**Lawful Address Legal Address – Repatriated – \_\_\_/\_\_\_/\_\_** : Jane or John: Doe© Jane or John Doe - **Retired State Administrator** c/o 123 Main Street Municipal / Territorial Franchise - **Repatriated**  Any County, Any State 123 Main Street  ***Latitude***: \_\_\_\_\_\_\_\_\_\_\_*;* Any City, Any Judicial District 01010 ***Longitude***: \_\_\_\_\_\_\_\_\_\_\_*– Above Sea Level* West Orange, NJ 07052

*Note: The use of the ZIP Code is voluntary pursuant to Domestic Mail Services Regulations, Sect. 122.32. The Postal service cannot discriminate against the non-use of the ZIP Code pursuant to "Postal Reorganization Act", Section 403, Public Law 91-375.*

Date:

COVER LETTER

To: All U.S. Attorneys; Regional states United States attorneys; Successors and or Assigns:

**THIS IS TO ADVISE YOU THAT YOUR NAME HAS BEEN ADDED TO A DEMAND FOR INQUEST AND AUDIT TO THE U.S. CONGRESS**.

**Note:** A General Security Agreement or GSA is a voluntary or consensual lien which may cover a broad range of assets except real property, i.e., land, buildings, etc..

Despite any presumptions and or allegations to the contrary, petitions and or claims that are “posted” by any officer and or employee of the USPS, to the general public, and which references their fictitious paper-addresses, falls into the category of; “**No case for the defendant to answer; and or no case to answer**”.

TAKE NOTICE: Coterminous or conterminous means sharing a common boundary, bordering or contiguous. For example, the northern border of the United States is conterminous with the southern border of Canada. It also means enclosed within a common boundary, e.g.,the coterminous U.S. states are coterminous with the union of States. In the United States, when the boundaries of a township are coterminous with the boundaries of a city, borough or village, the township ceases to exist as a separate government.

The **contiguous United States**, officially the **conterminous United States** consists of the 48 adjoining U.S. states and the Federal District of the United States of America. The term excludes the only two non-contiguous states, Alaska and Hawaii. The related but distinct term **continental United States** includes Alaska, which is also on the continent of North America but separated from the 48 states by British Columbia and Yukon of Canada; however, it excludes the Hawaiian Islands and all Territories of the United States in the Caribbean and the Pacific.

In the United States, because the boundaries of a township are coterminous with the boundaries of a city or village, the area administratively falls under the control of the United States government, and it becomes the fiduciary responsibility of the local Sheriffs and their lawfully authorized deputies to protect and defend the borders between the contiguous / coterminous jurisdictions and protect the living men and women, along with their assets; from being subjected to the intentional torts being perpetrated by licensed United States diplomatic officers and or employees.

**The United States of America**

The United States of America (U.S.A. or USA), commonly known as the United States (U.S. or US) or simply America, is a country primarily located in North America. It consists of 50 states, a federal district, five major unincorporated territories, nine Minor Outlying Islands, and as of 19 February 2020, there are approximately 574 Indian tribes, 231 of which are located in Alaska, and 326 reservations, i.e., native American lands legally recognized by the Bureau of Indian Affairs (BIA) of the United States. However, b**e aware the United States government does not have the authority to unilaterally assume legal title over Native-American lands, including via any form of conscription, transfer or assignment, termed registration.**

The US Congress is the **legislature** (legislative body) of the federal government of the United States. In the United States, the Native American tribe is a fundamental unit, and the United States Constitution of Interdependence grants **US Congress** (legislature) the right to **interact** with (not govern) the tribes. Why? - It cannot grant an authority it does not itself possess.

The referenced documents contain elements of defalcation of private assets by your authorized delegates, as well as the embezzlement and rampant theft from tribal organizations. It is the sole responsibility of the U.S. Attorney General via his or her delegates, to prosecute on behalf of and or to defend the national security and or national interest of the Government of the United States or United States Government. However, one must remain cognizant of the fact that one cannot grant an authority that one does not possess.

In the United States, all courts are privately owned trading companies and UNITED STATES DISTRICT COURTS arearticle one legislative tribunals. **They're not judicial courts.** They're all owned by the U.S. Attorney's executive offices out of Washington DC, United States, which is a privately owned corporation. ALL banks are (were) registered with the United States Postmaster General (USPMG) who holds (held) ALL bank charters. The banks have a depository agreement, a security agreement and an escrow agreement, and the involved land banks are registered with for example, the Federal Reserve bank of New York city.

A U.S. state is a centralized political organization that imposes and enforces rules over its citizen population within a specific territory, and the regional state of \_\_\_\_\_, do not hold any usufruct authority, perpetual or otherwise to license out the tradename and or copyright of John or Jane Doe, et alia, to any of its network service providers.

Enclosures:

United States Department of State Touhy Regulations Notice

U.S. SEC PUBLIC ALERT

IRS 8822 Form with Certified Mailing Receipt

 General Security Agreement (GSA) is a Private Agreement

– “not the same as” –

 General Service Administration (GSA) is an United States government agency

Notice of Intentional Tort & Notice of Plea in Abatement /Nul tiel corporation 28 U.S. Code Chapter 173 – ATTACHMENT IN POSTAL SUITS *Pub. L. 86–682, § 9, Sept. 2, 1960, 74 Stat. 707*

***qui facit per alium, facit per se***“*he who acts through another, acts personally*”

**CUSIP #:** \*123456789\*

**Re: Receipt - Index / Docket / Case #:** \_\_\_\_\_\_

**To All U.S. Attorneys and United States attorneys; Successors and or Assigns:**

**Dear Sirs / Mesdames:**

BE COGNIZANT, this Notice of Intentional Tort is being sent to all U.S. Attorneys and United States Attorneys; Successors and or Assigns, as the chief law enforcement officials for the United States government, pursuant to Title 28, Section 547 of the United States Code, which states that U.S. Attorneys have three statutory or consensual responsibilities:

1. the prosecution of criminal cases brought by the Federal Government;
2. the prosecution and defense of civil cases in which the United States is a party; and
3. **the collection of debts owed by the Federal Government which are administratively uncollectible.**

TAKE NOTICE, the U.S. Attorney in his or her administrative capacity lack ANY authority to delegate administratively uncollectible debts owed by the Federal Government to be sold as “junk / municipal bonds”, to the general public, via any presumed secured transaction or General Security Agreement (GSA) for investment purposes. This is *prima facie* evidence of among other things, tax fraud, bank fraud, insurance fraud and in many instances probate fraud.

TAKE FURTHER NOTICE, this elaborate scheme to defraud the general public that is being aided and abetted by the **Recorders of Deed** who transfers and or assigns the personal and or real property of the American people, i.e., New Yorkers, New Jerseyans, Californians, Georgians, North Carolinians, South Carolinians, etc., to finance or underwrite these worthless municipal bond investments is unlawful.

In the case of real property (land) this is being facilitated via registration with national Land Banking Associations, that are administered by local land banking commissions and commissioners, and in the case of automobiles via the Department of Motor Vehicle registry. It is after all why it is deemed mandatory to “register” our private automobiles.

The bottom line is that a General Security Agreement (GSA) is a Private Agreement. It is NOT the same as, the General Service Administration (GSA), an agency of the Government of the United States.

Note: Title 40 of the United States Code at Pub. L. 107–217, Aug. 21, 2002, 116 Stat. 1086.

* The “Federal Property and Administrative Services Act”; 40 U.S.C. § 543: Method of Disposition - Authorizes General Service Administration (GSA) to dispose of surplus property by sale, lease, permit, exchange, or transfer and pursuant to the public records; “Form: GSA1743 – General Terms of Lease, i.e., Government Real and Related Personal Property – **Current Revision Date: Obsolete”**.

Additionally, pursuant to 28 U.S. Code Chapter 173 § 2713; trial of ownership of property; not later than twenty days before the return day of a warrant (of Attorney) issued under 28 U.S. Code § 2712, which states that;

Upon an order of a judge of a court, or, in his absence and upon **the clerk’s own initiative**, the clerk shall issue a warrant (of attorney) for the attachment of the property belonging to the person specified in the affidavit. The marshal shall execute the warrant (of attorney) forthwith and take the property attached, **if personal (**but not real), in his custody, subject to the interlocutory or final orders of the court.

In the United States, a “**person**” is defined as a “foreign state” and owner of a vessel, and an “**individual**” is defined as an artificial “federally-chartered entity”, meaning a federal but not state chartered corporation or partnership or trust.  Such an entity is a citizen of **the** **United States** because it has a physical presence in the District of Columbia to be subject to the exclusive legislative or territorial jurisdiction of the United States under Article 1, Section 8, Clause 17 of the U.S. Constitution. This is accomplished by claiming that we are residents in one of the approximately 326 reservations, as annotated above. **Compulsory “citizenship” does not exist**.

