

L. Sam

FILED

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1 John-Chester: Stuart
2 c/o: 21001 N. Tatum Blvd.,
3 Suite 1360472
4 Phoenix, Arizona state
5 Pro Per

6 SUPERIOR COURT OF THE STATE OF ARIZONA

7 IN AND FOR THE COUNTY OF MARICOPA

8 STATE OF ARIZONA,

Plaintiff,

9 vs.

10 JOHN C. STUART,

Defendant.

) Case No.: CR-2008-006332-001DT

) Petition to Dismiss

) with Prejudice and Release

) Real Party in Interest /

) Third Party Intervener and
) all his property

11 _____
12 John Stuart, Real Party in

13 Interest/Third Party Intervener

14 having all right

15 ~~Third Party Intervener appears and petitions in the nature of a~~

16 ~~motion~~ The court, having read and considered
17 all of Real Party in Interest/Third party Intervener's
18 Petition and being fully advised in the good cause
19 appearing therefore, in the interest of justice and
20 in agreement with the private matter:

21 IT IS HEREBY ORDERED that Real Party in Interest/
22 Third Party Intervener, John-Chester: Stuart, the man, is
23 hereby ordered released from custody forthwith; and
24 IT IS HEREBY ORDERED this matter closed and
25 Dismissed with Prejudice.

Date in open court this

2008

Judge

1 John-Chester: Stuart
2 c/o: 21001 N. Tatum Blvd.,
3 Suite 1360472
4 Phoenix, Arizona state
5 Pro Per

6 SUPERIOR COURT OF THE STATE OF ARIZONA

7 IN AND FOR THE COUNTY OF MARICOPA

8 STATE OF ARIZONA,

9 Plaintiff,

10 vs.

11 JOHN C. STUART,

12 Defendant.

13 John Stuart; Real Party in
14 Interest/Third Party Intervener
having all rights

) Case No.: CR-2008-006332-001DT

) Petition to claim and exercise

) Constitutional rights and require

) the presiding judge to rule

) upon this and all other petitions

) and All public officers of

) this court to uphold said
rights.

15 Third Party Intervener appears ^{and} petitions, in the nature of a
16 motion, specifically and not generally, with having never accepted
17 jurisdiction of the court, and being brought to court in
18 chains and Vi et armis, pursuant to oaths sworn by
19 the presiding judge and attending public officers,
20 to claim and exercise constitutional rights and require
21 the presiding judge to rule on this and all other petitions
22 and All public officers of this court to uphold said rights.

23 All issues in this matter were private, not made
24 public by Prosecutor Charbel in furtherance of Charbel's
25 unconstitutional terrorist activities directed toward
Stuart, the man in the private sector and unlawfully
forced by threats and violence into public by Charbel's acts.
The documents at issue were done for, and even

1 had written on them, Private Correspondence, Pres. Charbel had
2 no lawful right and/or reason to bring said documents
3 into the public, they were not a public matter and
4 thus no in rem public jurisdiction attached.

5 It was an unlawful and unconstitutional act
6 for Charbel to bring said documents into the public.
7 Such unlawful act was done by Charbel in furtherance
8 of Charbel's terrorist activities against Stuart.
9 Charbel's attempt to fraudulently draw Stuart
10 into public shall not be considered effective since
11 Stuart is "in chains" and "no man may be
12 brought to a court of equity in chains." Charbel's
13 acts are ONLY evidence of Charbel's crimes
14 and may not lawfully be considered as Stuart
15 VOLUNTARILY entering the public.

16 Judge Steink is a contracted party by acceptance
17 of the case originally assigned to Judge Ryan, thus Judge
18 Steink was indemnified by said bond document
19 in accordance with the requirement of Steink's
20 voluntary acceptance of the "trade union" contract
21 known as the "BAR" and thus Steink's acceptance
22 of a title of nobility, especially that of "esquire."

23 Judge Steink has knowledge and acceptance,
24 therefore scienter, of the private document as
25 evidenced by Steink signing the "order" not
not sealing said "order" as such sealing would
have made a private matter public. Said matter

1 between Steinkle and Stuart, the man, thus
2 remain private, yet the matter between
3 JOHN STUART, a legal fiction and not a lawful
4 replacement for John Stuart, the man, and the
5 attorneys re-presenting the legal fiction known as
6 JOHN STUART, et al, may be public, yet may
7 be dismissed in the interest of the public.

8 It is known by all members of the Trade
9 Union known as the "BAR" that the "BAR"
10 does not have the lawful authority to issue a
11 "license" as only the "State" may issue such
12 "license", yet the law requires all attorneys
13 practicing in Arizona to be licensed. Since said
14 "BAR" is private and said "BOND" is private
15 the necessary indemnification in the other
16 matter was supplied by Stuart in accordance
17 with the necessary requirements. Using the
18 private documents to create a public issue
19 is a constitutional violation as no government
20 authority has the lawful authority to interfere
21 with lawful private contracts. Therefore,
22 Charbel's use of a private document to bring
23 fraudulent public charges is a blatant constitutional
24 violation and is criminal in nature and pursuant
25 to Arizona and/or Federal constitution.

1 John Swartz, the man, moves this court, without
2 accepting "in rem", "in personam", and for any
3 other jurisdiction of the court, pursuant to oaths
4 sworn by the presiding judge, in this case, judge
5 Steinkamp, and all attending public officers;

6 1) To acknowledge and act in accordance with
7 the United States Federal Court ruling to wit:
8 "the claim and exercise of a Constitutional Right
9 cannot be converted into a crime".

10 Miller v. U.S. 230 F. 2d 286, 489;

11 Note: Constitutional rights include without limitation,
12 the Right to Contract, the Right to Due Process
13 of Law, the Right to Life and Liberty, the
14 Right to not be unlawfully detained and/or
15 detained without just Cause, the Right
16 to Face Accuser, et al.

17 2) To honor, uphold and abide by the oaths taken
18 by the presiding judge, Steinkamp, and attending
19 court officers pursuant to the Constitution
20 for the United States, Article VI, Clauses 2 and 3,
21 and the Constitution of Arizona in this matter

22 Note: This case is itself prima facie evidence
23 of Charbel's multiple violations of her
24 oath of office.

25 3) To provide Due Process of Law, pursuant
to the First, Fourth, Fifth, Sixth, Seventh,
Ninth and Fourteenth Amendments of the

1 Constitution of the U.S. and pursuant to the
2 appropriate Articles of the Arizona Constitution
3 and as required by the aforementioned oaths
4 taken by all officers in this matter;

5 Note: Charbel has repeatedly used her authority
6 to deny Stuart his due process of law rights.
7 Charbel's heinous acts, done under color of law
8 and with malice aforethought, in this case
9 and other Charbel has fraudulently pursued
10 against Stuart has caused numerous criminal
11 acts against Stuart, including without limitation,
12 kidnapping, unlawful detention, torture, threats
13 of violence, starvation, etc.

14 4) To provide equal protection under the law,
15 as required by the National and state
16 Constitutions and pursuant to the referenced
17 oaths:

18 Note: Stuart has received no protection and
19 is in fact a victim of the terrorist acts
20 of the very ones sworn to protect him.

21 The government's decision to ignore or pardon
22 its rogue agent's violations has caused great
23 suffering by denial of rights to Stuart.

24 ≡ Venie facilitas incentivum est delinquendi ≡

25 ≡ Facility of pardon is an incentive to crime ≡

Such maxim of law should be Arizona's new
judicial motto while Charbel is in court.

5) To respect, protect and uphold the Rights of Stuart, the man, in this matter, which said Rights are granted by the Creator and guaranteed in the National and State Constitutions, pursuant to referenced oaths;

Note: Charbel's actions and historical behavior has shown this court Charbel has no respect for Stuart's rights or either Constitution.

6) To acknowledge and so rule that this court and no other, court and no other judge in Arizona has jurisdiction over or can issue a court order against a man if that court and/or judge:

- i) do not provide due process of law; and/or
- ii) do not provide equal protection under the law; and/or
- iii) do not respect and uphold the Constitutional Rights of the man at issue;

Note: Charbel, with the assistance of this court, has denied Stuart all of his Rights guaranteed by the Constitutions of Arizona and the Nation

1 Statements by Stuart:

2 1) denies any controversy exist with this court; and

3 2) denies this is a public matter; and

4 3) denies waiving any of his "God" (YHWH) given

5 Constitutionally protected rights; and

6 4) denies waiving reading of charges into the record; and

7 5) denies volunteering and/or creating the court's claim
8 to jurisdiction; and

9 6) denies voluntarily allowing this matter to be
10 brought into the public domain; and

11 7) denies Judge Steinle signed order releasing
12 Stuart the man, in error and further states

13 Judge Steinle signed BUT DID NOT SEAL

14 SAID ORDER TO KEEP SAID ORDER

15 PRIVATE, AS REQUIRED BY LAW AND

16 THUS PROVING JUDGE STEINLE KNEW

17 THE DOCUMENTS AT ISSUE ARE VALID

18 THEREFORE PROVING ALL CHARGES

19 AGAINST STUART ARE FALSE, AND

20 ALL CHARGES MUST BE DISMISSED

21 WITH PREJUDICE FORTHWITH.

22 8) informs this court that Stuart knows Stuart is

23 the creditor and therefore, is the one to ask the

24 questions, yet Stuart is in chains and held at

25 gunpoint by vicious people who Stuart has

witnessed harm and even possibly murder a man

that did not do as said people instructed, therefore

1 any errors Stuart may make in court as a
2 creditor that the court perceives as Stuart
3 acting as a debtor is to be disregarded as a
4 man attempting to survive imminent threats
5 against his life is not accountable for
6 others misinterpretation of his actions. See
7 numerous S.C.D.T.U.S. rulings and especially the
8 Amistad case of circa 1939.

9 9) informs this court that the attorney forced
10 upon to Stuart by the court, to fraudulently
11 claim Stuart is non compos mentis, is hereby
12 informed he/she is a fiduciary to the case
13 and transaction and is therefore personally
14 financially responsible for the cases outcome.
15 Said John Doe/Jane Doe attorney is not
16 indemnified and therefore his "BAR" card is
17 at risk.

18 10) informs the court that All cases against
19 Stuart have been settled privately, this case is an
20 unlawful attempt to make public settled
21 private matter.

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Such denials by Stewart are not argumentative nor
are such a controversy since the court is in agreement
with all such statements as evidenced by the court's
actions, such agreement negates any possibility of
a controversy and/or argument.
Therefore, there is no controversy.

1 Questions that must be answered by this
2 court or this court is in agreement by
3 acquiescence that this and all other cases
4 against Stuart are fraudulent and unlawful:

5 1) Who is the Accuser in this matter?

6 2) If the Accuser is the STATE, how will the
7 STATE take the stand to be "Faced" by
8 Stuart?

9 3) If Stuart can not Face Smart's accuser, how
10 will the STATE claim Stuart's Due process of
11 law rights are protected since Facing one's
12 accuser is a fundamental aspect of due
13 process of law?

14 4) Exactly what benefit does the State
15 receive when the "charges" and/or "complaint"
16 reading are waived?

17 5) Exactly what rights or protections does
18 a man being tried lose when said reading
19 is waived?

20 6) If said rights lost at the waiving of
21 said reading are done through trickery and
22 thus not "voluntarily", which according to
23 S.C.O.T.U.S. is a requirement for losing rights,
24 how can a court protecting one's rights
25 purposely continue, violating said rights,
with malice, and still be a "lawful" court?

1 7) If a private matter is made public unlawfully
2 by a rogue government agent, what charges
3 may be presented against said agent?

4 8) If force, threats, coercion, torture, kidnapping,
5 unlawful detention, etc. are used to make a
6 private matter public, as they have been in
7 this case, is it not the job of the court to
8 issue an arrest warrant for the rogue
9 agent who committed said acts?

10 9) Is this court not required to follow the
11 law?

12 10) Is this court not required to follow all
13 maxims of law?

14 11) Was this issue a private matter originally?

15 12) Is this issue a public matter?

16 13) If so, who made this issue a public matter?

17 14) Is this court under Admiralty jurisdiction?

18 15) Is this court required to stay in one jurisdiction?

19 16) Does this court switch between jurisdictions?

20 17) Is such switching jurisdictions a violation
21 of due process or any other requirement?

22 18) Is this court and its officers accessories
23 or co-conspirators to Charhol's heinous crimes?

24 19) Does Judge Steink understand that what is truly
25 at issue here is administrative issue in need of
an administrative remedy, in private?

20) Does Judge Steink contend that it is possible for

1 a man to prepare a proper defense while being
2 unlawfully imprisoned, starved, tortured, prevented
3 access to legal research, etc?

4 21) Is it Judge Steink's belief that this "charge",
5 even if dismissed, is the cause of Stuart's bond
6 being withdrawn on the other matter?

7 22) Does Judge Steink consider the documents
8 allowed into the docket of a different
9 status than the documents not in the
10 docket?

11 23) Does Judge Steink understand the difference
12 between matters of private and matters of
13 public concern?

14 24) Did Judge Steink strike documents from the
15 record to keep said documents private?

16 25) Did Judge Steink consent to Charbel transferring
17 this private matter to public?

18 26) Does Judge Steink understand the difference, legal
19 and otherwise, between JOHN STUART the legal
20 fiction, and John Stewart, the man?

21 27) Does Judge Steink agree that legal fictions do not
22 have the physical ability to speak and therefore
23 purposely confusing the legal fiction with the man is
24 obvious and may only be done with malice?

Questions Specific to Judge Steink:

- 1) Did Judge Steink sign the order releasing Stuart with full knowledge of the Order's meaning and intent?
- 2) Did Judge Steink purposely not seal said Order to keep such in private and not public?
- 3) Does Judge Steink understand that this case is a fraud upon the court planned by Charbel to convert a private matter to a public matter?
- 4) Did Judge Steink strike the documents from the record in the other case involving Stuart, the man, to keep said documents private?
- 5) Does Judge Steink know the difference between STUART the legal fiction and Stuart, the man?
- 6) Does Judge Steink know that Charbel is not part of the private matter and thus has no lawful right to make said contract a public issue?
- 7) Is Judge Steink going to issue a warrant for the arrest of Charbel's bond for Charbel's crimes?
- 8) Does Judge Steink know his signed order effectively dismissed the other case and the continuance of the said case by Charbel is an act of fraud upon the Court?
- 9) Why has Judge Steink unlawfully detained

1 a man when Judge Steinko is involved with a
2 case against a legal fiction and not the
3 man unlawfully detained?

4 10) Does Judge Steinko know this case involves
5 a document signed by him, Judge Steinko, and
6 accordingly Judge Steinko MUST DISMISS
7 THIS CASE WITH PREJUDICE OR BE
8 CONSIDERED PART OF THE CASE?

9 11) Does Judge Steinko understand the maxims
10 of law requiring him to end unjust litigation
11 and always decide according to justice and right,
12 not power, and that he should prefer equity
13 to strict law?

14 12) When Judge Steinko ordered John Stuart, the man,
15 released from liability was Judge Steinko's
16 contention that Judge Steinko then was dismissing
17 said case?

18 13) How, if Stuart, the man, is released from liability
19 is the court proceeding?

20 14) Is the court proceeding against JOHN STUART
21 the legal fiction or John Stuart, the man?

