**Lawful Address Legal Address – Repatriated** : John-James: Doe© John-James: Doe c/o 123 Main Street 123 Main Street Any County, Any State Brooklyn, NY 11201 ***Latitude*** *40° 30′ N to 45° 1′ N;* ***Longitude*** *71° 51′ W to 79° 46′ W – Above Sea Level*

*Note: The use of the ZIP Code is voluntary pursuant to Domestic Mail Services Regulations, Section 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: \_\_\_\_\_\_

To All County Sheriffs:

From: The Sovereign (unincorporated) People

**Re**: New York Judiciary (JUD) CHAPTER 30, ARTICLE 23 – REPEALED 9-22-2014

**Public Notice of Putative Fraud and Dishonest Service** with aDemand for a Public Inquest due to Conflicts of Interests “*for immediate public release”*

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

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.** For instance, the village or borough of Brooklyn is coterminous with, but is NOT Kings County, New York state. In the United States, when the boundaries of a township are coterminous or contiguous with the boundaries of a city, borough or village, the township ceases to exist as a separate government.

This is accomplished by creating a “paper-township” using a legal maneuver known as “withdrawal”, whereby a municipality may request that the board of county commissioners modify the overlapping township's boundaries to exclude the municipality, and since the entire county must be covered by townships, the board simultaneously erects a new township coextensive with the municipality. The township effectively never exists because its government is immediately abolished.

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 but excludes the Hawaiian Islands and all Territories of the United States in the Caribbean and the Pacific.

**The parties involved in the indexed claims annotated on the Civil Court of the City of New York’s website, are not corporations either *de jure* or *de facto*. They are bankrupt obligations of the Government of the United States and or the State(s) of New York and consequently not entitled to sue or be sued. The state cannot sue itself and a**n action cannot be brought against an entity that is insolvent and or is under bankruptcy protection, i.e., that is “civilly dead”; nor can anyone compel payment of a debt from such entity.

TAKE NOTICE, the federal and or state franchise was repatriated back to the U.S. Department of the Treasury and administrative notice was sent via USPS certified mailing to the State Regional IRS and GSA Offices at the addresses indicated on the Internal Revenue website. It is now the sole responsibility of the federal United States Attorneys, e.g., for the Eastern, Northern, Southern and Western Districts of New York, i.e., Breon S. Peace; Carla B. Freedman; Damian Williams and Trini E. Ross, respectively to address this matter on behalf of the government of the United States and or local United States district attorney for Brooklyn (Kings), Queens, The Bronx (Bronx), Staten Island (Richmond) and Manhattan (New York), e.g., Eric Gonzalez; Melinda Katz; Darcel D. Clark; Michael McMahon and Alvin Bragg. Copy of USPS IRS 8822 certified mailing receipts attached.

**United States district attorney f/k/a United States attorney**

On Sept. 1, 1948, the United States government substituted ‘United States attorney’ for ‘district attorney’. See section 541 of Title 28, Judiciary and Judicial Procedure. “**US** District Courts” are not operating under any Constitutional power whatsoever.

In the United States, a district attorney (DA), county attorney, state's attorney, prosecuting attorney, commonwealth’s attorney, state attorney or solicitoris the chief prosecutor and / or chief law enforcement officer representing a U.S. state in a local government area, typically a county or a group of counties.

The exact name and scope of the office varies by state. Alternative titles for the office include county attorney, solicitor, or county prosecutor. Generally the prosecutor represents the people of the jurisdiction and in many states their authority stems from the state constitution.

The prosecution is the legal party responsible for presenting the case against an individual suspected of breaking the law, initiating and directing further criminal investigations, guiding and recommending the sentencing of offenders, and are the only attorneys allowed to participate in grand jury proceedings. The prosecutors decide what criminal charges to bring, and when and where a person will answer to those charges. In carrying out their duties, prosecutors have the authority to investigate persons, grant immunity to witnesses and accused criminals, and plea bargain with defendants.

A district attorney or state attorney leads a staff of prosecutors, who are most commonly known as assistant district attorneys (ADAs) or deputy district attorneys (DDAs) in states which have state attorneys the staff attorneys are usually referred to as Assistant State Attorneys (ASAs). Most prosecutions will be delegated to ADAs, with the district attorney prosecuting the most important cases and having overall responsibility for their agency and its work. Depending upon the state's law, DAs may be appointed by the chief executive of the jurisdiction or elected by local voters. Most criminal matters in the United States are handled in state judicial systems, but a comparable office for the United States Federal government is the United States Attorney.

This term for a prosecutor originates with the traditional use of the term "district" for multi-county prosecutorial jurisdictions in several U.S. states. For example, New York appointed prosecutors to multi-county districts prior to 1813. Even after those states broke up such districts and started appointing or electing prosecutors for individual counties, they continued to use the title "district attorney" for the most senior prosecutor in a county rather than switch to "county attorney".

The name of the role of local prosecutor may vary by state or jurisdiction based on whether they serve a county or a multi-county district, the responsibility to represent the state or county in addition to prosecution, or local historical customs (customary law). *District attorney* and *assistant district attorney* are the most common titles for state prosecutors, and are used by jurisdictions within the United States including California, Georgia, Massachusetts, Nevada, New York, North Carolina, Oklahoma, Oregon, Pennsylvania, Texas, and Wisconsin.

*State's attorney* or *state attorney* is used in Connecticut, Florida state attorney Illinois, Maryland, North Dakota, South Dakota, and Vermont.

In Maryland, the roles of Assistant and Deputy are reversed from those used in "District Attorney" jurisdictions, with Deputy State's Attorney being the primary subordinate to the elected State's Attorney and Assistant State's Attorneys (ASA) being the line-level prosecutors of the office.

In Kentucky and Virginia, the title is *commonwealth's attorney*. Commonwealth's attorneys are elected in their respective jurisdictions in both Virginia and Kentucky for terms of four years and six years, respectively.

*Solicitor*, or more fully a *circuit solicitor*, is the term South Carolina uses to refers to its prosecutors. One solicitor is elected for each of the state's 16 judicial circuits, consisting of two to five counties. Appointed assistants to a circuit solicitor are *assistant solicitors*.

In St. Louis, Missouri, which uses Private Military Companies (PMC) the title is ***circuit attorney***, while in St. Louis County, Missouri, the title is *prosecuting attorney*.

Note: Private military companies refer to their business generally as the "private military industry" or **"The Circuit"**,

**UNITED STATES DISTRICT COURTS**

All UNITED STATES DISTRICT COURTS are ecclesiastical courts --- Star Chambers, Inquisitions --- run under the auspices of the Roman Municipal Government and its franchises. All United States District Courts are run as private corporate tribunals under the auspices of the British Crown Corp and they have no power to address anyone or anything but British Crown Corp officers, employees, dependents, and franchisees, and that the “judges” that administer them are mere “Jurists” --- hired under contract to give opinions about law without having any public office or power at all.

