

"Indeed, no more than (affidavits) is necessary to make the prima facie case." United States v. Kis, 658 F.2^d, 526, 536 (7th Cir. 1981); Cert Denied, 50 U.S. L.W. 2169; S. Ct. March 22, 1982

Re: Lawful process to resolve 1st Judicial Dist. Circuit Court Judgment from Case 02C-290, Index of Documents

I am Henry Theodore of Elden © family, a living, breathing, blood flowing sentient man, the affiant. Further information about my status is clearly enumerated here and in public documents recorded in Kanawha Country Courthouse, West Virginia Sec. of State's UCC office and in newspaper legal ads. The affiant created the following documents which were served on those so addressed. They are here included in public recorded for anyone to see. I formally, privately and publicly, endeavored to settle the referenced judgment and or presentment by asking the respondent(s) addressed specific questions. The affiant gave them lawful opportunities in time to submit written responses. The respondent chose to stand mute to these questions.

Should any reading this document want further detail, they may ask of this writer, the affiant, or explore directly themselves. ThoughtPrint.org shows a simple, direct method that anyone can use to find, confirm, and read further on any subject. With persistence, the fine details of law and history are revealed and confirmed. The last document here shows more of how to use that simple technique.

Is not silence or non-response to question(s) equivalent to fraud ?

- U.S. v. Prudden, 424 F.2d. 1021; U.S. v. Tweel, 550 F. 2d. 297, 299, 300 (1977)
Silence can only be equated with fraud when there is a legal and moral duty to speak or when an inquiry left unanswered would be intentionally misleading.
- McNally v. U.S., 483 U.S. 350, 371-372, Quoting U.S. v Holzer, 816 F.2d. 304, 307
Fraud in its elementary common law sense of deceit... includes the deliberate concealment of material information in a setting of fiduciary obligation. A public official is a fiduciary toward the public,... and if he deliberately conceals material information from them he is guilty of fraud.
- Morrison v. Coddington, 662 P. 2d. 155, 135 Ariz. 480(1983).
Fraud and deceit may arise from silence where there is a duty to speak the truth, as well as from speaking an untruth.

pick-up

On receiving a presentment; a bill, a ticket, a court summons or judgment, affiant lawful acts to resolve the matter

From this 1215.org website, their statements and concepts, clearly stated, are easily to discern and confirm from many different sources. I quote them here: Beginning of quotes from their web site - - - - -

"A presentment occurs when something is brought to your attention. For example, you are given a bill for services. Or, you are accused of causing some harm. Or, you are notified of a situation.

Presentment definition: a: The act of presenting to view or consciousness
b: something set forth, presented, or exhibited , c: the aspect in which something is presented." Merriam-Webster dictionary, online www.merriam-webster.com/dictionary/presentment

Honor & Dishonor. "... important aspect of the law. In law, "Honor" or "Dishonor" is a process. It is what is done in response to a presentment. Throughout the entire process you *must* be in honor. This applies to everything you do in the legal process. To act with dishonor toward the other person is the highest sin in any system of law.

High Principles

"In ancient times, honor was the manner of being that we now describe as having integrity. In plain language, an honorable person avoids deception whenever possible, treats others with respect and sticks to her beliefs no matter how others think or act." ~Carla Joy "Personal integrity; allegiance to moral principles." wordia.com

"The ultimate measure of a man is not where he stands in moments of comfort, but where he stands at times of challenge and controversy." ~Martin Luther King, Jr.

In practice, after party "AB" makes a presentment, Party "CD" does one of the following:

HONOR

- 1. Accord & Satisfaction:** CD Honors by accepting the presentment without recourse, and then satisfies whatever is demanded in the presentment. Example: AB presents a bill for services; CD pays the bill.
- 2. Conditional Acceptance:** CD Honors by accepting the presentment but with conditions. Effectively, that is a counteroffer from CD to AB. [AB would then accept the counteroffer as a new presentment from CD.] Example: AB offers his house for sale; CD accepts the offer provided that the house is first painted.
- 3. Rejection without dishonor:** CD rejects the presentment because it is defective. Example: AB presents a bill for services; CD returns the bill because there is an error (perhaps the price is wrong), but will accept the bill once the error is corrected.

DISHONOR

- 4. Argument:** CD rejects (dishonors) the bill. There is no basis for rejecting the bill; the arguments have no relevancy to the presentment. Often, ad hominem (irrelevant comments against AB) accompany the rejection.
- 5. Silence:** CD simply does not respond to the presentment, but remains silent. The presentment is thus dishonored.

Recorded In MISC BK 41 Pg 385, 11/02/2011 03:08:57 PM Deed Tax 0.00, Recording Fee 116.50, TOTAL 116.50
Vera J. McCormick, County Clerk, Kanawha County, WV

If both (parties) are acting in honor, the court has nothing to decide, for the parties will work it out together. If one of the parties is in dishonor (remains silent), then the court must look with favor toward the person who is in honor.

- - - End of references from 1215.org web site on law.

The affiant employed three or more different lawful processes; - Conditional Acceptance for Value, - Administrative Remedy, - Proof of Claim, as well as a straight forward document, offering some simple direct methods to resolve the initial presentment. The Uniform Commercial Code was accepted in West Virginia.

After a question is asked, the Truth in Lending law provides a time period to accept an answer. The chronology of the documents shows ample time was allowed for respondent to respond, which they did not.

The fact that a third party and or notary was involved in either direct questions to the named respondent, and or included in to receive a copy of any response, the question have been asked in the private venue (between the living man and the respondent) and also in the public venue, involving the public, or 3rd party or notary witness, and now this public recording in the Kanawha County Courthouse.

Affiant believes documents recorded at a courthouse are public and can be used in court proceedings as evidence.

The letters / affidavits/ documents enclosed speak for themselves as to their specific wording. The record of the service notice by witnesses, and certified mail testify to their having been served. These are the original documents that I, the affiant, created. True copies have been served. This is a single index of many of these documents.

List of items sent in 2011 confirmed with this website service: Paper Trail Track & Confirm thru USPS
USPS.com® - Track & Confirm

"Allows for online tracking of Priority Mail and Parcel Post."
www.usps.com/shipping/trackandconfirm.htm

You entered # indicates the Cert. Mail #, noting time & date of receipt

2 May Letter to Beaver, Req. Invoice
You entered: 70101670000113114843
Status: Delivered Your item was delivered at 11:12 am on May 05, 2011 in WHEELING, WV 26003.

Letters to: FJDCC = First judicial District Court, Brenda Miller, Clerk
Re: Court Case 02C-290 VICKERS/ MURPHY v ELDEN Judgment

3 May, CAFV Conditional Acceptance for Value, Administrative Remedy, Proof of Claim, offer to pay
You entered: 70101670000113114850
Status: Delivered Your item was delivered at 10:06 am on May 05, 2011 in WHEELING, WV 26003.

6 May, Enclosures to above letter
You entered: 70101670000113114867
Status: Delivered Your item was delivered at 10:12 am on May 13, 2011 in WHEELING, WV 26003

10 June, Req. for response to 3 May CAFV, Proof of Claim, Daniel Stribling © Notary
You entered: 70062150000272322153
Status: Delivered Your item was delivered at 9:47 am on June 13, 2011 in WHEELING, WV 26003.

1 July, Daniel Stribling © Notary, 2nd Reg. Req. for response to 3 May CAFV, Proof of Claim
You entered: 70082810000023665334 Your item was delivered at 9:56 am on July 05, 2011 in WHEELING, WV 26003.

11 Oct., Elden's Cert. of Dishonor, FJDCC has not responded to many requests for Proof of Claim, CAFV
11 Oct. Affidavit of Daniel Stribling, Notice that FJDCC is in Dishonor, Opportunity to Cure
11 Oct, Request for Bill/ Presentment, Tender of Written Offer to Pay
You entered: 70062150000272322276
Your Item's Status Your item was delivered at 10:51 am on October 13, 2011 in WHEELING, WV 26003

24 Oct. Thank you for your resolve of 11 Oct. letter by your non-response.
Cert. Mail # 7006 2150 0002 7232 2290 and Green Confirmation Reply Post Card
70062150000272322290 First-Class Mail® Delivered October 26, 2011, 10:05 am WHEELING, WV 26003

To South Charleston Municipal Court, South Charleston Police, West Virginia Regional Jails
CAFV, Proof of Claim, Administrative remedy

12 May, Notice of Refusal to Contract, served by Darius Barnes ©
24 May, Conditional Acceptance, Proof of Claim, served by ™ Ollie Clifford ©

28 Oct. Req. for Bill/Presentment- Tender of Promise to Pay on taxes to any ELDEN account.
To Kanawha Co. Sheriff Cert. Mail # 7011 1570 0002 7073 8463
70111570000270738463 First-Class Mail® Delivered October 31, 2011, 12:18 pm CHARLESTON, WV 25301

To West Virginia State Auditor Cert. Mail # 7006 2150 0002 7232 2306
70062150000272322306 First-Class Mail® Delivered October 31, 2011, 9:13 am CHARLESTON, WV 25305

Note for reference:

US v Will, 449 US 200,216, 101 S Ct, 471, 66 LEd2nd 392, 406 (1980) Cohens V Virginia, 19 US (6 Wheat) 264, 404, 5LEd 257 (1821)

"When a judge acts where he or she does not have jurisdiction to act, the judge is engaged in an act or acts of treason."

Brady v. U.S., 397 U.S. 742, 748

"Waivers of Constitutional Rights, not only must they be voluntary, they must be knowingly intelligent acts done with sufficient awareness."

Henry Theodore of Elden © family

FURTHER AFFIANT SAITH NOT.

Printed, signed and mailed this 2nd day of November, 2011 A.D.

Subscribed and sworn, without prejudice, and with all rights reserved,

By: My Hand and Mark as Subscriber autograph:

3c USA

Henry Theodore of Elden © family - Affiant

ACKNOWLEDGEMENT

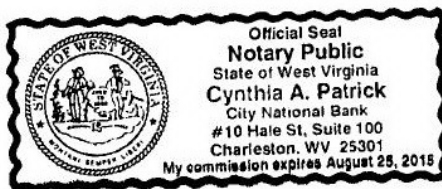
The following Notary Public in and for WEST VIRGINIA, (state), witnessed the personally appearance and signature of the above-signator, Henry Theodore of Elden © family, known to me to be the one whose name is signed on this instrument by personal knowledge and or proved to me, and he has acknowledged to me that he has executed the same.

This document is original signed document certified true copy, with original signatures

Printed Name: Cynthia A Patrick Subscribed to and sworn before me this 2nd day of November, 2011 A.D.

Signed: Cynthia A Patrick

My Commission Expires: 8/5/2015 Common Law Seal:



ThoughtPrint®
Intellectual Property
Technology Solutions
www.thoughtprint.com

To: Mr. Richard Beaver, Attorney
Phillips, Gardill, Kaiser & Altmeyer PLLC
61 Fourteenth Street
Wheeling WV 26003

MISC 41 388

From: Ted, of the family of Elden © Charleston, West Virginia

You have permission until 1 June, 2011 to use copyrighted names here mentioned.

Respond to:

Elden's Case/ Account
c/o Dan, of the family of Stribling ©
Post Office Box 1291
Saint Albans, West Virginia [near 25177]

Mailed: Date: 1 May 2011

Attention Mr. Beaver:

Re: Circuit Court Case: VICKERS v. ELDEN ©

Help Ted of the family of Elden © complete his files. You've received payments from him or his relatives.

Please send us a **certified** copy of your **contract with Elden ©**, including the **terms** of the agreement, rates for your services, and statement of what you will (did) do in his behalf and or what you ~~would~~ (did) not do, **signed by two parties**, Elden © and an authorized agent / officer of our organization.

Send **true bills in commerce** for billings you sent and or payments you received on his account. Bills should be **signed** also by a corporate officer from your organization.

Send certified copy(ies) of these listed items for you and for Judge Ronald Wilson:
- your professional oath(s), when and where filed & recorded. (applicable at the time of the court case).
Of the judge, get a certified true copy **from** the West Virginia Secretary of State, noting date recorded as required by law available through W. Va. Sec. of State, as noted on W. Va. SoS's web site..

Send certified copies of your and his bond(s) of you noting the surety, full contact information, amount and terms, and where filed and or recorded, and certified proof that both the oaths and the bonds of both of you have been entered into the court record of the VICKERS v. ELDEN © case.

Dan and Ted's names, and any variations, are copyrighted, as recorded at Kanawha Co. Courthouse, and given public notice in legal ads run in the Charleston Newspapers.
Please respond in full within thirty days to address noted. Thanks for your attention to these detail.

Autograph by: *Ted of the family of Elden ©*

Ted, of the family of Elden ©

Secure Party Creditor, agent, without prejudice, All Rights Reserved, UCC 1-308



Notary On this second (2nd) day of May, 2011
The signatory above, Ted, of the family of Elden ©,
personally appeared, personally known to me, or proved to me on the basis of satisfactory evidence to be the one whose name is subscribed to the within instrument.

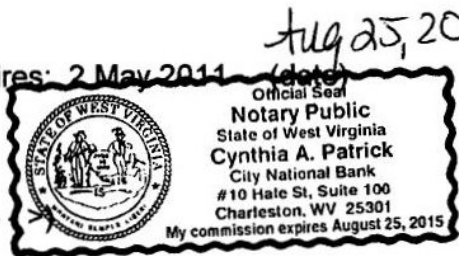
Cynthia A Patrick

(Print Notary name above, sign below) My Commission Expires: 2 May 2011 (date)

Cynthia A Patrick

(Notary's signature)

Document to Beaver, Wheeling, 1 May, 2011 (seal at right -
Re: VICKER v. ELDEN © page 1 of 2



This is a certified true copy of this original document.
I am custodian of the original document. Today is 2 May, 2011.

™ Ollie Clifford ©
(Print Notary name above, sign below) My Commission Expires: 11 / 30 / 16 (date)

Ollie Clifford ©
(Notary's signature)

seal at right - - >)



Affidavit: Proof of Service Process

Mailed To: Mr. Richard Beaver, Attorney
Phillips, Gardill, Kaiser & Altmeyer PLLC
61 Fourteenth Street
Wheeling WV 26003

From: Ted of the family of Elden © Charleston, West Virginia

You have permission for 30 days to use copyrighted names here mentioned.

Respond to:
Elden's Case/ Account
c/o of the family of Stribling ©
Post Office Box 1291
Saint Albans, West Virginia [near 25177]

Mailed: **Date:** 2 May 2011

Re: Circuit Court Case: VICKERS v. ELDEN ©

Affidavit: Proof of Service Process

On this . 2 . . of May, 2011 (date),

I, *NECIA . . . PARR . .* (printed name), process service of this document by
U.S. Mail Certified # 7010 1670 0001 1311 4843

Necia Parr
Signature of server

7010 1670 0001 1311 4843

U.S. Postal Service	
CERTIFIED MAIL RECEIPT	
<i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage \$	Postmark Here
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees \$	
Sent To <i>Beaver 2 Mg</i>	
Street, Apt. No., or PO Box No. <i>two hill</i>	
City, State, ZIP+4	
PS Form 3800, August 2006 See Reverse for Instructions	

Document to Beaver, Wheeling, 1 May, 2011
Re: VICKER v. ELDEN © page 2 of 2

MISC 41 390

BEAVER
BEAVER, West Virginia
258139998

5514560376 -0097
(304)255-1104

05/10/2011 (304)255-1104 U2:54:14 PM

Product Description	Qty	Receipt Unit Price	Final Price
WHEELING WV 26003 Zone-3 First-Class Large Env			\$1.48

3.30 oz.
Expected Delivery: Thu 05/12/11
Certified \$2.85
Label #: 70101670000113114867
Issue PVI: \$4.33

Total: \$4.33
Paid by: Cash \$4.35
Change Due: -\$0.02

Order stamps at www.usps.com/shop or call 1-800-Stamp24. Go to usps.com/clickship to print shipping labels with postage. For other information call 1-800-ASK-USPS. *****
Get your mail when and where you want it with a secure post office box. Sign up for a box online at usps.com/poboxes. *****

Bill#: 1000302078133
Clerk: 11

All sales final on stamps and postage
Refunds for guaranteed service only
Thank you for your purchase

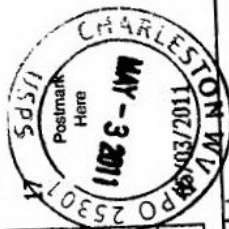
See Reverse for Instructions

9002 (August 2006)

Sent To **FJDC 3 May 11**

Street, Apt. No. or PO Box No. **CAFV**

City, State, ZIP+4



Postage & Fees	Amount
Postage	\$3.94
Return Receipt Fee (Endorsement Required)	\$0.00
Restricted Delivery Fee (Endorsement Required)	\$0.04
Certified Fee	\$58.74
Total Postage & Fees	\$80.74

OFFICIAL USE

U.S. Postal Service
CERTIFIED MAIL RECEIPT
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For delivery information visit our website at www.usps.com

7010 1670 0001 1311 4867

7010 1670 0001 1311 4850

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	Amount
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark Here

Sent To **B Milk OH 15Jvd21 Pk C**

Street, Apt. No. or PO Box No. **2nd Mail**

City, State, ZIP+4

PS Form 3800 August 2006

See Reverse for Instructions

State of West Virginia _____)
) Scilicet
 County of Kanawha _____)

"Indeed, no more than (affidavits) is necessary to make the prima facie case." United States v. Kis, 658 F.2^d, 526, 536 (7^t Cir. 1981); Cert Denied, 50 U.S. L.W. 2169; S. Ct. March 22, 1982

Send certified mailed # 7010 1670 0001 1311 4850 on the second day of May, the year of our Lord, two thousand and eleven (2011) to:

First Judicial District Circuit Court, Ms. Brenda Miller, Clerk or Acting Clerk
 Ohio County Courthouse, Fourth Floor, Room 403, City / County Building, 1500 Champaign Street
 Wheeling, West Virginia [26003]

Notice to agent is notice to principal. Notice to principal is notice to agent.

From Henry Theodore of the family of Elden ©, (abbreviated HTE)
 Respond to: Daniel of the family of Stribling ©, c/o Post Office Box 1291, Saint Albans, non-domestic , West Virginia, [near 25177]

(Note use of these names Henry or Daniel (or any variation) is protected by copyrighted. You have thirty (30) days from receipt of this document to respond and to use the name(s) including the copyright symbol, only in response to this document mailed to the address here given.

Re: Judgment Presentment Identification, & Court Case #
IN THE CIRCUIT COURT OF OHIO COUNTY, WEST VIRGINIA
WRIT OF SUGGESTION, CASE 02C-290

KERRI VICKERS, JOHN VICKERS, JIM MURRAY and CONNIE MURRAY

VS.

H. THEODORE ELDEN JR.

Whereas, in a civil action in which -foreign judgment was rendered in the Circuit Court of Ohio County, West Virginia, on the 5th day of December 2007 in favor of Kerri Vickers, John Vickers, Jim Murray and Connie Murray against H. Theodore Elden Jr. for \$366,842.42, with legal interest thereon from the 5th day of December 2007, until paid accrued to date in the amount of \$2,055.62 plus \$392.00 costs for unpaid balance of \$369,290.04

Notes from Judgment from First Judicial District Circuit Court enclosed.

RE: CONDITIONAL ACCEPTANCE FOR VALUE (CAFV)
PRIVATE INDEPENDENT ADMINISTRATIVE PROCESS - ARTICLE I REDRESS OF GRIEVANCE UNDER NINTH AMENDMENT RESERVATIONS FOR RESOLUTION AND EQUITABLE SETTLEMENT UNDER NECESSITY, IN THE NATURE OF REQUEST FOR PROOF OF CLAIM/ DISCOVERY

Dear Ms. Brenda Miller, Clerk; 2 May 2011

I, Henry Theodore of the family of Elden ©, the Undersigned, a living soul, a breathing, blood flowing, sentient man over 18 years of age, being competent to think, comprehend, attest and or testify and having first hand knowledge of the facts herein, declares under penalty of perjury of the laws of the united States of America, that: I want to complete and or fulfill any obligations I face, such as this referenced court judgment, first duly sworn, deposed and does say and declare by my signature that the following facts are true to the best of my knowledge and belief.

THAT Remedy in this matter exists in exhausting the administrative remedy first by way of conditional acceptance.

THAT In this matter of this CAFV, I prepared and submit this document pro se, representing myself.

THAT On receipt of Proof of Claim as herein explained, and / or resolved of any remedies or defenses, I will perform and / or discharge the judgment.

THAT Statements below relate to any aspect of this court case and or judgment, from the beginning and continuing, and / or to the history of those people and / or corporations involved as to any; - conflict of interest, - bias, - coercion, - fraud, - perjury, - non disclosure and or breaches in law, or rights.

THAT Law is precise. Every letter, capitalization, punctuation mark, etc., in a legal document is (may be) utilized for a specific reason and has legal consequences.

THAT I have executed many contracts and / or sworn affidavits clarifying my own legal position in life and in law, many of which are filed and / or recorded at courthouse(s), with the United States federal government, and even with the (then) President of the United States.

As the actions of the courts attempt to remove all the physical assets that I have earned and acquired in 50 years of long labor, I muster my best intellectual efforts to understand, articulate and exhaust my rights and remedies. As my monetary resources are all but depleted, I proceeds Sui Juris, in Propria Persona.

For you and everyone involved with the FJDCC, for period of referenced law suit, 2001 to current, please send me a certified true copy of each oath of office. Of elected officials, a send certified true copy from the W. Va. Sec. of State's office, noting the date filed and recorded with the W. Va. Sec. of State

I am reading again the WRIT OF SUGGESTION and note that it says:

"You may want to file a petition with the circuit court to seek relief."

Please explain to me in writing how to do this, and what this means.

Could anyone send me an example of a similar petition to see possible form and substance ?

Definitions: The seeming name of a person can mean diverse things. When spelled in all capital letters, it refers to a specific legal entity with unique characteristics separate from a living human being spelled in similar name but with upper and lower case letters.

Abbreviations in this document.

I, me, my, mine means Henry Theodore of the family of Elden ©, the breathing, blood flowing, soul and spirit, the sentient, conscious, competent human being, who lives and operates outside of the control and protection of other legal forces and / or guardians, inclusive of any of my rights, property, businesses, or corporations.

