Excerpts from tele-conference:

"Acceptance" and (*Common-Law*) "Administrative Remedy" regarding filing a

"Petition to Enforce Judgment":

This is our background thinking on the process (*Note: the word "notary" as used throughout, may be replaced with "three witnesses" without changing the effect or impact of the process. Also: the same rules apply to Canada, just different technical names, and most importantly, the same rules apply to "Admissions" obtained by Common Law notice process."Settlement Agreements", are effectively, Common Law judgments. To get the most benefit from what is explained in this document, please substitute these words where applicable.*)

Jack: so now your record should be your paperwork and the reason I say this is, because what you are doing in this enforcement, is if you look at your private administrative process that is equivalent to a **court judgment**, because the notary is **a ministerial agent** who ministerially can sign a judgment order 6:54 in a ministerial capacity, and the difference between ministerial and **judicial** is in ministerial all the facts are stipulated to between the parties and there is no material facts in dispute.

Since they have failed to answer to any of your processes to the contrary, they have basically stipulated to them like a **default judgment** or a summary judgment . So the Notary has that capacity in a ministerial capacity to basically sign that certificate of private judgment and it is basically a **court order** that he signs.

Now since the notary is an agent of the secretary of state, and the notary is empowered by the secretary of state to take facts and evidence in a case . The notary is basically working as the agent of the Secretary of state in this process.

Now remember when a judge has a judicial case he makes only either a judicial, or a **ministerial decision**. He always signs an order correct? He then gives that order over to the court clerk who then files that order in the public to give public notice of that judgment or to the public at large even though the case is between private parties.

So the notary is doing a similar thing to the judge, the notary has the same capacity as the judge, as long as the case is ministerial and not judicial. And even as the judge gives over his signed order to the clerk of the court to be published for the public. So when the notary signs the certificate of Administrative judgment, that is like the court order. But it has to be filed in some public record system as the second witness so that it becomes under the rules of evidence admissible to testify to the thing that the notary did.

So now here is what is happening, you have to look up key words in the legal system or in the law dictionaries to know what some of these things mean.

Key works you need to look up are 2 Latin phrases; ***res judicat*a** and ***stare decisis.*** They will tell you that it deals with court cases or court proceedings <u>once decided, always decided</u>. And that you cannot attack a court decision (*that is what that means*), meaning that if one court has already decided the matter, another court can't just take it up and decide to **re-litigate** it. Because if it could, no decision of any court anywhere would have any validity whatsoever, because anybody could just keep going to court after court after court, until a court will give them the answer they want in the case. It would make all the other judgments irrelevant or immaterial and that means there is insanity instead of order in the system.

So what these people are doing (*opposing lawyers, prosecutors, courts, etc.*), when we do our process right (*remember that it is just commercial contract law*), or what they try to do, is even though they are not properly authorized to do it, they give you a different (*new, irrelevant*) offer,

And they keep saying "even though the law says its r***es judicata*** and ***stare decisis***, and therefore we can't adjudicate the matter again, we would like to, so would it be ok with you if we actually did it again anyway?" (- *by ignoring your proper common law judgment, notarial judgment or administrative remedy*). And of course you then have as many as your 4 doors which you can go down. Door number one, is if you agree that will be ok with you to defend their NEW case, then you are authorizing them to dismiss their own rules so that ***res judicata*** and ***stare decisis*** doesn't mean anything in this case, because we now have a new agreement to do it again.

And that is what they are going to do every time. They will try and come against your remedy with a new petition, or perhaps they don't even have to do that, if within this petition you do something that by your actions and conduct do not stand by your previous judgment. For example, if you are already producing your document trail and putting it up as evidence for review, then you yourself are throwing away your own process . Understand what I am saying?

So what is happening here is the following. The only thing that you can raise in your petition to enforce is you have to raise the record that makes you a winner. And the record that made you the winner, is your ministerial judgment - i.e.; your notarial judgment, your common law admissions your administrative remedy - that they can see. And the Notary's certificate or record is linked back to all the supporting documents that you generated back in your private administrative process

So what document do you want to bring before this public court in British Columbia? To ask that court to enforce? What kind of paperwork do you want to put in there as the document upon which you are asking for enforcement?

John : Only the notary certificate confirming your private judgment/order, etc.

