THE CORPORATE STATE

TRAFFIC COURT

Traffic Tickets

Educational info to help you beat Traffic Cases from personal experiences

PRIVATE AMERICAN NATIONAL

Matisse
ACADEMY

“Life is a blank canvas…it’s the part that you fear because it’s the unknown..but you’re the artist…the canvas is only blank because you haven’t created something yet…it’s no reason to fear the unknown..it’s reason to create the picture you want your life to be …so that every time you sit back and reflect on that canvas, you can appreciate the work you’ve done”

- Amyr Samah El

Common knowledge is detrimental...Specialized knowledge applied to real life situations is better then any currency"

There is simply no substitute for reading, so Read this E-book .... Gain special knowledge that only the top 10% of people in the country are utilizing. Take your time and read to understand so that you become “one” with this knowledge. Stay Focused for 3-6 months and watch your life change.

IN THIS E-BOOK YOU'LL LEARN THE FOLLOWING:

Legislative Branch
Executive Branch
Judicial Branch
12 Presumptions of Court
Jurisdiction
Right of Rescission
Name Correction (Adult Name Change)
Postmaster
15 USC 1692 G
Quo Warranto
Suretyship
Abatement

Embassies are literally a piece of another KINGDOM. The soil on which the embassy sits is the actual soil of the kingdom that the embassy represents, and therefore the laws of the foreign land do not apply there.

In the same way, each believer is a walking embassy: we are citizens of heaven, ambassadors sent by God to represent his KINGDOM. The world we are sent into is enemy territory; thus we are behind enemy lines...we are in the world but not of it.

"The kingdom of God is within you" Luke 17:21

What Is an Estate?

An estate is everything comprising the net worth of an individual, including all land and real estate, possessions, financial securities, cash, and other assets that the individual owns or has a controlling interest in.

KEY TAKEAWAYS:

An estate is the economic valuation of all the investments, assets, and interests of an individual.

The estate includes a person's belongings, physical and intangible assets, land and real estate, investments, collectibles, and furnishings.

Estate planning refers to the management of how assets will be transferred to beneficiaries when an individual passes away.

Estate taxes may be levied on the value of one's estate at death.
Understanding Estates

The word estate is colloquially used to refer to all of the land and improvements on a vast property, often some farm or homestead, or the historic home of a prominent family.

However, in the financial and legal sense of the term, an estate refers to everything of value that an individual owns—real estate, art collections, antique items, investments, insurance, and any other assets and entitlements—and is also used as an overarching way to refer to a person's net worth. Legally, a person's estate refers to an individual's total assets, minus any liabilities.

A Quick history lesson speaking broadly...

Legislative branch power is the authority to create laws,

Executive branch power is the authority to enforce the laws that were created, and

Judicial branch power is the authority to decide the meaning of the law and how to apply them in real life situations/cases

in 1917 and amended in 1933 the Geneva Conventions took place and Trading With the Enemy Act (TWEA) spawned from the conventions. What has happened is, The Legislative branch and the Executive Branch have merged under TWEA and created a new status called US citizen (you're presumed to be a US Citizen..in other words its a status that represents you being a dead/incompetent citizen of a fictional government/STATE

So now with the Legislative power they created a jurisdiction, derived from article 4 sec 3 clause 2 referred to as US territories

Also, with the Executive power created a jurisdiction referred to as US District, derived from article 1 sec 8 clause 17-18

In these new jurisdictions they've established courts to ADJUDICATE…and that's where you find yourself all the time when you're dealing with cases

Do you see the problem?

Where's the JUDICIAL BRANCH that's supposed to ADJUDICATE and decided what the law means and how it should be applied to real life cases?

Without going too much deeper down the rabbit hole, please understand that our country is under military occupation...

Traffic Court is Military court...period

Circuit court is military court in the public and equity in the private

District court is military court in the public and equity in the private

Supreme/Federal court is military court in the public and equity in the private

10/10 times you are on the military side but you need to go through that star gate and invoke equity

Military courts are under article 1 and 2 of the constitution and your private unalienable rights are under article 3 of the constitution under judicial powers

If you want to learn more about military occupation please read “Law of Belligerent Occupation”
https://www.loc.gov/rr/frd/Military_Law/pdf/law-of-belligerent-occupation_11.pdf

To Understand more of whats happening when you have been pulled over, issued a ticket, and have to show up to court. You must first understand that NOTHING CAN HAPPEN IN "PUBLIC" THAT HASN'T HAPPENED IN "PRIVATE" FIRST! Our current government is a fiction, a Roman municipal Enclave headed by the Vatican Jesuits. Understand in our country there are human beings holding "Offices" (Titles) under that fiction. In other words, a living human being must "witness" some act done by another. Then that human being makes a "Claim", that your act either Injured Persons, Damaged Property, or Breached a Contract/trust.

Anytime some human being makes a "Claim" that your act violates some Statute or Code, they are Claiming that you are in "Breach of Contract/trust".

Consider this... The "STATE OF INDIANA" "Charges" a man with "murder". Did the FICTIONAL "INDIANA STATE" suffer some "Injury"? Was the "INDIANA STATE" murdered? NO! Did the FICTIONAL "INDIANA STATE" have it's property damaged? NO!

So what "Interest" does the FICTIONAL "INDIANA STATE" have in your Act? Answer? "Breach of Contract/Trust"! Why? Because your Act violates the "STATE's" "Codes"!

So a human being (obviously NOT the "murder victim"), holding a "title" (cop/detective/etc.), makes a "Claim" (Probable Cause Affidavit) that you violated the STATE's "Code", and as such are liable to the STATE for "Breach of Contract/trust".

This is all done in "Private". A human makes a "Claim" that another human is in "Breach".

Then that human (cop/detective/etc.), sends his "Private Claim" (Probable Cause Affidavit) to the District Attorney's Office. The DA uses that "Private Claim" as the "Basis" for filing a "Complaint".

THIS IS WHERE THE "PRIVATE" CLAIM TURNS INTO A "PUBLIC" CONTROVERSY

Now the District Attorney, acting as a "PUBLIC OFFICIAL" files the "Complaint" for "Breach of Contract/trust" with the Court for adjudication. Why? Because you NEVER "rebutted" the "Private Claim"! Therefore, it is (rightfully) PRESUMED that you are in agreement with the "Private Claim" Therefore it is also (rightfully) PRESUMED to be that

you are in "Breach of Contract/rust" as a quasi trustee. You are deemed "liable" to the FICTIONAL INDIANA STATE for violating ITS RULES!

Obviously, murder is an extreme example. And if you do murder someone, you DESERVE the consequences. But the "concept" still stands. The FICTIONAL STATE will never have "Standing" to bring a "Claim" for "Injury to Person", because it isn't a human being! It also will never have "Standing" to bring a "Claim" for "Damage to Property", because it doesn't "own" anything we the people didn't "pay" for.

The only "Standing" The FICTIONAL STATE ever has is for "Breach of Contract/trust", because the human beings operating in the "Capacity" of a "Public Official" are under the "PRESUMPTION" that YOU are operating as an "Employee" (Citizen) of the FICTIONAL STATE.

THE TWELVE PRESUMPTIONS OF COURT

Canon Law 3228

A Roman Court does not operate according to any true rule of law, but by presumptions of the law. Therefore, if

presumptions presented by the private Bar Guild are not rebutted they become fact and are therefore said to stand

true [Or as "truth in commerce"]. There are twelve (12) key presumptions asserted by the private Bar Guilds which if

unchallenged stand true being Public Record, Public Service, Public Oath, Immunity, Summons, Custody, Court of

Guardians, Court of Trustees, Government as Executor/Beneficiary, Executor De Son Tort, Incompetence, and Guilt:

Definition of presumption:
http://www.oxforddictionaries.com/definition/english/presumption

1. An idea that is taken to be true on the basis of probability:

    As a presumption, is a presumption on which must be agreed by the parties, to be true. THEN and EQUALY

    If one party challenges the presumption to be true on the basis of probability. Then

this is all that is recognised to be required to remove the presumption is a formal challenge to that presumption. The presumption then has no standing or merit in FACT.

A probability: http://www.oxforddictionaries.com/definition/american_english/probability

1. The extent to which something is probable; the likelihood of something happening or being the case:

By definition then this is not substantive as it is only a probability of what may be and therefore has no substance in material FACT.

A State Court does not operate according to any true rule of law, but by presumptions of the law. Therefore, if presumptions presented by the private Bar Guild are not rebutted they become fact and are therefore said to stand true. There are twelve (12) key presumptions asserted by the private Bar Guilds which if unchallenged stand true being Public Record, Public Service, Public Oath, Immunity, Summons, Custody, Court of Guardians, Court of Trustees, Government as Executor/Beneficiary, Agent and Agency, Incompetence, and Guilt:

(1) The Presumption of Public Record is that any matter brought before a state Court is a matter for the public record when in fact it is presumed by the members of the private Bar Guild that the matter is a private Bar Guild business matter. Unless openly rebuked and rejected by stating clearly the matter is to be on the Public Record, the matter remains a private Bar Guild matter completely under private Bar Guild rules;

We, the undersigned formally challenge the Presumption of Public Record as it is by definition a presumption by definition and has no standing or merit in presentable or material fact.

(2) The Presumption of Public Service is that all the members of the Private Bar Guild who have all sworn a solemn secret absolute oath to their Guild then act as public agents of the Government, or “public officials” by making additional oaths of public office that openly and deliberately contradict their private "superior" oaths to their own Guild. Unless openly rebuked and rejected, the claim stands that these private Bar Guild members are legitimate public servants and therefore trustees under public oath;
We, the undersigned formally challenge the Presumption of Public Service as it is by definition a presumption, by definition and has no standing or merit in presentable or material fact.

(3 The Presumption of Public Oath is that all members of the Private Bar Guild acting in the capacity of "public officials" who have sworn a solemn public oath remain bound by that oath and therefore bound to serve honestly, impartiality and fairly as dictated by their oath. Unless openly challenged and demanded, the presumption stands that the Private Bar Guild members have functioned under their public oath in contradiction to

their Guild oath. If challenged, such individuals must recues themselves as having a conflict of interest and cannot possibly stand under a public oath;

We, the undersigned formally challenge the Presumption of Public Oath as it is by definition a presumption, by definition and has no standing or merit in presentable or material fact.

(4) The Presumption of Immunity is that key members of the Private Bar Guild in the capacity of "public officials" acting as judges, prosecutors and magistrates who have sworn a solemn public oath in good faith are immune from personal claims of injury and liability. Unless openly challenged and their oath demanded, the presumption stands that the members of the Private Bar Guild as public trustees acting as judges, prosecutors and magistrates are immune from any personal accountability for their actions;

We, the undersigned formally challenge the Presumption of Immunity as it is by definition a presumption, by definition and has no standing or merit in presentable or material fact.