**Nul tiel Corporation**

**Nul tiel corporation, is a Special Plea which is necessary to question the Corporate Capacity of the plaintiff. See: 10 Cyc. 1355; Inhabitants of Orono v. Wedgewood, 44 Me. 49, 69 Am.Dec. 81 (1857); Keokuk & Hamilton Bridge Co. v. Wetzel, 228 Ill. 253, 81 N.E. 864 (1907); which held that a Plea denying that the plaintiff is a corporation is a Plea in Bar, but a Plea denying that the defendant is a corporation is a Plea in Abatement. See Koffler/Reppy, Common Law Pleading, 423 n. 67 (West, 1969).**

**Nul tiel corporation, is the form of a plea denying the existence of an alleged corporation. Under the common law practice, a plea of “nul tiel corporation” was a simple negation or a denial of capacity in which the plaintiff sued and was not an averment of an affirmative fact. See New York Bond & Mortgage Co. v. McWilliams, 253 Ill.App. 404.**

**Nul tiel corporation, is a plea that plaintiff corporation is not a corporation either de jure or de facto, and consequently not entitled to sue. It is not a plea of ultra vires, which assumes an incorporation either de jure or de facto and a misuse of or departure from a franchise but is a plea of “nul tiel corporation.” See Rialto Co. v. Miner, 166 S.W. 629, 632, 183 Mo.App. 119.**

**N**OTE: PRO SE, et al.*:* He says nothing [*Pro Se*].  The name of the judgment which may be taken as of course against a defendant who omits to plead or answer the plaintiff’s declaration or complaint within the time limited.  In some jurisdictions it is otherwise known as judgment “for want of a plea”.…. Black’s Law Dictionary, Sixth Edition, page 1045 Nihil Dicit.**As is the case with a civilly dead entity, such as, a US citizen or citizen of the United States.**

**U.S. Housing and Urban Development (HUD)** [**Section 184 Indian Home Loan Guarantee Program**](https://www.hud.gov/program_offices/public_indian_housing/ih/homeownership/184)

This revenue stream has now been discontinued, along with U.S. Housing and Urban Development (HUD) [Section 184 Indian Home Loan Guarantee Program](https://www.hud.gov/program_offices/public_indian_housing/ih/homeownership/184) and its approved lenders.

Under the Section 184 Program, loans were made and serviced **only** by eligible qualified lenders, that is:

1. Lenders who are approved by the Federal Housing Administration, U.S. Department of Housing and Urban Development, for participation in the single-family statutory or consensual mortgage and deed of trust insurance program under Title II of the National Housing Act.
2. Lenders authorized by the US Department of Veterans Affairs to originate automatically guaranteed housing loans under Section 1802(d), Chapter 37, Title 38, of the US Code.
3. Lenders approved by the US Department of Agriculture to make loans for single family housing under the Housing Act of 1949.
4. Lenders who are supervised, approved, regulated, or insured by any agency of the Federal government.

Lenders are mandated to comply with their supervisory agency’s requirements concerning net worth, staffing, geographic authorities and industry relationships, such as FHA’s Sponsor/Loan Correspondent agreements. A lender meeting any of the above criteria must submit the Application for Section 184 Lender Approval to:

**U.S. Department of Housing and Urban Development**
Office of Native American Programs
Attn: 184 Lender Approval
451 7th Street, SW, Room 5143
Washington, DC 20410 Attn: Jeffery Glass, Deputy Director at Jeffery.B.Glass@hud.gov or (202) 402-2355

General Service Administration (GSA) is an executive agency designated or authorized by the Administrator of General Services to **dispose** of surplus property by sale, exchange, lease, permit, or transfer, for cash, credit, or other property, with or without warranty, on terms and conditions that the Administrator considers proper. The agency may execute documents to transfer title or other interest in the property and may take other action it considers necessary or proper to dispose of the property under this chapter.

A General Security Agreement or GSA is a voluntary or consensual lien which **may cover a broad range of assets except real property**, i.e., land, buildings, etc., as rules and laws are often unique for; (1) statutory or consensual mortgages; (2) statutory or consensual deeds of trusts; (3) transfers or (4) assignments from and into Land Banking Trusts.

This Notice of Intentional Tort is being sent to all U.S. Attorneys and United States Attorneys; Successors and or Assigns, as the chief law enforcement officials for the United States government, pursuant to Title 28, Section 547 of the United States Code, which states that U.S. Attorneys have three statutory or consensual responsibilities:

1. the prosecution of criminal cases brought by the Federal Government;
2. the prosecution and defense of civil cases in which the United States is a party; and
3. **the collection of debts owed by the Federal Government which are administratively uncollectible.**

ADDITIONALLY, pursuant to 28 U.S. Code Chapter 173 § 2713; trial of ownership of property; not later than twenty days before the return day of a warrant (of Attorney) issued under 28 U.S. Code § 2712, which states that;

Upon an order of a judge of a court, or, in his absence and upon **the clerk’s own initiative**, the clerk shall issue a warrant (of attorney) for the attachment of the property belonging to the person specified in the affidavit. The marshal shall execute the warrant (of attorney) forthwith and take the property attached, **if personal (**but not real), in his custody, subject to the interlocutory or final orders of the court.

In the United States, a “**person**” is defined as a “foreign state” and owner of a vessel, and an “**individual**” is defined as an artificial “federally-chartered entity”, meaning a federal but not state chartered corporation or partnership or trust.  Such an entity is a citizen of **the** **United States** because it has a physical presence in the District of Columbia to be subject to the exclusive legislative or territorial jurisdiction of the United States under Article 1, Section 8, Clause 17 of the U.S. Constitution. **Compulsory “citizenship” does not exist**.

**Real Estate**

It is now understood that in terms of law, “**Real**” is in relation to land property and is different from personal property while “**Estate**” means the “**interest**” a person has in that land property. With our/my retirement as unintended Administrators for the local municipality, neither party hold any **interest** in our/my landed Estates and the County Clerk was never authorized to transfer or assign our/my assets to the Register for the local Municipality to underwrite their bonding requirements. See enclosed IRS Form 8822 and Certified Mailing Receipt.

In the United States, the **transfer**, assignment, owning, or **acquisition** of real estate or security investments, can be through business corporations, individuals (county registers), nonprofit corporations, fiduciaries (county clerks), or any legal entity as seen within the law of each U.S. state. We do not consent.

Take notice that a transfer and or assignment is usually executed via a type of sheriff or referee deed, termed a quitclaim deed. A so-called [*quitclaim deed*](https://en.wikipedia.org/wiki/Quitclaim_deed) is, in most jurisdictions, actually not a deed at all—**it is actually an estoppel disclaiming rights of the person signing it to property.**

**U.S. Attorney v. United States attorney**

The public records states that each U.S. attorney serves as the United States’ chief federal criminal prosecutor in their judicial district and represents the U.S. federal government in civil litigation in federal and state court within their geographic jurisdiction. It further states that U.S. Attorneys hold ultimate responsibility for securing the security interests of the United States government.

Note: **Usually the transfer of ownership of real estate is registered at a cadastre in the United Kingdom. In most parts of the United States, deeds must be submitted to the recorder of deeds, who acts as a cadastre, to be registered. An unrecorded deed may be valid proof of ownership between the parties, but may have no effect upon third-party claims until disclosed or recorded. A local statute may prescribe a period beyond which unrecorded deeds become void as to third parties, at least as to intervening acts.**

**A “Wild Deed” with Certificate of Acknowledgment**

A deed that is outside the chain of title, that is, which is not registered within the local county’s torrens system is called a wild deed. It is a deed that is recorded, but is not connected to the chain of title of the property, is called a **wild deed**. A wild deed does not provide constructive notice to later purchasers of the property, because subsequent bona fide purchasers cannot reasonably be expected to locate the deed while investigating the chain of title to the property. Haupt has stated that: Because title searching relies on the grantor/grantee indexes, it’s possible that a deed won’t be discovered even though it was recorded. See attached Certificate of Acknowledgment.

**Torrens Title**

Torrens title is a land registration and land transfer system, in which a U.S. state for example, creates and maintains a register of land holdings, which serves as the conclusive evidence or incontrovertible evidence,  termed indefeasibility; inalienability, divinity or indubitability of title of the person recorded on the register as the proprietor (owner), and of all other interests recorded on the register.

Ownership of land is transferred by registration of a transfer of title, instead of by the use of deeds. In the United States Deeds are used as an alternative for bankruptcy.

The Registrar provides a Certificate of Title to the new proprietor, which is merely a copy of the related folio of the register. The main benefit of the system is to enhance certainty of title to land and to simplify dealings involving land. The Torrens system is used in the U.S. territory of Guam. States with a limited implementation include Minnesota, Virginia, Ohio, Massachusetts, Colorado, Georgia, Hawaii, New York, North Carolina, and Washington.

The state of Illinois was the first state to adopt a Torrens Title Act, which used a limited Torrens system in Cook County after the Great Chicago Fire, but the system was allowed to expire on January 1, 1992, after it was found to be unpopular with lenders and other institutions.

