*THIS IS A PRIVATE COMMUNICATION BETWEEN THE PARTIES* **NOTICE TO PRINCIPAL IS NOTICE TO AGENT NOTICE TO AGENT IS NOTICE TO PRINCIPAL**

**5/10/2022**

# ***From:*** First-Middle: Family of Last, beneﬁciary, Trustor, and Secured-party

to the Social Security Cestui que Trust FIRST MIDDLE LAST Without Prejudice c/o 123 street Joes, Texas, state republic [65791] Non-domestic without the United States

***TO: THE TRUSTEES AND THEIR PRINCIPALS***

1. First: Family of Last (CEO) d/b/a Trustee of the Social Security Cestui Que Trust FIRST MIDDLE LAST and FIRST LAST CEO of Trust business entity titled “CORPORATION” 1000 N West St Floor 11, Wilmington, DE 19801-1050 Certified Mail Return Receipt: 70212720000216136190

### With Completion of Service and designation of Witnesses To:

1. Merrick-B: Family of Garland d/b/a Trustee of the Social Security Cestui que Trust FIRST MIDDLE LAST d/b/a MERRICK B. GARLAND United States Attorney General, U.S. Department of Justice, 950 Pennsylvania Avenue, NW, Washington DC, 20530-0001. Certiﬁed Mail Receipt: 3123131
2. Ken: Family of Paxton d/b/a Trustee of the Social Security Cestui que Trust

FIRST MIDDLE LAST d/b/a KEN PAXTON State of Texas Attorney General

Oﬃce of the Attorney General, 300 W. 15th Street, Austin, Texas 78701, Certified Return Receipt #: 70212720000216136091

**NOTICE OF CONDITIONAL ACCEPTANCE**

Greetings to you First: Last d/b/a FIRST LAST Trustee operating as CEO for

Trust entity CORPORATION NAME.

This correspondence is in reference to several governing bodies that as a Corporation, you are bound to act honestly and in good faith and charged with an equitable duty to deal with Trust property and to make the best decision for the beneﬁciary of the trust. You have received multiple negotiable instruments of payment from the beneﬁciary to pay the debt in full from the VESSEL account. You have failed to uphold your relationship as the trustee to the trust and have not acted in the best interest of the beneﬁciary which is considered fraud. You have refused to accept my Negotiable Instruments as payment, however, you have never returned any of the ﬁve negotiable instruments sent via certiﬁed mail (List them here, \*attached as an exhibit with dates clearly seen) and label them therefore that is acceptance of value per UCC 3-603. The payment has been made in full ﬁve times and you have refused to place a $0 balance on the ledger paid by the VESSEL. I will conditionally accept your oﬀer of

## refusal of payment if you can meet these terms and conditions.

**I serve this “Conditional Acceptance” upon the Trustee, their Principals,**

**and the living person First: Last.(CEO)**

**Be it known:** The “Conditional Acceptance” to your oﬀer establishes a Common Law - contract between us under the Postal rule, which states:

“The **postal rule** (also known as the mailbox rule or "deposited acceptance rule") is a term of common law contracts which determines the timing of acceptance of an offer when mail is contemplated as the medium of acceptance. The general principle is that a contract is formed when acceptance is actually communicated to the offeror. The mailbox rule is an exception to the general principle. The mailbox rule provides that the contract is formed when a properly prepaid and properly addressed letter of acceptance is posted. One rationale given for the rule is that the offeror nominates the post office as implied agent and thus receipt of the acceptance by the post office is regarded as that of the offeree. The main effect of the mailbox rule is that the risk of acceptance being delivered late or lost in the post is placed upon the offeror. If the offeror is reluctant to accept this risk, he can always require an actual receipt before being legally bound.``

## Facts and Events anent the incident and subsequent parties involved:

1. On Month day, 2022 and monthly since that time the beneﬁciary/living

Woman First-Middle: Last © Beneﬁciary has sent multiple negotiable instruments monthly to settle the full balance of the created debt and have never received a reply, which was required, never received any of the

instruments back which means that the account is satisﬁed in full per UCC 3-603.

