

An Article III Court Under Equity/Common Law Jurisdiction, a Court of Record pursuant to the Constitution for these united States of America (see Reynolds v Royal Mail Lines Inc. 147 F. supp. 223, affm'd 254 F.2nd 55, cert. Denied 358 US 818, 79 S. Ct. 28, 3 L. Ed. 2D 59).

In the Federal Court Of Claims

james-frederick: graveling

Case No: _____

Claimant

v.

Trial by Jury Demanded

The United States

Respondent (see also Parties Involved)

[after finished with this document, copy and paste it into a new file and title it:

“AnotherPetitionForRedressOfGrievancesAndNoticeOfAppealToHeavenForEnforcementIfThisCourtDoesNotRedressByEnforcingImpliedContracts3”

1. Comes now james-frederick: graveling, Affiant and Claimant, a non-combatant so the court is relieved of following the **Trading with the Enemy Act**; an American National; redeemed by and following¹ his Surety King Jesus; one of the people of one of the fifty republic state of the union, namely Alabama; waiving none of, reserving and claiming all his Creator endowed unalienable rights.

2. Claimant HEREBY: **1)** rebuts all presumptions against his favor; **2)** deals with all matters herein for himself and his wife lori-jane; graveling per coveture agreement and contracts with Respondents, being authorized representative of the legal fictions JAMES FREDERICK GRAVELING, and LORI JANE GRAVELING; **3)** invokes the **“saving to suitors”** clause; **4)** declares his right to choose what law he relies on -“The party who brings a suit is master to decide what law he will rely upon.” -**Reynolds v. Royal Mail Lines Inc., as supra** and **the law he relies on** (which were also all recognized by America's

¹ See **Appendix Part 5 (abbreviated ApPt 5)** and e.g. **Exhibit 36Y** how Claimant followed God's lead that came by many factors, all of which are grounds, motives, and defenses Claimant has right to flesh out to see justice done.

founders) is the Bible (God's Word pursuant to your Public Law 97-280); relevant ecclesiastical law (e.g. the Westminster Larger Catechism that Respondents formed implied contracts that state they and Claimant will be governed by in this matter); the Christian common law; the **four organic laws** (The Declaration of Independence, 1776; The Articles of Confederation of 1777; Northwest Ordinance of 1787; the Constitution for these united States of America, 1787); **5)** declares his right to choose what court he goes into, contracts between Claimant and Respondents stating Claimant may bring this matter to “any court”.

3. Claimant **reminds** the court: a) he is not a statutory citizen nor required to follow statutory rules; b) “Congress shall make no law...abridging the...right of the people...to petition the Government for a redress of grievances” forbids Government from abridging any part of this **VerifComp**; c) of the documents you received earlier: these provide support and explanation of the claims made herein Claimant tries a second time communicate this matter to this **court**.

4. Claimant agrees to pay all lawfully owed taxes. Respondents are making demands against Claimant to pay unlawfully. Your federal statutes require discharging every obligation incurred “dollar for dollar” pursuant to Statutes at Large 48, 48, 112. Claimant has made claim and Respondents have failed and/or otherwise refused to act according to the law and the obligations of implied contracts formed.

5. Claimant hereby: **1) complains** of: **a)** Respondent's wrongs done in violation of law and Claimant's rights by their unlawfully withholding² and converting refunds³ they in writing admitted and or agreed were owed him; and **b)** Respondent's unauthorized debt collecting actions on these refunds-converted-into-alleged-taxes or other alleged debts without any delegation of authority to do so and without any explanation as to why alleged taxes were owed by Claimant; **2) petitions this court redress**

Respondent's failure and or otherwise refusal to give Claimant the refunds and “just compensation” owed him for government's taking his private property of rights-protecting-Coin (Art. 1, Sec. 10 “gold and silver Coin”) and forcing him to use Federal Reserve Notes; Statutes at Large 48, 48, 112 guaranteed Claimant “dollar for dollar” discharge of every obligation incurred by Claimant; though Respondent's agreed both in their written communications to Claimant and in their implied contracts formed with

² **Breaking “You shall not steal”**, Westminster Larger Catechism Q&A 142: “*withholding from our neighbour what belongs to him*”, **26 USC § 7433** by refusing to process returns and issue refunds after multiple instances of stealing from him earlier (see **ApPt 17, Intro, Sixth**).

