SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF KINGS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_x Your Name INDEX NO.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Any County, Any State

 Complainant; **CROSS-COMPLAINT**

 -against- NOTICE OF PLEA IN ABATEMENT

U.S. ATTORNEY, also doing business as: US Attorney and Vexatious Litigation by Embassy of . Respondent Tribal Nations Diplomatic Officers and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_x Employees

To U.S. ATTORNEY; US Attorney; pursuant to; 28 U.S.C. § 1442(a)(1) c/o 271 Cadman Plaza East Brooklyn, NY 11201

**Civil Division**
United States Attorney's Office
86 Chambers Street / 3rd Floor, New York, NY 10007

**THIS IS TO ADVISE ALL UNITED STATES DIPLOMATIC OFFICERS AND EMPLOYEES THAT YOUR NAMES HAS BEEN ADDED TO A DEMAND FOR INQUEST AND AUDIT TO THE U.S. CONGRESS DUE TO ELEMENTS OF TRESPASS, DEFALCATION and or EMBEZZLEMENT OF STATE TRUST LAND AND TRIBAL TRUST FUNDS BY PRIVATE LAND BANKING ASSOCIATIONS**.

***Extra territorium jus dicenti non paretur impune:*** *One who exercises jurisdiction out of his territory is not obeyed with impunity.*

BE AWARE, diplomatic immunity is NOT synonymous with sovereign immunity. Consequently, this diplomatic matter was forwarded to the U.S. Attorney for the district; the U.S. Secretary of State and the Governor of this State due to the extraterritorial nature of the involved legal matter. *See enclosed United States Department of State Notice*.

Please take mandatory notice pursuant to Federal Rules of Evidence 201(d)) that Plaintiff has a lawful right to proceed without cost, based upon the following law:

* The U.S. Supreme Court has ruled that a natural individual entitled to relief is entitled to free access to its judicial tribunals and public offices **in every State in the Union** . Crandell v. Nevada, 6 Wall 35).

Also, as stated by the United States Department of the Treasury 1789, the presenter may not be charged fees, or costs for the lawful and constitutionally secured right to petition for redress in matters in which he is entitled to relief, as it appears that the filing fee rule was originally implemented for fictions and subjects of the State and cannot be applied to the presenter as **he is not a collective entity.**

That he is a sentient self-aware, competent, responsible, adult who is a natural living man and entitled to relief Hale v. Henkel, 201 U.S. 43, under international laws as well as the laws of humanity. Additionally, any coupons presented by the presenter is backed by the full faith and credit of the United States of America, is legal tender for all obligations associated with this matter.

When challenged, those posing as government officers, agents, agencies, etc. are required to affirmatively prove whatever authority they claim. In the absence of proof, they may (must) be held personally accountable for loss, injury and damages. See particularly, the former title 26 united states code (herein “usc”) § 7804(b), now published in notes following § 7801. per 26 usc § 7214(a), if and when officer, agent, agency, irs personnel, etc. exceed authority prescribed by law, or fail to carry out duties imposed by law, they are criminally liable and pursuant to; 31 cfr part 1, appendix b of subpart c, paragraph 2, I am entitled to directly request evidence of officer's, agent's, agency's, irs employee's, etc. authority and/or liability insurance.

A so-called *quitclaim deed* such as a sheriff or referee 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.**

The entity transferring its security interest is called the *grantor,* and when the quitclaim deed is properly completed and executed, **it ONLY transfers any interest** the grantor has in the property to a recipient, called the *grantee.* The State(s) of New York have no security interest in our landed estates.

Commercial Law ordains that, "Anything permanently attached, is retained by the owner.” Further, the law only **suggests** recording the deed, it doesn’t mandate it. After closing, the Lawyer recorded the deed with the Court. Upon the recording, the county clerk in their capacity as the Recorder of Deeds transferred and or assigned the real property back to the State, who then leased it back to us.

Also at the Closing, the Mortgage Company had us sign a **“Promissory Note”** in which we allegedly promised our sweat, equity, full faith and credit against an undisclosed unpaid balance. Then without our knowledge, the Mortgage Company sold our Promissory Note, that is, our credit, to a Warehousing Institution such as, Fannie Mae or Freddie Mac, etc.. See enclosed mortgage document evidencing counter-claim / counter-offer.