California adopted the Torrens System in 1914 pursuant to an initiative statute. Although participation in the system was voluntary, once an owner had registered his land, he could not withdraw from the system. The Torrens System, as adopted in California, did not protect buyers from defects caused by federal tax liens, federal bankruptcy proceedings, or from incompetency, divorce, or probate proceedings affecting the seller. Since the system had been adopted by initiative, the legislature had no authority to correct those deficiencies. By an initiative adopted in 1954, the legislature was given authority to amend or repeal the system, and, in 1955, it was repealed.

Virginia enacted a Torrens system option. However, it never became popular and the Torrens Act was abolished in 2019. **Record title is now the only form of land title registration in Virginia.** Washington had voluntary Torrens registration until June 2022, at which time new registrations were discontinued. Existing registrations will be terminated on July 1, 2023.

BE AWARE, the “Shelter Rule” has no lawful force and effect. The **shelter rule** is a doctrine in the common law of property under which a grantee who has received an interest in property from a bona fide purchaser will also be protected as a bona fide purchaser, even if the grantee would not legally qualify for this status. The grantee is “sheltered” from other claims by the grantor’s status as an actual bona fide purchaser.

Whether, under the United States **Race statutes,** i.e., whoever records first wins; or **Notice statutes**, whereby a subsequent purchaser for value wins if, at the time of conveyance, that subsequent purchaser had no actual or constructive notice of the prior conveyance. In short, a subsequent bona fide purchaser wins, and **equity will not suffer a statute to be used as a cloak for fraud.**

“When a state officer acts under a state law in a manner violative of the Federal Constitution, he comes into conflict with the superior authority of that Constitution, and he is in that case stripped of his official or representative character and is subjected in his person to the consequences of his individual conduct. The State has no power to impart to him any immunity from responsibility to the supreme authority of the United States.”; Warnock v Pecos County, Texas, 116 F. 3d 776 – No.96-50869 Summary Calendar. July 3, 1997.

All federal franchises are subject to *res judicata*, i.e., bankruptcy stay protection and as all are herein being reminded, an action cannot be brought against an entity that is under bankruptcy protection, i.e., one that is “civilly dead” and immune from all civil processes, nor one that is operating under a “civil disability”; in short, one whose due process rights have been legislated away; nor can anyone compel payment of a debt from such entity.

Whereby the party whose property is attached pursuant to 28 U.S. Code Chapter 173: ATTACHMENT IN POSTAL SUITS, on notice to the U.S. Attorney, may file a plea in abatement, denying the allegations of the affidavit, or denying ownership in the defendant, whereinthe defendant is the creation of the Government of the United States and or the United States government; of the property attached.

The court, that is, the judge; jurist or adjudicator upon application of either party, shall order a trial by jury of the issues, usually termed an “Inquest”. If the parties, **by consent**, waive a trial by jury, the court (the judge) shall decide the issues. A party claiming ownership of the property attached and seeking its return is limited to the remedy afforded by this section, but his right to **an action of trespass**, or other action for damages, is not impaired. Ido not consent to waive my right to a lawful trial by jury.

***Ignorantia juris non excusat:*** *ignorance of or mistake about the law is no defense.*

**An Eviction is a Constructive Taking**

An eviction is the remedy sought by NAME OF CORPORATION -against- NAME OF DEFENDANT, et al., however, an “Eviction” is a “Constructive Taking”. It is merely a phrase used in the law to characterize an act not amounting to an actual appropriation of chattels, but which shows an intention to convert them to his use, as if a person entrusted with the possession of goods deals with them contrary to the orders of the owner.Blacks Law Dictionary Sixth Edition (page 314).

The fact that this undertaking is being executed with full “knowledge” as to its illegality and unlawfulness is prima facie evidence that it is being perpetrated with malice a forethought, thus rendering it an intentional tort. After all, if one by exercise of reasonable care would have known a fact, (s)he is deemed to have had constructive knowledge of such fact; that is, matters of public record, such as the duly executed deed or receipt, that is recorded and or acknowledged in the land records of the local county clerk’s office. Attoe v. State Farm Mutual Auto. Ins. Co., 36 Wis.2d 539, 153 N.W.2d 575, 579.

Let this serve also as a public demand for all accounting documents that were submitted to the “court”, to initiate the above civil cause of action. **Where is the Bid Bond for this claim? What is the CUSIP number**?

A BID BOND is a Bond that was suppose to be completed prior to the arraignment, anticipating should the defendant / principal or accused not close, settle, pay or discharge the claim, he thereby, defaults or dishonors the courts charges offered for acceptance. The BID BOND, PERFORMANCE BOND and PAYMENT BOND is then sold to the U.S. District Court where these bonds are bought and traded by Insurance Companies, which is usually to Dunn and Bradstreet and then sold on the open Bond market.

These BONDS are assigned a **CUSIP number**, which I’m sure the court clerk has already assigned to this case. By such transactions, the Bond becomes the primary or collateral source of the private copyright and thereby, a for profit economy and source of funding for the private retirement accounts of all statute merchant judges / commissioners of these private for profit statutory / mercantile prize courts. Subpoenas will be filed with appropriate agencies if the requested documents are not produced.

In commerce the public record, such as the information annotated in the local registry determines the facts of the case, whereas presumption establishes a fact not in evidence. Presumption is not evidence AND courts of the United States must convene under the “arising under” clause or the admiralty and maritime clause; they are prohibited from exercising hybrid, mixed or unified jurisdictions. Additionally, all U.S. State courts are actually lower district federal courts as the Session law creating the Superior Court’s of Washington clearly states in both the Senate and House Bills.

New York and California do not use the Federal Law Model (FRCP). They unified, united, mixed and or co-mingled their trial court systems into one “united state”. Both follow the “**Model Law on Cross Border Insolvency**” in the form of legal “Rules and Regulations”, wherein all actions could now for the first time be initiated in a single Supreme (High) Court, and “subject to such special assignments of business as mentioned” could be tried in any of its divisions.

This co-mingling, along with the unification of the trial court system, is presenting a clear and present danger to the general public. Further, in the United States all courts are privately owned trading companies and UNITED STATES DISTRICT COURTS arearticle one legislative tribunals. **They’re not judicial courts.** They’re all owned by the U.S. Attorney’s executive offices out of Washington DC, United States, which is a privately owned corporation and ALL banks are registered with the United States Postmaster General (USPMG) who holds ALL bank charters. The banks have a depository agreement, a security agreement and an escrow agreement, and the involved banks including the land banks are registered with a Federal Reserve bank.

Circa 1933 all US courts began administering pursuant to martial law during which time-frame, all United States courts operated in two jurisdictions, i.e., “**Exclusive and Concurrent**”. This military occupation of our courts of law ended November 2, 1999, when the courts were all converted into embassies, consulates, chanceries and or foreign missions.

Until recently, these foreign establishments operated via a “hodge-podge” (jumble) of private rules and regulations, that were riddled with semantic deceits and legal obfuscations, in particular via the “Catch-22” embedded in 22 New York City Rules and Regulations (N.Y.C.R.R.) Part 1250. They have now “zoomed” and are operating in the jurisdiction of the air. Copy of NEW YORK STATE UNIFIED COURT STRUCTURE SYSTEM enclosed.

Pursuant to the Eleventh Amendment; “The judicial Power shall extend to all Cases, in Law and Equity, arising under this Constitution, the Laws of the United States, and Treaties made, or which shall be made, under their Authority; **to all Cases affecting Ambassadors, other public ministers and Consuls**; to all Cases of admiralty and maritime Jurisdiction; to Controversies to which the United States shall be a Party; to Controversies between two or more States;–between a State and Citizens of another State;–between Citizens of different States; **between Citizens of the same State claiming Lands under Grants of different States,** and between a State, or the Citizens thereof, and foreign States, Citizens or Subjects.”

BE AWARE: Diplomatic Immunity is NOT Governmental Immunity and “Home Rule” and “Dillon’s Rule” are foreign law, applicable only in the limited United States territory, i.e., DC.

It is well understood that United States courts hear two (2) types of cases, i.e., contracts and torts. In short, the captioned proceeding must either be a TORT action or a COMMERCIAL CRIME. If it’s a TORT, then there must be an INJURED PARTY and no injured party has presented him or herself at this time, or if this is a COMMERCIAL CRIME, then the prosecution must produce the CONTRACT that I knowingly and with full disclosure of the facts, entered into. Such process must in fact, comply with the Clearfield Doctrine for compulsory production of the contract should a contract in fact exist.

“**Where rights as secured by the Constitution are involved, there can be no rule making or legislation which will abrogate them.” Miranda v. Ariz., 384 U.S. 436 at 491 (1966). Under Federal law, which is applicable to all states, the U.S. Supreme Court stated that if a court is “without authority, its judgments and orders are regarded as nullities. They are not voidable, but simply void; and form no bar to a recovery sought, even prior to a reversal in opposition to them. They constitute no justification; and all persons concerned in executing such judgments or sentences, are considered, in law, as trespassers**.” Elliot v. Piersol, 1 Pet. 328, 340, 26 U.S. 328, 340 (1828).