(5) The Presumption of Summons is that by custom a summons unrebutted stands and therefore one who attends Court is presumed to accept a position (defendant, juror, witness) and jurisdiction of the court. Attendance to court is usually invitation by summons. Unless the summons is rejected and returned, with a copy of the rejection filed prior to choosing to visit or attend, jurisdiction and position as the accused and the existence of "guilt" stands;

We, the undersigned formally challenge the Presumption of Summons as it is by definition a presumption, by definition and has no standing or merit in presentable or material fact.

(6) The Presumption of Custody is that by custom a summons or warrant for arrest unrebutted stands and therefore one who attends Court is presumed to be a thing and therefore liable to be detained in custody by "Custodians". Custodians may only lawfully hold custody of property and "things" not flesh and blood soul possessing beings. Unless this presumption is openly challenged by rejection of summons and/or at court, the presumption stands you are a thing and property and therefore lawfully able to be kept in custody by custodians;

We, the undersigned formally challenge the Presumption of Custody as it is by definition a presumption, by definition and has no standing or merit in presentable or material fact.

(7) The Presumption of Court of Guardians is the presumption that as you may be listed as a "resident" of a ward of a local government area and have listed on your "passport" the letter P, you are a pauper and therefore under the "Guardian" powers of the government and its agents as a "Court of Guardians". Unless this presumption is openly

challenged to demonstrate you are both a general guardian and general executor of the matter (trust) before the court, the presumption stands and you are by default a pauper, and lunatic and therefore must obey the rules of the clerk of guardians (clerk of magistrates court);

We, , the undersigned formally challenge the Presumption of Guardians as it is by definition a presumption, by definition and has no standing or merit in presentable or material fact.

(8)The Presumption of Court of Trustees is that members of the Private Bar Guild presume you accept the office of trustee as a "public servant" and "government employee" just by attending a Roman Court, as such Courts are always for public trustees by the rules of the Guild and the Roman System. Unless this presumption is openly challenged to state you are merely visiting by "invitation" to clear up the matter and you are not a government employee or public trustee in this instance, the presumption stands and is assumed as one of the most significant reasons to claim jurisdiction - simply because you "appeared";

We, the undersigned formally challenge the Presumption of Trustees as it is by definition a presumption, by definition and has no standing or merit in presentable or material fact.

(9) The Presumption of Government acting in two roles as Executor and Beneficiary is that for the matter at hand, the Private Bar Guild appoints the judge/magistrate in the capacity of Executor while the Prosecutor acts in the capacity of Beneficiary of the trust for the current matter. if the accused does seek to assert their right as Executor and Beneficiary over their body, mind and soul they are acting as an Executor De Son Tort or a "false executor" challenging the "rightful" judge as Executor.

Therefore, the judge/magistrate assumes the role of "true" executor and has the right to have you arrested, detained, fined or forced into a psychiatric evaluation. Unless this presumption is openly challenged to demonstrate you are both the true general guardian and general executor of the matter (trust) before the court, questioning and challenging whether the judge or magistrate is seeking to act as Executor De Son Tort, the presumption stands and you are by default the trustee, therefore must obey the rules of the executor (judge/magistrate) or you are an Executor De Son Tort and a judge or magistrate of the private Bar guild may seek to assistance of bailiffs or sheriffs to assert their false claim against you;

We, the undersigned formally challenge the Presumption of Government acting in two roles as Executor and Beneficiary as it is by definition a presumption, by definition and has no standing or merit in presentable or material fact.

(10) The Presumption of Agent and Agency is the presumption that under contract law

you have expressed and granted authority to the Judge and Magistrate through the statement of such words as "recognize, understand" or "comprehend" and therefore agree to be bound to a contract. Therefore, unless all presumptions of agent appointment are rebutted through the use of such formal rejections as "I do not recognize you", to remove all implied or expressed appointment of the judge, prosecutor or clerk as agents, the presumption stands and you agree to be contractually bound to perform at the direction of the judge or magistrate;

We, the undersigned formally challenge the Presumption of Agent and Agency as it is by definition a presumption, by definition and has no standing or merit in presentable or material fact.

(11) The Presumption of Incompetence is the presumption that you are at least ignorant of the law, therefore incompetent to present yourself and argue properly. Therefore, the judge/magistrate as executor has the right to have you arrested, detained, fined or forced into a psychiatric evaluation. Unless this presumption is openly challenged to the fact that you know your position as executor and beneficiary and actively rebuke and object to any contrary presumptions, then it stands by the time of pleading that you are incompetent then the judge or magistrate can do what they need to keep you obedient;

We, the undersigned formally challenge the Presumption of Incompetence as it is by definition a presumption, by definition and has no standing or merit in presentable or material fact.

(12) The Presumption of Guilt is the presumption that as it is presumed to be a private business meeting of the Bar Guild, you are guilty whether you plead "guilty", do not plead or plead "not guilty". Therefore unless you either have previously prepared an affidavit of truth and motion to dismiss with extreme prejudice onto the public record or call a demurrer, then the presumption is you are guilty and the private Bar Guild can hold you until a bond is prepared to guarantee the amount the guild wants to profit from you.

We, the undersigned formally challenge the Presumption of Guilt as it is by definition a presumption, by definition and has no standing or merit in presentable or material fact.

Jurisdiction

The legal definition of Jurisdiction is: The Power of a court to adjudicate cases and issue orders.

Territory within which a court or government agency may properly exercise its power.

To break this down a bit further...

Definition of taking jurisdiction means the court has agreed to bankroll the transaction... From beginning to end no matter what transactions happens in the case anywhere from the exclusive equitable to the worse point on the Legal side.

When you go in with a private trust they can't bankroll your trust without jurisdiction and you control what's happening in judges chambers

The court is administering the abandoned estate and using sureties, bonds, docket numbers etc. to bankroll the court transaction against the estate. When properly rebutted/terminated the court truly has no authority to administer the estate.

TRAFFIC TICKET/COURT REMEDIES

You must utilize one remedy before you can try another. DO NOT MIX remedies or you for sure are looking to fail the task at hand. We have had much success utilizing the Name Correction (Adult Name Change) as a foundation document of your legal name status- newly equitable estate, Writ of Quo Warranto, Postmaster Method-Validating the Debt via Title 15 "Notice of Subrogation" and plea of Release and an Abatement

Traffic stops

In our life experiences, when you get stopped in traffic by a police agent, you should remain calm at all times, understand the agent has a job to do and doesn't know the truth about the organic law. The agent only understands codes as it pertains to his occupation. Its not the police agent's job to hold court and determine the law on the spot. Please understand its all just business and shouldn't be anything personal. If you receive a traffic ticket, this is an offer to contract and or an implied trust being served upon your PERSON/entity/Ens Legis. In other words a claim against the abandoned estate of the JOHN R DOE NAME

How we sign Traffic Tickets

If the police agent forces you to sign, then you must make a distinction between yourself and the PERSON/entity. Example of how we sign our tickets: "By: first name, Natural Subrogee or notice of subrogation without recourse/all rights reserved" or "By: first name, Grantor/beneficiary without recourse/all rights reserved" or By: first name, UCC-3-402 (b)(1) without recourse/all rights reserved"

What happens after the Traffic stop?

Within 3 days we have to send the clerk of courts the original Traffic Ticket with the paperwork accompanying it via registered mail.

Why 3 days you might ask? Its because of the Right of Rescission. The legal definition of Rescission is:

In contract law, rescission is an equitable remedy which allows a contractual party to cancel the contract. Parties may rescind if they are the victims of a vitiating factor, such as misrepresentation, mistake, duress, or undue influence. Rescission is the unwinding of a transaction.

(Truth in Lending Act (TILA) under U.S. federal law, the right of rescission allows a borrower to cancel a home equity loan, line of credit, or refinance with a new lender, other than with the current mortgagee, within three days of closing)

“Rescission forms and delivery of material TILA disclosures, whichever is later. Section 1635(a) therefore automatically enables a borrower to unconditionally rescind, the right extends beyond the three-day period. Section 1635(f) limits the borrower’s time horizon for exercising rescission even if the creditor did not deliver the required disclosures, providing that the consumer’s right :shall expire three year after the date of communication of the transaction.”

When Rescission May be Exercised?

Section 1635 gives consumers the right to rescind a loan until midnight of the third business day following (1) communication (closing) of the transaction, (2) delivery of the required relevant forms

Result of mailing Documents

If you follow the steps in the program the final outcome most likely will be you never hearing about the Traffic ticket again. Sometimes if you don't make the 3 day deadline and the Traffic ticket shows on your drivers record, you can still get it removed from your record by following the same steps. you may have a better chance in getting Traffic tickets and warrants removed if you send the documents to the finance department for the CITY and or BMV Administrative office. These remedies have worked for Traffic tickets and Traffic warrants as old as 8 years.

I have taken the liberty to include full instructions for the Name Correction (Name Change) for the state of Indiana. Most state will be very similar. From my experience the most notable differences are in the minimum requirements for due process of publishing, in which 3 weeks is always best. If you want to find the exact instructions

for your state just do a google search for you state name and “name change instructions”

File for a Name CORRECTION (Adult Name Change) so that you can be completely exonerated from the STATE PROPERTY - ALL CAPS NAME - ENS LEGIS. This will terminate/rebut the Public Presumptions properly such as mistaken identity, constructive misnomers and similar legal names under the doctrine of Idem sonans, ward of the STATE - State Property under the doctrine of Parens patriae, loss of age of majority civilian rights under Capitis diminution maxima - Roman Civil Loss, having an abandoned intestate decendant's legal estate as an Absentee, Volunteer surety, and the fused relations of the agent and principal scenarios under the doctrine of Agent-Principal, this will make for a more smooth road on your journey.

Adult Name Change

The Indiana adult name change forms can be downloaded and filled in using the instructions below. However, by responding to the questions found in the Electronic Fillable Packet, the forms can be filled in automatically. If you choose to use the electronic fillable packet, you must print off the completed forms before proceeding to step (6).

Note: The heading of each form should be filled in the same. Enter the county name in the first two (2) available spaces. Below “IN RE THE NAME CHANGE OF:” enter your full name. Leave the “CASE NO.” line blank. Also, certain forms have three (3) empty lines below the signature field. In these spaces, enter your full name, mailing address (street), followed by your city, state, and zip code.

Step 1 – Personal and Contact Information

Your personal and contact information will be relayed to the court via the Appearance by Self-Represented Person in Civil Case form. In section (1) of the Appearance form, print your full name only (leave remaining spaces unfilled). Do not fill in section (3), section (5), and section (6). All remaining sections of the Appearance form should be completed.

Step 2 – Verified Petition for Name Change

The Verified Petition for Name Change form will inform the court of the reason for your name change as well as the new name that you would like to use. In section (6), you will need to enter the name of the document that you will use to show evidence of your U.S.

citizenship. Visit this webpage for a list of accepted documents. All other spaces of the form should be filled in completely. Do not sign the document until you are in the presence of a notary public.

Step 3 – Notice of Petition for Change of Name

After you file with the circuit court, a notice of your request will need to be published in a local newspaper (instructions in step 9). The form needed for publication is the Notice of Petition for Change of Name. Prepare the form by filling in the applicable fields and signing your name.

