Presentments

Part III
Civil and Criminal Charges

Whenever you receive a traffic ticket (citation), summons, complaint, indictment, etc., what you receive is a public offer. It is an offer of indebtedness to your strawman. It is conclusive presumption, i.e., "fact," that your strawman is obligated to provide the funds if you act in dishonor. In commerce the penalty for being in dishonor is losing one's equity. Remember that no court in the system—since they are all in the public realm—can see, address, or deal with the real you. Public courts can deal only with assumptions and fictions in their colorable (phony) system. As such, there are no facts other than what is stipulated (agreed) to by the parties. If an adversary says the sky is green and you agree, that agreement constitutes a "fact." The commercial tribunals of the system are all contract courts, and your stipulation is contractual ratification, which is the law of the matter. People lose in the courts because they try to counter or neutralize one assumption with another.

If you are in dishonor you will be forced to provide, through your strawman, public funds (FRNs or equivalent), one way or the other, to satisfy the obligation. This can be by simply parting with FRNs, doing "community service," or by being incarcerated as the surety for the obligations of your strawman. In the latter case they create the bond by further borrowing against your strawman. This generates funds that are used to balance the books and also make considerable additional money for the courts, judges, attorneys, etc. Given the immensity of the money made (per CAFR and LAFR), which is several times the total amount of the entire economy of the private sector, the mania in the United States for charging, prosecuting, and incarcerating is understandable.

The following are important considerations in the equation:

1. As investors in the bankrupt corporation called the United States, as well as the USA, the parent corporation, we, as real people, are the true creditors of the country and source of the wealth, as discussed above. As such, we are exempt from taxation from the public side. The creditor and sovereign cannot be taxed by a system that functions by using the credit of the creditor. The public side is debt, operating by borrowing against us. Being derivative and dependent, the tail cannot wag the dog; the reflection cannot dominate the reality it reflects. The system does not deal with us as real beings; it deals with a fiction—a symbol—which is not us and therefore does not require the system to deal with us as the creditor and sovereign. Moreover, the public domain can tax and regulate only what is created in and belongs to the system, which can be only strawmen and never real beings.

2. As creditors, sovereigns, and true owners (preferred stockholders) of the country, we have authority to offset any obligation imposed on our strawman by the public side by making our exemption (which is unlimited) available to discharge the charges. The source from which the obligation was derived is our own credit, which can therefore be used as the asset to offset the obligation created by borrowing against that credit.

3. The size of the purported obligation, as well as its severity, is technically irrelevant.[16] That which can be invented in the form of an alleged obligation can be offset, i.e., discharged, with the same ease as the obligation was created. All public debt is nothing but numbers—digits in the matrix. Promissory notes (creating currency by signature) got us into this mess, promissory notes can get us out.

16 It is often considerably more difficult using the acceptance-for-value process for dealing with matters involving a mala in se crime than a mala prohibita offense, although all "crimes" in the system today are "commercial crimes," see 27 USC 72.11.

4. The only way we can discharge and offset such charges completely—neutralize and eliminate them totally and close the accounting—is through an acceptance and return for value through the use of our exemption, which we make available to be used for exchange as the

funds for discharging the obligations/charges. Per the maxim of law, "As a thing is bound, so it is unbound."

5. When we, as the creditor and sovereign, proceed as above, we are functioning as the king. The colorable public side is rendered dependent upon and subservient to our acts. By law, public officers are fiduciaries, and have no discretion. Compliance is mandatory. It is unrealistic, of course, to think that those who structure and operate the system for commercial enrichment and power will "go gently into that goodnight" when we use the system for our protection and betterment. In addition, and of crucial importance, is to neutralize the unrevealed presumption on which the system operates that we, the real us, have agreed to be united with and treated the same as our strawman. We remove that presumption by noticing the proper parties of the foundational documents referenced below. Many times when these documents are placed on the record in a court case, the case disappears. If they cannot access the real you (and your body, labor, and property), they are left hanging out to dry in their cloud-cuckoo-land.

Upon receiving a presentment

Receipt of an offer (presentment) will occur in one (1) of the following ways:

1) by mail; 2) in person; or 3) after arrest and being placed in custody. Herewith below we will concern ourselves with the first two (2) modes of receiving a presentment.

1) As soon as you receive an offer (such as a bill or statement you wish to discharge), make a copy (preferably color copy, certified as a true and exact copy by a notary) of the offer and keep that copy in a safe place. If you are already in court, go to the court and obtain at least two (2) copies certified by the court clerk of the documents filed in a case by the other party. Then use these as you would an ordinary presentment, following the procedure set forth hereunder.