Jack : Why?

John : because the Notary's certificate of judgment is also ***res judicata*** and ***stare decisis***

Jack: Correct. Why don't you want to put your 2000 pages of exhibits attached to that?

John: That would appear to be an offer to re-open the case or open a new case and bring my process up for adjudication again.

Jack: Exactly, because by your conduct, you are asking, "I want you to review what I have already done" (*and without saying it, "even though I don't have to, and in fact I should not."*)

What you are effectively saying is, "I don't want you to enforce the judgment I already obtained, I want you to review the process of getting to the judgment and see if is okay, and if so, then maybe enforce it." Or alternatively, you are acquiescing by your conduct to defend against their "new" case about the subject matter, because you are unable to defend your already achieved victory in that same matter.

And that was what was happening with Bob Trainer. The sample we sent you may have been his petition but when Bob entered into that court, he entered into that court with maybe 50 or 90 pages of exhibits. And that immediately told the judge in that court that he was there for **trial de nova**, review of everything that went on and enabled him to get his common law judgment (admissions) as were confirmed by his notary certificate, and therefore the judge denied it.

Let's go back to an example. You have bought and sold cars in your lifetime right? What is it that you have to show the policeman as evidence and proof that you have title to the vehicle.

John: Registration

Jack: Registration is what you get when you pay the fee for the license plate for the year.

But what do you have bring in to get your license plate to begin with?

In the states it is called a certificate of title. Who issues that document?

John: Motor vehicle branch

Jack: So it is issued by the state of the province. It is in your name but if you go to sell it don't you turn it over and sign it on the back and have someone witness your signature?

The front of the document is public and the back is private and when you sign it you are getting the full restoration of legal and equitable title. (*Sometimes the private portion is simply contained within a boxed area on the face of the document, but no matter.*)

So what happens in contract law? Isn't there an offeror and offeree? So what happens is you apply to the province for this title either directly or through a power of attorney when you are the new buyer, and the province then issues this document and sends it back to you.

Is your signature anywhere on that document?

John: No

Jack: where is your signature on that document? It isn't on there. How could your signature be on something that got sent to you? The signatures and seals on it are those of the government. It says this is a certificate. Remember the one that issues the certificate is the title holder, legal title holder and the one that holds the certificate is the equitable title holder.

The title is held in the constructive trust of the straw man's name, and you get the certificate of title or that ownership document, but the state retains the legal title. But that certificate of title is like the claim check in a pawn shop, if you were to sign it and return it, then you can redeem your collateral. So when you sign that certificate of title and turn it back into the state you have gotten legal title to your vehicle back.

Look at this way in contract law. They made you an offer, and you've got it. There's your evidence of their offer in the form of the certificate. And you just fold it up and put it in your car glove box. So you are holding it, so it makes you an owner, which is a debtor.

But if you were to sign it and so become the acceptor of that offer, you could then return it. Now that would result in the creation of a full contract of both parties, the one making the offer and the one doing the acceptance, thus any implied or constructive trust is collapsed and the legal title has been merged with the equitable.

And since you are the acceptor, you get legal title. You put the certificate back in their hands. They are the holder in due course of the certificate but you are the actual title holder. You actually do that when you sell a vehicle, but for the whole time that you are using and owning the vehicle you are a debtor , because you never signed their offer to contract and returned it to them.

What I am saying is that the Notary does a certificate and sends it to you right? If you do an acceptance signature on it and file it as a UCC 1 or PPSA notice in the court, aren't you now the legal title holder of that claim?

But if the notary just signs the certificate of your private judgment (*that you created by your witnesses***) and you never endorse it and file it back into the system, what have you got? The Notary's boss is the public record, so you have to endorse your certificate and put it back into that record as a signed and accepted contract. Now you are the legal title holder and you have a claim to it.**

So all you need is that document. When a cop stops you and says I want title, registration and proof of insurance. All you need to get is a document that is certified by the state. You don't need to put down a 200 page set of documents that showed how you negotiated the purchase of this car, do you? All you need is the end result. If you have the end result and you have it noticed in the public you have control. That is the claim and that is your title. That is your deed.

And so when you go into this execution all you are going to put in there is the certified copy of the certificate you produced together with a certified copy of the Registration of certificate you produced. The PPSA registration is like proof of title, because it is the end result.

