

# COMMERCIAL LIENS: A MOST POTENT WEAPON

Version 1.0

**Edited by Terra Libra staff**

[with acknowledgments and credit to Alfred Adask (Publisher of *AntiShyster* magazine), Richard Boalbey, David DeReimer, and the various lien authors, for providing some of the content]

(Applicable To The U.S.A.; Adaptable For Some Other Countries)

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## **Chapter 1 - Introduction**

## **Disclaimer**

**This manual is intended purely as a communication of information in accordance with the right of free speech. It does not constitute either general or specific legal advice. Anyone seeking legal advice should consult a competent professional. Neither the author, editor or publisher guarantee that using this information will result in success or protect the reader from harm. The reader must accept that risk, and thoroughly study the law before using any of this material. Readers must take full responsibility for the consequences of any actions taken based on the contents of this manual. For most readers, you may well be best off reading this as a sort of "adventure novel." You can learn of some of the actual documents and procedures being used by many freedom fighters. If you were to actually use these documents and procedures you would probably be at substantial risk to change your life in very major ways, some of which may be very unpleasant. The use of Commercial Liens as described in this manual is **EXTREMELY** high-profile. For most readers, it may be advisable to use some of the "lower-profile" applications of Freedom Technology. Generally, we think that rather than fight existing systems it's much more productive, useful, and exciting to create alternative new systems.**

This disclaimer is especially important, because this is a relatively new strategy, and has not yet been subjected to a Supreme Court challenge. Until that takes place, the soundness of this strategy cannot be fully known. The Commercial Lien Strategy is still evolving, and new information is being discovered daily. If you use this strategy, who knows? Your name may be on a famous Supreme Court case! Whether that prospect thrills you or disturbs you depends upon your outlook.

These liens, because they are so powerful, should be treated with respect. We, at Terra Libra, do not advocate the use of these liens against all government officials, nor to any official in particular. We honor the fact that there are many virtuous people in government offices, who are truly striving to harm no one and to benefit as many people in society as possible. The liens described in this manual are not directed towards these harmless officials.

## **Scope and Purpose of Manual**

This manual is an introduction and primer to the Commercial Lien Strategy. It does not pretend to be the final word on the subject. The authors and editors have synthesized material from several sources. We have organized it into a form that should be comprehensible to the average reader.

After reading this manual, you will know the fundamental principles of this strategy. This understanding, plus the Bibliography in [Appendix A](#), will allow you to do further research on your own.

## **Some Notes on the Sample Briefs**

Included with this manual is an Appendix containing sample legal briefs, based upon actual examples used by others.

You will have to reformat these briefs using your word processing software, and you **MUST** adapt them to your situation, and to the requirements of your state or locality. These are not and (in the nature of things) cannot be "fill-in-the-blank" forms.

## **The Commercial Lien Strategy - Background**

Faced with corrupt lawyers and judges, no litigant can expect to win in court by simply playing defense. To beat them, you must be able to scare them. You must be able to make them respect you, and that means you must be able to take the offense — attack them personally.

Unfortunately, judges, lawyers, and other government officials enjoy various levels of personal immunity provided by both law and "professional courtesy." How do you sue a lawyer for malpractice? You hire another lawyer — if you can find one who'll take the case. How do you sue an IRS agent for violating your Constitutional rights? Only with great difficulty. How do you sue a judge for railroading you in court? You don't.

As a practical matter, private citizens can't sue the President of the United States, a Governor, judge, or even an IRS agent 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.

Because legal and *de facto* immunities shield government personnel from being sued for committing crimes against the People, the public is legally disarmed, unable to aggressively sue the government or its agents and compel them to obey the Law. As a result, the public's legal posture is fundamentally defensive: we try to duck, dodge, and hide in legal loopholes to defend ourselves against the government and the courts. We try to escape, evade, and avoid, but we seldom counter-attack against our antagonists, largely because we think there are no lawful weapons to do so. However, it appears that a powerful offensive legal weapon may now have been discovered, tested, and proven for common Citizens — the commercial lien. We don't try to sue a government official for failing to perform his lawful duties. Instead, we simply file a lien that encumbers the official's personal property and credit rating like a ton of bricks until he voluntarily satisfies our demand to perform his lawful duty, and we, in turn, voluntarily agree to excise the lien.

## **Some Examples of the Strategy**

**Example 1** — Edward J. Wagner, an hourly, unionized employee at General Electric, received Notices of Levy from the IRS, garnishing his wages and moneys received from several other sources. Wagner tried to persuade G.E. not to honor the Notices, since they were not properly attested as "true bills of commerce." His efforts met with no success.

After giving G.E. proper Notice and Demand, Wagner and his wife filed a Commercial Lien in the amount of \$224,640,00.00. In the lien, Wagner impounded G.E. inventory that he had worked on (including air conditioning units, analyzing equipment, etc.) as security for the lien. This is similar to an auto mechanic impounding a car he had repaired ("mechanic's lien"). This meant that G.E. could not lawfully sell or transfer the equipment until the lien was either extinguished or satisfied.

Among the reasons for the high dollar amount are that the law allows for such high sums as rewards for damages incurred, and it generally has to be large enough in relation to the size of the company involved, to get its attention. Otherwise such a large company might just ignore it.

Consequently, a legal war followed, and by June of '92, G.E. had gone to court several times trying to remove Wagner's lien, all without any real success. This was in spite of the fact that G.E. had the best, most

highly paid, and highly motivated lawyers.

In June of '92, the first major victory for the Wagners came. The IRS issued four different official Releases of Levy, one to General Electric, plus three other places where they had wages and income that the IRS had levied — the Port of Seattle, Dean Witter Reynolds, and Ohio State Life Insurance Company. These effectively released the IRS's attachment on the Wagners' income and assets. That's a pretty solid testimonial to the power of the arguments in Mr. Wagner's lien.

**Example 2** — In August 1992, Mr. Nelson Starr, who lives in Florida, filed a lien on several federal judges, the Commissioner of the IRS, the Attorney General of the United States, one or more U.S. attorneys for the Southern District of Florida, and several other individuals, in the amount of \$350,000 on each individual. The officials asked Mr. Alan Diamond, President of the Florida Bar Association, to inspect the lien and see if it was lawful or not.

In spite of his desire to please his powerful friends, Diamond could find nothing illegal about the lien. In fact, in a sworn affidavit, Diamond declared that, "...the document causes irreparable harm to the system of the administration of justice. While some of the harm may be compensable at law, no degree of compensation will adequately remedy the damage to the appearance of integrity of those named and of the system of the administration of justice. In my opinion, the filing of this type of lien is a direct attack on the justice system and on the general reputations of those named in the "lien." It may negatively impact on the financial credit rating of those individuals. It will probably have a negative impact on their willingness to continue to serve as representatives of the United States. And, it constitutes an abuse of civil process that cannot be adequately remedied by an action at law. [emphasis added]" In plain English, Diamond did not like the lien, but couldn't find any way to extinguish it. Further, he seemed to say that these liens could **drive public officials right out of office!** For libertarians and patriots, that is a powerful endorsement!

**Example 3** - Another a man in Florida filed Commercial Liens against nine IRS agents and was later taken to court by the IRS agents' *wives*. The wives tried unsuccessfully to remove the liens, because their credit cards had stopped working. The liens had compromised their credit rating, and they couldn't go shopping except with cash. Imagine the distress that the IRS agents themselves had to endure from their wives on account of these liens! Evidently, the liens hit the agents where they *lived*, in a way that other actions at law could not do.

**Example 4** - Perhaps the most imaginative use of the Commercial Lien Strategy is a lien by Mr. Phil Marsh of the Pilot Connection against the President of the United States, the U.S. Congress, the Federal Reserve, and the Commissioner of IRS on behalf of all 250 million Americans (see [Appendix B.6](#)). For each of the 250 million Americans, the lien demands \$10,000. If the lien were enforced, it would mean the government would owe the people \$2.5 trillion, over half the annual Gross National Product.

This "class action lien" will almost certainly never be enforced. However, if the courts find a way to extinguish it, it may have the effect of weakening the power of all liens (including the one the IRS files on us!).

**[Editor's Note:** Everything in this manual is "information" only, not legal advice. This *caveat* applies with particular force to Mr. Marsh's lien. We present this lien as an interesting and imaginative application of the

Commercial Lien Strategy, not as an "endorsement."

Terra Libra originally included Phil Marsh and The Pilot Connection on our list of sources. However, some of our customers began to complain about poor service, and some raised questions about the integrity of the group. Later, Marsh appeared on the television show *20/20* and vigorously denounced the IRS. Also, it appears that The Pilot Connection may have been stockpiling arms and ammunition. These actions invited official retaliation, which was not long in coming.

In 1994, Phil Marsh and other members of The Pilot Connection were prosecuted by Federal territorial gangsters on a *smorgasbord* of criminal charges. In November of that year, the trial ended in a hung jury on most counts, and a few outright acquittals, with no convictions. The defense team included "public defenders" and two experienced *pro se* litigants from the National Commodity and Barter Association. The *pro se's* from N.C.B.A. later reported that Marsh was highly resistant to their legal advice throughout the trial.

These facts suggest that Marsh is relatively blind to strategy, and that his reasoning is at a "proto-conscious" level, with a strong commitment to being "right" regardless of new information. Given Mr. Marsh's track record, we strongly advise readers of his lien to thoroughly scrutinize and research his legal theories before using any of them.]

## **THE POWER OF COMMERCIAL LIENS**

### **Ease of Use**

Although this lien strategy is explosive, it's more like nitro-glycerin than hydrogen bombs. You need to be knowledgeable and careful to use nitro-glycerin, but you don't need to be a nuclear physicist. However, nitro-glycerin can blow up in your face if you handle it carelessly!

Likewise, "bombing" government officials with liens is a craft, not a science, that can be used as easily by knowledgeable *pro se's* as it can by lawyers and legal scholars. The commercial lien is simple, inexpensive, and takes very little time. It requires no court action or judge's approval. And, it has proven to be very direct and effective, *if it is handled correctly*. However, a few careless *pro se's* have had their liens "blow up" in their faces (see Chapter 5), so be meticulous when you use them.

### **Long Range**

You can file a commercial lien on property in another state or on property you've never seen. With a commercial lien, you can attack the personal property of your adversary at long range rather than merely fighting to defend your own property in your own back yard. This offensive capability makes the commercial lien a powerful legal weapon. With the commercial lien, you can literally take the fight to their back yards.

### **The Helplessness of Judges**

The commercial lien, which is authorized both by the common law and by Title 15 of the United States Code (USC), is reportedly the same lien the IRS uses to take Americans' homes and cars. However, some *pro se* litigants do not depend upon Title 15, but upon the common law of negotiable instruments (a.k.a. Commercial Law).

As such, it's almost impossible to remove a commercial lien without the approval of the individual claimant who filed the lien. Although a commercial lien can be challenged by a common law court or by a 7th Amendment jury trial, it does not require a court process or a court judgment for its establishment, validity, or execution. Therefore, it appears that the courts may not be able to simply extinguish this lien on their own discretion (or on motion from the lien debtors) without the voluntary approval of the person who filed the lien.

Traditionally, these liens can only be removed by the voluntary decision of the person who filed the lien, by the decision of a constitutional common-law jury trial, or by waiting 99 or 100 years. Since the common law has been smothered in the U.S.A., all judges are essentially powerless to overcome the liens.

### **The Right Way L.A.W.**

Before utilizing any of the procedures suggested in this manual, we strongly suggest that you join an organization called "The Right Way ... L.A.W." They are experts on legal and court procedures, as well as liens in general. They also have great expertise regarding Title 42 (civil rights violation suits). For more details see Report [#LAW01 — The Right Way ... L.A.W.](#)

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## **Chapter 2 - Theory of Commercial Lien Strategy**

### **Introduction**

To effectively use the Commercial Lien Strategy, you should have a good grasp of the principles of law involved. Immediately following this Introduction is an essay, written from a Christian/Theistic perspective, explaining the foundations of the common law. (The author has not copyrighted this material, and wishes to remain anonymous. The same author also composed several of the briefs listed in [Appendix B](#)).

This explanation will, no doubt, be very different from anything you have been taught. In fact, licensed attorneys may have the hardest time understanding this, because they have been taught to think only in a certain way. An intelligent lay reader will probably understand the following article without much trouble.

Most of us have been hypnotized into believing that the meaningless scribbles of "legislators," "Presidents," etc., constitute "the law." After reading this chapter, one thing should be absolutely clear to you. The law is **whatever you give your consent to**. This insight frees you from being a "victim" and a "subject," and restores you to your rightful position of power and sovereignty. (Always remember, though, that Territorial Gangsters [TG's] have all sorts of ways to obtain your "consent"! Standing up for your rights always involves risk.)

### **THE COMMERCIAL AFFIDAVIT PROCESS**

by an anonymous Christian patriot

#### **A Powerful Weapon**

The Commercial Affidavit Process — or "CAP" — is perhaps one of the most powerful devices available

to the common man for righting wrongs and accomplishing justice. The process is not new, as some may believe. At its foundation are the laws of commerce which spring from the eternal, immutable Laws of God, and those laws have been in force since the beginning of human existence. Provoke the use of the Commercial Affidavit Process against you and you provoke the wrath of all that is just and right.

Today, those who are availing themselves of the CAP system are equipping themselves with a very powerful equalizer. Make no mistake! The CAP is a very lethal weapon in the war against injustice. It is capable of righting wrongs while eliminating the "cost factor" that deprives thousands of people from getting justice. The expression "equal under the law" again has real meaning, thanks to CAP. When the CAP methodology is properly loaded and sighted on a wrongdoer, success is "as good as in the bag." The Process is powerful and dangerous to those who are in the line of fire. There is no escape: either acquiesce and justly recompense or suffer the awful consequences. And, those consequences can be calamitous as will be shown.

### The Foundation Of Law

There are basically three classes of laws: The Laws of God, which encompass the Laws of Nature; The Law of the Land, also referred to as the Common Law; and lastly there is Private Law, or man-made law, also referred to as Contract Law.

Our Founding Fathers believed that it was self-evident that the God of Nature is the sovereign of the universe and everything in it (as well as mankind) and that He had endowed all mankind with "certain unalienable rights" making them self-directing sovereigns, which means that any governments instituted among men derive their just powers (only) from the consent of the governed, who are the source of earthly power and authority. Hence any attempt to exercise any powers NOT conveyed by the People is unjust and unauthorized, and any act done pursuant to such usurpation of power is void.

They were further convinced that God's temporal law for mankind was expressed in the law of the land. Common law is common-sense law. It is simple, straightforward and self evident, primarily because it is based on God's Laws. It is the foundational law of the union of States.

The Founding Fathers authorized three legal systems in the Constitution, first Common Law, secondly Equity Law, and thirdly Admiralty Law, which is the law of the sea. Gradually Common Law has been displaced by Equity Law until today the Common Law is rarely heard of or understood because it has been covered up and hidden away by the legal profession for very understandable business reasons. Such people are pursuing their own private agenda. In fact the Common Law is generally looked upon as obscene, example: to have a common law marriage is considered to be unclean. Why? The first marriage license in the United States was issued in 1863. The question is not whether some third party should or should not perform the service; it is whether sovereigns must get permission from their servants (the government) before they can be married.

### Private Law

Private Law is that law which comes into being when people enter into agreements creating the rules and terms by which they agree to be bound together.

State and federal constitutions are examples of private law. They come under the heading of contract law



because they are contracts that establish governments and are designed to protect the People from the government. To keep the government under control, the People were very precise in the language they used to make it perfectly clear exactly what powers were being delegated AND that any powers not specifically delegated were reserved (by the People) to the states or the People.

It should be remembered that the People are the sovereigns of State governments and the States are the sovereigns of the federal government. Thus the People, either directly or indirectly, are the sovereigns over both governments. The States have been given specific and limited power. They also made sure there were provisions that safeguarded the People's right to abolish or change that government and to create a different one if they chose.

Public Law is a form of private law that results when laws are made in proper application of the delegated authority conveyed to the legislators. Title 18 (the Federal Criminal Code) is an example of public law. It was drafted to grant unto non-citizens the protections and defenses Citizens have under common law; Title 18 does not apply to sovereign Citizens, who answer directly to violations of GOD's Laws.

Administrative Law is one term used to describe private law that comes into existence when someone acquires dominion over others and can dictate to them what the law is. Title 26 (the Internal Revenue Code) is an example of Administrative Law; it and the other federal titles classified by congress as "non-public" (administrative) laws, thus apply only to subjects of the federal government.

In 1938 the United States abandoned Public Law and adopted an unconstitutional system called Public Policy. An understanding of this distinction is so vital that the definitions of these terms follow:

#### Public Law

That portion of law which deals with the powers, rights, duties, capacities and incapacities of government and its delegated authority. Those laws which are concerned with a government in its political capacity, considered in its quasi-private personality, i.e., as capable of holding or exercising rights or acquiring and dealing with property in the character of an individual.

#### Public Policy

The rules and procedures (policy) of a sovereign over its subjects. It holds that no subject can lawfully do that which has a tendency to be injurious to the public or against the public good as defined by the sovereign. Public policy is set by legislative acts and, pursuant thereto, by judicial and administrative promulgating of rules and regulations.

Such rules and regulations are therefore not laws but rather terms imposed by contract agreements. It's the contracts themselves which make these rules and regulations binding. If you are not a party to those contracts, not a subject (property) of the government, you can make yourself a party by volunteering to comply. But once you decide to play the game you are compelled by the rules of that game to continue to play. Once compelled, the best out is to reassert your sovereign rights. The very concept of Public Policy and its inherent usurpation of power from the sovereign People is so addictive and has become so widely accepted by bureaucrats in all levels of government that they act as if they were the masters of the People.

This shift in government was instituted with the Supreme Court's decision in the Erie Railroad case, as a

result of which, all Supreme Court decisions prior to that time are being treated as no longer relevant in equity court proceedings. And so another milestone was reached in the conspiracy to overthrow the rights of the People.

This Administrative Law is much like Roman Law which is also called Civil Law. Conceptually, Roman or Civil Law, which is practiced in most of Europe, is diametrically opposite to the Common Law.

Under Roman or Civil Law you are guilty until proven innocent and have only those rights your master the government chooses to grant you; and what your master giveth, he can take away. Under the Common Law as practiced in America, you are innocent until proven guilty and retain all rights not delegated to government.

We are seeing more and more of this Roman class of laws in this country: if you are charged you are treated as being guilty until proven innocent. If that is happening to you, it's because of your legal status — or what "they" perceive as your legal status. If your legal status is that of being a sovereign Citizen your unalienable rights are being violated!

#### Principles Of Law Making

In the days before the turn of the century in America, the custom was for those studying law to study the Bible and the laws contained therein so that those principles would occupy a preeminent place in the minds of those practicing law. This is not the case today; rather the opposite is true. The eternal truths contained in the Bible have been lost from the view of those who need them the most. It is still the best place to learn about laws generally, as well as other eternal truths. The concept of a system of laws not founded upon those eternal truths is tantamount to building a house on quick sand.

In America, the sovereign power resides in and comes only from the People. "We the People" are the sovereigns. All the power and authority the government has ... was given to it by the People! If we don't have the right to do a thing, then we cannot delegate such a right to any government! ("We cannot give to anyone or anything any power or authority we do not have!")

Is it not in controversion to this principle that representatives of the People — legislators or bureaucrats or judges — pretend they can make laws to implement powers We the People did not and cannot give them? It is self-evident! Yet they pretend they can do virtually anything they or even a majority of them merely agree among themselves (vote) to do; they publish interpretations of laws and promulgate rules based on those interpretations; or they render decisions that are clearly antithetical to the concepts set forth in the Declaration of Independence and the Constitution as the Founding Fathers understood and expounded them; and thereby they violate their sworn oath to defend and uphold the Constitution.