1. After making a copy of the essential documents issued by the other side, imprint over the first page of the original of each document the following text (there are numerous versions of this and opinions as to which is best):
This presentment is accepted for assessed value and returned in exchange for settlement and closure of this accounting, certified and sworn on the commercial liability of the authorized representative as true, correct, and complete, with all related endorsements front and back. Pre-paid; exempt from levy. Adjust the account and release the orders to the authorized representative immediately.

[Autographed Postage Stamp
(Two-cents US is OK)]---------- **Date:**_____

2. If you have had your **bullet stamp** made, which includes your full name in upper- and lower-case (some people use all lower-case letters in their documents for ancient linguistic reasons[17]), as well as your EIN# and the terms stating that you are operating in capacity of being the "living principal" and "authorized representative," stamp your bullet stamp in gold ink so that it is over part of your **Accepted and Returned for Value, i.e., "ARFV," stamp (above)** and also across the upper left hand portion of the postage stamp.

3. Autograph your name at a diagonal across the postage stamp so that your autograph is done over a part of the **ARFV** text, across the postage stamp, and on the presentment itself. Use blue or purple ink.[18] Put in the date by hand.

17 There appear to be four alphabets in English: print including upper-case letters (in whole or part), print in all lower-case letters, upper-case cursive, and lower-case cursive. Allegedly cursive (handwriting) joins phonetic symbols in a way that removes their individuality and therefore does not verify/certify the pronunciation of your name, voiding capacity for your autograph to state a claim. This is why one should always also print his name, thereby having a double witness and removing ambiguity (which may be construed as fraud in law that may require a third party, i.e., judge, to adjudicate). Also, language (multiple languages, i.e., babal—as in the "Tower of Babal") came from the ancient Phoenicians and was, among other things, developed as a weapon. Writing in all lower-case letters was allegedly the mode of writing used by the elite, whereas use of all capital letters was reserved for ships, dead fictions, and slaves. One may review the term, *"capitas diminutia maxima"* in *Black's Law Dictionary*, 6th edition, concerning this matter.

18 A long-standing concern about what color ink is best to use for such things as signing a document with an accepted-for-value stamp has been recently resolved for this author, who has now concluded that red is not good; blue or purple is optimum. Rather than indicating blood and the living being as we had thought, the significance in the color scheme of the system indicates that red expresses deficiency, such as "being in the red."

4. If you do not have your bullet stamp, use the postage stamp as above, autographing on a diagonal across the stamp, filling in the date, and also printing your EIN#, as per the following:

This presentment is accepted for assessed value and returned in exchange for settlement and closure of this accounting, certified and sworn on the commercial liability of the authorized party as true, correct, and complete, with all related endorsements front and back. Pre-paid; exempt from levy. Adjust the account and release the orders to the authorized representative immediately.

[Autographed
Postage Stamp
(Two-cents US is OK)] **Account No.[EIN#]**

_____

Date:

_____

[Name],authorized representative

_____

5. Your package to the offerror will consist of:

a. **Verified notice** (by affidavit, notarized) that informs the presenter of what the documents are that are attached/enclosed, what is required of the presenter, notice that the notary retaining a copy of the documents being sent and is acting as a disinterested third party, and that if the presenter does not respond to the notary within the required time (ten (10) days in most cases) with notice that he has adjusted the account and the obligation is discharged, a Certificate of Non-Response will be forthcoming from the notary that constitutes a notice of dishonor and judgment in estoppel on the law;

b. **Your accepted-and-returned-for-value presentment,** signed and dated by you in blue or purple ink and bearing your Private Treasury UCC Contract Trust Account number [SS# w/o dashes];

6. If the notary does not hear from the offerror within ten (10) days that the discharge has occurred and the accounting is closed, have the notary send the offerror a Certificate of Non-Response. This constitutes a certificate of dishonor and a judgment in estoppel on the law, which bars the offerror, and everyone else, from ever coming after you again concerning the issues in the offer.

If a court case is involved, have your notary also notarize such things as the following:

1. **Certified copy of the Oath of Office** of whatever judge is involved (if the identity of the judge is known at that point), as obtained from the secretary of state of the State, or the county recorder, or whatever office is holding it.

2. **Notice of Waiver of Protest.** This documents requests the court to waive any fee, fine, cost, or charge the court is looking for. A default position by the court is automatic record of INVOLUNTARY BANKRUPTCY if the court dishonors your request (as the living principal and authorized representative for your strawman). Your notice informs them that their dishonor constitutes a waiver of right to protest the matter (or anything connected therewith) henceforth.