Further, U.S. District Courts” are not operating under any Constitutional power whatsoever. All UNITED STATES DISTRICT COURTS are ecclesiastical courts --- Star Chambers, Inquisitions --- run under the auspices of the Roman Municipal Government and its franchises, which is currently in chapter 11 bankruptcy and is being liquidated. They are all run as private corporate tribunals under the auspices of the British Crown Corp and they have no power to address anyone or anything but British Crown Corp officers, employees, dependents, and franchisees, and the “judges” that administer them are mere “Jurists” --- hired under contract to give opinions about law without having any public office or power at all. The bankruptcies of both the territorial and municipal government services corporations should have initiated equitable set-off via “Insolvency set-off(s)” of all debts.

**Set-Off** or **Netting**

In law, set-off or netting are legal techniques applied between persons with mutual rights and liabilities, replacing gross positions with net positions. It permits the rights to be used to discharge the liabilities where cross claims exist between a plaintiff and a respondent. The result being that the gross claims of mutual debt produces a single, net claim. The net claim is known as a net position. In other words, a set-off is the right of a debtor to balance mutual debts with a creditor. In bookkeeping terms, set-offs are also known as reconciliations. To determine a set-off, simply subtract the smaller debt from the larger. Any balance remaining due either of the parties is still owed, but the remainder of the mutual debts has been set off. The power of net positions is to reduce credit exposure, also holding regulatory capital requirement and settlement advantages, which contributes to market stability. In regard to the financial market, net positions are vital.

Whilst netting and set off are often used interchangeably, the legal distinction is made between netting, which describes the procedure for and outcome of implementing a set off. By contrast set off describes the legal bases for producing net positions. Netting describes the form such as **novation netting**, or **close-out netting**, whilst set off describes judicially recognized grounds such as **independent set off** or **insolvency set off**. Therefore, a netting or setting off gross positions involves the use of offsetting positions with the same counter-party to address counter-party credit risk. This is to be differentiated from hedging which uses offsetting positions with multiple parties to mitigate risk.

**The law does not permit counter-parties to use third party debt to set off against an un-related liability**. All forms of set off requires mutuality between claim and cross claim. This protects property rights both inside insolvency and out, primarily by ensuring that a non-owner cannot benefit from insolvency. The primary objective of netting is to reduce systemic risk by lowering the number of claims and cross claims which may arise from multiple transactions between the same parties. This prevents credit risk exposure, and prevents liquidators or other insolvency officers from cherry-picking transactions which may be profitable for the insolvent company.

**United States bankruptcy courts**

United States bankruptcy courts are the one example of a US federal court which operates as a court of equity. [*In theory*].

**United States common law jurisdictions**

Some common law jurisdictions—such as the U.S. states of Delaware, Mississippi, New Jersey, South Carolina, and Tennessee—preserve the distinctions between law and equity and between courts of law and courts of equity; or, as is the case in New Jersey, between the civil and general equity divisions of the New Jersey Superior Court.

**Insolvency Act 1986**

Under section 323 of the Insolvency Act 1986 where a person goes into bankruptcy or a company goes into liquidation mutual debts are automatically set-off. This is a mandatory operation in bilateral situations. Whether the debt is liquidated or unliquidated does not matter, and the set-off will apply to future or contingent claims if the debts are provable. Insolvency set-off operates on liquidation and administration, where the administrator gives notice of his intention to make a distribution.

**Note:** There can be no “Public Law” without a public and all the simulated legal processes that are currently taking place in the “public court rooms” across America are actually involuntary bankruptcy proceedings, which are being played out in plain sight of the public at large by unlawful, unscrupulous, immoral and financially bankrupt commercial pirates, who are either too depraved, too greedy, or too stupid to be able to differentiate between public and private or between real money and fiat currency / Federal Reserve Notes “FRN; which are essentially worthless IOUs”.

The controlling British law summation from Foreign and Domestic Law -- a Concise Treatise on Private International Jurisprudence, by John Alderson Foote:

* "The 'right of expatriation' is not, perhaps, the happiest of phrases, but it is manifest that the feudal theory of indissoluble allegiance had become an anachronism, and a Royal Commission was appointed in May 1868 to inquire into the English laws of naturalisation and allegiance generally."
* "As to domicil for testamentary purposes, or with relation to succession to personal property on intestacy, the law has been considerably modified …”
* "British subjects dying in a foreign country shall be deemed for all purposes of testate or intestate succession as to movables to retain the domicil they possessed at the time of going to reside in such foreign country, unless they have resided in such foreign country for a year at least, and shall have made a formal and public written declaration of an intention to become domiciled there.”
* "Domicil being a question of fact, it is not competent for individual States to enact restrictions upon, or facilities for, its acquisition; and such enactments should not, in the tribunals of other States, obtain recognition."
* "The principle that laws are commands addressed to persons, which has been referred to above, («) renders it important to consider what entities come within that term."
* "With regard to any particular municipal law, a foreign State must be regarded as occupying a position closely analogous to that of a foreign corporation; the personality of the latter being conferred upon it by its own municipal law, while that of the former is created by the public law of nations.”
* "Foreign States, or bodies politic created by international law, occupy a position analogous to that of foreign corporations. In the case of monarchical governments, the Sovereign may be regarded as a corporation sole, representing the State; in the case of democratic or republican governments, the State itself, under its international name or style, as a body politic, may be regarded as a corporation aggregate."
* "Neither a personal Sovereign nor a body politic (or State) may be sued in an English Court, unless the privilege of sovereignty has been waived, expressly or impliedly, by voluntary submission to the jurisdiction or otherwise."

**Article III, Section 2 of the U.S. Constitution**

Judicial power originally came from Article III, Section 2 of the U.S. Constitution and gave the People Foreign Sovereign Immunity. The United States Judiciary Act of 1789 (“the Act of 1789”) eliminated the Judicial Branch of the Government of the United States and created the Offices of Attorney General and Prosecutor along with the “inferior courts”.

The Act of 1789 also removed all “judicial power” from the inferior U.S. state, i.e., lower district courts and the prosecutor’s office as well as from all court officers in law, equity, and so forth and makes a foreign state separate from the position of the Public Office positions..

All State courts operate under “Color of Legality”. The authority delegated by Article III, Section 2 of the Constitution for the United States of America was amended and revoked by the Eleventh Amendment on February 5th, 1795.

The Eleventh Amendment removed all “Judicial Power” from any hearing adjudicated by the federal and or state Attorney General and or Prosecutor, turning it into an Administrative hearing with no “judicial power” to rule in or on law, equity, treaties, contract law or issues between the State or the UNITED STATES and its People. In short, it removed the right of the State to bring suit against the People.