If they have a problem with that (*and they will*), or they don't like that (*and they won't*), what is there remedy?

John: They could have a counter claim?

Jack: Where would they have a counter claim? Who would they put it in front of?

John: Judge

Jack: Which Judge?

John: With the PPSA?

Jack: Isn't PPSA administrative records? Who handles the PPSA accounts? Who is the master there? What is the title? In the United States the UCC's are handled with the secretary of state's office . So what office handles PPSA filings?

John: I don't know

Jack: It would be someone in a provincial capacity because the PPSA are provincial aren't they?

John: BC has its own division of the PPSA. We file it with the BC part of the PPSA.

Jack: I am saying who controls that office?

John: I don't know

Jack: **you have to find out**. Here is why it is important. One of the jobs of the secretary of state is to represent foreigners in legal proceedings within the state. So the courts now are for fictions and corporations. The secretary of state's office represents foreigners to the state, so if you are a living man or woman you are foreign to the state, because the state is for fictions and corporations. So people have to go through the secretary of state. Corporations go through the regular governmental processes. Corporations have no rights, only people have rights.

That is why people in order to get a remedy even going through the facade of their straw man, that people have to go through the secretary of state filing. And the Notary can be the ministerial agent for the people. So if you say they are going to take it to court, then you are saying they are going to put in a **counter claim** in the court. Your PPSA registration is a final judgment.

Can you bring in new facts and counter claims to a final judgment?

John : NO.

Jack: No, because that is a **collateral attack** on the already existing judgment. They have to do a **direct attack**. And under the rules of procedure if they had a counter claim they should have raised a **counter claim** before the judgment. That was the administrative process that you have done, that is what opportunity you provided them with, and which opportunity they failed to take. Your notary certificate proves this, your registration records it, that record is a final judgment, not open to collateral attack.

So one of the things that you have to do is you have to know the difference between a direct attack and a collateral attack. So look it up.

A collateral attack is to assume and presume that I bring a new issue or a counter claim to the original judgment. That is not true, nor can it be, unless you unwittingly agree. They have to go back to the source of the claim. Now the claim is a PPSA filing. They have to bring an **appellate process** to the PPSA officials. They can't do it in this (*foreclosure*) court setting. You are in this court setting because in essence they have filed a false, collateral attack, after-the-fact claim against you. You must enter your previous judgment as your only defense in there, the PPSA, and you are filing **a foreign judgment** in that court, which they cannot rule on, nor can they over-ride it.

If you look at what the rules are for a foreign judgment. If you have a foreign judgment you lodge it with the clerk of the court. You put notice out to the other party. They have 30 days to respond. If they fail to respond you, you go in there for an execution of your judgment. You don't even need a judge. If you do ANYTHING else, it will be construed by them as your tacit agreement that it is fine with you for them to treat your judgment as if it were not ***res judicata*** and ***stare decisis***, and to make an otherwise illegal collateral attack against it/you.

But if they do respond within the 30 days (*or whatever period your jurisdiction allows*), then a judge gets involved. What they are going to do if they respond, is to try and say that your judgment is a bunch of crap, and that this, is this, and this, is of no legal force and effect, and they will pretend you have submitted your judgment as a counter claims, or simply as unfounded allegations, but they will not admit it is an actual judgment. If you respond in any way to any of those false allegations they will try to throw at you, then you will just have thrown away your own judgment.

Why? Because they have absolutely no ability to go against your judgment and allege those things because by doing so they are doing a collateral attack on your foreign judgment, which they have no authority to do, unless you allow them, or pretend to allow them by responding to them.

It is very important that you understand what I have been telling you. Because if you don't understand where this is coming from and what you have got, you are going to throw it away in a

heartbeat and that is the problem we are having with most people right now. Many are down and out because they keep throwing their success away because they keep allowing the other side under contract law to keep coming back and raising new defenses and new arguments and new claims, rather than stopping them with their private, already achieved remedy.

What happens is they come back and they try to make some allegation like that is a bunch of crap, that means nothing, or whatever, which is like frivolous **procedural attack**, not even a **substantive attack** on it,

But the issue is the following. There are all kinds of jurisdiction.