3. **Notice of Acceptance, Standing, and Status; Request for Remedy.** This pleading-format document instructs the court to discharge all charges and dismiss the case (based upon your acceptance and return for value of the charging instruments and all court documents, along with filing the bond) or, in the alternative, produce the assessment for the charges (whether the charging instrument is a citation, complaint, information, statement, or indictment). (See "Instructions for Executing and Using Employer ID," B) 3), *supra*.)

It is an automatic dishonor/forfeit position if the court does not provide the assessment for the charges if you require it. Substantiation of the bona fide nature of the assessment consists of providing the commercial paperwork that reveals the origin, nature, particulars, and legitimacy of the assessment which, to be genuine, must be executed by the responsible party under

affidavit sworn true, correct, and complete, with stated commercial liability risked by the responsible party in case he is found to be in error, and swearing to the accuracy, relevance, contractual validity, and verifiability of all allegations made and the exactitude of the sum-certain amount of the assessment. Failure to "put up or shut up" in this regard signifies the court's stipulation that it is continuing to entertain prosecution of non-existent charges.

4. **Bond (2 options):**

a. Single-page bond (on court pleading format). This bond is filed in the court on court-pleading format. Such format renders the document more familiar in appearance (and therefore more easily filed) than trying to file papers that are not in pleading format. Elaboration on the bond, its use, and history of success are discussed hereunder.

Or,

b. Request for Appearance Bond. This document is a court brief that instructs the court to have an appearance bond issued (at no cost to you) in order to underwrite the case and the appearance of your strawman at scheduled court hearings. The court's failure to issue the bond allows you to utilize their dishonor/obstruction as a grant of their signature by accommodation to be used in a subrogation surety bond. You notice the court that you are requesting an appearance bond, backed by your exemption (on the private side), at no cost to you. Technically the granting by the court of your request discharges all obligations connected with the case, ends the dispute, and makes you the owner of the matter. At this time we are awaiting final outcome of using this process.

If the matter is a commercial bill such as a credit card statement or other invoice, and they ignore what you have done and continue sending you more invoices, treat each new bill as an original presentment. Each statement is another offer on which you can do the same process. This is true of any matter, such as mortgages, credit cards, etc. The offerror's non-response signifies his tacit stipulation that he owes you the amount on your bill. He has implicitly agreed that he owes you the funds by not responding; he has invoked the doctrine of acquiescence and estoppel by silence.

As valuable as a judgment in estoppel on the law is, it is not the best we can make of a situation. We would like to make money from the event. For this we need a second judgment in estoppel—one on the facts/money. When you do this you establish on the record the amount that the offerror owes you in costs, fees, and damages. The amount can be anything you choose, since only you can decide what you think the matter is worth to you. Besides, it is all nothing but digits in the matrix.

If a court procedure is involved, as soon as possible file a court brief in standard court pleading format entitled "NOTICE OF ACCEPTANCE," by which you notice the court of the following:

1. You have accepted the charging instrument for value Banker's Acceptance and returned it in exchange for settlement and closure of the accounting concerning the matter.

2. Settlement of the account has been done privately by exchanging your exemption for discharge of the obligation by use of your Private Treasury UCC Contract Trust Account, No. [SS# w/o dashes].

3. You are operating in capacity of being the living principal, authorized representative and attorney in fact for the strawman.

As exhibits/attachments to your notice of acceptance, include color copies (preferably certified by a notary as true copies) of the following foundational documents:

1. Employer Identification I;

2. Private Agreement;

3. Security Agreement-Pains and Penalties;

4. SPA-IHHA.

Also file:

1. Notice of Request for Waiver.

2. Notice of Request for Remedy.

Put an autographed and bulled-stamped postage stamp on the back, lower right hand side of every page of every court brief you file. Obtain multiple copies of your documents to the court and have the clerk file stamp them all.

If the case is not dismissed (which it usually is), file the Court Bond.

B. Explanation of the process involved in accusation and prosecution

The situation involved in having to appear in court is as follows:

Private/Substance/Fact

Existential Event -> Subjective Interpretation by Accuser, with alleged Injured Party and Claim of mens rea (criminal intent)

Public/Reflection/Interpretation

Statutory Criminal Charges -> Civil Resolution by agreement of the parties

The sequence is this:

1. You commit some actual act (such as writing a check on a closed account), which is simply an event in reality. You inscribed something on a piece of paper. So what? You also walked to the grocery store, ran into a friend, and planned a dinner party; all are simple happenings, with no legal charge attached.