**The Embassy of Tribal Nations and The National Congress of American Indians (NCAI)**

Note: The term *Congress* can refer to a particular meeting of the legislature. The term is also an alternative name for a large national or international academic conference.

The US Congress claims implied powers that is derived from the U.S. Constitution's Necessary and Proper Clause. In the US, **implied powers** are powers that, although not directly stated in the U.S. Constitution, are implied to be available based on previously stated powers. i.e., precedent.

The **Necessary and Proper Clause**, is also known as the **Elastic Clause.** Itis a clause in Article I, Section 8 of the U.S. Constitution, which states in part:

* The Congress shall have Power... To make all Laws which shall be necessary and proper for carrying into Execution the foregoing Powers, and all other Powers vested by this Constitution in the Government of the United States, or in any Department or Officer thereof.

Since the U.S. SUPREME COURT landmark decision in *McCulloch v. Maryland*, the US Supreme Court has ruled that Necessary and Proper or ElasticClause grants implied powers to US Congress in addition to its 19 enumerated powers. It appears that it is this clause which the United States used to create the National Congress of American Indians (NCAI).

To be clear; neither the Embassy of Tribal Nations nor the National Congress of American Indians (NCAI) can grant any entity diplomatic immunity. According to the public records, The Embassy of Tribal Nations is an embassy located in Washington, D.C. that provides a center of operations to the National Congress of American Indians (NCAI) and the Native American Rights Fund (**NARF**). The Embassy purportedly serves as a **tangible manifestation** of a connection between **the United States government** and Native Americans.

On November 3, 2009, the Embassy of Tribal Nations was opened in Washington D.C. The building serves as a headquarters and central meeting place for the NCAI.

The Native American Rights Fund (**NARF**) is a non-profit organization that uses existing laws and treaties to ensure that U.S. state governments and the U.S. federal government live up to their legal obligations. NARF also "provides legal representation and technical assistance to Indian tribes, organizations and individuals nationwide."

**Tribal Supreme Court Project**

In September 2001 tribal leaders met in Washington, D.C., and established the Tribal Supreme Court Project in an effort to "strengthen tribal advocacy before the U.S. Supreme Court by developing new litigation strategies and coordinating tribal legal resources."

The ultimate goal of the Tribal Supreme Court Project is promulgated toimprove the win–loss record of Indian tribes in Supreme Court of the United States cases. The Project is staffed by attorneys from NARF and the National Congress of American Indians (NCAI) and consists of a Working Group of over 200 attorneys and academics from around the nation who specialize in Indian law and other areas of law that impact Indian cases, including **property law**, **trust law** and **Supreme Court practice**. The Advisory Board of Tribal Leaders assists the Project by providing the necessary political and tribal perspective to the legal and academic expertise.

The National Congress of American Indians (**NCAI**) is an American Indian and Alaska Native rights organization. It was founded in 1944 to represent the tribes and resist federal government pressure for termination of tribal rights and assimilation of their people. These were in contradiction of their **treaty rights** and status as **sovereign entities**. **The organization continues to be an association of federally recognized and state-recognized Indian tribes.**

The NCAI Constitution says that its members seek to provide themselves and their descendants with the traditional laws, rights, and benefits. It lists the by-laws and rules of order regarding membership, powers, and dues. There are four classes of membership: (1) tribal; (2) Indian individual; (3) individual associate, and (4) organization associate.

A prime objective of the National Congress of American Indians was to find ways to organize the tribes to deal in a more unified way with the **US government** and to challenge the government on its failure to implement treaties, to work against the tribal termination policy, and to improve public opinion of and appreciation for Indian cultures.

In 1966, the NCAI mustered nearly 80 tribal leaders from 62 tribes to protest their exclusion from a **US-Congress** sponsored conference on reorganizing the BIA (Bureau of Indian Affairs). The Congressional event was organized by Morris Udall, chairman of the House Committee on Interior and Insular Affairs, to discuss **the reorganization of the Bureau of Indian Affairs**. Udall eventually allowed the NCAI representatives to attend. He confirmed that a group composed of tribe members, called the Tribal Advisory Commission (defunct), would be created to advise him. Voting right is reserved for tribal and Indian individual members, in short, land owners.