They know that few if any who discover such usurpation will have the perseverance, let alone the financial means and time required to find a qualified, willing attorney to utilize the court system to expose their usurpation and bring them to account and thus rectify their malfunction.

They also promote and rely on the general MISCONCEPTION that any statute passed by a legislature is valid. It is impossible for both the Constitution and a law violating it to be valid; one must prevail! This is succinctly stated as follows:

"The general rule is that an unconstitutional statute, though having the form and name of law, is in reality no law, but is wholly void and ineffective for any purpose since unconstitutionality dates from the time of its enactment, and not merely from the date of the decision so branding it. An unconstitutional law, in legal contemplation, is as inoperative as if it had never been passed ...

"Since an unconstitutional law is void, the general principles follow that it imposes no duties, confers no rights, creates no office, bestows no power or authority on anyone, affords no protection and justifies no acts performed under it ... No one is bound to obey an unconstitutional law and no courts are bound to enforce it." **16 Am Jur 2nd §177**

"The general rule is that an unconstitutional act of the Legislature protects no one. It is said that all persons are presumed to know the law, meaning that ignorance of the law excuses no one; if any person acts under an unconstitutional statute, he does so at his peril and must take the consequences." **16 Am Jur 2d §178**

"Where rights secured by the Constitution are involved, there can be no rule making or legislation which would abrogate them." **Miranda v. Arizona**, 384 US 436 at 491.

In order for a law to be proper, it must be just. It must protect equally the rights of all without violating the rights of any. There is nothing mysterious about proper law; it is based on reasonableness and common sense, and is harmonious with the Laws of God.

Check a law against this measure to see if it fits the mold of eternal truth and justice: say to yourself, "Would I be unwilling to have this law applied to myself or my closest friend?" If such application seems repugnant to you, if it seems unfair or unjust, then there is probably something wrong with that law. God knows that people's political standards are a reliable reflection of their moral standards and that the laws which they support are a good test of how they wish to be judged (Matthew 7:1). People can clearly see that taking money from some one by force is a crime when done by individuals, but they may fail to recognize the criminality of the same act when done by government.

For example, how would you feel if you had a particular "entitlement" and the government told you that you were authorized to collect a portion of this government handout from each of your neighbors? Let's suppose that your "entitlement" is food stamps: instead of giving you stamps, the government gives you a list of people from whom you are "authorized" to collect the money to buy the food. How would you feel if they told you it was all right to force your neighbors to give you the money? And every time you needed more food, you had to do it all over again? Would that be right? If not, why? Would changing the name of the collector make it right? Would it go against your grain to do so? How would your neighbors feel when you presented your "authorization"? How would you feel if your neighbors were coming to collect FROM YOU for some other "entitlement" program they were "authorized" to collect?

The Commercial Affidavit Process is a pre-common law process. It is also referred to as a "commercial law process," not to be confused with the [Uniform] Commercial Code and other manipulated and complicated rules and regulations. It is a pre-common law process because until there is a disagreement, there is no dispute. All that is being done is the establishment of claims and obligations. The purpose of the CAP is to make claims and determine if the accused agrees or not. If the Accused does not contest the claims there is

no dispute to be adjudicated thus the appropriate damages are consensually agreed-upon. Thus it is pre-judicial. It may also be completely non-judicial if it is properly (composed of un rebuttable truth) and successfully implemented.

The term "commercial" as used herein refers to any dealings people have among themselves. Thus the "laws of commerce" refers to the just rules of procedure governing human relationships, the self-evident principles of right and wrong which are the foundation of the common law.

The foundation of COMMERCIAL LAW rests solidly on the bedrock of justice and common sense. These laws are so sound and so universally accepted that they cannot with impunity be overturned, overwritten or tampered with in any way: they are founded on eternal truths, needing no proof from anyone to justify their validity (i.e., self-evident); they are immutable; they provide equal justice to all parties of interest and thus are completely fair. That is the KEY to their power. All other just laws spring from this foundation. (By contrast, corrupted laws are mere shadows of these true and correct principles.)

Justice is delivered quickly, simply, fairly and conclusively with the Commercial Affidavit Process. This may be a terrible disappointment to wrong-doers who are confident they can get away with their illegitimate activities. Those who are subverting just laws, setting them aside, covering them up, creating shadow-law or colorable law and just generally using self-serving laws to subject and plunder their fellow man are in for a rude awakening. In summary, the Common Law grows out of the laws of commerce which themselves are based upon self-evident truths. Such truths are commonly expressed as maxims.

### Maxims In Law

Maxims are as much a part of the laws of human relations (commerce) as a foundation is a part of a building. They are fundamental and immutable, having their basis in God's Laws. No one of sound mind argues against them. They are the bedrock of logic, of reason, of common sense, of truth. They are fundamental principles upon which all that is right, just and true is founded. They are the standards to measure the correctness of any course or action.

The word "maxim" is defined as an expression of an absolute truth or principle. Maxims are so powerful and unequivocal that they are the foundation of all human relationships. They have the power to cut to the heart of a matter in a heartbeat with reason, logic, and authority. They cover every topic imaginable and every aspect of our lives. They are not easily misunderstood, misapplied, or subverted; they are universally accepted for what they are: self-evident TRUTHS.

Maxims might be considered the redundant backup system when all else fails.

Anyone who is not schooled in the logic of maxims is easily confused for the want of such understanding. The legal profession has a vested interest in keeping the People ignorant of these principles: protecting the need for their "priestcraft." Priestcraft is "the craft of specialists who work to create the illusion their craft is too complex to be understood by anyone else."

It doesn't take a law degree to understand maxims.

The light of truth in maxims cannot be extinguished through the evil works and craftiness of men. They may

be forgotten by many, intentionally concealed by some, but they still exist, no matter what, and they won't go away!

Below are maxims that surround the rightfulness and lawfulness of the Commercial Affidavit Process. This by no means is an exhaustive list:

Regarding Justice . . .

- All are equal under the Law.
- A matter must be expressed to be resolved.
- Claims made without accountability are void.
- Might does not make right.
- Force, perjury or subornation of perjury, voids all.
- Fraud vitiates the most solemn promise.
- While the battle continues, he who first leaves the field or refuses to contend loses by default.
- You are free to make any decision you wish, but you are never free to escape the consequences of your decisions.
- A laborer is worthy of his hire.
- Thou shalt not steal.
- Notice to the agent is notice to the principal and notice to the principal is notice to the agent.
- Do unto others as you would have others do unto you.

Regarding Truth . . .

- Truth stands supreme.
- Truth affects but cannot be affected.
- Truth is expressed in the form of an affidavit.
- Truth will out.

- An un rebutted affidavit stands as the truth.
- An affidavit must be rebutted point-for-point.
- Thou shall not bear false witness.
- Ignorance is no respecter, it affects all without regard to position or title.

#### Regarding Sovereignty . . .

- It is self-evident that all men are endowed by their creator (God) with equal and unalienable rights.
- The created cannot be greater than its creator.
- A man can give to another no more than he himself has.
- A man may not with impunity infringe upon another man's rights.
- The People are Sovereign.
- In America the government is the servant of the "sovereign" People.

#### Regarding Power and Authority . . .

- We cannot give to anyone or anything any power or authority we do not have.

#### Failed Legal System

Although the court system MAY have an essential part to play once the Commercial Affidavit has been served AND ANSWERED, that system is not and cannot be invoked until the charges in the affidavit have been answered by (1) acquiescence, (2) rebuttal or (3) default: until that point, THERE IS NO DISAGREEMENT TO ADJUDICATE. A disagreement could arise only from a rebuttal.

But even though it would be feasible to involve the court system to adjudicate such disagreement, no one seeking JUSTICE really would want to do so because the court system has become extremely costly, very slow and corrupted by the conniving convolutions of man-made rules and legalisms and by the natural inclinations of those who live from the legal system to promote the financial success of the legal business!

If any adjudication is found necessary (only in the event of rebuttal) it will be done by a common law jury invoked at the discretion of the Claimant (see "RESOLUTION BY JURY" below). In stark contrast to the equity court system of today, the CAP system is so effective in exposing the truth, in rendering and enforcing justice, that it is a lethal weapon in the war for the freedoms and liberties — the unalienable rights — of the People.

#### Private Matter

The Commercial Affidavit Process places the full power of justice back in the hands of the common man. It cannot be overstated that the whole Commercial Affidavit Process is not dependent on the court system. It functions quite well on its own outside the current legal system.

It needs to be thoroughly understood that because it is driven by SWORN TRUTH, the Commercial Affidavit Process is outside the jurisdiction of any equity court. It is a private contract matter. Should an attempt be made to involve an equity court it would result in a trespass against the Affiant's rights: those interfering individuals, who were unlawfully involved, would themselves become one of the accused. An equity court has no jurisdiction whatsoever, for the CAP is strictly a non-judicial or pre-judicial process between individuals and is private.

This alone presents a very real dilemma for those who are accustomed to using the legal system to work wrongs and trespass against others with seeming impunity. They can't hide behind a legal system that only dispenses justice to those who can afford to play the game. Those who are used to shielding themselves under "sovereign immunity" protections, hiding behind legions of attorneys and judges, and using other "legal tricks" now have none of this protection.

NO judge, court, law, or government can invalidate these commercial processes, i.e., an affidavit or complaint or a lien based thereon because no third party can invalidate someone's affidavit of truth. A judge CANNOT interfere with, tamper with, or in any way modify testimony without disintegrating the truth-seeking process of his profession, destroying the very fabric of his own occupation and abrogating the First Amendment which was established to protect truth. For a judge to interfere with testimony is to commit professional suicide and to invite countless civil and criminal repercussions. ANYONE who tampers with testimony is a threat to the peace and security of society, violating its laws and acting as its enemy and is therefore justifiably subject to the appropriate penalties. The Commercial Affidavit Process is by its very nature private, and strictly between parties of interest, only. It is unequivocally non-judicial.

### Sworn Truth

The foundation of the law, commerce and the whole legal system consists in telling the truth ("I solemnly swear to tell the truth, the whole truth ...") either by testimony, by deposition or by affidavit. Every honorable judge requires those who appear before him to be sworn to tell the truth and is compelled by the high principles of his profession to protect and seek out the truth.

A Commercial Affidavit is an Affidavit of Truth. It is the sworn testimony of the Affiant who solemnly swears that the facts contained therein are true, correct and certain. Every claim made in the Affidavit is backed up by documentary evidence that is provable without any contrivance.

### Meeting The Demands

If (as is usually the case) the Accused recognizes the charges are true and/or decides (correctly) that the wisest thing to do is meet the demands rather than face the staggering punitive damages which accompany the issuance of the Criminal Complaint, the Accused has the option of simply meeting the demands for redress as required by or negotiated with the Claimant. If the Accused has the good sense to meet the demands of the Claimant, then the wrongs have been satisfactorily redressed; and that is the end of the issue: all charges are resolved; the Commercial Affidavit Process is closed.

Anyone is free to use the CAP system; but it is a two-edged sword: it cuts both ways! Anyone who undertakes it MUST follow the maxim, "Be honest with yourself," because, especially under the Commercial Affidavit Process, "Truth will out!" Consequently it is extremely important to ensure that everything in the affidavit is true and un rebuttable.

### Acquiescence

When one is the Accused in a commercial affidavit process properly (truthfully) done, by far THE WISEST COURSE IS TO REDRESS THE CLAIMANT AS DEMANDED — whatever must be done to accomplish it.

Should the Accused be misguided into choosing ANY response other than acquiescence, the Criminal Complaint will issue accompanied by the Commercial Lien based on the Complaint's ledger of charges, counts, redresses demanded and ADDING (1) PUNITIVE DAMAGES and (2) INCARCERATION as provided in the applicable federal and/or State criminal codes. Although it is extremely unlikely in the face of a properly done affidavit, should the Accused believe that Affiant's charges are somehow in error, he or she may (DURING THE GRACE PERIOD ONLY) rebut any such charge; however, (1) such response will NOT avoid issuance of the Trial Criminal Complaint; (2) the Commercial Lien will still issue for any charges not rebutted AND (3) a second Commercial Lien will issue for any rebutted charges about which the Common Law Jury thereby convened remains unpersuaded! Hence REBUTTAL (unless 100% successful — which is highly unlikely) WILL NOT AVOID the horrendous PUNITIVE DAMAGES and INCARCERATION provided by law.

### Rebuttal

The sworn Affidavit will stand as truth if not timely rebutted by the Accused. In the instant case, thirty (30) days.

The only one who can rebut a Commercial Affidavit is the Accused who alone, by his own affidavit, must speak for himself and only for himself. If the Accused uses someone else to speak for him, the third party must speak for and in behalf of the Accused as if he were the Accused; and the Accused still stands completely liable as if he himself were speaking. If however, the third party is identified as separated from the Accused, he also becomes a co-party with the Accused as an accomplice, thus a co-conspirator having no immunity whatsoever.

Every charge or claim contained in the Claimant's Affidavit must be rebutted point-for-point by the Accused. The Accused's rebuttal must be done in the form of an Affidavit of Truth. That means it must be SWORN TESTIMONY and must be signed by at least two witnesses. The Accused/Affiant must swear to the truth, the correctness and the certainty of his or her rebuttals within that affidavit, thereby assuming complete liability for the statements contained in it and must be prepared to prove his or her statements, preferably with documentation that is unimpeachable.

Failure to follow the correct process of rebutting the charges or ANY ATTEMPT TO PRESENT REBUTTAL EVIDENCE THAT IS NOT SWORN AS BOTH TRUE and "THE WHOLE TRUTH" INVALIDATES such response as if no evidence or rebuttal were given at all. SUCH FAILURE IS FATAL TO THE DEFENSE!



If a proper rebuttal is offered, any of several conclusions may result:

1. If any or all charges are rebutted, those charges will (at Claimant's discretion) be resolved as described under "RESOLUTION BY JURY."
2. Any charges not rebutted or redressed will result in a DEFAULT CONVICTION for those charges and the issuance of a "non-trial" criminal complaint which will be covered under "CRIMINAL LIABILITY."

### Resolution By Jury

The Claimant may accept or reject Accused's rebuttal of any charge, point-for-point. Claimant's acceptance of the rebuttal of any point resolves that point. At the discretion of the Claimant ALL UNACCEPTED POINTS may be either resolved by another affidavit on those points, repeating the process. The fallout of all the Affidavits are resolved by a common-law jury. If and when the jury system is used, the Claimant will draft the Criminal Complaint, subpoena a jury, and the process will move to a full-blown, common-law criminal trial.

If the matter goes to a common-law criminal trial, the trial will be held under the rules of common law. These rules are significantly different from those in an equity court proceeding. In common-law trials, technical rules are virtually non-existent. Like its name, the rules of common-law trials are from common sense. The procedure is very simple and straightforward. It's designed to arrive at the true facts, assess guilt and render a just verdict without undue delays or fancy maneuvering, thus eliminating delays intended to forestall or get the Accused acquitted on some technicality. The jury is the real boss. It decides what is relevant and what is not. The jurors hear what they want to hear and exclude what they feel is not relevant. The Claimant or his appointee becomes the prosecutor, and the Accused or his appointee becomes the defense attorney. The parties of interest (the Claimant and the Accused) may have anyone they want as counsel, professional or not.

The risk faced by the Accused is very real. A common-law court only recognizes common law, and it applies common-law decisions. Equity court decisions and rules that conflict with the common law are without standing in common-law proceedings.

In the Commercial Affidavit Process, the claimants are almost always sovereign Citizens. As such they have legal standing at common law. The Accused are usually "subject citizens" being charged with crimes against "sovereign Citizens." Typically the acts committed have been done under colorable law with colorable authority or colorable jurisdiction, in which case is patently unconstitutional and therefore void, leaving the Accused defenseless: so a second Commercial Lien will issue for those redresses and punitive damages of which the jury has not exonerated the Accused.

### Due Process

In order to meet the demands of due process, the parties must have reasonable time to express their versions of the controversy ("In order for a matter to be resolved, it must be expressed.") Therefore a grace period must be allowed, commonly referred to as "commercial grace." Many court jurisdictions allow only 20 days, which may be sufficient; but the Claimant in his discretion believes that 30 days is more reasonable. At the Claimant's discretion, even more time may be granted without notice; HOWEVER, that does not

relieve the defense of the obligation to respond within the time of commercial grace given — default falls by declaration in thirty (30) days.

How important is it to **TIMELY** answer the accusations made in a Sworn Affidavit of Truth? **IT IS VITALLY IMPORTANT!** If the Accused fail to properly and timely answer, he stands to lose all and will have foreclosed to himself any future possibility of redressing or rebutting those charges. The primary objective is to insure justice quickly and with a minimum of difficulty. Failure to timely answer is fatal to the outcome. It is equivalent to abandoning the battlefield and causes loss by default ("While the battle continues, he who first leaves the field or refuses to contend loses by default.")

The Accused, having started the contest by violating and trespassing upon the Affiant's rights, cannot with impunity leave the contest. The victory and the spoils goes to him who stays and is the last to leave the battle. The loser loses and in so doing, grants the spoils to the victor. There is no recovery for the loser; notwithstanding any new battle which may ensue, the loss still stands; it can't be set aside. Consequently, the Accused's failure to redress or rebut charges contained in a Commercial Affidavit is tantamount to abandoning the battlefield: thus losing by default.

Some in government, by trying to hide behind some rule or procedure that requires Claimants to follow some predetermined course or time limit, commit a fatal error! They are usually relying on some statute or other inferior level of protection, which might apply to those who are subject to such jurisdiction, but not to sovereign Citizens. When "estoppel by acquiescence" caused by failure to timely answer enters the picture, as it surely will in this setting, the result has a far-reaching impact on the future of each Accused.

### Criminal Liability

Responding to the Commercial Affidavit is critically important: the Accused is usually being charged with very serious crimes that carry very heavy, punitive penalties. The law has always viewed trespassing upon unalienable rights as being an offense so serious that it is beyond satisfaction merely by payment of the approximate money damages demanded.

The Affidavit is a commercial complaint, but it is not yet a "criminal" complaint. The main distinction is that by resolving the charges during the Affidavit stage, the Accused can get off by simply redressing the grievances as specified in the Affidavit or as mutually negotiated. If the Accused recognizes his or her errors and wants to redress the Claimant but does not have the ability to do so within the time limit, the Accused may contact the Claimant and express that desire with a written statement to that effect. Then arrangements can be made to stop any further action. If some such arrangements are not made, then the **CRIMINAL COMPLAINT** issues adding **PUNITIVE DAMAGES** and **JAIL TIME!**

The Criminal Complaint is in reality a ledger in which those details which were omitted in the Affidavit are (now) spelled out. It lists the causes of action, the number of counts, redresses demanded and the **MASSIVE CIVIL PENALTIES** (which occur when unalienable rights are violated), thus compounding the problems for the Accused: now, on top of the redresses being demanded, massive **PUNITIVE DAMAGES** are added as well! Normally this increases the cost to the Accused by a factor of at least a hundred if not a thousand fold. The effects of the criminal complaint invariably destroy all prospects for the future of the Accused!

### An S.E.C. Security

When the Commercial Affidavit has matured, (after 30 days) it is evidence of a debt and/or obligations. In order for it to be classed as a security, it must carry the United States Securities and Exchange Commission (S.E.C.) TRACER FLAG on it from the very beginning. As a security it must conform to the rules governing securities and must be identified and monitored as such from the beginning.

### A Ledger Identifying The Penalties

Since the Criminal Complaint is in reality a ledger in which the causes of action and the number of counts are listed and the civil penalties (punitive damages) determined, the criminal complaint acts as a punishment tool for wrongdoers who will not repent.