When the Eleventh Amendment removed “Judicial Power” from the Courts, it also removed “judicial power” from the prosecution and any prosecution done in law, equity, contract law, treaties or claims by the State against the People now constitutes Putative Fraud and Dishonest Service due to the salary contract that the public official has with the People to perform his/her duties as a Hearing Officer and Prosecution Officer.

The contracts of these Public Officers are private contracts under the Constitution, Article I, II, and III and under the Compensation clause for services to the People. It is a fact that a pleading cannot be placed before a court without “judicial power” and 12(b)(1) or 12 (b)(2) of the FRCP, and the Civil Rules of Procedure, clearly defines why there is no “judicial power” before which to make such a pleading. New York and California do not use the Federal Law Model (“FRCP”). Both jurisdictions follow the “Model Law on Cross Border Insolvency”. They co-mingled their local trial court systems into one “unified system”.

The frivolous claims on file at the New York City Civil Court website, should have been dismissed at inception no less, due to the FACT, that there is no case for the defendant to answer or no case to answer to. No case to answer is a justiciable defense in the criminal law of some Commonwealth states, whereby a defendant seeks acquittal without having to answer, i.e., present a defense, because of the insufficiency or frivolousness of the prosecution's case.

It is beyond any reasonable doubt that the plaintiff's case is insufficient to prove lawful authority or even legal liability, and restitution of the mis-appropriated real and or personal property, is being demanded, due to lack of judicial power and jurisdiction by the local justices of the peace to issue any writs, warrant and or orders for eviction.

A grant of sweat equity to the Complainant(s) for labor and time used to address this frivolous claim at a rate to be determined, is also being demanded, along with full restitution for all valid trades executed under our CUSIP numbers; with Payment due in Full at time of dismissal of this hearing, i.e., at end of trading.

**Now invitations are being extended by these morally and financially bankrupt degenerates to attend “inquests”? WTF … WHO DIED**! Sample of “inquest” from New York Civil Court, will be provided at inquest.

A tribunal must immediately be convened as “administrative” under Congressional mandate S.7, 60 Stat 237 of the Administrative Procedure Act of 1946, so that the Complainant can set forth such claim of injury under, R.I.C.O., threat of a firearm to compel Complainant, threat of extortion, threat of incarceration (kidnapping), misuse of emergency powers, threat of assault with intent to injure, violation of domestic terrorism, defalcation, breach of Constitutional obligations and contract-default violations increasing the public debt.

If these acts of domestic terrorism against Americans, i.e., New Yorkers, by non-state actors, are occurring within the various counties of New York state, the likelihood of them occurring within other states is beyond merely probable, and therefore MUST be investigated by the Sheriffs within those jurisdictions or they should face impeachment.

As you are all fully aware, the federal and state positions of Attorney General and Prosecutor, of both the United States and the several states, come under the **Executive branch** not the Judicial branch of the government of the United States.

***qui facit per alium, facit per se:*** "*he who acts through another, acts personally*"

It is the 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 officers and employes.

It is a breach of each Sheriff’s fiduciary responsibility as elected officials, to authorize private men and women, doing business as; state marshals, pursuant to 14th Amendment, Section 4 bounty, to engage in legalized home invasions, termed evictions, within their jurisdictions. These legalized home invasions are akin to “horse stealing” and should carry the same penalties for all those involved.

The duly elected and unlicensed Sheriff alone by his/her own authority, is authorized to assemble a common law jury, called a Grand Jury; to investigate any claims involving any Sovereign, that is, any unincorporated / living man or woman within the County.

**In the United States,** the Grand Jury is an instrument subject to the jurisdiction (legal authority), right and whim of the prosecuting attorney, not the sheriff, whose role is that of a mere process server.

Within the land jurisdiction, the Sheriff holds ultimate authority and is ultimately responsible for themanyfarce being perpetrated by the local corporate government via their usurpation of our Justice system, with their doppelganger legislative tribunals or judiciary, wherein the prosecuting attorney has coopeted the role of the Sheriff and controls the entire proceeding, along with determining who testifies; while the judge or referee for the most part, instructs their members, in the role of *qui tam* whistle-blowers, regarding what the rules and regulations (precedents) are. Meanwhile, the members of the sitting panel are always denied the opportunity to view the actual positive law.

**The fact is that all governments are corporations and are responsible for the creation of more than 800 thousand laws called statutes, which are designed to control the Sovereign people of America. Just like the King; these statutes cannot be enforced against the Source of Law, which are the living, breathing, flesh and blood Sovereign people.**

The Complainant(s) places a 14th Amendment, Section 4 bounty against the plaintiff(s) and against the public debt and demands $150 million dollars for each such contractual violation against the public debt, plus any amount of public debt accrued by involved private party(s) in such a contractual agreement between that party and the Complainant at such time and place that is agreed upon to conduct such contractual agreement.

Such public debt then shall be paid to the Complainant in FULL at the time and place specified, upon the conclusion of such agreement by the party(s) entering into such contractual agreement. The plaintiff has now created more public debt which now needs to be reimbursed to the public.

The citizen’s share of the debt owed is to be calculated, which is to be paid to the complainant as their part of this public debt. The Complainant will remind the Hearing Officer, i.e., the Sheriff, of a “sanction” for such violation under Administrative Procedure, Title 5, USC, Section 551, which includes repaying the public debt under 14th Amendment bounty by the immediate removal from office of the Plaintiff, along with all other involved parties, loss of benefits, loss of performance bonds and any other bond to that position to pay the public debt, as well as full restitution of all wages collected when perpetrating judicial fraud, and “LOSS” of the plaintiff and other parties’ property such as homes, vehicles, bank accounts, stock share in all court cases due to insider trading, illegal gain of such items by way of fraud perpetrated on the Complainant(s). All of this creates public debt by the Plaintiff and the courts and parties by this action against the Complainant(s).

In the matter of conscription or forced immigration into United States jurisdiction, via United States Postal Service (USPS) paper or fictitious addresses, pursuant to Internal Revenue Code Title 26 - Subtitle F - Chapter 79 - Section 7701(39) - Persons residing outside United States D.C.:

If any citizen or resident of the United States does not reside in and is not found in any United States judicial district, such citizen or resident shall be treated as residing in the District of Columbia, for purposes of any provision of this title relating to — (A) jurisdiction of courts, or (B) enforcement of summons. This is accomplished via the use of “paper addresses”; which is only authorized for use by the U.S. Census Bureau for decennial census and statistical takings. Compulsory “citizenship” does not exist.

