**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:

**Sent via Certified Mail Restricted Delivery**

To: Name of County Clerk; \_\_\_\_ County Clerk c/o local mailing address

DECLARATION AND DEMAND FOR FULL RESTITUTION

**IN THE NATURE OF A COUNTER CLAIM IN PERSONAM** Pub. L. 109–304, § 6(c), Oct. 6, 2006, 120 Stat. 1521. For Breach of Trust with Fraudulent Intent

Account Number: \*123456789\*

To the attention of Name of County Clerk or Clerk of Court; \_\_\_\_\_County Clerk;

TAKE LAWFUL 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 is coterminous with the union of States.** When the boundaries of a township are coterminous with the boundaries of a city or village, the township ceases to exist as a separate government.

**Lex semper dabit remedium**: "*The law always gives a remedy*"

North Americans are guaranteed a ***Mutual Offset Credit Exchange Exemption*** via Federal Law, PL 73-10 and 12 USC 411 from all state and federal taxes, as well as, all state and federal citizenship obligations including all mortgages, as well as all Territorial and Municipal Codes and Statutes.

Additionally, nonresident alien beneficiaries of self-settled trusts are not required to pay any income tax to or file any United States tax returns. See 26 C.F.R. Section 1.6012-1(b)(2).

This Declaration and Demand, is in response to the enclosed (**Use the Original title on the document that was mailed to you to initiate the claim**), from NAME OF FIRM NOTICE dated October 11, 2022, addressed to the decedent / taxpayer Jane Doe, at 123 Main Street, in Any city, in the judicial district of NY 121238 United States, that was delivered to my private real property located at 123 Main Street Kings County, New York State. **I do not consent nor accept their offer to contract**. Copy of NOTICE attached.

I am forwarding this “**Declaration and Demand**” to you, due to the fact that legal possession of my land was unilaterally transferred, i.e., without my express knowledge and or authorization by Name of County County Clerk, on \_\_\_/\_\_\_/\_\_\_. *Copy of unauthorized transferred deed (receipt) and Certificate of Acknowledgment enclosed.*

This unlawful (forced) conscription of myself along with my private real and personal property from the land by the County Clerk into the foreign United States jurisdiction is a constitutional violation and constitutes postal fraud and land theft which can be likened to “horse stealing” that should carry the same penalties. Additionally, the fraudulent misuse of our public buildings by private persons for their personal gain, demands full reimbursement for past unpaid rents, maintenance and other miscellaneous expenses, back to the Counties.

**Consequently, due to the fraudulent nature of the referenced transfer, a demand is herein being made to you in your stated capacity as County Clerk, to immediately deregister my private real property from any and all association with the City of New York; et alia’s, private foreign network, *nunc pro tunc*.**

Further, on \_\_\_/\_\_\_/\_\_\_, I deposited via USPS IRS Form 8822 “Change of Address”, to the Internal Revenue Service (IRS) and the General Service Agreement (GSA) Regional Office at New York State Regional Office Department of the Treasury Internal Revenue Service Kansas City, MO 64999-0023. *Copy of IRS Form 8822 Certified Mail Receipt attached.*

The repatriation of the decedent / taxpayer terminated any purported state wardship, along with the civil law quasi-license / contract to work, that was created by the social security number, which had the effect of extending the state franchise to all those who want to work for the state or one of its corporations, i.e., any legal entity that received a Tax Identification Number (TIN) from the state.

This repatriation of the decedent / taxpayer also gave notice that I am no longer the receiver of process. It is their responsibility to contact the IRS and GSA’s New York State Regional Offices Department of the Treasury Internal Revenue Service Kansas City, MO 64999-0023, for the correct mailing address pertaining to this tax matter. It also created an estoppel against any further licensing by the State(s) of New York

According to publicly available information, the GSA conducts its business through eleven (11) offices, known as GSA Regions, throughout the United States. These GSA regional offices are located in: Atlanta, Boston, Chicago, Denver, Fort Worth, Kansas City (Missouri), New York City, Philadelphia, San Francisco, Seattle (Auburn), and Washington, D.C..

In accordance with Title 40 of the United States Code (***now obsolete***), the Government Services Administration **(“GSA”)** was charged with promulgating regulations governing the acquisition, use, and disposal of real property including real estate and land, as well as, personal property, i.e., essentially all other property.

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 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”.**

**Real Estate**

Real estate is property consisting of land and the buildings on it, along with the natural resources that is coterminous with it, such as crops, minerals or water. It is different from personal property which consists of all that is not permanently attached to the land. It is the immovable property of this nature, e.g., the interest (title) vested / associated with it as an item of real property or more commonly, the buildings or housing erected (built) upon it.