22 Note: if the court is proceeding against
23 JOHN STUART, then John Stuart must be
24 released forthwith.

1 Determination needed by the court and/or
2 Judge Steinfeld.

3 The case known as CR-2008-006332-001DT
4 has been brought by the STATE OF ARIZONA
5 against JOHN STUART, known by the STATE
6 and Judge Steinfeld as a legal fiction, yet
7 John Stuart, a living, breathing, flesh and blood
8 man is who is unlawfully imprisoned.

9 John Stuart, the man, has been released
10 from all liability pursuant to Judge Steinfeld's
11 Order yet JOHN STUART the legal fiction's
12 whereabouts are unknown.

13 John Stuart, the man, is not and never has been
14 JOHN STUART the legal fiction. Therefore the
15 court has made an irreversible error by
16 unlawfully imprisoning John Stuart, the man,
17 and the court is thus required to release
18 John Stuart, the man, forthwith.

1 Stuart, the man, hereby states to this court:

2 i) This court has not shown ~~any~~ presentment
3 with Stuart's name on it for Stuart to accept; and

4 ii) This court is looking for ACCEPTOR as the
5 PRINCIPAL has the primary obligation to pay
6 or discharge any instrument presented for
7 acceptance. See UCC 3-410; and

8 iii) Stuart has not seen, even though he has
9 reportedly requested, the ACCEPTANCE BOND; and

10 iv) No claim may be made against Stuart unless
11 said claim is bonded; and

12 v) Stuart has not been shown the BID BOND,
13 PERFORMANCE BOND, PAYMENT BOND, Forms
14 number 24, 25, 25A respectively, also known as
15 OMB Number 9000-0045 copies, even though
16 Stuart has requested such, as documented, numerous
17 times; and

18 vi) Stuart has not been informed if this is a TORT
19 or a COMMERCIAL CRIME; and

20 vii) If this is a TORT, Stuart has not been informed
21 of any injured party; and

22 viii) If this is a COMMERCIAL CRIME, Stuart has
23 not been shown the required CONTRACT; and

24 ix) It is not Stuart's responsibility or duty to
25 bond Charbel's claim, it is Charbel's duty; and

x) Absent the BONDS for the CLAIMS, there
is no claim, absent a claim, there is no charge.

1 absent a charge, there is no case, absent a
2 case the Judge MUST DISMISS WITH
3 PREJUDICE ALL CASES AGAINST
4 Stuart and/or CANCEL ALL CLAIMS
5 AGAINST STUART and Stuart, and either way
6 MUST RELEASE Stuart, the man, and all
7 his Property FORTHWITH.

8 "The Supersedeas Bond documents ACCEPTED
9 by Judge Steinfeld that are being used to fraudulently
10 "charge" Stuart in this case are PRIVATE in
11 nature and were unlawfully converted to
12 the PUBLIC by Charbel. If such crimes
13 were committed without the knowledge and/or
14 assistance of Judge Steinfeld, Judge Steinfeld is
15 hereby informed of such illicit activities
16 perpetrated by Charbel and accordingly Judge Steinfeld
17 is notified of his duty to dismiss such
18 fraudulent cases due to the unlawful acts
19 committed by Charbel.

20 These statements are made in writing with
21 no intention of making this matter public, but
22 only due to the fact Stuart, who is unlawfully
23 detained, is in fear of his life and knows
24 he may be tortured before or during his
25 attempt to speak, as evidenced by Stuart's
unlawful detention by Charbel to prevent
Stuart from speaking about said information
publicly.

1 Stuart has attempted in court to set the court
2 correctly, but was prevented from doing so
3 by Commissioner Vanderburg and several armed
4 guards. Com. Vanderburg unlawfully and with
5 malice aforethought prevented Stuart from
6 setting the court properly. Said court was
7 inappropriately conducted and void of any
8 lawful due process. Com. Vanderburg's
9 purposeful denial of ALL of Stuart's
10 rights are further grounds for dismissal
11 with prejudice.

12 Stuart did inform the court he was only
13 there via arms and was in propria persona
14 yet Com. Vanderburg refused such lawful
15 communication and unlawfully violated Stuart's
16 6th Amendment rights, amongst others, by refusing
17 to allow Stuart to speak for himself.

18 The court must note that Stuart was
19 brought to court in chains yet "no man is
20 brought to court of equity in chains" therefore
21 this matter WAS LAWFULLY TERMINATED
22 ON SUCH DATE and is only UNLAWFULLY
23 CONTINUED BY ROGUE AGENTS IN
24 VIOLATION OF THEIR OATHS.
25

1 Some MAXIMS of law this court should note:

2 i) *A verbis legis non est recedendum*

3 "From the words of the law there must be no departure"

4 Charbel has violated this maxim by "changing"

5 Stuart with a "crime" when Stuart did not

6 violated any of the elements of the crime; and

7 ii) *Actio exteriora indicant interiora secreta*

8 "External actions show internal secrets"

9 Charbel repetitive and continuous unlawful

10 acts against Stuart are prima facie evidence

11 of Charbel's *malum in se*, evil intent, to destroy

12 Stuart's life, to improve Charbel's status to

13 the press and her job; and

14 iii) *Actus me invito factus, non est meus actus*

15 "an act done by me against my will, is not my
16 act"

17 Any act the court claims I may have done

18 granting them jurisdiction, "in rem" and/or "in personam"

19 and/or other, was not done voluntarily and all

20 actions done by Stuart have been *Vi et armis*; and

21 iv) *Actus non reum facit, nisi mens sit rea*

22 "an act does not make a person guilty, unless the
23 intention be also guilty."

24 Even if some part of the document at issue

25 is in error, there was no intent, and never has

intent been questioned, to make said error. Absent

intent, even if there is an error, there is no crime;

and

1 v) Aliud est celare, aliud tacere:

2 "to conceal is one thing, to be silent another"

3 Charbel's actions to "conceal" exculpatory
4 evidence from the grand jury is criminal and
5 should not be considered as one might consider
6 a prosecutor being remiss in her duties or
7 accidentally forgetting evidence; and

8 vi) Animus ad se omne jus ducit

9 "it is to the intention that all laws applies"

10 Stuart's intention was honorable and was
11 a lawful attempt to settle a private issue
12 privately. If any errors were contained in
13 such document. They were ADMINISTRATIVE
14 IN NATURE IN NEED OF AN ADMINISTRATIVE
15 REMEDY.

16 Charbel's actions prove Charbel's intent was
17 criminal and put Charbel in dishonor. Charbel
18 purposely made a private issue public in
19 violation of the U.C.C. and Admiralty Law.
20 Charbel was not a party to the private set
21 off and/or contract and accordingly did not
22 have lawful authority to make said contract
23 Public; and

24 vii) Auguria verforum sunt iudice indigna

25 "a twisting of language is unworthy of a judge"

Judge Spinks should state clearly that Stuart the
man is released from liability and custody;
and

1 viii) Boni iudicis est causas litium derimere

2 "It is the duty of a good judge to remove the
3 cause of litigation"

4 Judge Stainle is duty bound to dismiss this
5 case and remove back to where it belongs,
6 in private; and

7 ix) Bonum iudex secundum aequum et bonum iudicat,
8 et aequitatem stricto juri praefert.

9 "A good judge decides according to justice
10 and right, and prefers equity to strict law"

11 Justice and right requires Judge Stainle to
12 release Smart, the man, for there is no worse
13 injustice and wrong than to persecute the innocent,
14 and equity requires that since the books are
15 balanced the man should be released; and

16 x) Culpa est immiscere se rei ad se non pertinenti

17 "It is fault to meddle with what does not belong to
18 or does not concern you"

19 Charbel's unlawful use of the document that
20 Charbel is not a party to is proof evident of
21 Charbel's fault and such is the only fault in
22 this matter; and

23 xi) Culpa lata aequiparatur dolo

24 "A concealed fault is equal to deceit"

25 Charbel's attempt to conceal the fact the document
in question is private and it is Charbel's fault for
making it public is an act of deceit against the
court, also known as a fraud upon the court; and

1 xii) *Designatio unius est exclusio alterius, et expressum*
2 *facit cessare tacitum*

3 "the appointment or designation of one is the
4 exclusion of another; and that expressed makes
5 that which is implied cease"

6 Stuart's expression that he is not STUART and
7 does not agree to contract with the court;
8 raises Charbel's fraudulent implication that
9 Stuart and STUART are the same and that
10 Stuart has volunteered into contract with
11 the court and/or State; and

12 xiii) *Dilationes in lege sunt odiosae*

13 "delays in law are odious"

14 Laws are meant to insure justice, not for
15 rogue agents like Charbel to use as a form
16 of torture by delaying the liberty of an
17 innocent man; and

18 xiv) *Ex facto jus oritur*

19 "law arises out of fact; that is, its application
20 must be to facts"

21 The facts in this case are: Stuart did not violate
22 any elements of the statute; and Charbel tampered
23 with evidence to fraudulently obtain an indictment;
24 and Judge Steink signed the document knowing
25 said document is valid; and Charbel unlawfully
made a private matter public; and Stuart is being
unlawfully detained and tortured as a political
prisoner; and

xv) Facta sunt potentiora verbis

"facts are more powerful than words"

This is especially true when the words are lies, which historically is typically the case when Charbel speaks to a grand jury concerning Stuart as evidenced by two such cases in as many months. Such is also the reason Charbel removed the signed Order from the document before presenting to the grand jury. Charbel's intent was to not confuse the grand jury with facts when she only needed them to believe her lies; and

xvi) Fraus et ius numquam cohabitant

"fraud and justice never agree together"

Charbel's repeated acts of fraud upon the court are evidence Charbel is not seeking justice, as required by Charbel's oath, but is only seeking power and/or approval from those who do not seek justice either; and

xvii) In iuria non praesumitur

"a wrong is not presumed"

Charbel has incorrectly presumed the documents to be fraudulent, with no evidence of such presumption. Such incorrect presumption has been used by Charbel to unlawfully detain and cause the torture of Stuart; and

xviii) Melius est recedere quam malo currere

"it is better to recede than to proceed in evil"

This court is required by this maxim of law

1 To reade; in simple terms DISMISS, or this
2 court is chasing & proceed in evil by unjustly
3 persecuting an innocent man; and

4 xxx) Melius est in tempore occurrere, quam post
5 causam vulneratum remedium quaerere

6 "it is better to restrain or meet a thing in time,
7 than to see a remedy after a wrong has been inflicted"

8 The time is now for the court to restrain
9 Charbel from committing any more acts of evil
10 against Stuart. Said previous acts have numerous
11 remedies, including without limitations, those
12 listed under the civil rights code, and the office
13 of Arizona Risk Management, public and private,
14 accordingly, as per surety and other BONDS; and
15 xx) Mora reprobatur in lege

16 "delay is disapproved of in law"

17 The approval of the law therefore, requires this
18 court to DISMISS ALL CASES AGAINST Stuart
19 FORTHWITH AS SUCH WILL EVENTUALLY HAPPEN
20 AND ANY DELAY OF SUCH IS NOT APPROVED;

21 xxii) Nemo damnus facit, nisi qui id fecit, quod
22 facere jus non habet

23 "no one is considered as committing damages,
24 unless he is doing what he has no right to do"

25 Stuart has the right to contract and to settle any
account with anyone, Stuart choses. When such
private transactions occur, and there is no
damage to any party, then it is unnecessary

1 and unlawful for an officer of the court, in
2 this instant case Charbel, to use his authority,
3 under color of law to make said private transaction
4 public, and

5 xxii) Nemo ex suo delicto meliorem suam
6 conditionem facere potest

7 "no one can improve her condition by a crime"

8 If the court does not dismiss this case the
9 court will be violating this maxim for it was
10 obviously Charbel's intent when committing the
11 crime of evidence tampering to have Stuart
12 unlawfully imprisoned, and

13 xxiii) Nemo praesumitur malus

14 "No one is presumed to be bad"

15 The court has repeatedly violated this maxim
16 concerning Stuart. This maxim closely resembles
17 in concept "innocent until proven guilty" which at
18 one point was the doctrine of our courts. Currently
19 it is more correct to say "guilty until proven
20 such is not in accordance with this maxim, and

21 xxiv) Nemo punitor pro alieno delicto

22 "no one is to be punished for the crime or wrong
23 of another"

24 Charbel is knowingly, with malice aforethought
25 violating this maxim to an extreme. Charbel is
actual punishing, and torturing Stuart for a
clerical error of another. Charbel knows, as

1 evidenced by court records. Stuart did not
2 do the accounting of said documents. Regardless
3 who committed said error, it is strictly an
4 administrative issue in need of administrative
5 remedy and does not rise to the level of a
6 crime or even a "bad act." Charbel's action under
7 color of law, to convert an accounting error
8 by another party in private to a crime committed
9 by Stuart in public is *malum in se* and heinous; and
10 *vi) Nihil habet forum ex se*

11 "The court has nothing to do with what is not
12 before it."

13 This matter should not be before the court, it
14 is PRIVATE. Charbel is only attempting to
15 convert a private matter to public by unlawfully
16 under color of law, using her authority to torture
17 a man into submission; and

18 *vi) Nihil quod est contra rationem est licitum*

19 "nothing against reason is lawful"

20 Thus this whole case is unlawful since it is
21 absent reason and cause; and

22 *vii) Omnia praesumuntur legitime facta donec
23 probatur in contrarium*

24 "all things are presumed to be done legitimately,
25 until the contrary is proved"

Charbel falsely presumed the documents to be
illegitimate and such violation of this maxim

1 with malice aforethought has caused irreparable
2 harm to Stuart, and

3 xviii) *Origo rei inspici debet*

4 "the origin of a thing ought to be inquired into"
5 By inquiring into the origin of the case, Stuart
6 has discovered Charbel has, under color of law,
7 committed numerous heinous crimes including without
8 limitations, tampering with evidence; and

9 xxix) *Pirata est hostis humani generis*

10 "a pirate is an enemy of the human race"

11 Charbel's actions are that of a pirate; theft of
12 contract, conversion of private goods, kidnapping,
13 torture, starvation of innocent captives, destruction
14 of evidence, lying to the court, fraud upon the
15 court, breaking of oath, and numerous other
16 VIOLATIONS OF ADMIRALTY LAW THEREBY,
17 BY LAW AND CONSEQUENCE, DECLARE
18 CHARBEL A PIRATE AND AN ENEMY
19 OF THE HUMAN RACE and this court should
20 act accordingly, and

21 xxx) *Poenae ad paucos, metus ad omnes perveniat*

22 "a punishment inflicted on a few, causes dread to all"
23 In contrast, a fraudulent punishment inflicted
24 on an innocent few, causes dread to all innocent.
25 This concept is scripturally correct, and

xxxii) *Qui adurit medium, dirigit Finem*

"he who takes away the means, destroys the end"

1 Charbel has unlawfully taken away the means
2 for Stuart to prepare a proper defense and thus
3 has stolen his defense and prevented Stuart
4 from receiving due process of law. Charbel's
5 actions require this court to **DISMISS ALL**
6 **CASES AGAINST Stuart AND RELEASE**
7 **Stuart FORTHWITH** and

8 xxxii) Qui iure utitur, nemini facit injuriam

9 "he who uses his legal rights, harms no one"
10 Stuart, having all rights, which include, without
11 limitations, the right to: contract, use his exemption,
12 travel, liberty, life, pursuit of happiness, to defend
13 ones self and his family and property, due
14 process of law, et al; has not harmed anyone
15 by using said rights; and

16 xxxiii) QUI JUSSO JUDICIS ALIQUOD FUERIT
17 NON VIDETUR DOLIO MALO FECISSE, QUIA
18 PARERE NECESSUM EST.