**Pursuant to Title 6 Part 9, 72 Del. Laws, c. 401, §1: § 9-307(h), United States is located in the District of Columbia.** Any purported immunities, indemnifications and or limited liability being alleged by the involved parties via licensing and or registration, is strictly limited to the ten (10) mile square of United States, D.C., where the U.S. Congress exercises plenary legislative authority and as you are all aware, the United States is not a land or a place: ‘It is a corporation, a legal fiction that existed well before the Revolutionary War.’ See: Republica v. Sween, 1 Dallas 43 and **28 U. S. C. 3002 (15**).

Further, by virtue of the Supremacy Clause of the U.S. Constitution, art. VI, cl. 2, and sovereign immunity, a state or local court does not have authority to subpoena a federal agency and/or its employee(s) for official information in a proceeding to which the United States is not a party. Rather, the proper method for a party in a state court action to seek official information from a non-party federal agency and/or one of its employees is to request the information under the agency’s “Touhy” regulations. See United States ex rel. Touhy v. Ragen, 340 U.S. 46 (1951). I/we do not consent to be a party to any frivolous tax claims.

This information is also retrievable at the U.S. Department of State at 22 C.F.R. Part 172. Copy of notice enclosed.

**New York Judiciary (JUD) CHAPTER 30, ARTICLE 23 – REPEALED**

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.

“Anyone entering into an arrangement with the government takes the risk of having to accurately ascertain that he who purports to act for the government stays within the bounds of his authority, even though the agent himself may be unaware of the limitations upon his authority.” Federal Crop Insurance v. Merrill, 332 U.S. 380 (1947).

**Article VI of the New York Constitution**

The housing part and its housing judges were created on April 1, 1973. In *Glass v Thompson* the Appellate Division held the appointment of "hearing officers" to preside over non-jury trials in the housing part was constitutional, suggesting that although they were able to preside over housing matters and exercise judicial functions, their office was distinct from that of a judge of the Civil Court because they are essentially referees; that is, nonjudicial officers of the court appointed to assist it in the performance of its judicial functions. **In short, they lack the judicial authority to deprive anyone of their real and or personal property.**

In 1978 the hearing officers were renamed as "housing judges" with the intent to improve their stature, though they "are still nonjudicial officers of the court". Referees known as "**housing judges**" preside over most proceedings. Housing Court judges handle the housing parts of the New York City Civil Court system but are not judges provided for under Article VI of the New York Constitution. They are appointed by the Chief Administrative Judge, to five-year terms from a list of qualified applicants screened and selected by the Housing Court Advisory Council.

**Statutory Removal by Legislation of a Civil Right**

A **statute** is a formal written enactment of a legislative authority that governs the legal entities of a city, state, or country by way of consent. Typically, statutes command or prohibit something, or declare policy. Statutes are rules made by legislative bodies; they are distinguished from case law or precedent, which is decided by administrative law judges (tribunals), and rules and or regulations issued by government agencies.

Civil and political rights are a class of rights that protect an individual’s freedom from infringement by governments, social organizations, and other private individuals. They ensure one's entitlement to participate in the civil and political life of society and the state without discrimination or repression. In law, the removal by legislation of a civil right constitutes a "**civil disability**" and within the United States, Americans are persecuted in accordance with this “civil disability” under the ADA.

“**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).

The mere fact that a police officer, magistrate, judge, sheriff, real estate agent, other public officer or any other agent, etc., who are all licensed state employees and or sub-contractors acting under color of state law or even upon probable cause, might attempt to serve a notice on a living man or woman in no way diminishes that man’s or woman’s authority and unalienable right not to contract, and to demand and receive compensation for any takings of his or her time and liberty in the event that the man or woman did not consent to the transaction.

In the event that a man or woman does not consent to a particular action and calls a “time out,” the liability clock starts ticking for the police officer, magistrate, judge, sheriff, real estate agent, other public officer or any other agent.

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

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 judicial district officer or employee to administer any “tax matters”. There are no remaining public federal employees in America! All employees who are believed to be a part of America’s government, are actually agents of a foreign government and this definition goes all the way to the very top of the hierarchy.

All federally elected officials, appointed administrators, federal police and Judges; receive their paychecks through the Office of Personnel Management (OPM). OPM is a division of the International Monetary Fund, which is owned by the Rockefeller and Rothschild families and their Banking Empires, which operates in tandem with the United Nations. The IRS and Interpol; are owned by the International Monetary Fund, which has been identified in an earlier version of the U. S. Army Manual, as a Communist Organization!

The corporate governments and their courts, only have jurisdiction over corporations. Any American, who does not know how to assert their beneficiary status; are treated by the government and their courts, as a corporate fiction. Corporations have no rights or jurisdiction over living people and are only provided considerations,which have been pre-negotiated in contracts by their directors. Otherwise, they’re governed totally by commercial law.

The bottom line is that all U.S. states no longer hold usufruct authority, perpetual or otherwise; 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 assets of all North Americans.

**County Sheriff**

You, in your capacity as County Sheriff, hold a fiduciary obligation to safeguard the borders between the United States and in this instance, New York state, along with our recorded assets, and both you and Kathy Hotchul, doing business as: Kathy Hotchul and Governor for the regional state of New York United States, should both be aware that with the repatriation of the decedent / taxpayer / state franchise, neither party hold usufruct authority to rent, lease, mortgage, license, pawn, sell, exchange, transfer or give away use of my private real and or personal property under any circumstance.

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, including the County Clerk, who was not authorized to register my real and or personal property with the City of New York.**

A demand is herein being made to you to fulfil your fiduciary obligations to Kings County, by putting an end to the unlawful transfer and registration of our assets with the City of New York, 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.

IRS Form 8822 “Change of Address”, was posted 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 Administrator nor receiver of process for the State franchise. It is the Petitioner’s 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 any tax matter. The repatriation also created an estoppel against any further licensing by the regional states 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”.**

The United States Constitution was converted into a Trust and the legal definition of a Trust is: “A legal obligation with respect to property given by one person (donor), to another (trustee), to the advantage of a beneficiary (Americans).” The property in this Trust includes all land, all personal possessions and our landed estate or physical body. The donor of the Trust is the King of England and the Holy Roman Church. The Trustee’s are all federal and state public officials, which means that they truly are Agents of a foreign power, the King and the Vatican.

This is the process that occurs when a deed is recorded into the County Clerk’s office and a quitclaim, i.e., a private transfer is made between the clerk and the municipal government. However, a quitclaim deed, is a mere legal instrument that is used to transfer an interest, called a security interest, in real property but not ownership of the actual physical property. For example, a sheriff’s deed or referee’s deed is a type of quitclaim deed. In order for the deed to be transferred, the sheriff or referee can only transfer any interest the U.S. state may have in the real property.