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 City of New York has NO interest in my Estate. In the United States, the **transfer**, owning, or **acquisition** of real estate can be through business corporations, individuals (franchises), nonprofit corporations, fiduciaries (County Clerks), or any legal entity as seen within the law of each U.S. state.

**Pledging the full faith and credit of the Government of the United States** 39 U.S. Code § 2006 - Relationship between the Treasury and the 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*.

The private agreement between the Governors of the United States Postal Service (USPS) and the Secretary of the United States Treasury, as annotated at 39 U.S. Code § 2006 (1) states that the Postal Service (UPU) requests the Secretary of the Treasury to pledge the full faith and credit of **the Government of the United States** for the payment of principal and interest thereon; and (2) the Secretary (of the United States Treasury), in his discretion, determines that it would be in the public interest to do so.

The USPS is an "**establishment of the executive branch of the Government of the United States**", (39 U.S.C. § 201) as it is controlled by presidential appointees and the postmaster general.

The IMF is the United States Treasury, and the United States Postal Service (“USPS”); commonly referred to as the Post Office, U.S. Mail, or Postal Service, is an **independent agency** of the executive branch of the United States federal government that is responsible for providing mail service **in the** **United States**, its **insular (possessions) areas** and **associated (U.S.) states exclusively**.

As a government agency, it has many special privileges, including quasi-sovereign immunity, eminent domain powers, powers to negotiate postal treaties with foreign nations, and an exclusive legal right to deliver first-class and third-class mail. Indeed, in 2004, the U.S. Supreme Court ruled in a unanimous decision “The Postal Service is not subject to antitrust liability.

In both form and function, it is not a separate antitrust person from the United States but is part of the Government, and so is not controlled by the antitrust laws" such as the Sherman Antitrust Act.

Unlike a state-owned enterprise, the USPS lacks a transparent ownership structure and isn't subject to standard rules and norms that apply to commercial entities. The USPS also lacks commercial discretion and control.

The United States Postmaster General (PMG) is the chief executive officer of the USPS. The PMG is responsible for managing and directing the day-to-day operations of the agency. The USPS is legally obligated to serve all Americans, regardless of geography, at uniform price and quality. However, be aware, while the United States Postal Service can pledge the full faith and credit (an oxymoron) of the bankrupt Government of the United States within their limited foreign jurisdiction; it does not have the authority to pledge the full faith and credit of the American people nor their union of States. Period.

The bottom line is;

* The POSTAL ACCOUNTABILITY AND ENHANCEMENT ACT,formerly 120 STAT. 3198 PUBLIC LAW 109–435—DEC. 20, 2006, is Private Law NOT Public Law. It is annotated in the Congressional Register and the Federal Register. It is not annotated in the Congressional Record or the Federal Record.
* The Governors of the Postal Regulatory Commission (“PRC”) **DID NOT HAVE THE AUTHORITY** to create public law.
* The PRC is decommissioned AND the Offices of the PRC vacated.
* The Universal Postal Union (“UPU”) likewise has been decommissioned AND the **Congress** of the UPU has been terminated.

On November 2nd, 1999, the third (3rd) and final bankruptcy of the United States ended, thus, there is no longer any authority, whether legal or otherwise, for any U.S. state and or U.S. district officer or employee to administer any “tax matters”.

All U.S. states no longer hold usufruct authority, which invalidates any sister-city / sister-state agreements, and all decedents / taxpayers, are subject to *res judicata*, aka, **automatic bankruptcy stay protection**, and as all should be aware, an action cannot be brought against an entity that is under bankruptcy protection, i.e., that is “civilly dead”, in other words, is operating under a “civil disability”; nor can anyone compel payment of a debt from such entity.

Such an action would constitute bankruptcy fraud and tax fraud. Thus, we, i.e., the Americans without “civil disabilities”, demand that these unenforceable (frivolous) “claims” be expunged, as they present a clear and present danger to the physical real property of all North Americans.

Due to your gross negligence, I have authorized that a complaint be filed with the U.S. Securities and Exchange Commission via their **PAUSE Program, as well as, with the U.S. Military JAG officials.** Hopefully, the entities involved in the fraudulent misappropriation of my assets can withstand an audit.