1. **Subject matter jurisdiction**
2. **Territorial** or **venue jurisdiction**, all sorts of things.

Courts generally have subject matter jurisdiction given to them by the legislature that creates them. So the court can hear these classes of cases. They have personam jurisdiction over the parties when there has been service and proof of service returned.

They have venue or territorial jurisdiction if the actions lie within the geographical bounds of the court.

They have jurisdiction over the matter if it is federal issue and they are a federal court. If it is a state issue and state court, probate court and it is a probate case.

However that is general subject matter jurisdiction. Look up the term **General jurisdiction.** Just because they have general subject matter jurisdiction, they don't necessarily have proper full jurisdiction. For instance a traffic court could have general subject matter jurisdiction over traffic cases.

If an officer of that court just walks out the front door of the court, stops traffic, pulls you out of your vehicle and says, "you are coming with me", then marches you in and stands you before the judge in the traffic court and says "your honor, I just grabbed this guy, I don't like how he was wandering down the street in his car". Does the court have subject matter jurisdiction invoked as it applies to you? Well not if there hasn't been a charging instrument lodged in their court, right?

So the court has general subject matter jurisdiction over traffic cases. But the cop that pulled you out of your car on the street out in front of the court didn't even issue you a ticket and charge you. So the courts subject matter jurisdiction has not been invoked as it applies to this specific matter of you standing in front of the court that day.

So when these people on the other side come in to the court and say that your petition based on your PPSA file means nothing or it is frivolous or they say "Well that is not true, he still owes us money or whatever, they are assuming the court has general matter subject jurisdiction which is true, however have they arbitrarily and illegally **invoked** subject matter jurisdiction of that court.and they are collaterally attacking your judgment. And a collateral attack is not permitted.

So they have no standing capacity or authority to invoke the courts subject matter jurisdiction in this case because it was already resolved in another court. You have the right to throw it away, but they don't have the right to compel you to give it up unless you agree to them, by failing to stand on the record and defend it properly, **procedurally and substantively**.

So now with that background, you can't argue with the judge and say they don't have any subject matter jurisdiction invoked, you have to conditionally accept on proof of claim. You must ask, "your honor have they got the capacity under law to collaterally attack a foreign judgment properly rendered and properly brought before this court solely for the purpose of public notification and execution, and then to come into this court and attack it in a collateral bases? Does this court have subject matter jurisdiction invoked to hear a collateral attack?" And the answer is NO. And it is the way you have available to you to defeat what they are going to do.

Now let's see what you did in your petition. And we will see whether or not it complies with that background. Ok?

In your petition now you are bringing in your document filing security agreement PPSA," dismiss plaintiff's complaint for lack of invocation of subject matter jurisdiction on a matter already ***res***

judicata and ***stare decisis***. … Petitioner is a secured party Creditor and an accommodating party that has a record duly recorded in the public records system establishing that the criminal record for the debtor…… has been set off, settled and closed.

Technically what you have set off, settled and closed is the accounting behind the criminal complaint, **so what you have set off settled and closed is the accounts in regard to public court case # 12345.** The petitioner has completed and exhausted an Administrative process, culminating in the registration of a Settlement Agreement and Acceptance of Admissions ….

You know we talk about process, we would be better off forgetting the process and say the petitioner brings in a notice that judgment has already been achieved on the claim and has already been duly filed in the PPSA records. For instance the judgment creditor is John Smith, the judgment debtor is whatever the prosecution is or something in that state, prosecutor, case #. And it should state that the accounting for that case has been zeroed. If you know that amount fine, if you don't then it has been zeroed by stipulation of the parties. And whatever it was agreed to in the process should be noted on the certificate of protest or the certificate of private administrative judgment. And those notations ought be explained in box 4 of the UCC1 and by the time it gets to the PPSA , the PPSA out to say that John Smith is the judgment creditor in the amount to zero that account, setoff settle and close all outstanding balances etc., so that it is in spades what it is.

And if there is a power of attorney to come into execute that should be stated thereon, so that everyone knows what it is. Just as though a judge gave a judgment in a court, He is not going to say "I find for the plaintiff or for this party, he is going to state what the findings are, so that everybody knows.