The entity transferring its interest is called the *grantor,* and when the quitclaim deed is properly completed and executed, **it transfers any interest** (only) the grantor has in the property to a recipient, called the *grantee.*

**The Voided Public Trust**

The reason the Constitution was converted into a Trust is because, as a non-trust business plan; The Constitution completely bound the hands of the government officials! By converting it into a Trust, the public officials; were then free to make any changes they desired to this government, without their constituents knowledge! The rules of a Trust are secret and no trustee can be compelled to divulge those rules, and the rules can be changed by the trustees without notice to the beneficiary!

The one pitfall confronting them and their plan was the fact that by converting the Constitution into a Trust, our public officials had to legally assign a beneficiary; and the beneficiary chosen could not offend or be in contrast to the numerous International Treaties that were in force.

The public officials wanted to stay in control of the Trust as the **trustees;** however, a trustee cannot also be a **beneficiary!** So even though the Constitution was never designed or written for the Sovereign American people; they unknowingly became the beneficiary of this secret Trust and hence, the creation of the “propaganda” regarding our Constitutional Rights!

**Public Inquest Demand**

Due to the plethora of unlawful attachments to private American assets being perpetrated by United States Postal Service officers and or employees, doing business as; private non-state actors, and who are fully aware that state courts are not subordinate to federal district courts, we are remanding this back to your jurisdiction(s) and commanding you all to secure our state borders.

A demand has already been submitted for a public inquest to determine how and why you permitted these egregious acts to occur under your watch.

**Clause 1 of Section 2 of Article Three of the United States Constitution**

Although the United States Constitution and federal laws override state laws where there is a conflict between federal and state law, **state courts are not subordinate to federal courts**.Rather, as instruments of separate sovereigns (*under the U.S. system of dual citizenship*), they are two parallel sets of courts with different but often overlapping (*coterminous*) jurisdiction. One is public the other private and as the U.S. Supreme Court recognized in *Erie Railroad Co. v. Tompkins* (1938), no part of the federal Constitution actually grants federal courts the power to directly decide the content of state law. Further, Clause 1 of Section 2 of Article Three of the United States Constitution describes the scope of federal judicial power, but only extended it to "the Laws of the United States" (private) and not the laws of the several or individual states (public).

The U.S. Supreme Court can but is not required to review final decisions of state courts, after a party exhausts all remedies, up to a request for relief from the state’s highest appellate court, if the Court believes that the case involves an important question of federal law.

Due to the silence in the United States Constitution, as well as Section 25 of the United States Judiciary Act of 1789 and successor sections, the Court cannot and *never* reviews decisions of state courts that depend entirely on the resolution of a state law issue; there *must* be an issue of federal law, such as the federal constitutional right to due process, implicit in the state case before the Court will even agree to hear it, and since there really is no such issue in the vast majority of state cases, the decision of the state supreme court in such cases is effectively final, as any petition for certiorari to the U.S. Supreme Court is summarily denied without comment.

Unfortunately, remedy is not available in any United States “local” trial court system. For example, Janet DiFiore, who was doing business as; Chief Administrative Law Judge for New York State, held superior responsibility and pertaining to her over-riding endorsement of the June 2018 uniform statewide **Practice Rules of the Appellate Division** that was promulgated by the Presiding Justices of the Appellate Divisions; which became effective in September 2018 and are codified **outside of the CPLR** in **22 N.Y.C.R.R. Part 1250**, enabled the four Departments of the New York Appellate Court system the authority to retain the ability to **supplement** and *in* “*special cases*” even **supersede** the uniform rules **by promulgating rules of their own.**

This blatant and egregious denial of remedy, is grounds for impeachment and or imprisonment, for this appears to be the enabling act that is the root cause of the continued legal harassment, legal abuse and blatant theft of the real and or personal property of New Yorkers, by US legal service network providers.

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

In law, the removal by legislation of a civil right constitutes a "**civil disability**" and within the United States, Americans are persecuted in accordance with this “civil disability” under guise of the ADA.

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).

Ultimately, 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.

## **U.S. SEC** **PAUSE Program**

I have authorized that a complaint be filed with the U.S. Securities and Exchange Commission via theirPAUSE Program, as well as, with the U.S. Military.Hopefully, the entities involved in the fraudulent misappropriation of my assets can withstand an audit and or inquest.

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 attachment***.**

**Soft Law – Stateless Law – Private International Law**

UN member treaties, i.e., conventions or framework agreements and treaties are all examples of international instruments, which are legal agreements made between countries that are binding on its member states. These international instruments 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 sheriffs, marshals, law-enforcement, police force, or via some other type of privately licensed officer.

**United States Postal Service (USPS)**

The United States Postal Service (USPS) is a private independent agency of the executive branch of the United States government. It has no authority to seize the real and or personal property of any North American, for international transportation into the foreign jurisdiction of the United States, D.C.. A postal service can be private or public, though many governments place restrictions on private systems. Since the mid-19th century, national postal systems have generally been established as a government monopoly, with a fee on the article prepaid. Proof of payment is usually in the form of an adhesive postage stamp, but a postage meter is also used for bulk mailing.

The USPS is responsible for the collection, transportation, and delivery of the mails, and for the operation of thousands of local post offices (franchises) across the country. The U.S. Post Office has exclusive access to letter boxes marked "U.S. Mail" and personal letterboxes in the United States. A letter box, letterbox, letter plate, letter hole, mail slot or mailbox is a receptacle for receiving incoming mail at a private residence or business, e.g., via a P.O. box (incoming) or PO Box (outgoing).

The deliberate refusal by the USPS to use license plates on their mail trucks is deemed prima facie evidence that they are ONLY delivering mail within the exclusive territory of District of Columbia United States. That presumption is easily rebuttable via GPS tracking. The Houston city government stated on its website: "The U.S. Postal Service establishes ZIP codes and mailing addresses to maximize the efficiency of their system, not to recognize jurisdictional boundaries."

**The United States Postmaster General (PMG)**

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. The PMG holds ALL bank charters and has a duty of care as fiduciary for the Priority Creditors, i.e., the American people and demand notices were posted to him to please inform his officers, employees, and local USPS franchise owners, to cease and desist from mis-directing any mis-addressed bills of attainder to my dwelling-place, which are clearly intended to be delivered within the limited jurisdiction of the District of Columbia United States.

**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 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. 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 USPS is commonly referred to as the Post Office, U.S. Mail, or Postal Service. It 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**.

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 conveniently 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. In short, though it holds a secured status due to the national security interest attached to it, the USPS also lacks commercial discretion and control.

**USPS Power Of Acceptance**

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 or 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. Another 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 some United States local trial courts require that a “courier”, i.e., a non-USPS service provider, be used to deliver process for a SUMMONS and COMPLAINT. However, due to the agreement or 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.