2. Someone (some living being, the complainant) has considered what you did to be a crime you committed with criminal intent (*mens rea*). In other words, out of an infinite number of possible subjective, inner motivations you might have had for doing something, and an infinite number of possible ways anyone can think about what he perceives of your action, the accuser chose to adopt the perspective that what you did was a crime that you committed with criminal intent. The first is a value judgment; the second, regardless of substance, is nothing for which anyone but you possesses authority to speak. The accuser can neither know your intent nor does he have any right to speak for it. He can observe your outer behavior, not your inner motivation.

3. The interpretation that what you did is a “crime,” as well as what that “crime” is, what statutes you allegedly violated, the basis of prosecution, etc., are all applications of the facts to the accuser’s presumptions/assumptions/priorities/interpretations/motivations.

4. The complainant swears out a complaint under affidavit that you did what he says you did and submits it to the prosecuting authorities for them, as “public servants” (serving the system, not you), to investigate, and thereafter prosecute, your strawman (with you attached unless you rebut the presumption of the contrived union).

5. The first thing across the mirror (the bar) onto the right hand side of the bar, i.e., public/debt/bankruptcy mirage-land, is the criminal charges, which is what the public side indicts you for. Since the public side is debt, reflection, and bankruptcy, nothing of substance and reality can originate there. The public side must reflect something real on the private/substance side and then adjudicate the imaginary dispute concerning the arbitrary interpretation of the actual event, calling it a “crime,” and saying it violated one or more of their statutes. The event itself is nothing other than an occurrence in reality, a thing-in-itself that is completely neutral. If someone calls it a crime that is his projection/interpretation of his mental processes and priorities. What he makes of what you allegedly did is his business, not yours. What do his mental processes have to do with you? He is manufacturing fiction and projecting it on you, attempting to lure you into traversing into his imaginary, let’s-pretend world and deal with what goes on there. You receive a complaint that says, “On or about June 5, 2001, John P. Smith (you) did willfully do blah, blah, blah.” So you read this, blush, and say to yourself, angered and fearful inside, “That dirty rat, I did not!” If you join his game and try to disprove his fiction you have left your domain, departed from solid ground, and ensconced yourself firmly into a swirling mirage of your accuser’s fertile imagination. Why write yourself into his novel?

6. In a criminal case the system functions by getting people to plead to the criminal statutes on the public side. Then the matter shifts from criminal to the civil (agreement of the parties) for resolution. If you take this route you are down the drain. The proper way is to obtain a civil

(meaning money) resolution on the private side so that the dispute is ended at its source and there is no controversy for any tribunal to resolve. This resolution occurs by stipulation between the parties as real beings. Once that agreement is reached on the private side (the origin), the possibility for any public action is eliminated. There is no longer anything to drag across the bar and into the public domain.

7. For securing the stipulation between the parties that ends the dispute on the spot, admit to the facts in the charging instrument (after having accepted everything for value, of course). This can be accomplished by a statement such as, "I have no problem with pleading guilty to the facts stated in the charges." The prosecution says you wrote a check on a closed account. OK, you did. That is a fact, not a charge, so agree with the statement. By so doing you are not agreeing that what you did was a crime, or violated any statute, or can be any basis for prosecuting you. You have merely agreed to a fact in reality, thereby reaching a stipulation with the prosecutor that end the negotiations. Because there is stipulation between the parties, there is no longer any controversy for a court to hear and entertain. The agreement between the two of you ends the matter. When there is agreement on the private/substance side the subject matter can never get to the public side, because no dispute exists.

8. Concerning the bonding of the case, your discharge of the matter by use of your exemption makes you owner of the transaction.

9. Keep in mind that if you follow their lure, what they present to you as the way to go, you're dead. They want you to plead to the statutes, not the facts. The statutes are their property, their "truth" (i.e., fiction), and jurisdiction concerning which you have no authority to deal. You own yourself on the substance side but have no claim on interpretation of facts that someone alleges on the private side (out of his belfry) that he wants you to deal with on the colorable, public side. If a matter is ended at its source (the private domain) there is nothing to bring into the public arena.

10. By pleading guilty to the facts on the private side you are demurring. "Who says I can't write a check on my own closed account? I placed some ink on a piece of paper, but so what?"

11. Remember that no one on the public side can charge anyone with a crime on the private side. Only people act; strawmen do not and cannot act. Therefore, deal with matters between you and your adversaries privately, forming private contract (usually by their tacit consent through non-response) between you and them. The terms and conditions of the contract include the fact, established on the notarial record, that that they stipulate that the matter is resolved, so no dispute exists. *Sic transit* case.