So you are bringing that in here to register it, and for execution thereon. And the goal of what you are asking for here is that the court enforce that and part of the enforcement as agreed to in your registered agreement is that they would zero out the case, they would dismiss the case with prejudice, etc.

Try to keep your process out of it, just like if the cop comes and says "do you have any proof that you own this car?" You are going to bring out your certificate of title, you are not going to bring out a whole record, you are not going to say, "Well I have this administrative process, copies of my cheque and receipts from the seller, etc., to get my ownership". Do you think the cop really cares how you bought the car and got it. He just wants to see the final document.

John: he doesn't want to see the cheque your wrote or other crap

Jack: If you start showing him that, he is going to go "why are you showing this to me? Do you not believe you own this car? Should I impound it now and enter an inquiry to see if your documents and process were correct and if it is legal? Do you see what I am saying?

When you come in your first paragraph and you say "I did this incredible process, yes we did!" Yes that is wonderful, because we got a judgment on that process, and now the process is irrelevant. Unless they want to go back to the PPSA boss and say "I challenge this process." What do you think he is going to do?

Isn't he going to come looking for whoever filed the PPSA? Yes.

Then he is going to say "I want you to bring in whatever it is that you did in order to file your PPSA. Now are you going to start bringing in a record?

Isn't the PPSA base on the notice of a record? So you have to bring in the record, right?

If they say I don't like what your PPSA record is? Who do they go to say that? Do they go to a public judicial court or do they go to the holder of the PPSA records?

John: they have to go to the holder of the PPSA records?

Jack : are they on the private side now or are they attacking it through another court?

John: Attacking it through another court?

Jack: NO. The PPSA record is what you said gave you your right. And they are going back to the guy that holds the PPSA files.

Look at it this way, if the judge gives a judgment, he gives it to his clerk right? The clerk files it in the public records of that court. If you don't like that judgment, within 30 days what do you have to do?

You file a notice of appeal to that court clerk right? Is that a direct attack or a collateral attack? The answer is that it is a direct attack, because it is going directly back to the source. If you didn't like that judgment in the traffic court, would you then file a claim over in Paris France saying that traffic case judgment is invalid? That is called a collateral attack because it is not directly back with the source.

So since your judgment is in a notary certificate, or registered in the PPSA office, if they don't like it, instead of arguing it in this new court that you are creating for enforcement, they have to go back to either the notary rules or the PPSA rules, and challenge either of them directly by way of an appeal on that record in the PPSA . But they don't do that because they know that it is bound to be defeated.

Now if they went back to the holder of the PPSA records and he came to you and said "where is your supporting file?" What is your supporting file to the PPSA filing? Isn't it the notary certificate and attachments?

And so now the holder of the PPSA records in Canada has to officially contact the notary and say would you send me a certified copy of all of your records with regards to your filing.

Now if your notary holds all the original docs and copies, can't he produce the complete file in support of everything that was done.

John: yes he can

Jack: And on **appellant review** when the other party attacks this judgment and says this is invalid and no good, won't the original records held by the Notary that did the original files, either support or not support that this process is valid. If it supports the process was valid, does the appellant direct attack on the PPSA records in Canada work for them or will it fail.

John: It will fail

Jack: That is why it is ***res juricata stare decisis*** because they can't do it in this court and do it over again. They have a remedy, it is a direct attack on the records that brought in your judgment.

That only thing that the (*foreclosure*) court that you are going into for execution of your judgment can do, is they could try to allow the other side into that court if they could show your judgment was a void judgment .

Do you know the difference between void and voidable? You need to look up these words, because if you do not understand this they are going to walk right around you because you are going to start an argument with them or you don't know how to rebut what they are saying and doing.

I am giving you the long version today, because it is very important for you to understand to protect your remedy. And if you don't look up these key words and get it in your mind that you ALREADY have a valid process. They cannot attack your process because you don't have **a void judgment**, or you don't have a **voidable judgment** against your adversary, you have got a good judgment. But you can accidentally or tacitly agree to throw it away for a *trial de nova* and put it back in the public sector again in a heartbeat.

And that is what has happened to almost everybody. Remember what we always say? We'll help you get a contract or Settlement, if **you can keep it.** That is the key here. Because they know that most of the people do not understand the procedures and definitions of these words we have given you and because of that, they are going to allow themselves to be talked out of a win, or worse, they are going to talk themselves out of their own win. And the lower court by your agreement is just going to do away with everything that you did and go back to public policy and it will look like everything that we (*and others*) are teaching you is for naught and doesn't mean anything.