Note: The date and time of your hearing will be given to you by a clerk when you file your paperwork.

Step 4 – Notice of Filing Proof of Publication

You will need to sign a document stating that proper publication measures have been taken. The document used for this purpose is the Notice of Filing Proof of Publication. Fill out all areas of the document and provide your signature.

Step 5 – Order on Verified Petition for Change of Name

Approval of your request for a name change will be recorded on an Order on Verified Petition for Change of Name form. Fill out the form completely except for the judge's signature and the area designated for the date.

Step 6 – Notarize Petition

You will need to sign the Verified Petition for Name Change in front of a notary public. A notary can often be found at local government offices, courthouses, and banks. A small notarization fee may be required.

Step 7 – Make Copies

Produce several photocopies of the previously completed forms. You will need to have a set of copies printed and ready for submission to the court. Certain counties may require additional photocopies (review the local court rules to see if more copies are required). You should also make a set of photocopies for your personal records.

Step 8 – File With a Circuit Clerk

Gather your original forms, a set of copies, and the filing fee (contact the court in your county to determine the fee) and submit all items to a clerk. Your forms will be stamped

by the clerk and the copies will be returned. Next, ask the clerk to notify you of the date and time of your court hearing. Enter the hearing information on the Notice of Petition for Name Change.

Step 9 — Publish Notice

Bring the completed Notice of Petition for Name Change to a local newspaper. Ask the newspaper to publish the Notice one (1) time each week for three (3) weeks in a row (a publication fee may be required). The final date of publication must be no less than thirty (30) days before the date of your hearing.

Step 10 — Proof of Publication

After the article has been published for three (3) weeks, the newspaper will issue a document showing proof that the article has been published. Make a copy of this document. Attach the original document to the Notice of Filing Proof of Publication and file it with the court.

Note: If you have been convicted of a felony within the past ten (10) years, you will need to provide a notice of your name change to the sheriff and prosecuting attorney in your county as well as the central repository for criminal history information. This must take place no less than thirty (30) days before your hearing.

Step 11 — Attend Court Hearing

Visit the courthouse and attend your hearing. Make sure you have the following documents with you:

- Photo identification
- Birth certificate or other proof of birth
- Copies of all of your filed paperwork, including proof of publication

Be prepared to respond to questions relating to the reason for your name change. If the request is granted by a judge, he or she will sign the Order form and return it to you. This document will be the legal evidence of your name change. In most cases you wont have to go to a court hearing, however if you do use one or two of the elements listed below as your reasoning for the name change, make sure to write it down and or memorizing will help you as well.

You may wish to ask a clerk to put in an order for EXEMPLIFIED RECORDS of the Case/Order form as they will be needed when updating your identification documents and other records (there may be a fee for certified copies). exemplified records are official records triple sealed by two judges and the chief judge. This means you own the root title to your proper name officially, versus your ens legis (ALL CAP STATE NAME)

You will need to form your own petition using your own magic/flavor/style, not to complicate the matter at hand but you need to write from the heart. The following, are elements that should be included in your name correction.

“Applicant’s current legal name is JOHN HENRY DOE, without prejudice and in an abundance of caution.”

“Adult Change of Name” – change to current legal name on your married BC. Termination of Guardian Ward under doctrine.”(if youre not married disregard)

“To correct any mistakes, potential fraud or identity confusion that exists; to protect and preserve Applicant’s good and proper Name.”

“Remedy for the prejudices that arise under the doctrine of “Idem Sonans”. Your name is “john”. But the legal title you are seeking is “Joh Henry Doe”; to be distinguished from “JOHN HENRY DOE”. It’s the name granted to you my parents who exercised their sacred right to name you. I require first hand perfected knowledge of the facts of my true name, and any reference to names assumed at birth are not admissible to me now as an adult.”

“Your name is handwritten in your family bible, but if it’s typed that is secondary, not primary.”

“The name “JOHN HENRY DOE” is not your property because the ‘State’ name is at top, not yours, and your parents’ signatures are not on the certificates, only a state official is on the certificate. There’s no evidence that your parents named you “JOHN HENRY DOE”.”

“You seek to be exonerated from the State’s name “JOHN HENRY DOE” as a form of civil exoneration under the doctrine of suretyship. Due to this mistaken identity under the doctrine of idem sonans an undesirable situation has occurred:

from Roman Civil law and non-English captitonyms words spelled in ALL CAPITAL LETTERS and “capitis diminution maxima” (“loss of head” – Wikipedia), and he no longer wishes for this threat of confusion of suspension of fundamental civilian rights to be withheld, damaged, ousted, or extinguished by these misnomers; under Roman civil loss I have suffered a loss of age majority civilian rights; under the doctrine of agent-principal conditions arise in which said relations fuses the agent with the principal as one resulting in an undesirable situation difficult to manage under mistaken identity in the scenario in which similar agent-principle names are mistaken for one another;
the guardian and ward relation under the doctrine of parens patriae by which Applicant been erroneously regarded as a ward;”

“a volunteer surety on whose shoulders are imputed liabilities such as debts, mortgages, suretyships, and implied irrevocable trustee arrangements established due to mistaken commingling of identities between his legal name granted by his natural parents and the Names of third party foreign alien entities similarly named;

Maxim “equity does not aid a volunteer”;”

“To lawfully restore his equitable rights and defenses to elect, assert, or defend against, to right to resign as a mistaken volunteer implied registered agent, lease, agency, suretyship, or franchisee of similar foreign or alien names imputed to him without his express consent for foreign or domestic similarly named entities per the maxim “equity does not aid a volunteer” and, Scripture is clear that he is not to stand as surety for strangers,

Proverbs 6:1-2; 11:15, Romans 13:8); At 2 Kings 18:23,31, Bible KJV;”

To be restored in order to act or exercise his equitable rights in relation to said foreign and alien names to wit: to be subrogated, exonerated, restored of heir and cestui que rights and organic covenants to Land jurisdiction, enforce reimbursement from co-sureties, restitution, and merging of legal and equitable titles vested in said cestui que rights such as to exercise the equity of redemption or declare deeds absolute to be equitable mortgages, in the absence of which, he may otherwise be clogged without the proper distinction identifying himself by this Court’s competent jurisdiction from any alien foreign enemy, foreign executor, or administrator by which he is otherwise barred from bringing suit into the exclusive original jurisdiction;

“To restoration in law or equity his rights as heir to the decedent’s legal estate of Cook County, Chicago.”

“To be the grantee absolute of his name without the State.”

If need be you can download a copy of the court’s name change petition and use that as a guide to form your own petition.

Once you have file your personalized name change petition, you can use the court’s documents for the remainder of the steps.

Postmaster and Void Debt

Universal Postal Union

Detailed history: http://www.upu.int/faq/en/index.shtml

The UPU (Universal Postal Union) in Berne, Switzerland, is an extremely significant organization in today's world. It is formulated by treaty. No nation can be recognized as a nation without being in international admiralty in order to have a forum common to all nations for engaging in commerce and resolving disputes. That is why the USA under the Articles of Confederation could not be recognized as a country. Every state (colony) was sovereign, with its own common law, which foreclosed other countries from interacting with the USA as a nation in international commerce. Today, international admiralty is the private jurisdiction of the IMF, et al., the creditor in the bankruptcy of essentially every government on Earth.

The UPU operates under the authority of treaties with every country in the world. It is, as it were, the overlord or overseer over the common interaction of all countries in international commerce. Every nation has a postal system, and also has reciprocal banking and commercial relationships, whereby all are within and under the UPU. The UPU is the number one military (international admiralty is also military) contract mover on the planet.

For this reason one should send all important legal and commercial documents through the post office rather than private carriers, which are firewalls. We want direct access to the authority—and corresponding availability of remedy and recourse—of the UPU. For instance, if you post through the US Post Office and the US Postmaster does not provide you with the remedy you request within twenty-one (21) days, you can take the matter to the UPU.

Involving the authority of the UPU is automatically invoked by the use of postage stamps. Utilization of stamps includes putting stamps on any documents (for clout purposes, not mailing) we wish to introduce into the system. As long as you use a stamp (of any kind) you are in the game. If you have time, resources, and the luxury of dealing with something well before expiration of a given time frame, you can use stamps that you consider ideal. The most preferable stamps are ones that are both large and contain the most colors. In an emergency situation, or simply if economy is a consideration, any stamp will do. Using a postage stamp and your autograph on it makes you the postmaster for that contract.

Whenever you put a stamp on a document, inscribe your full name over the stamp at an angle. The color ink you use for this is a function of what color will show up best against the colors in the stamp. Ideal colors for doing this are purple (royalty), blue (origin of the bond, the one holding the contract), and gold (king's edict). Avoid red at all cost.

Obviously, if you have a dark, multi-colored stamp you do not want to use purple or blue ink, since your autograph on it would not stand out as well if you used lighter color ink. Ideally one could decide on the best color for his autograph and then obtain stamps that best suit one's criteria and taste. Although a dollar stamp is best, it is a luxury unless one is well off financially. Otherwise, reserve the use of dollar stamps for crucial instruments, such as travel documents. The rationale for using two-cent stamps is that in the 19th Century the official postage rate for the de jure Post Office of the United States of America was fixed at two (2) cents. Remember the old expression "add your two cents worth". This denomination should be ideal in most situations. Use stamps on important documents, such as a check, travel documents, paperwork you put in court, etc. Where to put the stamp and how many stamps to use depend on the document. On foundation documents and checks, for instance, put a stamp on the right hand corner of the instrument, both on the front and on the back. The bottom right hand corner of the face of a check, note, or bill of exchange signifies the liability.

Furthermore, the bottom right hand corner of the reverse of the document is the final position on the page, so no one can endorse anything (using a restricted endorsement or otherwise) after that. You want to have the last word. If you have only one stamp, put it where you are expected to sign and autograph over it cross-wise. In the case of a traffic ticket, for instance, put a stamp on the lower right hand corner where you are supposed to sign and autograph across the stamp at an angle from upper left to lower right. Also, include this on each document going out from you; such as legal papers or contracts or other important papers and/or coming against you; such as court documents and debt collectors: in, gold ink, pen you social security number without dashes across the upper right hand corner of the front of each page of each document. This is the King's edict that you are a living soul and not a corporate fiction.

Whenever you are disputing a debt alleged by a presentment you received in the mail; do the gold SS# w/o dashes, the Stamp with autograph and seal and across the front of the document at an angle write the following disclaimer in blue ink. "Void Ab Initio I dispute this debt and all claims to contract in accordance with 15 USC 1692 G Void ab initio (date account opened)."

Autographing a stamp not only establishes you as the postmaster of the contract but constitutes a cross-claim. Using the stamp process on documents presents your adversaries with a problem because their jurisdiction is subordinate to that of the UPU, which you have now invoked for your benefit. The result in practice of doing this is that whenever those who know what you are doing are recipients of your documents with autographed stamps they back off. If they do not, take the matter to the US Postmaster to deal with. If he will not provide you with your remedy, take the matter to the UPU for them to clean up.