12. Someone invoking the system must post a bond to invoke the services of a court. The authorities cannot arrest you without an order (warrant, which is a check) from a court, and the only way a court can obtain the jurisdiction to issue a warrant is by someone having posted a bond indemnifying the court and granting the court subject matter jurisdiction (funds against which to execute the warrant/check) to adjudicate the matters you are being accused of. You must require that they provide the audit trail of the accounting on that bond that allegedly bonds the case.

13. If you are presented with a warrant, accept it for value, write "exempt from levy" on it, sign, date, and return it to the court. This grants the court authority to use your exemption in exchange for release of the property, i.e., return of the bond to you (as the creditor and insurer).

14. The Court Bond gives the court subject matter jurisdiction. If you are the creditor—paying with substance and not liability funds—it is your court. The court serves the creditor. When you have title to the bond behind the criminal prosecution there is no way you can go to jail because you have discharged the bond that would otherwise result in your being seized and incarcerated as the surety for your strawman that they treat as a debtor (defendant, loser) in a dispute.

15. If you enter a plea when no bond has been posted, you have broken the law by pleading to non-existent charges (i.e., color of charges). Also, you have granted the court subject matter jurisdiction to prosecute your strawman on the public side as the debtor. Posting a Court Bond removes all basis for continuing; the matter is resolved by your discharge on the private side.

16. Having a hearing in an admiralty court is not a common-law right; it requires posting a bond so that the court can have in rem jurisdiction. The property at stake in the proceeding is the bond. You must secure title to the bond behind a criminal prosecution if you wish to be

immune from conviction. How do you get title? There must be an agreement between the parties concerning the identity of the creditor on the bond. The court will probably try to secure title by asking you to pay a small fee for filing the bond. This is a trap.[19] One way or another you must provide the asset that balances the books. The issue is not whether you discharge the obligation, but what kind of funds, i.e., in asset funds or liability funds you use for doing so. If you use your exemption you secure title; if you use FRNs you forfeit title. Therefore, you suggest that either the court waive the public administration fee for registering the bond or secure the fee by performing an adjustment and offset through use of your Private Treasury UCC Contract Trust Account (EIN#). If the court does not do either it is in dishonor of you, as the king/creditor, authorizing you to discharge the matter by bringing involuntary bankruptcy against the court to discharge the bond because you have established yourself as the owner by your acceptance for value and willingness to allow your exemption to be used for discharging the obligation.

C. Strategy concerning court

One of the most difficult positions to be in when inside a courtroom is sitting down. It is best to wait outside—or in the back of the courtroom—until the strawman's name is called. Then walk towards the bar to speak and don't sit down. Sitting is inferior to standing, and if you go through the drill of being in court before the judge enters, standing up upon hearing the bailiff announce, "All rise," and then sitting down when instructed to do so, you are signaling by your behavior that you are an obedient serf and subject of the court and within its jurisdiction. This is not a desirable position. A maxim of law concerning this states: "It is immaterial whether a man gives his assent by words or by acts and deeds." 10 Co. 52.

When your strawman's name is called, when spoken it sounds the same as your upper- and lower-case name (see "*idem sonens,*" meaning "same sound," in *Black's Law Dictionary*, 4th Edition). When this happens, do not say "here." As soon as you give your name you testify that you are in the public side. You testify that the real you is the strawman/Defendant on the paperwork at which the judge is looking. You form a contract with the court by which you agree that the real you may be treated in accordance with the way they treat the strawman/Defendant. You surrender to the court's jurisdiction. You agree to leave your own ground and domain and go join them on the school yard in their let's-pretend cops-and-robbers game.

The crucial points to keep in mind in any court interaction are as follows:

1. The courts are equity/admiralty/probate/trust courts, not courts of law. In such courts there is neither law, nor substance, nor facts, nor evidence, nor charges. There are assumptions, presumptions, color of law, color of substance, color of facts, color of evidence, and color of charges. Officials and attorneys execute the paperwork and pleadings as if (let's pretend presumption) your strawman is the trustee (Defendant, actually co-trustee of the public, cestui que trust created by the 14th Amendment) with a duty and the State (Plaintiff) is the beneficiary (i.e., co-beneficiary of the public, *cestui que* trust created by the 14th Amendment[20]) who has allegedly been deprived of his trust benefits by the delinquent trustee. Trustees are always outside common law.

19 Even the use of the word "pay" is a trap. We are better off not using it in interacting with the system. Since there is no money, but only debt currency derived from borrowing against the people, there is no way to pay a debt. We discharge obligations, not pay debts.

