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CLERK U S DISTRICT COURT DISTRICT OF ARIZONA	
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District Court of the United States
Arizona
Article III

United States of America
entity plaintiff

v.

Maria D. Forman; Jimmy C. Chisum, as
Trustee for the DLP LT 13 Trust; and
Arizona Department of Revenue
defendants

Civil No. 2:09-CV-00444-SRB

Answer to complaint

jury trial demand

Challenge to jurisdiction

Where the contract is so involved with the court's "Constitutional Imperative" to protect individual rights granted by Almighty God and protected by Constitutional prohibition of law making it is essential that a jury of common law capacity hear and decide the matter. JURY Trial of all issue is demanded.

The Constitutional imperative upon the court as stated in Miranda v Arizona, 16 L.Ed 2d to protect individual rights against arbitrary exercises by government agents and those who merely pretend to be necessitates the invocation of the common law jurisdiction of this honorable court.

The United States of America, defined in law as the Republic made up of the 50 states and Washington, D.C. has furnished the court with no evidence of standing to bring this action, nor of any lawful relationship between the Republic and the federal United States government created by those Republic States of We the People for the protection and preservation of individual rights.

Article 1 Section 10 Clause 1 builds an impregnable barrier between the people and the government on the subject of Contract and right to property as so essential to life, liberty, and the persuit of happiness that Congress has had the good sense not to pass any such laws, and the Supreme Court has repeatedly stated that the contract is beyond the reach of the federal courts.

Under Perlaza, 439 F.3d 1149, 1160 (2006) the 9th circuit makes it clear in governing precedent that once jurisdiction is challenged it must be proven on the record before the jury. It is impossible for an entity (USA) acting in private notes and paper to establish a common law right to invade and interfere with the contract for trust.

The federal United States Governement has no authority to invade the sovereign territory of the separate state of Arizona, and th eprivate property under the governance of the state; and the Federal courts are charged under Miranda's plain english constitutional imperative to insure that the agents and attorneys in all respects stay within their lawful confines.

The court lacks jurisdiction to invade the private contract and rights of the defendants.

The court has the necessity of decision to exercise its own constitutional imperative in the protection of defendant rights to remind government attorneys of their liability as servants of law to protect individual rights from over zealous invasion of rights and privacy.

The complaint in this matter should be dismissed with prejudice and the government attorney sanctioned sufficiently to alter the behavior. For far too long the district courts and department of justice has practiced a system of deceit, fraud and tyranny relying on an ignorant and fearful people to acquiesce to tyranny. It should not be so, and it is this court's sworn duty and constitutional imperative to protect and preserve the privacy and rights of the people from the arbitrary exercise of powers never delegated by the people or relinquished by the state.

AFFIDAVIT FOR ANSWER

Defendant Chisum, a natural person in propria persona furnished this affidavit under the liberties granted by Almighty God to furnish evidence for the Court. I am aware of the penalty for perjury as reiterated in 28 USC 1746; and the far greater penalty imposed by God's law; I lie not.

1. Denied; The use of confusion and name switching is a deprivation of the people's inherent right to honesty in government. United States; the federal government is not the named plaintiff, and has no standing for this action. United States, an entity under Clearfield Trust doctrine makes the gross assumption that the court will continue and enrich its arbitrary exercise of powers never surrendered. The contract and right to contract guaranteed under the Constitution deprives the Court and Government of any jurisdiction against this contract; the time has elapsed for challenging under fraudulent transfer, more than a decade past.

2. Denied; the Republic, United States of America, Has no standing as a taxing authority; and the federal government is restricted to the letter of law as interpreted by the supreme Court; there is no penalty for non compliance under Congressional act in the Paperwork reduction Act of 1995, and no penalty can arise absent properly promulgated regulations by Supreme Court stare decisis.

3. Denied; absent some showing of interstate commerce by the trust and trustee in this matter, there is no jurisdiction for the court. The contract at common law between private citizens is protected by constitutional bar; and supreme court stare decisis. The state has not surrendered sovereignty over the people or the property concerned in the allegations.

4. Denied; Absent positive proof of standing in law and fact at common law this court lacks jurisdiction; and the only proper venue is the common law courts of the state wherein the property lies and the contract is drawn.

defendants

5. Denied; Maria D. Forman lives within the sovereign territory of Arizona on private property that is subject to the sovereignty and jurisdiction of Arizona and without the United States as defined in Article 1 Section 8 Clause 17. Maria D. Forman has no ownership interest in the parcel of property and has not had any such ownership during any time in which any unproven alleged tax liability could exist.

6. Denied; Howard Freeman did not at the time of His death, nor for more than a decade before his death have any ownership interest in the parcel in question, no ownership in the trust. All transfers are outside the statute of limitations under fraudulent transfers and plainly settled in ownership by operation of law.

7. Denied; Jimmy C. Chisum was trustee of DLP LT 13, a common law contractual trust, held both legal and equitable title to the property during his entire tenure of the office of trustee. NO other title or ownership interest existed, adn upon transfer to Vild as trustee, complete equitable and legal title was transferred withthe contract.