The organizational structure of the National Congress of American Indians includes a General Assembly, an Executive Council, and seven committees. The current executive board of the NCAI is as follows:

1. President: Fawn Sharp of the Quinault Indian Nation
2. First Vice President: Mark Macarro
3. Secretary: Stephen Roe Lewis
4. Treasurer: Shannon Holsey

In addition to these four positions, the NCAI executive board also consists of twelve area vice-presidents and twelve alternative area vice-presidents.

The current chief executive officer of the National Congress of American Indians is **Dante Desiderio** who filled the position in 2021 after Kevin Allis, member of the Forest County Potawatomi Community in **Wisconsin**, exited. **In the voting arena, every tribe gets a number of votes allocated to them specific to the size of each tribe**. (Sounds eerily familiar).

The bottom line is that no organization and or association regardless of how craftily structured can grant anyone and authority that they themselves do not possess.

Non-lawyer Ownership of Law Firms

Following the ending of the 1933 bankruptcy on November 2, 1999, the Attorney Rule of Professional Conduct 5.4, a/k/a Rule 5.4 which gave judges and lawyers their plenary license or immunity has been terminated. No more BAR association, whether American or International. With the repeal of Model Rules of Professional Conduct (MRPC), United States legal service representatives no longer have any **immunities** and or **limited liability** for their commercial and individual defamatory acts, i.e., intentional torts*.*

[NY Aban Prop L § 1502 (2017)](https://law.justia.com/citations.html) Article 15 - (Abandoned Property) LAWS REPEALED [1500]; CONSTITUTIONALITY [1501]; EFFECTIVE DATE [1502]. This chapter shall take effect June first, nineteen hundred forty-four. **06/01/1944**.

TAKE NOTICE: 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

TAKE FURTHER NOTICE that on 03/04/2021, the Territorial/Municipal Franchises were repatriated back to the New York State Regional Office Department of the Treasury Internal Revenue Service Kansas City MO 64999-0023. This created an estoppel against any further licensing by the regional state of New York. See enclosed copy of IRS Form 8822 and Certified Mail Receipt.

**A Civil Action**

**There is no accusation in civil court. A charge in civil law means “Bill” or bill of attainder, nothing else. One must be presented with a true bill in a civil case for any charge that is made and in a criminal action a receipt is presented.** A "bill of attainder" is a legislated action predefining a class of persons (not living men and women) to be guilty *a priori*, often without a trial or with a sham trial. Americans are specifically exempted from being prosecuted under bills of attainder by Article IV of the Federal Constitutions.

**Under English law the receipt is called a docket or index claim. It is presented at the onset of the collection process when one is summoned and expected to come forth and pay the bill or honor the receipt on behalf of the Government of the United States or United States government. All are presumed to be competent enough to treat a bill as a bill and a receipt as a receipt and to honor them fully or conditionally as the case may be with the bottom line being to balance or reconcile the ledger.**

In courts of General (British) Equity or Chancery, the bases of the enforcement of foreign judgments are not comity, but the doctrine of obligation. Between two different states in the United States, enforcement is generally required under the "*Full Faith and Credit Clause*" at Article IV, Section 1 of the U.S. Constitution, which compels a U.S. state to give another U.S. state's judgment an effect as if it were local. This usually requires some sort of an abbreviated application on notice, such as via **indexing,** or **docketing**. Between one state in the United States, and a foreign country, Canada, for example, the prevailing concept is comity.

In 1962, the Uniform Law Commissioners promulgated the Uniform Foreign Money-Judgments Recognition Act, which provided for enforcement of foreign country judgments in a state court in the US. The Act was amended in 2005. The 1962 Act and the 2005 Act generally operate the same. However, 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. Additionally, 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.**

All U.S. States have laws governing statutes of limitations, eg., New York’s Foreclosure Abuse Prevention Act (FAPA) “Freedom Mtge. Corp. v Engel”, reinstated the statute of limitations regarding all debt collections in New York State. See enclosed SATISFACTION OF MORTGAGE recorded 10/30/2006.