Void Judgment: is one on its face that shows that it is invalid for some reason. And the key behind all of this is due process and equal protection. As long as you give them due process of law which is notice and opportunity to respond and in your private administrative process your judgment is not void on its face. Didn't you give them notice and opportunity ?

John : yes

Jack: Isn't the record of the Notary substantiating that?

John: Yes

Jack: So if they go for direct appellant review. Remember on appeal, can new facts be brought in?

John : NO

Jack: So they can't raise a new counter claim can they? NO. Their failure to raise their counter claim to begin with, means that their counter claim was lost and they cannot bring that in now because it is too late.

John: Beautiful.

Jack: **Unless you allow them to do it!** So far technically you haven't done anything directly wrong in here (*my draft Petition to enforce*) but now that you know that you are only in there on that record coming out of the PPSA, then tha record filed better show that you zeroed that account and you have power of attorney to execute on that.

Because what you are doing is bringing a judgment which you got on Mars, because you are alien to these people, they are all fictions . And you are bringing your judgment on Mars back into their records so that their system can see that you got a judgment zeroing an account in their system. And all you want them to do, is to accept that the account is zero and go away. That is all you want them to do.

And you have to follow this notice in that court as an alien foreign judgment to do that.

But those lawyers are going to collaterally attack it, use all kinds of artifice and scams, so that through your ignorance, both procedurally and substantively, you don't know what to do to protect your win.

Let's go on here.

You are then saying that " petitioner completed the 3 step process " All that you have to say is that petitioner has basically got this judgment of Settlement , recorded in the PPSA and you are going to say that the judgment is record that the accounting the court case accounts is zeroed and set off.

And you are also going to say that the other side has stipulated that you have a power of attorney to go into this court on their behalf and get this court to execute to compel that other court case to zero the accounts which means to discharge any liability of who you were in that case.

And then discharge any collateral that was being held in that case as surety.

And then finally to dismiss that case with prejudice.

Those are the 3 things that ought to be part of your administrative process entered on the records of the judgment in the form of your Petition to Enforce Judgment.

And we don't want to talk about how we got there or any of that stuff, It is not this courts business.

Now in a case the IRS put in a petition for enforcement. And then 3 days later when nobody responded and answered the petition in the court they put in a motion for an order. 20 days later when nobody responded to either the petition or the motion, they entered in an order for the court to sign. That is basically what you are doing here.

If you look in the US civil rules of procedure Federal it gives you this pattern. They are called the supplemental rules of procedure. They say the following "if another party is making a claim against you", for example crime or any claim against your strawman, which strawman is collateral belonging to you. It says that you have 10 days to put in a notice of interest . Look up the phrase **notice of interest** in the legal dictionary.

One with a notice of interest is one who wants to assert a title or a claim to the property. If you are doing a process by mail you have 10 days to get a notice back to the clerk of a notice of interest.

Notice of interest is formal declaration that you want to assert a claim. After you have said you want to assert a claim, they give you an extra 20 days. 20 is the number of **redemption.** 10 is actually the number of law. So if you have a claim in law you have to get a notice of interest in within 10 days.

20 is redemption. With your claim you have redeemed whatever it is that is your interest. So it works against them to. You are filing a claim, you send them notice of claim. They have 10 days from the mailing of your notice of claim, to come back into that court and respond to your petition. If they don't respond to your petition, then by their silence they have agreed to it. Correct?

Your petition is an offer to make a contract. An offer to make a contract is legislative. Writing a contract or getting an agreement is legislative. It is the agreement between the 2 parties.

Once you have agreement you have to do your cross consideration for settlement of the contract. That is executive. And you get the courts action going by a motion. A motion is executive. The petition or complaint is legislative

So they filed the complaint. 10 days later they filed a motion because not having heard from them their lack of response constitutes agreement to the contract and now we move the court to move forward. Do you see how that goes?

20 days later if they haven't put in their counterclaim aren't you ready for a judicial order for the court to summary give you the remedy?

