6 of facts found by a jury in a trial by a "competent court"; the Fifth Amendment protections
7 against violations of due process (both procedural and substantive); and the Tenth
8 Amendment allocation and separation of power to both the federal and state governments,
9 Amendment allocation and separation of power to both the federal and state governments,
10 conjunctively through implementation by the Fourteenth Amendment to the U.S.
11 Constitution, command this court to make a full and de novo review of the circumstances
12 leading to our default upon the mortgage to The Dime, prior to any presumption of extent
13 to which it may exercise any perceived judicial discretion under C.G.S. §49-51.

14 Article VI of the U.S. Constitution lays upon the judges of the State Courts the
15 duty of such manner of constitutional interpretations, and those interpretations are the
16 foundation upon which my lien is constructed, and is therein rooted. Specifically it states:
17
18
19

20 "This Constitution, and the laws of the United States which shall be made in pursuance
21 thereof; ... shall be the supreme law of the land; and the judges in every state shall be
22 bound thereby, anything in the constitution or laws of any state to the contrary
23 notwithstanding." (emphasis added)

24 The U.S. Supreme Court has made clear that states may not so construct their
25 statutes as to take private property (and other constitutionally protected rights) from one
26 person and actually or constructively give it to another (See: Loan Association v.
27 Topeka, 20 Wall. 655 (1874), generally at 662-63), nor by any act of an otherwise valid
28 state law enforcement, provide a benefit to one sector of the state society at the expense
29 and damage to private protected rights of an individual. See: Myles Salt Company, Ltd.,
30 v. Board of Commissioners, 239 U.S. 392 [478](1916);
31
32

33 "It is true the law of the state as written is not attacked, but the law as administered and
34 justified by the supreme court of the state is attacked, and it is asserted to be a violation
of the Constitution of the United States." Id. at 396 [484].

1 "It is to be remembered that a ... [power granted by legislative intent to improve public
2 benefit] ..., and when it is so formed to include property which is not and cannot be
3 benefited directly or indirectly, including it only that it may pay for the benefit to other
4 property, there is an abuse of power and an act of confiscation.: Id. at 396 [484].

5 "We are not dealing with motives alone, but as well with their resultant action; we are not
6 dealing with disputable grounds of discretion or disputable degrees of benefit, but with
7 an exercise of power determined by considerations not of the improvement of plaintiff's
8 property, but solely of the improvement of the property of others, -- power, therefore,
9 arbitrarily exerted, imposing a burden without a compensating advantage of any kind."
10 Id. at 396 [484].

11 The issue involving the State of Connecticut directly as to its duty to observe a
12 priority of rights in favor of my family arises not only from the questionable circumstances
13 involved in our eviction on August 5, 1992, but its prior holding of our property in
14 Ridgefield, CT, under circumstances within the fraudulent Danbury action against us that
15 it knew were highly questionable. The fact that the authority upon which an encumbrance
16 may be arbitrarily levied was declared unconstitutional by the U.S. Supreme Court in
17 Connecticut v. Doehr, 111 S.Ct. 2105 (1991), is of no benefit to my family as to the
18 immense damages we suffered during the pendency of a fraudulent attachment from
19 September of 1983 through November of 1986.

20 Our subsequent deprivation of redress in the courts through acts committed by
21 non-state entities, and federal protections extended to the federal actors found guilty of
22 willfully inducing us into a fraud by the 1986 Connecticut jury, are all issues very ripe for a
23 Connecticut Superior Court de novo review, generally under its authority pursuant to
24 Conn. G.S. §52-350d, as to the constitutional issues expressed above, and which all arose
25 after and as a direct result of the unlawful behavior adjudicated by that Connecticut jury.
26 A thorough review by this court shall disclose that we have undergone a devastating
27 ordeal that was never within our control to avert, and that the impact of the actions upon
28 our lives has not been even considered by those responsible for the fraud.
29

30 Before any further damage or potential damage is done to us by those asserting or
31 who have asserted control over our persons and our property, we are entitled to be both
32
33
34

1 protected and repaired under the common law. The Common Law Lien is our means of
2 asserting our right to our pre-existing property, and our means of protecting our right to
3 acquire our deserved benefits of good citizenship that we have had denied to us for the
4 past 13 years. It is not intended to harm any entity, and evidence to that objective is found
5 by observing that it attempts to sue no party, nor does it anticipate a need to sue any
6 party. Rather, it stands as our guardian to protect the rights of my family, and to provide
7 us sufficient cash to purchase outright a new home if we are not allowed to again take
8 possession and control of that which is rightfully ours, our complete repair.

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11
12 We regret any inconvenience to The Dime, but we did not entice, compel, or in
13 any manner deserve the treachery foisted upon us, and the imposition imposed upon The
14 Dime shall always be less than the damages done to each member of my family, and this
15 Court has the power to assist us to obtain that which is ours in order that we may repair
16 all of our creditors. Once this is done, all of the innocent victims of the Northern
17 California bankruptcy court appointees who have suffered with us in Connecticut, shall
18 have been repaired by us. The origin of repair is from those who created the damages in
19 the first instance, and from whom repair is lawfully obtained. That result is just, and that
20 result is justice.
21
22
23

24 25 4. Argument in specific opposition to the Applicant's Memorandum Of Law.