Should the Accused be so foolish as to ALLOW the Criminal Complaint to be activated (i.e., fail to answer by redressment or rebuttal), the war is over: all that remains is collecting the spoils of battle. The Accused has lost and lost in a very big way. In all probability the Accused will never recover from the consequences.

This is true is because THE "TRIAL" WAS GOING ON DURING THE 30 DAYS. To compare the Commercial Affidavit Process to a conventional trial would look like this: The Commercial Affidavit presents the prosecutor's case in one fell swoop. The moment the Accused is served, the defense process begins. THE ACCUSED THEN HAS 30 DAYS TO MAKE A CASE. IF during that time the Accused make no defense nor redress of the charges, he or she then stands convicted by default! The "trial" is now over. The Criminal Complaint is only a formality to calculate the punitive damages against the Accused which thus have been awarded to the Claimant.

Accompanying the Criminal Complaint is the COMMERCIAL LIEN which issued by CONSENSUAL DEFAULT against all the assets of the Accused. This effectively gives the Claimant lien rights against all of the property of the Accused. Such a lien may be filed in the county recorder's office; however, this filing is not a necessity, but, a convenience. Any common law commercial lien will stand by law for one hundred years or until the damages have been collected. In most cases that means practically forever because the Accused does not, and probably never will have enough property to satisfy the damages thus assessed.

Now the full power of the legal enforcement system can be brought to bear to collect the damages owed by the Accused. The Sheriff is empowered to seize pay checks, cars, homes: anything and everything.

### Loss Of Government Employment

The Accused is in fact a convicted felon: unbondable by any insurance company, subject by law to immediate termination if employed by the government and forever barred from holding public office.

### Jail

The Criminal Complaint is turned over to the appropriate Prosecuting Attorney, who must institute a sentencing hearing wherein a judge will impose the incarceration (jail-time) prescribed in the appropriate criminal codes for the offenses of which the Accused stands convicted. Should any such authority fail to prosecute sentencing against the convicted party, the mildest charge then faced by such authority is Felony Mispriison; but such Prosecuting Attorney could also be charged with conspiracy to aid and abet the convicted party in commission of the same offenses.

Under our current political situation, where the enemies of the People often occupy positions of power and authority and those same people can prevent or slow the wheels of justice, there are still many ways to publish the convictions and misdeeds of parties so convicted that can be even more humiliating to the convicted than the normal methods of publishing the results of their conviction.

### Summary

The fundamental purpose, and one of the major objectives of the Commercial Affidavit Process is to educate wrongdoers to the fact they have abused the unalienable rights of a sovereign Citizen and cannot get away with it, and to give them an opportunity (commercial grace) to repent and undo the wrongs they have done. Unlike the typical criminal trial where the Accused no longer has the option of simply redressing the wrongs he or she has done, the Commercial Affidavit Process DOES give the Accused that option!

Further, the CAP is designed to educate wrongdoers that they are being used by the conspirators in the war against the People. Thus they may see for themselves what is really going on and decide which side they choose to serve.

### Role of the Courts

An affidavit is someone's solemn expression of truth. The foundation of the law, commerce, and the whole legal system consists of telling the truth ("I swear to tell the truth, the whole truth . . ."), either by testimony, deposition, and/or by affidavit.

Every honorable judge requires those who appear before him to be sworn to tell the truth, and is compelled by the high principles of his profession to protect truth and do nothing to tamper with that truth, either directly or indirectly, either in person or by proxy, or by subornation of an affiant or other person.

A judge CANNOT interfere with, tamper with, or in any way modify testimony without disintegrating the truth-seeking process in his sacred profession and destroying the fabric of his own occupation. To do so abrogates the First Amendment, which was established to protect truth. It is committing professional suicide, as well as inviting countless civil and criminal repercussions.

ANY judge who tampers with testimony, deposition, or affidavit, is a threat to the Commercial Peace and Dignity of the County, State, and United States of America, thereby violating the laws of all those political subdivisions and acting in the nature of a foreign enemy agent (A MIXED WAR), justifiably subject to penalties of TREASON.

WHOEVER acts against Commercial Affidavits without executing the necessary Commercial Paperwork under affidavit is subject to being charged criminally. Said charges begin with FRAUD, which is gaining at the expense of the loss of another using trickery or deception, and the charges expand from there to include all those violations that extend to and are a natural outgrowth of such fraud.

Commercial processes are fundamentally non-judicial and pre-judicial. NO judge, court, law, or government can invalidate these commercial processes; i.e., an affidavit or a lien or complaint based thereon, because no third party can invalidate someone's affidavit of truth. To act against such affidavit is to create a situation and or enhance the condition of A MIXED WAR. No one can rebut an affiant except a party (e.g., a lien debtor) who alone, by his own affidavit, must speak for himself if challenged. Only

someone himself knows his truth and has the right and responsibility to assert it.

The MIXED WAR situation and or condition is that where those in authority have violated their oaths of office, violated the fundamental law they took an oath to uphold and protect, violated the codes, statutes and regulations that govern them thereby they disregarded the peace and safety of the community by their actions, acting for undisclosed foreign agents or governments, against those whom they swore to protect [see Black's Law Dictionary on *War*]. Simply, an act or acts of TREASON in a secret war against the people.

### **Notes on the Above Article**

What you have read gives you the theoretical foundation for most of this manual. Practically, there are difficulties with the strategy described above. Conducting a common-law criminal trial is not easy, as the author noted. The court system has, for practical purposes, extinguished that option. Thus, territorial gangsters are often shielded from criminal prosecution. However, the one aspect of the strategy that can still be effective is Commercial Liens. As of this writing, it seems that no judge can extinguish such a lien *if it is properly executed*.

### **Constitutions as Enforceable Contracts**

The Commercial Lien Strategy depends upon one "maxim" as its linchpin: the idea of a constitution as a specific performance contract between a governing official and the people in a particular jurisdiction. Some writers (such as Lysander Spooner) have denounced the U.S. Constitution as a fraud, on the grounds that it is not an enforceable contract (see Report [#TL07: The Constitution of No Authority](#) available at this website).

The Commercial Lien Strategy, by contrast, holds that constitutions *are* enforceable contracts. The instruments of contract? OATHS OF OFFICE. The Commercial Lien Strategy assumes that, when an official signs an oath, he/she *signs a contract* to exercise the powers of office within the limitations of the constitution and the laws. On paper, there are sanctions against officials who violate their oaths.

**"Whoever, having taken an oath before a competent tribunal, officer, or person, in any case in which a law of the United States authorizes an oath to be administered, willfully and contrary to such oath states or subscribes any material matter which he does not believe to be true, is guilty of perjury and shall be fined no more than \$2,000.00 or imprisoned not more than five years or both." 18 U.S.C. §1621**

In practice, it is very difficult to prosecute a malfeasant public official. However, such officials may be exposed to great *personal, commercial liability* for violating their oaths of office.

Apparently, many government officials realize this. Alfred Adask, editor/publisher of *The AntiShyster*, writes:

"A friend of mine recently asked the [Texas] Secretary of State for copies of Governor's and AG's oaths, but received no response for nearly two months. Finally, he received a copy of the AG [Dan] Morales's oath which was dated January, 1991, but was not *file stamped* until March 26, 1993. *Very suspicious*. Governor [Anne] Richard's oath is yet to be found by the Secretary of State. Likewise, *very suspicious*."

"It appears possible (probable?) that the Governor and AG had not taken their oaths of office for two years after they were elected. If so, they were (are?) probably in office *illegally*. It would follow then, that anything they'd done or signed in an official capacity in the last two years might also be unlawful and without legal merit.

"The potential for legal havoc could be huge. Laws signed by the Governor during the last two years might not be lawful; the entire Executive branch of the Texas State government might be without lawful authority to enforce any law or regulation; innumerable criminal convictions might be reversed. All of the civil court cases prosecuted by Attorney General Morales and the entire AG's office (which derives its authority from the AG's oath) might also be unlawful.

"Of course, it's virtually impossible that the courts will rule that all official acts of Texas for the last two years are unlawful. But whether those official acts are bogus or not, there is an infinitely more important question:

"*Why* weren't the oaths of the Governor and Attorney General of Texas — the two most important officials in the Executive branch of our state's government — on file at the Secretary of State's office?

"*Why?* Some sort of clerical error?"

"I don't think so. **I think the oaths were missing because they didn't exist . . .** [Emphasis added]

"So perhaps some officials simply choose to be 'oathless' in an attempt to 'cover their butts' from being sued (or 'liened on') for not 'upholding and defending' the state constitution? Could be."

### **Bonding of Government Officials**

Some *pro se* litigants postulate the requirement that government officials be "bonded." As far as anyone knows, this theory has not been tested in court. Nonetheless, some readers of this manual may wish to research this topic further. Therefore, what follows is a brief exposition of the theory.

The "bonding" theory states that most elected officials and government administrators (perhaps even lawyers), are legally required to be "bonded." That is, they must purchase a "performance bond" (a kind of insurance policy) which guarantees that the official will perform the duties required by his office.

In the event the government official fails to perform his duties, any party injured by this breach of contract can recover the cost of his damages from the bonding company.

According to these *pro se* litigants, despite the legal requirement that government officials be bonded, many, perhaps most, are not. Therefore, the "bonding requirement" strategy is based on first determining if a given official is legally required to be bonded. Then, if he is bonded — and evidence can be shown to the bonding company that he is failing to meet the performance requirements of his bond — the bonding company may revoke the bond or raise his premium, which should help "encourage" the wayward official to obey the law.

Further, if the bond is required by law in order to hold a particular office, once that bond is lost, it's possible that the office must also be surrendered.

If the official is not bonded, then the lien process includes notifying the government official of this legal deficiency. If he does not correct the deficiency (purchase a performance bond) within 90 days, then anyone damaged by his actions can file a commercial lien on the government official for all of his personal property.

Also (according to this theory) a government official's bond is dependent upon his legal immunity, and that immunity is to some extent based on having a legal Oath of Office on file (usually with the Secretary of State). If his Oath of Office is insufficient to meet the Constitutional or statutory requirements, he may lose his immunity and his bond. If he loses his bond, he becomes personally liable ("lienable") for any illegal act he commits in office.

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## Chapter 3 - Basic Concepts of Liens

### Lien — Definition

"Lien. A claim, encumbrance, or charge on property for payment of some debt, obligation or duty . . . Qualified right of property which a creditor has in or over specific property of his debtor, as security for the debt or charge or for performance of some act." **Black's Law Dictionary**, 6th Ed., p. 922 [emphasis added]

A lien is a public declaration of commercial debt and/or obligation. "Debt" usually refers to money or property. "Obligation" usually refers to the fulfillment of specific performance. Examples include the fulfillment of oath of public office or the provision of the tax-financed due process, as in the provision of a jury trial instead of a summary process.

Examples of liens include mortgages and automobile loans. In both instances, the possessor has the right to use the property. However, he may not sell or otherwise alienate the property without first satisfying the lien. Any attempt to evade the lien is known as *poundbreach*, which is a felony in most jurisdictions.

An individual who has no debt, no need to borrow money and does not contemplate selling or refinancing his house or car can probably live with a lien for a long time. However, most people (especially most government officials!) do not fall into that category. Therefore, even though a Commercial Lien does not cause outright forfeiture of property, it can still cause significant hardship.

Even more vexing to the lien debtor is the fact that the lien is not causing him any actual *damages*. **Rather, it prevents him from doing that which he may want to do. Therefore, suing the lien claimant for damages is not easy, provided that the lien has been properly executed.**

### Types Of Liens

- **Common Law Liens** are non-commercial "*Lis Pendens*" Liens that must be upheld by judicial action in a court before claims to assets can be executed. Common law liens are usually used more in a defensive way to shield and protect assets, rather than an offensive way to lay claim to assets. (See further discussion under Comparisons).

- **Equity Liens** arise from an equity court or administrative court.
- **Statutory Liens** are established by the statutory laws of the state.
- **Mortgage Liens** are created by contract between borrowers and lenders, with the asset of the borrower pledged as collateral to the lender.
- **Mechanics Liens** are typically used by repair service providers as a claim on an item repaired, to ensure payment for repair services rendered. The name originated from when an auto mechanic repairs a car and the owner fails to pay for the repair. Then the mechanic can file a lien on the car.
- **Commercial Liens**, also known as contract liens, are true bills in commerce publicly declared. A true bill in commerce always contains, and is characterized by, a one-to-one correspondence between an item or service purchased and a debt owed. This commercial relationship is what is known as "just compensation" (5th Amendment, U.S. Constitution). A normal true bill in commerce is private, whereas a commercial lien is publicly declared, using means such as media advertising and/or filing at the County Recorder. When it is uncontested by a categorical point-by-point rebuttal of the affidavits, it is considered an account receivable security (15 U.S.C.).

In general, commercial liens (e.g., mechanics and workmens liens) take seniority over common-law liens, which, in turn, take precedence over mortgage liens. Tax liens are classified as commercial liens, which is why they are so troublesome.

### Comparisons

Common Law liens are well-known in the Sovereign community for asset protection. They are considered non-commercial, because they do not contain a declaration of one-to-one correspondence between an item or service purchased and the debt owed. Thus, they don't represent true bills in commerce. Because of that defect, a non-commercial lien must be adjudicated by a court of common law before the asset can be claimed by the other party, and is therefore known as a *Lis Pendens Lien*. The commercial value of a *Lis Pendens Lien* rests upon the outcome of the pending litigation. Hence it is a security, but is not an account receivable until it is adjudicated as such.

So, common law liens are normally used as defensive shields, in that by placing it on one's own asset to be protected, no other party can legally get access to the asset without first challenging the lien in court. That's why it is called a *Lis Pendens Lien*. The lien might be filed at a county recorder and never be challenged in court, because parties who have no just and legal right to the property will usually avoid the risk of failing to prove the claim in court. It is considered asset protection, since it is difficult or impossible for anyone to get at the equity in an asset if a *Lis Pendens Lien* of sufficient size has senior position.

A commercial lien, by contrast, is offensive in nature, in that it declares a legal right to someone else's asset as a debt owed as a one-to-one correspondence with an asset that was given. It is not a *Lis Pendens Lien*, because the exact value is already specifically determined, consistent with the laws of commerce. It is a true



bill in commerce. Although a commercial lien can be challenged by a common law court or by a 7th Amendment jury trial, it does not require a court process or a court judgment for its establishment, validity, or effectiveness.

A commercial lien may not be removed by anyone except the lien claimant, or a properly-convened, properly-conducted jury trial (due process). It may not be removed by a summary process. A summary process is too vulnerable to bribery, kickbacks, and fraud of process.

Like the common law lien, the commercial lien can be filed by common citizens, without the aid or expense of a lawyer, and without the approval or interference of the courts. You do the necessary research, you fill out the lien, you have it notarized, and you file it with your County Clerk. It's simple, inexpensive, and so powerful it can give a common person an enormous amount of legal "leverage" that is largely beyond the reach of the courts. (In some counties among the thousands of counties in the U.S., you may find recalcitrant clerks who will refuse to file your properly-executed documents. While such clerks are violating their sworn public duty to record and make a matter of public record your properly-executed documents, as a practical matter suing a recalcitrant county clerk usually will be less effective than various alternatives. Your best bet is probably: (1) Be low profile in recording any properly-executed, good-faith documents. Don't particularly discuss the contents of the documents you're filing with the clerk. You're not trying to hide anything — after all, you're making a matter of public record various statements you are affirming the truth of, in good faith. But attracting undue attention may impede the progress of anything you may wish to make a matter of public record. (2) If you do run into a recalcitrant clerk who doesn't like what you're doing, simply try another county, or try the same county on a different occasion. This fits very well with our strategy of "creating your own creative alternative" when confronted with certain bureaucratic obstacles. (3) You could as a different alternative try using appropriate media publications to make your documents a matter of public record (by "publishing the document"). You'll need to research the particulars of how to do this in your area, if you use this option. But finding a county clerk that does their job routinely and properly is probably lower-profile.)

Unlike the common law lien (used to defend property you possess), a commercial lien is "offensive" in nature since it enables you to "attack," threaten, or seize someone else's property which you do not possess. The fundamental difference between commercial and common law liens centers on the issue of possession. In many states, such as Oklahoma, a common law lien can only be filed against property which you lawfully possess; this was decided in the Oklahoma Supreme Court case Williamson v. Winningham, 186 P.2d 644. Check the laws in your own state. A commercial lien, by contrast, can be filed against the property of anyone who owes you a financial debt or duty of performance, regardless of whether you possess their property or not.

### **Liens vs. Levies**

"**Levy**. A seizure. The obtaining of money by legal process through seizure and sale of property; the raising of the money for which an execution has been issued.

"The process whereby a sheriff or other state official empowered by writ or other judicial directive actually seizes, or otherwise brings under her control, a judgment debtor's property which is taken to secure or satisfy the judgment." **Black's Law Dictionary**, 6th Ed., p. 907

A **levy** is the outright *seizure* of a property in satisfaction of a debt or obligation. A **lien**, on the other hand,

is an *encumbrance* on property. Although the two often accompany one another in judicial or commercial actions, they are not the same thing.

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## Chapter 4 - Procedures and Implementation

### **Research**

First, obviously read everything in this manual, and anything else on the subject you can find. While this manual provides all the most important basic information, it does not presume to possibly cover comprehensively everything you would ever need to know on commercial liens. New information is coming out every day, and you may discover additional information from your own research and experience. Further, because Terra Libra is not in the business of giving licensed legal advice, even this manual cannot be relied upon as your law. This is simply information we believe to be accurate, and it is your responsibility to confirm that it complies with the laws in your state, to protect yourself.

It is assumed that you will already have specific purpose in mind, for the use of the lien. You either have had property taken by officials in government-related agencies, which you would like returned, or you have otherwise been damaged by their specific actions or failure to fulfill their obligations in office. Or, you have some large ideological goal you would like fulfilled for the benefit of society at large, like Mr. Marsh's lien against the U.S. Government. Whatever the case, much of the language of the documents to be used will have to be composed by yourself, to articulate the necessary factors for the fulfillment of your chosen purpose.

### **Notice and Demand**

The first document you will be creating is the "Notice and Demand." It is imperative that this step be included before filing the lien; otherwise, if this step is skipped, you could be prosecuted, convicted, fined, and jailed for failure to follow legal due process. Properly following due process is part of your actions being done in good faith.

After an errant official has been served a Notice and Demand, he must be given a lawfully adequate period of time (check your local jurisdiction's requirements) to correct his error or breach of contract. Usually this is anywhere from 30 to 90 days.

For example, there was a Notice and Demand reportedly served by Charles Gray (a *pro se*) to Judge Joel Feldman in Georgia (see [Appendix B.1](#)). In this Notice, Mr. Gray alleges that Judge Feldman had broken various laws in the process of taking of some of Mr. Gray's property to repay back taxes to the IRS.

Although you can use ideas from Mr. Gray's Notice and Demand, obviously your own must be custom designed for your own purpose. Yet there are certain common elements that should always characterize it:

1. It should be in the form of an Affidavit, and it should address the individual(s) personally.
2. The Notice should be as concise as possible, preferably avoiding religion or morality. It should focus on applicable law, and contain appropriate citations of law, if possible, to support

what is being claimed.

3. It must quote the legal amount of time given for the recipient to fulfill the demand, and what will happen if the demand is not satisfied within that time.
4. It should give the recipient a certain period of time in which to rebut the claims made therein.
5. Finally, it should be hand-delivered or sent certified mail, return receipt requested.