In a 2013 majority opinion signed by Associate Justice Antonin Scalia, the **U.S. Supreme Court** explained:

The dissent overstates when it claims that agencies exercise “legislative power” and “judicial power” ... The former is vested exclusively in Congress ... the latter in the “one supreme Court” and “such inferior Courts as the Congress may from time to time ordain and establish” ... Agencies make rules ... and conduct adjudications ... and have done so since the **beginning of the Republic**. These activities take “legislative” and “judicial” forms, but they are exercises of—indeed, under our constitutional structure they *must be* exercises of the “**executive Power**.”

The “hite Hou”e Office (WHO) is the headquarters for the United States government that executes said “executive power”.

**On May 20, 2020, the United States Government declared a national emergency and enacted the “Emergency / Military Constitution”, and the “Logan Act”, which placed the United States under military law.**

The law is, any incorporated entity that does anything unlawful against an unincorporated (sovereign) entity is guilty of a crime and subject to immediate liquidation and in the event of a death prosecution, because when – ANY – corporate entity attacks an unincorporated (sovereign) entity, a crime occurs; and no one can profit from a crime. ALL municipalities and their affiliates are incorporated entities. See Territorial Government’s Executive Orders 13818 & 13848.

**Notice to Agents is notice to Principals. Notice to Principals is notice to Agents.** *Applicable to all successors and or assigns*.

ALL United States Attorneys operating as ***trustees de son tort*** are in rebellion against the U.S. Constitution and will be held answerable at the very highest level and to the American People. A demand is herein being made for the immediate release of any and all USPS attachments to my real and or personal property, along with FULL restitution for the damages incurred.

A ***trustee de son tort*** is a person who may be regarded as owing fiduciary duties by a course of conduct that amounts to a wrong, or a tort. Accordingly, a trustee de son tort is not a person who is formally appointed as a trustee, but one who assumes such a role, and then cannot be heard to argue that he did not owe fiduciary duties.

Any alleged (*ens legis*) privileges and/or benefits are rejected and waived. Of my free-will act and deed, I herein affix my seal. *Explicitly reserving all rights; without prejudice*.

By: /s/ A Native Americans without any Legislative or Civil Disability (*right thumbprint)*

cc: U.S. Congress

**Libellees:**

All US County Registrars

All US Clerks of Court

All US County Clerks

All State Legislators

All US Sheriffs

All US Marshals

All US Diplomatic Officers

All US Employees

**ADDENDUM TO “NOTICE OF INTENTINONAL TORT”**

**Note:** New York Judiciary (JUD) CHAPTER 30, ARTICLE 23; now REPEALED

The City of New York, et alia, is not authorized to legislate away a right that is protected by the U.S. Constitution and as annotated at The New York State Senate website, pertaining to New York Consolidated Laws: - Judiciary (JUD) CHAPTER 30, ARTICLE 23 - NY JUD § 860 - REPEALED; NY JUD § 861 - Effective Immediately; Date effective: 2014-09-22.

**SECTION 1-2.4: Disposition - NY Estates, Powers & Trusts (EPT) CHAPTER 17-B, ARTICLE 1, PART 2**

A disposition is a transfer of property by a person during his
lifetime or by will. - **This entry was published on 2014-09-22**

**SECTION 1-2.17: Specific disposition** - Estates, Powers & Trusts (EPT) CHAPTER 17-B, ARTICLE 1, PART 2

A specific disposition is a disposition of a specified or identified item of the testator's property. (land) - **This entry was published on 2014-09-22**

**SECTION 1-2.3: Demonstrative disposition** - Estates, Powers & Trusts (EPT) CHAPTER 17-B, ARTICLE 1, PART 2

A demonstrative disposition is a testamentary disposition of property to be taken out of specified or identified property. - **This entry was published on 2014-09-22**

Note: **New York State only allows nuncupative wills to be recognized as legal and valid when made by a member of the armed services during a time of war or armed conflict.** The intentions of the person making the will has to be stated in front of two witnesses. - Jan 13, 2021

1. An attesting witness to a will to whom a beneficial disposition or appointment of property is made is a competent witness and compellable to testify respecting the execution of such will as if no such disposition or appointment had been made, subject to the following:

(1) Any such disposition or appointment made to an attesting witness is void unless there are, at the time of execution and attestation, at least two other attesting witnesses to the will who receive no beneficial disposition or appointment thereunder; (2) Subject to subparagraph (1), any such disposition or appointment to an attesting witness is effective unless the will cannot be proved without the testimony of such witness, in which case the disposition or appointment is void; (3) Any attesting witness whose disposition is void hereunder, who would be a distributee if the will were not established, is entitled to receive so much of his intestate share as does not exceed the value of the disposition made to him in the will, such share to be recovered as follows:

1. In case the void disposition becomes part of the residuary disposition, from the residuary disposition only.
2. In case the void disposition passes in intestacy, ratibly from the distributees who succeed to such interest. For this purpose, the void disposition shall be distributed under 4-1.1 as though the attesting witness were not a distributee.
3. The provisions of this section apply to witnesses to a nuncupative will authorized by 3-2.2.

**SECTION 1-2.8: General disposition** - Estates, Powers & Trusts (EPT) CHAPTER 17-B, ARTICLE 1, PART 2.
 A general disposition is a testamentary disposition of property not amounting to a demonstrative, residuary or specific disposition.

**SECTION 9-610: Disposition of Collateral after Default - Uniform Commercial Code (UCC) CHAPTER 38, ARTICLE 9, PART 6, SUBPART 1**

(a) Disposition after default. After default, a secured party may sell, lease, license, or otherwise dispose of any or all of the collateral in its present condition or following any commercially reasonable preparation or processing.

(b) Commercially reasonable disposition. Every aspect of a disposition of collateral, including the method, manner, time, place, and other terms, must be commercially reasonable. If commercially reasonable, a secured party may dispose of collateral by public or private proceedings, by one or more contracts, as a unit or in parcels, and at any time and place and on any terms.

(c) Purchase by secured party. A secured party may purchase collateral:

(1) at a public disposition; or (2) at a private disposition only if the collateral is of a kind that is customarily sold on a recognized market or the subject of widely distributed standard price quotations.

(d) Warranties on disposition. A contract for sale, lease, license, or other disposition includes the warranties relating to title, possession, quiet enjoyment, and the like which by operation of law accompany a voluntary disposition of property of the kind subject to the contract.

(e) Disclaimer of warranties. A secured party may disclaim or modify warranties under subsection (d):

(1) in a manner that would be effective to disclaim or modify the warranties in a voluntary disposition of property of the kind subject to the contract of disposition; or (2) by communicating to the purchaser a record evidencing the contract for disposition and including an express disclaimer or modification of the warranties.

(f) Record sufficient to disclaim warranties. A record is sufficient to disclaim warranties under subsection (e) if it indicates "There is no warranty relating to title, possession, quiet enjoyment, or the like in
this disposition" or uses words of similar import.

**SECTION 3-4.5: Insurance proceeds from specific disposition not subject to ademption - Estates, Powers & Trusts (EPT) CHAPTER 17-B, ARTICLE 3, PART 4**

Note: An ademption by extinction represents a failure in a Testator's estate plan. If a person cares enough to include an item or a person to be taken care of in their will, it is important that their wishes are fulfilled. **There is no comprehensive New York legislation that governs ademption**. Sep 20, 2016

Where insurance proceeds from property which was the subject of a specific disposition are paid after the testator's death, such proceeds, to the extent received by the personal representative, are payable by him to the beneficiary of such disposition; and such proceeds retain the character of a specific disposition for all other purposes, including 12-1.2 and 13-1.3.

**A Nuncupative Will**

A nuncupative will; oral will or a verbal will, is instructions for distribution of personal property given by a person who is too sick to execute a written will. Nuncupative wills are not legal in most jurisdictions, but in jurisdictions in which they are legal, they require a set number of witnesses and must be written down by the witnesses as soon as possible. **A nuncupative will does not supersede a written will.**

Nuncupative wills made by civilians are rarely valid. A nuncupative will cannot undo anything in a written will that was fully executed according to the statutes of the local jurisdiction, no matter how long ago the written will was executed.

A nuncupative will has little legal validity in most states in the United States. However, in situations in which an heir, executor or personal representative needs to make a legal or financial decision, a nuncupative will can tell that person what the dying wishes of the soon-to-be-deceased are.

* An executor is the person who administers a person's estate upon their death.
* An executor is often named by the testator before their death, or else by a court.
* The primary duty is to carry out the wishes of the deceased person based on instructions spelled out in their will or trust documents.
* This means ensuring that assets are distributed to the intended beneficiaries.
* Being an executor is a large responsibility where potential hazards and complications may arise.

This can make decisions about end-of-life care or the person’s estate simpler, and can reduce the number of disputes over the estate and over end-of-life arrangements by heirs and other representatives. In cases in which these disputes go to court, the judge may or may not take into account the nuncupative will as contributing evidence, although not a binding document. Emotionally, a representative who follows the instructions in a nuncupative will can assure the representative that they are fulfilling the wishes of the deceased.