26
27 The Applicant's assertion at page 1 and in part III.A., that there is no legal
28 authority to support a common law lien, is false. Common law liens are legal in all 50
29 states of the union, and may be designed to protect any rights arising under the common
30 law for which there is no statutory protection provided by either the federal or state
31 governments. Our U.S. Constitution recognizes the common law, and the U.S. Supreme
32 Court has specifically forbidden judges from invoking equity jurisdiction to remove a
33 Common Law Lien, or similar "clouds of title". See generally, Rich v. Braxton, 158 U.S.
34 375, supra.

1 The Applicant's assertion at page 1 and in part III.B., that my Lien, may violate
2 Conn. G.S. §52-278a, is false. Such an accusation presupposes that I intend to sue The
3 Dime. To the contrary, I have diligently attempted to avoid any suit against The Dime in
4 observation that The Dime did not originate, nor did it participate in the events leading to
5 our financial collapse, nor did it willfully interfere with my efforts to obtain redress. In
6 short, The Dime is a third party victim of a federal racket, and it is damaged by those who
7 intended damage, and did damage me and my family. It is from them that I intend to
8 obtain remedy, not The Dime.
9

10
11
12 The Applicant's assertion at page 1 and part III.C., that my lien may violate
13 Connecticut's lis pendens statute, Conn. G.S. §52-325, is false. Again, the point of the
14 instrument was missed by The Dime. The private rights violated were pre-existing rights
15 under the common law, and protected private rights under the Constitutions of the State
16 of Connecticut and the United States. Those private rights do not arise under any
17 contract, nor do they arise under statutory law. A lis pendens is an unsuitable statutory
18 instrument to protect pre-existing private rights under the common law.
19

20
21 The Applicant's assertion at page 1 and part III.D. that my lien was not recorded in
22 conformity with the statutory requisites for any legitimate lien, assumes that the statement
23 of the past Attorney General for the State of Connecticut, now Senator Joseph Lieberman,
24 has a legal opinion that carries the force of law. He is a distinguished gentleman of high
25 character, but he is not a judge. Sen. Lieberman made his remarks as this State's attorney
26 for the people, and it presents an interesting argument. The fact remains that no
27 legislature, no constitution, and no court shall ever codify all law as to all circumstances as
28 may arise under the common law. An inopposite holding is flirtation with tyranny.
29

30
31
32 The Applicant's conclusion in part IV. is based upon presumption and false logic.

33 The Applicant's assertion at page 2 that I had failed to voluntarily vacate the Grove
34 Street premises, is misleading. I and my family have been unable to voluntarily vacate the
Grove Street premises due to extreme financial hardship imposed by the years of unlawful

1 litigation directed against us, as evidenced by our Danbury judgment. Our submission to
2 the process of justice in the Connecticut State courts has utterly destroyed our finances,
3 our ability to earn an income, our reputations, and our children's childhood. We did not
4 leave our Grove Street home because we could not leave our home. We had no place to
5 go, and no means by which to move ourselves there even if we did have a place to go.
6
7

8 The Applicant's admission at page 2 that it ejected us in order that it might
9 "recover its judgment debt", is quite misleading. Its "judgment debt" is an award of
10 approximately \$354,000.00, upon a delinquent mortgage of \$300,000.00. It placed the
11 5600 sq ft Grove Street property upon the market for an asking price of \$189,000.00
12 (replacement cost for the land and buildings would exceed \$1 million in even today's
13 depressed economy). It would appear that The Dime may have longer range plans to
14 "recover its judgment debt", remainder after sale, from the only judgment debtor -- me and
15 my wife. I have chosen to pay The Dime the entire amount of its "judgment debt" -- just
16 as soon as the wheels of justice turn for me and my family -- and regain the title to my
17 home that justice would never have required us to lose.
18
19
20

21 The Applicant claims at page 2 that it was "forced to defend numerous frivolous
22 motions filed by the Respondent" in various courts. I simply deny that any of my motions
23 were "frivolous". I shall be pleased to present proof to my denial to a jury if need be, but I
24 prefer not to grind my corn again if avoidable.
25
26

27 The Applicant asserts at page 2 that I "unlawfully" clouded title to the Premises,
28 decreased its value, and negatively affected its salability. The Applicant is mistaken.
29

30 The Applicant alleges at page 2 that it will be irreparably damaged by losing the
31 pending sale of the Premises, unless the lien is discharged by May 30, 1993. In fact, I and
32 my entire family have already been irreparably harmed by the past 13 years of legal
33 opportunism allowed to federal crooks by courts both federal and state on both coasts of
34 our continent. If I obtain repair for my family prior to May 30, 1993, The Dime shall be
completely restored by its target date. If not, then equal application of the law requires

1 The Dime to restrain its urges for cash -- in an amount equal to the restraint I have had to
2 put forth in my own quest for justice.
3