### **Notice of Default**

If the individual does not respond to or rebut your Notice and Demand (see [Appendix B.1](#)), you should then send a Notice of Default, stating that (1) the recipient has acquiesced to your claims by default, and that (2) payment or satisfaction is expected.

Filing this Notice of Default (see [Appendix B.2](#)) with the County Recorder or Clerk of Court where the lien debtor has property creates a public, legal record in support of your subsequent lien.

### **Commercial Lien**

If, after the lawful period passes without correction, only then can a Commercial Lien be served to the offending official or sent Certified Mail, Return Receipt Requested, and also filed at the courthouse(s) for the county(ies) **in which the offender has property**. The lien must be accompanied by (or must contain) a Commercial Affidavit, containing a ledger of damages suffered. The lien must also cite the law(s), action(s) or obligation(s) that gave rise to the damages. Models of both documents are listed in [Appendix B](#).

### **Lawsuits and Criminal Complaints**

Some *pro se* litigants will first file a lawsuit (Title 42 U.S. Code §1983) or a criminal complaint before filing a commercial lien. This step is included to show a "good faith" attempt to obtain justice according to normal legal procedures. After the courts refuse to consider the litigant's legal complaints (which is usually the case), the litigant declares a state of "Mixed War," and files the commercial lien.

An example of a Criminal Complaint is included in [Appendix B.4](#). If you use it, **you must change the document to suit your particular situation**. There is no "fill-in-the-blanks" magic here!

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## **Chapter 5 - Mistakes and Pitfalls to Avoid**

### **Defective Legal Form and Procedure**

When filing any lien, it is important to follow the legal forms and procedures of your state or locality. Study the statutes for the locality in which you are filing, and follow those forms and procedures religiously. Failure to do so can have serious consequences.

First, you may be civilly liable for "slander of title." In some jurisdictions (notably Louisiana) this is called "jactitation," and a suit to remove the "cloud of title" and recover damages is known as an "action of jactitation."

Even worse, in many jurisdictions, someone who files liens in bad faith, or who uses defective forms or procedures, can be convicted of "felony slander of title." An example of the possible repercussions is shown in the following newspaper article:

**Headline on March 3, 1993, front page of the *San Luis Obispo Telegram Tribune*: "Bogus Lien Filer Convicted."**

"When Sheriff Williams tried . . . to refinance his . . . home . . . a routine check of county records . . . showed someone had placed a \$100,000 lien on the home . . . The lien was filed by 'Steven K. Jones, whom Sheriff Williams had never seen,' until they met in court on the issue of the lien.

"Jones defended himself without a lawyer against charges he filed the bogus liens against property owned by Sheriff Williams and six others . . . who were involved in the sale of his truck . . . conducted by the Sheriff's Department to collect a portion of the \$22,000 in back taxes the Franchise Tax Board says Jones owes.

"Liens were also placed on property owned by the towing service operator who seized the truck and on the man who bought the truck at the tax auction. Jones later placed that man under citizen's arrest for theft of this truck.

"Jones is one of what law enforcement authorities believe is a loosely affiliated group of county residents who call themselves common law citizens — people who take extraordinary steps to disavow government control in their lives. Jones has a notarized document renouncing his citizenship . . . has taken steps to void his birth certificate . . . relinquished his drivers license and social security number . . . and closed his bank account because the bank card, he believes, gives the bank power of attorney.

"Jones's two sons, 13 and 12, sat with his wife throughout the week-long trial. They are taught at home and don't attend school . . . 'I have two small children who I want to see grow up . . . and not be slaves to the government,' he told the jury.

"But the prosecuting attorney said Jones went too far when he filed official looking documents [the liens] for a \$17 filing fee. According to the prosecutor, the documents were 'just garbage.'

"What Jones did is hardly a prank. Liens are a 'ticking time bomb,' said one expert on real estate law. 'The victim doesn't even know it exists. Once a lien is recorded, it remains on the books forever. Having a lien nullified — even one that's fraudulent — requires a court order. That process likely involves hiring an attorney and could take anywhere from months to years.'

**"A jury convicted Jones on two felony charges after deliberating less than a hour. The maximum punishment is three years in prison on each count and a \$75,000 fine."**

"Outside the courtroom, Jones admitted that recording the liens was a mistake. He couldn't tell the jury, Jones confided, but he regrets what he did and blames advice from a Sacramento-based anti-tax organization . . . which he paid \$3,200 to join. He used documents supplied by the anti-tax organizations to file the liens." [Emphasis added]

Evidently, Jones did not substantiate his liens with a "true bill in commerce," nor did he serve the sheriff, *et al*, with the proper **Notice and Demand** (commercial grace). The prosecuting attorney used both of these facts as evidence of bad faith, and easily obtained a conviction. Let that experience be a lesson to others! **Don't use this material unless you are very sure you know what you're doing. Any actual results are your own responsibility. The procedures discussed in this manual are not to be used "for fun." Consider them to be "of academic interest only" if you're less than fully sure, in good faith, of what you're doing. You, and you alone, are fully responsible for any results that might arise from any actual use of these materials. We specifically disclaim any such responsibility.**

### **"Hanson-type" or "Nebulous" Liens**

In the 1970's, a man named Gerald Hanson started filing liens on various government officials whom he regarded as corrupt. According to Hartford Van Dyke, a current exponent of the Commercial Lien Strategy, Hanson's liens were "nebulous." Apparently, Hanson did not connect the officials' misconduct with any specific monetary damages suffered by him. (In other words, they were not true bills in commerce. Therefore, judges ruled that these liens were *Lis Pendens* Liens, rendering them subject to equity proceedings. That, of course, defeats the entire purpose of the commercial lien strategy.

A lien seems more likely to stand if a *specific* official violated her/his oath of office, resulting in *specific and identifiable* damages to you. "Hanson-type" liens and "class action liens" (such as Phil Marsh's) stand on a shakier foundation.

### **Aiming Too High**

Many proponents of the Commercial Lien Strategy have filed liens (like Phil Marsh's) upon the President of the United States, the Secretary of the Treasury, state governors and the like. Whether or not such liens are legally accurate, they create a credibility problem. First of all, did the President (for example) damage *you* by his specific actions? If not, your lien has a weak foundation. Second, if you file such a lien, you may temporarily get the attention of the public official (and some headlines) but you ultimately risk looking like a "crank."

Rather than aiming to win "big," you may be more effective filing \$10,000 or \$100,000 liens on minor officials (like IRS agents) who have less public sympathy, and are easier targets. Judges and sheriffs are more difficult, but not impossible. In the case of a judge or a sheriff, it may be advisable to give more *Notices of Demand* than you technically have to. This shows "good faith," and gives the other party a chance to correct the fault.

### **Beware of "Exotic" Arguments**

Another "double-edged sword" is the insertion of books like *Silent Weapons for Quiet Wars* as evidence for a lien or a suit. The question here is not one of merit, but effectiveness. Can you win with such evidence? The answer is, "it depends."

Dr. Gene Schroeder, of the American Agricultural Movement, appealed a case last year, in which he submitted evidence that the Federal court's Admiralty jurisdiction was obtained by a *written declaration of war upon the American people*, enacted by Congress March 9, 1933 (48 Stat. 1). He states that two Federal judges involved with the case *resigned* ("retired") shortly after the appeal was over. So, yes, it *can* work.

However, the risk of this approach is obvious. Unless your evidence is very strong, and you (or your lawyer) have *superb* presentation and speaking skills, you risk looking like a "mental case" if your action ever comes in front of a jury.

The key here may not be legal, but psychological. You need to have an accurate measure of your opposition. If your "exotic" evidence is strong, and you can scare off the prosecutor with an "embarrassing issue," then it may be effective. However, if your opponent is psychologically more secure, that may not work. To put it another way, what you can frighten a prosecutor or a judge with is one matter, but what you can convince "twelve people in a jury box" to believe may be quite another!

Before you use such evidence (either in a lien or in court) you should take an honest inventory of yourself. Do you have the psychological acumen, the strategic thinking skills and the rational courage (which does not cross the line into recklessness) to *effectively* use this evidence? If so, well and good. If not, you may wish to use more conservative strategies.

**"Know yourself, and know your enemy, and in a thousand battles you will never be in peril" — Sun-tzu, *The Art of War***

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## Chapter 6 - Obstacles and Strategies for Overcoming Them

### Refusal to File Liens

There have been instances reported (in California and Ohio, primarily) where county recorders or clerks of court refuse to file Commercial Liens on government officials. Usually, they have been instructed by their (frightened) superiors to do so. One strategy for dealing with this problem (based on the Uniform Commercial Code) is described by David DeReimer as follows:

1. Bring at least two **witnesses** along to every face-to-face meeting with the clerk, Recorder of Deeds, Sheriff, etc.
2. After the meeting, have your witnesses prepare sworn **affidavits** of whatever they saw and heard the clerk, official, sheriff, say, do, etc.
3. Get a *written* explanation or reason from clerk who refuses to record your document.
4. As per your state Uniform Commercial Code section 3-505/501, send a "Notice And Demand For Exhibition Or Presentment Without Dishonor" by *certified mail* to the office that refused to accept your lien, demanding that they exhibit:
  - a) The Statute or Law passed by the Legislature which authorizes them to condemn the "Public" records for their personal and private use;
  - b) Their personal Bar/Lawyer I.D. Number issued by the State Bar or State

Supreme Court which authorizes them to make "Legal Determinations"; and,

c) The Statute or Law passed by the Legislature which authorizes them to edit and/or censor documents *prior* to recording.

Give them reasonable time (30 days) to comply with your DEMAND to prove written authority, and then put them ON NOTICE that the "Law of Principal and Agent" specifies that "The Agent is *personally* liable for acts not authorized by the Principal." As such, unless there are laws granting the clerk the power to refuse to record certain documents, the clerk/agent has no corporate veil of immunity for his refusals and may be *personally* vulnerable to a lawsuit.

5. If, after the reasonable time has elapsed, and they have failed to produce the *written* "authority" you Demanded, send a Notice Of Default by *certified mail*, noticing them that they have defaulted by not answering. In it, provide them with a "right to cure" their Default by recording your original lien (or other documents) without further interference, or suffer the consequences. Allow 10 to 30 days for their response.

6. If they don't respond in the 10 to 30 days, send them via *certified mail*, a "Notice of Amount Due" for the damage caused by their injury to you (or your Property Rights) by their defalcation, dereliction of duty, default, and unauthorized "Refusal to Record" in a sizable amount (\$1,000??). Again, give them reasonable time (30 days) to pay you.

7. After the 30 days reasonable time has passed (plus 4 or 5 days for the mail), send them *certified mail* a "Final Notice of Amount Due" for the damage caused by their injury to you. Again, give them reasonable time (30 days) to pay you the amount of damages you've demanded.

8. If they don't pay your "Final Notice" Demand in 30 days (plus 4 or 5 days for the mail), go to the Country Elected Peace Officer (Sheriff), present copies of the two *certified mail* Demands for payment, sign a "Distress Warrant" or "Distrain Warrant" stating that you have NOT been paid, and have the Sheriff go get your money or sell the clerk's assets.

9. If the Sheriff refuses to execute your "Distrain Warrant," inform him that you personally will perform his sworn duty FOR HIM, and on his behalf. Inform him, also, that the newspapers will be informed that he has refused to perform his own sworn duty but continues to cash his pay check, and that this constitutes FRAUD by him since he only performs "Selective Enforcement" of the law — which is unlawful. Inform him that the resultant publicity may have a negative impact on his chances for running for reelection, and that you may have to sue him in his personal capacity for money damages due to his Dereliction of Duty, Defalcation, Embezzlement of Public Funds, and damage due to his injury to you and/or your property rights.

10. Send the Sheriff *certified mail* a "Notice and Demand For Production or Exhibition Without Dishonor" of the Law or statute that authorizes him to:

- a) perform "selective enforcement" of the Law;
- b) accept the People's pay and not execute on lawful Warrants;
- c) personally edit and censor documents, or refuse to perform his duty under his sworn oath.

11. If either the Sheriff or the Recorder of Deeds says that they take their "orders" from some government lawyer, *get that in writing*. After, and only after, you have the above "Admission and Confession" *in writing*, leave their office. Then perform the previous *certified mail* step and add item:

- d) provide the Statute or Law passed by the Legislature that authorizes them to relinquish their office over to another (whoever — regardless of whether they're government attorneys or not) while continuing to accept and negotiate (cash) their pay check after having turned over their office to said "other."

Once the clerks, sheriffs, etc. realize their potential liability, it is likely that they will do their duty long before you get to step 11.

Here's an alternative analysis, which may have a better practical success rate in accomplishing your goal of getting various documents *recorded as a matter of public record, in good faith*:

In some counties among the thousands of counties in the U.S., you may find recalcitrant clerks who will refuse to file your properly-executed documents. While such clerks are violating their sworn public duty to record and make a matter of public record your properly-executed documents, as a practical matter suing a recalcitrant county clerk usually will be less effective than various alternatives. Your best bet is probably: (1) Be low profile in recording any properly-executed, good-faith documents. Don't particularly discuss the contents of the documents you're filing with the clerk. You're not trying to hide anything — after all, you're making a matter of public record various statements you are affirming the truth of, in good faith. But attracting undue attention may impede the progress of anything you may wish to make a matter of public record. (2) If you do run into a recalcitrant clerk who doesn't like what you're doing, simply try another county, or try the same county on a different occasion. This fits very well with our strategy of "creating your own creative alternatives" when confronted with certain bureaucratic obstacles. If you try another county, remember that for some types of documents there may be a requirement that property that's a "subject" of the documents may have to be located in the county of recording. (3) You could as a different alternative try using appropriate media publications to make your documents a matter of public record (by "publishing the document"). You'll need to research the particulars of how to do this in your area, if you use this option. But finding a county clerk that does their job routinely and properly is probably lower-profile.

### **Abuse of Judicial Power**

There have been cases reported of judges who have threatened to jail lienors for "contempt of court" if they do not "voluntarily" lift their liens. In two cases, the judges actually carried out their threat. Such legal coercion on their part is almost certainly unlawful. Nonetheless, some judges will use that tactic, if they think the lienor is vulnerable. To deal with this problem, it is helpful to remember the following:



1. The only reason the judge is making that threat is because he has no lawful means of extinguishing the lien. It is a move of fear and desperation.
  2. Assess your own vulnerability. Will a few days in jail seriously affect your life? If not, you have some psychological leverage. Otherwise, the judge has a lever over you.
  3. If your lien does end up in court, you may want to have a lawyer or a talented *pro se* with you, so that somebody can file an effective writ of *habeas corpus*, if necessary. Also, you may wish to learn how to effectively defend yourself against contempt charges.
  4. If the judge actually does imprison you on a bogus contempt charge, he becomes personally liable for civil damages under Title 42 USC §1983 (or state equivalent), criminal sanctions, and a commercial lien. The judge is taking a risk by violating your rights. He is probably hoping that you don't know how to pursue an effective legal remedy. In many ways, this is a game of "chicken."
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## Chapter 7 - The Coloring Agreement Approach

### **Background**

Many libertarian and patriot *pro se* litigants have had their Constitutional arguments rejected by a Federal judge, with the words "We won't have that document in this courtroom; this is an Admiralty court, not a court of law!" Don Smith, a *pro se* "attorney-in-fact," has devised an approach that may get around this problem. He calls it "The Coloring Agreement." The idea is to make the Constitution and the Bill of Rights *colorable law* in Admiralty jurisdiction. In this way, the Constitution and the Bill of Rights are simply contractual provisions that can be enforced in an Admiralty court. This is a kind of "Chinese box" approach to the Constitution, whereby:

- The Constitution encompasses Admiralty jurisdiction, and
- Admiralty jurisdiction encompasses the Uniform Commercial Code, and
- The U.C.C. encompasses contracts, including the "coloring agreement" and
- The "coloring agreement" encompasses the Constitution, once again!

### **Instructions**

If a Federal, state or local official violates your rights (or credibly threatens to do so), take the Coloring Agreement ([Appendix B.5](#)), substitute your name and the name of the government official in question, and be sure to substitute all references to Arizona law with those of your own state or locality. If the presentee is a Federal official, you may choose to omit the references to state law.

Present the Coloring Agreement to the official in question, either in person or by certified mail. If the official is under oath to defend the Constitution of the United States (or the state in question), (s)he is bound by the agreement, whether or not (s)he accepts it or dishonors it. Present the agreement up to three times. If it is returned (dishonored) each time, then you may sue to compel him/her to accept it, based upon the oath of

office.

Don Smith expands upon the theory as follows: "The object is to create a civil contract (not tort) liability for the government agent for violating your constitutional rights, which rights are probably not part of the agreement that you signed, and is the reason the government agent is bothering you in the first place. This will likely have a chilling effect on the agent's activities toward you; i.e., you will probably not hear from him again . . .

"For any violation, simply file contract (not tort) action to recover the amount specified in the Coloring Agreement's schedule. If the violator is a Federal sworn employee, sue in U.S. Court of Federal Claims, 717 Madison Pl N.W., Washington, D.C. . . .

"When The Beast invades [your] rights thereafter, your suit is in CONTRACT instead of equity. If IRS is involved, this moves the case into the Court of Claims, if over \$10,000, sounding in admiralty-instance. Under \$10,000, the District Court sits as a Court of Claims to enforce the contract dispute if a federal defendant, and if the case sounds in admiralty-instance . . . You WANT TO BE IN ADMIRALTY, not equity, since you don't have any 'squish' in the decision of the court. The same can be done in state court, sounding in admiralty-instance. You need only characterize your pleading as a complaint in the way of libel. Libels may be used for judgments as well as prize. You want strict enforcement of the contract. You don't want *equity civil rights enforcement* . . .

"If the government employee/official ignores the Coloring Agreement and proceeds to violate the rights you have established by contract, you may file a Commercial Lien against him . . ." [for a sample lien see [Appendix B.8](#)].

Smith points out that this approach only creates an agreement between you and the specific government official involved. He also states that it will only work if the official has sworn an oath of office; otherwise the official will simply dishonor the agreement. However, if the official is not under an oath of office, this can still have a chilling effect.

Imagine an official pleading, in court, to have the agreement set aside because he (the official) *has not sworn an oath of office!* This creates many "embarrassing issues." For example, if the official is not under oath, is he an impostor, acting in his own capacity? If not, who does he *really* work for? Are all his official acts legally void? Should all prisoners prosecuted by him/her be released from prison? Rather than open up such a "can of worms," the "oathless" official is much more likely to drop matters and leave you alone.

*Don Smith writes a newsletter, "Writ Rap." To obtain a copy, send SASE to Don Smith, nRa, c/o General Delivery, Laveen 39, Arizona. For back issues or teleconference, send one unopened roll of stamps to the same address, and you will receive three 720 kB disks (Word Perfect 4.2 format). All of Mr. Smith's material used in this manual is reproduced with permission.*

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## Chapter 8 - Final Thoughts

by Alfred Adask

[Editor: This chapter consists of excerpts from several editorials by Alfred Adask, editor/publisher of the *AntiShyster*. All excerpts and quotations from Mr. Adask are reprinted with permission from the *AntiShyster*, P.O.B. 540786, Dallas, Texas 75354-0786, or call (214) 559-7957 — annual subscription (6 issues) \$25. For additional information about the *AntiShyster*, see <http://www.antishyster.com>.]

### THAT'S CONTEMPTIBLE

Precisely because the commercial lien is so powerful, that even judges cannot remove it, you may run into a particularly cantankerous, abusive, tyrannical old judge who can't stand the idea that his powers might not be irresistibly god-like. If you encounter one of these megalomaniacs, he may decide to exceed his lawful power and jail you for contempt of court (for insisting on your lawful rights). Since he cannot declare the lien illegal or invalid, charging you with contempt of court is probably his only recourse — his last resort . . .