The countries whose stamps would be most effective to use are China, Japan, United States, and Great Britain. Utilizing these countries covers both East and West. However,

since the US seems to be the point man in implementing the New World Order, one might most advisably use US stamps and we would suggest using a U. S. $.02 (2 cent stamp) as that was the last authorized stamp under the dejure united States of America.

If you put stamps on documents you submit into court, put a stamp on the back of each page, at the bottom right hand corner about a half inch from each border. Then sign your full name in blue diagonally from the upper left hand corner to the lower right hand corner. Make sure you have ink on the paper on both sides of the stamp. Do not place any stamps on the front of court paperwork since doing so alarms the clerk. By placing your autographed stamp on the reverse lower right hand corner you prevent being damaged by one of the tricks of judges these days. A judge might have your paperwork on his bench, but turned over so only the back side, which is ordinarily blank on every page, is visible. Then if you ask about your paperwork he might say something like, "Yes, I have your paperwork in front of me but I don't find anything."He can't see anything on the blank side of a page. If you place an autographed stamp on the lower right hand corner you foreclose a judge from engaging in this trick.

In addition, when it comes to court documents, the front side is civil and the back side is criminal. Next, you seal with your seal (right thumb print in red ink) on the back side of your court documents. Your red thumb print should go on the right side, at or above the stamp. This provides evidence that you possess the cancelled obligation on the civil side. Since there can be no assessment for criminal charges, and you show that you are the holder of the civil assessment, there is no way out for the court.

Also, in any court document you put in, handwrite your EIN number [SS# w/o dashes] in gold on the top right corner of every page, with the autographed stamp on the back side. Use of a notary combined with the postage stamp (and sometime Embassy stamps) gives you a priority mechanism. Everything is commerce, and all commerce is contract. The master of the contract is the post office, and the UPU is the supreme overlord of the commerce, banking, and postal systems of the world. Use of these stamps in this manner gets the attention of those in the system to whom you provide your paperwork. It makes you the master of that post office.

Use of the stamp is especially important when dealing with the major players, such as the FBI, CIA, Secret Service, Treasury, etc. They understand the significance of what you are doing. Many times they hand documents back to someone using this approach and say, "Have a good day, sir." They don't want any untoward repercussions coming back on them.

If anyone asks you why you are doing what you are doing, suggest that they consult their legal counsel for the significance. It is not your job to explain the law, nor explain such things as your exemption or Setoff Account. The system hangs us by our own words. We have to give them the evidence, information, contacts, and legal determinations they require to convict us. The wise words of Calvin Coolidge, the most taciturn president in US history, are apt. When asked why he spoke so little, he replied,

"I have never been hurt by anything I didn't say."

The bottom line is that whenever you need to sign any legal/commercial document, put a stamp (even a one (1) cent stamp) over where you sign and sign at an angle across it. Let the recipient deal with the significance and consequences of your actions. If you are in a court case, or at any stage of a proceeding (such as an indictment, summons, complaint, or any other hostile encounter with the system), immediately do the following:

1. Make a color copy of whatever documents you receive, or scan them in color into your computer;

2. Put a stamp on the lower right-hand-corner of the back of every page and autograph it and place the date over the top of the stamp and your gold SS# w/o dashes just over the date; then seal it with a red ink thumb print seal being careful to overlap both the stamp and your diagonal autograph

3. Write in your social security number in gold ink on the front in the upper right corner of each page;

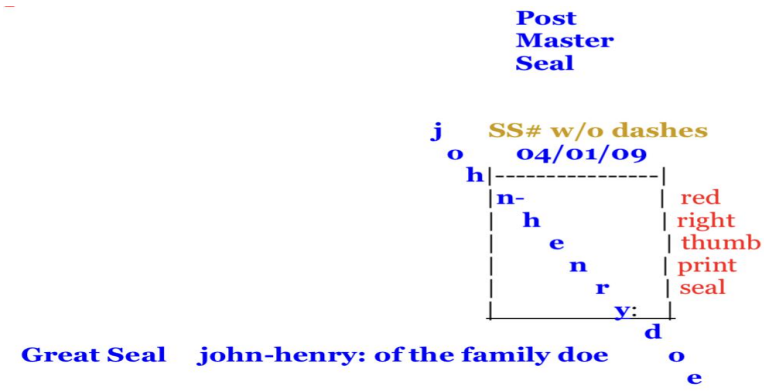
4. If you have an affidavit, also put an autographed stamp on the upper right hand corner of the first page just under the gold SS#and the lower right hand corner of the back of every page;

5. Make a color copy of your finished documents you receive, or scan them in color into your computer.

ILLUSTRATION OF CANCELLATION

I included the postal stamps “canceled” by affixing a postal stamp to the bottom right hand corner of each page (see example below), and autographing in blue diagonally across the top of each stamp = canceling it, and putting the SS# in gold on top right hand corner without dashes for post master identification and the redemption number, and sign our name at the bottom of stamp.

For those who are in the dejure “county”; use your great seal on the left of your autograph and overlap your autograph at least a quarter inch. Then use your postmaster seat directly above the stamp as shown. If you use your Great Seal , do not use the red right thumb print seal.



If you can get a light colored stamp, in a 2 cent denomination, that would be ideal. People who have engaged in this process report that when any knowledgeable judge, attorney, or official sees this, matters change dramatically. All of these personages know what mail fraud is. Since autographing the stamp makes you the postmaster of the contract, anyone who interferes is tampering with the mail and engaging in mail fraud. You can then subpoena the postmaster (either of the post office from which the letter was mailed, or the US Postmaster General, or both), and have them explain what the rules are, under oath for deposition or testimony on the witness stand in open court.

In addition, most of the time when you get official communication it has a red-meter postage mark on the envelope rather than a cancelled stamp. This act is mail fraud. If the envelope has a red-meter postage mark on it, they are the ones who have engaged in mail fraud, because there is no cancelled stamp. It is the cancelled stamp that has the power; an uncancelled stamp has nothing. A red-meter postage mark is an uncancelled stamp. If it is not cancelled, it is not paid. One researcher has scanned everything into his computer, and has more red-meter postage marks than he "can shake a stick at." Officials sending things out by cancelled stamp is a rarity—perhaps at most 2%.

With the red-metered postage you can trace each communication back to the PO from which it was sent, so you can get the postmaster for that PO, as well as the postmaster general for the US, to investigate the mail fraud involved. It is reasonable to conclude that canceling a stamp both registers the matter and forms a contract between the party that cancels the stamp and the UPU. Using a stamp for postage without canceling it is prima facie evidence that the postmaster of the local PO is committing mail fraud by taking a customer's money and not providing the paid-for service and providing you with the power of a cancelled stamp, as required under the provisions of the UPU. When you place an autographed stamp on a document you place that document and the contract underlying it under international law and treaty, with which the courts have no jurisdiction to deal. The system cannot deal with the real you, the living principal (as evidenced and witnessed by jurat (see last page for template). Nor

can officials, attorneys, judges, et al., go against the UPU, international law, and treaty.

In addition, they have no authority/jurisdiction to impair a contract between you (as the living principal) and the UPU (overseer of all world commerce). Your cancelled the stamp by autographing diagonally across the stamp and sealing it (right thumb print in red ink just to the right of the stamp and overlaying both the stamp and your autograph). You did so in capacity of being the living principal, as acknowledged by your seal and the jurat on your documents. If you are in a court case, bring in your red-metered envelopes in court and request the judge to direct the prosecutor to explain the red-meter postage stamp. Then watch their jaws drop. Doing this is especially potent if you also have asked the prosecutor to provide his bar number, since most attorneys in court—especially in US—are not qualified. An attorney in federal court had better have a six-digit bar card or he committed a felony just by walking in and giving his name.

Lastly, if you are charged with mail fraud, subpoena the prosecutor(s) to bring in the evidence on which mail fraud is being alleged, as well as the originals of all envelopes used for mailing any item connected with the case. Then the mail fraud involved was committed by the postmaster of the PO in which the envelope was stamped.

ADDITIONAL THOUGHTS

The Post Office and the International Postal Union The role of the United States Post Office and the Universal Postal Union became a factor in our lawsuits because of several bankruptcies that the United States has been through over the history of the country. When one declares himself a bankrupt, that person is no longer legally competent to conduct his affairs. The court becomes a fiduciary, and appoints a trustee to oversee the affairs of the bankrupt. It does not matter if the bankrupt is a common man, or a nation; except that a nation still has a right to conduct war. Typically the average person anywhere in the world thinks of their Postal System as a part of, and subservient to, their government. However, the postal system in the United States has a different legal history than one would expect. The Post Office and Judicial Courts were established before the seat of the Government.

1. On Thursday, Sept. 17, 1789 we find written, Mr. Goodhue, for the committee appointed for the purpose, presented a bill to amend part of the Tonnage act, which was read the first time. The bill sent from the Senate, for the temporary establishment of the Post Office, was read the second and third time, and passed. The bill for establishing the Judicial Courts . . . , for establishing the seat of government [258] Other references to the Post Office support my theory
of the founding forefather's views:

POST OFFICE. A place where letters are received to be sent to the persons to whom they, are addressed.

2. The post office establishment of the United States, is of the greatest importance to the people and to the government. The constitution of the United States has invested congress with power to establish post offices and post roads. Art. 1, s. 8, n. 7.

3. By virtue of this constitutional authority, congress passed several laws anterior to the third day of March 1825, when an act, entitled "An act to reduce into one the several acts establishing and regulating the post office department," was passed. 3 Story, U. S. 1825. It is thereby enacted,

1. That there be established, the seat of the government of the United States, a general post office, under the direction of a postmaster general. We need to take notice where the commas are placed on that last sentence. That there be established, the seat of the government of the United States, a general post office, under the direction of a postmaster general. When I set off a clause with commas, I make sure that the sentence makes sense without that clause. Taking out the set-off clause, we read, . . . the seat of the government of the United States under the direction of a postmaster general.

The creation of the Post office occurs before the creation of the seat of the government, and is placed in authority over the seat of government. What is the effect of these legal techniques? The stated position of an object and the sequence of events play an important role in the Universal-Legal-Technology. The effect is that the Government's later bankruptcies in 1859 and 1929 have no legal effect upon the solvent Post-Office. We can make a case that the formation of the Post-Office before the formation of the government's operations is a stroke of dumb luck. Perhaps it is ingenious, since communication has a higher value than government itself. If any government fails, the people still have a need to communicate with one another to form a new government. And to this day, the Post-Office is still solvent and operational, ready to fulfill its duty to help the people in their communications; to set a new government should a complete breakdown of the existing governmental structures occur in the United States. Sounds like a very good back up plan.

The formation of the Universal Postal Union in 1874 has another legal effect that is very important to the Universal-Legal-Technology. The Universal Postal Union unites member countries into a single, worldwide postal territory. We have already learned that any litigant is going into international jurisdiction every time he goes to any court. Since the litigant needs to establish that his papers are official, he uses a dollar postage stamp on the face of the first page. The stamps also invoke postal statutes and the Universal Postal Union jurisdiction. Currently in the U. S., the stamp of choice is the fox U. S. dollar postage stamp. The stamp is not drawn in a box, making the forty-five-degree lines unnecessary.