4 The Applicant cites on page 3, Paton v. Robinson, 81 Conn. 547, 554, 71 A. 730
5 (1909), that a lien can only be created by consent with the owner, "... or without his
6 consent by operation of some positive rule of law, *as by statute*." (emphasis added) The
7 applicant mistakenly concludes from this quotation that absent an owner's consent or a
8 "statute expressly authorizing a lien on land", that the single example of a form of "rule of
9 law" is preclusive to all other forms. The common law is another form of the "rule of
10 law", and it provides this means to protect that which is rightfully due to my family.
11

12 The constitutions, both State and federal, are also originations of "the rule of law",
13 and not only tolerate my lien, but the U.S. Constitution makes express provision for *any*
14 *manner of private action I might imagine* to create to protect my property interests that is
15 not barred by federal or state statute. That U.S. Constitutional provision is the Ninth
16 Amendment, and it acknowledges that all powers not delegated to the federal government
17 by the Constitution, nor asserted on their behalf by the States, remain vested in the people.
18

19 On page 4 the Applicant seems to equate a lien with a debt. The two are mutually
20 independent. My common law lien protects my family's right to exist, to have shelter for
21 our needs, and to obtain redress for a litany of abuses against us. The Dime has a duty to
22 us, but it has not yet acquired a debt. The Dime must wait.
23

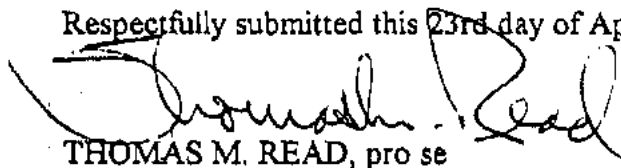
24 On page 5, the Applicant cites authorities from sister states to his point that a lien
25 requires a specific statute. In argument, I submit that equally abundant authority exists in
26 sister states in opposition to the Applicant's position. See generally, Williams v. Nelson,
27 45 U 255; Kuhn v. McAllister, 1 U 273, affirmed, 96 U 587, 24 L.Ed 615; Koffler,
28 COMMON LAW PLEADINGS, Ch. 1, West 1969; and the previously mentioned
29 decision from the U.S. Supreme Court, Rich v. Braxton, 158 U.S. 375. For the reason
30 that private rights are not created by statute, and that the private rights of my family have
31 not been protected by statute, our remedy "at law" is necessarily extra-statutory.
32
33
34

1
2
3 5. Conclusion

4 At a hearing on April 19, 1993, this court expressed its concerns that I observe
5 that the underlying purpose of the law is "fairness". I have always regarded it so.
6 Unfortunately the law has not been very fair to my family since beginning upon the date
7 we moved into this fine State from our prior home in Texas. That day was May 1, 1980,
8 and that date marked a thirteen year odyssey through nine different courts, in four
9 different states, upon two sides of our continent, taking all my family's wealth, completely
10 destroying my faith in our federal government, and further involving a merciless attack
11 upon my character and utterly unwarranted federal sanctions, all of which were done to
12 protect a group of federal criminals using their positions in the federal bankruptcy system
13 in Northern California as a power base to embezzle, steal, and extort moneys for their own
14 personal and private, unjust enrichment. I want fairness too. I earnestly believe that
15 fairness and justice demands this court to review the history of my case in terms of the
16 constitutional issues I have merely mentioned herein, and use all its power as a "superior
17 court of general jurisdiction" to assist us to obtain our just redress, pursuant to its
18 jurisdiction under Conn. G.S. 52-350d.
19
20
21
22
23

24 To that end, I shall be pleased to submit many documents that detail in precise
25 terms the manner and means of federal treachery averred to in this Memorandum.
26 Meanwhile, I am enclosing some papers relating to the judgment debtor from the Danbury
27 action, and also describing his friends. The problem is a continuum, and unless and until
28 the courts (federal and state) truly mean fairness when they say "fairness", honest, decent,
29 hardworking American citizens are made grist for their racketeering mills.
30
31

32 Respectfully submitted this 23rd day of April, 1993,

33 
34 THOMAS M. READ, pro se

P.O. Box 1794, Bristol, CT 06011 (203) 582-5361

[END OF THIS DOCUMENT]

IN THE DISTRICT COURT WITHIN AND FOR THE OKLAHOMA COUNTY
STATE OF OKLAHOMA

PETER MICHAEL KING,

Demandant,

v.

UNION BANK AND TRUST
Company, an Oklahoma
banking association,

Respondents.

FILED
DISTRICT COURT
OKLAHOMA COUNTY, OK

1992 JUN 10 P 4: 37

Case No. CJ-92-8121 14

COMMON LAW LIEN

NOTICE AND DEMAND

NOTICE is hereby given that this Common Law Lien Claim is being filed in good faith as a legal At-Law Claim (as distinguished from an equitable or statutory claim) upon and collectable out of real property commonly known as FINLEY'S PARKSIDE ADDITION, with the following description:

Lot Four (4), Block Two (2), FINLEY'S PARKSIDE ADDITION, an addition to Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof.

PERSONAL PROPERTY: This claim shall operate in the nature of a "security" for the repair and improvement of the herein described property. This claim is made pursuant to the decisions of the United States Supreme Court (See Memorandum of Law).