8. Denied; United states and united states of America owe Arizona complete respect to its sovereignty, territorially, and in subject matter; there is no such jurisdiction available to this court.

description of property

9. It is plain by the description that this parcel, held in trust by irrevocable contract lies within the sovereign territorial jurisdiction of the separate state of Arizona, and without the United States. While one might make the argument that Arizona is within the Republic of 50 states called United States of America, it is not within the United States, federal government, but a separate sovereign state due the whole dignity of sovereignty explained by the Supreme Court in FMC v South Carolina State Ports Authority, 2002.

Tax Liability and leins

10. Defendant reasserts the answers and explanations in paragraphs 1-9 above as if fully set forth here.

11. Denied; insufficient information in allegation to show UNITED States of America, the complaining party is or ever has been a taxing authority with any standing to do liabilities or leins. There is sufficient legal reason to believe that the bogus form 1040 under Dole v Steelworkers, Supreme Court 2000, was erroneously used by unregistered foreign agants, unlawfully representting a foreign power, used false and fraudulent definitions and procedures to create the false notices of lein for these years. Proof before the jury is required on all elements. Any possible lein, none of which has been shown, and no legitimate assessment asserted by rule of law, has long since expired beyond the statute of limitations. NO lein alleged against the trust that legally and equitably owns the propèrty in 9 above.

12. Denied; as in 11, this falls in the realm of the jury. Law and facts are not alleged.

13. Denied; insufficient evidence.

14. Denied; insufficiently alleged.

15. Denied; insufficiently alleged.

16. Denied; insufficient proof of authority is shown.

17. Denied; insufficiently alleged.

18. Denied; insufficiently alleged.

19. Denied; insufficiently plead.

20. Denied; insufficiently plead.

21-24. Denied; insufficiently plead.

transfers of the subject property

25. Denied; Insufficient records available.

26. Denied; Insufficient records available. The exchange of value for value was as agreed by consenting adults in private common law contract. The parties to the contract were satisfied with reasonable equivalency of the consideration, and the time for contesting the transfer has long since past. United States of America, the Republic was not a party to the contract; and there is no constitutional authority for the federal United States to interfere with the obligations of contract.

27. Denied; Howard Forman's death had no effect upon the irrevocable Contract for trust at the common law. Howard had no ownership value in the property and no interest passed anywhere. The contract and trust continue with new trustee, unabated and unaffected by Howard's death.

28. Denied; Maria D. Forman remains the life tenant under the contract with the courtesy and grace of the trustee. There is no reversionary interest, property interest, or reserved value in the property belonging to Maria D. Forman. The trustee is not now and never has been a nominee of Maria D. Forman.

Count 1

29. Defendant reasserts and alleged the above as if fully repeated here.

30. Denied; no evidence is presented of any legitimate delegation, and sufficient personal knowledge exists to believe that the entire lien process is fraudulently used. Congress in 1995 amended the Statute called the Paperwork reduction act to reduce penalty and enforcement to counter IRS abuses. The arbitrary exercise of authority claimed in this petition violates the intent of Congress, and violates the letter and spirit of Miranda, 1965. The court is under Constitutional imperative to protect both the individual rights of Maria D. Forman and the contract rights of trust and trustee.

31. Denied; Insufficient records to verify.. There is reason to believe under acts of congress and the decisional precedents of the Supreme Court that the alleged liability is numbers made up out of thin air in arbitrary exercise of authority never delegated by congress. Restructuring and Reform Act of 1998 was intended to end all IRS abuses of people and taxpayers; the desired effect has not been achieved because the courts have arbitrarily exceeded their authority in expansionist decisions and judicial activism to aid the Unregistered Foreign Agents claiming to represent the government. Now the learned counsel proposes to complete this unauthorized activity in overzealous collection activity without complying with the letter or spirit of Perlaza, or the 9th circuit's demand for honest in government. This petition seeks to enforce a direct tax without apportionment upon the wages of Howard and Maria Forman, directly against the Secretary's regulations at 19 CFR 351.102 clearly defining direct tax as one on wages. No direct tax has been laid by apportionment and this is just another case of abuse to steal property not subject to federal tax.

32. Denied; there is no properly promulgated regulation by the secretary to permit the un-Constitutional interference with the right to contract or to take property within the sovereign state of Arizona for overzealous enforcement

a bogus return under Dole v Steelworkers, 2000. As repeatedly held by the Supreme Court there is but one lawful definition of income in revenue acts pursuant to the 16th Amendment; See Eisner v Macomber, 1923, reaffirmed in Cottage Savings, 1991, and Atlantic Mutual, 1998. No such income exists in this case or cause and the overzealous denial of rights is the constitutional imperative upon this court in Miranda. That honorable Court in its binding precedent states that the Statute without Regulations properly promulgated does nothing; however, knowing no such proper regulations exist the plaintiff blatantly seeks this court's aid to rob the widows and orphans again..