**USPS is the Landlord or Landowner to whom “rent” is owed**

In the United States, renting a PO box has traditionally been the only way to receive mail outside the limited territory of the United States. In the United States, PO Boxes (outgoing) are generally available through the United States Postal Service (USPS). In short, the “rent” is on the PO Box. Renting, also known as hiring or letting in the UK, is an agreement made for the temporary use of a good, service or property that is owned by another, and property is a system of rights, called entitlements, that gives people legal control of valuable things. It also refers to the valuable things themselves.

Depending on the nature of the property, an owner of property may have the right to consume, alter, share, redefine (easement), rent (letting), mortgage (security interest), pawn (hypothecate), sell (deliver a service), exchange (barter), transfer (redistribution of income or wealth), give away (gift), or destroy it, or to exclude others from doing these things, as well as to perhaps abandon (lose) it; whereas regardless of the nature of the property, the owner thereof has the right to properly use it under the granted property rights or entitlements.

A landowner is the holder of the estate in land or holder of an interest in real property, with the most extensive and exclusive rights of ownership over the territory, simply put, the owner of land. In the United States the United States Postal Service is the landowner.

The legal concept of land tenure or feudal system, originated in the Middle Ages. A landowner is the holder of the estate in land with the most extensive and exclusive rights of ownership over the territory. They dole out portions of their land to lesser tenants who in turn divided it among even lesser tenants. This process—that of granting subordinate tenancies—is known as subinfeudation. In this way, all individuals except the monarch did hold the land "of" someone else because legal ownership was with the superior monarch, also known as overlord or suzerain. The infamous Magna Carta for instance was a legal contract based on the medieval system of land tenure. The concept of tenure has since evolved into other forms, such as leases and estates.

The USPS issues a gross lease for their rental property. A gross lease is when the tenant, i.e., the renter or lessee, pays a flat rental amount and the **landlord** pays for all property charges regularly incurred by the ownership. An example of renting is PO Box rental, wherein the USPS assumes the role of landlord.

A **landlord** is the owner of a house (*residence*), apartment (*unit or flat*), condominium (*living space*), land, or real estate (*security interest*) which is rented or leased to an individual or business, who is called a tenant (*lease hold estate*), also known as *lessee* or *renter*. As part of the agreement to rent a PO Box, if the PO Box is used for business, the Post Office will provide, upon request, the geographical (street) address of the business.

**When a juristic, that is, a legal person is in this position, the term landlord is used, and there is typically an implied, explicit, or written rental agreement or contract involved to specify the terms of the rental, which are regulated and managed under contract law.** Examples include letting out real estate (*security interest in real property*) for the purpose of housing tenure, where the tenant rents a residence to live in, parking space for a vehicle(s), storage space, whole or portions of properties for business, agricultural, institutional, or government use, or other reasons.

**A Tenant**

When renting real estate (security interests), the person(s) or party who lives in or occupies the real estate is often called a tenant, paying **rent** (*a lease hold*) to the owner of the property, often called a landlord (*or landlady*), and the real estate rented may be all or part of almost any real estate, such as an apartment (*unit or flat*), house, building, business office(s) or suite, land, farm, or merely an inside or outside space to park a vehicle, or store things all under Real estate law.

**A Lease**

The USPS tenancy agreement for real estate is often called a **lease**, and usually involves specific property rights in real property, as opposed to chattels (*personal property*). The ***time use of a chattel*** or other so called "personal property" is covered under general contract law, but the term ***lease*** also nowadays extends to long term ***rental contracts*** of more expensive non-Real properties such as, PO Boxes, automobiles, boats, planes, office equipment and so forth. The distinction in that case is long term versus short term rentals.

Rental of personal property or real property for periods often longer than a year, which is governed by the signing of a lease, is known as leasing or lease hold. Leasing is usually used for high-value capital equipment, both in business and by consumers. A lease in which the renter benefits from an increase in value of the asset is known as a finance lease. A leasing agreement which is not a finance (capital) lease is known as an operating lease or lending / letting agreement. A rental agreement may provide for the renter or lessee to become the owner of the asset at the end of the rental period, usually at the renter's option on payment of a nominal fee, such as a private transfer fee.

**Land Tenure or Customary Ownership**

**To be clear and to remove any further “hedging” on the part of any United States Postal Service officers and employees.** The USPS does not hold any land tenure against our real property.

In common law systems, land tenure, from the French verb "tenir" means "to hold". It is the legal regime in which land owned by an individual is possessed by someone else who is said to "hold" the land, based on an agreement between both individuals.

In politics, a regime or "régime" is the form of government or set of rules, cultural (customary) or social norms, etc. that regulate the operation of a government or institution and its interactions with society.

According to Yale professor Juan José Linz there a three main types of political regimes today: democracies, totalitarian regimes and, sitting between these two, authoritarian and hybrid regimes. In global studies and international relations, the concept of *regime* is also used to name **international regulatory agencies** which lie outside of the control of national governments. In short, regimes can best be defined as sets of protocols and norms embedded either in institutions or institutionalized practices – formal such as states or informal such as the "liberal trade regime" – that are publicly enacted and relatively enduring.

Land tenure determines who can use land, for how long and under what conditions. Tenure may be based both on official laws and policies, and on informal local customs, insofar higher law does allow that. In other words, land tenure implies a system according to which land is held by an individual or the actual farmer of the land but this person does not have legal ownership.

Land tenure determines the holder's rights and responsibilities in connection with their holding. The sovereign monarch, known in England as **The Crown or The City of London**, held land in its own right. All land holders are either its tenants or sub-tenants.

**Allodial title**

All land in America is held in allodial title. Allodial title is a system in which real property is owned absolutely free and clear of any superior landlord or sovereign.

True allodial title is rare, with most property ownership in the common law world, i.e., Australia, Canada, Ireland, New Zealand, United Kingdom, United States being in fee simple. The fees were often lands, land revenue or revenue-producing real property, typically known as **fiefs** or **fiefdoms.**

Allodial title is inalienable, in that it may be conveyed, devised, gifted, or mortgaged by the owner, but it may not be distressed and restrained for collection of taxes or private debts, or condemned as with eminent domain, by the government.

**Allodial tenure seems to have been common throughout northern Europe, but is now unknown in common law jurisdictions apart from the United States, Scotland and the Isle of Man**.

An allod could be converted into a fief, by the owner surrendering it to a lord and receiving it back as a fief. Allodial land title is common in the Isle of Man which has laws with Nordic origins. Until the 18th century, almost all common law property ownership depended on proving a link of possession from a royal grant of title to the property owner.

**Customary Land Tenure**

In archaeology, land tenure traditions can be studied across the longue durée, for example land tenure based on kinship and collective property management. An archaeological approach to land tenure arrangements studies the temporal aspects of land governance, including their sometimes temporary, impermanent and negotiable aspects as well as uses of past forms of tenure. For example, people can lay claim to, or profess to own resources, through reference to ancestral memory within society. In these cases, the nature of and relationships with aspects of the past, both tangible, e.g., monuments and intangible, e.g. concepts of history through storytelling, are used to legitimize the present.