This Common Law Lien is dischargeable only by Demandant, or by Common Law Jury in a Court of Common Law and according to the rule of Common Law. It is not otherwise dischargeable for 100, years, and cannot be extinguished due to the death of Defendant, or by Demand's heirs, assigns, or executors.

This Common Law Lien is for repair and improvement made by said Peter Michael King between January 1, 1986 and August 1,

1992 in the amount of \$48,600 lawful money of the United States, a DOLLAR being described in the 1792 U.S. Coinage Act as 371.25 grains of fine silver.

The failure, refusal, or neglect of Respondent to demand, by all prudent means, the Sheriff of this County to convene a Common Law Jury to hear this action within ninety (90) days from the date of filing of this Instrument will be deemed as prima facie evidence of an admission of "waiver" to all rights on the property described herein. (Neglect to give reasons on the record for a refusal to call said court has been held a "waiver"; see law express and implied in 1 Campd. 410 n., 7 Ind. 21).

This Common Law Lien supercedes Mortgage Liens, Lis Pendens Liens and Liens of any other kind.

This is a suit or ^{I.} action at Common Law, and the value in controversy exceeds twenty dollars. The controversy is not confined to the question of Title to Property, but to Demandant's Common Law Claim for the repair and improvement to the herein described property, wherein the Demandant demands that the said controversy be determined by a Common Law Jury in a Court of Common Law and according to the Rules of Common Law.

MEMORANDUM OF LAW

This Claim through Common Law Lien is an action at **SUBSTANTIVE** Common Law, not in Equity, and is for the repair and improvement of the herein described property as of November

Substantive Common Law is distinguished from mere "common law procedure". Lawyers and judges are misinformed to think, plead, rule or order that the substantive common law rights and immunities have been abolished in Oklahoma or any other state. Only "common law procedure" created by the chancellor/chancery has been abolished. This is to say, the "forms" of common law and equity were abolished (*Kimball v. McIntyre*, 3 U 77, 1 P 167), or that the distinctions between the forms of common law and equity were abolished by Rule 2 of Civil Procedure (*Donis v. Utah R.R.*, 3 U 218, 223, P 521.)

However, the abolition of mere form does not affect nor diminish our Substantive (common law and Constitution) Rights and Immunities (UCA 78-2-4, S. 2), for substantive law (e.g. our INALIENABLE Rights and Immunities) have not changed with this state's adoption of Rule 2, combining the court's form, remedial, ancillary adjective procedures (see *Bonding v. Nonatny*, 200 Iowa, 227, 202 N.W. 588), for matters of substance are in the main the same as at substantive common law (*Calif. Land v. Solloran*, 82 U 267, 17 P.2d 209), and old terms (words and phrases describing law and substantive procedures) used in common law can not be ignored (*O'Neil v. San Pedro RR*, 38 U 475, 479, 114 P. 127), the modifications resulting being severely limited in operation, effect, and extent (*Maxfield v. West*, 6 U 379, 24 P.98) for a total abolishment of even the purely equity or purely common law forms has not been realized, and must ever be kept in mind (*Donis v. Utah RR*, supra.). Thus, a right to

establish a "common law lien" is not, and was not dependent upon a statute of chancery rule for its creation as a remedy, and where the right to establish a "common law lien" is part of SUBSTANTIVE common law, our right is antecedent to creation of the "state" or its chancery/procedure which right runs to time immemorial (*Western Union v. Call*, 21 SCT 561, 181 U.S. 765).

We must be sustained in our acts, mere chancery, equity having no jurisdiction so to counter.

"... if the facts stated (see facts related to our 'common law lien') entitle litigant (Demandant) to any remedy or relief under SUBSTANTIVE Law (supra.), then he has stated good subject matter, Common Law Lien and Writ of Attachment -- and the Court must enter judgment in his favor -- in so far as an attack on the sufficiency of (Demandant's) pleadings are concerned." (*Williams v. Nelson*, 45 U 255, 261, 145 P.39; *Kuhn v. McAllister*, 1 U. 273, affirmed, 96 U 587, 24 LE.d 615.)

For "although lawyers and judges have buried the common law, the common law rules us from its grave." (Koffler, COMMON LAW PLEADINGS, Intro. Ch. 1, West 1969).

The general rule of the common law is expressly adopted by Oklahoma and is in force in this state and is the law of the land and by its operation can impose a common law lien on property in the absence of any specified agreement (see the law express and implied in the class of cases represented by *Drummond v. Mills*, [1898] 74 N.W. 966; *Hewitt v. Williams*, 47 LaAnn 742, 17 So. 269 [1894]; *Carr v. Dail*, 19 S.E. 235;

McMahon v. Lundin, 58 N.W. 827).

The Magna Charta governs as well, retaining and preserving all rights antecedent thereto, which was restated in (1) Massachusetts Bay Charter, (2) Massachusetts Constitution, and (3) the Federal Constitution, (modeled after the Massachusetts Constitution), after which the Oklahoma Constitution is modeled, all construed in pari materia, the State Constitution being a LIMITATION on the state's power (Fox v. Kroeger, 119 Tex 511, 35 SW.2d 679, 77 ALR 663.), the Constitution acting prospectively declaring rights and procedures for the future but not diminishing rights extant prior to establishment of the state (Grigsby v. Reib, 105 Tex 597, 153 S.W. 1124; Southern Pacific Co. v. Porter, 160 Tex 329, 331 SW.2d 42), and no new powers contrary to our common law Rights/Immunities were "granted" to the state.