19 "HE WHO DOES ANYTHING BY COMMAND
20 OF A JUDGE, WILL NOT BE SUPPOSED
21 TO HAVE ACTED FROM AN IMPROPER
22 MOTIVE, BECAUSE IT WAS NECESSARY
23 TO OBEY.

24 Stuart WAS ORDERED A COMMAND, BY
25 JUDGE STEINLE THAT Stuart, the man,
WAS RELEASED FROM LIABILITY IN
THE ORIGINAL MATTER, THEREFORE

1 Stewart is released and any and all
2 parties acting for the court and or
3 Stewart are separate from Stewart.
4 Thus this court must dismiss all
5 charges against Stewart, and Stewart
6 or forever negate Judge Steinle's
7 authority in public and private
8 inclusive of previous, current
9 and future actions; and

10 xxxiv) Qui non obstat quod ob stare potest
11 facere videtur

12 "he who does not prevent what she can,
13 seems to commit the thing"

14 Phorbel did not prevent the grand jury
15 from making a mistake, and in fact purposely
16 caused the mistake and is therefore guilty
17 and responsible for the fraudulently obtained
18 indictment against Stewart; and

19 xxxv) Quod contra iuris rationem receptum
20 est, non est producendum ad consequentias
21 "what has been admitted against the spirit of
22 the law, ought not be heard."

23 Phorbel's act of tampering with evidence,
24 to make the evidence appear damning when
25 said evidence was savings, is in objection to
the spirit of the law and should therefore
not be allowed. Absent such documents

1 which are the only documents used to create the
2 fraudulent indictment, not only does the court
3 have no basis for its fraudulent case, the court
4 has basically nothing more than Charbel's lies,
5 which is not a valid basis for case. Thus,
6 THIS CASE MUST BE DISMISSED FOR THE
7 STATE'S FAILURE TO SHOW PROOF
8 EVIDENT AND PRESUMPTION GREAT, AND
9 LACK OF A PRIMA FACIE CASE; and

10 xxxvi) Quod inconsulto fecimus, consultis revocemus

11 "What is done without consideration or reflection,
12 upon better consideration we should revoke or undo"

13 The court is now well aware of Charbel's
14 unlawfull acts to fraudulently obtain an indictment
15 against Stuart, such better consideration shall
16 cause this court to revoke all charges
17 against Stuart; and

18 xxxvii) Quod meum est sine me auferri non potest

19 "What is mine cannot be taken away without
20 my consent"

21 Rights that are mine, include without limitations,
22 to contract privately, liberty, freedom, self-
23 defense, due process, et al AND I DO NOT
24 GIVE MY CONSENT TO HAVE THEM TAKEN
25 AUAU; and

xxxviii) Quod per recordum probatum, non debet
esse negatum.

"What is proved by the record, ought not to be denied"

1 The record proves Stuart has been released from
2 any liability and that his documents are sound,
3 even if there may be a clerical error. Charbel
4 is denying such and is thus unlawfully contesting
5 a maxim of law to use her authority to
6 deprive an innocent man of his rights; and
7 xxxix) Quotiens dubia interpretatio libertatis est,
8 secundum libertatem respondendum erit.

9 "Whenever there is a doubt between liberty and
10 slavery, the decision must be in favor of liberty"
11 The court is incorrect by taking Stuart's liberty
12 and enslaving Stuart to the jail and its
13 torturers when there is more than just doubt
14 as to Stuart's responsibility; and

15 xxx) Quoties in verbis nulla est ambiguitas ibi
16 nulla exposito contra verba fienda est.

17 "When there is no ambiguity in the words, then
18 no exposition contrary to the words is to be made"

19 The words "IT IS HEREBY ORDERED that
20 RPII/TPI, John-Chester: Stuart, the man, is hereby
21 ordered released from any further liability"
22 are not ambiguous even in the slightest since
23 of the word. Charbel's contention is in opposition
24 to this maxim of law and Judge Greinle's
25 order and is an act of "contempt of court"
and due to its effect of unlawfully imprisoning
and torturing and innocent man has risen to
the level of the heinous crime of treason; and

1 XL) Ratio in jure aequitas integra

2 "Reason in law is perfect equity"

3 Therefore, absence of reason is inequity. There

4 is and never was any reason to arrest and

5 detain Stuart and therefore this court is

6 inequitable and thus invalid and in conflict

7 with its jurisdiction, Admiralty, therefore

8 this matter does not exist and accordingly

9 Judge Steele must Dismiss with prejudice

10 or be held "accountable", in private, for Steele's

11 act of inequity; and

12 XLI) REGULA PRO LEGE SI DEFICIT LEX

13 "In default of law, the maxim rules"

14 This whole case is a default of law by the

15 courts inaction to hold its officers to their

16 oath's office. Thus, the maxims of law should

17 avail and direct the court in the interest of

18 justice to dismiss this case; and

19 XLII) Silent leges inter arma

20 "laws are silent amidst arms"

21 Stuart is amidst unfriendly arms, as so planned

22 and effected by Charbel's criminal acts and

23 thus the laws requiring Stuart to act in

24 specific manners are silent; and

25 xxiii) Spes impunitatis continuum affectum

tribuit delinquendi

"the hope of impunity holds out a continual

temptation to crime"

1 Such is the cause of the state of our judicial
2 system and jails as is evident in this specific
3 case. Stuart has witnessed more crime in
4 a few weeks of unlawfully detention than in
5 his whole life. Charbel's continuous acts of
6 perjury, destruction of evidence, fraudulent
7 filing of charges and the jail guards heinous
8 conduct of physically torturing men that have
9 yet to be convicted of any crime. All such
10 behavior is perpetuated by the courts refusal
11 to hold its officers and/or other government
12 officers culpable for their own behavior. Such
13 impunity has made societies outcasts into
14 victims of the most sinister and heinous
15 criminals, the ones who are entrusted to
16 protect the very ones they enjoy torturing, and
17 XLIV) *Ubi culpa est ibi poena subesse debet*
18 "where there is culpability, there punishment
19 ought to be"

20 Stuart has no culpability in this matter and
21 therefore should not be punished. Charbel
22 has continuous culpability in this matter as
23 Charbel: i) made a private matter public; and
24 ii) tampered with evidence; and iii) committed perjury;
25 and iv) caused and is causing an innocent man
to be tortured; and

XLV) *Veritas nihil veretur nisi abscondi*
"truth fears nothing but concealment"

1 Consequently, lions use concealment. As in concealing
2 exculpatory evidence & fraudulently obtain an indictment, and
3 XLVII) Istitutum clerici nocere non debet

4 "clerical errors ought not hurt"

5 If there are any clerical errors, most likely
6 accounting, such errors are not crimes and
7 afford no reason to punish, especially with
8 torture, and especially not those who did not
9 commit said error: and

10
11 The preceding maxims of law are a
12 cursory inspection only of the violations
13 of the fundamentals of our laws and
14 the due process that should be afforded
15 an innocent man before incarcerating and
16 torturing him. Such inspection was done by
17 laymen without assistance of counsel
18 and without access to a law library.

19 This whole Petition, as all prepared, is it
20 but one, have been written by one man
21 alone in a 6' x 12' cell and under extreme
22 sleep and sensory deprivation, intermittent
23 starvation, and even torture.

24 Hence, it should be expected by this court
25 that its officers should be able to under-
stand and follow said maxims of their own
accord.

Summary:

Judge Spinale MUST DISMISS WITH PREJUDICE THIS AND ALL CASES AGAINST Stuart, the man, for the aforementioned reasons. Stuart is the creditor in this private matter, which publicly does not lawfully exist. Stuart remains in honor and has appropriately indemnified the Judge. Charbol is, and remains, in dishonor and did not BOND HER CLAIM, therefore there ARE NO CLAIMS.

1) No man comes to a court of equity in chains; and

2) This matter is private and was settled privately; and

3) Charbol is unlawfully attempting to use torture to make a private matter public; and

4) All matters and cases involving Stuart have been previously settled privately and this court does not have jurisdiction to make private matters public; and


5) The fact that the "proof is NOT evident and the presumption is NOT great" in this case shall cause this case to be dismissed forthwith to end the needless and wrongful torture of an innocent man; and

6) The unlawful use by Charbol of her authority to fraudulently obtain an indictment which has caused Stuart's release bond to be revoked is grounds for this court, as it is the same Judge in the other matter, to Dismiss the other matter in the interest of justice as any other action would make this

1 court an accomplice to Charbel's crimes since Charbel's
2 primary intent to unlawfully imprison Stuart would
3 continue due to the bonding requirement of the other
4 case. The court is well aware it is Charbel's false
5 charges and fraudulently obtained indictment that
6 caused Stuart's bond in the other matter to
7 be stopped by the bond agents thus costing
8 Stuart's supporters approximately \$30,000 and
9 making it difficult for Stuart to bond again.
10 If this court refuses to dismiss said cases or allow
11 at the least release Stuart on his own recognizance
12 then the court has voluntarily effected Charbel's
13 heinous and unlawful acts under color of law.
14 Such acts by Charbel not only make Charbel liable
15 criminally but also civilly for the \$30,000 and
16 the punitive value of being unlawfully imprisoned
17 and tortured. see 42 USC §1983 and numerous
18 case precedents.

19 Wherefore John Stuart, the man respectfully
20 moves this court to grant this Petition
21 and Rule on all other Petitions and Dismiss with
22 Prejudice all matters against John Stuart, the man.

23 Exhibits: Signed Order, certified
24 Bond Documents


John Stuart, the man

1
2
3 SUPERIOR COURT OF THE STATE OF ARIZONA
4 IN AND FOR THE COUNTY OF MARICOPA
5

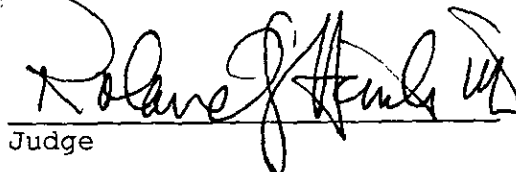
6 STATE OF ARIZONA,)
7 Plaintiff,) Case No.: CR-2008-106594
8 vs.) ORDER TO SUPERSEDE AND RETIRE ALL
9 JOHN C. STUART,) PREVIOUS BONDS
10 Defendant.) AND
11) RELEASE REAL PARTY IN
12) INTEREST/THIRD PARTY INTERVENER
13)
14 John Stuart, Real Party in)
15 Interest/Third Party Intervener)
16)
17)

18 The Court having read and considered Real Party in Interest/Third
19 Party Intervener's PETITION TO SUPERSEDE AND RETIRE ALL PREVIOUS BONDS
20 AND RELEASE REAL PARTY IN INTEREST/THIRD PARTY INTERVENER and being
21 fully advised in the premises and good cause appearing therefore;

22 **IT IS HEREBY ORDERED** that Real Party in Interest/Third Party
23 Intervener's bonds shall supersede all other bonds in this case; and

24 **IT IS HEREBY ORDERED** that Real Party in Interest/Third Party
25 Intervener, John-Chester: Stuart, the man, is hereby ordered released
from any further liability.

DONE IN OPEN COURT this March 24, 2008.


Judge



OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
LAURA DEAN-LYTTLE

When recorded mail to:

C,indy Cantrell
3540 E. Expedition Way
Phoenix, AZ 85050

DATE/TIME: 04/28/08 0804

FEE: \$13.00

PAGES: 3

FEE NUMBER: 2008-039408

(The above space reserved for recording information)

Copy Certification Order to supersede +
retire all previous Bonds

DOCUMENT TITLE

DO NOT DISCARD THIS PAGE. THIS COVER PAGE IS RECORDED AS PART OF YOUR DOCUMENT. THE CERTIFICATE OF RECORDATION WITH THE FEE NUMBER IN THE UPPER RIGHT CORNER IS THE PERMANENT REFERENCE NUMBER OF THIS DOCUMENT IN THE PINAL COUNTY RECORDER'S OFFICE.



OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
LAURA DEAN-LYTLÉ

DATE/TIME: 04/28/08 0804
FEE: \$13.00
PAGES: 3
FEE NUMBER: 2008-039408

NAME: CINDY CANTRELL
RECEIPT NO: 2008-040012 DATE: 04/28/08
FEE NO: 2008-039408

GRANTOR STUART, JOHN C
GRANTEE AZ, STATE OF

COURT ORDER

RECEIPT FOR FEES PAID FOR THE FOLLOWING:

RECORDINGS :	5.00	COPIES :	0.00
CNTY SURCHG:	4.00	OTHER :	0.00
ASSR SURCHG:	4.00	ACCT REC:	0.00
ST SURCHG :	0.00	SEARCHES:	0.00
VOTER SERV :	0.00	OVERPAY :	0.00
PAID CASH :	0.00	PAID CHK:	13.00
PAID CHARGE:	0.00		
TOTAL PAID :	13.00	REFUND :	0.00

CINDY CANTRELL

T1B

Pinal County Recorder, P.O. Box 848, Florence, AZ 85232-0848, (520) 866-6830

MAR 26 2008

Adm

MICHAEL S. JEANES, Clerk
By *[Signature]*
Deputy

1 John-Chester: Stuart
2 c/o: 21001 N. Tatum Blvd.,
3 Suite 1360472
4 Phoenix, Arizona state
5 Appearing Specially Pro Per
6 For this one act

7 SUPERIOR COURT OF THE STATE OF ARIZONA
8 IN AND FOR THE COUNTY OF MARICOPA

8	STATE OF ARIZONA,)	Case No.: CR-2008-106594 - 001
9	Plaintiff,)	
10	vs.)	PETITION TO SUPERSEDE AND RETIRE
11	JOHN C. STUART,)	ALL PREVIOUS BONDS AND
12	Defendant.)	RELEASE REAL PARTY IN
13)	INTEREST/THIRD PARTY INTERVENER
14)	
15	John Stuart, Real Party in)	
16	Interest/Third Party Intervener)	

15 Real Party in Interest appears specially and not generally and
16 petitions, in the nature of a motion, having already tendered bond(s) to
17 supersede all previous bonds, hereby petitions this court to setoff and
18 retire all previous bonds (Appearance, Bid, Payment, Performance, etc.), and
19 turnover any and all claims to John-Chester: Stuart, appearing specially,
20 separate and apart from the attorney represented trust known as JOHN C.
21 STUART, in capacity as Real Party in Interest and Third Party
22 Intervenor/Creditor, for the specific act of tendering the Supersedeas Bonded
23 Promissory Note and Private Offset Bond for case number CR-2008-106594.

24 If amount of bonds tendered by Real Party in Interest/Third Party
25 Intervenor, entered into evidence via Notary Public, exceed existing alleged
penal sum or total gross invoice of charges then Real Party in Interest/Third
Party Intervenor demands turnover of case to Real Party in Interest/Third
Party Intervenor.

In the event that tendered bonds do not exceed the penal sum charged
then Real Party in Interest/Third Party Intervenor requests to know the
existing penal sum in the admiralty, special maritime jurisdiction so that
supersedeas bonds may be filed in accord with FAR -- Part 28, Bonds and
Insurance.

RESPECTFULLY SUBMITTED this 12 March, 2008.