The litigant does, however, need to autograph across the stamp, then date the autograph, for two reasons: to comply with postal regulations concerning private mail carriers, and to make a continuance of evidence that the process (paper work) is mail.

The continuation of evidence is less of a factor, since the definitions of mail and delivery can include a clerk at a grocery store handing a customer a receipt for groceries. The legal writers were forced to make the definitions wide enough to encompass the private rural carriers, and private advertisers that have placed advertisements on our doorsteps, or in our hands. I have thought about this issue a lot, and I did not find any other better alternative. Any loophole would have devastated many consumers, and caused a plethora of other laws to be enacted to cover the loophole.

Additionally, on the back of the first page, we authenticate the authority of the Post-Office with an endorsement, and simultaneously authenticate our identity by placing a postage meter stamp, from a postage meter machine that we have purchased in advance, on the lower quarter of the back of the first page. All commercial papers have endorsements to authenticate their authenticity. Again, we autograph across the meter stamp, and date. The postage meter stamp is better than a regular stamp, and stamps are said to have rendered seals superfluous. The purchase of a meter machine requires identification in case the meter machine is tampered with or is stolen. The meter number on the meter stamp can be traced back to the owner (litigant), and therefore authenticates the endorser better than any seal.

What are we doing by placing our paper work into the jurisdiction of the Universal Postal Union? To answer that question, we need to look at the structure and finance of that organization. The official aims and purposes of the Universal Postal Union (UPU) are two:

> to form a single postal territory for the reciprocal exchange of correspondence;
>
> and to secure the organization and improvement of the postal services and to promote in this sphere the development of international collaboration.

The organization of the circulation of the international mail is based on the freedom of transit, . . . as a result, therefore, only by enduring absolute freedom of transit can the effectual universality of the postal territory be attained.

* * * Freedom of transit is guaranteed throughout the entire territory of the union. Administrations may exchange, through the intermediary of one or more of their number, both closed mails and open mail according to the needs of the traffic and the requirements of the service. Starting in 1878, the union created a category for territories which were recognized as non independent but which were given all the rights of union membership afforded to clearly independent countries. So the members of the union have been operating as sovereign, independent countries, and their currency is based on the gold French Franc. Gold is the acceptable form of money in international jurisdictions, or paper backed by gold. When we purchase postal money order, the money order is backed by gold, not the fiat money called Federal Reserve Notes.

The FRNs, as some call them, are based instead on a promise to pay a debt. The debt is based only upon the full faith and credit of the United States, and lacks any intrinsic value. Some of the obligations in the convention can, in some states, be introduced into domestic practice without involving a nation's legislative process or without even reaching the desk of the chief executive.

The Union also sets forth the principle that postal administrations are responsible for loss of, theft from, or damage to, insured items, and then goes into detail about exceptions to the principle of responsibility, cessation of responsibility, how the sender is indemnified, and the manner in which responsibility is apportioned between postal administrations. There was only one instance, according to the Belgium delegate, where the bureau would have any power even approximating the right to intervene in the affairs of administrations, that is in the arbitration of disputes, but in this instance the bureau could act only when requested to do so by an administration.

The Functions of the International Bureau for the Universal Postal Union include acting as a clearinghouse for information concerning postal matters. It also functions as a clearinghouse for international postal accounts and as a conciliator and arbitrator in disputes over postal matters between administrations. So what we are doing, by placing the postage stamp on our admiralty paperwork and endorsement on the back of the first page, is using the authority of the sovereignty of the longest surviving, solvent, governmental authority in the United States.

Through the admiralty, we are taking the Post-Office and the judicial system back some two hundred years, and simultaneously creating a new territory with all the rights of union membership afforded to clearly independent countries. We are establishing the laws in this new territory with the paper work that we have filed. As we will see later, we are also correcting the errors of the founding forefathers; in that we are also bringing the equal rights that they neglected to give to all the people in the United States. We are eliminating all of the legal deficiencies that handicap the sovereign status of us, the people, within the court.

We are guaranteed that all of the parties in the case: the clerk, judge, bailiff, and litigants have the freedom of transit in the admiralty court. If the clerk, judge, or other official fails to deliver our documents as directed, or delay them, or obstruct them, that person is faced with several penalties within the postal statutes and admiralty statutes. The final advantage is that if we are obstructed, because of the transitory nature of the action, we are in the admiralty and can take the case offshore for adjudication in any court in the world.

§ 6201. Assessment authority

How Current is This?

(a) Authority of Secretary
The Secretary is authorized and required to make the inquiries, determinations, and assessments of all taxes (including interest, additional amounts, additions to the tax, and assessable penalties) imposed by this title, or accruing under any former internal revenue law, which have not been duly paid by stamp at the time and in the manner provided by law. Such authority shall extend to and include the following:

(1) Taxes shown on return
The Secretary shall assess all taxes determined by the taxpayer or by the Secretary as to which returns or lists are made under this title.

(2) Unpaid taxes payable by stamp

(A) Omitted stamps
Whenever any article upon which a tax is required to be paid by means of a stamp is sold or removed for sale or use by the manufacturer thereof or whenever any transaction or act upon which a tax is required to be paid by means of a stamp occurs without the use of the proper stamp, it shall be the duty of the Secretary, upon such information as he can obtain, to estimate the amount of tax which has been omitted to be paid and to make assessment therefore upon the person or persons the Secretary determines to be liable for such tax.

(B) Check or money order not duly paid In any case in which a check or money order received under authority of section 6311 as payment for stamps is not duly paid, the unpaid amount may be immediately assessed as if it were a tax imposed by this title, due at the time of such receipt, from the person who tendered such check or money order.

(3) Erroneous income tax prepayment credits
If on any return or claim for refund of income taxes under subtitle A there is an overstatement of the credit for income tax withheld at the source, or of the amount paid as estimated income tax, the amount so overstated which is allowed against the tax shown on the return or which is allowed as a credit or refund may be assessed by the Secretary in the same manner as in the case of a mathematical or clerical error appearing upon the return, except that the provisions of section 6213 (b)(2) (relating to abatement of mathematical or clerical error assessments) shall not apply with regard to any assessment under this paragraph.

(b) Amount not to be assessed

(1) Estimated income tax No unpaid amount of estimated income tax required to be paid under section 6654 or 6655 shall be assessed.

(2) Federal unemployment tax No unpaid amount of Federal unemployment tax for

any calendar quarter or other period of a calendar year, computed as provided in section 6157, shall be assessed. (c) Compensation of child

(3) Any income tax under chapter 1 assessed against a child, to the extent attributable to amounts includble in the gross income of the child, and not of the parent, solely by reason of section 73

(c), shall, if not paid by the child, for all purposes be considered as having also been properly assessed against the parent.

(d) Required reasonable verification of information returns In any court proceeding, if a taxpayer asserts a reasonable dispute with respect to any item of income reported on an information return filed with the Secretary under subpart B or C of part III of subchapter A of chapter 61 by a third party and the taxpayer has fully cooperated with the Secretary (including providing, within a reasonable period of time, access to and inspection of all witnesses, information, and documents within the control of the taxpayer as reasonably requested by the Secretary), the Secretary shall have the burden of producing reasonable and probative information concerning such deficiency in addition to such information return.

(e) Deficiency proceedings
For special rules applicable to deficiencies of income, estate, gift, and certain excise taxes, see subchapter B.

I have been doing some research on this myself. I came across something that supported and seemed to validate the use of this. You can check it out for your self at the link I've included below. It is an e-Book on Banks and Negotiable Instruments.

I've also researched "cancellation." It's actually quite interesting. Stamps were/are considered "negotiable instruments" also. There was a Stamp Act, which was repealed long ago. But have reason to believe, the procedure "may" still be viable, due to the US's membership with the UPU (Universal Postal Union). Now don't quote me on that. I'm still trying to flesh this out. But the theory is that you become your the Postmaster General, and the placing of the stamp puts the document into international jurisdiction, which should take it out of lessor jurisdictional courts.

I heard an interesting phrase with respect to the postmaster general, it goes: "Nothing moves without the postmaster general." So I would think that we put things (docs) in motion by affixing
the stamp.

Again, just a theory.

You may also want to look into "cancellation." From my understanding, the subscription of your autograph across the face of the stamp, which doesn't have to be

on the stamp itself, but across the envelope AND the stamp, (like the wavy lines the PO uses on a person to person delivery) cancels the stamp. Also, think canceled check, and the banks. There's a definition I came across in business law regarding discharge by cancellation that is interesting too:

"The holder of a negotiable instrument can discharge any party to the instrument by cancellation. UCC 3-605(1)(a) explains how cancellation can occur: 'The holder of an instrument may even without consideration discharge any party in a manner apparent on the face of the instrument or the endorsement, as by intentionally canceling the instrument or the party's autograph by destruction or mutilation , or by striking out the part's autograph." Clarkson, Miller, Jentz, West's Business Law Texts & Cases. 3d edition, 1986. p. 458.

Writ of Quo Warranto

We have had the great success issuing writs of quo warranto over the past 5 years. We have gotten rid of warrants, traffic tickets, drug cases and CPS. Just like the other remedies it is best to issue right away or within the first 30 days, The faster the better.

Quo Warranto is Latin for "by what warrant (or authority)?" A writ quo warranto is used to challenge a person's right to hold a public or corporate office. A state may also use a quo warranto action to revoke a corporation's charter.

Quo warranto proceedings were first regulated by statute as early as 1278, by the statute of 6 Edw. I, c. 1, passed in consequence of the commission of quo warranto issued by the king. A distinction was drawn in the report between Ubertates, jurisdiction exercised by the lord as lord, and regalia, jurisdiction exercised by crown grant.

https://archive.org/details/cu31924019236946/page/n317/mode/2up?q=territory

Cyclopedia of the law of private corporations
by Fletcher, William Meade, 1870-1943

In quo warranto, where the attack is direct, the burden of showing a legal incorporation is on the respondent corporation. The corporation to prevail must prove a de jure existence. A de facto one is not enough.

https://archive.org/details/cu31924019236946/page/n45/mode/2up?q=territory

CHAPTER LIX.
SUITS IN THE NATURE OF A QUO WARRANTO PROCEEDING.

1081. Suits Against Corporations, Public Trustees and Usurpers. — The Chancery Court, both inherently and by statute, has extensive jurisdiction over corporations, and also over persons acting as officials without authority. A bill will lie against the person or corporation offending in the following cases :

1. Whenever any person unlawfully holds, or exercises, any public office or franchise within this State, or any office in any corporation created by the laws of this State ;

2. "Whenever any public officer has done, or suffered to be done, any act which works a forfeiture of his office ;

3. "When any persons act as a corporation within this State without being authorized by law ;

4. Or, if being incorporated, they do or omit acts which amount to a surrender or forfeiture of their rights and privileges as a corporation ;

5. Or exercise powers not conferred by law;

6. Or fail to exercise powers conferred by law, and essential to the corporate existence.

https://archive.org/details/cu31924084259872/page/n889/mode/2up?q=quo+warranto

What is a De Facto Corporation?