II.

Common Law Liens at Law supercede mortgages and equity Liens (Drummond Carriage Co. v. Mills [1898] 74 N.W. 966; Hewitt v. Williams 47 La. Ann. 742, 17 So. 269; Carr v. Dail, 19 S.E. 235; McMahon v. Lundin, 58 N.W. 827) and may be satisfied only when a court of Common Law is convened pursuant to order of the elected sheriff. Such Common Law Court forbids the presence of any judge or lawyer from participating or presiding, or the practice of any Equity Law. The ruling of the U.S. Supreme Court in Rich v. Braxton, 158 U.S. 375, specifically forbids judges from invoking equity jurisdiction to remove Common Law Liens or similar "clouds of title".

Further, even if a preponderance of evidence displays the lien to be void or voidable, the Equity Court still may not proceed until the moving party has proven that he asks for, and comes "to equity" with "clean hands". (Trice v. Comstock, 57 C.C.A. 646; West v. Washburn, 138 N.Y. Supp. 230.)

Any official who attempts to modify or remove this Common Law Lien is fully liable for damages. (U.S. Supreme Court: Butz v. Economy, 98 S.Ct. 2894; Bell v. Hood, 327 U.S. 678; Belknap v. Schild, 161 U.S. 10; U.S. v. Lee, 196; Rivens v. Unknown Agents, 400 U.S. 862.)

DEMAND is hereby and herewith made upon all public officials under penalty of Title 42, United States Code, Section 1986, not to modify or remove this Lien in any manner. (This Lien is not dischargeable for 100 years and cannot be extinguished due to the Demandant's death or by Demandant's heirs, assigns, or executors.) Any Order, Adjudgment, or Decree issuing from a Court of Equity operating against to interfere or remove this At-Law legal lien would constitute direct abrogation/deprivation of Demandant's Oklahoma State and United States Constitutionally guaranteed Rights.

This Notice is give inter alia to preclude a jury trial on the certain claim, and to provide for Summary Judgment on the said certain Claim should the Respondent admit "waiver" and refuse to call said court.

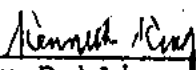
THE SAID CLAIM DUE AT LAW IS \$48,600 as of November 10, 1992 for the repair and improvement of the herein described

Property. The symbol "\$" means "dollar" as defined by the unrepealed (1792) U.S. Coinage Act, which is 371.25 grains of fine silver for each "dollar" and is that "Thing" mandated upon the State of Oklahoma by Article I § 1, Article II, § 2, United States Constitution.

Peter Michael King demands all his Common Law Rights at all times and in all places along with those rights guaranteed in Magna Charta, Declaration of Independence, United States Constitution, and the Oklahoma State Constitution.


Peter Michael King

I, Benneth King a Notary Public for the State of Oklahoma, residing at 1501 Classon, Suite 304 Okla. City, Ok 73106, witness on this day that the above person known to me, did execute the above affixed signature to this instrument, or that this is a true and correct copy of the original instrument.


Notary Public

Date: November 10, 1997

Date Commission Expires: April 8, 1996

[END OF THIS DOCUMENT]

BACKGROUND MATERIALS

3 W & P-31

determine what facts constitute fraud—the special facts of each case must be considered. *North American Financial Group, Ltd. v. S.M.R. Enterprises, Inc.*, D.C.Ill., 583 F.Supp. 691, 697.

COMMON-LAW INDEMNITY

In tort actions, “common-law indemnity” is equitable doctrine which developed as exception to harsh rule that tort-feasors were not entitled to apportion damages or shift liability between themselves through contribution or indemnification. *Hardy v. Monsanto Enviro-Chem Systems, Inc.*, 323 N.W.2d 270, 294, 414 Mich. 29.

COMMON LAW INDEMNITY CLAIM

“Common law indemnity claim” is one without express contractual provision and typically based upon concepts of active-passive negligence. *Public Service Co. of Colorado v. United Cable Television of Jeffco, Inc.*, Colo.App., 816 P.2d 289, 292.

COMMON-LAW LIABILITY FOR NEGLIGENCE

A statutory proceeding for “workmen’s compensation” and the “common-law liability for negligence” of employer are mutually exclusive remedies, and the former affords social insurance irrespective of fault for consequences of an industrial accident arising out of and in course of employment, while the latter is a common-law mode of redressing personal injuries attributable to fault not within the Compensation Act. *Imre v. Riegel Paper Corp.*, 132 A.2d 505, 511, 24 N.J. 438.

COMMON-LAW LIEN

A “common-law lien” is the right to retain possession of a chattel or personal property until some debt or demand due the person in possession is paid. *Federal Land Bank of Omaha v. Boese*, Iowa, 373 N.W.2d 118, 120.