So as you already know, you can be absolutely right in your application of the law, and still wind up in the slammer. Therefore, before you start "liening on" government officials, you'd best learn how to defend yourself against contempt citations.

The various lien strategies are not toys for playful *pro se*'s. These strategies appear to be so powerful, so threatening to the "bad guys," that you can bet that they will respond forcefully and exploit whatever powers they have, lawful or otherwise, to defeat these liens. So be careful.

### IT TAKES MORE THAN BRAINS

Judges routinely abuse their authority and get away with it, so what's to stop 'em from abusing their authority in any case involving commercial liens?

You. Your courage. Your commitment. Brains and knowledge are not enough. It also takes guts.

Only you can stop the judicial abuse. And, initially, it'll be tough. There will be some casualties. But what it boils down to is this:

- 1) This is a Civil Rights struggle. It's *political*. That means lots of people. Therefore, you can't go after the system or its henchmen by yourself — you must work with others who are in a position to support you in court, in the media, and, if necessary, in jail.
- 2) Initially, a few folks who file commercial liens will have to be willing to "pay the price" of going to jail in order to draw media attention to the judicial abuse and to the original crimes that precipitated the particular commercial lien. (If that thought is distressing, realize that from the point of view of the "other side" it will be necessary for a few judges to risk being sued, impeached, even jailed in order to "scare" us out of filing liens; i.e., unknown to most of us, the judges are also in jeopardy.)
- 3) A judicial *threat* is not the same as a judicial *act*. Threatening to jail you is not likely to create a "cause of action" since you have not been "damaged." Without the "damage" of false imprisonment, you can't sue/lien the judge himself. So the judge is more interested in threatening (bluffing) you into compliance than in actually jailing you since your incarceration may expose the judge himself to personal liability.

4) Just as judges will try to scare us off with threats of contempt, we must try to scare the judges with "threats" of public exposure, and even civil and criminal charges filed against the judges. The "law" is not the only issue. This is also a test of will and nerve. He's got to know that you won't quit. . . .

You've got to realize that the "practice of law" involves a great deal more than just "law." It involves psychological warfare, guile, bluff, and the ability to "read" your adversary. Remember, despite what you might be led to believe by the movies, court cases are not scholarly "debates" so much as contests, even street fights. Knowing the law is just the beginning. You've also got to be able to "know your opponent" and, also, to keep your opponent from "knowing" you. . . .

It's not enough to have the words. You've got to have the guts enough to stand behind them, *knowing* that you might not win, *knowing* that you might even suffer a serious punishment for saying the words. If the judge smells fear, he can slap you around even if you're right. If he smells courage and conviction sufficient to cause him *personal liability*, he will be reluctant to mistreat you even if you are wrong.

This is not just law, it's politics. And more than politics, it's a fight. A *fight*. Do you understand? Complete with black eyes and bloody noses, and sometimes even worse.

But it's a fair fight, because, as bad as those judges may be, they are human and they know they are outnumbered thousands to one. The judge can hurt you if you stand alone, but if you stand with others, you can hurt the judge.

In the final analysis, the issue will be settled as an act of will and courage. It will be won by the side that refuses to lose.

#### A "SILVER BULLET RIFLE"

"Patriot" and "pro se" publications . . . 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 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 that they are absolutely right, they tolerate no deviation from their "ultimate truth."

Critics, however, remind us that the term "Silver Bullets" 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 forebears, 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 crap-shoot 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. . . .

So, having confessed my belief in Silver Bullets, do I claim to sell 'em in publications like this [AntiShyster]? 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 judgment to reliably strike your target. And, perhaps most importantly, *you* must have or create enough personal courage to pull the trigger.

To fire Silver Bullets, you need more than information, 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 it 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. . . .

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.

Editor's comment: For most worthwhile things, you must expand your personal power. We at Terra Libra don't generally figure there are "Silver Bullet" solutions that will work *all* the time. But Mr. Adask's comments are an excellent exposition of some of the thinking skills required for success in any use you might make of this manual, and for success in general. The conduit (rifle) is you! You are the one who needs to individually determine (in good faith of course) what statutes apply to you. You are the one who needs to apply information in a manner that applies to you in that particular situation. It is then, and only then, that you have knowledge about that subject.

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## APPENDIX A - Sources and Bibliography

### **Further Reading About Commercial Lien Strategy**

The following publications are available from the *AntiShyster*, P.O.B. 540786, Dallas, Texas 75354-0786, or call (214) 559-7957 or visit <http://www.antishyster.com>.

*Commercial Lien Study Guide*, by Alfred Adask

*Commercial Liens II*, by Hartford Van Dyke

*Common Law Lien Study Guide*, by Alfred Adask

### **Paralegal Support**

The Right Way ... L.A.W. — see Report [#LAW01 — The Right Way ... L.A.W.](#)

Don Smith writes a newsletter, "Writ Rap." To obtain a copy, send SASE to Don Smith, nRa, c/o General Delivery, Laveen 39, Arizona. For back issues or teleconference, send one unopened roll of stamps to the same address, and you will receive three 720 kB disks (Word Perfect 4.2 format).

### **Basic Legal References**

*Black's Law Dictionary*, 6th Edition (West Publishers)

Federal Rules of Civil Procedure

Federal Rules of Criminal Procedure

United States Code, Annotated (available at most public libraries)

*American Jurisprudence, Second Edition* (Lawyer's Cooperative Publishing Company)

*Corpus Juris Secundum*

The statutes of your own state or locality.

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## Appendix B — Index of Sample Legal Briefs

**Please note:** You will have to reformat these briefs using your word processing software, and you **MUST** adapt them to your situation, and to the requirements of your state or locality. These are not and (in the nature of things) cannot be "fill-in-the-blank" forms.

B.1 - [Example of Notice and Demand](#)

B.2 - [Example of Notice of Default](#)

B.3 - [Model Commercial Affidavit](#)

B.4 - [Model Criminal Complaint](#)

B.5 - [The Coloring Agreement](#)

B.6 - [Phil Marsh's Lien on the U.S. Government](#)

B.7 - [Nelson Starr's Lien on Judges and IRS Agents](#)

B.8 - [Model Commercial Lien](#)

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### Appendix B.1 - Example of Notice and Demand

This Notice is an example, not a form. This shows what one person in Georgia did. Also, quite a bit of "exotic" evidence is introduced in this Notice. Before using such evidence, you should look up the cited material, and make *your own* decision about whether the information is accurate and useful.

---

CHARLES RONALD GRAY

THE PEOPLE OF THE REPUBLIC OF GEORGIA

Joel M. Feldman, Magistrate/Commissioner



Administrative Tribunal d/b/a United States District Court  
Northern District of Georgia, Atlanta Division  
Richard B. Russell Bldg., 75 Spring Street S.W., Atlanta, Georgia

RE: NOTICE AND DEMAND  
PURSUANT TO 18 U.S.C.S. 645 & 654  
MISPRISON 18 U.S.C.S. 4 & 2382

YOU, JOEL M. FELDMAN, acting under wrongfully assumed Powers and Authority and under pretense and colors of Office, Laws, and Title, are hereby given Notice of ownership of real and personal property stolen, embezzled, converted and/or purloined, by and through certain illegal and unlawful acts, including, but not limited to, wrongful issuance of 2 or more WRITS OF ASSISTANCE, and/or "Warrant For Entry On Premises To Effect Levy" issued by you on April 1, 1992, in Civil Action No.1:92:M-433 (see Exhibits 1, 2, and 3 attached hereto). The same was effected by out of court modes and procedures, and under force of arms on April 6, 1992, by at least 9 agents of your Foreign Principals and Organizations, including, but not limited to, T[erri] Perrine, Revenue Officer; Ken W. Ross, Revenue Officer; and others whose names are not known to me at this time.

You and/or your officers, employees, deputies, assistants, representatives, receivers, servants and/or agents, have illegally and unlawfully seized, stolen, retained and are believed still to be in unlawful possession, custody, and/or control of approximately 400 [four hundred] "Dollars," "Silver," and 5 [five] "Dollars," "Gold," minted by the United States Mint[s], belonging to the undersigned Charles Ronald Gray, which was in safe keeping in the safe, display cases, and office desk, located at 418 Woodward Avenue, Atlanta, Georgia, in the County of Fulton, within the territorial jurisdiction of the Republic of Georgia. You and Your Foreign Principals, Organizations, and Agents have been forbidden from Lending, Loaning, or Borrowing on the Security of the above stated Lawful, Constitutional Gold and Silver Coins, Pursuant to Act of Congress, *inter alia*, 18 U.S.C.S. 337, Public law 90-269; 82 Stat. 50, and Public Law 95-147, 91 Stat. 1227, and are thereby precluded from any right, title, or claim upon or to the same, as a matter of necessary operation of law. (See Exhibits C-2, C-3, entered into the docket of the Court).

You and your Officers, Employees, Agents and Representatives are "Agents Of A Foreign Principal" pursuant to 22 U.S.C.S. 611, and are directed, controlled, financed, subsidized and/or compensated for aiding, abetting, counseling, commanding, representing, and procuring the gathering of information, soliciting, collecting, disbursing, dispensing contributions, loans, money, currency, or other things of value for, or in interest of "The United Nations," whose seat of government is in New York City, New York (22 U.S.C.S. 287, 61 Stat. 3416), "The Association" (22 U.S.C.S. 284 *et seq.*), "The Bank" and "The Fund" (22 U.S.C.S. 286 *et seq.*), and their subsidiary artificial beings pursuant to Public Law 94-564, Public Law 86-147, Public Law 89-369, Public Law 93-83, 87 Stat. 197, *et cetera*. (See also: 22 U.S.C.S. 263(a); 22 U.S.C.S. 285(g); 22 U.S.C.S. 287(j); 26 U.S.C.S. 6103(k)(4); Executive Order 10033.)

The Internal Revenue Service Agents, *et al*, are in fact engaged in inter-agency, international stipulations, agreements and commerce with "The Association" and/or the "International Bank for Reconstruction And Development," and its many-faceted subsidiary, artificial beings, pursuant to "*Treasury Delegation Order No. 91 (Rev. 1)*," and "Service Agreements described in paragraph IV, of the General Agreement between the Treasury Department and the Agency for International Development, dated February 14, 1966"

(Bretton Woods Agreement; 22 U.S.C.S. 284 *et seq.*). The character of "The Association," "The Bank," "The Fund," and the Governor of the Fund a/k/a Secretary of the Treasury (See: 22 U.S.C.S. 286(a)), his associates, delegates, officers, employees, representatives, servants, and/or agents, being the real parties in interest, were and are now subject to *Article III, Section 2, Clauses 1 and 2*, as a matter of supreme Law, and/or Act of Congress, 22 U.S.C.S. 286(g). Your acts and/or authorization of acts committed by said Officers, Employees, Delegates, Associates, Representatives, Deputies, Receivers and/or Agents, *et cetera*, are administrative acts, done under color of a Magistrate/Commissioner (See: U.S. v. Ferreira, 13 How. (54 U.S.) 40, 14 L.Ed. 42; Murray's Lessee et al. v. Hoboken Land & Improvement Co., 18 How. (59 U.S.) 272, 15 L. Ed. 372) and under Letters of Marque issued on behalf of YOUR Foreign Principal and its artificial Organizations, and clearly in excess of the express and conditional, delegated and vested Powers and Authority, as established by the Ordained Constitution for the Union of several States of the United States of America.

I, Charles Ronald Gray, RIGHTFULLY DEMAND immediate return of the above stated sum of approximately 400 [four hundred] "Dollars," "Silver," and 5 [five] "Dollars," "Gold," minted by the United States Mint(s), i.e. Money, pursuant to 18 U.S.C.S. 645, and all other property and rights to property as stolen, confiscated and expropriated in violation of Act of Congress, coded Title 18 U.S.C.S. 654 and 241; and under authority of the Declaration of Independence; the Ordained Constitution for the united States of America (1787), Article I Section 10, Clause 1; Act of Congress, coded Title 31 U.S.C.S. 314, 321, 5112; Public Law 93-110, Article IV, Section 2; and Amendments I, IV, V, VI, IX, and X, and that the same said property be returned to my personal care, custody, possession and control, at the address given above from which it was taken, seized, stolen and confiscated, within ten (10) days of receipt of this Notice and Demand. Further, due to the residency and collateral fact that You and/or your Foreign Principals, Organizations, Associations, Officers, Employees, Representatives, Servants, or other Individuals acting under their direction and control, are incapable of maintaining the integrity of the *de jure*, Lawful, Constitutional Monetary System of the *de jure* Union of several Republican States of the United States of America, and are not heirs in Law or by birthright, i.e. Posterity, and have caused grievous harm, damage and injury under pretense and colors, and are in breach of numerous legal duties imposed upon our Public Offices, and you, by Law are barred, estopped and precluded under the "Clean Hands doctrine," and "Public Policy," from making any claim or right, title, or interest thereon. (See: 18 U.S.C.S. 1001)

#### **NOTICE OF INTENT**

YOU are hereby given further NOTICE of Intent to Seek, Commence, and Criminally Prosecute all those responsible under all applicable provisions and Mandates of the Ordained Constitution for the Union of several States of the United States of America, and Laws made in pursuance thereof, including, but not limited to 18 U.S.C.S. 219, 241, 242, 645, 654, 912, 951, and 1001, to wit:

#### **18 U.S.C.S. 645**

"Whoever, being a United States marshal, clerk, receiver, referee, trustee, or other Officer of a United States court, or any deputy, assistant, or employee of any such officer, retains or converts to his own use or the use of another, or after demand by the party entitled thereto, unlawfully retains any money coming into his hands by virtue of his official relation, position or employment, is guilty of embezzlement and shall, where the offense is not otherwise punishable by enactment of Congress, be fined not more than double the value of the money so embezzled or imprisoned not more than ten years, or both; but if the amount does not exceed \$100, he shall be fined not more than \$1,000 or imprisoned not more than one year, or both."

"It shall not be a defense that the accused Person had any interest in the moneys or fund."

YOU, Joel M. Feldman, were further forewarned and duly informed by the Administrative Demand and Administrative Law Brief sent by Certified Mail — Return Receipt Requested Docket Number P 851 244 440 *et seq.* to the Governor of the Fund, United States Attorney General, *et al.*, of certain criminal acts, which you willfully chose to evade and ignore, and have continued to illegally and unlawfully misuse the vested Powers and Authority of the same said Public Office to aid, abet, counsel, command and procure the commission and furtherance of the same illegal and unlawful activity, modes and procedures, and are prohibited from holding or enjoying any Office of Public Trust, Honor, or Profit within the Union of several States of the United States of America, and are believed to have sworn and subscribed a false and fraudulent Oath (See: Form 61, OMB Approval No. 50-R0118E; "The Tempting of America," Bork, pg. 155 *et seq.*, also see Complaint, Atkins et al. v. U.S., Docket No. 41-76, United States court of Claims, filed February 11, 1976; Atkins et al. v. U.S., 556 F2d 1028; U.S. v. Wills, 499 U.S. 200, 66 L.Ed.2d 392, 101 S. Ct. 471), and have foreign obligation, allegiances, and masters.

TIMELY NOTICE AND DEMAND  
HAS BEEN GIVEN YOU!  
(18 U.S.C.S. 4, 2382)

Testified this \_\_\_\_\_ day of \_\_\_\_\_, in the year of our Lord 1992.

Most Sincerely,  
s/ Charles Ronald Gray,  
*Sui Juris, Jus Soli, Jus Sanguinis*  
C/O 897 Edgewood Ave., N.E., Atlanta, Georgia

Teste Meipso

FULTON COUNTY	)	ss:
	)	
STATE OF GEORGIA	)	

Subscribed and affirmed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 1992.

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

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

Certified Mail Number P 340 103 180

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## Appendix B.2 - Example of Notice of Default

RECORDING REQUESTED BY

[name1]

AND WHEN RECORDED MAIL TO:

[name1]

<no IRS zone number[ZIP CODE] >

<not in any federal enclave>

SPACE ABOVE THIS LINE FOR RECORDER'S USE

=====
NOTICE OF DEFAULT
AFFIDAVIT OF NOTICE

TO:

YOU ARE HEREBY NOTICED that you are in default of an opportunity to respond to the COMMERCIAL AFFIDAVIT sent to you on [date] by certified mail. You were given the opportunity to rebut the claims made against you by your failure to answer said AFFIDAVIT.

A DEFAULT JUDGEMENT is being sought against you having waived the right to answer by acquiescence, tacit admission and failure to contest, rejecting your due process opportunity. (See Randone v. Appellate Court, 5 C3d 536; Mullane v Central Hanover Trust Co., 339 U.S. 306, 314; Sniadach v. Family Finance Corp., 395 U.S. 337, 339; Melorich Builders v. Superior Court, 160 Cal App 3d 931, as in line with California Code of Civil Procedure § 437(c), defaults.)

IN ABSENCE of such response, Affiant, [name1], hereby inserts and records this NOTICE OF DEFAULT upon and against above named Respondent(s) pursuant the California Constitution Article I Sections 1, 3, 19, 24, 26, 28(b), Article II Section 1, California Civil Code Section 22.2, California Civil Procedure Section 437(c), California Penal Code Section 9.

WHEREAS such actions now shall be taken in accordance to the procedures set forth in the COMMERCIAL AFFIDAVIT defaulted.

I, [name1], have personal knowledge of the above facts, am competent to testify to the above facts, and declare that the foregoing is true, correct and complete under the penalty of perjury.

DATED: \_\_\_\_\_

\_\_\_\_\_

[name1], *Sui juris*

[jurat and notary seal]

## Appendix B.3 - A Model Commercial Affidavit

This example shows what a valid Commercial Affidavit looks like. You must change legal citations to suit your situation and the requirements of your state or locality. Also, the "Appendix A" cited in the Affidavit was composed by the Affidavit's author, and represents his understanding of the requirements of Title 15 U.S.C.

[Name]  
c/o address  
city, Non-domestic  
[state], Republic

COMMERCIAL AFFIDAVIT

AFFIDAVIT OF NOTICE, DECLARATION, AND DEMAND

FAIR NOTICE AND WARNING OF COMMERCIAL GRACE

NOTICE OF NON-JUDICIAL PROCEEDING

THIS IS A U.S. S.E.C. TRACER FLAG, NOT A POINT OF LAW

A SECURITY (15 USC)
COMMERCIAL AFFIDAVIT U.S. S.E.C. TRACER FLAG NOT A POINT OF LAW

READ attached APPENDIX A

STATE OF [state]	)	ss:
	)	
COUNTY OF [county]	)	

TO: \*\*\* [ALL PARTIES TO RECEIVE THIS AFFIDAVIT, name, address, sent certified mail]

name address city, state	CERTIFIED MAIL NUMBER
--------------------------------	-----------------------

This action is taken in accordance with the California Penal Code Section 9 which states:

**CIVIL REMEDIES; PRESERVATION:** The omission to specify or affirm in this Code any liability to damages, penalty, forfeiture, or other remedy imposed by law and allowed to be recovered or enforced in any civil action or proceeding, for any act or omission declared punishable herein, does not affect any right to recover or enforce the same.