This “**No case for the defendant to answer; and or no case to answer**”, is in response to the NAME OF DOCUMENT.

It is understood that United States courts hear two (2) types of cases, i.e., contracts and torts. I am no the Administrator for YOUR NAME, nor do I have any contract with THE CITY OF NEW YORK, ET ALIA. 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. Attached is a copy of IRS Form 8822 that was deposited with the USPS for delivery to New York State Regional office Department of the Treasury Internal Revenue Service Kansas City, MO 64999-0023.

It is the sole responsibility of the U.S. Attorney General 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, the U.S. Attorney cannot grant an authority that they do not possess.

Title 28, Section 547 of the United States Code, 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 U.S. Government which are administratively uncollectible.**

It does not and cannot authorize any U.S. Attorney, their successors and or assigns to engage in the business of selling these administratively uncollectible debts as municipal stock, bonds or securities, via mail fraud, via USPS “Franchise Fraud”; confiscation of private property, via “Civil Conscription”; defalcation, via legals schemes, such as, “Bond for Title”, “Bond for Deed”, “Bond for Contract”; land titling, via “Bond for Land”, via “Bond Conversion”, or “Bond Estreature”.

Pursuant to 31 U.S. Code § 3718 - Contracts for collection services:

The enclosed pertains to elements of defalcation, as termed under administration or bankruptcy, as well as, the embezzlement, in conventional non-bankruptcy or administrative terms, of the assets from tribal organizations, by your private delegates or constitutors.

Further, 28 U.S. Code § 2712, states that:

Upon an order of a judge of a court, or, in his absence 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, 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 (US), 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, eg., YOUR NAME residing at 123 Main Street in the Borough of Brooklyn, city of New York, regional state of New York United States.

**In the US, anyone who is self-represented is designated as pro se. However, a *pro se* designation identifies a party to a civil cause of action as a vexatious litigant**.

**28 U.S. Code Chapter 173 - ATTACHMENT IN POSTAL SUITS** Pub. L. 86–682, § 9, Sept. 2, 1960, 74 Stat. 707

The mandatory remedy is, the party whose property is attached, 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** (*the defendant is the creation of the Government of the United States*) of the property attached. The court, upon application of either party, shall order a trial by jury of the issues. Where 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. : Thomas-Joseph: Ianniello and : Nadine: Ianniello, do not consent to waive their right to a lawful trial by jury.

Natural persons may act *pro se,* in a self-represented capacity. Corporations and other business entities must hire an attorney except for cases cognizable in small claims, where an authorized nonlawyer officer or employee may generally appear. In the United States (US), *pro se* is the legal designation for a vexatious litigant.

A General Security Agreement or GSA is a voluntary, statutory or consensual lien agreement, which may cover a broad range of assets except real property, i.e., land, buildings, etc.. --- This is applicable internationally and cannot lawfully be circumvented via the use of undisclosed mortgage and or deed of trust agreements.

**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.

A mortgage is a hypothecary credit loan. **Hypothec**, in Roman law, is 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 the United States.

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 the United States 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 juridic or legal 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 he/she 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. A Referee in a mortgage foreclosure civil action functions as a hypothetical creditor or trustee de son tort.

**When a trustee has a claim, he/she must enforce his/her right in a court of equity; for he/she cannot sue any one at law, in his/her own name.**

**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. This is known as defalcation.

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.

**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.

The General Service Agreement also termed GSA which is being used to enforce the alleged “lien” is pursuant to the Indian Tribal Economic Development and Contract Encouragement Act of 2000 (the “Act), Public Law 106-179, which amends section 2103 of the Revised Statutes, found at 25 U.S.C. 81, wherein **encumber**means to attach a claim, lien, charge, right of entry or liability to real property; referred to generally as encumbrances.

Encumbrances covered by this part may include leasehold mortgages, easements, and other contracts or agreements that by their terms could give to a third party exclusive or nearly exclusive proprietary control over tribal land.

Indian tribe*,* as defined by the Act, means any Indian tribe, nation, or other organized group or community, including any Alaska Native Village or regional or village corporation as defined in or established under the Alaska Native Claims Settlement Act, which is recognized as eligible for special programs and services provided by the Secretary to Indians because of their status as Indians.