HTEj means H. THEODORE ELDEN, JR., the legal entity named in the referenced court cases/ judgment, not the real live human being. This name is synonymous with DEBTOR NAME, Defendant (and or my persona – the living man acting as authorized agent for HTEj) and refers to various aspects of the trust / corporation/ account set-up and named like the living person, but spelled in all capital letters. HTEj is treated like a legal entity, unique, specific and separate from me, the Undersigned, previously defined. I may have connections to these legal entities, referenced as my name spelled in all capital letters, as authorized agent, benefactor, trustee and / or administrator. Those legal entities may be in any and / or all these forms; corporations, trusts, Cestui Que Vie Trust, or other, (possibly) based on the creation of a registered Birth Certificate, and / or separate from the living breathing man, named Henry Theodore of the family of Elden ©.

EAI means ELDEN ASSOCIATES INC. the W. Va. corporation created, and once owned and operated by me.

FJDCC means the First Judicial District Circuit Court of WEST VIRGINIA and clerk(s), judge(s), jury, elected officials, officers and / or any attorney's (on this case) and / or any, related corporation(s) and or legal entities connected and / or associated with FJDCC or the people and legal entities involved. inclusive of any related staff, officers, corporations, trusts, bonds, etc.

W. Va. means West Virginia, a geographic place, a political district, a government, and / or possibly a corporation.

You means Brenda Miller, Clerk for the FJDCC, acting privately and in her role as clerk or agent for the FJDCC, and any other people, officers, officials of the FJDCC and or related organizations, corporations, etc.

PLACE NAMES, in any spelling or variant capital letters, indicates a proper noun, a political district, a government, and / or a corporation as well as a geographic region, such as; WEST VIRGINIA, State of Wet Virginia, Ohio County, Charleston.

US Constitution, and references to it, here means the Constitution for the United States of America as ratified about 1787 A.D. and not the Constitution of the UNITED STATES (corporation) included as articles to that municipal corporation formed about 21 February, 1871, unless otherwise stated.

And / or , or and/or means to apply all possible cases, and answer in full.

End of definitions.

- - - -

1. PROOF OF CLAIM; That you do not have the 'duty and obligation' to produce and provide the 'proofs of claim' as requested pursuant to the principals of the 'clean hands doctrine' and 'good faith' dealings with me.
2. PROOF OF CLAIM; That I have consented, agreed, or signed a contract allowing my 'private' property to be pledged and/or taken in any manner to discharge any debt.
3. PROOF OF CLAIM; That I have consented to any 'Pledge' of any property for the benefit of person(s), any private corporation, any foreign principal and / or the federal government,
4. PROOF OF CLAIM; That I am not bankrupt or insolvent and have lawful money of account to 'pay' debts at law in respect to Article I, Section X of the U.S. Constitution as it operates upon the agent of government.
5. PROOF OF CLAIM; That I have been given or afforded a DUE PROCESS HEARING in respect to any judgment and or at the hearing that full disclosure was made as to any commercial scheme (like a contract of mutual agreement or the transaction of a security instrument) applied to me or to some corporate entity (straw-man or Ens legis) as named on you presentments.
6. PROOF OF CLAIM; That I can be 'punished' for relying upon any decision of the United States Supreme Court as to such and certain decisions may be directed towards the actions or limitations of government and/or in respect to my 'rights'.
7. PROOF OF CLAIM; That I am a 'citizen of the United States as defined in 26 C.F.R. § 31.3121(e)-1 that would subject me to the legislative jurisdiction of the United States.
8. PROOF OF CLAIM; That I have been identified as a "U.S. Person" as defined in law.
9. PROOF OF CLAIM; That my signature is not the 'exemption' which carries the value upon 'acceptance for value' of any presentment/ liability to cause the 'exchange,' 'set-off,' or otherwise to discharge any said tax liability.
10. PROOF OF CLAIM; That as to any monetary judgment on me, that you can refuse to accept my discharge of this judgment that I accept it for value and return it for discharge or via other appropriate commercial paper in respect to HJR- 192 or by and through my exemption.
11. PROOF OF CLAIM; That, in light of the National Emergency (Senate report 93-549) and the U S. Bankruptcy (by numerous Executive Orders as codified at 12 U.S.C.A. 95a) that I cannot discharge any fine, fee, 'tax liability' or debt via the remedy provided by Congress via HJR-192, by and through acceptance for value, for the benefit of the Republic, as the authorized representative of my Corporate Debtor (Ens legis) as identified on the IMF file, Tax presentments and or UCC filings with an 'Accepted for value and Returned for Discharge' or other appropriate commercial paper by or through my exemption.

Articles - - - Subjects: government corporations, real money

12. PROOF OF CLAIM; That State of WEST VIRGINIA does not operate under the U.S. Bankruptcy (see Senate report No. 93-549, 12 U.S.C.A. 95 a,) pursuant to HJR-192 as established by Congress, June 5, 1933.

- 13. PROOF OF CLAIM; That I am not one of the people, being above the state corporate government, one of the sovereign people and therein not named in the statutes of the State of WEST VIRGINIA.
- 14. PROOF OF CLAIM; That ALL officers and employees of the STATE OF WEST VIRGINIA and THE FJDCC, and any associated corporations / organizations, particularly with similar names, are under 'Oath of Office' to support and defend both U.S. Constitution (ratified in 1787) and your W. Va. State Constitution.
- 15. PROOF OF CLAIM; That the officers and employees of the STATE OF WEST VIRGINIA and THE FJDCC are bound to support Amendment in Article I, § X, (No State shall... make any Thing but gold and silver coin a Tender in Payment of Debts).
- 16. PROOF OF CLAIM; That the "giving a note does constitute payment." See Echart v Commissioners C.C.A., 42 Fd2d 158.
- 17. PROOF OF CLAIM; That the use of a (Federal Reserve) 'Note' is not only a promise to pay. See Fidelity Savings v Grimes 131 P2d 894.
- 18. PROOF OF CLAIM; That Legal Tender (Federal Reserve) Notes are good and lawful money of the United States. See Rains v State, 226 S. W. 189.
- 19. PROOF OF CLAIM; That Federal reserve notes are not valueless. See IRS Codes Section 1.1001-1 (4657) C.C.H.
- 20. PROOF OF CLAIM; That (Federal Reserve) 'Notes do operate as payment in the absence of an agreement that they shall constitute payment.' See Blachshear Mfg. Co. v Harrell, 12 S.E. 2d 766.
- 21. PROOF OF CLAIM; That the (judgment) liability came from of what 'state', the de jure state ('The State') or the de-facto state ('This State'), a mere corporation, and that any reference to West Virginia is not a corporation.
- 22. PROOF OF CLAIM; That I, a Secured Party has access to 'lawful constitutional money of account' to 'pay debts at law' without becoming a tort feisor.

Articles of CONSTITUTIONS, Jurisdiction, Bond, Commercial Paper

- 23. PROOF OF CLAIM; That the United States Constitution operates upon me, a living human.
- 24. PROOF OF CLAIM; That I am a party to the social compact known as the United States Constitution.
- 25. PROOF OF CLAIM; That I am a signatory to the United States Constitution.
- 26. PROOF OF CLAIM; That I am a party to any contract or agreement to the Federal Corporate government or sub-agencies called 'States.'
- 27. PROOF OF CLAIM; That the Federal statutes and STATE OF WEST VIRGINIA statutes operate upon me..
- 28. PROOF OF CLAIM; That I am a resident of the United States, and a "citizen" of the UNITED STATES and or it's corporation(s) formed initially by US Congress on 22 February, 1871, or any derivative thereof.
- 29. PROOF OF CLAIM; That I am a resident of the STATE OF WEST VIRGINIA, or any derivative thereof.
- 30. PROOF OF CLAIM; That the UNITED STATES and the STATE OF WEST VIRGINIA, by becoming a corporator did not lay down its sovereignty and take on the character of a private citizen and that it can exercise no power which is not derived from the corporate charter. (See The Bank of the United States v Planters Bank of Georgia, 6 L Ed., 9 Wheat 244. Include a certified copy of the corporate charter of each.
- 31. PROOF OF CLAIM; That my rights did not exist before the creation of the 'State.' (see Hale v. Hinkle, 201 U.S. 43@ pg. 74 (1905)
- 32. PROOF OF CLAIM; That there are clauses in the STATE OF WEST VIRGINIA's Constitution that subject a private man to their statutory jurisdiction.
- 33. PROOF OF CLAIM; That any of FJDCC who were required and / or have taken any Oaths, and did so when required, and properly filed in all places required, contemporary with completing the Oath(s) as per all laws, stating that they will uphold and defend the Constitutions of the United States and the State of WEST VIRGINIA, and or any other oaths or pledges, inclusive of all members, officers, judges of the said FJDCC, as evidenced by documents from those (custodians) required to hold copies. Note any oaths, honorary titles, titles of nobility, allegiances, benefits, gifts, remuneration sources involved with FJDCC's judges in their life, to determine any bias. An error in the lawful wording, execution, witness, or recording of an oath may renders it void.
- 34. PROOF OF CLAIM; That the State of WEST VIRGINIA or Federal government is not operating under a National Bankruptcy or National Emergency as declared in 1933 and the guaranteed freedoms and governmental procedures, on behalf of me, have not been abridged or breached. (see Senate Report 93-549, 1973, 1st para.)
- 35. PROOF OF CLAIM; That pertaining to this court case, that all those involved in the adjudication have posted an indemnity bond to indemnify their actions as to any injury that may befall me. Note surety name and contact, terms, values and terms of coverage, when and where it is filed and send a certified copy.
- 36. PROOF OF CLAIM; That pertaining to this court case, that the judgment did not become 'commercial paper' to be deposited into any bank, or converted into a depositable item for the commercial benefit of the Plaintiff in the case.
- 37. PROOF OF CLAIM; That the verdict and / or judgment, as handed down by the Jury Foreperson and presented or enforced by FJDCC and / or anyone or corporation for the United States, State of WEST VIRGINIA, stipulated and identified the 'liability' of the statute(s) as they/ it applied or operates on me.
- 38. PROOF OF CLAIM; That you, or any others operating for the United States, the State of WEST VIRGINIA, the FJDCC did not violate my "Due Process of Law".
- 39. PROOF OF CLAIM; That no one involved or associated with the FJDCC (clerk(s), judge(s), jury, attorneys, etc.) in the State of WEST VIRGINIA or in the United States, acted to subject me into 'involuntary servitude', or involved collusion, conspiracy, or fraud to injure, threaten or violate my rights, property, livelihood, reputation, and / or interest.
- 40. PROOF OF CLAIM; That all Motions signed and submitted in the above mentioned case by any appointed attorney are not void for fraud if I am not the 'subject', nor the 'object' of the statute(s) or if liability to the statute(s) has not been proven.
- 41. PROOF OF CLAIM; That the attorney who represented and defended me in his 'private capacity' applied his nexus to COMMON LAW UNALIENABLE RIGHTS AS ASSOCIATED TO THE ORIGINAL JURISDICTION.
- 42. PROOF OF CLAIM; That during deliberations, the Jury was not given additional instructions by anyone outside the jury to effect the outcome of the verdict and cause the Jury to have false thoughts about the magnitude of fault, it's source, and the value of the injury, i.e. the awarded judgment.

43. PROOF OF CLAIM; That I acted willfully, with full knowledge and intent to cause injury, that I did cause injury to each plaintiff, and that I was notified, in clear writing, by each plaintiff, (without distracting, exaggerated or false statements that might confuse me) as recorded as evidence in court documents to the possible injury to each plaintiff, that my actions were discrete, separate and independent of my duty to act for my corporation, that at the time of the action, I was aware they were causing "supposed" emotional injury to each plaintiff, and or that had been so noticed formally in writing directly from each party so "supposedly" harmed.
44. PROOF OF CLAIM; That every statement from FJDCC, at any time, to me, spoken and / or written was complete, accurate, true and uncontested, so that I would never have any reason to be confused and or doubt the truth of what I was told.
45. PROOF OF CLAIM; That I made voluntary confessions to this supposed crime and or injury caused.
46. PROOF OF CLAIM; That I did not request any attorney or anyone to bifurcate this trial.
47. PROOF OF CLAIM; That I was not prosecuted with prejudice intent, and to serve as an example in any way for this herebefore unusual and unique court case, suing for loss of something that was not the property of the claimant.
48. PROOF OF CLAIM; That the charges are not excessive.
49. PROOF OF CLAIM; That the judgment was not based on prejudice and bias against me.
50. PROOF OF CLAIM; That you did not engage me via your free will choice with intent and full knowledge of the legal and commercial consequences should you violate my secured Right(s), Title(s), or interest(s).
51. PROOF OF CLAIM; That you engaged me as a personal surety for the corporate fiction; State of WEST VIRGINIA, jointly and severally, and, that you do have the authority to bind your employer/principal to any liability, injuries or otherwise as may be stipulated, agreed to or confessed to by you.
52. PROOF OF CLAIM; That FJDCC knew the limits, restrictions, whether statutorily, constitutionally, territorially, personum, subject matter, politically or otherwise pursuant to your 'Oath of Office,' that you are bound to observe and do as an agent for the corporate fiction; State of WEST VIRGINIA
53. PROOF OF CLAIM; That you knew that, in any manner, to coerce, force, threaten, compel, intimidate, mislead, deceive, demand or impose or misapply any statute, law or otherwise constitutes trespass and/or an injury of constitutional impermissible application of statute.
54. PROOF OF CLAIM; That you are obligated to produce any documents, evidence, discovery or otherwise as requested; i.e., PROOF OF CLAIM(s), Proof of Fact, Proof(s) of Law, Proof of Contract or whatever that prove your claim(s) as to any jurisdiction, demand for payment or otherwise to bind me to the corporate fiction; STATE OF WEST VIRGINIA and / or UNITED STATES.
55. PROOF OF CLAIM; That, your acts of enforcement of any statute or force applied against me for private gain and benefit to the corporate fiction; FJDCC and or the State of WEST VIRGINIA, where no contract is in place, is not a criminal act on your part.
56. PROOF OF CLAIM; That pursuant to; "All that government does and provides legitimately is in pursuit of its duty to provide protection for private rights, which duty is a debt owed to its creator, WE THE PEOPLE, (Wynhammer v. People, NY 378) ... and the private unenfranchised individual; which debt and duty is never extinguished nor discharged, and is perpetual. No matter what the government/state provides for us in manner of convenience and safety, the unenfranchised individual owes nothing to the government." (Hale v. Henkel, 201 U.S. 43) that you and the federal corporation and any of its franchises (municipalities, counties and states) have all consented to pre-lien for said debt and duty and any stipulated violations and/or injuries to me.
57. PROOF OF CLAIM; That you knew, upon full disclosure by your principal, that 'this state' is an artificial corporate jurisdiction and is defined as "the air and water of your state above the land and water of the state, 'the state' being the Original Organic Jurisdiction within which I am an inhabitant there upon.
58. PROOF OF CLAIM; That, you, and all the legal professionals, are competent, highly trained, highly paid and certified by *your* principal corporation, within 'this state' in knowing your capacities and limits within the scope of your office, position and/or duties therein.
59. PROOF OF CLAIM; That you did not enter into a contract with DEBTOR NAME involving the reasons for and or resolve of this court case and or judgment.
60. PROOF OF CLAIM; That a section of your State Corporate Charter, and / or of FJDCC and / or a supervisor or otherwise above you authorized you to violate the contract, misapply the statute and cause injury upon DEBTORS NAME.
61. PROOF OF CLAIM; That your violation of the Charter, the contract, your refusal to protect me or your misapplication statute(s) was not your own voluntary private act.
62. PROOF OF CLAIM; That date, cause and event as to when did FJDCC's liability to enforce that contract to protect the Life, Liberty and the Pursuit of Happiness of me and the rights of DEBTOR NAME in total attach? QUESTION; if FJDCC was not authorized by a supervisor or otherwise by one above them to violate the contract, misapply the statute and cause injury upon DEBTOR'S NAME, do you TAKE FULL RESPONSIBILITY AND LIABILITY for your actions? And if you do, then I herein accepts your full liability and herein enter a Claim on all your property and reserves the right to file such Claim upon you via your silence or agreement via the UCC.
63. PROOF OF CLAIM; That you know and are aware of the Original Organic Jurisdiction described and empowered under 'Constitutional and related documents' and of the federal and state 'fiction of law' jurisdictions which provide the same legal, lawful, political, commercial and ecclesiastic protections, of which I herein charge you to act there under in my behalf.
64. PROOF OF CLAIM; That, in FJDCC's engaging or commencing any matter or action against me that, pursuant to your Oath of Office, or otherwise, that you preserved the Original Organic Jurisdiction guaranteed to protect my 'Liberty, ' 'Property,' or other 'secured' rights under the 'Republic' State and Federal Constitutions.
65. PROOF OF CLAIM; that a contract made by a corporation beyond the scope of its corporate powers is unlawful and void. McCormick v Market Natl. Bank, 165 Us 538
66. PROOF OF CLAIM; that the FJDCC operates only as a public government function serving first the We the People, and is not associated with any corporation structures, officers, employees, and / or incorporated under any other corporate structures such as the STATE OF WEST VIRGINIA (corporation) and the UNITED STATES (corporation). Provide copy of original charter, incorporated / corporate papers, any and or all legal papers on the origin, changes, associations, evolution of the ownership, purpose, terms, jurisdiction of FJDCC.

Other Articles

67. PROOF OF CLAIM; That I cannot exercise my 'exclusive' remedy being a Tort Claim for the moral wrongs committed by you, including but not limited to 'constitutional misapplication of the statute/law, breach of agreement, conspiracy (two or more involved), Take notice of violation of State and Federal statute/law on 'Tender of Payment,' violation of Nygarrrd v. Continental, violation of equal protection of the law, denying public policy, discrimination of the application of limited liability for the payment of debt and / or breach of contract (agreement), and / or other violations known or unknown.
68. PROOF OF CLAIM; That you, possibly having superior knowledge of the law and access to the 'proof,' can provide such proof to the points raised herein to inform me, the Secured Party, on how I can lawfully resolve the judgment from the court and or lawfully 'pay debt(s) at law' with real money and not be tricked into becoming a tortfeasor. Otherwise, I, a Secured Party/ Creditor must ask, "What is my remedy?"
69. PROOF OF CLAIM; That FJDCC and or WEST VIRGINIA is or is not a corporation incorporated under another organization, possibly the UNITED STATES corporation which began about 1871. Include charters, articles and corporate papers explaining the evolution of West Virginia as a government and or corporation from its inception through its history.
70. PROOF OF CLAIM; That you have not presumed falsely conditions about me, a Secure Party Creditor, regarding any of the following; my name, my residency, citizenship, my rights or lack thereof, legal entities, Debtor's name, a Cestui Que Vie Trust or any legal entity created on the registration of a birth certificate, or regarding a name or term, like my name, yet spelled in all capital letters, and or any supposed legal entity or corporation(s), particularly the confusion of once government functions, now operating in full or in part as private, foreign corporations for profit, surrendering their sovereignty to deal in commerce (US SC).
71. PROOF OF CLAIM; That each and every part is untrue or concede: as defined in Black's Law Dictionary, legal fictions are an 'artificial entity/creature,' created under the laws of various entities, like the STATE of WEST VIRGINIA and or UNITED STATES for legal and / or commercial reasons, and to be governed by man's laws.
72. PROOF OF CLAIM; That some corporate structures may be privately held, have Officers, Board of Directors, employees, and / or may not be bound to support Article I §X, as a 'State created entity,' in that "No State shall... make any Thing but gold and silver coin a Legal Tender in payment of Debts."
73. PROOF OF CLAIM; That corporations may coerce people in America, who do not knowingly volunteer, against their rights.
74. PROOF OF CLAIM; That the FJDCC named me, the living human as the accused, the defendant and not HTEJ as the accused.
75. PROOF OF CLAIM; That I am party to the FJDCC court, that I can be a paid representative for others who would appear before the court and that I can effect or make rules and stipulations for and in the court, that the FJDCC is not a private court, exclusive to the realm of B.A.R. attorneys.
76. PROOF OF CLAIM; That the judge's office was created by law.
77. PROOF OF CLAIM; That I accept, understand, or participate in the united States corporation, its functions, employees, officers, jurisdiction, etc. with full knowledge and consent to the meaning thereof, and that no public documents and or filed affidavits, refute this.
78. PROOF OF CLAIM; That *this is wholly or partially untrue*; a legal, binding, contract needs to have: an offer, consideration and acceptance, being mutually signed in agreement, with full knowledge and disclosure, by two or more competent, consenting parties. Living people may freely contract. Fraud, lack of full disclosure, is grounds to dissolve any contract. Only sentient, mature adults of age may lawfully enter contracts. Contracts may be made between living people and or corporations. Only an authorized representative of the corporation may bind the corporation in a contract.
79. PROOF OF CLAIM; That a government (or any organization) can go bankrupt and but not be a corporation, (a sub part and / or a subject to a larger organization) and that bankruptcy does not yield and point to creditor(s) who own and / or control the bankrupt organization by debts owed to the creditor(s) from the organization.
80. PROOF OF CLAIM; That, in FJDCC, any officer, employee or any one, who is required to complete and file an sworn, witnesses, recorded oath has done so when required, as per all pertinent laws, and that any custodians of those documents did produce a verifiable certified true copy and / or explain why it (may have or) has been unavailable from numerous notarized and certified inquiries over recent years, when some records should have been in place for nearly a decade. This relates to all people involved with the FJDCC and the W. Va. legal systems. Oaths may be flawed if misworded and / or their official record is missing. FJDCC's and W. Va. parties have been notified repeatedly of possible problems with FJDCC's oath(s). Sec. of State, AG, Supreme Court Admin. Office, yet, none have intervened. If an oath is flawed, is not the official's decisions, jurisdiction, and / or power flawed or void, as with court cases in many states? When and why would any elected W. Va. Official be exempt from US Constitution's (1787) & W. Va. Constitution's requirements.
81. PROOF OF CLAIM; That *this is wholly or partially untrue*; that on February 21, 1871 Congress passed the "Acts of the Forty-First Congress," Section 34, Session III, chapters 61 and 62. It was titled: "An Act to Provide a Government for the District of Columbia." Congress, under no constitutional authority to do so, they created a **separate form of government** for the District of Columbia, which is a ten mile square parcel of land. Thus the UNITED STATES government is incorporated, a corporation having limited jurisdiction to its territories. Other organizations have incorporated into the UNITED STATES corporation, such as but not limited to States, counties, cities, courts, businesses.
82. PROOF OF CLAIM; That *this is wholly or partially untrue*; the only immunity any agent has is when they act **within their jurisdiction**, and they (governments) have no jurisdiction over real, live, breathing, human beings.
83. PROOF OF CLAIM; That disproves the FJDCC, in the referenced court case, displayed a flag, here described. "Pursuant to 4 U.S.C. chapter 1, §§1, 2, & 3; President Dwight David Eisenhower, by Executive Order 10834, August 21, 1959; 24 F.R.6865; a military flag is a flag that resembles the regular flag of the United States, except that it has a **yellow fringe** border on three sides. The President of the United States designates this deviation from the regular flag, by executive order, and in his capacity as Commander-in-Chief of the military. The placing of a fringe on the national flag, ... are matters of detail not controlled by statute, but are within the discretion of the President as Commander in Chief of the Army and Navy." 34 Ops. Atty. Gen. 83. President