I, [name], the Undersigned, \*\*\*[by any special conditions of standing, i.e. a trustee of a trust] do solemnly swear, declare, and depose:

1. THAT I am competent to state to the matters set forth herein.
2. THAT I have personal knowledge of the facts stated herein.
3. THAT all the facts stated herein are true, correct, and certain, admissible as evidence, and if called upon as a witness, I will testify to their veracity.
4. THAT the eternal, unchanged principles of Commercial Law are:
  - a) A workman is worthy of his hire. (thou shalt not steal)
  - b) All are equal under the law. (no one is above the law)
  - c) In Commerce, truth is sovereign. (thou shalt not bear false witness)
  - d) Truth is expressed in the form of an affidavit.
  - e) An un rebutted affidavit stands as truth in Commerce.
  - f) An un rebutted affidavit becomes the judgment in Commerce.
  - g) All matters must be expressed to be resolved.
  - h) He who leaves the battlefield first loses by default.
  - i) Sacrifice is the measure of credibility (no willingness to sacrifice = no liability, responsibility, authority or measure of conviction)
  - j) A lien or claim can be satisfied only through an affidavit by a point-for-point rebuttal, resolution by jury or payment.
5. THAT Commercial processes (including this Affidavit and the required responses to it) ARE NON-JUDICIAL and pre-judicial because:
  - a) No judge, court, government or any agencies thereof, or any other third parties whatsoever, can abrogate anyone’s affidavit of truth; and
  - b) Only a party affected by an affidavit can speak and act for himself and is solely responsible for responding with his own affidavit of truth, which no one else can do for him.

6. THAT the lawful seizure, collection, and transfer of ownership of money or property must be effected by a valid Commercial Lien which must contain certain elements in order to be Commercially valid, to wit:

- a) The lien instrument must obviously, patently, and evidently be a LIEN by being clearly and explicitly titled "LIEN," "CLAIM OF LIEN," or "DECLARATION OF LIEN," and mandatorily, by its exhaustive Commercial content (full disclosure) as follows in b), c) and d);
- b) The lien instrument MUST CONTAIN a notarized hand-signed affidavit, for which the issuer is commercially liable, containing a plain statement of fact disclosing how the obligation of the lien was created, attesting that the commercial condition is true, correct, and certain;
- c) The lien instrument MUST CONTAIN a ledger or bookkeeping statement connecting purchases, services rendered, and/or injuries sustained, with a claim of obligation such that each purchase, service, and/or injury is presented in a one-to-one correspondence with its partial claim of obligation. The partial obligations are then totalled to obtain the total obligation. This is called a "True Bill in Commerce."
- d) The lien instrument MUST CONTAIN a statement, either specific or general, of the property being seized from the lien debtor to satisfy, or to guarantee satisfaction of, the obligation of the lien.
- e) A NOTICE OF LIEN to be valid MUST CONTAIN a clear statement as to where the lien is filed, where it can be found and how a copy can be obtained.

7. THAT I am not the creation or chattel property of any person or any government agency whatsoever. I am not under any obligation whatsoever to any governmental agency, state or federal, or any of their self-passed laws, statutes, regulations or policies.

8. THAT any and all of the various papers, documents, adhesion contracts, or "agreements" I may have signed with any government agency or entity or any others that might be construed to indicate a conclusion contrary to my herein-below assertions were made, signed by me on the basis of mistake due to lack of full disclosure creating a deliberate lack of full knowledge, a deliberate action of fraud, non-disclosure, concealment of material fact, and misrepresentation. Such action thereby creates a stressful situation of duress and intimidation, vitiating all documents by such action of fraud.

9. THAT it is the sincerest belief, religious and spiritual conviction of this Affiant that slavery and peonage are immoral, are violations of the First Precept of Commercial Law (a workman is worthy of his hire, "Thou shalt not steal"), that fraud, misrepresentation, nondisclosure, intimidation, deceit, concealment of material fact, lying, and treachery are morally wrong.

10. THAT I have absolutely no desire whatsoever to be a "client" (slave) of any governmental agency, state or federal, or any of their Principals, or the "United States," or to incur any debts or obligations to said entities for whatever "benefits" said entities might purpose to provide or seek to provide to this Affiant, or be directed by, subject to, or accountable to any parties

other than my own conscience and best judgement for the purpose of preserving inviolate my unalienable/inalienable rights to life, liberty, freedom and property while engaging in the honorable, productive, and non-harmful activities of my life.

11. THAT I, [name], am the sole and absolute owner of myself, my body, and my estate, and possess unconditional, allodial, sovereign title thereto, and that I abjure, renounce, forsake, and disavow utterly and absolutely now and forever all presumptions of power, authority, or right by any governmental agency, its Principals, over the rights, life, liberty, freedom or property of this Affiant from whatever source presumed or derived.

12. THAT NO COMMERCIAL PAPERWORK or COMMERCIAL AFFIDAVITS have been furnished or supplied to me, [Name], by [parties] or any others that created the so-called liability.

13.

14.

[\*\*\* AFFIDAVIT INSERTS modeled. BE SURE TO RENUMBER]

{plus any other points that may have to be added to clearly state a claim of abuses relative to your case. BE SURE TO RENUMBER FOLLOWING POINTS }

15. THAT I, [name], the Undersigned, herewith and herein demand of ALL PARTIES involved in anyway in this so-called cause of action, who attempt or continue to proceed against me or my properties in the instant cause of action in any way, furnish answers to the following:

- a) Where is the real and true Commercial Paperwork bearing on this instant matter that made me liable?
- b) Where are the real, true, proper and lawful assessments bearing on this instant matter that I am said to be liable?
- c) Where is the itemized statement, ledger and accounting for services rendered with respect to this instant matter?
- d) What or who are the Parties engaging in fair business practices in the instant matter?
- e) Where is the full disclosure bearing on all matters pertaining to this instant matter?
- f) Where is the clean hands?
- g) Where is the good faith action?
- h) Where are the truth, mercy, grace, and all similar just and virtuous qualities and proceedings based on them that are supposed to inhere in commerce and the Uniform Commercial Code?

16. THAT all parties who act against this Affiant on their alleged basis must produce the



Commercial Affidavits of TRUTH, sworn by the claimants to be "true, correct, and complete (certain)," which prove the origin and foundation of their claims and include providing the contract(s) or agreement(s) with the signature of this Affiant thereon wherein this Affiant has knowingly, intentionally, and voluntarily, in full legal and lawful capacity, agreed to waive or surrender rights to the IRS, its Principals, or the "United States," or agreed to become subject to or the slave or property of said entities in any way or in any jurisdiction whatsoever.

17. In order for a crime to exist, four elements must exist; there must be a defined crime, there must be a victim, that the victim must have been damaged, and the intent must be established on the part of the accused. Without proof of all four elements, no crime can said to have been committed. In this Affidavit, crimes are defined, the Affiant is the victim, this Affidavit verifies the damages, and the intent is established at the end of the thirty (30) day grace period, if the respondents fail to rebut (respond to) the wrongs they have been a party to as noted herein.

18. NOTICE is hereby given, and demands made, on all Claimants — [parties], [other Officials, Attorneys, Judges], and any other involved Parties, that:

- a) ALL properties taken unlawfully, removed in violation of commerce, or otherwise converted, sold, or seized by [any party(ies), name them], or other Parties in collusion therewith, be immediately returned IN FULL VALUE ( \$ ) PLUS 10% to [name], the Undersigned Affiant, justly possessing the lawful and legal title thereto; OR
- b) All Parties who proceed to act or assist in said actions, against this Affiant, [name], without thorough, verifiable, point-by-point rebuttal of each and every point set forth in this Affidavit shall be immediately charged with criminal fraud, theft, conspiracy of extortion, theft and fraud, and commercial liens shall be placed against all their real and personal properties (defined crimes: California Penal Code Section 182 criminal conspiracy, 211 robbery, United States Criminal Code Title 18 Section 4 misprision of felony, 241 conspiracy against the rights of citizens, 872 extortion, 1001 fraud and false statements, and other such crimes as are related to issues of RACKETEERING 18 USC 1961, plus such Constitutional violations not listed in the Criminal Codes combined and described simply as TREASON); and
- c) All court costs and legal fees relating to this instant case shall be paid by those who have drawn the undersigned Affiant [name] into this instant matter; AND

19. THAT failure to respond as herein required to this Affiant, within the herein a prescribed time of thirty (30) days will be deemed by this Affiant to invoke the doctrine of acquiescence and admission, to recover, in commerce, the lost or damaged properties plus damages, penalties and costs. (California Civil Code § 3281)

20. THAT in light of the foregoing declarations, all alleged contracts and agreements between this Affiant, [name], and the IRS, its Principals, or the "United States" are unconscionable and baseless. I herein, hereby and herewith revoke, disavow, and renounce my signature on any and all documents, instruments, or forms I may have ever signed with the IRS, its Principals, or

the "United States," or any other parties or entities whatsoever that might purport to have furnished any contractual agreement or nexus between myself and the IRS, its Principals, or the "United States."

21. THAT this Commercial Affidavit, Notice and Warning of Commercial Grace, is the ONE AND ONLY such Notice and Warning. If all IRS "assessments" and collection actions against me on their basis are not abated within thirty (30) days, or if at any time in the future any IRS "assessments" and collection actions based thereon are reinstated against me, it shall be considered a willful disregard for this Notice and Warning, and such shall engender the immediate filing of Criminal Complaints (Affidavits of Information) and Commercial Liens (Affidavits of Obligation) against all parties involved.

22. THAT the foundation of Commercial Law, being based on certain eternally just, valid, and moral precepts, has remained unchanged for at least six (6) millennia. Said Commercial Law forms the underpinnings of Western Civilization if not all Nations, Law, and Commerce in the world, is NON-JUDICIAL, and is prior and superior to, the basis of, and cannot be set aside or overruled by, the laws and statutes of any governments, legislatures, quasi-governmental agencies, or courts. It is therefore an inherent obligation on all Authorities, Officials, Governments, Legislatures, Governmental or Quasi-governmental Agencies, Courts, Judges, Attorneys, and all aspects and Agents of all Law Enforcement Agencies to uphold said Commercial Law, without which said entities are violating the just basis of their alleged authority and serving to disintegrate the society they allegedly exist to protect.

#### CONTRACT OF LIABILITY FOR ALLEGATIONS

23. THAT if the Undersigned failed to rebut such claims or charges, the Respondent would immediately declare a default against the Undersigned and proceed to collect on the claims made as being in agreement with said claims or charges. The Respondents having made the claim or charge against the Undersigned, thereby creating an implied contract, the Undersigned having rebutted said claim or charge demanding proof of said implied contract, a true binding contract was thereby created.

24. THAT the Respondents' attacks on the commercial or private liability of the Undersigned Affiant, and this Affidavit or response/rebuttal to said claims or charges, created the mutually voluntary, consensual, commercial, private contract by and between the Undersigned and Respondents. Failure of Respondents to prove their claims or charges against the Undersigned within thirty (30) days (or in the alternative cease all collection or enforcement actions against the Undersigned) shall constitute deliberate criminal actions and willful breach of and default on a bilateral contract (Affidavit of Agreement) formed knowingly, intentionally, and voluntarily by and between the Undersigned and the Respondents.

25. THAT I, [name], the Undersigned Affiant, depose and certify that I have written the foregoing with intent and understanding of purpose, and believe the statements, allegations, demands and contents herein to be true, correct, and complete, commercially reasonable, and just, to the best of my knowledge and belief.

NOTICE TO PRINCIPALS IS NOTICE TO AGENTS.  
 NOTICE TO AGENTS IS NOTICE TO PRINCIPALS.  
 EXODUS 20:15, 16.  
 FURTHER AFFIANT SAITH NOT.

DATED: _____	_____
	[name], Affiant

WITNESS my hand this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_

	/s/ _____ [name], SUI JURIS
STATE OF [state]	)
	) :SS
COUNTY OF [county]	)

On this \_\_\_\_\_ day of \_\_\_\_\_, 1994, before me, the undersigned Notary Public in and for the State of [state], appeared \_\_\_\_\_, ( ) personally known to me or ( ) proved to me on the basis of satisfactory evidence, to be the person whose signature appears in the within instrument and acknowledged to me that he executed it.

Witness my hand and official seal:

/s/ \_\_\_\_\_ NOTARY PUBLIC

**EXPLANATION SHEET TO BE ATTACHED TO EVERY COMMERCIAL INSTRUMENT OF FILING BEARING THE U.S. S.E.C. TRACER FLAG CONTAINING THE PHRASE "A SECURITY — 15 USC"**

This EXPLANATION SHEET is to be attached to all Commercial Affidavits, including Affidavits of Obligation (Commercial Liens), which are non-judicial consensual processes which arise out of a breach of special performance (e.g., for public officials' breach of oath of office, a violation of the Constitution for the United States of America and respective state Constitutions.)

The notice as follows below is included for the purposes of FULL DISCLOSURE (UCC), and as a warning noted by the flag for commercial grace at the top of the instrument.

\*\*\*\*\*

**COMMERCIAL AFFIDAVIT**

AFFIDAVIT OF NOTICE, DECLARATION, AND DEMAND

FAIR NOTICE AND WARNING OF COMMERCIAL GRACE

THIS IS A U.S. S.E.C. TRACER FLAG, NOT A POINT OF LAW

<p>A SECURITY (15 USC)</p> <hr/> <p>COMMERCIAL AFFIDAVIT          THIS IS A U.S. S.E.C. TRACER FLAG          NOT A POINT OF LAW*          see attached instruction</p>
--

\* One definition of "A SECURITY" is "any evidence of debt."

\* \* \* \* \*

APPENDIX A

The Lien Claimant does NOT rely on Title 15 as a basis for the "Commercial Lien." ALL Commercial processes, by using or relying on notes or paper in Commerce (e.g. Federal Reserve Notes), must bear some sort of Federal tracking code, a County Recorder’s number or a serial number, which process must be accessible for inspection at the nearest relevant County Recorder’s Office or be widely advertised. When a Lien matures in three (3) months, ninety (90) days, by default of the Lien Debtor through the Lien Debtors failure to rebut the AFFIDAVIT OF OBLIGATION point-for-point categorically, it becomes an accounts receivable in the ordinary sense of a collectable debt upon which assignments, collateralization, and other commercial transactions can be based, hence becomes a Security subject to observation, tracking, and regulation by the United States Securities and Exchange Commission (hereinafter U.S. S.E.C.).

The notation "A Security — 15 USC" is a flag in Commerce telling the U.S. S.E.C. that a speculation account is being established to enforce a lien. The U.S. S.E.C. can then monitor the process. As long as the process is truthful, open, and above-board (Full disclosure), the U.S. S.E.C. has no jurisdiction over it, for even the U.S. S.E.C. has no jurisdiction over the truth of testimony, depositions, affidavits, and affidavits of obligation (Commercial Liens), and an un rebutted affidavit stands as the truth in Commerce.

Legal Authority: Universal moral/existential truths/principles, expressed in Judaic (Mosaic) Orthodox Hebrew/Jewish Commercial Code, corollary to Exodus (chiefly Exodus 20:15, 16). This is the best known Commercial process in America.

When an Affidavit is so flagged in Commerce, it becomes a Federal Document because it could become translated into a Security (for example by being attached in support of a Commercial Lien), and not accepting and/or filing a Commercial Affidavit becomes a Federal offense.

## Appendix B.4 - Model Criminal Complaint

### INSTRUCTIONS FOR "CRIMINAL COMPLAINT"

Search for brackets [ ] for modification and changes. THESE ARE to be modified accordingly to individual cases. See Constitutional violations Count 2 for notes. Notes ( ) therein were the basis of the case this latest Criminal Complaint was drawn from. Such comments and notes should be according to the affairs of the case at hand.

[name], person filing the Affidavit of Information

[respondents], persons to whom the Affidavit is against

[state], the republic of interest, i.e. [state], Nevada, Utah, New Jersey, etc.

[state taxing authority], if your state has a taxing authority attacking you or the state income tax agency, this is what is identified here.

On page 3, 4 and other pages are cites for the California Republic penal code, civil code, civil procedure, government code sections. These are the local (California) requirements for criminal complaints (Affidavits of Information). The sections listed **MUST BE CHANGED** as they are the California Code sections. You must locate and replace with the equivalent sections for your state. Search for "Cal" to find and locate such references for changes. **MAKE SURE YOU CHANGE ALL OF THEM BEFORE "FILING" SUCH COMPLAINT** to conform to local codes and **NOT** California.

COUNT 2 in particular will have to be modified to reflect your state Constitution. California has 37 violations that are listed. There is actually 45, but some vary depending on the action. **IT IS THE RESPONSIBILITY OF THE USER OF THIS FILE TO UNDERSTAND HIS/HER OWN STATE CONSTITUTION AND WHAT CAN BE APPLIED.**

**AFTER COMPLETING THE "COMPLAINT," RE-READ IT ALOUD TO HEAR WHAT IS BEING SAID.** This accomplishes two things; 1) incorrect grammar can be caught. Fix as required. 2) Items not belonging can be caught to be removed. **THEN** — set aside for two or three days and repeat the last instruction above. After being removed from such for a couple of days — it will all be new and fresh and more "errors" can be caught. Another suggestion is to have another read it after it is completed. Being close to the paper, you know what you want it to say, but it is not exactly as it should be. **THIS IS IMPORTANT THAT THE WORDING, INTENT AND MEANING BE CLEAR and NOT CONFUSING. RE-VERIFY ALL CODE SECTIONS TO MAKE SURE THAT THEY ARE ALL RELATED TO YOUR STATE AND NOT ANOTHER.**

[name], SUI JURIS

c/o

[city], [state] Republic

<No IRS zone number {ZIP} code>

<NOT IN ANY FEDERAL ENCLAVE>

The United States district Court

for the \_\_\_\_\_ district of \_\_\_\_\_

[name],	)	NO. _____
Complainant,	)	AFFIDAVIT OF INFORMATION
VS.	)	FELONIES, HIGH CRIMES and
	)	MISDEMEANORS
	)	18 UNITED STATES CODE 4
	)	Federal Rules Criminal
	)	Procedure, Rule 3
RESPONDENTS.	)	DEMAND FOR RESOLUTION OF
	)	DISPUTE IN COMMERCIAL LAW

THIS COMPLAINT AND AFFIDAVIT OF INFORMATION DOES NOT ARISE FROM THE SUBJECT MATTER OF ANY PREVIOUS DISPUTES.

#### AFFIDAVIT OF INFORMATION

in support of a

#### CRIMINAL COMPLAINT

I, [name], the Complainant Affiant in the instant matter, am reporting, by AFFIDAVIT, to this Court and the United States Attorney, believed to be the competent authorities to which knowledge of criminal actions should be reported. This Affidavit is filed pursuant to 18 United States Code Section 4 (18 USC 4), the FEDERAL RULES OF CRIMINAL PROCEDURE, RULE 3. Title 18 (18 USC) Section 4 states:

"Whoever, having knowledge of the actual commission of a felony cognizable by a court of the United States, conceals and does not as soon as possible make known the same to some judge or other person in civil or military authority under the United States, shall be fined not more than \$500 or imprisoned not more than three years, or both."

Federal Rules of Criminal Procedure Rule 3 states:

"The complaint is a written statement of the essential facts constituting the offense charged. It shall be made upon oath before a magistrate."

I, [name], the Complainant Affiant in the instant matter, herein openly declare and depose that the above named Respondents did knowingly and willfully act and conspire to oppress, injure, and damage this Complainant Affiant as herein below set forth, and by evidences set forth in the attached COMMERCIAL AFFIDAVIT sent to the Respondents/Defendants to resolve the disputed issues outside this forum (a consensual mutually entered into voluntary contract by and between Affiant and accused).

The Respondents were previously noticed and warned by the Affiant's "COMMERCIAL AFFIDAVIT, NOTICE OF NON-JUDICIAL PROCEEDINGS, NOTICE AND WARNING OF COMMERCIAL GRACE" (see Exhibit A), to which the Respondents did not answer/rebut, or answered without addressing the demands made, (see Exhibits ..., [if any]). In said NOTICE AND WARNING the eternal principles of Commercial Law, the underpinnings of all human law and civilization, were clearly and simply set forth and explained (clarification of contractual terms). The above referenced Respondent parties failed to avail themselves of the remedies and recourse under Commercial Law to resolve the dispute(s) with this Complainant Affiant in a civil, peaceful and honorable manner.