1. That the U.S. Federal government and the several United States did totally and completely debase the organic Lawful Constitutional Coin of the several States of the Union of the United States.
2. That the Federal Government and the several United States have and continue to breach the express mandates of Article 1 Section 10 of the Federal Constitution regarding the minting and circulation of lawful coin.
3. That the lawful coin (i.e. organic medium of exchange) and the former ability to pay debts and make purchases has been replaced with ﬁat, paper currency, with the limited capacity to only discharge debts.
4. That Congress of the United States did legislate and provide the American People a remedy/means to discharge all debt and make purchases “dollar for dollar” via HJR-192 due to the declared Bankruptcy of the Corporate United States via the abolishment of the Constitutional Coin and Currency.
5. No Assured value, no liability, error, nor omissions accepted. All rights reserved and retained without recourse-non assumpsit.
6. There are no judicial courts in America and there has not been since 1789. Judges do not enforce statutes and codes. (FRC V. GE 281 US464 KELLER V. PE 261 US 428, 1 STAT. 138-178).
   1. On Month Day, Year, First: d/b/a FIRST LAST Trustee of business entity CORPORATION has refused five payments of negotiable instruments and has not returned any of the beneficiary’s instruments which by default is payment in full per UCC 3-603.
7. The Trustee has failed to perform their duties as Trustees of the Cestui Que Trust for FIRST MIDDLE LAST.
8. A certiﬁcate of live birth/ birth certificate (certiﬁcate of title) is a bond that evidences title held by the **Depository Trust Company (DTC)**. The issuer has legal title; you have equitable title up until you partner up to share
9. suitable title with the United States. SS-5 creates the FIRST MIDDLE LAST which is surety for the Vessel. The Vessel is the body and evidenced on the application by length, weight, and footprints. A body manifested into the sea of commerce. The beneﬁciary is supposed to be Me, Myself, and I, but the Depository Trust Company (DTCC) is at 55 Water Street New York City and operates both the public and the private side. Under Civil Rico Racketeering Laws **18 U.S.C.** 1964 as corporations may have established a pattern of racketeering activity. If proven there is a conspiracy to deprive of property without due process creates various constitutional injuries under **18 U.S.C.A. 241**. ***Knowledge and neglect to prevent a United States Constitutional wrong. 31 U.S.C.***

***5118 (d) 2 No one can ask for a payment in a speciﬁc coin. 31 U.S.C. 3123.*** There is no money, so no one can demand payment.

### “…Every taxpayer is a cestui que trust having a suﬃcient interest in preventing abuse of the trust to be recognized in the ﬁeld of this court’s prerogative jurisdiction as a relator in the proceeding to set a sovereign authority in motion by action…” In re Bolens 135 N.W. Rep. 164 (1912) Supreme Court Wisconsin

**Count 1 - Breach of Trust**

A trustee’s violation of either the trust’s terms or the trustee’s general ﬁduciary obligations; the violation of a duty that equity imposes on a trustee, whether the violation of a duty was willful, fraudulent, negligent, or inadvertent. A breach of trust subjects the trustee to removal and **creates personal liabilities**.

**Count-2 Denial of Payment through a Negotiable Instrument - UCC 3-104** Black’s Law Dictionary deﬁnes “**instrument”** as a written document, a formal or legal document in writing, such as a contract, deed, will, bond, or lease. A negotiable instrument or a security or any other writing which evidences a right to the payment of money and is not itself a security agreement or lease and is of a type which is in ordinary course of business transferred by delivery with any necessary endorsement or assignment.