The PAUSE Program lists entities that falsely claim to be registered, licensed, and/or located in the United States in their solicitation of investors. The PAUSE Program also lists entities that impersonate genuine U.S. registered securities firms as well as fictitious regulators, governmental agencies, or international organizations. **See https://www.sec.gov/enforce/public-alerts.**

The UN member treaties (conventions or framework agreements and treaties are all examples of international instruments, which are legal agreements made between countries that are binding) that were promulgated are termed “Law without the state” or transnational stateless law, stateless law, or private legal orderings. It is law made primarily outside of the power of a state. Such law is created as “soft-law”, aka “rules and regulations” by non-state actors, i.e., private citizens. These soft-laws are enforced by violent non-state actors (VNSA), called law-enforcement, police force, or via some other type of licensed officer.

You, in your capacity as County Clerk, hold a fiduciary obligation to safeguard my recorded assets and both you and Name of Governor, doing business as: Name of Governor and Governor of State of New York United States, should both be aware that with the repatriation of the decedent / taxpayer, neither party hold usufruct authority to rent, lease, mortgage, license, pawn, sell, exchange, transfer or give away use of my private real property under any circumstance.

In the United States, the **power of acceptance** is a concept of contract law that follows the mailbox rule. It refers to the power vested in the offeree by the offeror through the offer being made. It is used to determine whether the acceptance of an offer is valid and according to the USPS, acceptance takes effect as soon as a letter is **posted**.

In other words, acceptance takes effect as soon as it is dropped into a post box, postbox or pillar box, as it is called in the UK, or into a mailbox, drop box, letter box, collection box, in the United States, or simply when mail is handed to a postal worker; at which time the post office assumes the role of universal service provider.

Under English (United States) case law, as demonstrated in *Byrne v Van Tienhoven* (1880) 5 CPD 344, an acceptance is complete once the letter of acceptance is posted; that is, once it is in the “possession of thePost Office”; whether or not the offeror actually receives the letter. Even if a letter of acceptance were to be lost, it is still deemed that acceptance has taken place.

A scenario which accounts for the unrelenting legal harassment and legal abuse by United States legal services network providers, where the general principle is that acceptance takes place when communicated. This applies to instantaneous forms of communication, e.g., via telephone, teleconference, fax, etc., and United States trial courts have similarly held that the posting rule does apply to acceptances by telephone, teleconference, fax, etc.; which accounts for the unrelenting “robo-calling” and recent onslaught of “**Zoom**” hearings which takes place upon the posting of a purported claim.

Where parties are at distance from one another, and an offer is sent by mail, it is universally held in the United States that the reply accepting the offer may be sent through the same medium, and if it is so sent, the contract will be complete when the acceptance is mailed. At which point it is deemed to be beyond the acceptor's control.

The theory being that, when one makes an offer through the mail, he/she authorizes the acceptance to be made through the same medium to his/her agent to receive his/her acceptance; that the acceptance, when mailed, is then constructively communicated to the offeror. — Excerpt of an opinion by Judge Kimmelman (718 A.2d 1223).

**Of grave concern, is the fact that United States (British Equity) trial courts require that a “courier”, a non-USPS service provider, be used to deliver process, i.e., a response to their SUMMONS and COMPLAINT. However, due to the agreement (relationship) between the United States Treasury and the Postal Service, a letter of acceptance, rejection or revocation, is not considered "posted" if it is handed to an agent / courier, such as Fedex, UPS or other “private process servers” to be delivered.**

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., 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.

Note: In the Republic of California (***a “republic” cannot exist within a “Republic”***), the California Civil Code applies the mailbox rule to **all** contracts, thus, California follows the minority rule, under which the mailbox rule is treated as the default rule as defined pursuant to option contracts.

In law,knowledge is found where a defendant suspects that circumstances exist and "deliberately decides not to make any further enquiries" in case his/her suspicions prove well founded. **You now possess constructive and imputed knowledge of the unlawfulness of your actions, as well as, the activities of the involved parties to which you hold ultimate responsibility**.

A demand is herein being made to you to fulfil your fiduciary obligations to \_\_\_\_\_ County, by putting an end to the unlawful transfer of assets entrusted to you by the “American People”, as well as; the semantic deceits and legal obfuscations as practiced by United States legal services network providers.

I do not accept any offers to contract.

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

 I, :John-James: Doe**©**,am a North American, a New Yorker, who has attained the age of majority without any civil disability and is demanding that all United States legal services network providers cease and desist from any further legal harassment and legal abuse. Any alleged (*ens legis*) privileges and/or benefits are rejected and waived. Of my free will act and deed, I affix my seal (Right thumb print). Explicitly reserving all rights without prejudice.

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**©**  . : John-James: Doe**©**;suis juris