- Eisenhower, stated that: "A military flag is a flag that resembles the regular flag of the United States, except that it has a **yellow fringe** border on three sides." What meaning does that flag have in reference to laws applicable in that court and / or the preservation and or loss of rights of those so tried and judged there ? How would a lay person, or jury member, ever know of the meaning, the true public disclosures, and specifically, how was I and those associated with the FJDCC so informed of it's meaning and implication ?
84. PROOF OF CLAIM; That the FJDCC, or any variation or association, is not a private, for profit corporation. What is their **jurisdiction** and how did they inform me of my rights in their court ?
 85. PROOF OF CLAIM; That plaintiff's witness against me, Yolanda Tam Fredeking, did not commit perjury in her sworn disposition testimony in stating essentially that I took professional photos of her wedding, and, after it was over, **she had nothing**. Dispute up to five separate witnesses who say that they have seen or have evidence that Tam received at least one hundred (100), and probably in excess of four hundred (400) photographs, negatives, and video tapes. Tam only contracted for the creation of one hundred and forty (140) proofs. (Mike, AG- Consumer, Bailey, Tam;'s Atty, Beaver)
 86. PROOF OF CLAIM; That plaintiff's witness Jim Murphy did not commit perjury in his sworn disposition testimony in not including any information about a significant law suit he filed concerning a car accident, in which case he claimed serious, costly physical injury, yet the court found nothing in his favor. I retain photos of Murphy dancing jubilantly at his step son's wedding – hardly the behaviors of a severely physically injured man. Show the full details, discussion and information of this law suit that was included in the FJDCC's record and was heard by the jury, showing his propensity to overstate, exaggerate and possibly to fraudulent present evidence to courts for monetary reward.
 87. PROOF OF CLAIM; That the defendant was fully informed of the limits and the authority of the FJDCC in references to him, the living, breathing, human. Who and when was this specifically explained, to wit, I knowingly consented, signed and agreed to their jurisdiction, their adjudication, and / or contracted with them, to whit a judgment was rendered..
 88. PROOF OF CLAIM; That the FJDCC, and any related officers, or employees is not connected to any corporations, such as the State of West Virginia Corporation and or the United States Corporation or any variations thereof, and that all their officers and / or employees are current and complete in all aspects of law, particularly with the executing and timely filing requirements of their oaths.
 89. PROOF OF CLAIM; That Judge Ronald Wilson has no honor, rewards, remuneration, privileges, titles, oaths other then to the FJDCC, a public government, and not to or of any private organization, corporation. Prove by listing list all other affiliations, oaths, allegiances and furnish certified true copies therefore, and full records to each and every one of his offices, elections and / or appointments. Disclose records of any; people, person(s), organization, corporation from whom he was / is connected and show any evidence he did or may have received any; benefit, honor, remuneration.
 90. PROOF OF CLAIM; That the W. Va.: - FJDCC, - Sec. of State, - Attorney General and - the Supreme Court Admin. Office have no obligation to furnish to the public records or notification of their absence, as to filed oaths of office of their associates. When government (or anyone) has a **moral duty to respond**, and they do not, this constitutes **fraud** according to US Supreme Court.
 91. PROOF OF CLAIM; That, as I often requested in word and correspondences, that Richard Beaver challenged the FJDCC on their jurisdiction over me, that the FJDCC record holds the specific arguments, to my every possible right and freedom and how they were debated, articulated, presumed, lost, and / or compelled to be abandoned, that Beaver made these arguments on my behalf in a timely fashion to be included in the FJDCC's review and / or decisions. Once **jurisdiction** is challenged, and **proven lacking**, it dismisses the case and all actions taken.
 92. PROOF OF CLAIM; That Mr. Beaver had a signed, written contract, signed by an authorized agent of his firm and me, stating all aspects of his defense for me, his objectives, intentions, limits of his service, noting my support and agreement for him to represent me, and his monetary charges. Present copies of his True Bills in Commerce, signed by an authorized corporate officer which were presented and paid by me. Present the written contract from the court record.
 93. PROOF OF CLAIM; That this is not true or concede: I have recorded at the Kanawha County Courthouse, a document I got from the W. Va. Secretary of State's UCC Office's document, that shows **no liens** have ever been recorded against me or my company. This seems in direct conflict with the FJDCC's claim against me. Explain why the tow records are not ocnsistent.
 94. PROOF OF CLAIM; That this is not true or concede: The **thirteenth amendment** (Passed by (US) Congress May 1, 1810 - Ratified December 9, 1812) of the US Constitution, requires that none with a Title of Nobility, i.e. a B.A.R. attorney, can be a United States Citizen, and there fore is ineligible to run for public office and or be elected and hold office.
 95. PROOF OF CLAIM; That this is not true or concede; **A natural person** is a human being who is mentally competent and of the age of majority. This is a human being in the legal world with inalienable human rights and fundamental freedoms that de jure governments must not only recognize and protect, but cannot pass a law that will abrogate, abridge or infringe upon them.
 96. PROOF OF CLAIM; That this is wholly not true; since about 1938, (Erie v Thompson) the US courts have ruled only contracts are enforceable, and crimes are handled as commercial contracts, with fines or penalties. To the courts, is this not true: No contract means no fault, no crime, no penalty ?
 97. PROOF OF CLAIM; That each and every part is untrue or concede; a contract is:
 - an agreement between two or more parties, - with stipulated terms, fully disclosed,
 - signed with full knowledge and agreement by all sentient, authorized parties.
 Failing to fully disclose all information about a contract, it's stipulations, it's conditions and or ramifications, constitutes fraud, of which there is no statues of limitations. Values over five hundred dollars must be in writing. Any element lacking, compromised, or in fraud dissolves the validity of the contract.
 98. PROOF OF CLAIM; That I violated John and Karri Vickers's free will, voluntary right to contract for stated purposes and terms, agreeable to both them and me and mutually signed in memorial in a written agreement,

possibly in the court record, and that they have any right to exempt themselves for each and all of the provisions therein.

99. PROOF OF CLAIM; That I ever previously promised to pay the judgment.
100. PROOF OF CLAIM; That it is lawful for the State to demand anything from us other than gold or silver coin. The legal tender laws only apply to debts founded on a contract. Judgments and taxes are not founded on contract. Please take judicial notice that there is no gold or silver coin in circulation. It is impossible to pay. The law does not require the impossible.
- .PROOF OF CLAIM; That FJDCC is an organic part of the federal Justice Department? Are they prosecuting me upon your own recognizance, or did somebody authorize you to?
101. PROOF OF CLAIM; That in any one involved with the FJDCC, is not a Mason, and / or has pledged allegiance, oaths or receive honorarium, remuneration, or benefit from any one or organization other then the FJDCCC, including either party to this court case, or their council, etc.
102. PROOF OF CLAIM; That I am presumed to know the law, however, it is physically impossible for me to read the over 60 million statutes plus everything ever published in the Federal Register. Take judicial notice that I do not know the law.
103. PROOF OF CLAIM; That the statute don't say the clerk shall record ALL orders. I order this case dismissed.
104. PROOF OF CLAIM; That I, personally and not my company, was willingly and knowingly under written and signed contract (whose terms were fully disclosed) and obligation, that clearly stated that I was to be responsible to predict and understand the emotional reaction of each of the plaintiff's parties to the actions that I undertook. That that contract and or the formal written, notarized communications I received directly from each party advised me that I did, would or may be causing them harm and that I acted after I was so informed, in defiance of their precaution, and that their claim of injury has been proven by physical facts and evidence, and one or more independent and separate witnesses (and not just by their own - possibly bias - testimony). and that they could not have mitigated their "supposed" injury by simply making a clear statement as to the resolve of my photos & negatives by taking control of the "supposed" items of harm - the prints and negatives by either telling me to discard them and or by offering to buy them for a mere \$ 300.

This request of 'PROOF OF CLAIM' (CAFV) is supported by Affidavit(s) and such Affidavit must be rebutted 'point for point', otherwise, all the facts stand, the record as true, complete and certain.

When presenting your proof of Claim, to all points, point by point, complete, truly, accurately, having all evidence from any who contribute to the response, each party signing under penalty of perjury, that to the best of their knowledge and believe that all responses are complete and accurate in reference to the original statements here listed. Always use full and complete sentences and responses, so that the original questions do not have to be read, to fully understand the complete response to the questions.

Due to the time sensitive nature of this private matter, you are to respond with complete 'PROOF OF CLAIM' within thirty (30) days by certified-priority-return-mail.

As I have asked before, to the Clerk of FJDCC, please send a current balance owing on this judgment, to whom it should be paid, complete with full name, organization and mailing address, form of payment required (if any) and a True Bill in Commerce, with original wet ink signature by an authorized representative. Send a certified copy of any contract that requires that this judgment be paid. May I present payment or discharge directly to someone? Who can accept it and when might I find him predictably at what location, like the courthouse, and during which days and what hours? and a phone number, to confirm the possible delivery of the settlement.

CAVEAT

I want to resolve this matter, but can do so only upon your 'official' response by you in providing the above Proofs of Claim in this matter as to the prosecution being lawful, proper and 'constitutional.'

Please be advised that it is my good faith intent to rectify this and all future matters, presentments or otherwise, commercially, and discharge (pay) the Judgment as soon as possible in behalf of the Debtor/Ens legis.

I understands my Right to exhaust his administrative remedy/ process in this commercial matter.

Your *presentment* has left me somewhat confused, as I conditionally accept for value your Judgment, I agrees to perform to it, i.e., pay or discharge it, I can only do so only upon the condition that you provide 'Proof(s) of Claim as to the Judgment, monetary conditions within this State, form of payment and other points raised under necessity.

I remains confused by the indictment brought against the Juristic person HENRY THEODORE ELDEN, JR. © that was applied to me, a living, breathing, flesh-and-blood, sentient, natural person, Secured Party, Henry Theodore of the family of Elden ©.

This redraft, or Conditional Acceptance of the maker's or issuer's original presentment, as enumerated herein (non-adversarial), is intended to cure any/all jurisdictional or other defects in process, service of process, venue, and/or subject matter jurisdiction and is redrafted in good faith and not to cause delay(s).

You are required to send the 'Proof(s) of Claim to me, (via the address given above) and, if applicable, in Notary Protest, to another designated person or notary.

Should you fail or refuse to provide complete PROOF(s) OF CLAIM within the time specified in this private matter, you certify your *dishonor* in the matter and consent and establish:

- a Notarial Protest may be exercised (performed) pursuant to your default and dishonor.
- You stipulate, agree and confess:
 - to the points or facts raised herein, as they operate in my favor, the Secured Party, and presumption will be taken by and through your *silence* and *tacit agreement* that the "Judgment" is only laid upon a 'corporate fiction/entity known as the Debtor/Straw-man; an Ens legis, and such 'entity' is identified with a name similar mine, but appears in capital letters.
 - You failed to state a claim upon which relief can be granted,
 - You bind yourself(s) for damages via fraud and misapplication of statute and otherwise stated above via law suit or Tort Claim under necessity in violation, if any, and/or upon Oath of Office.,
 - you damaged and injured this private man and have stipulated to all the facts that operate in my favor; that this private man herein is not subject to the Judgment, that you lacked jurisdiction and authority to cite me, that you misapplied the statute, or otherwise to commit fraud and cause injury to me.

11/3/11 1:39:38

- that I, a Secured Party, can exercise the remedy provided by Congress via HJR-192, that is, to discharge debt(s) 'dollar for dollar' via 'acceptance for value and returned for discharge' or other appropriate commercial paper.
- that I, a Secured Party, may proceed to exercise exclusive remedy of your default, agreement, misapplication of statute, etc. via Tort Claim and or can only accept for honor (and Value) the Judgment.
- this 'Conditional Acceptance' becomes the security agreement under commercial law.
- that I may discharge the debt/liability under necessity via exemption of the Secured Party Creditor.
- Your insufficient response will constitute additional grounds upon which to impose a private personal liability upon and against the original presenter's property and/or rights in and to property,
- You give permission for a lien to be filed against you for said default, damages, and dishonor. Said damages are estimated in excess of \$50,000.00. Final amount will be calculated prior to lien and notice to you by invoice, per your agreement by your silence as stated. Per your failure, refusal and/or silence.

I herein have the right to exercise exclusive remedy via Tort Claim for any and all agreed, stipulated and confessed injuries including but not limited to violation of Oath of Office (to US Constitution (1787), the Supreme Law of the Land), violation of Due Process of Law, Misapplication of statute, constitutional impermissible application of statute and law, fraud, fraud of scienter and otherwise. You bind yourself(s) for damages via fraud and misapplication of statute and otherwise stated above.

NOTICE: Constitution Discussion

ARTICLE VI - U.S. CONSTITUTION; This Constitution, and of the United States which shall be made in Pursuance thereof... shall be the supreme law of the Land; and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the contrary notwithstanding.

"As a matter of due process, an offender may not be sentenced on the basis of mistaken facts or unfounded assumptions." Townsend v. Burke, 334 U.S. 736, 740-741 (1948)

"Ignorance of the law does not excuse misconduct in anyone, least of all in a sworn officer of the law." In re McCowan, 177 c.93, 170 P. 1100. (1917)

"An officer who acts in violation of the Constitution ceases to represent the government." Brookfield Const. Co. v. Stewart, 284 F. Supp. 94.

"All laws which are repugnant to the Constitution are null and void." --Marbury v. Madison, 5 U.S. (2 Cranch) 137 (1803)

MEMORANDUM OF RECORD; "... an instrument embodying something that the parties desire to fix in memory by the aid of written evidence, or that is to serve as the basis of a future formal contract, the designation of the written agreement, which must exist to bind the parties.

AS TO SIGNATURES; See accommodation - UCC-3-419.

AFFIDAVIT OF TRUTH, continuing

Be it known to all courts, governments, and other parties, that I, Henry Theodore of the family of Elden ©, am a natural, freeborn Sovereign, without subjects. I am neither subject to any entity anywhere, nor is any entity subject to me. I neither dominate anyone, nor am I dominated.

My authority for this statement is the same as it is for all free Sovereigns everywhere: the age-old, timeless, and universal respect for the intrinsic rights, property, freedoms, and responsibilities of the Sovereign Individual.

I am not a "person" when such term is defined in statutes of the United States or statutes of the several states when such definition includes artificial entities. I refuse to be treated as a federally or state created entity which is only capable of exercising certain rights, privileges, or immunities as specifically granted by federal or state governments.

I voluntarily choose to comply with the man-made laws, which serve to bring harmony to society, but no such laws, nor their enforcers, have any authority over me. I am not in any jurisdiction, for I am not of subject status.

Consistent with the eternal tradition of natural common law, unless I have harmed or violated someone or their property, I have committed no crime; and am therefore not subject to any penalty.

I act in accordance with the following U.S. Supreme Court case:

"The individual may stand upon his constitutional rights as a citizen. He is entitled to carry on his private business in his own way. His power to contract is unlimited. He owes no such duty [to submit his books and papers for an examination] to the State, since he receives nothing therefrom, beyond the protection of his life and property. His rights are such as existed by the law of the land [Common Law] long antecedent to the organization of the State, and can only be taken from him by due process of law, and in accordance with the Constitution. Among his rights are a refusal to incriminate himself, and the immunity of himself and his property from arrest or seizure except under a warrant of the law. He owes nothing to the public so long as he does not trespass upon their rights." Hale v. Henkel, 201 U.S. 43 at 47 (1905).

Thus, be it known to all that I reserve my natural common law right not to be **compelled to perform** under any contract that I did not enter into knowingly, voluntarily, and intentionally. And furthermore, I do not accept the liability associated with the compelled and pretended "benefit" of any hidden or unrevealed contract or commercial agreement.

As such, the hidden or unrevealed contracts that supposedly create obligations to perform, for persons of subject status, are inapplicable to me, and are null and void. If I have participated in any of the supposed "benefits" associated with these hidden contracts, I have done so under duress, for lack of any other practical alternative. I may have received such "benefits" but I have not accepted them in a manner that binds me to anything.

Any such participation does not constitute "acceptance" in contract law, because of the absence of full disclosure of any valid "offer," and voluntary consent without misrepresentation or coercion, under contract law. Without a valid

voluntary offer and acceptance, knowingly entered into by both parties, there is no "meeting of the minds," and therefore no valid contract. Any supposed "contract" is therefore void, ab initio.

From my age of consent to the date affixed below I have never signed a contract knowingly, willingly, intelligently, and voluntarily whereby I have waived any of my natural common law rights, and, as such, **Take Notice** that I revoke, cancel, and make void ab initio my signature on any and all contracts, agreements, forms, or any instrument which may be construed in any way to give any agency or department of any federal or state government authority, venue, or jurisdiction over me.

This position is in accordance with the U.S. Supreme Court decision of Brady v. U.S., 379 U.S. 742 at 748 (1970):

"Waivers of Constitutional Rights not only must be voluntary, they must be knowingly intelligent acts, done with sufficient awareness of the relevant circumstances and consequences."

Birth Certificate. The fact that a birth certificate was granted to me by a local hospital or government agency when I entered this world is irrelevant to my Sovereignty. No status, high or low, can be assigned to another person through a piece of paper, without the recipient's full knowledge and consent. Therefore, such a piece of paper provides date and place information only. It indicates nothing about jurisdiction, nothing about property ownership, nothing about rights, and nothing about subject status. The only documents that can have any legal meaning, as it concerns my status in society, are those that I have signed as an adult, with full knowledge and consent, free from misrepresentation or coercion of any kind.

Discussion of Human Rights, as I understand them.

Constitutional Amendments provides: "Neither slavery nor involuntary servitude, except as a punishment for crime whereof the party shall have been duly convicted, shall exist within the United States, or any place subject to their jurisdiction."

Declaration of Citizenship. Any document I may have ever signed, in which I answered "yes" to the question, "Are you a U.S. citizen?" - cannot be used to compromise my status as a Sovereign, nor obligate me to perform in any manner. This is because without full written disclosure of the definition and consequences of such supposed "citizenship," provided in a document bearing my signature given freely without misrepresentation or coercion, there can be no legally binding contract.

I am not a "United States" citizen subject to its jurisdiction. The United States is an entity created by the U.S. Constitution with jurisdiction as described on the following pages of this Affidavit. I am not a "resident of," an "inhabitant of," a "franchise of," a "subject of," a "ward of," the "property of," the "chattel of," or "subject to the jurisdiction of" any corporate federal government, corporate state government, corporate county government, corporate city government, or corporate municipal body politic created under the authority of the U.S. Constitution. I am not subject to any legislation, department, or agency created by such authorities, nor to the jurisdiction of any employees, officers, or agents deriving their authority therefrom. Further, I am not a subject of the Administrative and Legislative Article IV Courts of the several states, or Article I Courts of the United States, or bound by precedents of such courts, deriving their jurisdiction from said authorities. **Take Notice** that I hereby revoke, cancel, and make void ab initio any such instrument or any presumed election made by any of the several states or the United States government or any agency or department thereof, that I am or ever have voluntarily elected to be treated as a United States citizen subject to its jurisdiction or a resident of any territory, possession, instrumentality or enclave under the sovereignty or exclusive jurisdiction of any of the several states or of the United States as defined in the U.S. Constitution in Article I, Section 8, Clause 17 and Article IV, Section 3, Clause 2.

"Neither slavery nor involuntary servitude, except as a punishment for crime whereof the party shall have been duly convicted, shall exist within the United States, or any place subject to their jurisdiction."

Declaration of Citizenship. Any document I may have ever signed, in which I answered "yes" to the question, "Are you a U.S. citizen?" - cannot be used to compromise my status as a Sovereign, nor obligate me to perform in any manner. This is because without full written disclosure of the definition and consequences of such supposed "citizenship," provided in a document bearing my signature given freely without misrepresentation or coercion, there can be no legally binding contract.

I am not a "United States" citizen subject to its jurisdiction. The United States is an entity created by the U.S. Constitution with jurisdiction as described on the following pages of this Affidavit. I am not a "resident of," an "inhabitant of," a "franchise of," a "subject of," a "ward of," the "property of," the "chattel of," or "subject to the jurisdiction of" any corporate federal government, corporate state government, corporate county government, corporate city government, or corporate municipal body politic created under the authority of the U.S. Constitution. I am not subject to any legislation, department, or agency created by such authorities, nor to the jurisdiction of any employees, officers, or agents deriving their authority therefrom. Further, I am not a subject of the Administrative and Legislative Article IV Courts of the several states, or Article I Courts of the United States, or bound by precedents of such courts, deriving their jurisdiction from said authorities. **Take Notice** that I hereby revoke, cancel, and make void ab initio any such instrument or any presumed election made by any of the several states or the United States government or any agency or department thereof, that I am or ever have voluntarily elected to be treated as a United States citizen subject to its jurisdiction or a resident of any territory, possession, instrumentality or enclave under the sovereignty or exclusive jurisdiction of any of the several states or of the United States as defined in the U.S. Constitution in Article I, Section 8, Clause 17 and Article IV, Section 3, Clause 2.

According to the Ninth Amendment to the U.S. Constitution:

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"The enumeration in the Constitution of certain rights shall not be construed to deny or disparage others retained by the people."

and the Tenth Amendment to the U.S. Constitution:

"The powers not delegated to the United States by the Constitution, nor prohibited by it to the States, are reserved to the States respectively, or to the people."