The term de facto corporation is typically used in common law jurisdictions to refer to a company that has failed to become a de jure corporation (legally formed entity) but existing in fact and recognized as a corporation under the state laws. “De facto” means something that exists “in fact”. In other words, a de facto corporation is a corporation existing in fact.

What constitutes a de facto corporation

A de facto corporation is:

A company that has not respected the filing requirements (example: issues with its articles of incorporation or certificate of incorporation) but is recognized as a corporation by the state

A company that has not completed its incorporation process but is carrying out business just like a corporation

A company suspended or dissolved by the state but still carrying out business

When a company can prove and achieve a de facto corporation status under the

applicable state law, its shareholders, incorporators and representatives will acquire limited liability protection just like a full-fledged incorporated business.

A DE FACTO CORPORATION IS WHEN THE LAW OR COURTS GRANT A "CORPORATION" STATUS TO A DEFECTIVELY INCORPORATED CORPORATION

A de facto corporation will not be protected by the state in quo warranto proceedings but will provide some protection against third parties.

De facto corporation legal definition According to Cornell Law School's Legal Information Institute, de facto corporation is defined as:

Legal recognition of a corporation, even if the articles of incorporation for a corporation are not properly filed.

To be granted de facto corporation status, there must be: a relevant incorporation statute, a good faith attempt to comply with it, and evidence that the business is being run as corporation.

What is notable with this definition is that a de facto corporation is considered to be a company that has not properly filed its incorporation papers but is given the status of a corporation.

This doctrine is typically invoked when a person enters into a contract with another party thinking in good faith that he or she was acting on behalf of a corporation while no corporation legally existed.

What is a de jure corporation

"De jure" means "legal" or "something that is rightful".

A de jure corporation is a legal entity or corporation duly incorporated under state laws.

In other words, you have a rightfully incorporated corporation.

DE JURE CORPORATION IS A DULY INCORPORATED LEGAL ENTITY

When a person completes the incorporation process and obtains confirmation from the state that the corporation has been legally formed, then you have a de jure corporation or a valid corporation.

The law recognizes a de jure corporation as a legally constituted corporation and authorizes the corporation to perform civil acts and operate a business.

When operating a de jure corporation, the shareholders are fully protected from personal liability.

Third parties dealing with the corporation cannot pursue the shareholders or company representatives personally as they benefit from the limited liability protection.

Forming a de facto corporation

A de facto corporation is not something that you form intentionally the same way as when you decide to incorporate a business.

Rather, when you fail in your incorporation attempt due various formation irregularities, you invoke the de facto corporation status to benefit from the same statutory and legal protection offered to corporations (such as limited liability protection).

Your business can be considered as a de facto corporation if it did everything it had to do to incorporate a business but due to certain issues or technicalities, the corporate charter or certificate of formation was not issued when it transacted with a third party.

This common law doctrine was initially created to protect individuals from liability who thought they were doing business with a corporation in good faith.

Ok now that we have a decent understanding of the difference between de jure corporation and a de facto corporation, you may be wondering how that applies to traffic tickets and remedies. Well, first off all the STATES are not the “union member” states and the city charters have zero ties to the 1789 constitution, their mode is completely foreign with zero civilian due process, a purely roman municipal. When cities directly impact police enforcement, taxes, citations, property addresses, school zone, watershed zones, etc its all by their own authority with zero state constitutional legislation.

You’re under the presumption of law to be a US Citizen and under this presumption you can be charged in violation of a code, but when rebut that presumption and declare you’re a national of one of the union member states and a private citizen of the United States, the facts surrounding you have changed. All of this means when you’re being pulled over and issued a ticket, all the parties in collusion against you, are acting beyond their authority. Issuing a writ of quo warranto is one of the proper remedies.

QUO WARRANTO REMEDY

Whenever you get pulled over and you receive a ticket, if you have to sign, autograph it as such: “ By: first name, natural issuers lien right, subrogee, all rights reserved, without recourse”; get the copy of the ticket from the police agent and immediately issue a writ of quo warranto and have two private witnesses to sign (if possible), make copies of everything and mail the ticket and quo warranto back to the court address located on the ticket (overnight if possible).

Outcome: We have experienced tickets disappearing or never showing up in the

system. We also have experienced this remedy working on older tickets and warrants all the way back to 2008. When we are successful the tickets/warrants usually disappear within two weeks. When issuing a writ in response to a summons we have experienced judges entering an “indefinite continuation” judgement; Dismissed, on the grounds of “failure to state a claim for which relief can be granted”

SURETYSHIP REMEDY

EVERY TRANSACTION INVOLVES 3 PARTIES

Creditor - Debtor - Surety

Creditor= Entity you received credit from/Plantiff/Complainant

Debtor= Principal Birth Certificate (BC)/ALL CAPS NAME/Ens legis

Surety= You, Estate, subrogee, heir, beneficiary

ENTIRE GOOD FAITH IS REQUIRED TOO

The person who signs anything is the surety and has the right to require the creditor to do something, Otherwise they have a defense in court, yes in criminal court too

Anytime you’re in court you’re there as surety

What Is Surety?

The surety is the guarantee of the debts of one party by another. A surety is an organization or person that assumes the responsibility of paying the debt in case the debtor policy defaults or is unable to make the payments.

The party that guarantees the debt is referred to as the surety, or as the guarantor.

The party that guarantees the debt is referred to as the surety, or as the guarantor.

Someone who assumes direct liability for another's obligation. Financial creditors may require the debtor to find a surety, who then signs the loan agreement along with the debtor. Although similar to a guarantor, a financial surety's liability arises as soon as the agreement is closed.

SURETYSHIP, contracts. An accessory agreement by which a person binds himself for another already bound, either in whole or in part, as for his debt, default or miscarriage.

The person undertaken for must be liable as well as the person giving the promise, for otherwise the promise would be a principal and not a collateral agreement, and the prommissor would be liable in the first instance; for example, a married woman would. Not be liable upon her contract, and the person who should become surety for her that she would perform it would be responsible as a principal and not as a surety. Pitm. on P. & S. 13; Burge on Sur. 6; Poth. Ob. n. 306. If a Person undertakes as a surety when he knows the obligation, of the principal is void, he becomes a principal: 2 Id. Raym. 1066; 1 Burr. 373.

As the contract of suretyship must relate to the same subject as the principal obligation, it follows that it must not be of greater extent or more onerous' either in its amount, or in the time or manner, or place of performance, than such principal obligation; and if it so exceed, ii will be void, as to such excess. But the obligation of the surety may be less onerous, both in its amount, and in the time, place and manner of its performance, that of the principal debtor; it may be for a less amount, or the time may be more protracted. Burge, on Sur. 4, 5.

The contract of suretyship may be entered into by all persons who are sui juris, and capable of entering into other contracts. It must be made upon a sufficient consideration.

The contract of suretyship or guaranty, requires a present agreement between the contracting parties; and care must be taken to observe the distinction between an actual guaranty, and an offer to guaranty at a future time; when an offer is made, it must be accepted before it becomes binding. 1 M. & S. 557; 2 Stark. 371; Cr. M. & Ros. 692.

Where the statute of frauds, 29 Car. II., c. 3, is in force, or its principles have been adopted, the contract of suretyship "to answer for the debt, default or miscarriage of another person," must be in writing, &c.

The contract of suretyship is discharged and becomes extinct,

1st. Either by the terms of the contract itself.

2nd. By the acts to which both the creditor and principal alone are parties.

3rd. By the acts of the creditor and sureties.

4th. By fraud.

5th. By operation of law.

Sec. 1. When by his contract the surety limits the period of time for which he is willing to be responsible, it is clear he cannot be held liable for a longer period; as when he engages that an officer who is elected annually shall faithfully perform his duty during

his continuance in office; his obligation does not extend for the performance of his duty by the same officer who may be elected for a second year. Burge on Sur. 63, 113; 1 McCord, 41; 2 Campb. 39; 3 Ad. & Ell. N. S. 276; 2 Saund. 411 a; 6 East, 512; 2 M. & S. 370; New R. (5 B. & P.) 180; 2 M. & S. 363; 9 Moore, 102.

The contract of suretyship becomes extinct or discharged by the acts of the principal and of the creditor without any act of the surety. This may be done,

1. By payment, by the principal
2. By release of the principal
3. By tender made by principal to the creditor
4. By compromise
5. By accord and satisfaction
6. By novation
7. By delegation
8. By set- off
9. By alteration of the contract.

When the principal makes payment, the sureties are immediately discharged, because the obligation no longer exists. But as payment is the act of two parties, the party tendering the debt and the party receiving it, the money or thing due must be accepted.

As the release of the principal discharges the obligation, the surety is also discharged by it.

A lawful tender made by the principal or his authorized agent, to the creditor or his authorized agent, will discharge the surety. See. 2 Blackf. 87; 1 Rawle, 408; 2 Fairf. 475; 13 Pet. 136.

When the creditor and principal make a compromise by which the principal is discharged, the surety is also discharged. 11 Ves. 420; 3 Bro. C. C. 1; Addis. on Contr. 443.

Accord and satisfaction between the principal and the creditor will discharge the surety, as by that the whole obligation becomes extinct. See Accord and satisfaction.

It is evident that a simple novation, or the making a new contract and annulling the old, must, by the destruction of the obligation, discharge the surety.

An absolute delegation, where the principal procures another person to assume the payment upon condition that he shall be discharged, will have the effect to discharge the surety. See Delegation.

When the principal has a just set-off to the whole claim of the creditor, the surety is discharged.

If the principal and creditor change the nature of the contract, so that it is no longer the same, the surety will be discharged; and even extending the time of payment, without the consent of the surety, when the agreement to give time is founded upon a valuable consideration, is such an alteration of the contract as discharges the surety. See Giving Time.

The contract is discharged by the acts of the creditor and surety,

1. By payment made by the surety.
2. By release of the surety by the creditor.
3. By compromise between them.
4. By accord and satisfaction.
5. By set off.

Fraud by the creditor in relation to the obligation of the surety, or by the debtor with the knowledge or assent of the creditor, will discharge the liability of the surety. 3 B. & C. 605; S. C. 6 Dowl. & Ry. 505; 6 Bing. N. C. 142.

The contract of suretyship is discharged by operation of law,

1. By confusion.
2. prescription, or the act of limitations.
3. By bankruptcy.

The contract of suretyship is discharged by confusion or merger of rights; as, where the obligee marries the obligor. Burge on Sur. 256; 2 Ves. p. 264; 1 Salk. 306; Cro. Car. 551.

The act of limitations or prescription is a perfect bar to a recovery against a surety, after a sufficient lapse of time, when the creditor was sui juris and of a capacity to sue.

The discharge of the surety under the bankrupt laws, will put an end to his liability, unless otherwise provided for in the law.

