

City Hall
City of Buffalo Parking Violations Bureau Room 111
65 Niagara Square
Buffalo, NY 14202

**NOTICE OF CONDITIONAL ACCEPTANCE / NOTICE OF DISCHARGE BY WAY OF SEEKING
CLARIFICATION / NOTICE OF NON PRESENTMENT**

Notice to agent is notice to principal, notice to principal is notice to agent. Affected parties wishing to dispute the claims made herein or make their own counterclaims must respond appropriately within TEN (10) days of service of notice of this action, and must register their response in this notary public office either in person or by certified mail, under oath, bond, and full commercial liability. Failure to respond will result in DEFAULT JUDGMENT

Dear City of Buffalo,

I am writing with respect to **Summons number S9427663**, I acknowledge receipt and CONDITIONAL ACCEPTANCE of your notice. I here by discharge this notice by seeking clarification. I do not understand the cause and nature of the charges and possible proceedings against me. All of the options given on this summons would be tantamount to dishonoring your notice which I do not intend to do. I am sending this notice to offer discussion in the form of conditional acceptance of your notice, to avoid conflict. I accept that you are trying to communicate with me but I do not understand exactly what it is you are trying to convey. It appears as though you are claiming that I owe you money for some reason, which presents another problem, I have never been duly presented with a bill.

It is important that your office understands that I am **NOT** entering a plea of not guilty, nor am I entering a plea of guilty, it is premature to be entering any plea of any kind without first discussion and discovery. I am writing this notice to offer discussion, to avoid conflict, NOT to enter a plea. I am RESPONDING to the summons as the notice demands that I do. I am NOT creating "DISPUTE", nor am I creating "CONFLICT" in dishonor, but offering conditional acceptance upon verification of your claim.

Please provide 1. A signed ORIGINAL bill. and 2. A copy of the LAWFUL 2 party contract that makes me liable to pay it. The unclear information in your notice appears to indicate a statutory infraction of some form. The problem with this is that I am not bound to the terms and conditions of ANY contract to my knowledge, nor am I a signatory to any agreement which gives the related statutes the force of law. A contract cannot be imposed where one does not exist. This notice also fails to provide any evidence of a complaining party alleging under oath and penalty of perjury the violation of a lawful right or damage or injury to their person or property.

As such it appears as if there is no valid cause of action, no standing, no corpus delicti, and thus, no jurisdictional authority given to any court by transference of allegations sworn under oath, and additionally no "TRUE BILL", which makes the summons itself appear to be invalid. If there is no complaining party alleging under oath these 2 elements of corpus delicti the third element, redress ability of the court, also does not exist. Only a grand jury can issue a true bill for a valid summons and warrant. As I understand it the court would only acquire jurisdiction if I create conflict in dishonor and ignore or dispute your notice before offering discussion. In addition to the requested original bill and copy of the contract, if my understanding is flawed please provide the following.

1. A copy of the VALID complaint filed which is sworn under oath and penalty of perjury by a "real party of interest" alleging; damage or injury to person or property, or violation of a lawful right.
2. A true bill issued by a grand jury and ALL evidence presented to the grand jury upon which this true bill and valid summons was issued.

If the requested items are not provided, and a response given within 10 days, ANY and ALL points not in contention will be mutually understood and constitute a shared understanding by acquiescence, which will create permanent irrevocable estoppel with respect to all matters not in contention. And it will be further assumed that there is no contract and the related charges are invalid. Again all responses must be submitted under oath, bond, and full commercial liability to be valid.

I here by swear under oath and penalty of perjury that everything stated in this notice is true and correct to the best of my knowledge and sent in good faith pursuant to my duty to defend claim and exercise rights.

SIGNATURE

NOTARY