All of the Affidavits, Notices, and filings, of this Complainant Affiant have been issued as the truth, the whole truth, and nothing but the truth, to the best of my experience, knowledge and belief. The Affidavits I have issued were sworn to as TRUE, CORRECT, and COMPLETE. Said Affidavits have never been formally rebutted by affidavits sworn to as TRUE, CORRECT, and COMPLETE by the respective Respondent Parties.

By failing to respond to the Complainant Affiant, the Respondents are in contractual default. The Respondents have admitted to and acquiesced to the crimes which the Complainant Affiant complained about and sought to protect himself from further abuses. Their continuing on with the wrongful actions against this Complainant, the accused Respondents are acting in knowledgeable and willful criminal assaults against the Complainant and in knowledgeable and willful breach of contract that they opened.

In order for a crime to exist, four elements must exist; first there must be a clearly defined crime or criminal action; second, there must be a victim; third that the victim must have been damaged or injured, and fourth, the criminal intent must be established on the part of the accused. Without proof of all four elements no action can be considered criminal.

In this matter, the Complainant Affiant is the victim, the Commercial Affidavit sets the complained issues and this Criminal Complaint defines the crimes verifies the actual damages, and the intent was established by proof that the Respondents/Defendants were Noticed and Warned of their wrongs and what was required to right them. Their failing to rebut the Affidavit or prove their own claims, the contractual requirement of this Complainant Affiant's Commercial Affidavit of Notice and Warning, the Respondents/ Defendants acted willfully against this Complainant Affiant.

The Complainant Affiant exercises his unalienable Sovereign Right against [respondents], a legislative entity, and its officers for a redress of grievances (fraud, extortion, theft, plus other noted wrongs) by this verified Criminal Complaint (California Penal Code Sections 740, 806 and 948 *et.seq.*) pursuant the Commercial instrument of the people known as the Constitution for the State of California, as stated in the Preamble, Article I Sections 1, 3, 24; Article II Section 1; Article III Section 5, 6(d); California Civil Code Section 4, 5, 22.2; California Penal Code Section 9; California Government Code Section 100, 11120, and 54950 as a Sovereign and the parallel sections of the Constitution for the United States, United States Codes Title 18, the United State Criminal Code and the Federal Rules of Criminal Procedure.

Therefore, the Complainant Affiant, [name], sets forth to the candid community the abuses of FELONY, HIGH CRIMES and MISDEMEANORS by the Respondents. The above named Respondents, in the

instant action have supported criminal actions by willfully and knowingly:

— DENIED A RIGHT to due process of law. Such denials include but are not limited to the right to work, the right to receive just reward of labors, denying access to the multiple Constitutional rights and specifically acting against the Complainant Affiant under a color of official right. It is a "taking action" denying the right to personal property violative of the provisions of the state Constitutional provisions and under the Fourth and Fifth Amendments to the Constitution for the United States.

The right of due process of law requires before any sort of judgment against an individual, that he has had opportunity to defend himself of any accusation or claim, that he has had an opportunity to state his case, he has had a proper and lawful judgement by a jury of his peers, or by a knowledgeable waiver of the right to answer. The [respondents] officials acted against that due process by acting in a criminal conspiracy to defraud the Complainant Affiant of his property, giving such property to the [state taxing authority] [and/or] the IRS, WITHOUT ANY KIND OF LAWFUL JUDGEMENT, COMMERCIAL PAPERWORK, CONTRACTS OR PROOF OF CLAIMS. [respondents] are/is therefore guilty of denying the COMPLAINANT AFFIANT [name], every Constitutional protection afforded — an act of TREASON (defined below), an act of a MIXED DOMESTIC WAR.

DOMESTIC MIXED WAR - A mixed war is one which is made on one side by public authority, and the other by mere private persons. (Black's Law Dictionary 5th Ed., page 1420). War does not exist merely because of an armed attack by military forces of another nation until it is a condition recognized or accepted by political authority of government which is attacked, either through an actual declaration of war or OTHER ACTS DEMONSTRATING SUCH POSITION (emphasis added; Savage v. Sun Life Assur. Co. of Canada, D.C. 57 F Supp 620, 621).

— WAR is the disintegration of peace; Webster's states "a state of hostility, conflict or antagonism, a struggle between opposing forces," not necessarily open violent armed confrontations, although a continued state of disrupted peace by any force could lead to open armed conflict.

The defendants are hereby accused of the following crimes against, and violations of the rights of the people of this [state] REPUBLIC. Such rights or obligations are secured, preserved or defined by the Constitution to prevent such abuses by both employer and of government officials by their oaths to support said Constitution (67 CJS, Officers, Section 46, Oaths).

— MALFEASANCE OF OFFICE. By such wrongful action, these individuals have acted with malfeasance of office in conspiracy with Agents of the [state taxing authority] [and/or] [IRS], deliberately, knowingly and willfully violating said rights are guilty of misconduct in office, whether public or private.

— SLAVERY. The civil relation in which one man has absolute power over the life, fortune, and liberty of another. The Respondents have denied the right to "fortunes" earned by the labors of the Affiant. The unlawful conversion of such property and giving it to another without due process of law, forcing the Affiant to work for less than what was lawfully and contractually agreed upon, breaching interpersonal contracts and relationships, is criminal. The Respondents have absolutely refused to communicate in GOOD FAITH with the Affiant. They have refused to disclose the lawful authority by which they act, the contract in default or the damages which they claim created the so-called liability. There is no judgment of any kind that they



can produce showing any liability. By such actions, these have destroyed the right to life, liberty and property by such taking of personal property without due process of law, reducing the Affiant to the condition of a slave. As such, these are in fact in violation of the State and Federal Constitutions that abolished slavery.

— TREASON. Treason is defined as the assault against the authority to whom one owes allegiance. It is one of three specific crimes named in the United States Constitution. It requires that one commit an act of war against the Constitution, or giving aid and comfort to an enemy. Such clearly defined actions by government officers and such private officers who have privileged authority in commerce by the Constitution, in specific connection to the above violation, malfeasance of office along with violating their oath of office and in the related connected activities herein as listed below is nothing short of TREASON, see DOMESTIC MIXED WAR above, and there is no other term or set of terms that accurately define such activity. [respondents] have willfully violated the basic fundamental principles this Country was founded on, and therefore condoned the acts of TREASON by so-called governmental officials against the Undersigned, making them liable for such acts of TREASON by refusing to stop such actions against the Complainant Affiant [name], when they had the power and authority to do so after being noticed (criminally under Title 18, Section 4; civilly under Title 42, Section 1983, 1985, 1986).

In addition to and along with the above cited crimes, the Respondents acting in concert with such so-called government officials to complete such acts as listed as follows:

— FRAUD. Permitting shown and demonstrated acts of fraud and actively participated in a scheming conspiracy of untruths and misrepresentations to deceive those who entrusted themselves in dealing in good faith, while specifically acting in deliberate bad faith when such fraud was shown (Cal Penal Code Sec. 532; 18 USC 1001).

— EXTORTION. By such actions of Fraud, said Respondents under assumed (usurped) official right and color of office to demand, without any real lawful or proper authority, gave monies of the Complainant Affiant to the Internal Revenue Service and/or the [state taxing authority] as foreign agents (explained below) by use of such misrepresentations and untruths to steal monies under a color and cover of law to raise revenue (Cal Penal Code Sec 518, 519; 18 USC 872, 873, 1951, 1962).

— GRAND THEFT. By such actions of fraud and extortion, the monies stolen, or damages sustained by such actions totalled over \$400 under a guise of taxes, fines and/or penalties under a color of law for exercising one's inalienable/unalienable rights (Cal Penal Code Sec 487; 18 USC 641 {>\$100}, 2112).

— ROBBERY. (Attempted robbery) Respondents, by such action of conspiracy under a color of law and official right, used intimidation, threats, and fear by force of imprisonment to extort revenues (Cal Penal Code Sec. 211; 18 USC 2112). [Note may be added to action if applicable. This is further demonstrated by the act of firing [name] for simply exposing the crimes being perpetrated against him within the Company.]

— FALSE DOCUMENTS. Accepting false documents that are known not to be true or known to be false to falsely condemn the Complainant Affiant under a color of law without benefit of a lawful trial, to raise revenue by stealing monies of the Complainant Affiant and giving it directly to a foreign agent by such false

condemnations (Cal Penal Code Sec 134; 18 USC 1001).

— CONSPIRACY. A confederation of two or more individuals who may not know each other but, by their joint efforts, commit some unlawful or criminal act (Black's Law Dictionary). Multiple officials, agents and other persons named properly noticed by the attached COMMERCIAL AFFIDAVIT, and un-named who under a cover of official right and appearance and color of law continued to perform such acts to continue to raise revenue by fraud and extortion, for any so-called governmental function. (Cal Penal Code Sec. 182, California Racketeering Act — Cal Penal Code Sec. 186; 18 USC 241, Federal Racketeering Act, 18 USC 1961 *et. seq.*)

— RACKETEERING. Is the combination of the above identified crimes. Title 18 United States Codes Section 1961 (RICO) defines it as involving a host of patterned criminal actions that includes but not limited to an act or threat of murder, kidnapping, gambling, arson, and as in the instant case robbery, bribery, extortion, fraud, slavery, etc.

The explanation of crimes above stem from other hidden crimes being forced upon the people of this [state] REPUBLIC. Such crimes and this Affidavit of Information is filed in the overall context of the Bankruptcy of the United States (i.e. District of Columbia, as per jurisdiction set forth in the U.S. Constitution Article I, Section 8, clause 17 and 18 and Article IV Section 3 clause 2). The United States bankruptcy is a direct result of the Federal Reserve Act of December 23, 1913, in which the delegated authority of Congress to be responsible for the nation's currency was illicitly, unconstitutionally, and treasonously surrendered to the privately owned Federal Reserve Corporation (a foreign agent), whose class A stockholders are various international banks. In place of real money as legal tender (gold and silver coin U.S. Constitution Article I Section 10, Coinage Act April 2, 1792), the Federal Reserve issued private commercial paper, drawn on the credit of the United States, consisting of only bookkeeping entries of no substance or reality, on which a real compound interest was charged. The U.S. Treasury paid the ever-increasing interest in gold and was eventually depleted, with a higher debt than ever. The planned inevitability occurred: BANKRUPTCY.

This bankruptcy was clearly reiterated on March 17, 1993 on the floor of the House of Representatives by James Traficant, Jr. (Ohio) addressing the House. It is recorded in the United States Congressional Record, Wednesday, March 17, 1993, Volume #33, page H1303, should anyone doubt the claim. . . .

"Mister Speaker. We are here now in Chapter 11. Members of Congress are official trustees presiding over the greatest reorganization of any bankrupt entity in world history, the U. S. Government."

The U.S. Attorney General is the "permanent member" to the Secretariat of the Interpol Operation, and the Secretary of Treasury the "alternate permanent member." Under Article 30 of the "Constitution and General Regulation of Interpol," 22 USC 263(a), the agents are required to renounce their allegiance to their respective countries and expatriate.

Consequently, ALL "public servants," officials, Congressmen, politicians, judges, attorneys, law enforcement personnel, the States and their various agencies, are express agents of the Foreign Principals who have bankrupted and stolen the United States through the paper money banking swindle and other frauds and treacheries.

Under trappings of "democracy," the flag, "law and order," the Constitution, etc., Americans have been duped into administering and submitting to their own subjugation, bankruptcy, enslavement, and the elimination of their rights, freedom, and country. The people have been reduced to peonage and involuntary servitude under a fraudulent, tyrannical, and seditious foreign oligarchy whose express intent is to institute and establish a dictatorship over the people and their posterity through a private, commercial one-world-government (i.e., "THE NEW WORLD ORDER").

These Foreign Principals, through the knowing and unknowing complicity of their Agents, have completely debauched the monetary system (*National Geographic*, January 1993, THE POWER OF MONEY, page 83), declaring war on and against the people of this country, destroyed the lives and livelihoods of millions of people, aided and abetted the enemies of the American people and their posterity, incited rebellion and anarchy within the *de jure* society, taken false oaths, entered into seditious foreign agreements, pacts, confederations, treaties, and alliances, and under a pretense of "emergency" which they themselves created, created and formed a multitude of offices of alien allegiance (treason) to perpetuate their plunder, conquest, and subjugation of what was once considered "the last great hope of human freedom."

These are truly guilty of SEDITION AND TREASON against the Constitution and declared a domestic mixed war against the people of the united States. (See attached TOP SECRET "Silent Weapons for Quiet Wars, a Manual for Silent Weapons System," 1980 Article of *Scientific American*, The World Economy of the Year 2000.)

THEREFORE, the respondents are guilty of the above crimes in acting in conspiracy with such agents of foreign powers to further destroy another individual, [name] the undersigned, by such activity. TO WIT, the above named officers of [respondents], did WILLFULLY AND UNLAWFULLY:

COUNT 1: On or about [date], accepted and honored a false document by the [state and/or federal taxing authority] (California Criminal Code Section 125, unqualified statement, a felony; Title 18 USC 1001) of an undocumented, unproven liability, shown to be false by the Complainant Affiant [name], to take property <monies> without due process of law to give it to the Franchise Tax Board. California Penal Code Section 182 (4), (5), Criminal Conspiracy, Sec. 186, Racketeering, Title 18, Sec 241, 1961, 1962.

COUNT 2: In accepting and honoring false documentation, [respondents], specifically and willingly conspired with the Internal Revenue Service and/or the [state taxing authority] to steal the property of [name], (expansion but separate count of count 1) denying [name] the rights of due process of law for any action against him. The rights denied, violated or trespassed are enumerated below. Each action — denial, violation or trespass, is a separate high crime or misdemeanor, brought together in this count as violations against the constitution. The penalty is defined under Title 18 USC Sections 3571 individually listed for subtotal tally as to the civil damages sustained by such criminal actions. RIGHTS OF THE SOVEREIGN DENIED OR VIOLATED (\$100,000 each denied, violated or trespassed right listed as a misdemeanor, 18 USC 3571 defined as a felony is \$250,000 for each trespass, denial or violation) secured, preserved and protected by the California Constitution and parallel sections of the Constitution for the United States:

1. ART I SECT I: Denied right of liberty
2. ART I SECT I: Denied right of acquiring property, (property given directly to a foreign

agent without due process of law)

3. ART I SECT I: Denied right of possessing property, (property given directly to a foreign agent without due process of law)

4. ART I SECT I: Denied right of defending property, (fired for demanding the proper return of property)

5. ART I SECT I: Denied right of privacy, (giving information to a foreign agent under a guise of law)

6. ART I SECT 2: Denied right of free speech (FIRED for demanding a proper production of certain lawful papers to validate [respondents] of seizing Complainant Affiant's monies and giving it to foreign agents)

7. ART I SECT 2: Denied right of free expression of thought, i.e., write, publish, etc. (FIRED for expression of criminal activity in an open forum, expressed in GOOD FAITH)

8. ART I SECT 3: Denied right to redress of grievances (firing an individual for exposing such crime denies a right to redress of grievances in the forum of complaint)

9. ART I SECT 4: Denied right of liberty of conscience, (i.e. punished by being fired for exercising the liberty of conscience)

10. ART I SECT 6: Made the Plaintiff a slave or to serve government involuntarily (for exercising rights not criminal, forced to pay unproven liability, not yielding as a slave to improper and illegal demands)

11. ART I SECT 9: Enforced a bill of attainder, pains and penalties — (force to pay an unproven claim by distraint, without due process of law)

12. ART I SECT 9: Enforced an *ex post facto* law, (NO LAW)

13. ART I SECT 13: ILLEGAL SEIZURE WITHOUT WARRANT — TRESPASS — (Seized Complainant Affiant's property without warrant or lawful complaint of damages)

14. ART I SECT 15: Denied speedy trial — DENIED TRIAL — JUDGED (fired by the company for exposing and documenting a crime within the company)

15. ART I SECT 15: Denied right of defense witnesses

16. ART I SECT 15: Denied right of assistance of Counsel

17. ART I SECT 15: Denied right of reasonable defense

18. ART I SECT 15: Denied right to confront accuser, injured or damaged party. (Complainant Affiant is the injured party by an undocumented, proven claim against the Complainant Affiant by a foreign agent and not permitted to address such false documentation.)
19. ART I SECT 15: Deprived of liberty (freedom, right of work)
20. ART I SECT 15: Deprived of property without due process of law. (Giving to a foreign agent monies of the Complainant Affiant without a lawful hearing or judgment)
21. ART I SECT 16: Deprived of right of trial by jury, for undefined wrongs, (for which Complainant Affiant was fired)
22. ART I SECT 17: Cruel or unusual punishment (being fired for exposing a crime in the company)
23. ART I SECT 19: Private property taken for public use without just compensation, conversion and theft of compensation for labor. Issue of slavery.
24. ART I SECT 23: GRAND JURY, wrongful use, not used. (NO CRIME OR WRONG HAS BEEN PROVEN AGAINST THE COMPLAINANT AFFIANT FOR WHICH SUCH LIABILITY IS CLAIMED, AND PUNISHED FOR EXERCISE OF RIGHTS)
25. ART I SECT 24: Denied right of due process
26. ART I SECT 24: Denied right of equal protection
27. ART I SECT 24: Denied speedy trial and public trial
28. ART I SECT 24: Denied right of defense witnesses
29. ART I SECT 24: Denied right of assistance of Counsel
30. ART I SECT 24: Denied right of reasonable defense
31. ART I SECT 24: Denied right to confront accuser, injured or damaged party
32. ART I SECT 24: Denied right to be free of unreasonable search and seizures (willfully taking of compensation and willfully giving it to another without proper warrant of paperwork proving liability)
33. ART I SECT 24: Cruel or unusual punishment (being fired for exposing crimes in the company)
34. ART I SECT 26: DELIBERATE, WILLFUL VIOLATION, DENIAL and REJECTION

OF MANDATORY AND PROHIBITORY PROVISIONS OF THE CONSTITUTION.

35. ART I SECT 28: Denied defense evidence

36. ART II SECT 1: Usurpation of Political power (acting in Conspiracy with the Franchise Tax Board and IRS agents, outside the lawful adjudication procedure of courts)

37. ART III SECT 6: Denied right of action in the Courts before acting against the Complainant Affiant. (Being found guilty of an undefined crime, punished without due process and fired for complaining about such abuses before any action is commenced.)

Thirty-seven (37) actions of high crimes and misdemeanors in a single count of conspiracy. All are listed as misdemeanors (\$100,000). An elected official in government doing this things would be charged as felonys (\$250,000),

18 USC 3571.

Subtotal of damages in Count 2: \$9,250,000 (37 x \$250,000)

[IRS and [state taxing authority] can be separate counts or separate cases if desired. Separate counts by governmental agencies is charged as felonies.]

COUNT 3: On or about [date], [respondents], freely and willfully gave the [[IRS] [state taxing authority]] \$[amount], an act of conversion, and theft, without proper lawful paperwork, authorization, or Court judgement. California Penal Code Section 211; 18 USC 2112, a felony.

[repeat as many times as there were illegal transfers by date and amount for each agency separately].

[and if applicable or some variance thereof]

COUNT X: On or about [date], [respondents], fully and willfully ignored proper notices (Complainant Affiant's COMMERCIAL AFFIDAVIT and Notice of Commercial Grace, attached) of a crime taking place, compounding the crimes, by [i.e. example: firing Complainant Affiant for exposing such crimes to management against the Claimant by Franchise Tax Board]. Such action caused a permanent loss of work, a damage of \$[compensation] for at least 5 years (former compensation increased 5% each year for 5 years), being denied work by others because of such action — firing. California Penal Code Section 153 — compounding crimes; Section 182 — a criminal conspiracy; Section 186 — Racketeering. Civil penalty is defined in 18 USC 1964 — triple damages.