In states that do permit nuncupative wills, the use of such wills are generally limited to specific instances enumerated by statute. For example, in New York, a nuncupative will must be supported by at least two witnesses and is only valid if made by:

* 1. a member of the armed forces of the United States while in actual military or naval service during a war, declared or undeclared, or other armed conflict in which members of the armed forces are engaged;
	2. a person who serves with or accompanies an armed force engaged in actual military or naval service during such war or other armed conflict; or
	3. a mariner while at sea.

In North Carolina, nuncupative wills are valid when there are two witnesses and the testator is “in imminent peril of death.”

§ 31-3.5. Nuncupative will. A nuncupative will is a will (1) Made orally by a person who is in that person's last sickness or in imminent peril of death and who does not survive such sickness or imminent peril, and (2) Declared to be that person's will before two competent witnesses simultaneously present at the making thereof and specially requested by the person to bear witness thereto. (1953, c. 1098, s. 2; 2011-344, s. 8.)

**Note:** Pursuant to New York’s Foreclosure Abuse Prevention Act (FAPA) “Freedom Mtge. Corp. v Engel”. **The statute of limitations regarding all debt collections has been reinstated.**

Note: Title 40 of the United States Code - **This revenue stream has now been discontinued**:

* The “Federal Property and Administrative Services Act”; 40 U.S.C. § 543; Authorizes General Service Administration (GSA) to dispose of surplus property by sale, lease, permit, exchange, or transfer and pursuant to the public records; “Form: GSA1743 - General Terms of Lease, i.e., Government Real and Related Personal Property - **Current Revision Date: Obsolete”.**

A General Security Agreement (GSA) is a private agreement or contract signed between two parties to secure personal loans, commercial loans, and other obligations owed to a lender. It lists all the assets that are pledged as collateral to the lender and renumerates all possible events or conditions that can occur after the borrower is considered bankrupt, at which time the collateral is repossessed by the lender.

A General Security Agreement (GSA) **grants a security interest** over **personal property or assets**, i.e., the collateral that is pledged usually via a Promissory Note, for many types of financing. The **contract**is executed by a **debtor or borrower**in favor of a **creditor or lender**. A GSA can support various lender obligations, including personal and commercial loans. Unlike voluntary or consensual liens, **a GSA may cover a** **broad range of assets except real property**, i.e., land, buildings, etc., as rules and laws are often unique for registered securities such as, statutory or consensual mortgages or the deeds associated with trusts.Most people think of a mortgage as being drawn to purchasea property, but statutory or consensual mortgage loans are also used to refinance properties that are already owned by the borrower.

A statutory or consensual mortgage is a type of loan secured by real property. Most people think of a statutory or consensual mortgage as being drawn to purchasea property, but statutory or consensual mortgage loans are also used to refinance properties that are already owned by the borrower.

**A Voluntary Lien**

A voluntary lien is where the owner of a property consensually grants another party called a debtor, legal claim to use their property as security for the repayment of the debtor’s debt. The debtor voluntarily grants or transfers the lien to the lender, via a registration; transfer or assignment process and the property is used as the collateral underwriting the secured debt. If a debtor defaults on making payments, the real property that is being used as the collateral securing the debt, would be seized.

**Involuntary Liens**

Involuntary liens are liens that are placed on a property by a third-party against the will of the owner. Rather than statutory or consensual mortgage lenders placing a lien on the property, **involuntary liens are typically placed on properties from regulatory authorities for unpaid debt obligations**, e.g., debts that are owed by the Federal Government which are administratively uncollectible.

A common example of an involuntary lien is a tax lien. A tax lien is issued by the government when their taxes are due. If income taxes or property taxes are not paid by the taxpayer, i.e., the US citizen, the Internal Revenue Service (IRS) will file an involuntary lien to alert creditors that they have a right to place a lien against the property.

As stated previously, unlike voluntary liens a GSA or involuntary lien may cover a **broad range of assets except real property**, i.e., land, buildings, etc., as rules and laws are often unique for statutory or consensual mortgages or deeds / transfers or assignments from and to trusts.

Elements found in a GSA include the parties involved, the classes of collateral pledged, the supported debt, debtor obligations, lender’s rights, and legal remedies. A general security agreement (GSA) from a borrower or guarantor grants a security interest, usually via a cognovit clause agreement, over personal property or assets as collateral to a lender to support their debt obligations. A GSA provides a creditor with legal certainty and enforcement rights, called entitlements, in case of borrower default, and alternate repayment is required to settle the debt.

**What is collateral used for?**

Once a creditor’s full loan exposure has been repaid; either by the borrower making payments or through refinancing by a different lender, the original creditor’s claim is “**discharged**” by its legal counsel. If a borrower defaults on a loan payment to a lender, however, and the credit exposure cannot be refinanced with another firm, that lender can sell the asset (or assets) over which they have a charge in order to recover outstanding funds, plus any accrued interest. The assets are seized and liquidated in the same order of priority that the security charges were made.

In some liquidation scenarios, collateral assets are sold at auction for *more*than is owed to the creditors. In this case, surplus funds beyond the balance of outstanding credit plus accrued interest would be distributed to common stockholders of the business.

**Purpose of the General Security Agreement**

If a lender’s claim to collateral is ambiguous, that is, not legally defined, it would be difficult to properly assess credit risk, and a borrower may be unable to obtain financing. In short, they have a bad or low credit score. Therefore, lenders use a GSA to secure **the collateral, thus rendering it legally, but not necessarily lawfully enforceable.** Borrowers granting security via the use of GSAs **give lenders**greater **security** about the collateral being pledged to support their financing or refinancing. Further, the collateral may be both “**present and after acquired.”**

### GSAs are defined as a floating charge, i.e., a flexible security interest or lien for lenders covering a pool of business assets that may fluctuate or change from time to time in value rather than a specific asset such as a piece of equipment.

**After Acquired Property Clause**

An after acquired property clause is a provision in a legal contract allowing property acquired after the contract is signed to be covered by the agreement. In a statutory or consensual mortgage of real property or security agreement of personal property, an after acquired property clause provides that any additional property acquired by the borrower after the statutory or consensual mortgage or security agreement is signed will be additional collateral or finance for the obligation. While such provisions can help give these obligations a good credit rating, they make it difficult to finance growth through new borrowing.

In the insurance industry, an after acquired property clause allows insurance coverage for property the insured obtains after ratification of the policy or contract. This clause may operate only for a short period of time during which the insured must notify the insurer of the property so that the insurer can adjust the premiums accordingly. An example is the purchase of a new vehicle; the clause allows the vehicle to be covered for a short period of time until the owner can notify the insurance company of the purchase and provide the vehicle information, along with any vehicles that has to be removed from the policy.

Jurisdictions have specific contract laws that the GSA relies on, so consulting with legal counsel is appropriate when a borrower is uncertain of its implications.

**Certain jurisdictions may require that lenders register the executed instrument with a publicly available registry or database, such as are maintained by county clerks or clerks of courts**.

Registration of the GSA contract varies by jurisdiction and lender preference. Before expiry, it may be renewed by the lender, often at the borrower’s cost, e.g., via refinancing or loan modifications. Registration allows lenders, as well as, other private individuals to conduct collateral searches and determine if the asset is already pledged in support of obligations to other creditors. If there is an existing creditor, lenders may choose to define the rights to the collateral via, for example subordination, or the existing debt may be settled and the security interest removed before a new lender can refinance the asset.

## **A General Services Agreement is a Security Agreement a/k/a A Secured Transaction**

A security agreement, in the law of the United States, is a contract that governs the relationship between the parties to a kind of financial transaction known as a secured transaction. In a secured transaction, the Grantor, typically a borrower but sometimes a guarantor or surety assigns, grants and pledges to the grantee typically a lender a security interest in personal property, e.g., a Promissory Note, which is referred to as the collateral. Examples of typical collateral are shares of bonds, livestock, and vehicles.

**A security agreement cannot be used to transfer any interest in real property, i.e., land/real estate, only personal property.**

The document used by lenders to bypass this limitation, in order to obtain a collateral lien on real property is call a statutory or consensual mortgage or deed of trust.

The security agreement sets out the various rights the grantee will have with respect to the collateral, which are in addition to all other rights which the lender may have by law, such as those rights contained in Article 9 of the Uniform Commercial Code which has been adopted in some form by each state in the United States. The Security Agreement also addresses issues such as permitted sales or other transactions with the collateral in the ordinary course of the grantor's business and notices that may be required to be given by the grantee to the grantor if certain actions are taken.

A security agreement may be oral if the secured party or the lender has actual physical possession of the collateral. Where the collateral remains in the physical possession of the borrower, or where the collateral is intangible, for example; (1) a patent; (2) accounts receivable, or (3) a promissory note, the security agreement must be in writing in order to satisfy the statute of frauds.