Thus, my understanding from these Amendments is that the powers of all U.S. and State government officials are limited to those specifically granted by the U.S. Constitution.

I further understand that any laws, statutes, ordinances, regulations, rules, and procedures contrary to the U.S. Constitution, as written by its framers, are null and void, as expressed in the Sixteenth American Jurisprudence Second Edition, Section 177:

"The general misconception is that any statute passed by legislators bearing the appearance of law constitutes the law of the land. The U.S. Constitution is the supreme law of the land, and any statute, to be valid, must be in agreement. It is impossible for both the Constitution and a law violating it to be valid; one must prevail. This is succinctly stated as follows:

'The general rule is that an unconstitutional statute, though having the form and name of law, is in reality no law, but is wholly void, and ineffective for any purpose; since unconstitutionality dates from the time of its enactment, and not merely from the date of the decision so branding it. An unconstitutional law, in legal contemplation, is as inoperative as if it had never been passed. Such a statute leaves the question that it purports to settle just as it would be had the statute not been enacted.'

'Since an unconstitutional law is void, the general principles follow that it imposes no duties, confers no right, creates no office, bestows no power or authority on anyone, affords no protection, and justifies no acts performed under it...

I have articulated, authored, created, signed, notarized and recorded other documents at the Kanawha County Courthouse, and the W. Va. Secretary of State's Uniform Commercial Code office, further clarifying legal positions about myself, my rights, my copyrights, my property and my knowledge. Be cautioned to know them well before infringing on my rights. The Common Law copyright of my name(s) and fines for trespass and / or unauthorized use of it is clearly defined. Charleston newspaper carried multiple listing of my legal ads which publically stated information and public record references about my statement(s) recorded in the Kanawha County Courthouse Miscellaneous Book 40, starting at page 408, filed on 7-27-2010 including copyrights (originally filed in 2009), UCC Filing File # 2010 038 333 056, initiated 26 August 2010. I have articulated my rights, notarized, recorded, published, and by this writing give you clear notice.

Please respond by U.S. Mail to Henry Theodore of the family of Elden © at current temporary mailing address at beginning of this affidavit.

Thank you in advance in this matter.

FURTHER AFFIANT SAITH NOT.

Printed, signed and mailed this third (3rd) day of May 2011 A.D.

Subscribed and sworn, without prejudice, and with all rights reserved,

By: My Hand and Mark as Subscriber autograph:

Henry Theodore of the family of Elden ©
USA 3c

Henry Theodore of the family of Elden ©- Affiant,

Principal, by Special Appearance, in Propria Persona, proceeding Sui Juris.

Secured Party Creditor, private man, Preserving all rights and liberties,

Authorized Representative and Attorney-In-Fact in behalf of HENRY THEODORE ELDEN, JR., Ens legis,

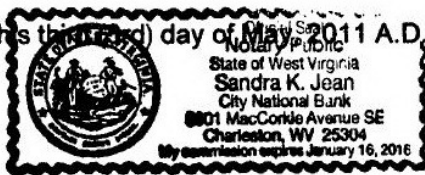
ACKNOWLEDGEMENT

The following Notary Public in and for WEST VIRGINIA,(state), witnessed the personally appearance and signature of the above-signator, Henry Theodore of the family of Elden ©, the flesh and blood, living human being, known to me to be the one whose name is signed on this instrument by personal knowledge and or proved to me, and he has acknowledged to me that he has executed the same..

Printed Name: Sandra K Jean Subscribed to and sworn before me this third (3rd) day of May 2011 A.D.

Signed: Sandra K Jean

My Commission Expires: 5/3/11 Common Law Seal:



I am the custodian of this document.

I, TM Ollie Clifford ©, a West Virginia notary, certify that this is a true copy and or duplicate original of this document.

Notary Public in and for WEST VIRGINIA,(state), Date: 3 May, 2011

Signed: *Ollie Clifford*

My Commission Expires: 2/15/2015



CERTIFICATE OF SERVICE

I certify that on this 3rd day of May, 2011, a true and exact copy of the aforesaid Motion was sent, by registered U.S. mail prepaid as follows:

Document sent via certified mail # 7010 1670 0001 1311 4850 to (principals / agents) to:

First Judicial District Circuit Court, Ms. Brenda Miller, Clerk or Acting Clerk
Ohio County Courthouse, Fourth Floor, City / County Building, 1500 Champaign Street, Room 403
Wheeling, West Virginia [26003]

Darius Barnes ©, All Rights Reserved

7010 1670 0001 1311 4850

Copies may be filed in Kanawha County Courthouse, presented and / or mailed to an associate(s), and / or Notary.

Re: 3 May letter Brenda Miller, to 1st Jud. Dist. CC, Clerk Re; VICKERS VS. ELDEN

Index (revised) of attachments/ enclosures (sent 3 May, 2011)

Conditional Accepted for Value Proof of Claim (main affidavit/ letter)

Notice of Administrative Remedy

Memorandum on Private Administrative Process on Conditional Acceptance for Value

Admiralty – US Citizens

Legal Terms – US is foreign corporation

All crimes are commercial. Common law is derived from judicial decisions

Fraud cites

Fed. Rules - Relief from Judgment- Void

Included in 2nd mailing items above now signed:

Notice of Administrative Remedy Fed. Rules of Civ. Proc., Rule 60, Relief from Judgment or Order

Memorandum on Private Administrative Process on Conditional Acceptance for Value

Void in the Law, Challenge Jurisdiction, Maxims in Law

Not Included:

Maxims from Bouvier's 1856 Edition ,UCC – 1 Information, publication, filing

Notice of Common Law Copyright on name, Cestui Que Vie Trust

Printed, signed and mailed this fourth (4th) day of May 2011 A.D.

Subscribed and sworn, without prejudice, and with all rights reserved,

By: My Hand and Mark as Subscriber autograph:

Henry Theodore Elden © 3c USA

Henry Theodore of the family of Elden ©– Affiant,

Principal, by Special Appearance, in Propria Persona, proceeding Sui Juris.

Secured Party Creditor, private man, Preserving all rights and liberties,

Authorized Representative and Attorney-in-Fact in behalf of HENRY THEODORE ELDEN, JR., Ens legis,

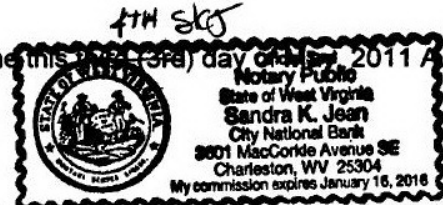
ACKNOWLEDGEMENT

The following Notary Public in and for WEST VIRGINIA,(state), witnessed the personally appearance and signature of the above-signator, Henry Theodore of the family of Elden ©, the flesh and blood, living human being, known to me to be the one whose name is signed on this instrument by personal knowledge and or proved to me, and he has acknowledged to me that he has executed the same..

Printed Name: Sandra K Jean subscribed to and sworn before me this 4th day of May 2011 A.D.

Signed: Sandra K Jean

My Commission Expires: 1/16/2016 Common Law Seal:



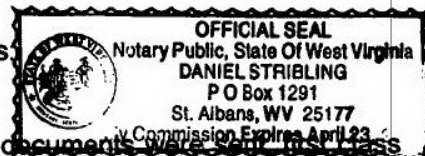
I am the custodian of these documents.

I, Daniel Stribling ©, a West Virginia notary, certify that this is a true copy and or duplicate original of this document.

Notary Public in and for WEST VIRGINIA,(state), Date: 4 May, 2011

Signed: Daniel M Stribling

My Commission Expires:



CERTIFICATE OF SERVICE

I certify that on this ___ day of May, 2011, a true and exact copy of the aforesaid documents were sent by registered U.S. mail prepaid as follows:

Document sent via certified mail # 7010 1670 0001 1311 4867 to (principals / agents) to:

First Judicial District Circuit Court, Ms. Brenda Miller, Clerk or Acting Clerk

Ohio County Courthouse, Fourth Floor, City / County Building, 1500 Champaign Street, Room 403

Wheeling, West Virginia [26003]

All Rights Reserved name: print / signed Diana C. Davis date 6 May 2011

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POINTS AND AUTHORITIES:

NOTICE; "It is the manner of enforcement which gives Title 42 1983 its unique importance, for **enforcement is placed in the hands of the people**. Each citizen acts as a private attorney general who 'takes on the mantel of the sovereign,'" guarding for all of us the individual liberties enunciated in the Constitution...." (Frankenhauser v. Rizzo, 59 F.R.D. (1973)). Emphasis added.

1. Undersigned Claimant hereby is herein exhausting their administrative remedies, to determine the nature and cause of the incident, matter, injuries, documents, authority, jurisdiction, commercial matter, monetary assessment described therein or otherwise.
2. As an operation of Law, undersigned Claimant is required to exhaust their administrative remedies before they may bring any judicial action for remedy or relief, if such is warranted by the result of the administrative process, via agreement, stipulation or confession.
3. For reference, the principles that arise from the Administrative Procedures Act(APA), Title 5 United States Code, State and Federal Constitution requirements "operate upon [all] agents/employees of [companies], corporations [government corporations]."
4. The APA establishes fairly liberal standards for allowing participation by persons who either have a personal interest in the outcome of the proceeding or represent a pertinent public interest, Title 5 U.S.C. 703.

5. Under the authority of the Administrative Procedure Act at 5 U.S.C. 556 'D', BURDEN OF PROOF, "the proponent of a rule or order bears the burden of proof." The Supreme Court has stated that if any tribunal (court) finds absence of proof of jurisdiction over person and subject matter, the case must be dismissed." For reference, see Louisville RR v. Motley, 211 US 149, S. Ct. 42. Claimants are relying upon the same measures and enforcing the same requirements in exhausting the administrative process as to Proof of **wrong doing, injuries, liability, fraud, wrongful termination, medical malpractice, violation of due process of law, violation of fourth amendment, misapplication of statute, malicious prosecution, lack of jurisdiction, or otherwise** as applied to the inquires attached hereto.

6. Claimant initiates this Private Independent International Administrative Process under the principal of contract which operates upon the agent/employee to be a fact finder.
7. Claimant fully understands that it is not the intent of the Respondent(s) to mislead or otherwise defraud, deceive, or withhold any evidence as applied to the inquiries and requested documents herein, and herein Claimants rests upon Respondent(s) 'Good Faith' and 'Clean Hands Doctrine' and duty to so respond.
8. Claimant has an expectation of 'Good Faith' on the part of the Respondent(s) as Agent(s)/employee(s) on behalf of 'companies, corporations, government corporations or officers and judges of the court to answer the inquiries, to give proof, to produce requested documents and evidence.
9. Claimant is acting in a private capacity as a fact finder within the undersigned's private administrative process to secure a preponderance of 'proof, 'evidence' or otherwise, where facts asserted [or admitted] are more probably more true than false. In said case; proceedings must be "of a type commonly relied upon by reasonably prudent men in [the] conduct of their serious affairs." Therein, Respondent(s) have a 'good faith' duty to respond and answer the inquiries and or provide requested Proofs of Claim.
10. The response(s), or assent(s), or failure or refusal to provide and produce the requested 'evidence' in the absence of response will provide the undersigned a means to determine the nature and cause of the Respondent's actions and documents up to and including default.
11. However, "Silence can only equate with Fraud where there is a legal or moral duty to respond or where an inquiry left unanswered would be intentionally misleading." (U.S. V. Prudden, 424 F. 2d 1021 (1070).
12. As with any administrative process, Respondent(s) may controvert the statements and/or claims made by Petitioner(s) by executing and delivering a verified response point by point, with evidence in support or stipulate that no 'document or exhibit exists in the record, or no 'PROOF OF CLAIM' exists... on said point by point basis. Respondent(s) may agree and admit to all statements and claims made by Petitioner by TACIT PROCURATION by simply remaining silent. Silence equates to agreement.
13. In the event Respondent(s) admit the statement and claims by TACIT PROCURATION, all issues are deemed settled STARE DECISIS, and Respondent(s) may not argue, controvert, or otherwise protest the finality of the administrative findings in any subsequent process, whether administrative, judicial, or commercial.
14. Respondent(s) are granted a minimum ten days (10) days or up to 30 days if specifically specified... and are to respond to the requests for "Proof(s) of Claim", 'statements', 'questions' and 'charges', or otherwise... herein and/or to provide Respondent(s)' own answers to inquiries.
15. Exception: In the event Respondent(s) believes the acts complained of may be raised to the level of, and prosecuted as, a CRIMINAL ACT, Respondent(s) may forward a copy of administrative pleadings to the Grand Jury or prosecuting authority along with a demand that such Grand Jury or prosecutor investigate the acts complained of and make a determination as to whether Respondent(s) may be criminally prosecuted or indicted for any matter raised in administrative pleading. Respondent(s) must serve, or cause to be served a certified copy of such demand for criminal investigation, and proof of submission to the appropriate Grand Jury or prosecuting authority, along with a request for an extension of time to respond based upon Respondent's right or privilege against self incrimination.

Done this 4th day of April, 2011 A.D. Mary

Ted of the family of Elden 3c USA

By: Ted of the family of Elden © – Affiant – Without Prejudice/ All Rights Reserved, Secured Party Creditor, Authorized Representative, private man, Attorney-In-Fact in behalf of HENRY THEODORE ELDEN, JR., Ens legis, **ACKNOWLEDGEMENT** Subscribed to and sworn before me this 4th day of May, 2011 A.D.

Be it known that Ted of the family of Elden ©, personally appeared and known to me or proved to be the man whose name subscribed to the within instrument and acknowledged to be the same. Notary Public in and for West Virginia State.

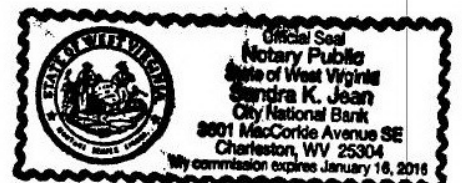
Name / date / signature

My Commission expires;

Seal;

Sandra K Jean 5/4/11

1-16-2016



Federal Rules of Civil Procedure, Rule 60. Relief from Judgment or Order

(b) Mistakes; Inadvertence; Excusable Neglect; Newly Discovered Evidence; Fraud, Etc. On motion and upon such terms as are just, the court may relieve a party or a party's legal representative from a final judgment, order, or proceeding for the following reasons: (1) mistake, inadvertence, surprise, or excusable neglect; (2) newly discovered evidence which by due diligence could not have been discovered in time to move for a new trial under Rule 59(b); (3) fraud (whether heretofore denominated intrinsic or extrinsic), misrepresentation, or other misconduct of an adverse party; **(4) the judgment is void**; (5) the judgment has been satisfied, released, or discharged, or a prior judgment upon which it is based has been reversed or otherwise vacated, or it is no longer equitable that the judgment should have prospective application; or (6) any other reason justifying relief from the operation of the judgment. **The motion shall be made within a reasonable time, and for reasons (1), (2), and (3)** not more than one year after the judgment, order, or proceeding was entered or taken. A motion under this subdivision (b) does not affect the finality of a judgment or suspend its operation. **This rule does not limit the power of a court to entertain an independent action to relieve a party from a judgment, order, or proceeding, or to grant relief to a defendant not actually personally notified as provided in Title 28, U.S.C., § 1655, or to set aside a judgment for fraud upon the court.** Writs of *coram nobis*, *coram vobis*, *audita querela*, and bills of review and bills in the nature of a bill of review, are abolished, and the procedure for obtaining any relief from a judgment shall be by motion as prescribed in these rules or by an independent action. Where necessary parties in government have actual notice of suit, suffer no prejudice from technical defect in service, and there is justifiable excuse for failure to serve properly, courts should not construe rule 4 of these rules governing service so rigidly, or construe this rule governing relief from orders so narrowly, as to prevent relief from dismissal, especially where dismissal signals demise of all or some of plaintiff's claims. *Jordan v. U.S.*, C.A.D.C. 1982, 694 F.2d 833, 224 U.S.App.D.C. 267. A liberal construction of this rule is particularly appropriate where equitable considerations are involved. *Johnson Waste Materials v. Marshall*, C.A.5 (Tex) 1980, 611 F.2d 593. This rule authorizing a court on motion to relieve a party or a legal representative from a final judgment or order for any reason justifying relief is to be liberally applied in a proper case, that is, in a case involving extraordinary circumstances or extreme hardship. *U.S.S. v. Cirami*, C.A.2 (N.Y) 1977, 563 F.2d 26, on remand 92 F.R.D. 483. See, also, *Marquette Corp. v. Priestler*, D.C.S.C.1964, 234 F.Supp. 799; *U.S. v. \$3,216.59 in U.S. Currency*, D.C.S.C.1967, 41 F.R.D. 433. Subd. (b)(4) to (6) of this rule that court may relieve party from final judgment if it is void, if it is no longer equitable that judgment should have prospective application or for any other reason justifying relief from operation of judgment, is to be liberally construed to carry out purpose of avoiding enforcement of erroneous judgment. *Blanchard v. St. Paul Fire & Marine Ins. Co.*, C.A.5 (Fla.) 1965, 341 F.2d 351, certiorari denied 86 S.Ct. 66, 382 U.S. 829, 15 L.Ed.2d 73. This rule should be liberally construed for purpose of doing substantial justice. *In re Hankins*, N.D.Miss.1973, 367 F.Supp. 1370. See, also, *Fackelman v. Bell*, C.A.Ga.1977, 564 F.2d 734; *Radack v. Norwegian America Line Agency, Inc.*, C.A.N.Y.1963, 318 F.2d 538; *Triplett v. Azordegan*, D.C.Iowa 1977, 478 F.Supp. 872; *Tann v. Service Distributors, Inc.*, D.C.Pa.1972, 56 F.R.D. 593, affirmed 481 F.2d 1399. This rule establishing requirement for granting relief from a final judgment or order is to be given a liberal construction. *U. S. v. One 1966 Chevrolet Pickup Truck*, E.D.Tex.1972, 56 F.R.D. 459. 7. --- Void judgment clause: Although this rule providing for relief from judgment is not substitute for appeal and finality of judgments ought not be disturbed except on very narrow grounds, liberal construction should be given this rule to the end that **judgments which are void or are vehicles of injustice not be left standing.** *Brennan v. Midwestern United Life Ins. Co.*, C.A.7 (Ind.) 1971, 450 F.2d 999, certiorari denied 92 S.Ct. 957, 405 U.S. 921, 30 L.Ed.2d 792.

A claim for relief from judgment on basis of "any other reason justifying relief from operation of the judgment" is cognizable where there is evidence of extraordinary circumstances or where there is evidence of extreme hardship or injustice, and, once extraordinary circumstances or hardship is found, this rule is to be liberally applied to accomplish justice. *U. S. v. McDonald*, N.D.Ill.1980, 86 F.R.D. 204.

Attorney's motion for reconsideration on ground that court lacked jurisdiction to order him to pay court reporter could be entertained under rule governing relief from judgment and was not subject to time constraints of rule governing motion to amend judgment. *U.S. v. 789 Cases of Latex Surgeon Gloves*, C.A.1 (Puerto Rico) 1993, 13 F.3d 12

Void judgments are those rendered by a court which lacked jurisdiction, either of the subject matter or the parties. *Wahl v. Round Valley Bank* 38 Ariz. 411, 300 P. 955 (1931); *Tube City Mining & Milling Co. v.*

Otterson, 16 Ariz. 305, 146 P. 203 (1914); and *Milliken v. Meyer*, 311 U.S. 457, 61 S.Ct. 339, 85 L.Ed. 2d 278 (1940).

A void judgment which includes judgment entered by a court which lacks jurisdiction over the parties or the subject matter, or lacks inherent power to enter the particular judgment, or an order procured by fraud, can be attacked at any time, in any court, either directly or collaterally, provided that the party is properly before the court, *Long v. Shorebank Development Corp.*, 182 F.3d 548 (C.A. 7 Ill. 1999).

A void judgment is one which, from its inception, was a complete nullity and without legal effect, *Lubben v. Selevtive Service System Local Bd. No. 27*, 453 F.2d 645, 14 A.L.R. Fed. 298 (C.A. 1 Mass. 1972).

A void judgment is one which from the beginning was complete nullity and without any legal effect, *Hobbs v. U.S. Office of Personnel Management*, 485 F.Supp. 456 (M.D. Fla. 1980). Void judgment is one that, from its inception, is complete nullity and without legal effect, *Holstein v. City of Chicago*, 803 F.Supp. 205, reconsideration denied 149 F.R.D. 147, affirmed 29 F.3d 1145 (N.D. Ill 1992).

Void judgment is one where court lacked personal or subject matter jurisdiction or entry of order violated due process, U.S.C.A. Const. Amend. 5 – *Triad Energy Corp. v. McNell* 110 F.R.D. 382 (S.D.N.Y. 1986).

Judgment is a void judgment if court that rendered judgment lacked jurisdiction of the subject matter, or of the parties, or acted in a manner inconsistent with due process, Fed. Rules Civ. Proc., Rule 60(b)(4), 28 U.S.C.A.; U.S.C.A. Const. Amend. 5 – *Klugh v. U.S.*, 620 F.Supp. 892 (D.S.C. 1985).

A void judgment is one which, from its inception, was, was a complete nullity and without legal effect, *Rubin v. Johns*, 109 F.R.D. 174 (D. Virgin Islands 1985).

A void judgment is one which, from its inception, is and forever continues to be absolutely null, without legal efficacy, ineffectual to bind the parties or to support a right, of no legal force and effect whatever, and incapable of enforcement in any manner or to any degree – *Loyd v. Director, Dept. of Public Safety*, 480 So. 2d 577 (Ala. Civ. App. 1985).

A judgment shown by evidence to be invalid for want of jurisdiction is a void judgment or at all events has all attributes of a void judgment, *City of Los Angeles v. Morgan*, 234 P.2d 319 (Cal.App. 2 Dist. 1951). Void judgment which is subject to collateral attack, is simulated judgment devoid of any potency because of jurisdictional defects, *Ward v. Terriere*, 386 P.2d 352 (Colo. 1963).