The surety has the right to pay and discharge the obligation the moment the principal is in default, and have immediate recourse to his principal. He need not wait for the commencement of an action, or the issue of legal process, but he cannot accelerate the liability of the principal, and if he pays money voluntarily before the time of payment arrives, he will have no cause of action until such time, or if he pays after the principal obligation has been discharged, when he was under no obligation to pay, he has no ground of action,.

Co-sureties are in general bound in solido to pay the debt, when the principal fails, and if one be compelled to pay the whole, he may demand contribution from the rest, and recover from them their several proportions of their common liability in an action for money paid by him to their use. 6 Ves. 807; 12 M. & W. 421 8 M. & W. 589; 4 Scott, N. S. 429. See, generally, 15 East, R. 617; Yelv. 47 n.; 20 Vin. Ab. 101; 1 Supp. to Ves. jr. 220, 498, 9; Ayliffe's Pand. 559; Poth. Obl. part 2, c. 6; 1 Bell's Com. 350, 5th ed.; Giting time; Principal; Surety

§962 Gibson: Suretyship, Subrogation & Substitution, Exoneration.

§962.Suits for Exoneration of Sureties:

Entire good faith is required between debtor and creditor and sureties. And if a creditor does any act affecting the surety, or if he omits to do any act of duty which he is required to do by the surety, or otherwise bound to do, and that act or omission may prove injurious to the surety; or if a creditor enters into any stipulations with the debtor, unknown to the surety, and inconsistent with the terms of the original contract,the surety may set up such act, omission or stipulation, as a defence to any suit brought against him, in a Court of law or Equity. So that if a creditor stipulates with his debtor, in a binding manner, upon a sufficient consideration, to give further time for payment, without the consent of the surety, the latter [surety] will be thereby discharged, if the arrangement might be injurious to him. Mere delay on the part of the creditor, at least if some other Equity does not intervene, unaccompanied [in the negative] with any valid contract for such delay, will not [in the negative] amount to laches, [no how much time passes without lawsuit you are still the surety] so as to discharge the surety; for the creditor is under no obligation to press the principal for payment. However, sureties are not obliged to wait for their principal to bring suit, but are entitled to come into a Court of Equity, after a debt has become due, and compel the debtor to exonerate them from their liability by paying the debt. If a surety requests the creditor to sue forthwith,

stating that he will consider himself no longer bound as surety if the creditor fails to do so, he will be discharged by the creditor's failure so to sue, if his principal was solvent when the notice was given, but becomes insolvent after the expiration of the time probably required to.prosecute the suit to judgment if it had been promptly instituted as requested.

Elements to exonerate

§963.Frame and Form of Bill for Exoneration of Sureties.-

The bill must allege:

(1) the fact of suretyship and how arising, [i signed the paperwork, i am not the debtor-name holder]

(2) the solvency of the principal debtor when the right of action on the obligation accrued,

(3) that, after such right accrued and while the principal was solvent,complainant notified the creditor to bring suit at once on said obligation or he, the complainant, would stand as surety no longer, [do equity-give notice to creditor to demand he bring suit or i will no longer stand as surety]

(4) that after such notice the creditor failed to sue in a reasonable time, [Evidence of the Notice and failure]

(5) That in the interim between such notice and the bringing of suit by said creditor, against complainant on said obligation the principal debtor became insolvent, and

(6) Should pray that said creditor suit be enjoined and complainant discharged from liability on said obligation.

SUITS FOR SUBROGATION.

§964.Suits for Subrogation and Substitution:

Subrogation is the substitution of one person in place of a creditor, whose debt he has paid under compulsion not being liable primarily therefor,and to whose rights as to the collection of that debt he, there upon, succeeds. [that's the merger] So,whenever a surety,or other person secondarily liable, discharges a debt, he [the surety] is entitled to the benefit of all collaterals or liens which the creditor held as security [that's the merger of the liens]; and the person secondarily liable is entitled to be subrogated to the rights of the creditor against the person primarily liable. In such cases, Equity

regards the payment by the surety, or other person secondarily liable, as equivalent to a purchase of the creditor's rights, equities and collaterals as against the debtor primarily liable; and the Court will treat such payor as an assignee of the creditor, to that extent. So, a creditor is entitled to the benefit of any indemnity [see §685], or collateral security, given by the debtor to his surety. Where, in any case, one not primarily liable pays a debt, or discharges an encumbrance or lien, being under legal compulsion so to do, he will in Equity be substituted to all of the creditor's rights against the person primarily liable.

[Notice how he never says that the Surety “must” sue the debtor - it's never ever put that way; rather, it's saying that you take over for the Creditor, and that's that - it's “merger” and “extinguishment of the debt, lien, encumbrance”]

The following are the most usual cases of substitution and subrogation:

1. "Where a surety discharges the debt or obligation of his principal. [every payment you ever made in life was as the Surety, not the Principal Debtor- let that sink in}.

2."Where a co-surety pays a judgment that is a lien on the other surety's land.

3."Where anyone not primarily liable pays the debt or discharges the obligation of the one primarily liable. [we've been paying the debts of the ALL CAP since 15 days after our birth - time to subrogate or exonerate, and seek restitution]

4. "Where a purchaser, for his own protection, discharges an incumbrance on the purchased property. [Due to threat they take your house ,car, money, children, liberty, turn off your lights, turn off your cellphone, etc - you pay the debt for the Principal debtor]

5."Where a junior encumbrancer for like reason pays off a prior encumbrance. [merger and extinguishment].

6."Where a person advances money to discharge an incumbrance on an agreement that he should succeed to the rights of the encumbrancer.

7. Where a devisee, heir, or legatee satisfies a debt against the estate for which others are equally liable. [This is us, the debtor is a decedent’s legal estate, we are the heir and we are paying the decedent's debts all this time-the STATE is the estate's administration.]

8. Where any person, for his own protection, or the protection of some interest he represents, pays a debt for which another is primarily liable. [Thats compulsion - whether you signed or not - you are dragged into this suretyship because

otherwise they will take your property, money, cut off your lights etc]

9."When an insurance company pays in fulla loss,it thereby becomes subrogated to the rights of the insured against the party causing the loss,and against other insurers.

§965.Form of Bill for Subrogation and Substitution.

1) the plaintiff-surety conferred a benefit upon a defendant-creditor by paying the debtor's debt;

2) the defendant had knowledge of such benefit-from notice;
and under circumstances where it would be unjust for him to retain the benefit without payment (paying back the surety.).

See more at:
http://subrogation.uslegal.com/subrogation-and-liens/#sthash.Mgvad8pu.dpuf

Exonerated:

1)Demand to the Principal to pay the debt or you will be discharged.

2)Request to creditor to sue the BC or you will no longer be bound
NO. 5 says "when the BC is shown to be insolvent then the surety is discharged Example, I, the surety, under legal compulsion to do so, hereby having made all the payments for and on behalf of the principal debtor since the beginning do notice all parties that i am subrogated to the rights of the creditor in this (all) transactions.

Example, I, the surety in this matter, for my own protection , do hereby make the payment to protect my private person property as the Surety to the Principal Debtor; and furthermore, give notice that/as Surety am the subgrogee and that you,the Bank, Creditor are the subrogor. You hare hereby noticed of my sole exclusive act to subrogate you to my rights as the surety.

RELEASE,v.
To lease again or grant new lease.Aaron v. Woodcock, 283 Pa.33,128 A.665,666,38 A.L.R.1251.See Accord and Satisfaction.

RELEASE,n.The relinquishment,concession, or giving up of a right,claim,or privilege, by the person in whom it exists or to whom it accrues,to the person against whom it might have been demanded or enforced. Miller v. Estabrook,C.C.A.W.Va.,273 F.143,148;

Coopey v.Keady,73 Or.66,144 P.99,101.

In this sense it Is a contract and must be supported by lawful and valuable consideration. Hamilton v. Edmundson,235 Ala.97,177 So.743,746.

A discharge of a debt by act of party, as distinguished from an extinguishment which is a discharge by operation of law, and, in distinguishing release from receipt, "receipt" is evidence that an obligation has been discharged, but "release" Is itself a discharge of it. Glickman v. Weston,140 Or.117,11 P.2d 281,284.

An express release Is one directly made In terms by deed or other suitable means. An implied release Is one which arises from acts of the creditor or owner, without any express agreement. Pothier, Obi. 608,609.A release by operation of law Is one which, though not expressly made, the law presumes in consequence of some act of the releasor; for instance, when one of several joint obligors is expressly released, the others are also released by operation of law. 3 Salk. 298; Rowley v. Stoddard, 7 Johns., N.Y., 207.

Liberation, discharge, or setting free from restraint or confinement. Thus, a man unlawfully imprisoned may obtain his release on habeas corpus. Parker v. U.S., 22 Ct. Cl. 100.

The abandonment to (or by) a person called as a witness in a suit of his interest in the subject-matter of the controversy, in order to qualify him to testify, under the common-law rule.

A receipt or certificate given by a ward to the guardian, on the final settlement of the latter's accounts, or by any other beneficiary on the termination of the trust administration, relinquishing all and any further rights, claims, or demands, growing out of the trust or incident to it.

In admiralty actions, when a ship, cargo, or other property has been arrested, the owner may obtain its release by giving bail, or paying the value of the property into court. Upon this being done he obtains a release, which is a kind of writ under the seal of the court, addressed to the marshal, commanding him to release the property. Sweet.

Estates

The conveyance of a man's interest or right which he hath unto a thing to another that hath the possession thereof or some estate therein. Shep. Touch. 320. The relinquishment of some right or benefit to a person who has already some interest in the tenement, and such interest as qualifies him for receiving or availing himself of the right or benefit so relinquished. Burt.Real Prop.12;Field v.Columbet,9 Fed.Cas.13;Baker v.Woodward, 12 Or.3,6P.173.

A conveyance of an ulterior interest in lands or tenements to a particular tenant, or of an undivided share to a co-tenant,(the releasee being in either case in privity of estate with the releasor,) or of the right, to a person wrongfully in possession.1 Steph.Comm.479.

Deed of release.

A deed operating by way of release; but more specifically, in those states where deeds of trust are in use instead of common-law mortgages,as a means of pledging real property as security for the payment of a debt, a "deed of release" is a conveyance in fee, executed by the trustee or trustees, to the grantor in the deed of trust, which conveys back to him the legal title to the estate, and which is to be given on satisfactory proof that he has paid the secured debt in full or otherwise complied with the terms of the deed of trust.

Release by way of enlarging an estate.

A conveyance of the ulterior interest in lands to the particular tenant; as, if there be tenant for life or years, remainder to another in fee, and he in remainder releases all his right to the particular tenant and his heirs, this gives him the estate in fee 1 Steph.Comm.480;2 Bl.Comm.324.

Release by way of entry and feoffment.

As if there be two joint disseisors, and the disseisee releases to one of them, he shall be sole seised, and shall keep out his former companion; which is the same in effect as if the disseisee had entered and thereby put an end to the disseisin, and afterwards had enfeoffed one of the disseisors in fee. 2 Bl.Comm. 325.