The security agreement must be authenticated by the debtor, meaning that it must either bear the debtor's signature, or it must be electronically marked. It must contain a reasonable description of the collateral, and must use words showing an intent to create a security interest, as with a statutory or consensual mortgage agreement, which highlights the right to seek repayment of the loan by foreclosing on the collateral for non-payment. In order for the security agreement to be valid, the borrower must usually have rights in the collateral, for example have “Fee Simple” ownership, at the time the agreement is executed.

If a borrower pledges as collateral a car owned by a neighbor, and the neighbor does not know of and did not endorse this pledge, then the security agreement is ineffective. The same situation occurs when a Promissory Note is endorsed: PAY TO THE ORDER OF, etc.. However, a security agreement may specify that it includes after-acquired property. If such a specification is included, then a pledge of "all automobiles owned by borrower" would include the neighbor's car if the borrower were to buy that car from the neighbor.

The originator thereupon takes the security instrument and securitizes it by endorsing it for payment, “PAY TO THE ORDER OF……WITHOUT RECOURSE”. Once this endorsement takes place, the alleged statutory or consensual mortgage loan is downgraded to become an ‘**UNSECURED debt’** which can be discharged in bankruptcy court, since they’ve already been paid by the investors, while simultaneously collapsing the trust by removing the corpus; which is required under probate law.

If the notes have a maturity of more than 9 months, they're classified as a security. In fact the statutory or consensual mortgage/deed of trust clearly states…..”*this security instrument etc*….” Title 15 section 77 A b 1 states that any note with a maturity of more than 9 months is a security by legal definition and an investment contract. Thus, whenever one signs / endorses one of these notes as the drawer or maker one is entering into an investment contract; because what is not being disclosed at the “closing” is the fact that one is endorsing a security instrument.

A GSA is a type of “quasi-security”. There are a number of other arrangements which parties can put in place which have the effect of conferring security in a commercial sense, but do not actually create a proprietary security interest in the assets. For example, it is possible to grant a power of attorney or conditional option in favour of the secured party relating to the subject matter, or to utilize a retention of title arrangement, or execute undated transfer instruments. Whilst these techniques may provide protection for the secured party, they do not confer a proprietary interest in the assets which the arrangements relate to, and their effectiveness may be limited if the debtor goes into bankruptcy or insolvency.

It is also possible to replicate the effect of security by making an outright transfer of the asset, with a provision that the asset is re-transferred once the secured obligations are repaid. In some jurisdictions, these arrangements may be recharacterized as the grant of a statutory or consensual mortgage, but most jurisdictions tend to allow the parties freedom to characterize their transactions as they see fit.

Common examples of this are financings using a stock loan or repo agreement to collateralize the cash advance, and title transfer arrangements (for example, under the "Transfer" form English Law credit support annex to an ISDA Master Agreement (as distinguished from the other forms of CSA, which grant security)).

**Perfection**

In United States law, perfection is generally taken to refer to any steps that are necessary to ensure that the security interest remains enforceable against other creditors or other parties, including a bankruptcy trustee or liquidator in the event of the debtor's bankruptcy. It grants preferred status. Security interests frequently require some form of registration to be enforceable in connection with the chargor's insolvency, as it is called in the U.K. and or U.S..

In order for a security interest to attach to the collateral in the possession of subsequent purchasers, it must be perfected, i.e., isolated from bankruptcy or liquidators. Some security interests can be perfected only by the actual possession of the asset. For example, under a common-law pledge or pawn, the right to enforce the sale of the asset is contingent upon the possession of that asset; **an agreement that leaves the debtor in possession of the pledged collateral does not give rise to an enforceable security interest.**

Certain security interests may be perfected by registration or filing. Although the terms are sometimes used interchangeably, it is more accurate to speak of registration as the lodgment of particulars, and filing as the lodgment of the security instrument itself. Generally, systems of registration divide into two types; (1) registration against a particular debtor; and (2) registration against a particular asset, with each having its own advantages and disadvantages.

Registration against a particular asset only tends to be practical where the assets are of a nature and substance that makes it feasible to have a register for recording security interests against them. Most countries have systems for the registration of security relating to land, aircraft, ships and intellectual property rights. The advantage of a register relating to the asset is that if the debtor wishes to provide an asset as collateral, the proposed lender can swiftly check definitively whether the asset is encumbered or not. Issues arise when a secured creditor does not file with the correct office, leaving potential lenders without notice of encumbrances on potential collateral. One particular note regarding the perfection of security interests in a patent is an illustration of this issue of miscommunication. In order to perfect a security interest in a patent, it is not enough that you file a patent with the Patent and Trademark Office. A secured creditor, in order to perfect its interest, must file in the UCC Filing system. This is because the Patent act does not "preempt" the state requirements for filing. In other contexts, filing outside of the UCC filing system is appropriate to perfect a security interest. Specialist registers in some jurisdictions cannot always be considered "a one-stop source of information".

Registration against a debtor tends to operate by way of requiring the registration of certain security interests by the debtor. The advantage is that a lender can quickly see which assets of the debtor are encumbered and which are not. However, because many registration systems do not require all types of security interest to be registered gaps can remain. Also, systems which register security against the debtor do not act as a check that the debtor actually has title to any of the relevant assets, merely that he has not created any security interest over them.

However, the position is complicated by the fact that many legal systems employ both, interchangeably. A security interest granted by a debtor over a particular asset in any given country may need to be registered against the debtor, against the asset, both or neither.

In some legal systems, perfection of a security interest requires notice to be given to a relevant third party, such as by the presentment of a “Deed”. It is why a Certificate of Acknowledgment my be “filed” or presented for recordation with the county clerk or clerk of court.

It can also arise in relation to security over a debt or other *chose in action*, notice being required to be given to the party owing the debt or holding the fund.

In many common law legal systems, where there is an **assignmen**t of a debt, the assignee cannot enforce the rights of the assigning creditor against the debtor unless notice of the assignment has been given, and until notice of the assignment has been given, the debtor can still discharge the debt by paying the money to the creditor, notwithstanding the assignment.

In the United States, the possession does not need to be *actual* possession, but may be *constructive* possession. For example, possession of a document of title will often suffice where it is not possible to possess the goods. In many legal systems, there may also be constructive possession by **attornment** or **warrant of attor**ney; whereby the law relating to perfection of security interests by taking of possession can sometimes be confused with the law relating to the granting of security interests, which provides that the deposit of certain assets, usually documents of title, can amount to an equitable mortgage of the goods.

If the security agreement is for a purchase money security interest in consumer goods, perfection is automatic. Otherwise, the lender must record either the agreement itself, or a **UCC-1 financing statement**, in an appropriate public venue, which is usually the state secretary of state or a state business commission under that person's authority. Perfecting the interest creates constructive notice, which is deemed legally sufficient to inform the rest of the world of the lender's rights in the collateral. Where a borrower has used the same property as collateral with respect to multiple security agreements made with different lenders, the first lender to record the interest has the strongest claim to that property.

Secured transactions in the United States are an important part of the law and economy of the territory. By enabling lenders to take a security interest in collateral, i.e., the assets of debtors, the law of secured transactions provides lenders with assurance of legal relief in case of default by the borrower.

**Article 9 of the UCC**

Article 9 of the Uniform Commercial Code (UCC), as adopted by all fifty U.S. states, generally governs secured transactions where security interests are taken in personal but not real property. It regulates creation and enforcement of security interests in movable property, intangible property, and fixtures.

UCC Article 9 replaced a wildly diverse array of security devices that had evolved in the various states during the 19th and early 20th centuries, in response to the reluctance of U.S. courts to enforce general nonpossessory security interests as either against public policy or because they were perceived as fraudulent conveyances.

Article 9 of the UCC, regulates security interests in *personal property*, in contrast to real property and establishes a unified concept of a *security interest* as a right in a debtor's property that secures payment or performance of an obligation. Under Article 9, a security interest is created by a security agreement, under which the debtor grants a security interest in the debtor's property as collateral for a loan or other obligation.

A security interest grants the holder a right to take a remedial action with respect to the property, upon occurrence of certain events, such as the non-payment of a loan. The creditor may take possession of such property in satisfaction of the underlying obligation.

**The holder will sell such property at a public auction or through a private sale and apply the proceeds to satisfy the underlying obligation.**

If the proceeds exceed the amount of the underlying obligation, the debtor is entitled to the excess. If the proceeds fall short, the holder of the security interest is entitled to a deficiency judgment whereby the holder can institute additional legal proceedings to recover the full amount unless it is a non-recourse debt or without recourse like many statutory or consensual mortgage loans in the United States.

**In the U.S. the term "security interest" is often used interchangeably with "lien". However, the term "lien" is more often associated with the collateral of real property than with of personal property.**

The security interest is established with respect to the property, if the debtor has an ownership interest in the property and the holder of the security interest conferred value to the debtor, such as giving a loan. The holder may "perfect" the security interest to put third parties on notice thereof. Perfection is typically achieved by filing a financing statement with a governmental agency, often the secretary of state or county clerk, located at a jurisdiction where a corporate debtor is incorporated. Perfection can also be obtained by possession of the collateral; in the event the collateral is tangible property. Absent perfection, the holder of the security interest may have difficulty enforcing his rights in the collateral with regard to third parties, including a trustee in bankruptcy and other creditors who claim a security interest in the same collateral.