A “common law lien” is the right of one who by labor, skill, or materials adds value to chattel of another, whether under an express or implied agreement with the owner, to retain possession of the chattel until the owner has paid for the value of his services. *Apartment Owners and Managers Committee of State College Area Chamber of Commerce v. Brown*, 382 A.2d 473, 476, 252 Pa.Super. 539.

“Common-law liens,” even when they were applicable, dealt only with personal property, and were valid only in favor of creditor in possession. *Moore v. Surles*, E.D.N.C., 673 F.Supp. 1398, 1400.

“Common law lien” is generally defined as right of one person to retain in his possession that which belongs to another until certain demands of person in possession are satisfied. *U.S. v. Hart*, D.C.N.D., 545 F.Supp. 470, 474.

A “common law lien” is the right to retain possession of personal property until some debts due on or secured by such property is paid or satisfied. *Beck v. Nutrodynamics, Inc.*, 186 A.2d 715, 717, 77 N.J.Super. 448.

A “common-law lien” is the right of an artisan who has performed labor or furnished material in repairing vehicle at the request of the owner to retain possession of the vehicle until such time as he is paid for the services he has supplied. *State ex rel. Rueseler Motor Co. v. Klaus*, Mo.App., 263 S.W.2d 71, 72.

COMMON-LAW MALICE

A “common law lien” refers to the right of a bailee to retain the possession of personal property until a debt due or secured by the property is satisfied. *In re Stevooknit, Inc.*, Bkrtcy.N.Y., 28 B.R. 520, 523.

“Common law lien” is right of artisan, who has performed labor or furnished material to improve or repair chattel at request of owner, to retain possession of chattel until he is paid. *Herpel v. Farmers Ins. Co., Inc.*, Mo.App., 795 S.W.2d 508, 509.

COMMON-LAW MALICE

“Common-law malice” may be shown by conduct manifesting personal ill will or carried out under circumstances evidencing insult or oppression or even by conduct showing reckless or wanton disregard of one’s rights. *Ryan v. Herald Ass’n, Inc.*, 566 A.2d 1316, 1319, 152 Vt. 275.

Qualified privilege as to defamatory publication is not defeated upon showing of mere negligence; proof of “common-law malice,” that is, behavior actuated by motives of personal spite, or ill will, independent of occasion on which communication was made, is required. *Gazette, Inc. v. Harris*, 325 S.E.2d 713, 727, 229 Va. 1.

“Willful indifference” for purposes of punitive damage award is not equivalent to common-law malice in defamation action; “common law malice” in this context has been defined as making statement from ill will and improper motives, or causelessly and wantonly for purpose of injuring plaintiff. *Wrig v. Kinney Shoe Corp.*, Minn., 461 N.W.2d 374, 381.

“Common-law malice” is some sinister or corrupt motive such as hatred, revenge, personal spite, ill will, or desire to injure plaintiff, or communication made with such gross indifference and recklessness as-to-amount-to-wanton or willful disregard of rights of plaintiff and focuses upon both knowledge of falsity or reckless indifference to falsity and speaker’s motive and mental state. *Great Coastal Exp., Inc. v. Ellington*, 334 S.E.2d 846, 851, 230 Va. 142.

“Common-law malice,” for defamation purposes, is behavior actuated by motives of personal spite or ill-will, independent of occasion on which communication is made. *Smalls v. Wright*, 399 S.E.2d 803, 808, 241 Va. 52.

“Common-law malice” in defamation context has distinct definition: whether defendant made statement from ill will and improper motives, or causelessly and wantonly for purpose of injuring plaintiff. *Rico v. State*, Minn., 472 N.W.2d 100, 107.

“Common-law malice” connotes hatred, ill will or spirit of revenge or conscious disregard for rights and safety of other persons that has great probability of causing substantial harm. *Jacobs v. Frank*, 573 N.E.2d 609, 613, 60 Ohio St.3d 111.

Defamation plaintiff must prove “common-law malice” to overcome conditional privilege; such malice involves actual ill will or intent to causelessly and wantonly injure plaintiff, and may be shown by extrinsic evidence of personal ill will or by intrinsic evidence such as exaggerated language of statement or extent of statement’s publication. *Hunt v. University of Minnesota*, Minn.App., 463 N.W.2d 88, 92.

Exhibit
"D"

GENERAL PROVISIONS

11 USCS § 101

conduct is made subject to closer scrutiny than those dealing at arms length with the debtor. If the debtor is an individual, then a relative of the debtor, a partnership in which the debtor is a general partner, a general partner of the debtor, and a corporation controlled by the debtor are all insiders. If the debtor is a corporation, then a controlling person, a relative of a controlling person, a partnership in which the debtor is a general partner, and a general partner of the debtor are all insiders. If the debtor is a partnership, then a general partner of or in the debtor, a relative of a general partner in the debtor, and a person in control are all insiders. If the debtor is a municipality, then an elected official of the debtor is an insider. In addition, affiliates of the debtor and managing agents are insiders.

The definition of "insolvent" in paragraph (25)[(29)] is adapted from section 1(19) of current law. An entity is insolvent if its debts are greater than its assets, at a fair valuation, exclusive of property exempted or fraudulently transferred. It is the traditional bankruptcy balance sheet test of insolvency. For a partnership, the definition is modified to account for the liability of a general partner for the partnership's debts. The difference in this definition from that in current law is in the exclusion of exempt property for all purposes in the definition of insolvent.