That is your procedure in this petition. You file a petition.10 days later if it is being done by mail you file a motion for a judgment on the petition. 20 days later you are right in there with an order for the judge to sign. It is ministerial, it is not judicial, because there are no things in dispute.

If they come back and file a civil counter claim, like hello, this is nonsense and crap. That is a collateral attack on your execution. **Conditionally accept that on proof of claim that the court has jurisdiction in subject matter to invoke something like that to collaterally attack a registered judgment**. And your order is still in timely because they haven't responded correctly. Do you understand this process now?

The reason I gave you the background is do you really think you could have kept your contract unless you understand what is going on?

Paul: Could you give us some very useful conditional acceptances for the types of attacks we might encounter when they are collaterally trying to attack what we are doing in court.

Jack: For sure. It is very important that you look up all the legal definitions of those words and phrase I gave you, because when you understand what I just told you, those definitions will come to life, they will have meaning as to how that is going to protect your existing remedy. And if you do not understand those you will not be able to formulate conditional acceptances in the proceedings when the judge and your opposing attorneys are trying to screw you up and get you away from your process.

P.S. NOTE:

The foregoing fairly well sums up an important aspect of YOUR existing paperwork. Please re-read the attachment and this e-mail carefully before asking further questions.

It does not matter what you call your process, or what type of documents you may have used if you fully understand what is going on. You inherently have free will and one of your unalienable rights is the right to private contract. Since you have the right to contract and you have free will, you have the right to contract in any form or process you desire, or currently understand - at the very least. So long as your intent is clear, the form or wording used is irrelevant. Only "ego" says this way, or these forms, or this specific wording is better than some others.

You could use the Notice of Default, Notice of Fault, Opportunity to Cure and Default Judgment, or Notarial Protest, or the Common Law Notice of Demand and Notice of Default and Settlement Agreement, followed by the Notice of Acceptance of Admissions, or anything else. Just understand and think about what it is you are doing.

Foreclosures for example. Whatever the paper process you used, you were establishing your PRIVATE SETTLEMENT of the matter. Start from the beginning. You entered into a private mortgage security agreement, to provide security for your private promissory note that you made to your credit provider, privately (*banks are private companies simply licensed publicly, but so are private detectives*). You became aware or at least suspicious that your credit grantor may have sold or

transferred or otherwise profited from an undisclosed use of your private promissory note without your authorization and without your participation in any of the possible commercial benefits.

So you wrote them a private communication seeking clarity. Since you were in private contract with them, this was not only proper, it was necessary. You advised them without accusing them of your suspicions, and gave them opportunity to respond in private with evidence they still possessed your note, failing which you further advised them in private they would be in default, and you also clearly explained that default would mean the previous or alleged debt was settled privately between you. You then privately notified them that they in fact did default and therefore the matter was settled privately between you with their knowledge and awareness, and as part of your settlement, you were not intent on making claim against them for breach of contract, fraud, or theft, etc.

They may have written to you after you achieved your private settlement (*default judgment, notarial protest, or whatever you want to call it - remember you have every right to contract in private and to express your private contract any way you like - there are no rules about what a private man can say, or how he must say it, any more than there are rules that dictate how a duck must quack*), and they may have made after-the-fact claim that they don't accept your private settlement, or that it is not of legal force and effect. But notice carefully, they NEVER made any direct challenge of, or to your private settlement regarding your private promissory note or debt instrument, rather they only, and perhaps continually, made unrelated threats regarding their intent to make claim against the collateral security documents, because of your default of payments pursuant to those collateral security documents.

Now you know you did not need any court's permission to enter into your private mortgage contract or to issue your private promissory note. Nor obviously did you need any court's permission to enter into your private settlement agreement regarding those private matters. Likewise, your credit grantor did not need your permission to make application to public court to pursue your collateral security documents. Their claim made by them in the public court against the collateral security documents is unrelated to your private settlement agreement regarding the private debt instrument. These are two, distinct and separate legal matters, dealt with in two distinct and separate jurisdictions, so far.