If the debtor defaults (and does not file for bankruptcy), the UCC offers the creditor the choice of either suing the debtor in court or conducting a disposition by either public or private sale. UCC dispositions are designed to be held by private parties without any judicial involvement, although the debtor and other secured creditors of the debtor have the right to sue the creditor conducting the disposition if it is not conducted in a "commercially reasonable" fashion to maximize proceeds from the sale of the collateral.

Article 9 is limited in scope to personal property and fixtures, i.e., personal property attached to real property. Security interests in real property continue to be governed by non-uniform laws, in the form of statutory law or case law or both; which can vary drastically from state to state. In a slight majority of states, the deed of trust is the primary instrument for taking a security interest in real property, while the statutory or consensual mortgage is used in the remainder.

**Transactions where security interests are taken in real property are regulated not by** **Article 9, but by real property laws that vary among jurisdictions.**

However, the assignment or conveyance of a contract secured by real property *may* be regulated by Article 3 to the extent that the contract is a negotiable instrument. Both must be distinguished from a secured interest in a promissory note that is secured by a statutory or consensual mortgage or deed of trust on real property, which is regulated by Article 9. This latter distinction is important in the context of the sale and purchase of promissory notes secured by real property.

There are a variety of situations in which this distinction is important. For example, a non-depository statutory or consensual mortgage lender may fund their operations with a warehouse line of credit, while a distressed loan workout specialist may obtain a line of credit. The first makes loans for the purchase of real property; the second will acquire nonperforming loans at a discount from their face value and then will either renegotiate them or foreclose on the underlying collateral.

**In either situation, the statutory or consensual mortgage lender or workout specialist's interest in underlying real property collateral will be secured under state real property law. But their lender's interest in the notes secured by the underlying collateral will be secured under Article 9**.

Security interests are particularly valuable in bankruptcy, because creditors who have security interests in a bankrupt debtor's estate take priority over creditors who lack such interest, called unsecured creditors in the distribution of the debtor's assets.

**An asset becomes collateral security when a lender registers a charge over it, either by using a fixed or a floating charge. These charges are also known as *liens*.**

Once a security charge is registered over a physical asset, the borrower cannot sell that asset without the lender first discharging its security interest. A floating charge is very common with business borrowers and is often **registered** using something called a [**General Security Agreement (GSA)**](https://corporatefinanceinstitute.com/resources/knowledge/credit/general-security-agreement/). Charges are filed with a public registry, which varies by jurisdiction. The public registry allows stakeholders to see and understand who has claims over which assets and in what order those claims were filed.

**Attachment and Perfection**

A security interest becomes enforceable against the collateral as soon as it attaches. Attachment requires three things: (i) that the debtor have rights in the collateral or the power to convey rights; (ii) that value be given; and (iii) in most cases, that the debtor have authenticated a security agreement that adequately describes the collateral. See U.C.C. § 9-203. Subject to some minor restrictions relating to consumer goods and commercial tort claims, a security interest can encumber after-acquired property—that is, it can attach to property the debtor acquires after authentication of the security agreement. See U.C.C. § 9-204. Value can include a new loan or an old debt. See U.C.C. § 1-204.

Attachment of a security interest does not ensure that the secured party's interest in the collateral will be superior to the interest of other lienors or subsequent buyers, lessees, or licensee. In general, to obtain priority over such other claimants, the security interest must be "perfected." Although some security interests are perfected automatically upon attachment, see U.C.C. § 9-309, for most perfection must be achieved through compliance with statutory procedure designed to give the world notice that the collateral is encumbered. The most common method of perfection is through filing a financing statement (often referred to by its form number: UCC-1) in the appropriate state office (usually the office of the Secretary of State) in the U.S. state in which the debtor is located. See U.C.C. §§ 9-301, 9-310. For real property, the creditor records a security instrument such as a statutory or consensual mortgage or deed of trust in the county where the real property is located.

**Posting Rule**

Under the Uniform Commercial Code **(**UCC) the posting rule does *not* apply to option contracts or irrevocable offers where acceptance is still effective **only** upon receipt by the Post Office. Why? Because the offeree no longer needs protection against subsequently mailed revocations of the offer.

In the United States, an exception is the “merchant firm offer rule” set out in UCC § 2-205, which states that an offer is firm and irrevocable if it is an offer to buy or sell goods made by a merchant and it is in writing and signed by the offeror, e.g., statutory or consensual mortgage or deed of trust agreements. Such an offer is irrevocable even in the absence of consideration.

If no time is stated, it is irrevocable for a reasonable time, but in no event may a period of irrevocability exceed three months (**approximately 90 days**). Any such term of assurance in a form supplied by the offeree must be separately signed by the offeror.

Under the common law, consideration for the option contract is required as it is still a form of contract, as annotated in Restatement (Second) of Contracts § 87(1). Typically, an offeree can provide consideration for the option contract by paying money for the contract or by providing value in some other form such as by rendering other performance or **forbearance**. United states trial courts will generally try to find consideration if there are any grounds for doing so.

The UCC eliminated a need for consideration for merchant firm offers in some limited (special) circumstances, e.g., in cross-border insolvency cases. A firm offer is an offer that will remain open for a certain period or until a certain time or occurrence of a certain event, during which it is incapable of being revoked. Generally, all offers are revocable at any time prior to acceptance, even those offers that purport to be irrevocable on their face. Even when the period of irrevocability expires, the offer may still remain open until revoked or rejected according to the general rules regarding termination of an offer.

**If the offeree rejects, fails to accept the terms of the offer, fixed or otherwise, or makes a counter-offer, e.g., via an endorsement, such as, PAY TO THE ORDER OF; then the original offer is terminated.**

In the United States the majority rule is that the mailbox rule does not apply to option contracts. Therefore, by default, an option contract is deemed “accepted”when the offeror, i.e., the USPS, receives the acceptance, not when the offeree mails it. An option contract, or simply option (common in professional sports), is defined as "a promise (pledge)” which meets the requirements for the formation of a contract and limits the promisor's power to revoke an offer". Simply stated, it is a “type of contract” that protects an offeree from an offeror's ability to revoke their offer to engage in a contract.

**UCC Repealed circa 2000**

The “UCC” was REPEALED nationally circa 2000, inclusive of UCC Article 9 titled “Secured Transactions; Sales of Accounts And Chattel Paper”; UCC Article 6 titled: “Bulk Sales”; the [dependent] territorial/state administrative level “Estate Decedent Laws”, “Agricultural Lien Laws” and “Debtor / Creditor Laws”; were also REPEALED / VOIDED nationally.

**The 2005** **Uniform Foreign-Country Money Judgments Recognition Act (UFCMJRA)** *(Title 17 U.S.C. Section 107)*

In 1962, the Uniform Law Commissioners promulgated the Uniform Foreign Money-Judgments Recognition Act.  It is a companion to the 1948 (amended in 1962) Uniform Enforcement of Foreign Judgments Act. The Enforcement of Foreign Judgments Act provides for enforcement of a state court judgment in another state to implement the Full Faith and Credit clause of the U.S. Constitution.  The Foreign Money-Judgments Recognition Act provided for enforcement of foreign country judgments in a state court in the United States. The increase in international trade in the United States has also meant more litigation in the interstate context.  This means more judgments to be enforced from country to country.

There is a strong need for uniformity between states with respect to the law governing foreign country money-judgments. If foreign country judgments are not enforced appropriately and uniformly, it may make enforcement of the judgments of American courts more difficult in foreign country courts.  To meet the increased needs for enforcement of foreign country money-judgments, the Uniform Law Commissioners have promulgated a revision of the 1962 Uniform Act with the 2005 Uniform Foreign-Country Money Judgments Recognition Act (UFCMJRA). **I**nter-state and international are synonymous term when trading between the organic nation states of America.

The first step towards enforcement is recognition of the foreign country judgment.  The recognition occurs in a state court when an appropriate action is filed for the purpose.  If the judgment meets the statutory standards, the state court will recognize it.  It then may be enforced as if it is a judgment of another state of the United States.  Enforcement may then proceed, which means the judgment creditor may proceed against the property of the judgment debtor to satisfy the judgment amount.

First, it must be shown that the judgment is conclusive, final and enforceable in the country of origin [i.e., a Nihil Dicit judgment].  Certain money judgments are excluded, such as judgments on taxes, fines or criminal-like penalties and judgments relating to domestic relations.

Domestic relations judgments are enforced under other statutes, already existing in every state.