[Signature]
John-Chester: Stuart
Real Party Intervener, Creditor

NOTARY'S CERTIFICATE OF SERVICE

It is hereby certified, that on March 17, 2008, Richard W. Fry, the undersigned Notary Public mailed to:

Timothy J. Ryan, Judge
Michael K. Jeanes, Clerk of the Court
201 W. Jefferson
Phoenix, Arizona 85003-2243

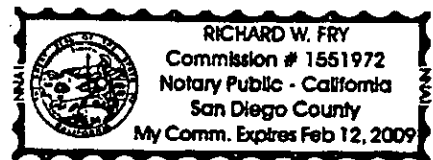
hereinafter, "Recipient," the documents and sundry papers pertaining to John-Chester: Stuart unless indicated otherwise and herein identified as follows:

01. Petition to Supersede and Retire all Previous Bonds and Release Real Party in Interest/Third Party Intervener
02. Memorandum in Support of Petition to Supersede and Retire all Previous Bonds and Release Real Party in Interest/Third Party Intervener
03. Order to Supersede and Retire all Previous Bonds and Release Real Party in Interest/Third Party Intervener
04. Private Correspondence to Henry M. Paulson, Jr.
05. Supersedeas Bond # JCS-080208-18
06. Form 1040V (completed) for reconciliation
07. Copy B of 1099-01D
08. Reference copy **Notary's Certificate of Service** (signed original on file)

by Certified Mail # 7006 0100 0000 1829 8941US Return Receipt Requested by placing same in a postpaid envelope properly addressed to Recipient at said address and depositing same at an official depository under the exclusive care and custody of the U.S. Postal Service within the State of California.


Richard W. Fry, Notary Public

Richard W. Fry, Notary Public
c/o 4153 Bryan Street
Oceanside 92056 California state



March 17, 2008
DATE

CORRECTED (if checked)

PAYER'S name, street address, city, state, ZIP code, and telephone no. CHESTER STUART Richard W Fry Notary Public 4153 Bryan Street Oceanside California state postal trade zone 92056		1 Original issue discount for 2008* \$ 30000000.00	OMB No. 1545-0117 2008	Original Issue Discount
		2 Other periodic interest \$ 0		
PAYER'S federal identification number 526514960	RECIPIENT'S identification number unknown	3 Early withdrawal penalty \$ 0	4 Federal income tax withheld \$ 30000000.00	Copy B For Recipient This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.
RECIPIENT'S name Timothy J. Ryan		5 Description PAY TO U.S. TREASURY 1060V ATTCH STATE OF ARIZONA CASE CR-2008-106594-00111 for settlement & closure of case		
Street address (including apt. no.) 201 West Jefferson		6 Original issue discount on U.S. Treasury obligations* \$ 0		
City, state, and ZIP code Phoenix, Arizona 85003 2443		7 Investment expenses \$ 0		
Account number (see instructions) 526-51-4960		* This may not be the correct figure to report on your income tax return. See instructions on the back.		

Form 1099-OID

(keep for your records)

Department of the Treasury - Internal Revenue Service

CORRECTED (if checked)

PAYER'S name, street address, city, state, ZIP code, and telephone no. JOHN CHESTER STUART c/o Richard W Fry Notary Public 4153 Bryan Street Oceanside California state postal trade zone 92056		1 Original issue discount for 2008* \$ 30000000.00	OMB No. 1545-0117 2008	Original Issue Discount
		2 Other periodic interest \$ 0		
PAYER'S federal identification number 526514960	RECIPIENT'S identification number unknown	3 Early withdrawal penalty \$ 0	4 Federal income tax withheld \$ 30000000.00	Copy B For Recipient This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.
RECIPIENT'S name Andrew P Thomas		5 Description PAY TO U.S. TREASURY 1060V ATTCH STATE OF ARIZONA COUNTY OF MARICOPA Case no CR 2008 106594-00111 for settlement and closure of Case no CR-2008-106594-00111		
Street address (including apt. no.) 301 West Jefferson ste 800		6 Original issue discount on U.S. Treasury obligations* \$ 0		
City, state, and ZIP code Phoenix Arizona 85003		7 Investment expenses \$ 0		
Account number (see instructions) 526-51-4960		* This may not be the correct figure to report on your income tax return. See instructions on the back.		

Form 1099-OID

(keep for your records)

Department of the Treasury - Internal Revenue Service

CORRECTED (if checked)

PAYER'S name, street address, city, state, ZIP code, and telephone no.		1 Original issue discount for 2008* \$	OMB No. 1545-0117 2008	Original Issue Discount
		2 Other periodic interest \$		
PAYER'S federal identification number	RECIPIENT'S identification number	3 Early withdrawal penalty \$	4 Federal income tax withheld \$	Copy B For Recipient This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.
RECIPIENT'S name		5 Description		
Street address (including apt. no.)		6 Original issue discount on U.S. Treasury obligations* \$		
City, state, and ZIP code		7 Investment expenses \$		
Account number (see instructions)		* This may not be the correct figure to report on your income tax return. See instructions on the back.		

Form 1099-OID

(keep for your records)

Department of the Treasury - Internal Revenue Service

Recipient

Original issue discount (OID) is the excess of an obligation's stated redemption price at maturity over its issue price (acquisition price for a stripped bond or coupon). OID is taxable as interest over the life of the obligation. If you are the holder of an OID obligation, generally you must include an amount of OID in your gross income each year you hold the obligation. Obligations that may have OID include a bond, debenture, note, certificate, or other evidence of indebtedness having a term of more than 1 year. For example, the OID rules may apply to certificates of deposit (CDs), time deposits, bonus savings plans, and other deposit arrangements, especially if the payment of interest is deferred until maturity. In addition, the OID rules apply to Treasury inflation-indexed securities. See Pub. 550, Investment Income and Expenses, for more information.

If, as the record holder, you receive Form 1099-OID showing amounts belonging to another person, you are considered a nominee recipient. Complete a Form 1099-OID for each of the other owners showing the amounts allocable to each. File Copy A of the form with the IRS. Furnish Copy B to each owner. List yourself as the "payer" and the other owner as the "recipient." File Form(s) 1099-OID with Form 1096, Annual Summary and Transmittal of U.S. Information Returns, with the Internal Revenue Service Center for your area. On Form 1096, list yourself as the "filer." A husband or wife is not required to file a nominee return to show amounts owned by the other. If you bought or sold an obligation during the year and you are not a nominee, you are not required to issue or file Form 1099-OID showing the OID or stated interest allocable to the seller/buyer of the obligation.

Account number. May show an account or other unique number the payer assigned to distinguish your account.

Box 1. Shows the OID on the obligation for the part of the year you owned it. Report the amount in box 1 as interest income on your income tax return. However, depending on the type of debt instrument, the issue or acquisition date, and other factors (for example, if you paid acquisition or bond premium, or the obligation is a

Instructions for Recipient

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Box 1. Shows the OID on the obligation for the part of the year you owned it. Report the amount in box 1 as interest income on your income tax return. However, depending on the type of debt instrument, the issue or acquisition date, and other factors (for example, if you paid acquisition or bond premium, or the obligation is a

stripped bond or coupon), you may have to figure the correct amount of OID to report on your return. See Pub. 1212, Guide to Original Issue Discount (OID) Instruments, for details on how to figure the correct OID.

Box 2. Shows other interest on this obligation for the year, which is an amount separate from the OID. If you held the obligation the entire year, report this amount as interest income on your tax return. If you disposed of the obligation or acquired it from another holder during the year, see Pub. 550 for reporting instructions. If there is an amount in both boxes 2 and 6, the amount in box 2 is interest on a U.S. Treasury obligation and is exempt from state and local income taxes.

Box 3. Shows interest or principal forfeited if you withdrew the money before the maturity date of the obligation, such as from a CD. You may deduct this amount to figure your adjusted gross income on your income tax return. See the instructions for Form 1040 to see where to take the deduction.

Box 4. Shows backup withholding. Generally, a payer must backup withhold at a 28% rate if you did not furnish your taxpayer identification number (TIN) or you did not furnish the correct TIN to the payer. See Form W-9, Request for Taxpayer Identification Number and Certification, for information on backup withholding. Include this amount on your income tax return as tax withheld.

Box 5. Shows the identification number (CUSIP number) or description of the obligation. The description may include the stock exchange, issuer, coupon rate, and year of maturity.

Box 6. Shows OID on a U.S. Treasury obligation for the part of the year you owned it. Report this amount as interest income on your federal income tax return, and see Pub. 1212 to figure any appropriate adjustments to this amount. This OID is exempt from state and local income taxes and is not included in box 1.

Box 7. Any amount shown is your share of investment expenses of a single-class REMIC. If you file Form 1040, you may deduct these expenses on the "Other expenses" line of Schedule A (Form 1040) subject to the 2% limit. This amount is included in box 2.

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Box 7. Any amount shown is your share of investment expenses of a single-class REMIC. If you file Form 1040, you may deduct these expenses on the "Other expenses" line of Schedule A (Form 1040) subject to the 2% limit. This amount is included in box 2.

2006 Form 1040-V



Department of the Treasury
Internal Revenue Service

What Is Form 1040-V and Do You Have To Use It?

It is a statement you send with your check or money order for any balance due on the "Amount you owe" line of your 2006 Form 1040. Using Form 1040-V allows us to process your payment more accurately and efficiently. We strongly encourage you to use Form 1040-V, but there is no penalty if you do not.

How To Fill In Form 1040-V

Line 1. Enter your social security number (SSN). If you are filing a joint return, enter the SSN shown first on your return.

Line 2. If you are filing a joint return, enter the SSN shown second on your return.

Line 3. Enter the amount you are paying by check or money order.

Line 4. Enter your name(s) and address exactly as shown on your return. Please print clearly.

How To Prepare Your Payment

- Make your check or money order payable to the "United States Treasury." Do not send cash.
- Make sure your name and address appear on your check or money order.
- Enter "2006 Form 1040," your daytime phone number, and your SSN on your check or money order. If you are filing a joint return, enter the SSN shown first on your return.
- To help process your payment, enter the amount on the right side of your check like this: \$ XXX.XX. Do not use dashes or lines (for example, do not enter "\$ XXX—" or "\$ XXX $\frac{XX}{100}$ ").

How To Send In Your 2006 Tax Return, Payment, and Form 1040-V

- Detach Form 1040-V along the dotted line.
- Do not staple or otherwise attach your payment or Form 1040-V to your return or to each other. Instead, just put them loose in the envelope.
- Mail your 2006 tax return, payment, and Form 1040-V in the envelope that came with your 2006 Form 1040 instruction booklet.

Note. If you do not have that envelope or you moved or used a paid preparer, mail your return, payment, and Form 1040-V to the Internal Revenue Service at the address shown on the back that applies to you.

Paperwork Reduction Act Notice. We ask for the information on Form 1040-V to help us carry out the Internal Revenue laws of the United States. If you use Form 1040-V, you must provide the requested information. Your cooperation will help us ensure that we are collecting the right amount of tax.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by Internal Revenue Code section 6103.

The average time and expenses required to complete and file this form will vary depending on individual circumstances. For the estimated averages, see the instructions for your income tax return. If you have suggestions for making this form simpler, we would be happy to hear from you. See the instructions for your income tax return.

Cat. No. 20975C

Form 1040-V (2006)

▼ Detach Here and Mail With Your Payment and Return ▼

Form 1040-V Department of the Treasury Internal Revenue Service (99)		Payment Voucher		OMB No. 1545-0074	
				2006	
▶ Do not staple or attach this voucher to your payment or return.					
1 Your social security number (SSN)	2 If a joint return, SSN shown second on your return	3 Amount you are paying by check or money order	Dollars	Cents	
526 : 51 : 4960					
4 Your first name and initial JOHN C.			Last name STUART		
If a joint return, spouse's first name and initial			Last name		
Home address (number and street) 21001 N. TATUM BLVD SUITE 1360472					Apt. no.
City, town or post office, state, and ZIP code PHOENIX, AZ 85050					

Cat. No. 20975C

To: Henry M. Paulsen, Jr.
Secretary of the Treasury
United States Department of the Treasury
1500 Pennsylvania Avenue, NW
Washington, DC 20220

March 3, 2008

From: John Chester Stuart, Secured Party Creditor
Richard Wayne Fry, Notary Public
4153 Bryan Street
Oceanside, California

Private Correspondence:

Declaration of Intent and Method of Authentication

Dear Mr. Paulson:

Please find copies hereby certified to be true, correct and complete of (i) Supersedeas Bonded Promissory Note JCS-080208-18 in the amount of \$150,000,000; (ii) IRS Form 1040v, and (iii) evidence of liability (CASE NUMBER CR2008-106594, Booking Number P382300) noted accepted for value which were served on or about March 3, 2008 on Timothy J. Ryan, Judge, Michael K. Jeanes, Clerk of Court, d/b/a MARICOPA COUNTY SUPERIOR COURT, and Andrew P. Thomas, d/b/a Maricopa County Attorney in his/her capacity as fiduciary on the instrument.

Please execute the deposit and chargeback noted on the CASE NUMBER CR2008-106594, Booking Number P382300 if not previously executed.


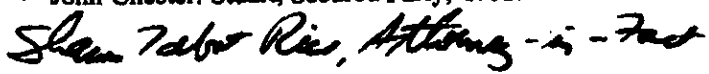
Please offset the billing through the Account of John-Chester: Stuart, Private Offset Account No. 526514960, by routing through and ledgering against *Private Offset Bond No. JCS-080208-17* which has been in your possession since on or about March 3, 2008, and settle the account as noted thereon.

Timothy J. Ryan, Michael K. Jeanes and Andrew P. Thomas, has been expressly instructed to credit the full value of the note to the above-noted account(s) and present you with the instrument within three (3) days of service.

The express purpose and intention of the said process is to set-off, peacefully and remaining in honor. If the fiduciary fails to properly adjust the account within ten (10) days, I will be petitioning for liquidation on the conversion of liability and theft of funds within the special maritime jurisdiction.

Thanking you in advance for your compliance, I remain,

Very truly yours,


John-Chester: Stuart, Secured Party, Creditor




BOND ORDER
for
SUPERSEDEAS BOND

BOND NUMBER JCS-080208-18 for CASE NUMBER CR2008-106594
Original Post Registration Number (OPRN) RB 146 586 871 US

The Maker, Issuer and Principal of this SUPERSEDEAS BOND, OPRN RB 146 586 871 US, respectfully issues the following bond orders pertaining to said Bond and the execution of its purposes:

1) Henry M. Paulsen, Jr., Secretary of the Treasury, UNITED STATES DEPARTMENT OF THE TREASURY shall discharge and/or setoff all pre-existing and current and future pre-existing, current, and future loss, cost, debt, tax, levy, encumbrance, deficit, deficiency, lien, judgment, true bill, criminal debt, indictment fine, restitution, charge, negligence, default, violation, penal debt, breach of contract, obligation of contract, obligations of performance, warrant, and any other obligation or bill as may exist, or come to exist, for the Account Holder John-Chester: Stuart as Principal and JOHN C. STUART for SOCIAL SECURITY TRUST ACCOUNT NUMBER, 526-51-4960, Dollar for Dollar, jointly and severally, for any amount up to and including One Hundred Fifty Million United States Dollars (\$150,000,000.00), through Account Holder's Private Offset Account, thus restoring the honor of the Account Holder and the Account.

2) Account Holder John-Chester: Stuart; as Principal and JOHN C. STUART, and SOCIAL SECURITY TRUST ACCOUNT NUMBER, 526-51-4960 shall each be insured, underwritten, and indemnified, jointly and severally, for any amount up to and including One Hundred Fifty Million United States Dollars (\$150,000,000.00), in United States Dollars, against any and all future loss, cost, debt, tax, levy, encumbrance, deficit, deficiency, lien, judgment, true bill, criminal debt, indictment fine, restitution, charge, negligence, default, violation, penal debt, breach of contract, obligation of contract, obligations of performance, warrant, and any other obligation or bill as may exist, or come to exist for the Account Holder, as Principal and JOHN C. STUART, for SOCIAL SECURITY TRUST ACCOUNT NUMBER, 526-51-4960, Dollar for through Account Holder's Private Offset Account, thus restoring the honor of the Account Holder and the Account.