A void judgment is a simulated judgment devoid of any potency because of jurisdictional defects only, in the court rendering it and defect of jurisdiction may relate to a party or parties, the subject matter, the cause of action, the question to be determined, or relief to be granted, *Davidson Chevrolet, Inc. v. City and County of Denver*, 330 P.2d 1116, certiorari denied 79 S.Ct. 609, 359 U.S. 926, 3 L.Ed. 2d 629 (Colo. 1958).

Void judgment is one entered by court without jurisdiction of parties or subject matter or that lacks inherent power to make or enter particular order involved and such a judgment may be attacked at any time, either directly or collaterally, *People v. Wade*, 506 N.W.2d 954 (Ill. 1987). Void judgment may be defined as one in which rendering court lacked subject matter jurisdiction, lacked personal jurisdiction or acted in manner inconsistent with due process of law *Eckel v. MacNeal*, 628 N.E. 2d 741 (Ill. App. Dist. 1993).

Void judgment is one entered by court without jurisdiction of parties or subject matter or that lacks inherent power to make or enter particular order involved; such judgment may be attacked at any time, either directly or collaterally *People v. Sales*, 551 N.E.2d 1359 (Ill.App. 2 Dist. 1990). Res judicata consequences will not be applied to a void judgment which is one which, from its inception, is a complete nullity and without legal effect, *Allcock v. Allcock* 437 N.E. 2d 392 (Ill. App. 3 Dist. 1982).

Void judgment is one which, from its inception is complete nullity and without legal effect *In re Marriage of Parks*, 630 N.E. 2d 509 (Ill.App. 5 Dist. 1994). Void judgment is one entered by court that lacks the inherent power to make or enter the particular order involved, and it may be attacked at any time, either

directly or collaterally; such a judgment would be a nullity *People v. Rolland* 581 N.E.2d 907, (Ill.App. 4 Dist. 1991).

Void judgment under federal law is one in which rendering court lacked subject matter jurisdiction over dispute or jurisdiction over parties, or acted in manner inconsistent with due process of law or otherwise acted unconstitutionally in entering judgment, U.S.C.A. Const. Amed. 5, *Hays v. Louisiana Dock Co.*, 452 n.e.2D 1383 (Ill. App. 5 Dist. 1983).

A void judgment has no effect whatsoever and is incapable of confirmation or ratification, *Lucas v. Estate of Stavos*, 609 N. E. 2d 1114, rehearing denied, and transfer denied (Ind. App. 1 dist. 1993).

Void judgment is one that from its inception is a complete nullity and without legal effect *Stidham V. Whelchel*, 698 N.E.2d 1152 (Ind. 1998).

Relief from void judgment is available when trial court lacked either personal or subject matter jurisdiction, *Dusenberry v. Dusenberry*, 625 N.E. 2d 458 (Ind.App. 1 Dist. 1993).

Void judgment is one rendered by court which lacked personal or subject matter jurisdiction or acted in manner inconsistent with due process, U.S.C.A. Const. Amends. 5, 14 *Matter of Marriage of Hampshire*, 869 P.2d 58 (Kan. 1997).

Judgment is void if court that rendered it lacked personal or subject matter jurisdiction; void judgment is nullity and may be vacated at any time, *Matter of Marriage of Welliver*, 869 P.2d 653 (Kan. 1994).

A void judgment is one rendered by a court which lacked personal or subject matter jurisdiction or acted in a manner inconsistent with due process *In re Estate of Wells*, 983 P.2d 279, (Kan. App. 1999).

Void judgment is one rendered in absence of jurisdiction over subject matter or parties 310 N.W. 2d 502, (Minn. 1981). A void judgment is one rendered in absence of jurisdiction over subject matter or parties, *Lange v. Johnson*, 204 N.W.2d 205 (Minn. 1973).

A void judgment is one which has merely semblance, without some essential element, as when court purporting to render is has no jurisdiction, *Mills v. Richardson*, 81 S.E. 2d 409, (N.C. 1954).

A void judgment is one which has a mere semblance, but is lacking in some of the essential elements which would authorize the court to proceed to judgment, *Henderson v. Henderson*, 59 S.E. 2d 227, (N.C. 1950).

Void judgment is one entered by court without jurisdiction to enter such judgment, *State v. Blankenship* 675 N.E. 2d 1303, (Ohio App. 9 Dist. 1996).

Void judgment, such as may be vacated at any time is one whose invalidity appears on face of judgment roll, *Graff v. Kelly*, 814 P.2d 489 (Okl. 1991). A void judgment is one that is void on face of judgment roll, *Capital Federal Savings Bank v. Bewley*, 795 P.2d 1051 (Okl. 1990).

Where condition of bail bond was that defendant would appear at present term of court, judgment forfeiting bond for defendant's bail to appear at subsequent term was a void judgment within rule that laches does not run against a void judgment *Com. V. Miller*, 150 A.2d 585 (Pa. Super. 1959).

A void judgment is one in which the judgment is facially invalid because the court lacked jurisdiction or authority to render the judgment, *State v. Richie*, 20 S.W.3d 624 (Tenn. 2000). Void judgment is one which shows upon face of record want of jurisdiction in court assuming to render judgment, and want of jurisdiction may be either of person, subject matter generally, particular question to be decided or relief assumed to be given, *State ex rel. Dawson v. Bomar*, 354 S.W. 2d 763, certiorari denied, (Tenn. 1962).

A void judgment is one which shows upon face of record a want of jurisdiction in court assuming to render the judgment, *Underwood v. Brown*, 244 S.W. 2d 168 (Tenn. 1951).

A void judgment is one which shows on face of record the want of jurisdiction in court assuming to render judgment, which want of jurisdiction may be either of the person, or of the subject matter generally,

or of the particular question attempted to be decided or relief assumed to be given, *Richardson v. Mitchell*, 237 S.W. 2d 577, (Tenn.Ct. App. 1950).

Void judgment is one which has no legal force or effect whatever, it is an absolute nullity, its invalidity may be asserted by any person whose rights are affected at any time and at any place and it need not be attacked directly but may be attacked collaterally whenever and wherever it is interposed, *City of Lufkin v. McVicker*, 510 S.W. 2d 141 (Tex. Civ. App. – Beaumont 1973).

A void judgment, insofar as it purports to be pronouncement of court, is an absolute nullity, *Thompson v. Thompson*, 238 S.W.2d 218 (Tex.Civ.App. – Waco 1951).

A void judgment is one that has been procured by extrinsic or collateral fraud, or entered by court that did to have jurisdiction over subject matter or the parties, *Rook v. Rook*, 353 S.E. 2d 756, (Va. 1987).

A void judgment is a judgment, decree, or order entered by a court which lacks jurisdiction of the parties or of the subject matter, or which lacks the inherent power to make or enter the particular order involved, *State ex rel. Turner v. Briggs*, 971 P.2d 581 (Wash. App. Div. 1999).

A void judgment or order is one that is entered by a court lacking jurisdiction over the parties or the subject matter, or lacking the inherent power to enter the particular order or judgment, or where the order was procured by fraud, *In re Adoption of E.L.*, 733 N.E.2d 846, (Ill.App. 1 Dist. 2000). Void judgments are those rendered by court which lacked jurisdiction, either of subject matter or parties, *Cockerham v. Zikratch*, 619 P.2d 739 (Ariz. 1980).

Void judgments generally fall into two classifications, that is, judgments where there is want of jurisdiction of person or subject matter, and judgments procured through fraud, and such judgments may be attacked directly or collaterally, *Irving v. Rodriguez*, 169 N.E.2d 145, (Ill.app. 2 Dist. 1960). Invalidity need to appear on face of judgment alone that judgment or order may be said to be intrinsically void or void on its face, if lack of jurisdiction appears from the record, *Crockett Oil Co. v. Effie*, 374 S.W.2d 154 (Mo.App. 1964).

Decision is void on the face of the judgment roll when from four corners of that roll, it may be determined that at least one of three elements of jurisdiction was absent: (1) jurisdiction over parties, (2) jurisdiction over subject matter, or (3) jurisdictional power to pronounce particular judgment that was rendered, *B & C Investments, Inc. v. F & M Nat. Bank & Trust*, 903 P.2d 339 (Okla. App. Div. 3, 1995). Void order may be attacked, either directly or collaterally, at any time, *In re Estate of Steinfeld*, 630 N.E.2d 801, certiorari denied, See also *Steinfeld v. Hoddick*, 513 U.S. 809, (Ill. 1994).

Void order which is one entered by court which lacks jurisdiction over parties or subject matter, or lacks inherent power to enter judgment, or order procured by fraud, can be attacked at any time, in any court, either directly or collaterally, provided that party is properly before court, *People ex rel. Brzica v. Village of Lake Barrington*, 644 N.E.2d 66 (Ill.App. 2 Dist. 1994).

While voidable orders are readily appealable and must be attacked directly, void order may be circumvented by collateral attack or remedied by mandamus, *Sanchez v. Hester*, 911 S.W.2d 173, (Tex.App. – Corpus Christi 1995). Arizona courts give great weight to federal courts' interpretations of Federal Rule of Civil Procedure governing motion for relief from judgment in interpreting identical text of Arizona Rule of Civil Procedure, *Estate of Page v. Litzburg*, 852 P.2d 128, review denied (Ariz.App. Div. 1, 1998).

When rule providing for relief from void judgments is applicable, relief is not discretionary matter, but is mandatory, *Ormer v. Shalala*, 30 F.3d 1307, (Colo. 1994).

Judgments entered where court lacked either subject matter or personal jurisdiction, or that were otherwise entered in violation of due process of law, must be set aside, *Jaffe and Asher v. Van Brunt*, S.D.N.Y.1994. 158 F.R.D. 278.

A "void" judgment as we all know, grounds no rights, forms no defense to actions taken thereunder, and is vulnerable to any manner of collateral attack (thus here, by).

No statute of limitations or repose runs on its holdings, the matters thought to be settled thereby are not res judicata, and years later, when the memories may have grown dim and rights long been regarded as vested, any disgruntled litigant may reopen the old wound and once more probe its depths. And it is then as though trial and adjudication had never been. 10/13/58 *FRITTS v. KRUGH*, SUPREME COURT OF MICHIGAN, 92 N.W.2d 604, 354 Mich. 97.

On certiorari this Court may not review questions of fact. *Brown v. Blanchard*, 39 Mich 790. It is not at liberty to determine disputed facts (*Hyde v. Nelson*, 11 Mich 353), nor to review the weight of the evidence. *Linn v. Roberts*, 15 Mich 443; *Lynch v. People*, 16 Mich 472. Certiorari is an appropriate remedy to get rid of [(a void judgment one which there is no evidence to sustain.)] ***Lake Shore & Michigan Southern Railway Co. v. Hunt*, 39 Mich 469.**

In *Stoesel v. American Home*, 362 Sel. 350, and 199 N.E. 798 (1935), the court ruled and determined that, "Under Illinois Law and Federal Law, when any officer of the Court has committed "fraud on the Court", the order and judgment of that court are void and of no legal force and effect." In *Sparks v. Duval County Ranch*, 604 F.2d 976 (1979), the court ruled and determined that, "No immunity exists for co-conspirators of judge. There is no derivative immunity for extra-judicial actions of fraud, deceit and collusion." In *Edwards v. Wiley*, 374 P.2d 284, the court ruled and determined that, "Judicial officers are not liable for erroneous exercise of judicial powers vested in them, but they are not immune from liability when they act wholly in excess of jurisdiction." See also, *Vickery v. Dunnivan*, 279 P.2d 853, (1955). In *Beall v. Reidy*, 457 P.2d 376, the court ruled and determined, "Except by consent of all parties a judge is disqualified to sit in trial of a case if he comes within any of the grounds of disqualification named in the Constitution. In *Taylor v. O'Grady*, 888 F.2d 1189, 7th Cir. (1989), the circuit ruled, "Further, the judge has a legal duty to disqualify, even if there is no motion asking for his disqualification." Also, when a lower court has no jurisdiction to enter judgment, the question of jurisdiction may be raised for the first time on appeal. See *DeBaca v. Wilcox*, 68 P. 922. The right to a tribunal free from bias and prejudice is based on the Due Process Clause. Should a judge issue any order after he has been disqualified by law, and if the party has been denied of any of his/her property, then the judge has engaged in the crime of interference with interstate commerce; the judge has acted in his/her personal capacity and not in the judge's judicial capacity. See *U.S. v. Scinto*, 521 F.2d 842 at page 845, 7th circuit, 1996. Party can attack subject matter jurisdiction at anytime in the proceeding, even raising jurisdiction for the first time on appeal, *State v. Begay*, 734 P.2d 278. "A prejudiced, biased judge who tries a case deprives a party adversely affected of due process." See *Nelson v. Cox*, 66 N.M. 397.

There is no time limit when a judgment is void:

Precision Eng. V. LPG, C.A. 1st (1992) 953 F.2d 21 at page 22, *Meadows v. Dominican Republic* CA 9th (1987) 817 F.2d at page 521, *In re: Center Wholesale, Inc.* C.A. 10th (1985) 759 F.2d 1440 at page 1448, *Misco Leasing v. Vaughn* CA 10th (1971) 450 F.2d 257, *Taft v. Donellen* C.A. 7th (1969) 407 F.2d 807, and *Bookout v. Beck* CA 9th (1965) 354 F.2d 823. See also, *Hawkeye Security Ins. V. Porter*, D.C. Ind. 1982, 95 F.R.D. 417, at page 419, *Saggers v. Yellow Freight* D.C. Ga. (1975) 68 F.R.D. 686 at page 690, *J.S. v. Melichar* D.C. Wis. (1972) 56 F.R.D. 49, *Ruddies v. Auburn Spark Plug*. 261 F. Supp. 648, *Garcia v. Garcia*, Utah 1986 712 P.2d 288 at page 290, and *Calasa v. Greenwell*, (1981) 633 P.2d 555 at page 585, 2 Hawaii 395. "Judgment was vacated as void after 30 years in entry," *Crosby. V. Bradstreet*, CA 2nd (1963) 312 F.2d 483 cert. denied 83 S.Ct. 1300, 373 US 911, 10 L. Ed. 2.d 412. "Delay of 22 years did not bar relief," *U.S. v. Williams*, D.C. Ark. (1952) 109 F.Supp. 456.

MSC 41 488

**Memorandum in Support
OF PRIVATE ADMINISTRATIVE PROCESS
AKA; CONDITIONAL ACCEPTANCE FOR VALUE
FOR PROOF OF CLAIM (CAFV) with
NOTICE OF ADMINISTRATIVE REMEDY POINTS AND AUTHORITIES**

Non-negotiable – Private between the parties

Conditions of Notice via CAFV;

- A. Undersigned desires to settle this matter via good faith via acceptance and to satisfy any obligation established or indicated by any presentment from Respondent by agreement predicated and conditioned upon proof of claim (discovery & evidence).
- B. The use of any Notary by Claimant is to 'keep the record', 'acknowledge' the signature of the undersigned and testify to the veracity of the same in any court where necessary and may utilize Notarial protests as needed.

Claimant; is the living, flesh-and-blood sentient being, who(s):

1. "Rights existed long antecedent to the organization of the State..." Hale v. Henkle 201 u.s. 43 @ pg. 74 (1905).
2. Is not a signatory to any State or Federal Constitution.
3. Is not a 'party' to any state of Federal Compact.
4. Is not named in the statutes of any State or Federal government.
5. Has the right to exercise 'private administrative process' for resolution before utilizing the foreign courts of de-facto governments agency/units.
6. Has the personal knowledge of the facts of the matter and are contained in affidavit form duly notarized.
7. Initiates process and contact in Good Faith, with Clean Hands and Fair Dealing implied in administrative or law.
8. Has 'expectation' of same from all agents, employees and officers of government or quasi-government (private) corporations, and the private sector.
9. Has 'expectation' that agents, employees and officers of government or quasi-government (private) corporations, and the private sector will act fairly and honestly in good faith, with clean hands and without intent to cheat, hinder, delay, defraud, lie, coerce, use undue influence, threaten, or use physical force (beatings) or violate their 'Oath of Office'.

Respondent(s) to this 'private administrative process' (CAFV) is to:

1. Substantiate the validity and the accuracy of their presentment (whether complaint, information, indictment) or otherwise;
2. Produce Delegation of Authority – private / public (duly sanctioned) or otherwise;
3. Produce Constitutional 'Oath of Office' duly signed and witnessed;
4. Produce any Contract or Agreement bearing bona fide signatures including those of the Claimant;
5. Constitutional authority of Respondent to act against Claimant;
6. Produce bases upon which any claim operates upon Claimant;
7. Operate with 'Good faith', 'Clean Hands', 'Fair Business Dealings';
8. Provide 'Full disclosure' at all times, and
9. Conduct matter under the principles of the American Jurisprudence and Law;
10. Disclose whether the instant matter is a proceeding in time of Peace;
11. Disclose whether the instant matter is a proceeding in time of War;
12. Act in a manner so as not to cheat, hinder, delay or defraud the Claimant in any manner;
13. Act in a manner not to coerce Claimant under color of law or to subject Claimant to involuntary servitude and peonage;
14. Insure that, in this instant matter, Respondent(s) agrees not to commit fraudulent concealment, denial of substantive due process, denial of due process of law, to mutual conspiracy to engage in a scheme of unjust enrichment, or a Declaration of War against the Claimant and subjection of Claimants to a state of involuntary servitude and peonage in violation of:
 - a. Bill of rights – re; 'right to Life, Liberty and Pursuit of Happiness
 - b. Thirteenth Amendment of the Constitution of the United States;
 - c. Title 18 USC §1581;
 - d. Title 42 USC §1994;
 - e. Article 6 of American Convention on Human Rights

15. Or where Respondent is a 'private' man/woman; within the context above, validate the claim, acts or otherwise as to show actions, statements were proper, lawful and correct and that Respondents actions were not injurious in any capacity.

Notice; claimant does not assume that Respondent is deceitfully attempting to assert a requirement where none exists, to file a form or allege a tax liability where none exists (other than upon a corporate fiction/debtor), nor is Respondent attempting to forcing Claimant to participate through coercion and/or undue influence to perform or pay against Claimants will.

Requirement(s) of Respondent(s):

1. After review of the presentment, law, statutes, codes, evidence, affidavits, evidence, etc., transmit a notice to Claimant that there has been misapplication of statute/law or code.
2. Provide 'Proof of Claim(s)' as attached hereto.
3. Otherwise Respondent understands and agrees that a non-response, silence and/or refusal to provide 'Proof of Claim(s) constitutes 'full agreement' to all the facts as they operate in favor of the Claimant and Respondent and it's Principal(s) are in agreement for discharge of any fine, fee, tax, debt or judgment via commercial instrument and/or Respondent agrees that Claimant can exercise exclusive remedy via Tort Claim on all parties to the admissions and injuries.

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NOTICE OF ADMINISTRATIVE REMEDY
POINTS AND AUTHORITIES:

NOTICE; "It is the manner of enforcement which gives Title 42 1983 its unique importance, for **enforcement is placed in the hands of the people**. Each citizen acts as a private attorney general who 'takes on the mantel of the sovereign,'" guarding for all of us the individual liberties enunciated in the Constitution...." (Frankenhauser v. Rizzo, 59 F.R.D. (1973)). Emphasis added.

1. Undersigned Claimant hereby is herein exhausting their administrative remedies, to determine the nature and cause of the incident, matter, injuries, documents, authority, jurisdiction, commercial matter, monetary assessment described therein or otherwise.
2. As an operation of Law, undersigned Claimant is required to exhaust their administrative remedies before they may bring any judicial action for remedy or relief, if such is warranted by the result of the administrative process, via agreement, stipulation or confession.
3. For reference, the principles that arise from the Administrative Procedures Act (APA), Title 5 United States Code, State and Federal Constitution requirements "operate upon [all] agents/employees of [companies], corporations [government corporations]."
4. The APA establishes fairly liberal standards for allowing participation by persons who either have a personal interest in the outcome of the proceeding or represent a pertinent public interest, Title 5 U.S.C. 703.
5. Under the authority of the Administrative Procedure Act at 5 U.S.C. 556 'D', **BURDEN OF PROOF, "the proponent of a rule or order bears the burden of proof."** The Supreme Court has stated that if any tribunal (court) finds absence of proof of jurisdiction over person and subject matter, the case must be dismissed." For reference, see Louisville RR v. Motley, 211 US 149, S. Ct. 42. Claimants are relying upon the same measures and enforcing the same requirements in exhausting the administrative process as to Proof of WRONG DOING, INJURIES, LIABILITY, FRAUD, WRONGFULL TERMINATION, MEDICAL MALPRACTICE, VIOLATION OF DUE PROCESS OF LAW, VIOLATION OF FOURTH AMENDMENT, MISAPPLICATION OF STATUTE, MALICIOUS PROSECUTION, LACK OF JURISDICTION, or otherwise as applied to the inquires attached hereto.
6. Claimant initiates this Private Independent International Administrative Process under the principal of contract which operates upon the agent/employee to be a fact finder.
7. Claimant fully understands that it is not the intent of the Respondent(s) to mislead or otherwise defraud, deceive, or withhold any evidence as applied to the inquiries and requested documents herein, and herein Claimants rests upon Respondent(s) 'Good Faith' and 'Clean Hands Doctrine' and duty to so respond.
8. Claimant has an expectation of 'Good Faith' on the part of the Respondent(s) as

MISC 41-410

Agent(s)/employee(s) on behalf of 'companies, corporations, government corporations or officers and judges of the court to answer the inquiries, to give proof, to produce requested documents and evidence.

9. Claimant is acting in a private capacity as a fact finder within the undersigned's private administrative process to secure a preponderance of 'proof', 'evidence' or otherwise, where facts asserted [or admitted] are more probably more true than false. In said case; proceedings must be "of a type commonly relied upon by reasonably prudent men in [the] conduct of their serious affairs." Therein, Respondent(s) have a 'good faith' duty to respond and answer the inquiries and or provide requested Proofs of Claim.

10. The response(s), or assent(s), or failure or refusal to provide and produce the requested 'evidence' in the absence of response will provide the undersigned a means to determine the nature and cause of the Respondent's actions and documents up to and including default.

However, "Silence can only equate with Fraud where there is a legal or moral duty to respond or where an inquiry left unanswered would be intentionally misleading."
(U.S. V. Prudden, 424 F. 2d 1021 (1070).