20 The *cestui que* trust is a "public charitable (collective) trust," or "PCT," that is constructive and not express. "Constructive" means that the trust is constructed (created, manufactured, concocted) by "operation of law," i.e., out of nothing, as just another of an uncountable number of legal fictions of which the entire system consists, by the whim and fiat of those who own the particular law forum in which the trust is indentured and domiciled. In the case of the United States, this jurisdiction is the private, commercial, international, military jurisdiction of the original incorporation of US Inc. in 1871, within the 14th Amendment and emergency war powers implemented at the advent of the civil war that suspended law and terminated thereafter operation of the *"de jure"* government under the original charter, the 1787 Constitution.

A "citizen of the United States" was created by/within the 14th Amendment as a corporate, civilly dead entity operating as a co-trustee of the PCT. The 14th Amendment upholds the debt of the USA and US Inc. in Section 4 of the Amendment, which states that the "debt shall not be questioned." That is part of the terms and conditions of your co-trustee position. If you question the debt you are in violation of your own contractual obligations. Endeavoring to find fault with the system or any of those operating on its behalf is considered as arguing against yourself, which every judge immediately dismisses as self-evident error, if not insanity. No wonder judges are so fond of ordering psychiatric evaluations for those who appear in court these days.

It is presumed that everyone who states that he is a "citizen of the United States (Inc.)," or acts as if he were, has knowingly, intentionally, and voluntarily contracted into the private, military, international, commercial admiralty/equity law forum of the 14th Amendment PCT, surrendered all rights, and agreed to be bound by the alleged resulting contract. One is now "on the ship," where the captain's word is law and trying to protect your rights, find the system in error, or walk off the job is walking off the plank.

In the PCT, every citizen of the United States acts in a dual capacity: as co-trustee and co-beneficiary. This means that as a "citizen" you have on the one hand (as co-trustee) obligations and duties, such as the requirement to comply with all the system's codes, rules, regulations, laws, statutes, and public policy, and on the other hand (wearing the hat of co-beneficiary) you can receive benefits, such as welfare and other rob-Peter-to-pay-Paul token benefits such as "retirement benefits," "unemployment insurance," and other trinkets doled out in exchange for having, like Esau, sold your birthright for a bowl of porridge. There is no grantor or trustor (although there is a creator) to a PCT because it is an implied trust, i.e. constructed, and not formed by express, written, bilateral contract.

Once you are in the PCT, you can contract into Social Security, which is a reversionary, revocable trust in the New Deal, a socialist/communist scheme in which all participants are "tort feasors" who secure, by membership, benefits to which they are not entitled by having been extracted at legal gunpoint from other people. Accepting SS (or any other government) benefits is accepting stolen goods, providing the system with an excuse to consider you "guilty until proven innocent."

Therefore, in any court case, the action is being brought by the allegedly offended beneficiary, the Plaintiff, as (implied) co-beneficiary of the PCT, against Defendant, the (implied) co-trustee. This is why the "law" and "facts" are all completely irrelevant. If you go into court trying to argue either, you must necessarily lose since the only issue is whether your strawman faithfully performed its duty as trustee of the trust, such as to obey the statutes, pay the taxes, or whatever else is required in accordance with the ever-increasing ocean of by-laws of US Inc. If you raise objections of "law" or "facts," you not only traverse and dishonor (by arguing), and therefore automatically lose, but you give witness/testimony against yourself that you are a bad (delinquent) trustee trying to escape your duties as a co-trustee of the PCT. You are thereby presumed guilty. Your fatal error is not first and foremost that you argued, denied, rebutted, traversed, dishonored, and tried to avoid your contractual and fiduciary obligations (of a contract you ratified countless times by accepting innumerable government "benefits," such as Social Security, obtaining a driver license, getting a passport, etc., etc., etc.) as co-trustee, but that you failed to rebut the presumption that you are the co-trustee, i.e., the same as the Defendant/strawman/citizen. This is why there is only one issue and all the rest is so much irrelevant froth. The issue is whether or not you rebut the operational presumption. If you do not, nothing else matters; the presumption (where the power and teeth are) stands and you lose.

2. You, as the living principal, are real and exist on the substance/private side. The strawman, all-caps name, Defendant, is fictitious and exists on the imaginary/public side. The living principal cannot be seen, addressed, or dealt with by the public side, which is a refection in the mirror and a chimera. The Defendant cannot enter or access the private side just as the living principal cannot enter the public domain.