3) Henry M. Paulsen, Jr., Secretary of the Treasury, UNITED STATES DEPARTMENT OF THE TREASURY shall have Ten days (10) days from the date of service of this SUPERSEDEAS BOND, OPRN RB 146 586 871 US as witnessed by the date of receipt affixed to the USPS Domestic Return Receipt, to dishonor this Bond by returning same in the original to the Principal at the stipulated mailing address by USPS, Certified Mail. Failure to return this Bond as stated shall constitute acceptance and honor by Henry M. Paulsen, Jr., Secretary of the United States Treasury and the UNITED STATES DEPARTMENT OF THE TREASURY of this SUPERSEDEAS BOND, OPRN RB 146 586 871 US, together with all the associated transactions, in accordance with the Law

4) This SUPERSEDEAS BOND, OPRN RB 146 586 871 US shall be ledgered by the UNITED STATES DEPARTMENT OF THE TREASURY as an asset as best suits the needs of the UNITED STATES DEPARTMENT OF THE TREASURY for a period of thirty (30) years. This SUPERSEDEAS BOND, OPRN RB 146 586 871 US shall expire at the end of the business day, February 23rd, 2038.

The Principal's stipulated postal location mailing address is: John-Chester: Stuart, Real Party in Interest
c/o: Richard W. Fry, Notary Public
4153 Bryan Street
Oceanside, California state [92056]
non-domestic without the US

We, John-Chester: Stuart as Principal and Thomas-Ford: McFadden and Clayton-Thomas: Utterback as Signatories, do execute this SUPERSEDEAS BOND, #JCS-080208-18 with Original Post Registration Number RB 146 586 871 US, and do hereby affix our initial(s), seal(s), and signature(s) thereto on this 24th. Day of February, in the year of our Lord Two Thousand Eight.

572732423
Surety #2, Private Offset Account Number

Clayton-Thomas: Utterback
Seal, Surety # 2
Right Thumbprint

551132995
Surety #1, Private Offset Account Number

Thomas-Ford: McFadden
Seal, Surety # 1
Right Thumbprint

526514960
Principal, Private Offset Account Number

John-Chester: Stuart
Seal, Principal
Right Thumbprint

Statement of Witnesses

We, Charles-Homer: Bond and Charles-Edward: Carter, do solemnly attest that we did in fact see John-Chester: Stuart, Principal, by and through his Attorney-in-Fact, Shimon Talbot Rice, Rabbi LL.D. and Thomas-Ford: McFadden, and Clayton-Thomas: Utterback, each of which are know to us personally, initial, seal and sign this SUPERSEDEAS BOND, #JCS-080208-18, Original Post Registration Number RB 146 586 871 US, together with the BOND ORDER on this the 24th day of February, in the year of our Lord Two Thousand Eight.

Shimon Talbot Rice
Ryan-Thomas: Utterback Living Location:

c/o: 9049 Garfield Avenue # 137
near Fountain Valley, California state
Non-domestic without the US

James Owen Golden
Living Location:

c/o: 18837 Santa Maria
Fountain Valley, California state
Non-domestic without the US

SUPERSEDEAS BOND

**CERTIFIED
and
TRUE**

Convention de La Haye
du 5 octobre 1961

Bond No: JCS-080208-18

ISSUE DATE: February 24th, 2008

Original Post Registration Number: RB 146 586 871 US

EXPIRATION DATE: February 23rd, 2038

TO: Henry M. Paulsen, Jr., Secretary of the Treasury UNITED STATES DEPARTMENT OF THE TREASURY and Timothy J. Ryan, Judge/First Fiduciary Trustee, Michael K. Jennes, Clerk of Court/Fiduciary Trustee, and Andrew P. Thomas, Maricopa County Attorney/Fiduciary Trustee

FOR: PRIVATE DISCHARGING AND INDEMNITY BOND JCS-080208-1 Tracking Number: RB 146 586 749 US, held by the Holder in Due Course Mr. Henry M. Paulson, Jr., since on or about February 12, 2008, PRIVATE DISCHARGING AND INDEMNITY BOND JCS-080208-2 Tracking Number: RB 146 586 752 US, held by the Holder in Due Course Mr. Henry M. Paulson, Jr., since on or about February 19, 2008, PRIVATE DISCHARGING AND INDEMNITY BOND JCS-080208-3 Tracking Number: RB 146 586 766 US, held by the Holder in Due Course Mr. Henry M. Paulson, Jr., since on or about February 23, 2008, and PRIVATE DISCHARGING AND INDEMNITY BOND JCS-080208-4 Tracking Number: RB 146 586 770 US, held by the Holder in Due Course Mr. Henry M. Paulson, Jr., since on or about February 27, 2008, and PRIVATE DISCHARGING AND INDEMNITY BOND JCS-080208-5 Tracking Number: RB 146 586 783 US, Private Offset Bond JCS-080208-17, held by the Holder in Due Course Mr. Henry M. Paulson, Jr., since on or about February 24, 2008 and FOR CASE NUMBER CR2008-106594, Booking Number P382300, each and severally.

IN THE AMOUNT OF: ONE HUNDRED FIFTY MILLION United States Dollars (\$150,000,000.00) BY, ON/THROUGH:

Principal: John-Chester: Stuart

Private Offset Account #: 526514960

Surety Number One: Thomas-Ford: McFadden

Private Offset Account #: 551132995

Surety Number Two: Clayton-Thomas: Utterback

Private Offset Account #: 572739423

No lawful money of account exists and only Fiat Money exists in circulation for the discharge or offset of debt. Therefore, in order to protect secured interests, to reserve the right of remedy, recourse and subrogation, and in order to maintain the honor of the named PRIVATE DISCHARGING AND INDEMNITY BONDS, i.e., Original Post Registration Number(s) (OPRN) RB 146 586 749 US, RB 146 586 752 US, RB 146 586 766 US, RB 146 586 770 US, and RB 146 586 783 US together with that of the Account, we, the undersigned, hereby issue this SUPERSEDEAS BOND out of necessity.

Now Therefore, we, John-Chester: Stuart as Principal and Thomas-Ford: McFadden and Clayton-Thomas: Utterback as Surety, being creditors, Sui Juris, of sound mind, standing in honor and with honorable intent, with full knowledge and full disclosure, do hereby hold, bind and obligate ourselves individually and cooperatively, jointly and severally, as voluntary Sureties for PDIB Number(s): JCS-080208-1, JCS-080208-2, JCS-080208-3, JCS-080208-4, JCS-080208-5, and Private Offset Bond JCS-080208-17, all executed through pass-through account JOHN C. STUART, RB 146 586 735 US-526514960, THOMAS F. MCFADDEN RR 099 457 638 US-551132995, CLAYTON T. UTTERBACK 573729423, for any amount up to and including One Hundred Fifty Million United States Dollars, (\$150,000,000.00), for the honorable purposes through this SUPERSEDEAS BOND, Original Post Registration Number (OPRN) RB 146 586 871 US of underwriting, insuring, and indemnifying the aforementioned Account Holder and Account against any and all pre-existing, current, and future loss, cost, debt, tax, levy, encumbrance, deficit, deficiency, lien, judgment, true bill, criminal debt, indictment fine, restitution, charge, negligence, default, violation, penal debt, breach of contract, obligation of contract, obligations of performance, warrant, and any other obligation or bill as may exist, or come to exist, through or by discharging and/or offsetting, dollar for dollar, any and all such obligations fully and completely, thereby restoring and maintaining the honorable standing of the Account Holder and the Account through our Private Offset Account(s).

Henry M. Paulsen, Jr., Secretary of the Treasury, UNITED STATES DEPARTMENT OF THE TREASURY shall have Ten Days (10) days from the date of service of this SUPERSEDEAS BOND, as witnessed by the date of receipt affixed to the USPS Domestic Return Receipt, to dishonor this Bond by returning same in the original to the Principal at the stipulated mailing address given in the BOND ORDER, by USPS, Certified Mail. Failure to return this Bond as stated shall constitute acceptance and honor by Henry M. Paulsen, Jr., Secretary of the United States Treasury and the UNITED STATES DEPARTMENT OF THE TREASURY of this SUPERSEDEAS BOND, OPRN RB 146 586 871 US, together with all the associated transactions, in accordance with the Law

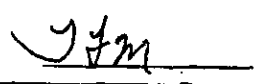
This SUPERSEDEAS BOND, OPRN RB 146 586 871 US shall be lodged by the UNITED STATES DEPARTMENT OF THE TREASURY, as an asset as best suits the needs of the UNITED STATES DEPARTMENT OF THE TREASURY for a period of thirty (30) years. This SUPERSEDEAS BOND, OPRN RB 146 586 871 US, shall expire at the end of the business day, February 23rd, 2038.

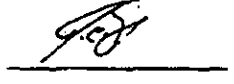
Initials, Surety #2

Initials, Surety #1

Initials, Principal







The foregoing instrument is a full, true and correct copy of the original on file in this office.

Attest 4-18 - 20 08

MICHAEL K. JEANES, Clerk of the Superior Court of the State of Arizona, in and for the County of Maricopa.

By [Signature] Deputy

MAR 26 2008

904 am

MICHAEL R. JEANES, Clerk
By *[Signature]*
Deputy

1 John-Chester: Stuart
2 c/o: 21001 N. Tatum Blvd.,
3 Suite 1360472
4 Phoenix, Arizona state
5 Appearing Specially Pro Per
6 For this one act

7 SUPERIOR COURT OF THE STATE OF ARIZONA
8 IN AND FOR THE COUNTY OF MARICOPA

9 STATE OF ARIZONA,)
10 Plaintiff,) Case No.: CR-2008-106594 - Co/
11 vs.) MEMORANDUM IN SUPPORT OF
12 JOHN C. STUART,) PETITION TO SUPERSEDE AND RETIRE
13 Defendant.) ALL PREVIOUS BONDS AND
14) RELEASE REAL PARTY IN
15) INTEREST/THIRD PARTY INTERVENER

16 John Stuart, Real Party in)
17 Interest/Third Party Intervener)
18)
19)

- 20 1. All crimes are commercial.
- 21 2. Commercial issues are contractual issues.
- 22 3. The United States Constitution states in Article 1 section 10, "no
23 state . . . shall impair the obligation of contract."
- 24 4. Bouvier's maxims of law state, "Conventio vincit legem. The
25 agreement of the parties overcomes or prevails against the law.
Story, Ag. See Dig. 16, 3, 1, 6."
- 5. Bouvier's maxims of law state, "Le contrat fait la loi. The contract
makes the law."
- 6. Bouvier's maxims of law state, "Qui destruit medium, destruit finem.
He who destroys the means, destroys the end. 11 Co. 51; Shep. To.
342."

This document is operating in accord with the principles set forth in Title 27 C.F.R. 72.11 where all crimes are commercial and therefore contractual with a penal sum, which can be setoff in accord with public policy's bankruptcy rules.

1 John-Chester: Stuart
c/o: 21001 N. Tatum Blvd.,
2 Suite 1360472
Phoenix, Arizona state
3 Appearing Specially Pro Per
For this one act
4
5

6 SUPERIOR COURT OF THE STATE OF ARIZONA
7 IN AND FOR THE COUNTY OF MARICOPA

8 STATE OF ARIZONA,)
Plaintiff,) Case No.: CR-2008-106594
9 vs.) MEMORANDUM IN SUPPORT OF
10 JOHN C. STUART,) PETITION TO SUPERSEDE AND RETIRE
Defendant.) ALL PREVIOUS BONDS AND
11) RELEASE REAL PARTY IN
12) INTEREST/THIRD PARTY INTERVENER
13 John Stuart, Real Party in
Interest/Third Party Intervener)
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therefore contractual with a penal sum. which can be setoff in accord
with public policy's bankruptcy rules.

1 MEMORANDUM OF LAW

2 With Points and Authorities
3 On the Monetary Condition that Exists within the UNITED STATES
4 in Support of the USE, TENDER and ACCEPTANCE
5 of

6 International Bill(s) of Exchange and/or International Bonded
7 Promissory Notes

8 TO WHOM THESE PRESENTS SHALL COME; TAKE NOTICE:

9 RE: International 'Bill of Exchange' and or Promissory Notes Item
10 tendered for Discharge of Debt:

11 The instrument AS MAY BE tendered to you through your bank (financial
12 institution) and to be negotiated to the United States Treasury for
13 settlement is an "Obligation of THE UNITED STATES," under Title 18 USC
14 Sect. 8, representing as the definition provides a "certificate of
15 indebtedness . . . drawn upon an authorized officer of the United
16 States," (in this case the Secretary of the Treasury) "issued under an
17 Act of Congress", in this case public law 73-10, HJR-192 of 1933 and
18 Title 31 USC 3123, and 31 USC 5103 and by treaty; in this case the
19 UNITED NATIONS CONVENTION ON INTERNATIONAL BILLS OF EXCHANGE AND
20 INTERNATIONAL PROMISSORY NOTES (UNCITRAL) and the Universal Postal
21 Union headquartered in Bern, Switzerland).

22 TITLE 18 - PART I - CHAPTER 1 - Sec. 1. - Sec. 8.

23 Sec. 8. - Obligation or other security of the United States defined.
24 The term "obligation or other security of the United States" includes
25 all bonds, certificates of indebtedness, national bank currency,
Federal Reserve notes, Federal Reserve bank notes, coupons, United
States notes, Treasury notes, gold certificates, silver certificates,
fractional notes, certificates of deposit, bills, checks, or drafts for
money, drawn by or upon authorized officers of the United States,
stamps and other representatives of value, of whatever denomination,
issued under any Act of Congress, and canceled United States stamps.

The International Bill of Exchange and or Promissory Note is legal
tender as a national bank note, or note of a National Banking
Association, by legal and/or statutory definition (UCC 4-105, 12 CFR
Sec. 229.2, 210.2, 12 USC 1813), issued under Authority of the United
States Code 31 USC 392, 5103, which officially defines this as a
statutory legal tender obligation of THE UNITED STATES, and is issued
in accordance with 31 USC 3123 and HJR- 192(1933) which establishes and
provides for its issuance as "Public Policy" in remedy for discharge or
offset of equity interest recovery on that portion of the public debt

1 to its Principals, and Sureties bearing the Obligations of THE UNITED
2 STATES.

3
4 This is a statutory remedy for equity interest recovery due the
5 principles and sureties of the United States for discharge of lawful
6 debts in commerce in conjunction with US obligations to that portion of
7 the public debt it is intended to reduce.

8
9 During the financial crisis of the depression, in 1933 substance of
10 gold, silver and real money was removed as a foundation for our
11 financial system and the Federal Government declared bankruptcy. In its
12 place the substance of the American citizenry: their real property,
wealth, assets and productivity that belongs to them was, in effect,
"pledged" by the government and placed at risk as the collateral for US
debt, credit and currency for commerce to function.