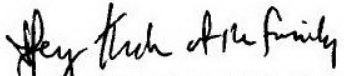

11. As with any administrative process, Respondent(s) may controvert the statements and/or claims made by Petitioner(s) by executing and delivering a verified response point by point, with evidence in support or stipulate that no 'document or exhibit exists in the record, or no 'Proof of Claim' exists... on said point by point basis. Respondent(s) may agree and admit to all statements and claims made by Petitioner by TACIT PROCURATION by simply remaining silent. Silence equates to agreement.

12. In the event Respondent(s) admit the statement and claims by TACIT PROCURATION, all issues are deemed settled STARE DECISIS, and Respondent(s) may not argue, controvert, or otherwise protest the finality of the administrative findings in any subsequent process, whether administrative, judicial, or commercial.

14. Respondent(s) are granted a minimum ten days (10) days or up to 30 days if specifically specified... and are to respond to the requests for "Proof(s) of Claim", 'statements', 'questions' and 'charges', or otherwise... herein and/or to provide Respondent(s)' own answers to inquiries.

15. Exception: In the event Respondent(s) believes the acts complained of may be raised to the level of, and prosecuted as, a CRIMINAL ACT, Respondent(s) may forward a copy of administrative pleadings to the Grand Jury or prosecuting authority along with a demand that such Grand Jury or prosecutor investigate the acts complained of and make a determination as to whether Respondent(s) may be criminally prosecuted or indicted for any matter raised in administrative pleading. Respondent(s) must serve, or cause to be served a certified copy of such demand for criminal investigation, and proof of submission to the appropriate Grand Jury or prosecuting authority, along with a request for an extension of time to respond based upon Respondent's right or privilege against self incrimination.

Dated this 4th day of May, 2011
By: My Hand and Mark as Subscriber

autograph:  
Henry Theodore of the family of Elden ©- Affiant,

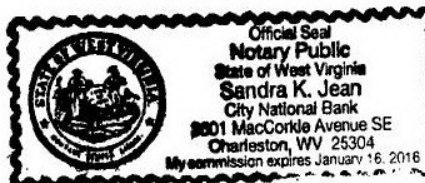
Principal, by Special Appearance, in Propria Persona, proceeding Sui Juris.
Secured Party Creditor, private man, Preserving all rights and liberties, UCC 1-308
Authorized Representative and Attorney-In-Fact in behalf of HENRY THEODORE ELDEN, JR., Ens legis,

ACKNOWLEDGEMENT

The following Notary Public in and for WEST VIRGINIA, (state), witnessed the personally appearance and signature of the above-signator, Henry Theodore of the family of Elden ©, the flesh and blood, living human being, known to me to be the one whose name is signed on this instrument by personal knowledge and or proved to me, and he has acknowledged to me that he has executed the same..

Printed Name: Sandra K Jean Subscribed to and sworn before me this fourth (4th) day of May, 2011 A.D.

Signed: Sandra K Jean
My Commission Expires: 4/16/2016 Common Law Seal:



MISC 41 411

Void in the Law

US Congress abrogated the gold clause without authority and therefore the following facts affect the matters and actions you may have with the system and as such, the following facts are pertinent to your understanding as you utilize CAFV !

1. US Congress to coin money and regulate the value thereof, but Congress also has the authority to borrow on the full faith and credit of the United States.
2. The states are prohibited from issuing bills of credit and making anything other than gold and silver coin a legal tender.
3. When all the gold and silver coinage was removed from circulation by Presidential edict and legislative fiat (beginning in 1933 and aided and abetted by series of legislative enactments culminating in 1976 or '77), the states could not function as de jure states of the United States because they could not lawfully collect taxes; they were insolvent.
4. If Law cannot provide a remedy, equity will.
5. The US Congress chose to borrow credit from a private bank of its own creation (Federal Reserve Bank) for the loan of credit to the United States which would be backed by the full faith and credit of the United States (the property within the jurisdiction of the United States and future uncollected taxes generated within the jurisdiction in the US).
6. The jurisdiction of the United States was limited to the District of Columbia and the territories and the property in this limited jurisdiction.
7. President Roosevelt called the governors of the states to Washington and invited them to participate in this scheme and the governors agreed by pledging the faith and credit of the states for the debts of the United States.
8. The Fed wanted every property, person, place and thing in the entire country collateralized or hypothecated in its favor and so the federal jurisdiction, or jurisdiction of the United State was extended to include the several states.
9. To get around the Constitutional impediment of the gold clause, New Federal States (referred to in the statutes as "this State") were created by operation of law to displace the de jure states.
10. These de facto New Federal States arose by operation of law as resulting trusts to fill the void.
11. There were no Constitutional restrictions on the New States. These New States and the United States doing business as a federal corporation, do business entirely in the equity of commerce and exclusively with commercial paper.
12. They never pay for anything, they just promise to pay with someone else's collateral.
13. The New Federal States are also designated as "THE STATE OF WEST VIRGINIA," etc., as opposed to the de jure "WEST VIRGINIA state."
14. The de jure republic states still exist, they are just dormant and cannot act or do business in commerce because, having no gold or silver coinage and no apparent prospect of getting any, they are insolvent.
15. But now since the New States and the United States Inc. do business exclusively with "bills of credit" and other forms of commercial paper, they have put themselves under the Clearfield Doctrine and forfeited their sovereignty when conducting business in commerce with commercial paper, which is probably about 95% of their acts.

16. These New States and the United States Inc., needing ever more collateral to finance the debt obligations of the United States, began to resort more and more to various schemes and artifices to induce the people into accepting "trust benefits" offered by the New States and further extend the jurisdiction of the United States.
17. Like any other corporation, the Fed has but one purpose, and that purpose is to generate a profit for the stockholders. And the board of directors of the Fed, like any other bank, is not going to make a loan to the United States unless the United States puts up a sufficient amount of collateral to cover the loan.
18. Over time, the United States, acting in concert with the NEW STATES offered more and more inducements to the people to get them to waive their property rights and liberty and enter into the trust.
19. Once a man was induced to accept a trust benefit, the legislature had him hooked into the jurisdiction of the resulting trust which equates with "within the jurisdiction of the United States" within the meaning of the 14th Amendment.
20. The benefits offered range from social security benefits, student loans, subsidized or federally insured house loans, farm programs, bank loans, ad infinitum, to the benefit of discharging one's debts with trust money of account, a.k.a., Federal Reserve Notes, instead of extinguishing debt with lawful coinage of the Republic.
21. Once the real flesh and blood man actually accepted trust benefits, the law requires that the trustee of the resulting trust hold the legal title of the man's property in common with everyone else's property "in trust" for the benefit of all the beneficiaries to prevent one man from unjustly enriching himself in relation to the other beneficiaries.
22. So, since there is no money of the Republic circulating, the presumption must arise as a matter of law that everyone has donated their property to the trust STATE to be held for their own benefit and the benefit of all the other beneficiaries or the trust STATE OF WEST VIRGINIA (and all others), NEW FEDERAL STATE, or this State.
23. Thus, the beneficiaries can enjoy the use of the trust money of account and re-insure everyone else's debt in a scheme of maritime limited liability.
24. The Federal Reserve Notes (FRNs) are money of the trust account and the PERSONS or beneficiaries do not and can never possess legal title to the FRNs; they can only acquire an equitable title to the trust funds or money of the trust account. In other words, the commercial PERSONS who are beneficiaries of the resulting trust don't own their own money.
25. They only have the use of it. When FRNs or trust money of account is used by the commercial PERSON or beneficiary to purchase goods and services, the PERSON can only acquire an equitable title because the trust is already holding the legal title.
26. The trustee is the legislature of the STATE and the legislature is continually modifying the trust instrument, the color of law statutes, that controls the benefits paid out and attempts to control the conduct of the beneficiaries through the imposition of "penal" provisions written into the trust instrument, for instance the STATE penal code, which holds the real man liable for the conduct of his commercial PERSON in the ALL CAPITAL LETTER NAME, hence all crimes are commercial crimes, see: 27 CFR Part 72.11.
27. And, to make bad matters worse, the real man, does not even control his labor, because, if his commercial PERSON, is accepting benefits, everything produced by the labors of the real man automatically becomes trust property by operation of law, other wise he is unjustly enriching himself. So, when the real man sends his commercial PERSON into commerce by the use of FRNs he enters into the trust by his PERSON's acceptance of benefits, or even by the presumed acceptance of benefits, real liabilities are incurred on the real man because the real man is presumed to have intended to have conveyed his legal title to his property and labor to the trust to be held in common for the benefit of all and by the new resulting relationship with his PERSON.

28. What do you call that theory of government where the government holds all the property in common for the common good and use of all? It's called communism!
29. To state this another way, John Doe, the real living man was separated from his commercial person JOHN DOE at the time he was presumed to have granted his property to the res of the resulting trust, or this New Federal STATE OF WEST VIRGINIA (and all others).
30. Thus, John Doe, the living man, is the presumed settlor of the trust res, JOHN DOE, the commercial person, is the presumed beneficiary and THE STATE OF WEST VIRGINIA is the presumed name of the trust, with the legislature of this State being the trustee, all of this arising by operation of law and based on the presumed intent and actual conduct of John Doe, the real man, to create a **cestui que** trust and appoint this State or the STATE OF WEST VIRGINIA as trustee.
31. Since John Doe is presumed to have had the intent to donate or grant all his property to the res of the resulting trust, this presumption arising from his use of FRNs and other conduct, he has not only separated his self from his commercial PERSON, he has also separated the legal title of the property that he thinks that he owns lock, stock and barrel from the equitable title of his property.
32. John Doe is presumed to have donated the legal title, and in some cases, as in the matter of his "motor vehicle," or any thing that has been issued a certificate of title, has in fact donated the legal title of his property to the resulting trust and is left with only the equitable title, the intent of the transfer is prima facie evident on the face of his certificate of title, and he is left with only ownership, or right of possession and use of the motor vehicle.
33. Since this State now holds the legal title to John's motor vehicle, this State can dictate when, where, and how fast John can operate the motor vehicle and compel John to indemnify this State from liability in case John does something stupid with this State's motor vehicle, in other words, John can be compelled to insure the car.
34. John can be compelled to wear his seat belt. The trust instrument – the color of law traffic code demands it because if John is driving this State's car without insurance, is not wearing his seat belt and is at fault in a wreck, and for some reason cannot or will not "personally" pay for the damages, he would be shifting his liability of the damage caused by the wreck onto the other beneficiaries of the trust because "this State" is the legal owner and ultimately liable for any damages caused; in other words, this State is going to have to pick up the tab for the damages, which will in turn be passed on to the other beneficiaries through higher taxes.
35. John Doe the man, is presumed to have had the intent to create a cestui que trust having himself as the settlor, or donor for the benefit of the commercial person, JOHN DOE with the legislature of this State the trustee appointed by operation of law.
36. The state congressmen and senators that are the true trustees and they are continually running for office, begging for contributions and passing favors for their campaigns. They are busy people and don't have time to ADMINISTER the trust. So being trustees, they have the power to appoint trust agents to act on their behalf. This is why all the states enacted State Bar Acts in the '30's.
37. Isn't it amazing that the country muddled along without having state bar associations until the 1930's! When the BAR's were created and organized, the legislators then had an immense pool of prospective trust agents which could make claims for enforcement of the trust and collect for injuries and damages caused to the trust or res of the trust.
38. This does not necessarily mean that every attorney is a trust agent, but every attorney, upon admission to the bar is put in the position that he is able to accept the benefit of being a trust agent. The attorney's general of the US and the "this States" are the "boss" trust agents and make policy for the control all the lesser trust agents, like the local

county attorney and district attorney, the bankruptcy trustees, court appointed guardian ad litem, public defenders, etc., but they are all under the control and direction of "this State's" supreme court.

39. Since administrating and enforcing the trust could be a nasty business on occasion, the Bar appointed trust agents need some muscle. So, again, beginning in the mid to late '30's we had the sudden appearance of the ominous STATE POLICE who were commissioned by acts of the legislature of "this State" much like U.S. Military officers are commissioned by act of the US Congress.
40. The STATE POLICE were "law enforcement agents." By law enforcement agents, what the legislature really means is "TRUST ENFORCEMENT AGENTS."
41. It makes one wonder how did the country get along without the STATE POLICE from the time the first English settlers arrived in the early 17th century until the 1930's without suffering total anarchy! And over time, the constitutional "peace officer" like the local sheriffs and constables became "TRUST ENFORCEMENT AGENTS" and, by statute, were put under the authority of the "STATE POLICE."
42. The jurisdiction of the local sheriff, STATE POLICE or TRUST ENFORCEMENT AGENTS extends only to the beneficiaries of the trust. If your 'person' is not a beneficiary they can't legally touch you. In fact, if your PERSON is not a beneficiary, you are as foreign to the TRUST ENFORCEMENT AGENTS and "this State" is foreign as the Klingon Empire is to Capt. James T. Kirk.
43. If you are not a beneficiary of the trust and if they mess with you and cause you and injury, or even use your person's NAME, they will be liable under the law for a common law trespass, libel, or both. But beware, the presumption is that everyone is a beneficiary.
44. When a resulting trust is presumed to have been created, the trustee of the trust has no duties or obligations, excepting that he must return the legal title to the **cestui que trust** when it is demanded by the cestui que trust. And interestingly enough, it takes extraordinary evidence to prove the existence of a resulting trust. Extraordinary evidence evidently means evidence sufficient to convict in a criminal case, i.e., beyond a reasonable doubt.
45. On the other hand, it takes very minimal evidence to put the existence of a resulting trust into question. A denial of intent to create the cestui que trust by the presumed donor of the res under oath would probably be sufficient. Likewise, a denial under oath by the beneficial PERSON of his intent to accept the benefit or of his intent to reject and waive the benefit would probably be sufficient. Now, the question is, 'how does a flesh and blood man going to regain control of his commercial PERSON and reunite equitable title with the legal title?
46. How does one deny that the use of Federal Reserve Notes? Well, probably can't. But, the use of FRNs is a compelled benefit because there is no other money to be had. As a matter of law under the Compelled Benefits Doctrine, a man cannot be held liable for benefits that he is compelled to accept, especially if it is a compelled economic benefit. See: MAYNARD MEHL v. JOHN H. NORTON, No. 31,338, Supreme Court of Minnesota, 201 Minn. 203; 275 N.W. 843; 1937 Minn. LEXIS 851; 113A.L.R. 1055, November 5, 1937; W. H. Shearon v. Travis Henderson, Guardian, etc., SUPREME COURT OF TEXAS, 38 Tex. 245; 1873 Tex. LEXIS 241, 1873; JO ELAINE BAILEY WOODLAND, Appellant v. SHIRLEY WISDOM, Appellee, No. 06-97-00083-CV, COURT OF APPEALS OF TEXAS, SIXTH DISTRICT, TEXARKANA, 975 S.W.2d 712; 1998 Tex. App. LEXIS 5038, Charles L. Black Aycock et al, Appellants v. F. H. Pannill, Sr., et al, Appellees COURT OF APPEALS OF TEXAS, ELEVENTH DISTRICT, EASTLAND, 853 S.W.2d 161; 1993 Tex. App. LEXIS 989; F. M. SMITH, Appellant, v. TEXAS COMMERCE BANK - CORPUS CHRISTI, N.A., ET AL., Appellees., COURT OF APPEALS OF TEXAS, THIRTEENTH DISTRICT, CORPUS CHRISTI, 822 S.W.2d 812; 1992 Tex. App. LEXIS 209; FRANCES JACKSON ROGERS, Appellant, v. DAVID ORMAN ROGERS, JR., Appellee, COURT OF APPEALS OF TEXAS, Thirteenth District, Corpus Christi, 806 S.W.2d 886; 1991 Tex. App. LEXIS 646.

47. The legislature can destroy the Constitution by their own acts and omissions, as well as the President can destroy it by Executive Order (and has), as well as the judiciary by [mis]interpretation of law.
48. The people can change or abolish any form of government if it becomes destructive to these ends... and/or elect to make a political decision to not to 'consent' to be 'raped, pillaged, or plundered by said bankrupt de-facto quasigovernments and/or by free-will, consent by agreement to associate to create or join any other 'entity' for their benefit, remedy and safety.
49. The Congress, the President, and the Judiciary are supposed to protect the 'sovereign American people' (the principals) and their guaranteed Republican Form of Government from all foreign powers including the foreign "this State" of trust, however the Congress, the President, the Judiciary, and the "this States" aided and abetted in the breach of the contract by design to cause the U.S. Bankruptcy (National Emergency) to cause unlawful taking of lawful money of account and pursuant to HJR-192, all the people can do is discharge all debts 'dollar for dollar' by the use of commercial paper, for all are insolvent.

Maxims in Law

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

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

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

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

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

The light of truth in maxims cannot be extinguished through the evil works and craftiness of men. They may be forgotten by many, intentionally concealed by some, but they still exist, no matter what, and they won't go away!

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

Regarding Justice . . .

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

Regarding Power and Authority . . .

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

Regarding Truth . . .

- Truth stands supreme.
- Truth affects but cannot be affected.
- Truth is expressed in the form of an affidavit.
- Truth will out.
- An un rebutted affidavit stands as the truth.
- An affidavit must be rebutted point-for-point.
- Thou shalt not bear false witness.
- Ignorance is no respecter, it affects all without regard to position or title.
- It is in the nature of things that he who denies a fact is not bound to give proof.

Regarding Sovereignty . . .

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

First Judicial District Circuit Court, Ms. Brenda Miller, Clerk or Acting Clerk
Ohio County Courthouse, Fourth Floor, Room 403, City / County Building,
1500 Champaign Street
Wheeling, West Virginia [26003]

MISC 41 420

Dear Ms. Miller: 10 June 2011

I reviewed the enclosed affidavits (served 3 May '211 by certified mail #7010 1670 0001 1311 4850) written by & sent by Henry Theodore Elden © to you. It was served to you before, as evidenced by Certificate of Service verifying package's contents.

It was addresses as above in this letter. It was: **Delivered, May 05, 2011, 11:12 am, WHEELING, WV 26003**

I understand Elden © has not received any response from you. Therefore you are in dishonor and default (admit) to the statements in his affidavit.

Henry Theodore Elden © request I, a notary public, ask you for your response.

As a notary public, I ask you to respond to these affidavit directly to me, point for point, completely, in truth, and signed without restrictions under penalty of perjury within 10 calendar days of your receipt of this notice, or you admit, accept, the statements to his favor as being true, and un rebutted.

In the event your dishonor through non-acceptance or non-performance was unintentional or due to reasonable neglect or impossibility, I am enclosing a certified true copy of the same presentment to this Notice.

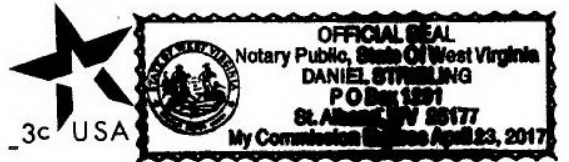
Respond directly to me, and I will forward your response to Ted Elden ©.

Your response is expected no later then ten (10) calendar days from the date you receive this Notice of Dishonor. Thank you for your prompt attention to this matter.

My name is copyrighted with fines publicly listed at Kanawha Co. Courthouse. Do not contact me, except within this 10 days on this subject, as I have requested above, else you would infringe on my copyrights.

Sincerely, date 10 June 2011

Daniel Mathew Stribling ©
Daniel Mathew Stribling ©, Notary Public, Secure Party Creditor

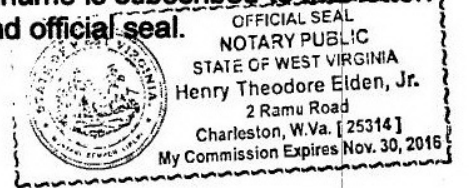


Respond to me at this address:
Stribling ©, c/o Post Office Box 1291, Saint Albans, West Virginia [25177]
Notary of Signature

On this 10th day of June, 2011, the above signatory personally appeared, personally known to me, or proved to me on the basis of satisfactory evidence to be the one whose name is subscribed to this letter.

(Notary name) Henry Theodore of Elden © family. Witness my hand and official seal.
My Commission Expires: (date & seal) 10 June 2011

Henry Theodore of Elden © family (Notarized signature)
30 Nov 2016



CERTIFICATE OF SERVICE

I certify that on this 10th day of June, 2011, a true and exact copy (or duplicate original) of the above letter was served by Certified Mail # 7006 2150 0002 7232 2153 by this living human:

7006 2150 0002 7232 2153

, All Rights Reserved

Cecil D. Barnes

Cecil D. Barnes

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MISC 41 421

First Judicial District Circuit Court, Ms. Brenda Miller, Clerk or Acting Clerk
Ohio County Courthouse, Fourth Floor, Room 403, City / County Building,
1500 Champaign Street
Wheeling, West Virginia [26003]

sent before on 10 June 2011

7008 2810 0000 2366 5334

Dear Ms. Miller:

1st July 2011 sent again cert. mail

I reviewed the enclosed affidavits (served 3 May 2011 by certified mail #7010 1670 0001 1311 4850) written by & sent by Henry Theodore Elden © to you.
It was served to you before, as evidenced by Certificate of Service verifying package's contents.

It was addresses as above in this letter. It was: **Delivered, May 05, 2011, 11:12 am, WHEELING, WV 26003**

I understand Elden © nor I have received any response from you.
Therefore you are in dishonor and default (admit) to the statements in his affidavit.

Henry Theodore Elden © request I, a notary public, ask you for your response.

As a notary public, I ask you to respond to these affidavit directly to me, point for point, completely, in truth, and signed without restrictions under penalty of perjury within 10 calendar days of your receipt of this notice, or you admit, accept, the statements to his favor as being true, and un rebutted.

If your dishonor through non-acceptance or non-performance was unintentional or due to reasonable neglect or impossibility, I'm enclosing a certified true copy of the same presentment to this Notice. Respond directly to me, and I will forward your response to Ted Elden ©.

Your response is expected no later then ten (10) calendar days from the date you receive this Notice of Dishonor. Thank you for your prompt attention to this matter.

My name is copyrighted with fines publicly listed at Kanawha Co. Courthouse. Do not contact me, except within this 10 days on this subject, as I have requested above, else you would infringe on my copyrights.