Additionally, there are various forms of collective ownership, which typically take either the form of membership in a cooperative, or shares in a corporation, which owns the land, typically by fee simple, but possibly under other arrangements. There are also various hybrids; in many communist states, government ownership of most agricultural land has combined in various ways with tenure for farming collectives.

In the United States customary land is the predominant form of land ownership and falls under the heading of National Sovereignty. National Sovereignty, in common law jurisdictions, is often referred to as absolute title, radical title, or allodial title. **Nearly all of these jurisdictions have a system of land registration, to record fee simple interests, and a land claim process to resolve disputes**.

[**Fee simple**](https://en.wikipedia.org/wiki/Fee_simple) **Taxation**

Under common law, Fee simple is the most complete ownership interest one can have in real property, other than the rare Allodial title.

Although the feudal system had ceased from England in 1660, and is now fee simple taxation, in theory the feudal chain of title still exists, although it is considered a mere formality. However, proving ownership in the absence of the documents was an impossibility, and forgeries of crown grants were common and difficult to detect. Moreover, it was nearly impossible to determine if land was subject to common law encumbrances, i.e. mortgages on the land.

**Land Registry Systems**

This led to the establishment in the 18th century of land registry systems, where a central office in each county, i.e., the county clerk’s office, was responsible for the filing of land deeds, mortgages, liens and other evidence of ownership, transfer or encumbrance. Under land registry, deeds and charges were not recognized unless they were filed, and persons who filed were given priority over previous transactions that had not been filed. **Moreover, under statutes of limitation, in certain jurisdictions only documents that had been filed in the past 40 years had to be consulted to determine the chain of ownership.**

The holder can typically freely sell or otherwise transfer that interest or use it to secure a mortgage loan. This picture of "complete ownership" is, of course, complicated by the obligation in most places to pay a property tax and by the fact that if the land is mortgaged, there will be a claim on it in the form of a lien. In modern societies, this is the most common form of land ownership. Land can also be owned by more than one party and there are various concurrent estate rules. Under both common law and civil law, land may be leased or rented by its owner to another party. A wide range of arrangements are possible, ranging from very short terms to the 99-year leases common in the United Kingdom, and allowing various degrees of freedom in the use of the property.

**Rights to use a Common**

In the United States their common law is based on the right to use a common or easement. Rights to use a common may include such rights as the use of a road or the right to graze one's animals on commonly owned land. Easements allow one to make certain specific uses of land owned by someone else. The most classic easement is right-of-way, but it could also include for example the right to run an electrical power line across someone else's land. In the United States, these common law rights to use policies terminate upon the repatriation of the United States citizen or citizen of the United States.

**Majority Rule and Option Contracts**

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, as is common in professional sports, is defined as "a promise or 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.

**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. Neither the City of New York nor the regional state of New York has any usufruct interest in our Estate(s), perpetual or otherwise.

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.

**General Service Agreements / GSA**

In the United States, securities lending is an important means of eliminating "failed" transactions as well as enabling hedge funds and other investment vehicles, in particular special purpose vehicles, to sell short (short sale) their shares, in which case, the terms of their guaranteed loans will be governed by a "Securities Lending Agreement", which requires that the borrower provides the lender with collateral, in the form of cash or non-cash securities, of value equal to or greater than the loaned securities plus an agreed-upon margin. *Non-cash* refers to the subset of collateral that is not pure cash, including equities, government bonds, convertible bonds, corporate bonds, and other financial tools and or products.

The agreement is a contract enforceable under relevant law, which is often specified in the agreement. As payment for the loan, the parties negotiate a simple fee, or fee simple, quoted as an annualized percentage of the value of the loaned securities. If the agreed form of collateral is cash, then the fee may be quoted as a "short rebate", meaning that the lender will earn all the interest that accrues on the cash collateral and will "rebate" an agreed rate of interest to the borrower. Key lenders of securities include mutual funds, insurance companies, pension plans, exchange-traded funds and other large private investment portfolios.

**Securities lending**

Securities lending is legal and clearly regulated in most of the world's major securities markets. Most markets mandate that the borrowing of securities be conducted only for specifically permitted purposes, which generally include: (1) to facilitate settlement of a trade; (2) to facilitate delivery of a short sale; (3) to finance the security, or to facilitate a loan to another borrower who is motivated by one of these permitted purposes.

**Title of the Security**

When a security is loaned, the title of the security transfers to the borrower. This means that the borrower has the advantages of holding the security, as they become the full legal and beneficial owner of it. Specifically, the borrower will receive all coupon and/or dividend payments, and any other rights such as voting rights. In most cases, these dividends or coupons must be passed back to the lender in the form of what is referred to as a "manufactured dividend".

The initial driver for the securities lending business was to cover settlement failure. If one party fails to deliver stock to you it can mean that you are unable to deliver stock that you have already sold to another party. In order to avoid the costs and penalties that can arise from settlement failure, stock could be borrowed at a fee, and delivered to the second party. When your initial stock finally arrived or was obtained from another source, the lender would receive back the same number of shares in the security they lent.

The principal reason for borrowing a security is to cover a short position or naked shorting. As you are obliged to deliver the security, you will have to borrow it. At the end of the agreement you will have to return an *equivalent* security to the lender. Equivalent in this context means fungible, i.e., the securities have to be completely interchangeable. Compare this with lending a ten USD note. You do not expect exactly the same note back, as any ten USD note will do.

**Naked Short Selling**, or **Naked Shorting**

Naked short selling, or naked shorting, is the practice of short-selling a tradable asset of any kind without first **borrowing the asset**, usually via mortgages by advertisement, from someone else or ensuring that it can be borrowed. When the seller does not obtain the asset and deliver it to the buyer within the required time frame, the result is known as a "failure to deliver" (FTD). The transaction generally remains open until the asset is acquired and delivered by the seller, or the seller's broker settles the trade on their behalf.

Short selling is used to take advantage of perceived arbitrage or forum shopping opportunities or to anticipate a price fall, but exposes the seller to the risk of a price rise.

**The Securities Exchange Act of 1934**

The Securities Exchange Act of 1934 stipulates a settlement period up to two business days before a stock needs to be delivered, generally referred to as "T+2 delivery". As a result of Regulation SHO, adopted by the U.S. SEC, short sellers must either possess the shares they are selling short or have a right to obtain them in order to cover the short sale.

The short sales that are promulgated by the USPS are guaranteed by the governors of the USPS, via the pledging of the full faith and credit of the Government of the United States. However, we “The People” are not a party to said “pledge.”