3. It is essential to neutralize the presumption by which the system operates against us, which is that the living principal is presumed to be attached to and united with the strawman so that whatever is done to the strawman is imposed in the flesh on the living principal. It is the unrebutted presumption of the union of the real and fictitious that enables the court to access the real you. This is why it is crucial to neutralize that presumption and render it inoperable.

4. You must not traverse or dishonor. You cannot win by arguing in let's pretend mirage-land.

5. You must end the controversy, i.e., terminate the presumption of the existence of a dispute, on both the private and the public sides. The obligations/charges must be discharged so that the books balance and you have complied with the law in both domains.

6. The public side is bankrupt, has no capacity to execute a sentence, and cannot charge you in common law. The charges are "in the nature of" (meaning colorable) civil or criminal charges in common law, meaning they are in form only without any of the substance. This is also (among other reasons) why you cannot lien public officials: doing so is a common-law (substance) process, and as bankrupt entities they cannot provide you with a remedy. Trying to lien public officials is a dishonor and crime by endeavoring to impose a common-law remedy in a sphere that cannot access common law.

Several possibilities (in lieu of or in addition to the Three Questions approach, below) for dealing with the name issue come to mind. These statements are intended as satisfying all of the above essential elements. When your strawman's name is called or the judge asks you your name, you could say one of the following (whatever you are comfortable with):

"I am here concerning that matter." Or,

"I am here as a third-party intervener[21] in that matter appearing as authorized representative for my client."

21 The third-party intervener is you, the living principal, acting in your own interests because you have a pre-existing claim against the Defendant that precludes them from acting against any version of your all-caps name based on your prior contract therewith (such as your UCC, Specific Power of Attorney and Indemnity and Hold Harmless Agreement, your Employer ID, etc.)."

Then continue:

"I accept for value and return for value all of the charging instruments in this matter and make my exemption available [not "offer," since we never make offers] for discharge of all obligations and charges connected with this case. I do not dispute any of the facts in the charging instruments."

We must remember that problems are not solved on the level of problems: we cannot resolve the imaginary dispute in the imaginary domain. We must not try to pay with public funds; we must not try to prove ourselves innocent; and we must not plead "not guilty" (which is arguing, traversing, dishonoring, and telling them that you are joining the imaginary game and treating it is if it were real). All attempts to do these things are traversing and dishonoring, breaking the law, and committing treason against the equity court by trying to deal with the dispute as if it were substantive, private, real, and in common law. The court then convicts us for contempt of court and imposes the common-law sentence.

We must also remember that they need us, as the living principal, to be a witness against ourselves, testify, and make the legal determination for them that we are the one they are looking for in their let's-pretend game and want to prosecute, convict, and punish. They need us to volunteer into contracting with them in their public domain. They cannot make the legal determination that the Defendant has anything to do with us; it is up to us to hang ourselves. The above statement satisfies all of the essential criteria, as follows:

1. The catch-22 of the matter is that under common law you are presumed innocent until proven guilty, whereas in their admiralty/equity courts you are presumed guilty until you prove yourself innocent (which is impossible in their let's pretend/presumption game). If you try to prove yourself innocent you are in dishonor and are charged with a breach of trust to the beneficiary, the State. By so doing you commit treason against the court by trying to secure a common-law remedy where none is possible, and you do not neutralize the presumption (and indeed, ratify it's force and effect) while admitting that you have been a delinquent trustee and acted in violation of your fiduciary duty.[22]

2. You, as the living principal on the substance/private side, are speaking on behalf of, but not as, your strawman/Defendant. Ideally you have filed before ever going to court your Court Bond and Notice of Acceptance, Standing, and Status; Request for Remedy, wherein you have attached your accepted-and-returned-for-value documents and your standing/status documents that define and clarify your standing as living principal and authorized representative for your juristic person, *ens legis*, strawman.

3. By proceeding in this manner, especially when supported by your notary-witnessed documents, you neutralize the presumption that you are attached to and united with your strawman.

4. You do not traverse or dishonor, thereby disarming and defusing the matter.

5. You end the controversy by your acceptance and return for value, filing the bond, and stating that you are not disputing the facts in the charging instruments. By not disputing the facts (on the private side) you remove the dispute at its origin and leave nothing to resolve in the public arena. By making your exemption available to discharge the charges you are in harmony with the law, leaving no violation to prosecute. Technically you could say, "As the living principal I do not dispute the facts on the private, substance side and my client pleads guilty to the charges on the public side."[23] The point is that if you end the controversy on both the private and public side there is no dispute for a court to hear and entertain. There is no one and nothing to prosecute. Then, if they wish to convict your strawman of something, let them find the strawman guilty on their own (leaving them exposed). They are welcome to put a piece of paper with the Defendant's all-caps name on it on the electric chair, throw the switch, and discharge the charges through the paper while you are out having dinner with your girlfriend.