Count II

33. Defendant incorporates the foregoing as if fully restated here.

34. Denied; At the time of the contract full and adequate consideration was given in private and intangible property that is not subject to interference in the obligations of contract. There is no constitutional authority for the interference in the obligations of contract. Congress has passed no laws to interfere with the obligations of contract in trust irrevocable. The secretary has passed no properly promulgated regulations empowering this interference in the private right to contract. This gives the appearance of one of those abuses that Congress has taken repeated extreme actions to eliminate and prevent. Only the plaintiff's hope and belief in an expansionist court enables this action.

35. Denied. The actual real contract and transfer of the property was and is an effective part of a legitimate estate plan. By personal knowledge defendant can and does testify that Howard Forman was very well trained in the legal subject of taxation and application and had no reason at all to believe he owed any legitimate tax. It is possible that Howard, in particular, believed that an expansionist abusive agency, and expansionist court might try to steal property not subject to the tax. There is no law, or just principle for setting aside the transfer of the property.

36. Denied. There is no legal or equitable right in Maria D. Forman to the ownership of the property. If, or when the trustee chooses to liquidate and close the private irrevocable contract for trust the property would not and could not revert to Maria D. Forman. Defendant Forman has no property right in DLP LT 13.

37. Denied. Maria D. Forman has not continued to enjoy full benefits of ownership, but rather the restricted right of a tenant, in fact a life tenant. Howard and Maria Forman were on more than one occasion denied the ability to mortgage or sell the trust property for personal benefits.

38. Denied. Maria D. Forman is not now and never has used the trust as a shield against federal tax liens. The formans made a wise estate planning choice and have used the consideration for their personal uses. An irrevocable transfer by common law contract is a well protected tool in Constitution, law, and Res Judicata of the Supreme Court.

39. Denied. Trustee is not and never has been by contract or operation of law a nominee of Maria D. Forman. Trustee acts as the landlord in the contract obligation for life tenancy. The accusations are knowingly false and overzealous and should not be rewarded by the court.

Count III

40. Defendant realleges all that is set forth above as if restated.

41. Denied; There is sufficient legal doubt as to the power and authority of the unregistered foreign agents participating in the extortion scheme of fear and intimidation as to demand full and complete proof before the jury. No enforcing regulation is cited, and 19 CFR definition of direct tax is ignored to defraud the court of its opportunity to act justly in its constitutional imperative to protect the individual rights of defendants.

42. Denied; Maria D. Forman has no interest in the property to be so attached.

43. Denied; Fraudulent and fictitious liens have no priority whatsoever when used in an overzealous collection activity using fear and intimidation to extort from a widow.

44. Denied; United States is not even the complaining party, but tries to make the big switch upon the parties and the court. The actions of the learned Attorney sound more like fraud upon the Court by an officer of the court than a just cause for stealing property in which Maria Forman has no lawful or equitable interest.


PRAYER FOR JUDGMENT

WHEREFORE: defendant moves this honorable court to dismiss this case and cause with respect to trust and trustee with prejudice, and for sufficient sanction to alter the behavior such that the Constitution and will of Congress to stop all abuses of power that violate this Court's Constitutional imperative.

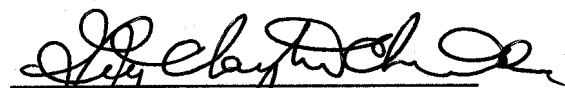
The court must lawfully determine that this is a misguided attempt and that the trust in irrevocable contract is the true and rightful owner of the property.

And such other relief as the court deems appropriate.

Prepared and signed this 19th day of July, 2009 with knowledge of the penalty for perjury, 28 USC 1746. Further Affiant saith not.

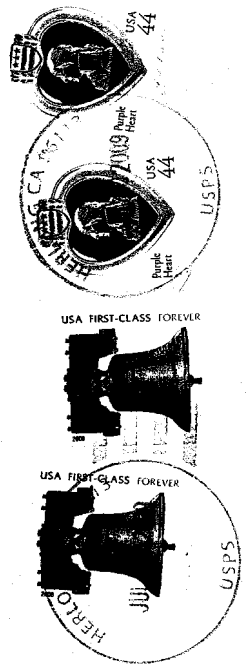

Jimmy Clayton Wisum, en esse
Inmate ID# 84388008
Federal Prison Camp Herlong
PO Box 800
Herlong California, 96113

Certificate of Service: I hereby certify that a copy of this document has been mailed by first class mail, postage paid and addressed to United States of America, c/o Alexis Andrews, US Department of Justice, PO Box 683, Ben Franklin Station, Washington, D.C. 20044, Arizona Department of Revenue, 1600 W. Monroe, Phoenix, Arizona, 85007, Maria D. Forman, 5640 East Duane Lane, Cave Creek, Arizona 85331, and Elmer Vild, 989 S. Main St #A-269, Cottonwood, Arizona, 86326 this 19th day of July, 2009 AD, and deposited in the prison mail system this date.


Jimmy Clayton Wisum, en esse

FEDERAL PRISON CAMP
Federal Prison Camp Welling
PO Box 800
Welling, California 96113

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