13 TAKE NOTICE:

14 "...The United States went "Bankrupt" in 1933 and was declared so by
15 President Roosevelt by Executive Orders 6073, 6102, 6111 and by
16 Executive order 5260 on March 9, 1933 (see: Senate Report 93-549 pgs.
17 187 & 594), under the "Trading With The Enemy Act" (Sixty-Fifth
18 Congress, Sess. I, Chs. 105, 106, October 5, 1917), and as codified at
19 12 U.S.C.A. 95a On May 23, 1933, Congressman, Louis T. McFadden,
20 brought formal charges against the Board of Governors of the Federal
21 Reserve Bank system, the Comptroller of the Currency and the Secretary
of the United States Treasury for criminal acts. The petition for
Articles of Impeachment was thereafter referred to the Judiciary
Committee, and has yet to be acted upon. (See: Congressional Record pp.
4055-4058) Congress confirmed the Bankruptcy on June 5, 1933, and
impaired the obligations and considerations of contracts through the
"Resolution To Suspend The Gold Standard And Abrogate The Gold Clause,
June 5, 1933", (See: House Joint Resolution 192 73rd Congress, 1st
session) The several States of the Union pledged the faith and credit
thereof to the aid of the National Government..."

22 DECLARATION OF CAUSE AND NECESSITY TO ABOLISH AND DECLARATION OF
23 SEPARATE AND EQUAL STATUS - Dated 9-21-92 on "U.S. Bankruptcy" - by
John Nelson

24 This is well documented in the actions of Congress and the President at
25 that time and in the Congressional debates that preceded the adoption
of the re-organizational measures:

Senate Document No. 43, 73rd Congress, 1st Session, stated: "Under the
new law the money is issued to the banks in return for Government
obligations, bills of exchange, drafts, notes, trade acceptances, and
banker's acceptances. The money will be worth 100 cents on the dollar,
because it is backed by the credit of the nation. It will represent a
mortgage on all the homes and other property of all the people in the
Nation." (Which lawfully belongs to these private citizens.)

TAKE NOTICE:

1 " 31 USC Section 5118 (d) (2) provided for many years that a
2 requirement of repayment of debt in a particular kind of coin or
3 currency could be made by legal tender. As of October 27, 1977, legal
4 tender for discharge of debt is no longer required. That is because
5 legal tender is not in circulation at par with the promises to pay
6 credit. Negotiable Instruments via Guaranty Trust of New York vs.
7 Henwood, et al 59 S CT 847 (1933), 307 U.S. 847 (1939), FWS NOS 384,
8 485 holds that 31 U.S.C. 5118 was enacted to remedy the specific evil
9 of tying debt to any particular currency or requiring payment in a
10 greater number of dollars than promised. Since October 27, 1977, there
11 can be no requirement of repayment in legal tender either, since legal
12 tender was not loaned and repayment need only be made in equivalent
13 kind: A negotiable instrument representing credit, i.e.; an
14 International Bill of Exchange..."

15
16 The National Debt is defined as "mortgages on the wealth and income of
17 the people of a country." (Encyclopedia Britannica, 1959.) Their
18 wealth, .. their income, to wit:

19 March 9, 1933 - PAGE 83 - CONGRESSIONAL RECORD - HOUSE

20 "If the Republican Party had released itself from the clutches of Wall
21 Street and expanded the currency immediately after the Stock-market
22 crash in 1929 or within a year after the crash, our people would have
23 been saved from this awful money panic. Our President will doubtless
24 ask amendments to this new law when conditions are more normal and
25 when it is better understood. Under the new law the money is issued to
the banks in return for Government obligations, bill of exchange,
drafts, notes, trade acceptances, and banker's acceptances. The money
will be worth 100 cents on the dollar, because it is backed by the
credit of the Nation. It will represent a mortgage on all the homes
and other property of all the people in the Nation."
(emphasis added) [Mortgage equals a Lien!]

-- E.R. 1491

Again, the reorganization is evidenced by:
the Emergency Banking Act, March 9, 1933, House Joint Resolution 192,
June 5, 1933 (public law 73-10) and the Series of Executive Orders that
surrounded them:

6073- Reopening of Banks. Embargo on Gold Payments and Exports, and
Limitations on Foreign Exchange Transactions. March 10, 1933

6111-Transactions in foreign exchange are permitted under Governmental
Supervision. April 20, 1933

6102 - Forbidding the hoarding of gold coin, gold bullion and gold
certificates. April 5, 1933.

TAKE NOTICE:

1 At the signing of Coinage Act on July 23, 1965, Lyndon B. Johnson
2 stated in his press Release that:

3
4 "When I have signed this bill before me, we will have made the first
5 fundamental change in our coinage in 173 Years. The Coinage Act of
6 1965 supersedes the Act of 1792. And that Act had the title: An Act
7 Establishing a Mint and Regulating the Coinage of the United States..."
8 "Now I will sign this bill to make the first change in our coinage
9 system since the 18th Century. To those members of Congress, who are
10 here on this historic occasion, I want to assure you that in making
11 this change from the 18th Century we have no idea of returning to it."
12

13 On December 23, 1913, Congress had passed "An Act to provide for the
14 establishment of Federal reserve banks, to furnish an elastic currency,
15 to afford a means of rediscounting commercial paper, to establish a
16 more effective supervision of banking in the United States, and for
17 other purposes". The Act is commonly known as the "Federal Reserve
18 Act".

19 One of the purposes for enacting the Federal Reserve Act was:
20 (3) to authorize "hypothecation" of obligations including "United
21 States bonds or other securities which Federal reserve Banks are
22 authorized to hold" under Section 14(a); 12 USC; ch. 6, 38 Stat. 251
23 Sect 14(a)

24 The term "hypothecation" as stated in Section 14(a) of the Act is
25 defined:

26 "1. Banking. Offer of stocks, bonds, or other assets owned by a
27 party other than the borrower as collateral for a loan, without
28 transferring title. If the borrower turns the property over to the
29 lender who holds it for safekeeping, the action is referred to as a
30 pledge. If the borrower retains possession, but gives the lender the
31 right to sell the property in event of default, it is a true
32 hypothecation.

33 2. Securities. The pledging of negotiable securities to
34 collateralize a broker's margin loan. The broker pledges the same
35 securities to a bank as collateral for a broker's loan, the process
36 is referred to as rehypothecation."
37 [Dictionary of Banking Terms, Fitch, pg. 228 (1997)]

38 As seen from the definitions, in hypothecation there is equitable risk
39 to the actual owner.

40 Section 16 of the current Federal Reserve Act, which is codified
41 at 12 USC 411, declares that "Federal Reserve Notes" are "obligations
42 of the United States".

43 However, as to 'notes' of more specifically:

44 The "giving of a (federal reserve) note does not constitute payment."

45 (See: Echart v Commissioners C.C.A., 42 F(2d 158).

1 The use of a (federal reserve) 'Note' is only a promise to pay. (See:
2 Fidelity Savings v Grimes, 131 F2d 894).

3
4 That; Legal Tender (federal reserve) Notes are not good and lawful
5 money of the United States. (See: Rains v State, 226 S.W. 189).

6
7 That; Federal Reserve Notes are valueless. (See: IRS Codes Section
8 1.1001-1 (4657) C.C.H.)

9
10 That; (federal reserve) 'Notes do not operate as payment in the
11 absence of an agreement that they shall constitute payment.' (See:
12 Blachshear Mfg. Co. v Harrell, 12 S.E. 2d 766).

13
14 That; Jerome Daly vs. First National Bank of Montgomery, Minn.,
Justice Martin V. Mahony, Credit River Township, December 7-9, 1968;
15 Ruled that Federal Reserve Notes were fiat money and not legal tender.

16
17 So we see the "full faith and credit" of the United States: which
18 is the substance of the American citizenry: their real property,
19 wealth, assets and productivity that belongs to them, is thereby
20 hypothecated and rehypothecated by the United States Corporation to its
21 obligations as well as to the Federal Reserve for the issuance and
22 backing of Federal Reserve Notes as legal tender "for all taxes,
23 customs, and other public dues".

24 TITLE 12 > CHAPTER 3 > SUBCHAPTER XII > Sec. 411.

25 Sec. 411. - Issuance to reserve banks; nature of obligation; redemption
Federal Reserve notes, to be issued at the discretion of the
Board of Governors of the Federal Reserve System for the purpose of
making advances to Federal reserve banks through the Federal reserve
agents as hereinafter set forth and for no other purpose, are
authorized. The said notes shall be obligations of the United States
and shall be receivable by all national and member banks and Federal
reserve banks and for all taxes, customs, and other public dues.

The commerce and credit of the nation continues on today under
financial reorganization (Bankruptcy) as it has since 1933, still
backed by the assets and wealth of the American people: at risk for the
government's obligations and currency.

1 Under the 14th amendment and numerous Supreme Court precedents, as well
2 as in equity, Private property can not be taken or pledged for public
3 use without just compensation, or due process of law. The United
4 States can not pledge or risk the property and wealth of its private
5 citizens, for any government purpose without legally providing them
6 remedy to recover what is due them on their risk.

7 This principle is so well established in English common law and in the
8 history of American jurisprudence. The 14th amendment provides: "no
9 person shall be deprived of property without due process of law". And
10 Courts have long ruled to have one's property legally held as
11 collateral or surety for a debt even when he still owns it and still
12 has it is to deprive him of it since it is at risk and could be lost
13 for the debt at any time.

14 The United States Supreme Court said, in United States v. Russell [13
15 Wall, 623, 627] "Private property, the Constitution provides, shall not
16 be taken for public use without just compensation."

17 "The right of subrogation is not founded on contract. It is a creature
18 of equity; is enforced solely for the purpose of accomplishing the ends
19 of substantial justice; and is independent of any contractual relations
20 between the parties." Memphis & L. R. R. Co. v. Dow, 120 U.S. 287, 301-
21 302 (1887).

22 The rights of a surety to recovery on his risk or loss when standing
23 for the debts of another was reaffirmed again as late as 1962 in
24 Pearlman v. Reliance Ins. Co., 371 U.S. 132 when the Court said:

25 "... sureties compelled to pay debts for their principal have been deemed
entitled to reimbursement, even without a contractual promise. And
probably there are few doctrines better established...."

Black's Law Dictionary, 5th edition, defines "surety": "One who
undertakes to pay or to do any other act in event that his principal
fails therein. Everyone who incurs a liability in person or estate for
the benefit of another, without sharing in the consideration, stands in
the position of a "surety."

Constitutionally and in the laws of equity, the United States could not
borrow or pledge the property and wealth of its private citizens, put
at risk as collateral for its currency and credit without legally
providing them equitable remedy for recovery of what is due them.

The United States government, of course, did not violate the law or the
Constitution in this way, in order to collateralize its financial

1 reorganization, but did, in fact, provide such a legal remedy so that
2 it has been able to continue on since 1933 to hypothecate the private
3 wealth and assets of those classes of persons by whom it is owned, at
4 risk backing the government's obligations and currency, by their
5 implied consent, through the government having provided such remedy, as
6 defined and codified above, for recovery of what is due them on their
7 assets and wealth at risk.

8
9 The provisions for this are found in the same act of "Public Policy"
10 HJR-192 Public Law 73-10 that suspended the gold standard for our
11 currency, abrogated the right to demand payment in gold, and made
12 Federal Reserve notes for the first time legal tender, "backed by the
13 substance or "credit of the nation".

14 All US currency since that time is only credit against the real
15 property, wealth and assets belonging to the private sovereign American
16 people, taken and/or 'pledged' by THE UNITED STATES to its secondary
17 creditors as security for its obligations. Consequently, those backing
18 the nation's credit and currency could not recover what was due them by
19 anything drawn on Federal Reserve notes without expanding their risk
20 and obligation to themselves. Any recovery payments backed by this
21 currency would only increase the public debt its citizens were
22 collateral for, which an equitable remedy was intended to reduce, and
23 in equity would not satisfy anything. And there was no longer actual
24 money of substance to pay anybody.

25 There are other serious limitations on our present system. Since the
26 institution of these events, for practical purposes of commercial
27 exchange, there has been no actual money in circulation by which debt
28 owed from one party to another can actually be repaid.

29 Federal Reserve Notes, although made legal tender for all debts public
30 and private in the reorganization, can only discharge a debt. Debt must
31 be "payed" with value or substance (i.e. gold, silver, barter, labor,
32 or a commodity). For this reason HJR-192 (1933), which established the
33 "public policy" of our current monetary system, repeatedly uses the
34 technical term of "discharge" in conjunction with "payment" in laying
35 out public policy for the new system. A debt currency system cannot pay
36 debt.

37 So from that time to the present, commerce in the corporate UNITED
38 STATES and among sub-corporate subject entities has had only debt note
39 instruments by which debt can be discharged and transferred in
40 different forms. The unpaid debt, created and/or expanded by the plan

1 now carries a public liability for collection in that when debt is
2 discharged with debt instruments, (i.e. Federal Reserve Notes
3 included), by our commerce, debt is inadvertently being expanded
4 instead of being cancelled, thus increasing the public debt. A
5 situation potentially fatal to any economy.

6
7 Congress and government officials who orchestrated the public laws and
8 regulations that made the financial reorganization anticipated the long
9 term effect of a debt based financial system which many in government
10 feared, and which we face today in servicing the interest on trillions
11 upon trillions of dollars in US Corporate public debt and in this same
12 act made provision not only for the recovery remedy to satisfy equity
13 to its Sureties, but to simultaneously resolve this problem as well.

14
15 Since it is, in fact, the real property, wealth and assets of that
16 class of persons that is the substance backing all the other
17 obligations, currency and credit of THE UNITED STATES and such
18 currencies could not be used to reduce its obligations for equity
19 interest recovery to its Principals and Sureties, HJR-192 further made
20 the "notes of national banks" and "national banking associations" on a
21 par with its other currency and legal tender obligations,

22
23 The commerce and credit of the nation continues on today under
24 financial reorganization (Bankruptcy) as it has since 1933, still
25 backed by the assets and wealth of the American people: at risk for the
government's obligations and currency.

Under the 14th amendment and numerous Supreme Court precedents, as well
as in equity, Private property can not be taken or pledged for public
use without just compensation, or due process of law. The United
States can not pledge or risk the property and wealth of its private
citizens, for any government purpose without legally providing them
remedy to recover what is due them on their risk.

This principle is so well established in English common law and in the
history of American jurisprudence. The 14th amendment provides: "no
person shall be deprived of property without due process of law". And
Courts have long ruled to have one's property legally held as

1 collateral or surety for a debt even when he still owns it and still
2 has it is to deprive him of it since it is at risk and could be lost
3 for the debt at any time.

4 The United States Supreme Court said, in United States v. Russell [15
5 Wall, 623, 627] "Private property, the Constitution provides, shall not
6 be taken for public use without just compensation." "The right of
7 subrogation is not founded on contract. It is a creature of equity; is
8 enforced solely for the purpose of accomplishing the ends of
9 substantial justice; and is independent of any contractual relations
10 between the parties." Memphis & L. R. R. Co. v. Dow, 120 U.S. 287, 301-
11 302 (1887).

12 Now; TITLE 31, SUBTITLE IV, CHAPTER 51, SUBCHAPTER I, Sec. 5103.
13 says,

14 **Legal tender** - United States coins and currency (including Federal
15 reserve notes and circulating notes of Federal reserve banks and
16 national banks) are legal tender for all debts, public charges, taxes,
17 and dues. (emphasis added)

18 But this official definition for 'legal tender' was first established
19 in HJR-192 (1933) in the same act that made federal reserve notes and
20 notes of national banking associations legal tender.