Secretary means the Secretary of the Interior or his or her designated representative.

Tribal lands means those lands held by the United States in trust for an Indian tribe or those lands owned by an Indian tribe subject to federal restrictions against alienation, as referred to Public Law 106-179 as “Indian lands.”

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.

Issues arise when a secured creditor does not file with the correct office, leaving potential lenders without notice of encumbrances on potential collateral, for example upon the presentment of a “Wild Deed”. 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.

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 attorney**; 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, 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). 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 land register where the real property is located via the Recorder of Deeds.

**Real Estate**

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. The County of Suffolk has NO interest in my landed Estate.

In the United States, the **transfer**, assignment, owning, or **acquisition** of real estate 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.

Even I, a non-lawyer, am fully aware that any state or U.S. state “law” that violates the U.S. Constitution is null and void and despite the fact that in this instance, the U.S. State(s) of New York is not involved, the “Real Estate Investment Mules” operating within STATE OF NEW YORK COUNTY of Suffolk who have been merrily stealing the land from hard working New Yorkers, etc., to benefit morally and financially bankrupt foreign interests, will be called upon to tender restitution that is not “fiat” in nature.

The bottom line is that Diplomatic Immunity is NOT Sovereign Immunity.

“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).

**Law without the state**

Law without the state, also called transnational stateless law, stateless law, or private legal orderings, is law made primarily outside of the power of a state. Such law may be established in several ways:

1. It may emerge in systems such as existed in feudal Europe prior to the emergence of the modern Nation-State with the Treaty of Westphalia.
2. It can be established as customary law such as that practiced by **indigenous, tribal or native communities.**
3. Customary law, and or consuetudinary or unofficial law exists where:
4. a certain “special” legal practice is observed and
5. the relevant actors consider it to be law (*opinio juris*). In international law, *opinio juris* is the subjective element used to judge whether the practice of a state is due to a belief that it is legally obliged to do a particular act.

Most customary laws deal with *standards of community* that have been long-established in a given locale. However, the term can also apply to areas of international law where certain standards have been nearly universal/global in their acceptance as correct bases of action. In many, though not all instances, customary laws will have supportive court rulings and case law, termed “precedent” that has evolved over time to give additional weight to their **rule** as **law** or demonstrate the trajectory of evolution; if any, in the interpretation of such law by relevant or special courts, i.e., pursuant to the doctrine of *stare decisis*.

**Private Actors or Non-state actors**

Non-state actors, i.e., private individuals, may create it for instance; in the form of "soft law". The term "soft law" refers to quasi-legal instruments, like recommendations, guidelines, mandates or executive orders, **which do not have any lawfully binding** force. The term "soft law" initially emerged in the context of international law, although more recently it has been transferred to other branches of United States “domestic law” as well.

The filing of “Claims / Complaints” by private citizens circumvents the Constitution of the United States because, the constitutional right of due process protects people only from violations of their civil rights by state, i.e., government actors, not from private or non-state actors. This of course is a violation of both the Constitution of the United States of America, as well as the Constitution of the United States, and renders all Principles liable for tort actions in both their personal and commercial capacities. See *Tindal v. Wesley (*167 U.S. 204 (1897)).

**Waiver of Immunity**

“...where any U.S. state proceeds against a private individual in a judicial forum it is well settled that the state, county, municipality, etc. waives any immunity to counters, cross claims and complaints, by direct or collateral means regarding the matters involved.” *Luckenback v. The Thekla*, 295 F 1020, 226 U.S. 328; *Lyders v. Lund*, 32 F2d 308; *Dexter v. Kunglig J*., 43 F2d 705, 282 US 896; *U.S. v. N.C.B.N.Y*., 83 F2d 236, 106 ALR 1235, affirmed; *Russia v. BTC*, 4 F Supp 417, 299 U.S. 563.

**39 U.S. Code § 2006 - Relationship between the United States Treasury and the United States Postal Service**. *Pub. L. 91–375, Aug. 12, 1970, 84 Stat. 741; Pub. L. 109–435, title IV, § 401(b)(4), Dec. 20, 2006, 120 Stat. 3225*.