Paragraph (26)[(30)] defines "judicial lien." It is one of three kinds of liens defined in this section. A judicial lien is a lien obtained by judgment, levy, sequestration, or other legal or equitable process or proceeding.

Paragraph (27)[(31)] defines "lien." The definition is new and is very broad. A lien is defined as a charge against or interest in property to secure payment of a debt or performance of an obligation. It includes inchoate liens. In general, the concept of lien is divided into three kinds of liens: judicial liens, security interests, and statutory liens. Those three categories are mutually exclusive and are exhaustive except for certain common law liens.

Paragraph (28)[(32)] defines "municipality." The definition is adapted from the terms used in the chapter IX (municipal bankruptcy) amendment to the Bankruptcy Act enacted last year (Pub. L. 94-260). That amendment spoke in terms of "political subdivision or public agency or instrumentality of a State". Bankruptcy Act § 84. The term municipality is defined by those three terms for convenience. It does not include the District of Columbia or any territories of the United States.

"Person" is defined in paragraph (29)[(33)]. The definition is a change in wording, but not in substance, from the definition in section 1(23) of the Bankruptcy Act. The definition is also similar to the one contained in 1 U.S.C. § 1, but is repeated here for convenience and ease of reference. Person includes individual, partnership and corporation. The exclusion of governmental units is made explicit in order to avoid any confusion that may arise if, for example, a municipality is incorporated and thus is legally a corporation as well as a governmental unit. The definition does not include an estate or a trust, which are included only in the definition of "entity" in proposed 11 U.S.C. 101(14).

"Petition" is defined for convenience in paragraph (30)[(34)]. Petition is a petition under section 301, 302, 303, or 304 of the bankruptcy code—that is, a petition that commences a case under title 11.

Common Law Lien Definition

Common Law Lien Definition: One known to or granted by the common law, as distinguished from one created by the agreement of the parties. *It is a right extended to a person to retain that which is in his possession belonging to another, until the demand or charge of the person in possession is paid or satisfied.* (*Whiteside v. Rocky Mountain Fuel Co.*, C.C.A. 101 F.2d 765, 769.) (Emphasis added.) *Black's Law Dictionary* 6th Edition.

Here's more advice from persons who are not licensed to practice law.

The first thing you (Demandant) must do before filing a Common Law Lien is to read the document carefully in order to have a thorough understanding of your rights.

After you fully understand your rights pertaining to the document, then you and whoever jointly owns the property with you must sign the document in front of a Notary Public.

Take the document to your County Clerk's office and file it. You will be charged a fee, (probably about \$20.00). The clerk will stamp your copy, and a "certified" copy will be sent to you in about 30 days. If you wish to have a "certified" copy immediately, you may request one from the clerk for an additional nominal fee, (probably about \$9.00).

Send a copy of the document, certified mail, return receipt requested to the Respondent named on the front page of the lien. (It does not have to be a certified copy; a photo copy will suffice).

If your property is about to be foreclosed on, then the Respondent(s) will probably not be overjoyed at your action, because it prevents them from taking (stealing) your property. It's important to understand that the filing of a Common Law Lien in your favor, (Demandant) does not necessarily prevent foreclosure. It simply means that you (Demandant) must be paid before anyone else. (See definition of Common Law Lien taken from Black's Law Dictionary, on page 2 of the document).

"Rights of a national citizenship not spelled out in the First and Fourteenth Amendments, but implied by republican character of our system of government, include the right to petition Congress (and the courts) for redress (of grievances), enter any State of the Union, assemble, discuss national laws and supply information to other citizens with respect to national laws." *Kinner v. City and County of San Francisco*, 35 Cal. Rptr. 43 (1963).

A citizen who knows his rights, and acts upon those rights in a lawful manner, shall not be cheated, plundered, or stolen from. "Study to show thyself approved unto God, a workman that need not be ashamed and who correctly handles the word of truth." *II Timothy 2:15*

Finally, it must be understood that only you can help yourself, through personal study and education. This is *your* responsibility, and not anyone else's. We can only *guide* you in the right direction. Remember, -you are *not* alone and there is strength in numbers.

"Two are better than one, because they have a good return for their work: if one falls down, his friend can help him up. Though one may be overpowered, two can defend themselves, and a cord of three strands is not quickly broken." *Ecc. 4:9-10, 12*

May God bless you richly.

EXHIBIT “A” COMMON-LAW LIEN

A “common-law lien” is the right to retain possession of a chattel or personal property until some debt or demand due the person in possession is paid. *Federal Land Bank of Omaha v. Boese*, Iowa, 373 N.W.2d 118, 120.

A “common law lien” is the right of one who by labor, skill, or materials adds value to chattel of another, whether under an express or implied agreement with the owner, to retain possession of the chattel until the owner has paid for the value of his services. *Apartment Owners and Managers Committee of State College Area Chamber of Commerce v. Brown*, 382 A.2d 473, 476, 252 Pa. Super. 539.