Release by way of extinguishment.

As if my tenant for life makes a lease to A. for life, remainder to B. and his heirs, and I release to A., this extinguishes my right to the reversion, and shall inure to the advantage of B's remainder, as well as of As particular estate. 2 Bl.Comm.325.

Release by way of passing a right.

As if a man be disseised and releaseth to his disseisor all his right, hereby the disseisor acquires a new right, which changes the quality of his estate, and renders that lawful which before was tortious or wrongful. 2 Bl.Comm.325.

Beleue by way of passing an estate.
As, where one or two coparceners releases all her right to the other, this passes the fee-simple of the whole. 2 Bl.Comm. 324, 325.

The relinquishment by a married woman of her expectant dower interest or estate in a

particular parcel of realty belonging to her husband, as, by joining with him in a conveyance of it to a third person.

Release of dower.

The relinquishment by a married woman of her expectant dower interest or estate in a particular parcel of realty belonging to her husband, as, by joining with him in a conveyance of it to a third person.

Release to uses.

The conveyance by a deed of release to one party to the use of another is so termed. Thus, when a conveyance of lands was effected, by those instruments of assurance termed a lease and release, from A. to B. and his heirs, to the use of C. and his heirs, in such case C. at once took the whole fee-simple in such lands; B. by the operation of the statute of uses, being made a mere conduit-pipe for conveying the estate to C.Brown.

RELEASEE. made. The person to whom a release is made.

RELEASER, or RELEASOR. release. The maker of a release.

SURETYSHIP REMEDY

Whenever you get pulled over and you receive a ticket, if you have to sign, autograph it as such: " By: first name, natural issuer lien right, subrogee, all rights reserved, without recourse"; get the copy of the ticket from the police agent and make your own copies.

You should have a date for a court hearing, if not, request a hearing immediately.

Next send a Notice of Subrogation and Substitution, have it notarized and mail the document registered mail (overnight if possible) to the court address on the ticket you received.

Finally, Go to the court hearing and submit an oral Plea of Release DO NOT submit a plea of no contest, plea of guilty, nor plea of not guilty

Outcome

From our experiences The judge should/will or the case settled and or have the sheriff remove you from court and or direct you to the cashier/clerk to issue you a check if you have made any payments to retrieve property, as surety.

ABATEMENT & DEFENSES- Jurisdiction

Gibson Defenses-Abatement §230

1. §232.Order in Which Defences Must be Made. It is important for the pleader to keep in mind the order in which the various kinds of defences must be relied on, inasmuch as a mistake, in this matter, may preclude him from availing himself of the only successful ground of defence open to him. Order of defence is strictly logical, beginning with the most technical and least meritorious, kind of defence, and proceeding, by regular stages the least technical and most meritorious. The order of defence is presc;ibed by statute, and is in strict accord with the true logic of pleading. It is as follows:

A. Pleas in Abatement,including, under this term, all plcas which seek to dispute the jurisdiction of the Court over the person of the defendant or over the subject-matter of the suit. 2.Motions to Dismiss, including all the various grounds whereon the defendant seeks to have the bill summarily dismissed, without filing any written pleading.

B. Demurrers,whether to the whole bill, or only to a part thereof.

C. Pleas in Bar, comprising all pleas which do not dispute the jurisdiction of the Court.

D. Answers, which also,incluJe Disclaimers,8 whether the disclaimer covers the whole, or only part, of the subject-matter of the litigation.

E. Cross Bills, whether joined to the answer, or filed as a separate pleading.

F. The adoption of anyone of the foregoing defences is a waiver of the right to set up any defence that precedes it; but,where strong reasons can be shown, especially where the defendant is a person under disability,the Court will allow the answer to be withdrawn, and a demurrer filed; or a demurrer to be withdrawn, and a plea in abatement filed. Each of these defences will be fully considered in subsequent sections.
Gibson Abatement §698

2. When a suit in Chancery becomes defective,for want of parties before the Court,by or against whom it can, in whole or in part, be prosecuted, it is said to be abated. 1 An abatement,in the sense of the common law, is an entire destruction of the suit, so that it is quashed and ended. But in the sense of Courts of Equity, an abatement signifies only a present suspension of all proceedings in the suit,from the want of proper parties capable of proceeding,or being proceeded against, therein. At the common law, a suit when abated, is absolutely dead. But in Equity a suit,when abated, is merely in a state of suspended animation; and may be revived. The death,or marriage,of one of the original parties to the suit, is the most common cause of the abatement of a suit in Equity.

3. Revivor is what Name Change is...Charles Phelps say that “revivor" the word itself doesn't even have to appear to actually 'be a revivor' in substance. Juridical Equity §46 Abatement and revivor. When a sole plaintiff or defendant dies,whose interest so terminates with his life as to leave no subject of litigation remaining, the suit necessarily abates, in the common law sense,that is, expires. In other cases of death of parties, pending suit, and in some cases of marriage,the suit was formerly deemed to have abated, in the equity sense of the term,meaning simply suspended until formally revived by bill of revivor. The inconvenience of the proceeding by bill has, in many states, led to enabling legislation authorizing a simpler method of revival, by suggestion or petition, the voluntary or involuntary appearance of personal representatives, and the making of new or additional parties by amendment.

4. Gibson §698 Suit in Chancery is Abated.
Whenever a suit in Chancery becomes defective, for want of parties before the Court, by or against whom it can, in whole or in part, be prosecuted, it is said to be abated. An abatement,in the sense of the common law, is an entire destruction of the suit, so that it is quashed and ended.But in the sense of Courts of Equity, an abatement signifies only a present suspension of all proceedings in the suit,from the want of proper parties capable of proceeding, or being proceeded against, therein. At the common law, a suit when abated, is absolutely dead. But in Equity a suit, when abated, is merely in a state of suspended animation; and may be revived.

5. See Randy Lee "Abatement” of a California Misdemeanor. (very important!)

https://www.scribd.com/document/531337371/ABATEMENT-Randy-Lee-Irs-Abatement-Case-in-California

You will need to review this case in its entirety to get a better understanding and feel for what you are doing if you still need help. The foundation document - Name Correction - will absolutely need to be used in an abatement as evidence.

EMERGENCY ORAL REMEDIES, TIPS AND TRICKS

PUBLIC HEARINGS AS DEFENDANT:

(send notice into Judge's chambers of your status and Notice of the Trust prior to hearing).

a. “My name is granted to the court for future return with my interest.” (say two times) [Judge will say something like “I don't see the legal significance of that”] Your

Response: “objection” - on the grounds the significance is not legal or at Law, but equitable in a court of equity where equitable rights are historically recognized; due to the nature of this proceeding the equitable rights are not cognizable here and therefore presents a conflict or variance of Law. The conflict is equitable rights and defenses are not cognizable at Law and the rights in my defense are purely equitable.

b. “Do you disclaim the trust?”

c. That this is an equitable cause in equity arising under the constitution of the United States and that where the rights of “John Henry Doe” are in jeopardy, and are those of a private citizen, and are of those classes which the constitution of the United States either confers or has taken under its protection and no adequate remedy for their enforcement is provided by the forms and proceedings purely legal, the same necessity invokes and justifies, in cases to which its remedies can be applied, that jurisdiction in equity vested by the constitution of the United States, and which cannot be affected by the legislation of the emergency provisional congress, the states nor the agencies subject to the law of the District of Columbia.

d. “Private trust is a special matter and due to exigent circumstances, I am invoking a court of equity to protect the interests of a private trust that cannot be seen by this court at-law; when there is a conflict between the rules of Law and the rules of equity over the same subject matter then the rules of equity shall prevail."

TRUSTS

”Judge, these proceedings damaging rights to possession, title and interest in a private trust that only inherent equity has the sole exclusive jurisdiction to recognize-this is not a court of special equity and it does not have jurisdiction of non-statutory trust here today.”

“I know who the parties of the trust are and it's not anyone this court can see.”

“Does this court have authority over private trust?” “The real party of interest is not here today, who is the trustee who holds an original “Certificate of special deposit” on behalf of a private trust that these proceedings are damaging.”

“Does the court disclaim the trust? Does the Plaintiff?”“Let the record show that both the Court and the Plaintiff admits the trust.”

“For and on the record,this court lacks authority over trust, and these proceedings are damaging rights on the private not cognizable here today.”

“As the record shows:There is a private trust in which an individual not cognizable by this court has rights to property, title and other interests. These proceedings threaten to

irreparably damage the rights of a beneficial interest holder in the private."

"Due to these exigent circumstances the defendant is motioning for a dismissal of this at-law proceeding and transfer into a court of special equity where a private beneficial interest holder's rights can be seen. Defense requires in chambers conference to present Private Special Confidential Proprietary information for the court's consideration. "[objection: "the court cannot compel the defense to publish private special confidential proprietary documents."]

"For the record I did not violate the soul,intent and spirit of the law, nobody was injured and no property is damaged."

"show cause why this matter cannot be handled privately""I demand again that you show cause why this matter cannot be handled privately.....then for and on the record, BE IT RESOLVED the parties mutually agree, accept, admit, confess that this shall be handled privately."

"I'm the Heir/Heiress to this entire court transaction, do you have proof of your authority to administer the estate?"

"I Have a sworn statement of intent from the Settlor/Testatrix of the ALL CAP/BC decedent's legal estate and im not not aware that she intended for any third party/foreign administration"

"I'm the Grantor/Beneficiary and i make the court (NOT JUDGE) a fiduciary trustee and order this entire court transaction to be settled, otherwise i'll need all the sureties, bonds, and bar cards to do an attachment and make a complaint with the insurance commissioner."

"I'm the natural issuer with lien rights and request and demand my right of subrogation and substitution to the principal debtor ALL CAPS/BC NAME" *hand over BC to judge*
ARE YOU A SOVEREIGN CITIZEN?

First. "NO, I AM NOT A SOVEREIGN CITIZEN"

"I support my answer by stating:

1) I'm a friend of the United States, not a neutral, not anti-government

2) I physically reside, non-statutorily, in the Union State in a non-military occupied area without the Territorial Jurisdiction and without the District of Columbia.

3) I don't have a personal military so I depend on the United States for protection and security found in Article IV Section 4, making me subject to those protections."

4) I spend a lot of my time learning on how to comply with the Law of both my creator and my Government, not defiling and opposing those laws.

taken in response to a news article that stated the elements that makes a sovereign citizen

Conclusion

You have been given a legal foundation, 4 remedies, along with tips and tricks, to beat Traffic Tickets and Traffic Court starting today. Quo Warranto, Suretyship, Postmaster combined w/ Title 15, and an Abatement. Remember to act diligently and swiftly in your matters. Your best chance to settle the case in an efficient matter is to act within 3-7 days, the latest should be 30 days. Remember to always send due notice two weeks ahead of court hearing and make sure your name correction is included with your notice.

If you need help on your journey don't hesitate to visit us at www.MatisseAcademy.com

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