Their claim is erroneous and void on its face, but you must challenge that in their public court, or be deemed to have accepted its administrative correctness as it was made. If you attend a hearing in any manner, as a man, or as a person, or as an idiot, or claiming to be God Himself, or if you have responded to their claim with any of their legal forms of response, you may have unwittingly (*but not always necessarily*) accepted their claim as being a matter of proper public legal process, albeit one you want to contest - remember though, you probably did default on your payments and therefore they are entitled to claim against your collateral security documents, if you limit your self to defending that claim and the material issues as only related to it. You must deal with their improper claim against your collateral security, in a proper public manner to be effective. Your previous private settlement does not directly accomplish this - yet, because it is not directly relevant, yet.

You must make a detailed list of your private settlement documentation and have it certified by a notary. Some groups have special names for this, it does not matter. You are simply taking your private settlement documents and having them certified by a public servant, as being true and correct, and actually delivered to the alleged lender as you proclaim. Now you must file at least two things in their public court, using their public forms. First, regarding your private settlement and your private debt instruments, you must file a Petition to Enforce a Settlement, supported by your public notary certification of your previously achieved private settlement agreement documents. Second, you must file a Motion to Dismiss their frivolous and vexatious claim against your private collateral security documents, which claim is an abuse of due process, since the debt which is the underlying basis of their claim, has been settled. (*Note: the forms for* Petition to Enforce a Settlement *and* Motion to Dismiss, *are available on-line*.)

Further, you must refrain from making any other written or verbal response to their abusive claim (*for example, arguing whether you are a man or a person or whether you have a name or a calling is a waste of time, because you are making these assertions as answers to their claim, thus unwittingly accepting its standing*). You can however refer back to your proper and private settlement agreement. Now you might have filed common law notices of appointment into their public claim file, which is also perfectly okay, providing your verbal instructions are consistent with demanding their claim be dismissed according to your Motion to Dismiss, or at least adjourned until and if your Petition to

Enforce a Settlement of your private settlement has been successfully challenged. Of course, the only way they can negate their private settlement agreement with you, is to produce the debt instrument that they have already admitted to being unable to do.

The public court cannot properly deny you are a private man, or that you have right to private contract, therefore if they suggest your private settlement is of no legal force or effect, they are only partially correct, but (*limited technically*) not correct, and they are intentionally misleading you. Your private settlement of the debt instrument issue, is correctly of no legal force or effect regarding the bank's claim against your collateral security issue, because these are two legally separate issues. Common sense dictates however, and even public courts will recognize such, that if the matter of the debt has been settled by private, even tacit agreement of both parties, that any collateral attack or claim made against the collateral security documents, must be void on its face - but only if you challenge it thusly, otherwise their public rules of court allow them to proceed with any type of claim, frivolous or not, so long as the wronged party fails to assert otherwise, and so long as the evidence is confined strictly to the matter of the collateral security that is being claimed.

You must stand firm on your properly perfected private settlement agreement, regardless of what you call it, or by what documentary methods you used to achieved it. Don't fall for the line that this guy's process is better or that type of process is better, because in the end, they are all private, and they are all correct (*unless they rely upon inherent references to public rules or codes*), and none of them are of any legal force or effect until you make them so, by petitioning the public court for an order to enforce them.

The court cannot say nor will they say you have no right to private contract. They cannot say nor will they say you did not achieve your settlement agreement by private contract, even if tacitly. Lawyers will make a great many false statements and display much bravado attempting to persuade the court that their client was deceived by your documents, or they were tricked by your tacit agreement which they pretend not to accept, or you are just trying to avoid your payment responsibilities, all of which are akin to buffalo bagels, and are really attempts to trick you into responding or making answer in response to their deceptive claims, thereby avoiding (*and voiding*) the ramifications of your actual settlement agreement.

You can consider making offer to accept the bank's challenge of your private settlement, just as soon as they step forward and produce your original note, and you can offer to accept an order from the court to pay on the bank's (*abusive and frivolous*) claim, or to surrender your collateral security on the same conditional basis, or you can offer the court the opportunity to test your private settlement by saying you will accept their false allegation that your settlement agreement is void, on the condition that the bank can produce your original note, etc., but you cannot address any of the direct issues of their claim without thereby accepting their claim as being having been filed administratively proper. And you cannot (*we hope*) just simply throw your own private settlement agreement out, because you accidentally decide to make answer to the issues directly related to their improper claim, which thereby and therefore proves that you don't understand legal procedure and that you don’t know how to stand on your own settlement agreement.