Sincerely, 1st July 2011

Daniel Mathew Stribling
Daniel Mathew Stribling ©, Notary Public, Secure Party Creditor original dup. original

Respond to me at this address:
Stribling ©, c/o Post Office Box 1291, Saint Albans, West Virginia [25177]

NOTARY OF SIGNATURE

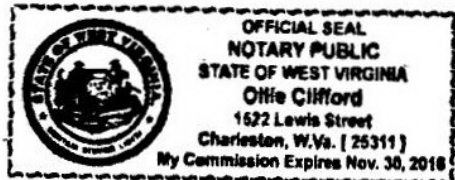
On this 1st day of July, 2011, the above signatory personally appeared, personally known to me, or proved to me on the basis of satisfactory evidence to be the one whose name is subscribed to this letter. (Notary name) Henry Theodore of Elden © family. Witness my hand and official seal.

My Commission Expires: (date & seal)

T. Alvin Cupard (Notarized signature)

CERTIFICATE OF SERVICE

I certify that on this ___ day of July, 2011, a true and exact copy (or duplicate original) of the above letter was served by Certified Mail # 7008 2810 0000 2366 5334 by this living human:



, All Rights Reserved

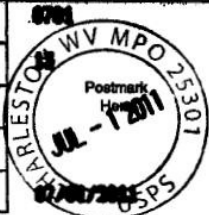
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State of West Virginia _____)
County of Kanawha _____)

Scilicet

11 October 2011

"Indeed, no more than (affidavits) is necessary to make the prima facie case." United States v. Kis, 658 F.2^d, 526, 536 (7^t Cir. 1981); Cert Denied, 50 U.S. L.W. 2169; S. Ct. March 22, 1982
Notice to the agent is notice to principal. Notice to the principal is notice to agent.

Respondent: Attn: Brenda Miller, Clerk
First Judicial District Circuit Court
1500 Chapline Street, Room 403
Wheeling, West Virginia 26003 and to all verisimilitudes, to all involved parties, shape and/ or form in all capacities.

Affiant:
Henry Theodore Elden, a living man
c/o 1331 MacCorkle Avenue
Charleston, West Virginia [non domestic- outside of United States (corp)]

Certificate/ Notice of Dishonor/ Non response:

I, Henry Theodore of Elden © family, assert I have not received any response from the affidavit / document I sent via certified mail # 7010 1670 0001 1311 4850 to First Judicial District Circuit Court, on or about 2 May, 2011, referencing: CONDITIONAL ACCEPTANCE FOR VALUE (CAFV) PRIVATE INDEPENDENT ADMINISTRATIVE PROCESS - ARTICLE I REDRESS OF GRIEVANCE UNDER NINTH AMENDMENT RESERVATIONS FOR RESOLUTION AND EQUITABLE SETTLEMENT UNDER NECESSITY, IN THE NATURE OF REQUEST FOR PROOF OF CLAIM/ DISCOVERY

Therefore Respondent is in dishonor for not responding in the prescribed limited time period.

FURTHER AFFIANT SAITH NOT.

Subscribed and sworn, without dishonor, without prejudice, without recourse, all rights reserved by: my hand and mark as subscriber

Henry Theodore Elden

autograph: Henry Theodore of Elden © family
Affiant, Principal, by Special Appearance, in Propria Persona, proceeding Sui Juris.
Secured Party Creditor, private man, Preserving all rights and liberties,
Authorized Representative and Attorney-in-Fact in behalf of HENRY THEODORE ELDEN, JR., Ens legis,

ACKNOWLEDGEMENT - Notary

The following Notary Public in and for WEST VIRGINIA,(state), witnessed the personally appearance and signature of the above-signator, Henry Theodore of Elden © family, the flesh and blood, living man, known to me to be the one whose name is autographed on this instrument by personal knowledge and or proved to me, and he has acknowledged to me that he has executed the same.

This document is original signed document certified true copy, with original signatures

Printed Name: Lisa M. Francis Subscribed to and sworn before me this 11 October, 2011 A.D.

Signed: *Lisa M. Francis*
My Commission Expires: 9/3/14 Common Law Seal:



Re: Wheeling 11 Oct Original Present Dishonor

Notice of Dishonor and your Opportunity to Cure 41 425
Affadavit

Respondent: Attn: Brenda Miller, Clerk
First Judicial District Circuit Court
1500 Chapline Street, Room 403
Wheeling, West Virginia 26003

and to all verisimilitudes, to all involved parties, shape and/ or form in all capacities.

Affiant: Daniel Mathew Stribling ©
c/o Post Office 1291,
Saint Albans [non domestic],
West Virginia
[zip exempt - near 25177]

Re: Elden's Conditional Acceptance for Value, sent about 2 May, 2011

Attn: Brenda Miller, Clerk:

11 October 2011

At request of Henry Theodore of Elden © family, as per his notice to me of despondence's dishonor / non response, I, Daniel Stribling ©, a West Virginia Notary Public, asked the respondent to respond directly to me as per the original presentment sent about 2 May, 2011. I have written to the respondent on or about 10 June and 6 July of 2011.

As of this date, they have not responded appropriately to me.
Therefore they are in dishonor, defaulting to the CAFV conclusions in favor of Henry Theodore of Elden © family.

This is your notice of dishonor and your opportunity to cure.
As per the Truth in Lending laws, please submit your complete response, as per the terms of the original CAFV presentment directly to me, completing it in 3 days from receipt of this notices to be received by me no later then 10 days from the date of this mailing.

Sincerely,

FURTHER AFFIANT SAITH NOT

Printed, signed and mailed this 11th day of October, 2011 A.D.
Subscribed and sworn, without prejudice, and with all rights reserved,
By: My Hand and Mark as Subscriber autograph:

Daniel Mathew Stribling © - Affiant,

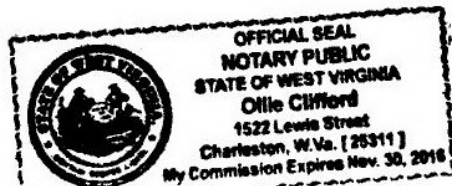
ACKNOWLEDGEMENT

The following Notary Public in and for WEST VIRGINIA, (state), witnessed the personally appearance and signature of the above-signator, Daniel Mathew Stribling ©, the flesh and blood, living human being, known to me to be the one whose name is signed on this instrument by personal knowledge and or proved to me, and he has acknowledged to me that he has executed the same.

This document is original signed document certified true copy, with original signatures

Printed Name: Ollie Clifford Subscribed to and sworn before me this 11 October, 2011 A.D.

Signed: Ollie Clifford ©
My Commission Expires: 11/30/16 Common Law Seal:



7006 2150 0002 7232 2276

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WHEELING WV 26003 Zone-2 First-Class Letter 1.50 oz. Expected Delivery: Thu 10/13/11			\$0.64
Certified Label #:		7006215000027232276	\$2.85
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Total:			\$3.49

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 Change Due: -\$16.51

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Total Postage & Fees	\$	\$3.49

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 City, State, ZIP+4

PS Form 3800, August 2006 See Reverse for Instructions

AFFIDAVIT

MISC 41 427

State of West Virginia _____)
 County of Kanawha _____) Scilicet

"Indeed, no more than (affidavits) is necessary to make the prima facie case." United States v. Kis, 658 F.2^d, 526, 536 (7th Cir. 1981); Cert Denied, 50 U.S. L.W. 2169; S. Ct. March 22, 1982

Respondent: Attn: Brenda Miller, Clerk
 First Judicial District Circuit Court
 1500 Chapline Street, Room 403
 Wheeling, West Virginia 26003

and to all verisimilitudes, to all involved parties, shape and/ or form in all capacities.

Affiant: Henry Theodore of Elden © family
 c/o 1331 MacCorkle Avenue
 Charleston, [non domestic - near 25314]
 West Virginia

October 11, 2011

Certified Mail # 7006 2150 0002 7232 2276

RE: Case: 02C-290

KERRI VICKERS, JOHN VICKERS, JIM MURRAY and CONNIE MURRAY
 VS. H. THEODORE ELDEN JR.

REQUEST FOR BILL/ PRESENTMENT –
 TENDER OF WRITTEN PROMISE TO PAY
 Notice to principal is notice to agent. – Notice to agent is notice to principal.

Dear Ms. Brenda Miller:

I am responding to your notice addressed to Henry Theodore Elden, Jr. in regards to the above account matter as I have assumed the so-called debt. Please respond completely, truthfully, signed by authorized agent, accepting penalty if by perjury, notarized, and received within time frame both by me and my third party notary whose address is at bottom of this document.

I accept for value your coming forward as the fiduciary on this account/ matter, as a state officer/ employee.

As you are aware of the economic and financial situation and conditions within the states, our Country and otherwise as initiated by the U.S. Bankruptcy (March 9, 1933) affecting *all of us* up to the present, of the current recession, and the recent disclosure that U.S., Inc. has reached its debt limit and cannot borrow any *money* (debt dollars?) after August 2, 2011. This economic and 'money' situation has placed not only the states in similar financial condition, at or near bankruptcy, but the people as well, at the local level, living and working within a debt-based society.

As you might also be aware, the U.S. government is over 14 Trillion dollars in debt ! I don't know what the financial condition of the State of West Virginia is in, but I presume it is as bad.

For your edification: The United States went "Bankrupt" in 1933 and was declared so by President Roosevelt by Executive Orders 6073, 6102, 6111 and by Executive Order 6260 on March 9, 1933 (See: Senate Report 93-549, pgs. 187 & 594), under the "Trading with the Enemy Act" (Sixty-Fifth Congress, Sess. I, Chs. 105, 106, October 6, 1917), and as codified at 12 U.S.C.A. 95a. On May 23, 1933, Congressman, Louis T. McFadden, brought formal charges against the Board of Governors of the Federal Reserve Bank system, the Comptroller of the Currency and the Secretary of the United States Treasury for criminal acts. (MEMORANDUM OF THE U.S. BANKRUPTCY AND THE MONETARY SITUATION AFFECTING THE AMERICAN PEOPLE - February 21, 1992 – by John Nelson / Edited/)

Ohio Rep. James Traficant, Jr. addressing the House - also spoke of this bankruptcy & it's meaning.
 See United States Congressional Record, March 17, 1993 Vol. 33, page H-1303, Speaker- Rep. James Traficant

These conditions as well as the recession has and continues to make it more difficult for many millions of people to work, keep businesses open, hire employees and otherwise survive month to month due these economic conditions, but are you aware of the following:

"In the United States neither paper currency nor deposits have value as commodities. Intrinsically, a dollar bill is just a piece of paper, deposits merely book entries..." – from: Modern Money Mechanics – Federal Reserve Bank of Chicago – page 3 – Revised 6-1992,

...and the IRS says: Federal Reserve Notes are valueless. (See IRS Codes Section 1.1001-1 (4657) C.C.H.)

31 U.S.C. Section 5118 (d) (2) provided for many years that a requirement of repayment of debt in a particular kind of coin or currency could be made by legal tender. As of October 27, 1977 **legal tender for discharge of debt is no longer required.** That is because legal tender is not in circulation at par with the promises to pay credit. Negotiable instruments Guaranty Trust Co. of New York v. Henwood, 307 U.S. 847 (1939) holds that 31 U.S.C. 5118 was enacted to remedy the specific evil of tying debt to any particular currency or requiring payment in a greater number of dollars than promised. Since October 27, 1977, **there can be no requirement of repayment in legal tender either, since legal tender was not loaned and repayment need only be made in equivalent kind.** A negotiable instrument representing credit.

However, due to the U.S. Bankruptcy, does not the State of West Virginia participates within the 'Declared National Emergency' of 1933, signed on to the 'emergency' possibly sometime in March or April of 1933, and or through it's association with the United States corporation (founded in or about 1871) thru the Buck Act ?

As such— government is responsible for debts of people and Congress offers us this benefit:

Debt money, created by the federal U.S., Inc., can be spent all over the continental United States, it will be legal tender for all debts, public and private, and the limited liability is that you cannot be sued for not paying your debts.

So now they have said, "We're going to help you out, and you can just discharge your debts instead of paying your debts (at law)."

Are you aware of the fact that certain conditions followed by the act of Bankruptcy, due to not only the gold being removed from backing our nation's money (and as a result, we are insolvent. (UCC 1-201 (23)), with the insertion of 'federal reserve notes' (bankruptcy script) to replace U.S. Notes, to circulate as money (violation of United States Constitution Article 1, Sec. 8: The Congress shall have Power: To coin Money, regulate the Value thereof, and of foreign Coin, and fix the Standard of Weights and Measures;

and following, was the adoption of the Uniform Commercial Code by the States in and around 1964.

In the State of West Virginia, the UCC was adopted and took effect on 1 July 1975, or before. WEST VIRGINIA CODE, CHAPTER 46. UNIFORM COMMERCIAL CODE.

WV Code was updated with legislation passed through the 2010 2nd Special Session
Regardless, it has been said that the (National) UCC is the 'Federal Common Law' today!

But first, understand:

"The referenced Official Comment notes that the definition of money is not limited to legal tender under the U.C.C. The narrow view that money is limited to legal tender is rejected." – Walker F. Todd, Attorney and legal officer for the legal departments of the Federal Reserve Banks of New York and Cleveland, Ret. (See: Legal tender under the Uniform Commercial Code (U.C.C.), Section 1-201 (24))

West Virginia Code:

§46-3-601. Discharge and effect of discharge.

(a) The obligation of a party to pay the instrument is discharged as stated in this article or by an act or agreement with the party which would discharge an obligation to pay money under a simple contract.

§46-3-603. Tender of payment. (a) If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument, the effect of tender is governed by principles of law applicable to tender of payment under a simple contract.

(b) If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument and the tender is refused, there is discharge, to the extent of the amount of the tender, of the obligation of an indorser or accommodation party having a right of recourse with respect to the obligation to which the tender relates.

IN CONCLUSION; we all live and operate under a state of National Emergency, due to a Declaration of Bankruptcy and the Federal government is in debt in excess of 14 Trillion so-called dollars and the States of the Union (mere 'federal units' - Dyett v Turner, Warden, Utah State, 439 P 2nd 266 @ 267) are similar situation, with most all states in violation of Article I, Section X of the U.S. Constitution, with the advent of the adoption UCC, the definition of money is something other 'legal tender notes', as they have no value, and per the UCC, and an offer in writing to pay is equivalent to the actual tender of the money, and per 31 U.S.C. 5118, enacted to remedy the specific evil of tying debt to any particular currency... because we have 'no lawful constitutional money of exchange that circulates within the states in which the people can 'pay debts at law' and remedy is: government is responsible for the debts of the people!

THEREFORE; though I accepted your fiduciary capacity, under necessity, I formally appoint you as my fiduciary in the above account/matter and to resolve this matter, either:

- 1) Send me a check or other negotiable instrument that I can endorse and return to your for adjustment, settlement and closure, or:
- 2) Send me a Bill/Presentation **HENRY THEODORE ELDEN, JR.** so that I can tender a *credit payment* via acceptance of your Presentation, or:
- 3) Consider this letter/communication as my offer in writing to pay (discharge) the debt in private credit to allow you to do a Set-off on the account.

Note these references:

Constitution of West Virginia, 1862

ARTICLE I. - THE STATE.

1. The State of West Virginia shall be and remain one of the United States of America. The **Constitution of the United States**, and the laws and treaties made in pursuance thereof, shall be the supreme law of the land.

ARTICLE XI. - MISCELLANEOUS.

5. ... No company or association, authorized by this section, shall issue bills to circulate as money.

The new constitution was approved in a unanimous vote by the delegates on February 18, 1862. It was then submitted to the voters of West Virginia, who, on April 3, overwhelming approved the constitution, 18,862 to 514.

Current West Virginia Constitution, today - 1-1. Relations to the government of the United States.

The state of West Virginia is, and shall remain, one of the United States of America. The constitution of the United States of America, and the laws and treaties made in pursuance thereof, shall be the supreme law of the land.

http://en.wikisource.org/wiki/Page:United_States_Statutes_at_Large_Volume_76A.djvu/206

911. Extinction by offer- An obligation is extinguished by an offer of performance, ...

"A tender is an offer of performance made with the intent to extinguish the obligation (Civ Code Sec 1485). When properly made, it has the effect of putting the other party in default if he refuses to accept it." (Weisenberg v Hirschhorn, 97 Cal App. 532, 275 P. 997; Lovetro v Steers, 234 Cal App. 2d 461, 44 Cal Rptr. 604; Holland v Paddock, 142 Cal App. 2d 534, 298 P 2d 587)

"Any tender of performance, including the exercise of an option, is ineffective if it imposes conditions upon its acceptance which the offeror is not entitled to demand. (Civ Code Sec 1494; Schiffner v Papps, (1963) 223 Cal. Ap. 2d 526, 35 Cal. Rptr. 817). However, the imposition of such conditions is waived by the offeree if he does not specifically point out the alleged defects in the tender. (Civ Code Sec 1501; Code Civ Proc., Sec 2076; Hohener v Gauss (1963) 221 Cal. App 2d 797, 34 Cal. Rptr. 656). The rationale of the requirement of specific objection is that the offeror should be permitted to remedy any defects in his tender; the offeree is therefore not allowed to remain silent at the time of the tender and later surprise the offeror with hidden objections. (Thomassen v Carr (1967) 250 Cal. App. 2d 341, 350, 58 Cal. Rptr. 297)" Riverside Fence Co. v Novak, (1969) 78 Cal. Rptr. 536.

"A tender need not be kept good when it appears that it will not be accepted." Hossom v City of Long Beach (1948) 189 P. 2d 787, 83 C.A. 2d 745.

Also, take note of the nature of UCC 3-603(b):

"If tender of payment of an obligation to pay an instrument is made...and the tender is refused, there is discharge, to the extent of the amount of the tender...with respect to the obligation to which the tender relates."

According to the laws, statutes, codes, and regulations, the alleged debt, on your default, is considered discharged in full.

I am looking forward to the resolution of this matter. I await your reply with either a check or an instrument, or a Bill/ Presentment in regards to the debt, within ten days of this mailing

(respond in time frame as per Truth in Lending Act (TILA), Title I - ... may exercise the right to rescind until midnight of the third business day following consummation of the transaction)

or I will presume this letter in writing is my offer to pay/ discharge and if not accepted, the debt is discharged through you, your office and state treasury for HENRY THEODORE ELDEN, JR. Otherwise number 1 & 2 above would be better, but I will let you make that decision.

Send complete response to:

Henry Theodore; of Elden © family, c/o Temporary post location:
c/o 1331 MacCorkle Avenue, Charleston, Non-domestic, West Virginia
[zip code exempt (DMM 122.32) near 25314]

and to third party witness,

Daniel Mathew Stribling ©, Post Office 1291, Saint Albans [non domestic], West Virginia [zip exempt - near 25177]

Use of 2 letter state abbreviations disallowed (will be rejected).

Use of optional zip codes, which designate a federal zone, may only be used in brackets i.e. [25xxx].

Permission to use copyrighted names is allowed for response to this letter within it's time frame only.

Honor / Dishonor: Failure to respond puts respondent in dishonor, and defaults to the favor or stated conclusions of the affiant.

Numerous laws, acts of legislators, definitions from Black's & other law dictionaries are background for this affidavit. Some are expressed on other public documents of the affiant.

I attest this now to be true, complete, not intending to deceive, to the best of my research, knowledge and belief. Omissions consistent with intent.

All rights reserved, including but not limited to: "... the people have all power.." Sincerely,

FURTHER AFFIANT SAITH NOT.

Subscribed and sworn, without dishonor, without prejudice, without recourse, all rights reserved by:
my hand and mark as subscriber

autograph: Henry Theodore of Elden © family -

Affiant, Principal, by Special Appearance, in Propria Persona, proceeding Sui Juris.
Secured Party Creditor, private man, Preserving all rights and liberties,
Authorized Representative, Attorney-In-Fact in behalf of HENRY THEODORE ELDEN, JR., Ens legis,

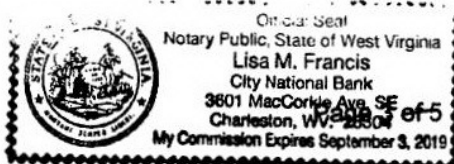
ACKNOWLEDGEMENT - Notary

The following Notary Public in and for WEST VIRGINIA,(state), witnessed the personally appearance and signature of the above-signator, Henry Theodore of Elden © family, the flesh and blood, living man, known to me to be the one whose name is autographed on this instrument by personal knowledge and or proved to me, and he has acknowledged to me that he has executed the same..

Printed Name: Lisa M. Francis Subscribed to and sworn before me on 11 October, 2011 A.D.

Signed: Lisa M. Francis
My Commission Expires: 9/3/19 Common Law Seal:

Wheeling- Miller- Req for Bill/ First Judicial District Circuit Court



DOCUMENT CUSTODIAN - Certified True Copy

I, **Daniel Strtibling** © a West Virginia notary, certify that this is a true copy and or duplicate original of this document.
I am custodian of this document.

Notary Public/in and for WEST VIRGINIA,(state), Date: 11 October, 2011

This is the Original, Document Certified True Copy

Signed: *Daniel Strtibling* Common Law Seal
My Commission Expires: 4-23-2017



CERTIFICATE OF SERVICE - Third Party Witness

I certify on this ___ day of October, 2011, a true and exact copy of the aforesaid document was sent by U.S. mail to **Respondent** named & address at beginning of this document.

Name: **™ Ollie Clifford ©**, Signed: ___

Method of Delivery: ___ Certified Mail # 7006 2150 0002 7232 2276, .. US First Class Mail,
.. other: carrier .. or .. Personal Service,; Item #

This document (and or related documents) may be recorded at:
.. Kanawha County Court, .. UCC Office of West Virginia Secretary of State,
.. United States Department of State, Authentication Department

Henry Theodore of Elden © family
c/o 1331 MacCorkle Avenue
Charleston, West Virginia [25314]

October 22, 2011

First Judicial District Circuit Court, Clerk
Attn: Brenda Miller
1500 Chapline Street, Room 403
Wheeling, West Virginia 26003

Cert. Mail # 7006 2150 0002 7232 2290

and to all verisimilitudes, to all involved parties, shape and/or form in all capacities.

RE: Case: 02C-290
KERRI VICKERS, JOHN VICKERS, JIM MURRAY and CONNIE MURRAY (plaintiffs)
VS. H. THEODORE ELDEN JR.