22 An interesting property of their equity courts is revealed by remembering the maxim of law that "Anything inside a box is not there." Consequently, the following persons/players are not there: 1) the jury, which sits in the "jury box"; 2) the witness, who gives "testimony" in the "witness box"; and 3) the judge, who sits on a platform, which is also a box. Only the trustee (Defendant) and beneficiary (State) are there and relevant to the proceedings; all the rest are part of the Wizard's smoke-and-mirrors light show of diversion and misdirection.

23 The authors have never heard of this being done, so cannot vouch for the results that might accrue from doing so. Since this statement is accurate, explicit, and addresses both sides of the bar, it theoretically should be effective.

6. By not traversing into the game, and by not trying to defend yourself or your strawman against the charges, you do not enjoin the substantive, private, common-law side with the civil or criminal charges and thereby become the victim of sentencing as a result.

The intent of using the above approach is to truncate the time, effort, and dialogue involved in dealing with giving one's name in court. If you are this situation and it looks as if it is not getting the job done and getting you the closure you desire, you can at any time go to the Three Questions approach (discussed below).

Placing evidence in court

In the meantime, if you are in a court proceeding, although no one and nothing operating from the public side (i.e., all attorneys and government officials) can place actual evidence on the record, you, as the real being (especially with a notarial witness) can! People and documents you can subpoena for deposition and evidence in your favor include the following:

A. In both civil and criminal cases, subpoena persons for deposition and/or bringing in documents you require as evidence in the case. These parties can include the mayor of the municipality, as well as the risk management accountant of the municipality, with documentary proof that the insurance books on the case have been adjusted and a bona fide assessment has been made of the bond (the original complaint filed in the court). The voucher that must be issued (by/in the department of risk management of the municipality in which the court is located) is to monetize the complaint that created the funds by utilizing the derivative name (the all-caps name of the DEFENDANT), supported by municipal bonds.

Serving a subpoena *duces tecum*, hereinafter "SDT," whether or not you depose anyone for direct questions, is appropriate in both state and federal cases. Obtain several official, stamped subpoenas from the court in advance. In the section asking for documents subpoenaed, print, "See attached SCHEDULE OF DOCUMENTS SUBPOENAED, SET I." You can have the SDTs served by a process server, sheriff, or US Marshal, and serve the prosecuting attorneys, and perhaps also the mayor of the municipality in which the court is located, and the head of the department (or accounting department) of the municipality department of risk management. The documents you should subpoena and require them to provide you with are as follows:

(A) Civil.

1. Basis upon which prosecution concerning Case No. [Case #] Case No. [Case #]may continue after Authorized Representative has accepted and returned the charging instruments and Case for value and posted a bond secured by and through Authorized Representative's exemption (and therefore discharged the obligation and ended the controversy);

2. Certified copy of the assessment in fact on which the charges re Case No. [Case #] are based;

3. Certified, true copy of the order from the Secretary of the Treasury to collect the debt obligation of the Defendant re Case No. [Case #];

4. Certified audit trail of the voucher for monetizing the complaint/bond on the case.

(B) Criminal. All of the above items for civil, plus:

1. The detainer authorizing incarceration of [DEFENDANT] and the accompanying physical body of [Name] re Case No. [Case #].

Their failure to provide any of these items is a tort and grounds for habeas. As for the evidence you wish to establish on the record, first file what you want judicially noticed as evidence. This should include your Court Bond. As soon as your documents are filed, obtain at least two (2) certified copies from the clerk of the court. Keep one set in a safe place. Take the other set with you to place into evidence in open court. Once you serve the evidence on the court it cannot be denied. You give your documents to the bailiff, who serves the judge, and even if the judge throws everything back at you it does not matter. What you want to put into evidence has been served. The documents for you to file in the case and serve on the judge in open court should include the following:

1. The judge's oath of office that you received from the secretary of state (or whatever official source provided it to you);

2. Your Court Bond that bonds the case;

3. Proof that you have accepted the case and all charging instruments for value and returned them for value;

4. Your judgment in estoppel on the law (first certificate of non-response) that the notary served on the opposing parties;

5. Your judgment in estoppel on the facts/money (second notarial certificate of non-response).

Part IV—redemption in Court

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All the powers in the universe seem to favor the person who has confidence.

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H O M E