**Uniform Commercial Code (UCC)**

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, Certificate of Acknowledgment or Certificate of Acceptance, then the original offer is terminated.

**Private Transfer Fee Covenants**

A private transfer fee covenant is a legal instrument that is filed in the real property records, which imposes an assessment payable in connection with a series of future transfers of title to certain real property. The assessment can be for a fixed amount or a percentage of the sales price, and typically runs for a limited term **usually ranging from 20 to 99 years**.

Private transfer fee covenants are filed in the real property records of the county in which the real property that is to be made subject to the fee is located. The instrument is typically styled "Declaration of Covenant", "Covenants, Conditions and Restrictions", Encumbrance or similar, and is executed by the property owner, known as the "Declarant". Commonly, the Declarant is a real estate developer who creates the assessment for purposes of recovering expenses incurred in connection with infrastructure, i.e., *"the physical components of interrelated systems providing commodities and services essential to enable, sustain, or enhance societal living conditions (quality of life)" and maintain the surrounding environment* (*environmental protection)* and other capital improvements made to or in connection with the property.

Unlike a transfer tax, which is payable to a governmental entity, a private transfer fee assessment is payable to an identified third-party, often a community association, e.g., a homeowners' association, or "HOA" or **Board of Freeloaders**, the real estate developer, and/or an environmental or charitable organization.

According to the Coalition to Save Community Benefits, private transfer fee covenants of some kind encumber approximately eleven million homes in the United States, i.e., the District of Columbia. Although encumbering a statistically small percentage of the estimated 135 million homes nationwide, increased use of private transfer fee assessments, particularly by real estate developers beginning around 2007, when financing became difficult to obtain on commercially reasonable terms, lead to increased regulation at both the federal and state level.

**An Acknowledged Deed: Constructive and Actual Notice**

Purchasers of real estate encumbered by a private transfer fee assessment receive both constructive and actual notice of the assessment. Constructive notice is notice inferred from the record and it exists whether or not the purchaser inspects the record. It exists when the record reveals the outstanding claim even if the purchaser must make an inquiry to ascertain the validity of the claim. **It is the legal equivalent of actual notice.**

"Recordation implies knowledge, and knowledge implies acceptance."  This is true whether or not a subsequent purchaser receives actual notice. A recorded document that is a link in a purchaser's chain of title provides constructive notice.

Private transfer fee covenants are recorded in the real property records. In addition, private transfer fee statutes in Alabama, California, Colorado, Connecticut, Louisiana, Minnesota, Nebraska, Nevada, New Jersey, New York, North Dakota, Pennsylvania, South Carolina, South Dakota, Utah, and Wyoming, as of 2017 require that a separate disclosure document must also be filed in the real property records. **The act of filing these documents in the public records provides constructive notice to purchasers.**

Actual notice exists when a purchaser has actual knowledge or information that a claim is outstanding against the property he or she proposes to acquire. It exists even though the purchaser may have to make an inquiry to ascertain the validity of the claim. Since the private transfer fee covenant, as well as any additional state-mandated notices, are filed in the public records, these documents should appear in a properly prepared title commitment or abstract of title, providing actual notice to purchasers.

In addition, private transfer fee statutes in Alabama, California, Connecticut, Kentucky, Maine, Nebraska, New Jersey, North Dakota, Pennsylvania, South Dakota and Texas require that the sales contract between the buyer and the seller disclose the existence of a private transfer fee covenant, which provides an additional form of actual notice.

Actual notice and constructive notice are legally equivalent, and only one type of notice is generally required for real property claims. "Plaintiffs with notice of a covenant generally may not complain of the covenants existence." In the absence of either type of notice a property claim is generally unenforceable against bona fide purchasers.

Depending on applicable state law, an unrecorded private transfer fee covenant would generally be unenforceable against either the property or the purchaser, absent specific disclosure to the purchaser, and then would still likely be subordinate to certain subsequent claims recorded in the real property records.

**The Territorial and Municipal Military**

As all involved legal service provider members should be aware:

According to the Lieber Code, the Hague Conventions, and the AR 27-10 Manuals of the United States Army, the United States Army is responsible for the oversight of all franchised district court systems and court operations. Hence, the presence of the Masted Federal flag which serves as warning to all that Maritime Jurisdictional Civil Law will be dispensed within the “forum” as procedural “due process” to any who enter by contract or “tacit” compliance, and the Postmaster General as the Commander of the Coast Guard and Adjutant General's Office in the Territorial Government; has command responsibility.

BE AWARE, the Municipal Military is obligated to The Constitution of the United States and the Territorial Military is obligated to The Constitution of the United States of America. It has been disclosed that as of 01/20/2022, the U.S. Territorial Government is claiming that it can now move pursuant to the Geneva Conventions, because the U.S. Municipal Government undeclared foreign agents have had one full year in which to declare themselves as belligerents -- one way or the other -- and to date they have failed to fulfil said requirement.

It is the responsibility of the U.S. Army to defend the U.S. Constitution, and the U.S. Constitution defends the unalienable rights of the American People. The procedure to circumvent the criminal injustices being practiced in United States courts are set forth by United States Department of State in their Touhy Regulations. *See enclosed U.S. Department of State Notice.*

**The USA Patriot Act**

Special Admiralty of the United States and its *in rem* jurisdiction is granted within [t]he United States pursuant to Section 802 of the USA Patriot Act.

**Section 802, Patriot Act**: Defining the People as terrorists. Defining terrorism as a maritime event.   Excluding private meetings on the land from terrorism:  “(5) the term `domestic terrorism' means activities that--(A) involve acts dangerous to human life that are a violation of the criminal laws of the United States or of any State; (B) appear to be intended-- (i) to intimidate or coerce a civilian population; (ii) to influence the policy of a government by intimidation or coercion; or (iii) to affect the conduct of a government by mass destruction, assassination, or kidnapping; and  (C) occur primarily within the territorial jurisdiction of the United States.”

A demand is herein being made to inspect the land record at the County Clerk’s office. My public notice in the form of an Acknowledged Deed is recorded in the county clerk’s land records. In the event that a man or woman does not consent to a particular action and calls a “time out,” the liability clock starts ticking for the police officer, magistrate, judge, sheriff, real estate agent, other public officer or any other agent.

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

Any alleged (*ens legis*) privileges and/or benefits are rejected and waived. Explicitly reserving all rights without prejudice.

Date: \_\_\_/\_\_\_/\_\_\_\_\_\_

By: An American without any “Civil Disability” (*Right Thumbprint*)

Enclosures:

Cc: Thomas J. Marshall; General Counsel;United Stated Postal Service (USPS); 475 L’Enfant Plaza SW, RM 1P830, Washington, DC 20260-1101.

Cc: U.S. Congress.

Cc: Commander-in-Chief (CiC)– Command Responsibility.