REQUEST FOR BILL/ PRESENTMENT – TENDER OF WRITTEN , PROMISE TO PAY
Notice to Principal is Notice to Agent – Notice to Agent is Notice to Principal

Dear Ms. Brenda Miller:

I am writing to thank you, as the fiduciary in handling the above matter, by accepting my previous letter as *my written promise to pay* since I did not receive from you a presentment/ Bill or other negotiable instrument as detailed in my previous letter sent to you via certified mail #7006 2150 0002 7232 2276, 11 Oct. 2011 – from USPS web site: Your item was delivered at 10:51 am on October 13, 2011 in WHEELING, WV 26003.

I must presume your non-response to that certified letter was your voluntary dishonor and tacit agreement, under necessity, to adjust, settle and close the account via discharge and setoff or otherwise for: HENRY THEODORE ELDEN, JR. and that you sent the above named plaintiffs the appropriate credit to satisfy the so-called monies due the above named plaintiffs through your office, hopefully rather that you or your principal usurping such funds and causing further injury to HENRY THEODORE ELDEN, JR.

As you will recall, I detailed in my previous letter points and authorities as to the monetary conditions within the United States and State of West Virginia. I appreciate that you are in full agreement with them. You would be kind to notify the Kanawha Co. Court you have defaulted and release / void the judgment against the named defendants: HENRY THEODORE ELDEN, JR. and ELDEN ASSOCIATES, INC. Again, I would like to thank you for helping me to resolve this matter since we are all insolent. Sincerely,

Errors and omissions consistent with intent. ALL RIGHTS RESERVED, including but not limited to: "... the people have all power.." **FURTHER AFFIANT SAITH NOT.**

Subscribed and sworn, without dishonor, without prejudice, without recourse, all rights reserved by my hand and mark as subscriber

Henry Theodore of Elden © family

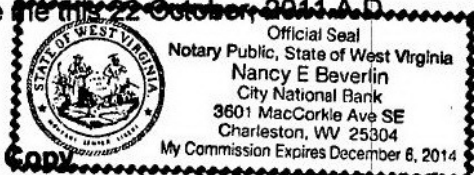


autograph: Henry Theodore of Elden © family –
Affiant, Principal, by Special Appearance, in Propria Persona, proceeding Sui Juris.
Secured Party Creditor, private man, Preserving all rights and liberties,
Authorized Representative and Attorney-In-Fact in behalf of HENRY THEODORE ELDEN, JR., Ens legis,
ACKNOWLEDGEMENT - Notary

The following Notary Public in and for WEST VIRGINIA,(state), witnessed the personally appearance and signature of the above-signator, Henry Theodore of Elden © family, the flesh and blood, living man, known to me to be the one whose name is autographed on this instrument by personal knowledge and or proved to me, and he has acknowledged to me that he has executed the same..

Printed Name: Nancy E Beverlin Subscribed to and sworn before me this 22 October, 2011 A.D.

Signed: Nancy E Beverlin
My Commission Expires: 12/6/14 Common Law Seal:



Daniel M. Stribling @ **DOCUMENT CUSTODIAN - Certified True Copy**
a West Virginia notary, certify that this is a true copy and or duplicate original of this document. I am custodian of this document.
Notary Public in and for WEST VIRGINIA,(state), Date: 22 October, 2011

Signed: Daniel M Stribling @ Common Law Seal
My Commission Expires: 25 August, 2015 April 23, 2017



CERTIFICATE OF SERVICE - Third Party Witness

I certify on this 3rd day of May, 2011, a true and exact copy of the aforesaid document was sent, __ by U.S. mail to **Respondent** named & address at beginning of this document.

Method of Delivery: __ Personal Service, __ Certified Mail, __ US First Class Mail,
__ other: carrier: Item # Date: 1 / 2011

Printed name: Robert Allison Signed Name Robert Allison Date oct 24 11
For your reference: Kanawha County Courthouse, Re: Judgments on Property, 409 Virginia Street, Charleston, West Virginia 25301

This document (and or related documents) may be recorded at:
__ Kanawha County Court, __ UCC Office of West Virginia

Respond to: Henry Theodore; of Elden © family, c/o Temporary post location, c/o 1331 MacCorkle Avenue, Charleston, Non-domesti, West Virginia [zip code exempt (DMM 122.32) near 25314]
and respond to: Daniel Mathew Stribling ©, c/o Post Office Box 1291. Saint Albans Non-domestic, West Virginia [zip code exempt (DMM 122.32) near 25177]

CHARLESTON MAIN PO
 Charleston, West Virginia
 253019998
 5514560701 -0096
 (800)275-8777 10:53:55 AM

Product Description	Sale Qty	Unit Price	Final Price
LAS VEGAS NV 89141 Zone-8 First-Class Parcel 2.20 oz.			\$1.71
Issue PVI:			\$1.71
ODEN MI 49764 Zone-4 First-Class Parcel 1.80 oz.			\$1.71
Issue PVI:			\$1.71
VIENNA VA 22181 Zone-3 First-Class Parcel 1.70 oz.			\$1.71
Issue PVI:			\$1.71
ALBURGH VT 05440 Zone-4 First-Class Parcel 1.80 oz.			\$1.71
Issue PVI:			\$1.71
WHEELING WV 26003 Zone-2 First-Class Letter 0.80 oz. Expected Delivery: Wed 10/26/11			\$0.44
Return Rcpt (Green Card)			\$2.30
Certified			\$2.85
Label #: 7006215000027232290			
Issue PVI:			\$5.59
(Forever) Lady Liberty/Flag Dble Side PSA Bklt	1	\$8.80	\$8.80
(Forever) Lady Liberty/Flag Dble Side PSA Bklt	1	\$8.80	\$8.80
Total:			\$30.03

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 Cash \$30.03

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Certified Fee		\$2.85
Return Receipt Fee (Endorsement Required)		\$2.30
Restricted Delivery Fee (Endorsement Required)		\$0.00
Total Postage & Fees	\$	\$5.59

Sent To: Miller, Wheeling
 Street, Apt. No., or PO Box No.: 101 E D.C.F.
 City, State, ZIP+4: WV 26003

PS Form 3800, August 2006 See Reverse for Instructions

Thank you for using Return Receipt Service.

I also wish to receive the following services (for an extra fee):

1. Addressee's Address
 2. Restricted Delivery
 Consult postmaster for fee.

4a. Article Number: 7006215000027232290
 4b. Service Type:
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery: 10-26-11
 8. Addressee's Address (Only if requested and fee is paid):

3. Article Addressed to:
First Judicial District Circuit Court, Clerk
Ms. Brenda Miller
Ohio County Courthouse
1500 Chapline Street, Room 403
Wheeling, West Virginia [26003]

5. Received By: (Print Name)
Ms. Gaila
 6. Signature (Addresser or Agent)
[Signature]

PS Form 3811, December 1994

Is your RETURN ADDRESS completed on the reverse side?

MISC 41 432

AFFIDAVIT
Notice to obtain true bill in commerce,
As governed by Uniform Commercial Code

MISC 41 445

State of West Virginia _____)
) Scilicet
County of Kanawha _____)

"Indeed, no more than (affidavits) is necessary to make the prima facie case." United States v. Kis, 658 F.2nd, 526, 536 (7th Cir. 1981); Cert Denied, 50 U.S. L.W. 2169; S. Ct. March 22, 1982

Date:

Respondent:

Mr. Russell Rollyson, Director
State Auditor- Land Division - Property Tax- Query
Capitol Complex- West Wing- Room 118
1900 Kanawha Boulevard East
Charleston, West Virginia 25305

And
Mr. Michael Rutherford, Sheriff
Kanawha County Sheriff's Tax Office
Property Tax - Query
409 Virginia Street East Room 120
Charleston, West Virginia 25301-2530

.....
Notice to agent is notice to principal. Notice to principal is notice to agent.

Affiant:

Henry Theodore Elden, a living man
c/o 1331 MacCorkle Avenue
Charleston, West Virginia [non domestic- outside of United States (federal corp. formed 1871)]
Act of 1871 - 41st Congress," Sect. 34, Ses. III, Chapt.. 61 & 62

Certified Mail # 7011 1570 0002 7073 8463 Sherriff, 7006 2150 0002 7232 2306 Auditor

Re: **Request for Bill/ Presentment – Tender of Written Promise to Pay –**
Delinquent tax owed to any variation of Elden name.

You may have listing(s) in Kanawha County, London District, 15th Ward. Property bordering Porter Road, off of Goddard or Ramu Roads, possibly this description: 1-23/100 Acres M/L R H Porters Branch 09-21037

Sheriff Rutherford & Director Rollyson: 28-Oct-11

I am responding to a notice naming HENRY THEODORE ELDEN, JR. (or any tax bill naming any variation of the name **Elden** in West Virginia) in regards to the above account matter as I have assumed the so-called debt.

I accept for value your coming forward as the fiduciary on this account/ matter, as a state and or county officer or employee.

Tell me of all listings for ELDEN – regarding property or Real Estate at or near **Porter Road**, off of **MacCorkle Avenue** near Frontier Phone Co., perhaps **Ramu Road**, or **Goddard Road**.

Please send me a true bill in commerce, according to or required by UCC Uniform Commercial Code *, noting what has been done or preformed for my benefit, the cost or charges, and any attendant other charges, like fees and or interest. Have it signed by an authorized officer of the organization performing the service, as defined and required by, accepted in West Virginia. Include proof of authority to sign such an invoice, and act of law (if any) that puts an obligation to pay or perform on a living man.

* UCC has been accepted in West Virginia.

Note if there is any reason that I cannot discharge any amount owing.

Please respond completely, truthfully, signed by authorized agent, accepting penalty of perjury for any false statement, notarized, and received within 10 days of mailing of this notice both by me and my third party notary whose address is at bottom of this document.

Note affiant's current temporary mailing address at bottom of this letter.

As you are aware of the economic and financial situation and conditions within the states, our Country and otherwise as initiated by U.S. Bankruptcy (March 9, 1933) affecting *all of us* up to the present, of the current recession, and the recent disclosure that U.S., Inc. has reached its debt limit and cannot borrow any *money* (debt dollars?) after August 2, 2011. This economic and 'money' situation has placed not only the states in similar financial condition, at or near bankruptcy, but the people as well, at the local level, living and working within a debt-based society.

Are you aware, the U.S. government is over 14 Trillion dollars in debt ! I don't know what the financial condition of the State of West Virginia is in, but I presume it is as bad.

For your edification: The United States went "Bankrupt" in 1933 and was declared so by President Roosevelt by Executive Orders 6073, 6102, 6111 and by Executive Order 6260 on March 9, 1933 (See:

Senate Report 93-549, pgs. 187 & 594), under the "Trading with the Enemy Act" (Sixty-Fifth Congress, Sess. I, Chs. 105, 106, October 6, 1917), and as codified at 12 U.S.C.A. 95a. On May 23, 1933, Congressman, Louis T. McFadden, brought formal charges against the Board of Governors of the Federal Reserve Bank system, the Comptroller of the Currency and the Secretary of the United States Treasury for criminal acts. (Memorandum of U.S. Bankruptcy and monetary situation affecting American people - February 21, 1992 - by John Nelson, formerly:
- Phoenix mayor, - Ariz. House of Representatives member
In US Congressional Record, Mar. 17, 1993 Vol. 33, page H-1303,
James Traficant, Jr. US Rep of Ohio. addressed this bankruptcy.

These conditions, as well as the recession, has and continues to make it more difficult for many millions of people to work, keep businesses open, hire employees and otherwise survive month to month due to these economic conditions.
Are you aware of the following:

"In the United States neither paper currency nor deposits have value as commodities. Intrinsically, a dollar bill is just a piece of paper, deposits merely book entries..." - from: Modern Money Mechanics - Federal Reserve Bank of Chicago - page 3 - Revised 6-1992,

...and the IRS says: Federal Reserve Notes are valueless. (See IRS Codes Section 1.1001-1 (4657) C.C.H.)

31 U.S.C. Section 5118 (d) (2) provided for many years that a requirement of repayment of debt in a particular kind of coin or currency could be made by legal tender. As of October 27, 1977 **legal tender for discharge of debt is no longer required.** That is because legal tender is not in circulation at par with the promises to pay credit. Negotiable instruments Guaranty Trust Co. of New York v. Henwood, 307 U.S. 847 (1939) holds that 31 U.S.C. 5118 was enacted to remedy the specific evil of tying debt to any particular currency or requiring payment in a greater number of dollars than promised. Since October 27, 1977, there can be no requirement of repayment in legal tender either, since legal tender was not loaned and repayment need only be made in equivalent kind: A negotiable instrument representing credit.

However, due to the U.S. Bankruptcy, does not the State of West Virginia participate within the 'Declared National Emergency' of 1933, signed on to the 'emergency' possibly sometime in March or April of 1933, and or through it's association with the United States corporation (founded in or about 1871) thru the Buck Act ?

As such- government is responsible for debts of people and Congress offers us this benefit:

Debt money, created by the federal U.S., Inc., can be spent all over the continental United States, it will be legal tender for all debts, public and private, and the limited liability is that you cannot be sued for not paying your debts.

So they have said, "We're going to help you out, and you can just discharge your debts instead of paying your debts (at law)."

Are you aware of the fact that certain conditions followed by the act of Bankruptcy, due to not only the gold being removed from backing our nation's money (and as a result, we are insolvent. (UCC 1-201 (23)), with the insertion of 'federal reserve notes' (bankruptcy script) to replace U.S. Notes, to circulate as money (violation of United States Constitution Article 1, Sec. 8: The Congress shall have Power: To coin Money, regulate the Value thereof, and of foreign Coin, and fix the Standard of Weights and Measures;

and following, was the adoption of the Uniform Commercial Code by the States in and around 1964.

In the State of West Virginia, the UCC was adopted and took effect on 1 July 1975, or before. WEST VIRGINIA CODE, CHAPTER 46. UNIFORM COMMERCIAL CODE.

WV Code was updated with legislation passed through the 2010 2nd Special Session
Regardless, it has been said that the (National) UCC is the 'Federal Common Law' today!

But first, understand:

"The referenced Official Comment notes that the definition of money is not limited to legal tender under the U.C.C. The narrow view that money is limited to legal tender is rejected." -- Walker F. Todd, Attorney and legal officer for the legal departments of the Federal Reserve Banks of New York and Cleveland, Ret. (See: *Legal tender under the Uniform Commercial Code (U.C.C.)*, Section 1-201 (24))

West Virginia Code:

§46-3-601. Discharge and effect of discharge.

(a) The obligation of a party to pay the instrument is discharged as stated in this article or by an act or agreement with the party which would discharge an obligation to pay money under a simple contract.

§46-3-603. Tender of payment. (a) If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument, the effect of tender is governed by principles of law applicable to tender of payment under a simple contract.

(b) If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument and the tender is refused, there is discharge, to the extent of the amount of the tender, of the obligation of an indorser or accommodation party having a right of recourse with respect to the obligation to which the tender relates.

IN CONCLUSION; we all live and operate under a state of National Emergency, due to a Declaration of Bankruptcy and the Federal government is in debt in excess of 14 Trillion so-called dollars and the States of the Union (mere 'federal units' - Dyett v Turner, Warden, Utah State, 439 P 2nd 266 @ 267) are similar situation, with most all states in violation of Article I, Section X of the U.S. Constitution. With the advent of the adoption of UCC, the definition of money is something other 'legal tender notes', as they have no value, and per the UCC, and an *offer in writing to pay* is *equivalent to the actual tender of the money*, and per 31 U.S.C. 5118, enacted to remedy the specific evil of tying debt to any particular currency... because we have 'no lawful constitutional money of exchange that circulates within the states in which the people can 'pay debts at law' and remedy is: government is responsible for the debts of the people !

THEREFORE; though I accepted your fiduciary capacity, under necessity, I formally appoint you as my fiduciary in the above account/ matter and to resolve this matter, done of these:

- 1) Send me a check or other negotiable instrument I can endorse and return to your for adjustment, settlement and closure, or:
- 2) Send me a Bill/ Presentment for HENRY THEODORE ELDEN, JR. so I can tender a *credit payment* via acceptance of your Presentment, or:
- 3) Consider this letter/ communication as my offer in writing to pay (discharge) the debt in private credit to allow you to do a Set-off on the account.

Note these references:

Constitution of West Virginia, 1862

ARTICLE I. - THE STATE.

1. The State of West Virginia shall be and remain one of the United States of America. The Constitution of the United States, and the laws and treaties made in pursuance thereof, shall be the supreme law of the land.

ARTICLE XI. - MISCELLANEOUS.

5. ... No company or association, authorized by this section, shall issue bills to circulate as money.

The new constitution was approved in a unanimous vote by the delegates on February 18, 1862. It was then submitted to the voters of West Virginia, who, on April 3, overwhelming approved the constitution, 18,862 to 514.

Current West Virginia Constitution, today - 1-1. Relations to the government of the United States.

The state of West Virginia is, and shall remain, one of the United States of America. The constitution of the United States of America, and the laws and treaties made in pursuance thereof, shall be the supreme law of the land.

http://en.wikisource.org/wiki/Page:United_States_Statutes_at_Large_Volume_76A.djvu/206

911. Extinction by offer- An obligation is extinguished by an offer of performance, ...

Also, take note of the nature of UCC 3-603(b):

"If tender of payment of an obligation to pay an instrument is made... and the tender is refused, there is discharge, to the extent of the amount of the tender... with respect to the obligation to which the tender relates."

According to the laws, statutes, codes, and regulations, the alleged debt, on your default, is considered discharged in full.

I am looking forward to the resolution of this matter. I await your reply with either a check or an instrument, or a Bill/ Presentment in regards to the debt, within ten days of this mailing

(respond in time frame as per Truth in Lending Act (TILA), Title I – (respondent) ... may exercise the right to rescind until midnight of the third business day following consummation of the transaction)

or I will presume this letter in writing is my offer to pay/ discharge and if not accepted, the debt is discharged through you, your office and state treasury for HENRY THEODORE ELDEN, JR. Otherwise number 1 & 2 above would be better, but I will let you make that decision.

Send complete response to:

Henry Theodore; of Elden © family, c/o Temporary post location:
c/o 1331 MacCorkle Avenue, Charleston, Non-domestic,
West Virginia, [zip code exempt (DMM 122.32) near 25314]

and to third party witness,
Daniel Mathew Stribling ©, Post Office 1291, Saint Albans
[non domestic], West Virginia [zip exempt – near 25177]

Re: Req Property Tax Invoice 28 Oct 2011

In address, use of 2 letter state abbreviations and or use of zip codes, designates a federal zone. Such address is disallowed and will be rejected. Permission to use copyrighted names is allowed for response to this letter within it's time frame only.

Honor / Dishonor: Failure to respond puts respondent in dishonor, and defaults to the favor or stated conclusions of the affiant.

Numerous laws, legislative acts, definitions from Black's Law dictionary and other law dictionaries are background for this affidavit. Some conditions are on affiant's public documents, recorded at Kanawha County Courthouse, and or other places.

If you intend to make complete response and you need more time, so request reasonably in writing.

I attest this now to be true, complete, to the best of my research, knowledge and belief, and not intending to deceive. Omissions (if any) consistent with intent.

All rights reserved, including but not limited to: "... the people have all power.."

Sincerely,

FURTHER AFFIANT SAITH NOT.

Subscribed and sworn, without dishonor, without prejudice, without recourse, all rights reserved by: my hand and mark as subscriber autograph:

Henry Theodore of Elden © family - Affiant, Principal, by Special Appearance, in Propria Persona, proceeding Sui Juris. 3c USA Secured Party Creditor, private man, Preserving all rights and liberties, Authorized Representative and Attorney-in-Fact in behalf of HENRY THEODORE ELDEN, JR., Ens legis,

Henry Theodore of Elden

ACKNOWLEDGEMENT - Notary

The following Notary Public in and for WEST VIRGINIA,(state), witnessed the personally appearance and signature of the above-signator, Henry Theodore of Elden © family, the flesh and blood, living man, known to me to be the one whose name is autographed on this instrument by personal knowledge and or proved to me, and he has acknowledged to me that he has executed the same..

Printed Name: Justin E MEEK Subscribed to and sworn before me this 28th day of October, 2011 A.D.

Signed: *Justin E MEEK*
My Commission Expires: 10/28/21 Common Law Seal:

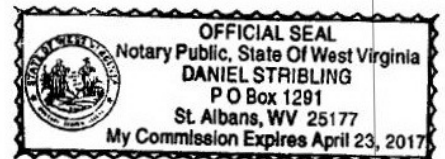


DOCUMENT CUSTODIAN - Certified True

I, Daniel Mathew Stribling ©, a West Virginia notary, certify that this is: the original document a certified copy of original. I am custodian of this document.

Notary Public in and for WEST VIRGINIA,(state), Date: 28 October, 2011

Signed: *Daniel M Stribling* Common Law Seal
My Commission Expires: 23 April, 2017



CERTIFICATE OF SERVICE - Third Party Witness

I certify on this 28th day of October, 2011, a true and exact copy of the aforesaid document was sent, _ by U.S. mail to Respondent(S) named & address at beginning of this document.

Name: Marty Major, / Signed: *Marty Major*
Delivery Method: Certified Mail US First Class Mail,
.. other: carrier .. or .. Personal Service:

Item #

This document (and or related documents) may be recorded at:
.. Kanawha County Court,
.. UCC Office of West Virginia Secretary of State,
.. United States Department of State, Authentication Department

Sequence of process.

Conditional Acceptance for Value:
 Administrative Remedy, Proof of Claim

Truth in Lending Act TILA respond within 3 days of receipt, Respond to affiant & to 3rd party or notary. (private & public) Notice of Default and Opportunity to Cure and Contest Final Notice of Default and Res Judicata, case where there was a final judgment and is no longer subject to appeal. Affidavit (or Certificate, if Notary) of Non-Response Administrative Judgment

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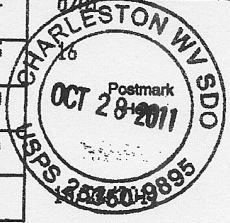
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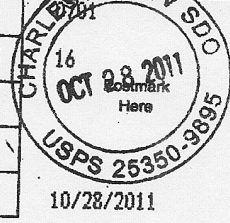
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