18 Public Policy HJR-192

19 JOINT RESOLUTION TO SUSPEND THE GOLD
20 STANDARD AND ABOGATE THE GOLD CLAUSE,
21 JUNE 5, 1933

22 H.J. Res. 192, 73rd Cong., 1st Session

23 Joint resolution to assure uniform value to the coins and currencies of
24 the United States.

25 (b) As used in this resolution, the term "obligation" means an
26 obligation (including every obligation of and to the United States,
27 excepting currency) payable in money of the United States; and the term
28 "coin or currency" means coin or currency of the United States,
29 including Federal Reserve notes and circulating notes of Federal
30 Reserve banks and national banking associations.

31 "All coins and currencies of the United States (including Federal
32 Reserve notes and circulating notes of Federal Reserve banks and
33 national banking associations) heretofore or hereafter coined or
34 issued, shall be legal tender for all debts, for public and private,
35 public charges, taxes, duties, and dues,"

36 [OSC Title 12.221 Definitions - "The terms "national bank" and
37 "national banking association" shall be held to be synonymous and
38 interchangeable."]

39 "notes of national banks" or "national banking associations" have
40 continuously been maintained in the official definition of legal tender
41 since June 5, 1933 to the present day, when the term had never been
42 used to define "currency" or "legal tender" before that.

43 Prior to 1933 the forms of currency in use that were legal tender were
44 many and varied:

1 -United States Gold Certificates - United States Notes - Treasury
2 Notes - Interest bearing notes -Gold Coins of United States - Standard
3 silver dollars - Subsidiary silver coins - minor coins
4 -Commemorative coins -
5

6 But the list did not include federal reserve notes or notes of national
7 banks or national banking associations despite the fact national bank
8 notes were a common medium of exchange or "currency" and had been,
9 almost since the founding of our banking system and were backed by
10 United States bonds or other securities on deposit for the bank with
11 the US Treasury.

12 Further, from the time of their inclusion in the definition they have
13 been phased out until presently all provisions in the United States
14 Code pertaining to incorporated federally chartered National Banking
15 institutions issuing, redeeming, replacing and circulating notes have
16 all been repealed;

17
18 USC TITLE 12 > CHAPTER 2 - NATIONAL BANKS

19 SUBCHAPTER V - OBTAINING AND ISSUING CIRCULATING NOTES

20 Sec. 101 to 110. Repealed. Pub. L. 103-325, title VI, Sec. 602a5-11

21 F2-4A, q9, Sept. 23, 1994, 108 Stat. 2292, 2294

22 SUBCHAPTER VI - REDEMPTION AND REPLACEMENT OF CIRCULATING NOTES

23 Sec. 121. Repealed. Pub. L. 103-325, title VI, Sec. 602f4B, Sept.
24 23, 1994, 108 Stat. 2292

25 Sec. 121a. Redemption of notes unidentifiable as to bank of issue

Sec. 122. Repealed. Pub. L. 97-258, Sec. 5b, Sept. 13, 1982, 96
Stat. 1068

Sec. 122a. Redeemed notes of unidentifiable issue; funds charged
against

Sec. 123 to 126. Repealed. Pub. L. 103-325, title VI, Sec. 602e12,
13, f4C, 6, Sept. 23, 1994, 108 Stat. 2292, 2293

Sec. 127. Repealed. Pub. L. 89-554, Sec. 8a, Sept. 6, 1966, 80
Stat. 633

As stated in "Money and Banking", 4th edition, by David H. Friedman,
publ. by the American Bankers Association, page 78, "Today commercial
banks no longer issue currency, ..."

1 It is clear, federally incorporated banking institutions subject to the
2 restrictions and repealed provisions of Title 12, are not those
3 primarily referred to maintained in the current definition of "legal
4 tender".

5
6 From AFFIDAVIT of Walker F. Todd: From my study of historical and
7 economic writings on the subject, I conclude that a common
8 misconception about the nature of money unfortunately has been
9 perpetuated in the U.S. monetary and banking systems, especially since
10 the 1930s. In classical economic theory, once economic exchange has
11 moved beyond the barter stage, there are two types of money: money of
12 exchange and money of account. For nearly 300 years in both Europe
13 and the United States, confusion about the distinctiveness of these
14 two concepts has led to persistent attempts to treat money of account
15 as the equivalent of money of exchange. In reality, especially in a
16 fractional reserve banking system, a comparatively small amount of
17 money of exchange (e.g., gold, silver, and official currency notes)
18 may support a vastly larger quantity of business transactions
19 denominated in money of account. The sum of these transactions is the
20 sum of credit extensions in the economy. With the exception of
21 customary stores of value like gold and silver, the monetary base of
22 the economy largely consists of credit instruments. Against this
23 background, I conclude that the Note, despite some language about
24 "lawful money" explained below, clearly contemplates both disbursement
25 of funds and eventual repayment or settlement in money of account,
that is, money of exchange, would be welcome but is not required to
repay or settle the Note). - Legal tender, a related concept but one
that is economically inferior to lawful money because it allows
payment in instruments that cannot be redeemed for gold or silver on
demand, has been the form of money of exchange commonly used in the
United States since 1933, ... Legal tender under the Uniform Commercial
Code (U.C.C.), Section 1-201 (24) (Official Comment), is a concept
that sometimes surfaces in cases of this nature.. The referenced
Official Comment notes that the definition of money is not limited to
legal tender under the U.C.C. ... The narrow view that money is

1 limited to legal tender is rejected. Thus, I conclude that the
2 U.C.C. tends to validate the classical theoretical view of money.

3
4 Again, citing the Henwood case; "Negotiable Instruments via Guaranty
5 Trust of New York vs. Henwood, et al 59 S CT 847 (1933), 307 U.S. 847
6 (1939), FN3 NOS 384, 485 holds that 31 U.S.C. 5118 was enacted to
7 remedy the specific evil of tying debt to any particular currency or
8 requiring payment in a greater number of dollars than promised. Since
9 October 27, 1977, there can be no requirement of repayment in legal
10 tender either, since legal tender was not loaned and repayment need
11 only be made in equivalent kind: A negotiable instrument representing
12 credit, i.e.; an International Bill of Exchange..."

13
14 Or as otherwise stated; NO ONE TODAY CAN MAKE DEMAND IN PAYMENT IN ANY
15 SPECIFIC COIN OF CURRENCY!

16
17 The legal statutory and professional definitions of "bank", "banking",
18 and "banker" used in the United States Code and Code of Federal
19 Regulations are not those commonly understood for these terms and have
20 made the statutory definition of "Bank" accordingly:

21
22 OCC 4-105 PART 1 "Bank" means a person engaged in the business of
23 banking,"

24
25 12 CFRSec. 229.2 Definitions (e) Bank means—"the term bank also
includes any person engaged in the business of banking,"

12 CFR Sec. 210.2 Definitions. (d) "Bank means any person engaged in
the business of banking."

USC Title 12 Sec. 1813. -Definitions of Bank and Related Terms. -

(1) Bank. - The term "bank" - (A) "means any national bank, State
bank, and District bank, and any Federal branch and insured branch;"

Black's Law Dictionary, 5th Edition, page 133, defines a "Banker" as:
"In general sense, person that engages in business of banking. In
narrower meaning, a private person...; who is engaged in the business
of banking without being incorporated. Under some statutes, an

1 individual banker, as distinguished from a "private banker", is a
2 person who, having complied with the statutory requirements, has
3 received authority from the state to engage in the business of banking,
4 while a private banker is a person engaged in banking without having
5 any special privileges or authority from the state."

7 "Banking"- Is partly and optionally defined as "The business of issuing
8 notes for circulation . . . , negotiating bills."

9 Black's Law Dictionary, 5th Edition, page 133, defines "Banking":

10 "The business of banking, as defined by law and custom, consists in the
11 issue of notes - intended to circulate as money.

12 And defines a "Banker's Note" as:

13 "A commercial instrument resembling a bank note in every particular
14 except that it is given by a private banker or unincorporated banking
15 institution."

16 Federal Statute does not specifically define "national bank" and
17 "national banking association" in those sections where these uses are
18 legislated on to exclude a private banker or unincorporated banking
19 institution.

20 It does define these terms to the exclusion of such persons in
21 the chapters and sections where the issue and circulation of notes by
22 national banks has been repealed or forbidden.

24 "In the absence of a statutory definition, courts give terms
25 their ordinary meaning. Bass, Ferri L. v. Stolper, Koritzinsky, 111
F.3d 1325, 7th Cir. App. (1996).

As the U.S. Supreme Court noted, "We have stated time and again
that courts must presume that a legislature says in a statute what it
means and means in a statute what it says there." See, e.g., United
States v. Ron Pair Enterprises, Inc., 489 U.S. 235, 241 -242 (1989);
United States v. Goldenberg, 168 U.S. 95, 102 -103 (1897);

"The legislative purpose is expressed by the ordinary meaning of
the words used. Richards v. United States, 369 U.S.1 (1962).

Therefore, as noted above, the legal definitions relating to 'legal
tender' have been written by Congress and maintained as such to be
080305 - [randomSupportofPetitiontoRetirePreviousBonds080305USDC], Page 14 of 26

1 both exclusive, where necessary, and inclusive, where appropriate, to
2 provide in its statutory definitions of legal tender for the inclusion
3 of all those, who by definition of private, unincorporated persons
4 engaged in the business of banking to issue notes against the
5 obligation of the United States for recovery on their risk, whose
6 private assets and property are being used to collateralize the
7 obligations of the United States since 1933, as collectively and
8 nationally constituting a legal class of persons being a "national
9 bank" or "national banking association" with the right to issue such
10 notes against the obligation of THE UNITED STATES for equity interest
11 recovery due and accrued to these Principals and Sureties of the
12 United States backing the obligations of US currency and credit; as a
13 means for the legal tender discharge of lawful debts in commerce as
14 remedy due them in conjunction with US obligations to the discharge of
15 that portion of the public debt, which is provided for in the present
16 financial reorganization still in effect and ongoing since 1933. [12
17 USC 411, 18 USC 9, 12 USC: ch. 6, 38 Stat. 251 Sect 14(a), 31 USC
18 5118, 3123. with rights protected under the 14th Amendment of the
19 United States Constitution; by the U.S. Supreme Court in United States
20 v. Russell (13 Wall, 623, 627), Pearlman v. Reliance Ins. Co., 371
21 U.S. 132,136,137 (1962), The United States v. Hooe, 3 Cranch
22 (U.S.)73(1805), and in conformity with the U.S. Supreme Court 79 U.S.
23 287 (1870), 172 U.S.48 (1898), and as confirmed at 307 U.S.
24 247(1939).]

25 HJR- 192 further declared ... "every provision which purports to give
the obligee a right to require payment in gold or a particular kind of
coin or currency is declared to be against Public Policy; and no such
provision shall be ... made with respect to any obligation hereafter
incurred."

Making way for discharge and recovery on US Corporate public debt due
the Principals and Sureties of THE UNITED STATES providing as "public
policy" for the discharge of "every obligation", "including every
obligation OF and TO THE UNITED STATES", "dollar for dollar", allowing
those backing the US financial reorganization to recover on it by
080305 - [randomSupportofPetitiontoRetirePreviousBonds080305USDC], Page 15 of 26

1 discharging an obligation they owed TO THE UNITED STATES or its sub-
2 corporate entities, against that same amount of obligation OF THE
3 UNITED STATES owed to them; thus providing the remedy for the discharge
4 and orderly recovery of equity interest on US Corporate public debt
5 due the Sureties, Principals, and Holders of THE UNITED STATES,
6 discharging that portion of the public debt without expansion of
7 credit, debt or obligation on THE UNITED STATES or these its prime-
8 creditors it was intended to satisfy equitable remedy to, but gaining
9 for each bearer of such note, discharge of obligation equivalent in
10 value 'dollar for dollar' to any and all "lawful money of the United
11 States".
12

13 Those who constitute an association nationwide of private,
14 unincorporated persons engaged in the business of banking to issue
15 notes against these obligations of the United States due them; whose
16 private property is at risk to collateralize the government's debt and
17 currency, by legal definitions, a "national banking association"; such
18 notes, issued against these obligations of the United States to that
19 part of the public debt due its Principals and Sureties are required
20 by law to be accepted as "legal tender" of payment for all debts public
21 and private, and, as we have seen, are defined in law as "obligations
22 of the United States", on the same par and category with Federal
23 reserve notes and other currency and legal tender obligations.

19 This is what is asserted in the tender presented to the bank for
20 deposit and the government has said nothing to the contrary.

21 Would we question that this is exactly what Congress has provided for
22 in these statutes and codes on the public debt and obligations of the
23 United States and that this is the remedy codified in statutory law and
24 definition we have cited here? Even though it is never discussed.

25 Under this remedy for discharge of the public debt and recovery to its
Principals and Sureties, TWO debts that would have been discharged in
Federal Reserve debt note instruments or checks drawn on the same,
equally expanding the public debt by those transactions, are discharged
against a SINGLE public debt of the Corporate UNITED STATES and its
sub-corporate entities to its prime-creditor without the expansion [of
the debt] and use of Federal Reserve debt note instruments as currency
and credit, and so, without the expansion of debt and debt instruments
in the monetary system and the expansion of the public debt as burden

1 upon the entire financial system and its Principals, and Sureties the
2 recovery remedy was intended to relieve.

3 Apparently their use is for the discharge and non-cash accrual
4 reduction of US Corporate public debt to the Principals, Prime
5 Creditors and Holders of it as provided in law and the instruments will
6 ultimately be settled by adjustment and set-off in discharge of a
7 bearer's obligation TO THE UNITED STATES against the obligation OF THE
8 UNITED STATES for the amount of the instrument to the original creditor
9 it was tendered to or whomever or whatever institution may be the final
10 bearer and holder in due course of it, again, thus discharging that
11 portion of the public debt without expansion of credit, debt or notes
12 on the prime-creditors of THE UNITED STATES it was intended to satisfy
13 equitable remedy to, but gaining for each endorsed bearer of it
14 discharge of obligation equivalent in value 'dollar for dollar' of
15 currency, measurable in "lawful money of the United States".
16

17 Although this has been public policy as a remedy for the discharge of
18 debt in conjunction with removal of gold, silver and real money as
19 legal tender currency by the same act of public policy in 1933, it has
20 been a difficult concept to communicate, for others to accept let alone
21 know what to do with it, so it's never gained common use and for
22 obvious reasons the government has NEVER GIVEN THE AMERICAN PEOPLE FULL
23 DISCLOSURE and thereby has discouraged public understanding of the
24 remedy and recovery under it, explaining why it is little known and not
25 generally accessed by the public. But it is still an obligation the
United States has bound itself to, and has provided for in statutory
law, and the United States still accepts these non-cash accrual
exchanges today as a matter of law and equity. So is the experience of
many who have attempted to access the remedy.

That the "public policies" of House Joint Resolution 192 of 1933 are
still in effect is evidenced by the other provisions of "public policy"
it established that we can see along with these discussed. No one would
attempt to demand payment in gold or a particular kind of coin or
currency in use or think to write such an obligation into a contract,

1 because the gold standard for currency is still suspended and the
2 right to a 'gold clause' to require payment in gold is still
3 abrogated. Both are also part of "public policy" established in HJR-
4 192.

5
6 The practical evidence and fact of the United States' financial
7 reorganization (bankruptcy) is still ongoing today, visible all around
8 us to see and understand. When Treasury notes come due, they're not
9 paid. They are refinanced by new T-Bills and notes to back the currency
10 and cover the debts. ..something that cannot be done with debt.
11 unless,-- the debtor is protected from creditors in a bankruptcy
12 reorganization that is regularly being restructured to keep it going.