Pursuant to 39 U.S. Code § 2006,wherein the Postal Service (UPU/USPS) requests the Secretary of the Treasury to **pledge or mortgage the full faith and credit of the Government of the United States** for the payment of principal and interest thereon and (2) the Secretary, in his discretion, determines that it would be in the public interest to do so. The International Monetary Fund (“IMF”) is the United States Treasury.

**39 U.S. Code § 2005 –** Obligations of the **g**overnment of the United States:

The Postal Service is authorized to borrow money and to issue and sell such obligations as it determines necessary to carry out the purposes of this title, other than any of the purposes for which the corresponding authority is available to the Postal Service under section 2011. The aggregate amount of obligations issued by the Postal Service which may be outstanding at any one time shall not exceed the maximum amount then allowable under paragraph (2) of this subsection. In any one fiscal year, the net increase in the amount of obligations outstanding issued for the purpose of capital improvements and the net increase in the amount of obligations outstanding issued for the purpose of defraying operating expenses of the Postal Service shall not exceed a combined total of $3,000,000,000 (3 BILLION USD).

Obligations issued by the Postal Service under this section shall:

1. be negotiable or nonnegotiable and bearer or registered instruments, as specified therein and in any indenture or covenant relating thereto;
2. contain a recital that they are issued under this section, and such recital shall be conclusive evidence of the regularity of the issuance and sale of such obligations and of their validity;
3. be lawful investments and may be accepted as security for all fiduciary, trust, and public funds, the investment or deposit of which shall be under the authority or control of any officer or agency of the Government of the United States, and the Secretary of the Treasury or any other officer or agency having authority over or control of any such fiduciary, trust, or public funds, may at any time sell any of the obligations of the Postal Service acquired under this section;
4. be exempt both as to principal and interest from all taxation now or hereafter imposed by any State or local taxing authority except **estate**, **inheritance**, and **gift taxes**; and
5. **not be obligations of, nor shall payment of the principal thereof or interest thereon be guaranteed by, the Government of the United States, except as provided in section 2006(c) of this title.** --- *Pub. L. 91–375, Aug. 12, 1970, 84 Stat. 740; Pub. L. 101–227, § 3(a), Dec. 12, 1989, 103 Stat. 1944; Pub. L. 109–435, title V, § 502, Dec. 20, 2006, 120 Stat. 3233.*

**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 or **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. . *See enclosed SATISFACTION OF MORTGAGE on file in the land registry at the Recorder of Deeds website.*

**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 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.

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

**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.

## **A General Services Agreement is a Security Agreement or 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, stocks and vehicles.

In the United States 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. A security interest is typically granted by a "security agreement". 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 GSA establishing the location of the Qualifying office will be subpoenaed if necessary, and the US attorney for that region will be held personally liable.

The holder may "perfect" the security interest to put third parties on notice thereof. Perfection is typically achieved by filing a financing statement usually with the secretary of state located at a jurisdiction where a corporate debtor is incorporated. Perfection can also be obtained by possession of the collateral, if 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. Hmmmm…$100.00 is the highest bid?

**Charging Order**

In the public records, a “Charging Order” is described as a useful mechanism often employed by unpaid judgment creditors to obtain secured status by entering a restriction against title of the debtor’s property. Section 3(4) of the Charging Orders Act 1979 provides that a charging order “shall have the like effect and shall be enforceable in the same courts and in the same manner as an equitable charge created by the debtor by writing under his hand.” Therefore, by obtaining a charging order, the position of the unpaid judgment creditor is elevated to that of equitable charge holder, i.e., they are provided *security* for their debt.

A charging order is protected by entering a restriction on title to the debtor’s property; it is not registered in the same way as a legal charge. The purpose of the restriction is to prevent the disposition of the property without the judgment creditor’s consent; such consent will be provided only ordinarily in exchange for repayment of the judgment debt. The level of protection offered by a charging order will entirely depend upon the form of restriction entered against title to the property.