## Certiﬁcate of Service and Interested Parties

However, your claim to prove negligence **is conditionally accepted by me as**

## the human and the human beneﬁciary, if it was/is intended to relate to me,

**with the following conditions:**

**Conditional Acceptance of Your Oﬀer Conditions:**

Within ﬁve calendar days **(5) calendar days** of the date of this Conditional Acceptance sent certiﬁed mail return receipt you deliver to me the following:

* 1. Produce substantial evidence that you provided lawful consideration to the transaction being that the current United States and the current 50 states are all insolvent as well as their citizenry; and all commercial banks, credit unions, and corporations, according to a 1992 Congressional Record of the 102nd Congress as given by Mr. Henry Gonzalez.
  2. Produce substantial evidence to the contrary that the national economic emergency of the Bankruptcy of the United States in 1933 is still ongoing. And that a national remedy for discharge and acquittance was already established pursuant to 12 USC 95 and 50 USC 4305 (b)(2).
  3. Please provide evidence to the contrary that the United States Congress did not declare **The Bible as the “Word of God” in 1982 and in 1983 declared**

**that year as the “Year of the Bible.”** They also encouraged the American people to study and apply the teaching therein.

* 1. Please provide evidence to the contrary that in KJV-**Deuteronomy Chapter**

**25:13-16** forbids, unscrupulous lending practices, and unequal weights and measures.

* 1. Please provide evidence to the contrary that according to the U.S. Department of the Treasury Resource Center, Federal Reserve notes are **not** redeemable in gold, silver, or any other commodity, and receive no backing by anything. This has been the case since 1933.
  2. Please provide evidence that as a corporation registered in North America and/or speciﬁcally in the State of Texas that you are not bound by the Texas Statutes and the Uniform Commercial Code.
  3. Please provide evidence that the Uniform Commercial Code (UCC) is **not** the comprehensive set of laws governing all commercial contracts in the United States.
  4. Please provide evidence of the corporation’s **“exemption status”** of Article 3 of the Uniform Commercial Code covering commercial paper such as draft, promissory notes, checks, money orders are not acceptable as a means to satisfy payments.
  5. Please provide evidence to the contrary that Negotiable Instruments are not used for purposes of payments of goods or services.
  6. Please provide evidence to the contrary that Negotiable Instruments are not used as a cash substitute.
  7. Please provide evidence to the contrary pursuant to TITLE 31 of the United Code MONEY AND FINANCE, that Negotiable Instruments is not a circulating note of the Federal Reserve Banks and National Banking Associations.
  8. Please provide evidence that HJR 192 of June 5, 1933 does not apply to the negotiable instrument which was presented and that Public Law 73-10 does not state that all debts both public and private are paid in full.
  9. Please provide evidence that there is gold and silver to make purchases according to Article 1, Section 10 of the U.S. Constitution **“all debts and**

## payments shall be payable in gold and silver coin”.

* 1. Provide Evidence that 18 USC 8 as well as HJR 192 Public Law 73-10 does not state that all debts and obligations public and private are obligations of the United States, in which they will cover dollar for dollar as stated in the above-mentioned public law.
  2. Provide evidence that your company is a debt collector according to 15 USC 1692 a (6).
  3. Provide evidence that your company has not created an account for the Organization per 15 USC 1602 (d) also known as a trust in which the Consumer is a Beneﬁciary to.
  4. Provide evidence that your corporation has authority or authorization by the Consumer or Organization to create the account or be in the use of the Organization’s Credit Card per 15 USC 1602 (L).
  5. Provide evidence that your corporation has provided a beneﬁt to the Organization or Consumer with the use of the Credit Card in which you never had the permission use in any nature showing the action of an Unauthorized Use under 15 USC 1602 (p),
  6. Provide evidence that the credit account your company has created as well as the statements of account provided to the Consumer are in violation of the treatment of credit balances under 15 USC 1666d, as well as being considered a billing error of the accounting nature under 15 USC 1666.
  7. Provide evidence that it is not a fact according to 15 USC 1692a (4) that your corporation can be a creditor to the transaction due to the transfer of the alleged debt.
  8. Provide evidence that your corporation did not violate 15 USC 1692 (d) & 1692 (e) with the threat to harm the Organization’s property, as well as giving the impression that accounts have been turned over to innocent purchasers for value.