13
14 Every time the Federal debt ceiling is raised by Congress they are
15 restructuring the bankruptcy reorganization of the government's debt so
16 commerce can continue on.

17
18 For obvious reasons the United States government does not like having
19 to recognize all this. It is a very sensitive and delicate matter. And
20 few can speak or will speak authoritatively about it, as the bank has
21 found out.

22 The recovery remedy is maintained in law because it has to be to
23 satisfy equity to its prime creditors. At this late time the United
24 States is neither expecting nor intending it to be generally accessed
25 by the public. Regarding such instruments tendered to the Secretary,
when public officials are put in a position to legally acknowledge or
deny the authority or validity of the instruments, those in
responsibility will not deny or dishonor it, or an instrument of
discharge properly submitted for that purpose.

The issue is what has the government said about it now? What is its
policy in practice?
And how does it finally respond to such claims of which it receives
thousands every day?

It is a fact: Title 31 USC 3123 makes a statutory pledge of the United
States government to payment of obligations and interest on the public
debt.

TITLE 31, SUBTITLE III, CHAPTER 31, SUBCHAPTER II, Sec. 3123. -
Payment of obligations and interest on the public debt

(a) The faith of the United States Government is pledged to pay, in
legal tender, principal and interest on the obligations of the
Government issued under this chapter.

*(b) The Secretary of the Treasury shall pay interest due or accrued on
the public debt."

1 It is a fact: Title 31 Section 3130 further delineates in its
2 definitions a portion of the total public debt which is held by the
3 public as the "Net public debt"

4 TITLE 31 > SUBTITLE III > CHAPTER 31 > SUBCHAPTER II > Sec. 3130.
5 Sec. 3130. - Annual public debt report

6 (a) Definitions. -

7 (2) Total public debt. - The term "total public debt" means the total
8 amount of the obligations subject to the public debt limit established
9 in section 3101 of this title.

10 (3) Net public debt. -

11 The term "net public debt" means the portion of the total public debt
12 which is held by the public.

13 It is a fact: Section 3101 references guaranteed obligations held by
14 the Secretary of the Treasury which are excepted and exempted from "the
15 face amount of obligations whose principal and interest are guaranteed
16 by the United States Government"

17 Sec. 3101. - Public debt limit

18 (b) The face amount of obligations issued under this chapter and the
19 face amount of obligations whose principal and interest are guaranteed
20 by the United States Government (except guaranteed obligations held by
21 the Secretary of the Treasury) may not be more than \$5,950,000,000,000,
22 outstanding at one time, subject to changes periodically made in that
23 amount as provided by law.

24 It is a fact: Every day the United States Treasury department receives
25 dozens or hundreds of such instruments making claims of this type.
Obviously some are valid and some are not.

26 It is a fact: There are only 3 official government directives or
27 alerts that address spurious, fraudulent, fictitious, or otherwise
28 invalid, instruments sent to the US Treasury for payment, and only
29 one that officially states what is to be official US government policy
30 and treatment of them if they are received, this is ALERT 99-10: which
31 is also published on the government website for the United States
32 Treasury: www.publicdebt.treas.gov under Frauds and Phonies, The
33 Office of the Comptroller of the Currency, Enforcement & Compliance
34 Division in ALERT 99-10 states:

35 "**Type: Suspicious Transactions**":

TO: Chief Executive Officers of all National Banks; all State Banking
Authorities; Chairman, Board of Governors of the Federal Reserve
System; Chairman, Federal Deposit Insurance
Corporation; Conference of State Bank Supervisors; Deputy Comptrollers
(Districts); Assistant Deputy Comptrollers; District Counsel and
Examining Personnel.

RE: Fictitious Sight Drafts payable through the U. S. Treasury

It has been brought to our attention that certain individuals have been
making and executing worthless paper documents which are titled "Sight
Draft". These items state that they are payable through the U. S.
Treasury, 1500 Pennsylvania Avenue, NW, Washington, DC 20220. These
instruments are being presented for payment at banks and other
businesses throughout the United States. Any of these instruments that
are presented to the U. S. Treasury for payment will be returned to the

1 sender and copies will be provided to the appropriate law enforcement
2 agencies." Dishonored.

3 This is in conformity with the Uniform Commercial Code that parties may
4 rely on their presentment of obligations as settled unless given a
5 Notice of Dishonor, whether directly applicable to Treasury Dept.
6 officers or not.

6 **UCC 3-503. NOTICE OF DISHONOR**

7 *-(b) Notice of dishonor may be given by any person; may be given by any
8 commercially reasonable means, including an oral, written, or
9 electronic communication; and is sufficient if it reasonably identifies
10 the instrument and indicates that the instrument has been dishonored or
11 has not been paid or accepted. Return of an instrument given to a bank
12 for collection is sufficient notice of dishonor.*

13 *c) Subject to Section 3-504(c), with respect to an instrument taken for
14 collection notice of dishonor must be given... within 30 days following
15 the day on which the person receives notice of dishonor. With respect
16 to any other instrument, notice of dishonor must be given within 30
17 days following the day on which dishonor occurs.*

18 These instruments are never returned from the Treasury dishonored.

19 It is a fact: There is no basis or reason or plausible explanation for
20 such unexplained silence with regard to these particular instruments.

21 Every other branch of the Federal government including the Dept. of the

22 Treasury has developed elaborate libraries of computer generated forms

23 letters of statements and replies dealing with almost every possible

24 question or claim that could be made of any agency or department of the

25 Federal government. The United States Treasury has an Office of Public

Correspondence whose sole job it is to respond to communications from

the general public. THERE IS NO COMMUNICATION SENT TO THE UNITED STATES

TREASURY THAT CAN NOT BE RESPONDED TO AS IT MAY REQUIRE.

Many such categories of requests calling for response are far greater

in number than claims in equity for recovery to a Prime-creditor over

the United States and some categories are far fewer in number, and yet

be the requests greater or smaller in number or in complexity of

response required, all these of a commercial nature are regularly and

timely responded to.

There is virtually no written response by the Federal government to

this issue of recovery to the prime-creditors and holders in equity

over the United States. The factually observable position of the

Secretary of the Treasury and his department in response to THIS type

1 of claim has been ABSOLUTE SILENCE be they from bank, business or
2 private person:

3 Not denial, disavowal, dishonor, or repudiation of such claims OR their
4 basis in law and fact if they are not true, which in every other case
5 of correspondence to the Federal government or the Department of
6 Treasury dealing with any question, request or claim: ANY SUCH FALSE
7 CLAIM, MISCONCEPTION OR MISTAKEN UNDERSTANDING ON THE PART OF THE
8 GENERAL PUBLIC IS TIMELY DEALT WITH IN EVERY CASE BY SUCH FORM LETTERS.

9 It is the duty of the United States Treasury to the commerce of the
10 nation and in the interests of the general public whom it serves to
11 quickly and conclusively quash and repudiate any such false
12 understandings or claims of remedy in equity on recovery of the public
13 debt in the commercial realm and it is easily within their power to do
14 so.

15 This despite the fact the only official US government directive from
16 the Department of the Treasury dealing with policy of the government
17 toward fictitious or otherwise invalid instruments sent to the Treasury
18 for collection states clearly "they will be returned to the sender."

19 There is, therefore, no basis or reason or plausible explanation for
20 such unexplained silence with regard to this particular class of
21 instrument except that a remedy in equity for recovery to the prime-
22 creditors over the United States IS true and factual and CANNOT BE
23 DENIED or DISHONORED in equity, and that such Bills of Acceptance in
24 discharge of mutually offsetting obligations between the United States
25 and its holders in equity as secured parties are, in fact, being kept,
held, and without return or dishonor, accepted as obligations of the
United States in the discharge and recovery of the public debt as
they make claim on their face to the Secretary of the Treasury to be.
How they are to be recovered on is up to the parties involved holding
such obligations and is provided for in law and regulation and
administrative procedure a holder or its banking institution may use.

Following is the comment by Earl A. Koskalla - Retired Bank
Foreclosure Officer, Peoria, Arizona - November 2005 on the matter of
'Bills of Exchange':

"Constitutionally and in the laws of equity, the United States could
not borrow, or pledge the property and wealth of its Private Citizens
[and] put at risk as collateral for its currency, and credit without
legally providing these citizens equitable remedy for recovery of what
is due them. Although it has been public policy as a remedy for the
discharge of debt in conjunction with [the] removal of gold and
silver, and "Real" money as legal tender currency by the same Act of
Public Policy (HJR-192) in 1933.

It has been a difficult concept to communicate to others to accept
and to know what to do with it, so it never gained common use. This
is not a popular subject with the U.S. Government, and for obvious
reasons, the government has discouraged public understanding of what
has taken place and the available remedy and recovery.

1 It is therefore little known, and rarely accessed by the public. It
2 [the Bill of Exchange and/or Promissory Note] is still an obligation
3 of the United States which it has bound itself to, and has provided
4 for in statutory law. The United States 'Government' still accepts
5 these non-cash accrual exchanges today as a matter of law and equity.
6 It involves no moving of [so-called] money, but a paper debit/credit
7 exchange. This has been the experience of knowledgeable citizens who
8 have proceeded to access the remedy.

9 The Recovery Remedy is maintained in Law, because it has to be, to
10 satisfy its Prime Creditors [Secured Party Creditors].

11 Every branch of the Federal Government, including the Department of
12 Treasury, has developed elaborate libraries of computer generated form
13 letters of statements, and replies dealing with almost every possible
14 question of claim that could be presented to any agency or department
15 of the Federal Government. The United States Treasury has an 'Office
16 of Public Correspondence' whose sole job is to respond to
17 communications from the general public. There is no communication
18 sent to the United States Treasury that cannot be responded to, as it
19 may require.

20 When the United States Department of Treasury receives a Citizen's
21 'Bill of Exchange and or Promissory Note [via] in a UCC Contract Trust
22 Account Redemption process, it takes it without responding to that
23 Citizen. (Note: How many people who have sent them a Bill of Exchange
24 or Promissory Note have ever gotten a response to their Bills of
25 Exchange and or Promissory Note?) Remember: what they don't say is
more important than what they do!) There is no basis or reason, or
plausible explanation for the typical unexplained silence with regard
to this particular class of instruments.

Except that a remedy in equity, for recovery to the Prime Creditor
of the United States, is true and factual, cannot be denied or
dishonored in equity. Such 'Bills of Exchange' in discharge of debt
of mutual and off-setting obligations between the United States and its
holders in equity, as 'Secured Parties', are, in fact being kept,
held, and without return or dishonor, accepted as obligations of the
United States in the Discharge and Recovery of Public Debt."

1 Section 3-603 of the Uniform Commercial Code (UCC) says, "If tender of
2 payment of an obligation to pay an instrument is made to a person
3 entitled to enforce the instrument and the tender is refused, there is
4 discharge, to the extent of the amount of the tender..."

5 **Summary of the use of Commercial Paper/Instruments including**

6 **Bills of Exchange (Bonded Promissory Notes)**

7 **as they relate to the discharge of all debts.**

8 THAT, the various and numerous references to Case Law, Legislative
9 History, State and Federal Statutes/Codes, Federal Reserve Bank
10 Publications, supreme Court decisions, the Uniform Commercial Code,
11 U.S. constitution, State constitutions, and general recognized maxims
12 of Law as cited herein and throughout all documentation relating to
13 Bills of Exchange and or Promissory Notes, notes, drafts, etc., (i.e.
14 money, legal tender, currency) establish the following:

15 (a) That, the U.S. federal government did totally and completely
16 debase the organic, lawful, constitutional coin of the several States
17 and the United States. (and the States agreed and capitulated!)

18 (b) That, the federal government and the several united States
19 have, and continue, to breach the express mandates of Article I, §§ 8
20 & 10 of the federal Constitution regarding the minting and circulation
21 of lawful coin.

22 (c) That, the lawful coin (i.e., organic medium of exchange) and
23 former ability to PAY debts - has been replaced with fiat, paper
24 currency, with a limited capacity to only DISCHARGE and or Setoff
25 debts.

(d) That, the Congress of the United States did legislate and
provide the American people a remedy/means to discharge and or setoff
all debts "dollar for dollar" via HJR 192 - due to the declared
Bankruptcy of the corporate United States and the abolishment of
constitutional coin.

(e) That, the corporate United States, the several States of the
Union, intergovernmental organizations, and other nations of the
world, recognize this current, circulating medium of exchange as
commercial paper/instruments, negotiable or non-negotiable, the same

1 being accepted as legal tender or money, etc., as set forth in the
2 Uniform Commercial Code.

3 (f) That, commercial paper/instruments in the form of a Bill of
4 Exchange and or Promissory Note as registered with the Secretary of
5 State and routed through the United States Department of Treasury, is
6 but another form of legal tender/money/currency.

7 **CAVEAT**

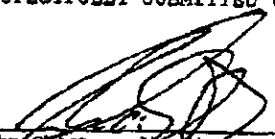
8 Upon receipt of this MEMORANDUM on the use of 'International Bills of
9 Exchange and or Promissory Notes' and as personally mailed on March
10 _____, Two thousand and Eight, as witnessed by Richard W. Fry, Notary
11 Public, 4153 Bryan Street, Oceanside, California state, and directed
12 to Henry M Paulson, Jr., Secretary of the Treasury, as the intended
13 party, or any other intended party(ies) by as an "Officer/EMPLOYEE" of
14 a Company/Corporation or government created agency/corporation, etc.,
15 and/or by and through your "superior knowledge of the law" or that of
16 your legal counsel, you have 30 days to review and correct any errors
17 within the 'Points and Authorities' within this Memorandum and respond
18 by Registered-U.S. Mail to the undersigned as to any corrections or
19 rebuttal to the Points and Authorities herein as may attach or apply
20 to the use and tender of International Bills of Exchange or
21 Promissory Notes. Failure to do so within the 30 days, allowing up to
22 three (3) days grace for return mail delivery, will place you and your
23 office in default, and the presumption will be taken upon the private
24 and public record that you, the above named officer, in/on behalf of
25 Internal Revenue Service, fully agree to the points and authorities
contained within this Memorandum and that such becomes 'fact' and are
true, correct, certain and complete. (F.R.C.P. 8d) as they do operate
within the United States in respect to the U.S. Bankruptcy, the
National Emergency and pursuant to all other laws, statutes including
but not limited to the Uniform Commercial Code that the undersigned
can only as Secured Party/Creditor, exercise the remedy provided by
Congress and discharge/setoff fine(s), fee(s), tax(es), debt(s),
judgment(s) or otherwise by the use and tender of 'International Bills
of Exchange and/or Promissory Notes' and by the same and said laws,
statutes as exhibited in this MEMORANDUM are required to accept said

1 'instrument' and adjust the account to zero ('0') to show all account
2 entry/bookkeeping as 'paid in full' and notice the undersigned of the
3 completed commercial transaction.

4 Notice to Principal is Notice to agent and

5 Notice to agent is Notice to Principal.

6
7 RESPECTFULLY SUBMITTED this 13 March, 2008.

8
9 
10 John Chester Stuart
11 c/o: 21001 N. Tatum Blvd.,
12 Suite 1360472
13 Phoenix, Arizona 85028
14 Appearing Specially Pro Per
15 For this one act
16
17
18
19
20
21
22
23
24
25

The foregoing instrument is a full, true and correct copy of the original on file in this office.

Attest 4-18 20 08
MICHAEL K. JEANES, Clerk of the Superior Court of the State of Arizona, in and for the County of Maricopa.

By [Signature] Deputy