By such repeated actions by [respondents] and the [IRS] [and/or] [state taxing agency] Agents, a criminal conspiracy is established of fraud, extortion, theft and RACKETEERING and acts of SEDITION AND TREASON.

The specified penalty (civil) damages for crimes committed are as listed on the TABLE OF CRIMES on the following pages, drawn from the civil penalties as specified in the Criminal Codes. Undefined crimes (Constitutional violations not listed in the Criminal Code) are set by Title 18, United States Criminal Code

Sections 3571. Felonies are set at \$250,000 and misdemeanors at \$100,000 for each offense by each officer or official. Accounting of damages are tallied as follows:

[format document so the following remains all on one page]

ACCOUNTING OF DAMAGES SUSTAINED

PARTIAL TABLE OF CRIMES

Nature of crime	Damage Penalty	Authority of damages
FRAUD	\$***10,000	18 USC 1001
EXTORTION [# of counts of GRAND THEFT from count 3 (Felony) (18 USC 2112) no.x \$250,000	\$*****5,000 \$*****	18 USC 872 18 USC 3571, 3623
CONSPIRACY	\$***10,000	18 USC 241
RACKETEERING(Criminal)	\$***25,000	18 USC 1963
	_____	
SUBTOTAL	\$*****	

RACKETEERING (Civil) [Lost salary, lost pay, monies from bank account, credit union, whatever the ACTUAL DAMAGES are that can be proven multiple by 3 — triple damages.]

\$(amount)x3 = \$(total amount) 18 USC 1964

[block may be broken here is necessary]

\* \* \* \* \*

37 Constitutional violations from Count 2.....	\$9,250,000
Partial Table total.....	\$*****
Racketeering civil penalties..	\$(salary and other actual damages)
	_____
GRAND TOTAL OF DAMAGES	\$(add the above)

\* \* \* \* \*

[end of block for one page]

The undersigned Complainant Affiant, [name], declares under penalties of bearing a false witness, that the complaint as stated herein is true, correct and certain, now a matter of public record, a standard operating procedure of the [IRS] [state taxing authority] and the conspiracy demonstrated, by personal experience. (exhibits attached)

Exhibits:

COMMERCIAL AFFIDAVIT  
[other exhibits; i.e., of off-point no responses]

DATED: \_\_\_\_\_

[name]  
Complainant Affiant

[below this point - Notary item should all be on one page.]

WITNESS my hand this \_\_\_\_\_ day of \_\_\_\_\_, 1993

/s/ \_\_\_\_\_

[name], SUI JURIS

STATE OF [state]	)	:SS
	)	
COUNTY OF	)	

On this \_\_\_\_\_ day of \_\_\_\_\_, 1993, before me, \_\_\_\_\_, the undersigned Notary Public in and for the State of [state], appeared \_\_\_\_\_, ( ) personally known to me, ( ) or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed within this instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that his signature on this instrument is true, correct and certain.

Witness my hand and official seal:

SEAL OF NOTARY	/s/ _____ SIGNATURE OF NOTARY PUBLIC
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## Appendix B.5 - Coloring Agreement

This agreement can be used to establish the Constitution and the Bill of Rights as "colorable law" between



you and a government official. It is more likely to be effective against an administrative or executive employee than a judge or a high elected official. To the former, the amounts of money involved are significant. The latter may be rich enough to regard this agreement as a minor nuisance.

---

**PRESENTER**

(your name)  
(your address)

**PRESENTEE**

(government official's name)  
(agency's address)

**AGREEMENT**

1. I, [government official], presentee, here agree to accord to the presenter, [your name], the rights, per ARS 47-1201.36 [or UCC 1-201(36)] declared in the four referenced documents as a limitation upon myself and my agents, per ARS 47-2209.A [or UCC 2-209(a)]:

- a. Constitution for the state of \_\_\_\_\_
- b. Constitution for the United States of America
- c. Declaration of Independence
- d. English Bill of Rights of 1688

2. These four documents constitute a statement of the colorable law between the above two parties per ARS 47-1105.A [or UCC 1-105(a)], and amend any previously existing agreements between the parties *ab initio*, per ARS 47-2207 [or UCC 2-207].

3. No provision of this agreement or the rights thereof shall be deemed waived by a waiver of a breach upon the agreement. There is no waiver of punitive damages.

4. Presenter reserves choice of law, including actions in law or equity, Federal law civil rights actions (either in state or Federal court, lien and *lis pendens*, for either a breach of this agreement, or for continuing dishonor of this agreement.

5. Presentee waives any right of removal to Federal court if a state court action is instituted upon a breach of this agreement. Should this provision be unenforceable, presentee agrees to removal/remand to the U.S. Court of Federal Claims.

6. No immunity shall attach to the violator of the above rights (see Hafer v. Melo, 112 S.Ct. 358 (1991)) and per Article 2, Section 31 of the Constitution for the State of Arizona.

**7. SCHEDULE**

a. Violation of the above rights, **including dishonor of this presentment**, shall be valued at \$1,000 per violation or actual damages, whichever is more, for each such act violative.

b. Violation causing arrest or imprisonment shall be valued at \$10,000 per violation or actual damages, whichever is more, for each such act violative.

**NOTICE OF LIEN**

8. Invasions of the above denominated rights shall act as a lien upon the nonexempt property of the presentee as follows:
- a. Nonexempt household goods; and
  - b. Real estate; and
  - c. Future earnings; and
  - d. Other personal property

**NOTICE OF PROPOSED DISPOSITION OF COLLATERAL**

9. If, after 90 days from the claim on a breach on the above agreement, payment is not received by the presenter, action may be commenced without further notice and presentee will be deemed to have consented to such action as a collection on an account.

__/__/__			__/__/__	
	presenter/creditor			presentee/debtor

**INSTRUCTIONS TO PRESENTEE**

Sign, date, copy and return by first class mail to the presenter within three days of your receipt.

MAILED to presentee:

1st time on \_\_/\_\_/\_\_

2nd time on \_\_/\_\_/\_\_

3rd time on \_\_/\_\_/\_\_

**EXAMPLE OF A COMMERCIAL LIEN, PURSUANT TO THE COLORING AGREEMENT**

Secretary of State  
State of \_\_\_\_\_

_____ )	
creditor )	Commercial Lien
v. )	UCC 9-401(a)(3)
_____ )	
merchant debtor )	

Debtor was presented on \_\_/\_\_/\_\_ with the attached agreement. It was not timely dishonored. On \_\_/\_\_/\_\_ debtor breached the contract by the following acts:



This Commercial Lien is commercially necessary to guarantee for both the Lien Claimants and the public in general; (Does 1 - 250,000,000) that such bond does exist upon said Officials and Officers (Including Congress, Federal Reserve Bank, and Alan Greenspan, Chairman of the Board) and is not placed for any other reason or harassment of persons or processes; and,

that the Federal Emergency Martial Law Act will be disbanded immediately; and

that The New World Order proposed by President Bush shall be immediately negated; and,

that The United States Constitution shall be returned as the Law of the Land to the People; and,

that the Federal Reserve Bank, A Private Corporation immediately disband the Internal Revenue Service as the collection arm for those taxes; and,

that The Federal Reserve Bank be disbanded as the "Controller" of The United States Monetary System; and,

that the United States Monetary System be reinstated under the authority of The United States Congress, as was intended by The Constitution of The United States.

The cited Lien Debtors are being liened for a minimum of \$10,000 each by each of the Lien Claimants for a total in excess of \$2,500,000,000,000.00, which was arrived at by using the \$10,000 multiplied by 250,000,000 citizens based on and pursuant to Title 18 USC §241 of the United States Code, for violations of the United States Constitution and Constitutional Rights, including the Seventh Amendment of the Bill of Rights which guarantees a jury trial in all Commercial processes. Additionally, an approximation of Thirty-Five (35) Civil Rights violations, i.e., other Commercial provision of The United States Constitution.

This Commercial Lien is intended to notify, through recording, that all real and movable property of the aforementioned can be seized from the cited Lien Debtors and those yet to be named as Lien Debtors.

This property is being seized as a pledge that the specifics as requested are adhered to, and to secure a portion of the above cited specifications and obligations as declared, and to apply it as a **bond** on the persons and activities of the Officials, Officers (Including Congress), Federal Reserve Bank (Alan Greenspan, Chairman of the Board), and other such Lien Debtors as may be added from time to time, for whatever relevant and just Commercial Agreements.

This Commercial Lien is **not** a *Lis Pendens* Lien, therefore it may not be removed or dissolved by **any** other parties except the Lien Claimants or a Common Law Jury properly convened and used to settle the claimants' cause.

Additionally, those named and unnamed Lien Debtors, which may be added from time to time, for whatever relevant and just Commercial Agreements, would also be relevant to the aforementioned.

List of Lien Debtors:

President of the United States George Bush; The United States Congress; The Federal Reserve Bank A Private Corporation, and Alan Greenspan, Chairman; Shirley Peterson, Commissioner, Internal Revenue Service; all persons connected now and in the future severally and jointly liable.

Affirmed and respectfully submitted this 30th day of September, 1992

s/ Phillip Marsh

State of California

County of San Joaquin

I, Phillip Marsh, being first duly sworn, say: I am the claimant so named: I have read the foregoing claim and know the contents thereof; and believe the same to be just and correct.

Subscribed and affirmed/sworn to me, a Notary Public, this 30th day of September, 1992. Notary Public in and for The State of California, residing at Stockton, California.

s/Robert Murray

My commission expires: 12-6-1995

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## **Appendix B.7 - Nelson Starr's Lien on Judges and IRS Agents**

This is the lien that the President of the Florida Bar Association could find no way to extinguish. Notice the brevity of this lien. This may be a key to its strength.

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IN THE OFFICE OF THE COUNTY RECORDER  
STATE OF FLORIDA  
PALM BEACH COUNTY

Nelson E. Starr,  
Lien Claimant

v.

William P. Barr, Roberto Martinez, Shirley D. Peterson, William J. Zloch, Norman C. Roettoer, Jr., Dennis Felton, Richard Jarvis, John Morrell, Richard L. Kauff, and All Persons and Others Listed;

A SECURITY (15 U.S.C.) CLAIM OF  
COMMERCIAL LIEN AND AFFIDAVIT

To Guarantee Bond on the Specific Performance of and by All public Officials, Officers of the Court, and Title Insurance Companies Connected with this Cause of Action Consisting of Court Case: No. 92-14134 CIV- REHOE

I, Nelson E. Starr, depose and say as follows:

1. The parties of the Commercial Lien are cited in the following "List of Lien Debtors," where they are identified in the Official Capacities.
2. All processes in the above cited case have been summary processes in which the Constitutional and commercial right to jury trial has been abridged and denied. All other supporting processes have likewise been summary processes.
3. Nothing has been provided by any public official or officer of the court in the above cited case to demonstrate or prove that they are commercially bonded to operate any summary processes which abridge or deny any commercial provision of the United States Constitution or the Florida state Constitution.
4. This commercial lien is commercially necessary to guarantee for both the lien claimant and the public in general that such a bond will exist upon the said officials and officers of the court and is not placed for any reason of harassment of persons or processes.
5. The cited Lien Debtors are being liened for a minimum of \$350,000.00 each, based on Title 18, Section 241, of the United States Code for violation of United States Constitutional Rights including the Seventh Amendment of the Bill of Rights, guaranteeing a jury trial in all commercial processes and approximately 35 other commercial provisions of the United States Constitution.

This commercial lien is intended to seize all the real and movable property of the above cited Lien Debtors and those on the attached extended list of Lien Debtors. This property is being seized as a pledge to secure the above cited obligation declared in paragraphs 2, 3, and 4 to apply it as a bond on the persons and activities of the officials, officers of the court, title insurance companies, and other such Lien Debtors as may be added from time to time for whatever relevant and just commercial agreement.

This commercial lien is not a *lis pendens* lien. It may not be removed or dissolved by any parties except the Lien Claimants or a common-law jury properly convened and used.

Affirmed and respectfully submitted this 11th day of August, 1992.

/s/ Nelson E. Starr

FDL 5360-625-47-204

AFFIDAVIT

State of Florida	)	ss:
County of Palm Beach	)	

Nelson E. Starr, being first duly sworn, says: I am the claimant above named; I have read the foregoing claim and know the contents thereof, and believe the same to be just.

Subscribed and sworn to before me this 11th day of August 1992.

Notary Public

**LIST OF LIEN DEBTORS:**

William P. Barr	United States Attorney General
Roberto Martinez	U.S. Attorney for Southern District of Florida
William J. Zloch	United States District Court Judge
Norman C. Roettoer, Jr.	United States District Court Judge
Shirley D. Peterson	Commissioner, Internal Revenue Service
A. B. Phillips	IRS Tax Attorney, Trial Division
Michael D. Allen	IRS Director, District Center, Atlanta
Merlin W. Heye	IRS District Director, Ft. Lauderdale
Frank Turner	IRS Group Manager, West Palm Beach
Steven Vecchione	IRS Chief, Advisory Unit (Lien/Levy) Ft. Lauderdale
Dennis Felton	IRS Revenue Officer
Richard Jarvis	IRS Revenue Officer
John Morrell	IRS Special Agent
Richard L. Kauff	President, Kauffs of Palm Beach, Inc.

And all persons connected with the case now and in the future severally and jointly liable.

## **Appendix B.8 - Model Commercial Lien**

This example is based upon California statutes. You must change all legal citations to suit your own situation.

**RECORDING REQUESTED BY**

[name1]

**AND WHEN RECORDED MAIL TO:**

[name1]

<no IRS zone number[ZIP CODE >  
<not in any federal enclave>

SPACE ABOVE THIS LINE FOR RECORDER'S USE

=====

CLAIM OF LIEN

THIS CLAIM OF LIEN IS FILE PURSUANT CALIFORNIA CIVIL CODE § 2872, 2874, 2875, 2881(1), 2883, and 2889, against Lien Debtor(s) for default and breach of contract under commercial law. Section 3281 of Civil Code for damages sustained. California Government Code § 27297.5 and 27387 as an involuntary lien based on consensual actions by knowledgeable breach of contract (explained herein). THIS IS NOT A LIS PENDENS LIEN.

LIEN DEBTOR:

[name2]

This CLAIM OF LIEN (Affidavit of Obligation) is a Consensual Lien/Obligation on the part of the Lien Debtor(s), arising out of a private contract formed between LIEN CLAIMANT and LIEN DEBTOR(S). Said contract was initiated by Lien Debtor by claims asserted against Lien Claimant.

LIEN CLAIMANT responded to LIEN DEBTOR by a COMMERCIAL AFFIDAVIT and subsequently a NOTICE OF DEFAULT enumerating the position of LIEN CLAIMANT, proclaiming claims of LIEN DEBTOR to be in error and criminal, and demanding a point-for-point rebuttal by LIEN DEBTOR and proof of basis for his alleged cause of action against LIEN CLAIMANT within thirty (30) days or abate all action against LIEN CLAIMANT, in which failure to rebut Lien Debtor(s) was(were) put on notice that they would be in default.

Subject COMMERCIAL AFFIDAVIT sworn true, correct and complete was sent by LIEN CLAIMANT, [name1] to LIEN DEBTOR(s), [name2], by United States Postal Service, Certified Mail, Return Receipt Requested # [number] on [date] LIEN DEBTOR received said AFFIDAVIT, without signing the certified mail receipt on or about [date]. LIEN DEBTOR failed to respond to AFFIDAVIT/NOTICE, thereby admitting and acquiescing to the declarations by LIEN CLAIMANT, a NOTICE OF DEFAULT was served upon them on [date] by United States Postal Service, Certified Mail, Return Receipt Requested # [number]. Such default admits that the LIEN DEBTOR'S claim was false and fraudulent and that LIEN DEBTOR(S) was(were) guilty of the criminal violations involved in the action of LIEN DEBTOR as set forth in LIEN CLAIMANT'S COMMERCIAL AFFIDAVIT and NOTICE OF DEFAULT and subsequently charged in a CRIMINAL COMPLAINT (AFFIDAVIT OF INFORMATION), given to the United States District Court and the United States Attorney on [date] for LIEN DEBTOR actions.

"Due process requires, at a minimum, that an individual be given a meaningful opportunity to be heard prior to being subjected by force of law to a significant deprivation. . . . That the hearing required by due process is subject to waiver, and is not fixed in form does not affect its root requirement that an individual be given



an opportunity for a hearing before he is deprived of any significant property interest. . . ." (Original italics; 401 US 378- 379) Randone v. Appellate Department, 1971, 5 C3d 536, 550.

"In the latter case [Mullane v. Central Hanover Trust Co., 339 U.S. 306] we said that the right to be heard 'has little reality or worth unless one is informed that the matter is pending and can choose for himself whether to appear or default, acquiesce or contest.' 339 U.S. at 314" Sniadach v. Family Finance Corp., 395 U.S. 337, 339, 340

In the absence of a response, when the LIEN DEBTOR was given an opportunity to respond, the LIEN CLAIMANT [name1] hereby inserts and records this CLAIM OF LIEN against LIEN DEBTOR, [name2], jointly and severally in the total amount of [amount spelled out (\$0.00)], said moneys to be paid in coin minted by the United States Mint, 31 USC 5112 Dollars. Said CLAIM OF LIEN is in the amount of criminal fines, penalties, and damages enumerated in a CRIMINAL COMPLAINT (AFFIDAVIT OF INFORMATION), received by the United States Attorney and United States Magistrate, which total ledger amount is secured by the real and personal community property of LIEN DEBTOR as follows:

PERSONAL, REAL and MOVABLE PROPERTY OF AT [address] save that of LIEN DEBTOR's wedding rings.

This CLAIM OF LIEN is filed pursuant the California Codes and the Fundamental Commercial Law that has existed nearly 2,000 years:

"The ability to place a lien upon a man's property, such as to temporarily deprive him of its beneficial use, without any judicial determination of probable cause dates back not only to medieval England but also to Roman times." United States Supreme Court, 1968, Sniadach v. Family Finance Corp., 395 U.S. 337, 349

Supported by the California Supreme Court, 1971, Randone v. Appellate Department, 5 C3d 536, 96 Cal Rptr 709 and 488 P2d

13. \_\_\_\_\_, to command specific performance of LIEN DEBTOR(s) and to impound their property(ies) for claims of obligation for non-performance, default in Commercial Law, malfeasance of office, violation of oath of office, violation of trust, engaging in unbonded acts, and numerous other crimes and offenses cited in the AFFIDAVIT OF INFORMATION (Criminal Complaint) presented to the United States Magistrate and United States Attorney.

This CLAIM OF LIEN is filed against [name2], LIEN DEBTOR and spouse, including all Community Property of both, in order to prevent their evasion of financial liability through efforts to shield property and assets by placing said property and assets in their spouse's names to prevent attachment for the satisfaction of suits and liens.

CLAIMANT

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

[name1]

WITNESS my hand this \_\_\_\_\_ day of \_\_\_\_\_, 1993

/s/ \_\_\_\_\_

[name1]

STATE OF CALIFORNIA

:ss

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 1993, before me, the undersigned Notary Public in and for the State of California, appeared \_\_\_\_\_, ( ) personally known to me or ( ) proved to me on the basis of satisfactory evidence, to be the person whose signature appears in the within instrument and acknowledged to me that he executed it.

Witness my hand and official seal:

/s/ \_\_\_\_\_

NOTARY PUBLIC

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