The standard form of restriction entered upon obtaining an interim charging order (form K) merely provides that no disposition of the property is to be registered without a certificate … that written notice of the disposition was given to the creditor with the benefit of the charging order. There is no requirement for notice to be provided in advance of the disposition or before the sale proceeds are paid, so that the creditor can obtain an undertaking that their debt will be paid before completion monies change hands. **Therefore, it is possible for a judgment creditor to be notified of a sale after completion and, if they do not react quickly enough, the transfer of the property will be registered into the state registry, and their restriction removed without receiving payment under their charging order.**

**Note**: The simulated legal process, termed “SUMMARY PROCEEDING”, pursuant to NY CPLR 78, to domesticate the foreign charging order that was used to initiate the libel claim is both unlawful and unconstitutional. E*x post facto* laws are expressly forbidden by the United States Constitution in Article 1, Section 9, Clause 3 with respect to U.S. federal laws and Article 1, Section 10 with respect to U.S. state laws. We do not consent to any foreign law(s) in any foreign jurisdiction(s).

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, their intermediaries and associations are incorporated entities. See Territorial Government’s Executive Orders 13818 & 13848.

**Foreclosure is a Dispositive / Summary Special Proceeding**

A dispositive / summary judgment is a violation or rebellion against the U.S. Constitution, and pursuant to the U.S. Constitution:

* No person shall ... be deprived of life, liberty, or property, without due process of law ... —*Due Process Clause* of the *Fifth Amendment* (1791), and pertaining to U.S. citizens, No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States. ... —*Privileges or Immunities Clause* of the *Fourteenth Amendment*.

Foreclosure is a “legal process” in which a lender attempts to recover the balance of a loan from a borrower (mortgagor) who has stopped making payments to the lender by forcing the sale of the asset used as the collateral for the loan. *Pro forma*, a mortgage lender (mortgagee), or other lienholder, obtains a termination of a mortgage borrower (mortgagor)'s equitable right of redemption, either by court order or by **operation of law**; after following a specific statutory procedure, such as, New York’s CPLR 78 Proceeding, pursuant to the Hague Securities Convention.

**Notice of Intent to Subpoena the state regional Land Banking Association**

The corporate government is mandated to give a cash receipt on any deposit, because it is a demand deposit account. It is required to be displayed on their books --- but they are not doing that. It is being handled as an offset entry. If this goes to trial we will subpoena the auditor. Receipts are important and these “special auditors” must keep track of where the assets are located. The clerk of the U.S. District court as holder of the receivable side for the corporation and the assigned judge / referee, as holder of the payable side of the corporation is herein being requested to set-off the account before him / her that is associated with tax identification number 073-74-9359.

**Recoupment / Counterclaim / Setoff is herein being demanded pursuant to; Rule 13 - Mandatory Counterclaim**

As the creator of the promissory note, I demand recoupment. I signed it and others are using it, therefore, recoupment means I want my property back and have the account set off.Under civil rule 13, a counterclaim, which is based on the same transaction is mandatory. Pursuant to Statement 95: These reports are filed on OMB forms in which the public has a right to disclosure under the privacy act. If the bank/creditor shift the assets off the books, they have to report to the FRB where it went.

Recoupment - (1) The recovery or regaining of expenses by applying the setoff so you can get back what you gave and what you are entitled to. (2) The withholding for the equitable part or all of something that is due. This proposed legal action is an equitable action, using admiralty style financial instruments. **By signing the promissory note, I monetized the corporate government’s system with my signature. It created an IOU. However, an IOU is an asset instrument, it is NOT a liability instrument.**

**Notice to Principals is Notice to Agents. Notice to Agents is Notice to Principals.** *Applicable to all Successors and or Assigns*

 I, :Your: Name© am a private American civilian, and a New Yorker, who have attained the age of majority without having any civil disabilities, and I am demanding that Name of Law Firm, residing at Address of Law Firm, immediately cease and desist from any further criminal trespass and vexatious litigations involving me and or my copyright. Any alleged (*ens legis*) privileges and/or benefits are rejected and waived. *Explicitly reserving all rights without prejudice.*

Dated: Any County, Any State . May \_\_\_\_\_, 2023

SWORN and SUBSCRIBED to before me this:

\_\_\_\_ day of \_\_\_\_\_\_\_\_, 2023

By: ­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_© : Your: Name; sui juris

Your Address Any County, Any State

**Latitude** 40° 30′ N to 45° 1′ N; **Longitude** 71° 51′ W to 79° 46′ W

*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.*