“Common-law liens,” even when they were applicable, dealt only with personal property, and were valid only in favor of creditor in possession. *Moore v. Surlles*, E.D.N.C., 673 F.Supp. 1398, 1400.

“Common law lien” is generally defined as right of one person to retain in his possession that which belongs to another until certain demands of person in possession are satisfied. *U.S. v. Hart*, D.C.N.D., 545 F.Supp. 470, 474.

A “common law lien” is the right to retain possession of personal property until some debts due on or secured by such property is paid or satisfied. *Beck v. Nutrodynamics, Inc.*, 186 A.2d 715, 717, 77 N.J.Super. 448.

A “common law lien” refers to the right of a bailee to retain the possession of personal property until a debt due or secured by the property is satisfied. *In re Stevcoknit, Inc.*, Bkrcty. N.Y., 28 B.R. 520, 523.

“Common law lien” is right of artisan, who has performed labor or furnished material to improve or repair chattel at request of owner, to retain possession of chattel until he is paid. *Herpel v. Farmers Ins. Co., Inc.*, Mo. App., 795 S.W.2d 508, 509.

Generally, “common-law liens” pertained exclusively to personal property, and normally required, for their continued efficacy, a continuance of possession in the lienor. *Camden County Welfare Bd. v. Federal Deposit Ins. Corp.*, 62 A.2d 416 1 N.J.Super. 532.

See Maritime Lien. *Todd Shipyards Corp. v. The City of Athens*, D.C.Md., 83 F.Supp. 67, 75.

A “common law lien” - is a right extended to a person to retain that which is in his possession belonging to another, until the demand or charge of the person in possession is satisfied. *Williams v. Greer*, Tex.Civ.App., 122 S.W.2d 247,248.

For a “common-law lien” to exist, it is indispensable that the claimant should have an independent and exclusive possession of the property; the right to the lien being based directly on the idea of possession. *Bell v. Dennis*, 93 P.2d 1003, 1005, 43 N.M. 350.

A “common-law lien” is a mere right in one man to retain that which is in his possession belonging to another until certain demands of the person in possession are satisfied, and it cannot continue without possession. *Bell v. Dennis*, 93 P.2d 1003, 1005, 43 N.M. 350.

“Common-law liens” depend on possession, and end with surrender of possession. *McFerran v. Louisville Title Co.’s Receiver*, 71 S.W.2d 655, 657, 254 Ky. 362.

“Common-law lien” is right of person to retain property belonging to another until demands against such other person are satisfied, and “particular lien” is right to detain possession of particular property of another as security for debt or obligation. *Bennett v. Brittingham* (Del.) 140 A. 154, 155, 3 W.W. Harr. 519.

An “equitable lien” differs essentially from a “common-law lien,” in that the latter constitutes a mere right to retain possession of a chattel until a debt or demand due the person retaining it is satisfied; whereas, in the case of an equitable lien, possession remains with the debtor or person who holds the proprietary interest *Foster v. Thornton*, 179 So. 882, 892, 131 Fla. 277,

A common-law lien is simply the right to retain possession until some obligation of the owner is satisfied, while the equitable lien is no more than a right to proceed in an equitable action against the subject-matter of the lien and have it sold or sequestered and its proceeds or rents and profits applied to the demand of the owner of the lien. *Oppenheimer v. Szulrecki*, 130 N.E. 325, 328, 297 Ill. 81, 28 A.L.R. 1439.

Claims of common carrier for freight and demurrage for transportation of materials for use of highway contractor are not to be denied benefit of Rev. Code 1915, § 2644A, sec. 25A added by 29 Del. Laws, c. 224, and bond furnished thereunder to protect laborers and materialmen, merely because common carrier has a common-law lien for its charges, whereas other transporters have no such lien. *State v. Aetna Casualty & Surety Co.*, Del., 145 A. 172, 175. 4 W.W.Harr. 158.

Party claiming “common-law lien” should have independent and exclusive possession of property, right to lien being based directly on idea of possession, and as general rule such lien is waived or lost by voluntarily and unconditionally parting with possession or control of property to which it attaches, and cannot be restored thereafter by resumption of possession. *Ellison v. Scheffsky*, 250 P. 452, 453, 141 Wash. 1.

The “equitable lien” differs essentially from “a common-law lien”; the latter being the mere right to retain the possession of some chattel until a debt or demand due the person thus retaining it is satisfied; possession being such a necessary element that if it is voluntarily surrendered by the creditor the lien is at once extinguished, while in the former or equitable lien possession remains with the debtor who holds the proprietary interest *Jones v. Carpenter*, 106 So. 127, 129, 90 Fla. 407, 43 A.L.R. 1409.

A “common-law lien” is “a right in one man to retain that which is in his possession belonging to another till demands of him (the person in possession) are satisfied. * * * It is founded upon the immemorial recognition of the common law of a right to it in particular cases, or it may result from the established usage of a particular trade.” *Nicolette Lumber Co. v. People’s Coal Co.*, 62 A. 1060, 1061, 213 Pa. 379, 3 L.R.A., N.S., 327, 110 Am.St.Rep. 550, % Ann.Cas. 387.