If on the other hand you, the Trustees and your principals, cannot satisfy these conditions in the time allotted, allowing for a reasonable extension if requested in writing stating speciﬁc time needed and since your documentation witnesses amongst other facts addressed in this Conditional Acceptance of your oﬀer that you, the Trustees and your Principals, willfully, knowingly, and maliciously were seeking to commit fraud against me to deprive me of my rights and property both against me and the Social Security Cestui Que Trust FIRST MIDDLE LAST you hereby contracted to the following:

* + 1. For any injuries to me, the beneﬁciary, the Trustees and their principals are indebted to me for Value of Federal Violations ($) Dollars each in the money of money account of the United States of America, Constitution for the United States of America, Article 1, Section 10, and if the money of account is not available, I would “receive without prejudice” payment in lieu of the money of account of “Federal Reserve-Notes,” a “Bank Draft”, or the like. Furthermore, witnessed through this Conditional Acceptance if you willfully and knowingly injure me, I have the authority to create a Claim of Lien against each of you and ﬁle a ﬁnancing statement against you each supporting my lien as I deem necessary to protect me, my property and my rights if needed at any time. Additionally, in order to facilitate my rights under this Conditional Acceptance and Security-Agreement you agree that I have your Power of Authority/Attorney to ﬁle anything to bring about “payment” of this unlawful rejection and protect me, my property and my rights and that you have no right of action or recourse in any action at law, action in equity or Admiralty or any other law herein written or implied against me or my ﬁlings. Additionally, you agree that you grant your Power of Authority/Attorney to me, First-Middle: Last © so that I am able to collect the damages through a lien, UCC-1, UCC-3, Treasury - Forms 1040-V and 1040, 1099-A and 1099-OID. Additionally, you agree that every year an additional set of liens can be ﬁled with the Treasury if such injury to me persists on a yearly basis. It is understood that even though an IRS Form 1040 is for a Tax Class 2 and the 1099-A and 1099-OID are a Tax Class 5, I do not know of any other way to pay since there is no gold and silver coin, or

U.S. Dollars, to pay with other than to use these forms, so I use them

“without prejudice”.

* + 1. Please note any attempts to delay without just cause not approved by me will result in legal action and charges being ﬁled for the federal crime(s) of trust fraud

and all other violations of law that apply. Be advised that I First-Middle: family of

Last, beneﬁciary have not knowingly and willingly nor freely participated in these crimes having full knowledge of the egregious actions violating not only U.S. Federal Law(s) but also violating all the Laws of moral decency, honor, and integrity of basic human living sentient beings children of God.

* + 1. Please note that anyone other than the current or acting CEO that responds to this Conditional Acceptance is giving their power of attorney and permission to personally lien them as well through the U. S. Treasury per 18 USC 1701 (Obstruction of Mail), 18 USC 1702 (Obstruction of Correspondence), 18 USC 1703 (Delay or Destruction of Mail), and 18 USC 1708 (Theft of Receipt of Stolen Mail). These are also federal oﬀenses punishable by multiple years in prison per code.

## Avouchment

I, John-Henry: Doe, **do hereby avow** that based upon my ﬁrsthand knowledge and information relayed to me from research, this “Conditional Acceptance,” is true, accurate, and correct to the best of my knowledge, information, and belief and conveys the conditions set forth as intended by me.

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, beneficiary UCC 1-308, without recourse

First-Middle: Last ©, Beneﬁciary

For FIRST MIDDLE LAST, Trust

**Notary Republic**

State:

County:

Subscribed and sworn to before me this Day Month of , 2022: Common Era

My Commission expires:

Notary Public Signature:

Notary Public Written Name:

There are some **“Maxims of Law”** which state, **“Notice to principal is notice**

## to agent and notice to agent is notice to principal. “Ignorance is no

**respecter, it aﬀects all without regard to position or title”. “A man may not**

**with impunity infringe upon another man’s rights.**

**First-Middle: Last, beneficiary -Conditional Acceptance of your Offer of Refusal of tendered payment – Account # xxxx xxxx xxxx**