**A foreign-country judgment must not be recognized if it comes from a court system that is not impartial or that dishonors due process, or there is no personal jurisdiction over the defendant or over the subject matter of the litigation.**

There are a number of grounds that may make a U.S. court deny recognition, i.e., the defendant did not receive notice of the proceeding or **the claim is repugnant to American public policy.**  A final, conclusive judgment enforceable in the country of origin, if it is not excluded for one of the enumerated reasons, must be recognized and enforced.  The 1962 Act and the 2005 Act generally operate the same.

The primary differences between the 1962 and the 2005 Uniform Acts are as follows:

1. The 2005 Act makes it clear that a judgment entitled to full faith and credit under the U.S. Constitution is not enforceable under this Act.  This clarifies the relationship between the Foreign-Country Money Judgments Act and the Enforcement of Foreign Judgments Act.  Recognition by a court is a different procedure than enforcement of a sister state judgment from within the United States. – *All uniform model acts are public policy not public law.*
2. The 2005 Act expressly provides that a party seeking recognition of a foreign judgment has the burden to prove that the judgment is subject to the Uniform Act.  Burden of proof was not addressed in the 1962 Act. - *All uniform model acts are public policy not public law.*
3. Conversely, the 2005 Act imposes the burden of proof for establishing a specific ground for non-recognition upon the party raising it.  Again, burden of proof is not addressed in the 1962 Act. - *All uniform model acts are public policy not public law.*
4. The 2005 Act addresses the specific procedure for seeking enforcement.  If recognition is sought as an original matter, the party seeking recognition must file an action in the court to obtain recognition.  If recognition is sought in a pending action, it may be filed as a counter-claim, cross-claim or affirmative defense in the pending action.  The 1962 Act does not address the procedure to obtain recognition at all, leaving that to other state law. - *All uniform model acts are public policy not public law.*
5. **The 2005 Act provides a statute of limitations on enforcement of a foreign-country judgment.  If the judgment cannot be enforced any longer in the country of origin, it may not be enforced in a court of an enacting state.**  If there is no limitation on enforcement in the country of origin, the judgment becomes unenforceable in an enacting state after 15 years from the time the judgment is effective in the country of origin. - *All uniform model acts are public policy not public law.*

The above is cited as the principal advances of the 2005 Act over the 1962 Act.  The 2005 Act is not a radically new act, rather it builds upon the tried principles of the 1962 Act in a necessary upgrade for the 21st Century.  Further, the ULC urged that it should be enacted in every state as soon as possible.  If substantial uniformity is not gained within the foreseeable future, Congress may preempt the recognition and enforcement law. [Because it is unconstitutional on its face].

**Trustee de son tort**

A trustee de son tort is a person who may be regarded as owing fiduciary duties by a course of conduct that amounts to a wrong, or a tort. Accordingly, a trustee de son tort is not a person who is formally appointed as a trustee, but one who assumes such a role, and then cannot be heard to argue that he did not owe fiduciary duties.

The courts may hold a person a constructive trustee instead of prosecuting and, thereby, impose the liabilities of an actual trustee in accounting for his or her acts. - *Lewin on Trusts*  says at 42-74:

If a person by mistake or otherwise assumes the character of trustee when it does not really belong to him, he becomes a trustee de son tort and he may be called to account by the beneficiaries for the money he has received under the “**color of the trust**”.

A trustee de son tort closely resembles an express trustee. The principle is that a person who assumes an office ought not to be in a better position than if he were what he pretends; he is accountable as if he had the authority which he has assumed. While it is essential, if a person is to become a trustee de son tort, that he consciously takes the office of trustee, it does not matter whether he knows all the trusts or the extent of his powers. - Thomas and Hudson's *The Law on Trusts* says at para 30.03:

... trustees de son tort are not expressly declared by the settlor to be trustees but rather are deemed to be constructive trustees by operation of law, due to their meddling with trust affairs, they are therefore constructive trustees.

A "trustee de son tort" is to be contrasted with a delegate who is appointed by a trustee to undertake certain functions: such a person derives his authority from the trustee and is entitled to act in accordance with the delegated authority without himself becoming a trustee. A delegate, in such circumstance, has done no "wrong" and is not intermeddling in the trust and so does not become a “trustee de son tort”.

The court also considered the concept of a trustee de son tort and whether an agent, appointed by a duly constituted trustee, could itself be a trustee de son tort in circumstances where the agent's actions caused loss to the trust fund.

It was argued that it was commonplace in the trust industry for the administration of a trust to be carried out largely by another company (other than the trustee) within the same group of companies as the corporate trustee. It would cause considerable surprise in the industry if such a company was to find itself designated a trustee de son tort. Because it was common practice it was important that an authoritative decision be given as to whether such an administrative company should be treated as a trustee de son tort.

**Hypothec**

**Note: Hypothec** - A mortgage is a hypothecary credit loan. **Hypothec,** in Roman law, a type of security for a debt in which the creditor had neither ownership nor possession. It arose in cases in which a renter needed the use of the things that he pledged as security for his continued payment of rent, usually tools or equipment necessary for working the land he was renting. Possession could be taken by the creditor only when the debt, or, in this case, the rent, was not paid. Modern hypothecs are found in civil-law countries such as France and Germany.

They are similar in concept to a **mortgage,** except that they do not grant title or possession to the creditor. Although applied exclusively in the past to immovables, they may now apply in certain cases to movables.

1. Hypothecs involve real rights but do not include ownership.
2. The creditor may, in last resort, seize the property, regardless of who is holding it; further, he may sell under the authorization of the court.
3. These rights become operative upon nonpayment of the debt.

In France there are three types of hypothecs: contractual, judicial, and legal. Contractual hypothecs are those made between individuals, and they must be notarized before witnesses. It is necessary to state the amount to be secured in the document. Judicial hypothecs are instituted by the court against all the property, present and future, of a debtor.

**Hypothetical Tenant**

A hypothetical tenant refers to a fictional person used for assessing property taxes. It is based on what the person would pay to lease the property. The hypothetical tenant may be able to negotiate a rent less than the open market rent on the basis that rents are likely to drop further. The hypothetical tenant also includes persons who might possibly take the property including the persons actually in occupation, even though s/he happens to be the owner of the property. Hypothetical tenant refers to a fictional person used for assessing property taxes. It is based on what the person would pay to lease the property. The hypothetical tenant may be able to negotiate a rent less than the open market rent on the basis that rents are likely to drop further. The hypothetical tenant also includes persons who might possibly take the property including the persons actually in occupation, even though s/he happens to be the owner of the property.

**Hypothecary Creditor**

Hypothetical creditor refers to a creditor who has a source of authority for the trustee to do more than just avoid transactions. A trustee is entitled to exercise broader rights and powers of a hypothetical creditor. For instance, a trustee may prosecute an alter ego claim to pierce the veil of a corporate debtor, and hold its shareholders liable for the corporation's debts, and those which hold that the trustee has no standing to seek to hold a corporate debtor's shareholders is liable for a particular debt. *When a bankruptcy trustee is exercising rights and powers under bankruptcy law, the trustee is commonly referred to as a hypothetical creditor. [11 U.S.C.S. § 544]. The provisions of the U.S. bankruptcy law give the trustee the rights and powers of hypothetical creditors and gives the trustee the rights and powers of a hypothetical bona fide purchaser of real property.*

**Taken from New York / NJ Senate website**

**SECTION 1-2.4:** Disposition-Estates, Powers & Trusts (EPT) CHAPTER 17-B, ARTICLE 1, PART 2

A disposition is a transfer of property by a person during his lifetime or by will. - This entry was published on 2014-09-22

 **SECTION 332:** Disposition-Agriculture & Markets (AGM) CHAPTER 69, ARTICLE 25-B

The Laws of New York - Consolidated Laws of New York - CHAPTER 69

[ARTICLE 25-B - Abandoned Animals](https://www.nysenate.gov/legislation/laws/AGM/A25-B)

**[AGM SECTION 332 -](https://www.nysenate.gov/legislation/laws/AGM/332) *[Disposition](https://www.nysenate.gov/legislation/laws/AGM/332)***

 **§ 332. Disposition**. Any person having in his or her care, custody, or control any abandoned animal, as defined in section three hundred thirty-one of this article, may deliver such animal to any duly incorporated society for the prevention of cruelty to animals or any duly incorporated humane society having facilities for the care and eventual disposition of such animals, or, in the case of dogs, cats and other small animals, to any pound maintained by or under contract or agreement with any county, city, town, or village within which such animal was abandoned.

The person with whom the animal was abandoned shall, however, on the day of divesting himself or herself of possession thereof, notify the person who had placed such animal in his or her custody of the name and address of the animal society or pound to which the animal has been delivered, such notice to be by registered letter mailed to the last known address of the person intended to be so notified.

If an animal is not claimed by its owner within five days after being so delivered to such duly incorporated society for the prevention of cruelty to animals, duly incorporated humane society or pound, such animal may at any time thereafter be placed for adoption in a suitable home or euthanized in accordance with the provisions of section three hundred seventy-four of this chapter.

In no event, however, shall the use of a decompression chamber or decompression device of any kind be used for the purpose of destroying or disposing of such animal.