³ See **ApPt 17** Roger Sherman's A Caveat Against Injustice particularly § 9-11 for how government that forces subjects to take paper currency is required by justice to give refunds to said subjects for doing so.

Claimant that they owed him precisely stated amounts of refunds for such reasons, Respondents nevertheless failed and or otherwise refused to give Claimant said refunds and further violated laws and Claimant's rights by their unauthorized debt collecting acts against Claimant and his wife; **3) petitions for the enforcement of** the obligations of the implied contracts formed between himself and Respondents. Said obligations are proved and explained **herein and or in** Claimant's supports.

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JURISDICTION:

7. This court has jurisdiction pursuant to Art. 3 of the Constitution for these united State of America and Claimant has the rights to bring the jurisdiction under the court of his choosing pursuant to Reynolds v Royal Mail Lines, supra. Further, Claimant has right pursuant to **implied contracts** formed with Respondents to bring this matter to “any court” which according to Constitution Art. 1 Sect. 10’s “Obligations of Contracts” clause **thereby** has jurisdiction to enforce said implied contracts. As a directly intended beneficiary of the Declaration of Independence and Constitution,⁴ **[[[DJB SHOULD I INCLUDE THIS FOOTNOTE OR NOT?]]]** Claimant’s contracts require this court provide just⁵ ruling agreeable to **“ApPt 15.5: Constitutional Principles”**.

8. Claimant demands that all rules under contract law be followed pursuant to the laws and authorities Claimant relies on and pursuant to your Uniform Commercial Code.

9. Unrebutted affidavits are deemed “truth in law” and a “judgment in law” pursuant to maxims of law. Claimant has a judgment in law: therefore, where are Claimant’s refunds and other funds?

10. **[DJB: good thing to keep in my appendix; I think ok to brief mention here: just don’t write a book to explain it, keep it in simple terms]]]]]]] ApPts 20.5, 20.7, 21.5 (re **ARBITRAJE CASA DE CAMBIO V****

⁴ At Collation page 34 # 41 Respondents formed contracts to this effect so pursuant to implied contracts Claimant must be so treated.

⁵ As said law form defines it. God’s Ninth Commandment: “You shall not bear false witness...” -Exodus 20: 16; “You shall not... deal falsely, nor lie.”- Leviticus 19: 11. See God’s duty and other words to courts in Psalms 2, 82, and 110.

US - Casa) and 21.6 PREVENT 12b6 DISMISSAL AND ANY SUCH MISTREATMENT and

buttress contract terms, Casa being similar in contract formation

11. [okay to show similarity here though and equal treatment under the law: DJB condenses it down to:

Claimant cited *United States v. Kis* (658 F.2d 526, 536 (7th Cir. 1981); Cert. Denied, 50 U.S. L. W. 2169;

S. Ct. March 22, 1982) to Respondents in which the court ruled that Kis did not respond within 30 days

and therefore the court gave summary enforcement to the IRS. Likewise, the IRS failed and or

otherwise refused to respond timely to Claimant's affidavits which, pursuant to [authorities in Ap

Unrebut] maxims of law, and equal treatment under the law (e.g. "all men are created equal") require

Respondents be ordered to perform according to THEIR said implied contracts.

12. Respondents are **barred** from responding at all to this complaint other than to acquiesce to it

pursuant to: **1)** implied contract terms [cite them here and footnote where from and argue in Brief in

support or in appendix;]; Respondents knew from the start of this story⁶ and formed implied contracts

agreeing to this. Said contracts are ripe for immediate, irrevocable enforcement. If Respondents or their

counsel do other than acquiesce, they violate the "Obligations of Contracts" in violation of Constitution

Art. 1, Sec. 10 they swore or affirmed to uphold; **2)** Respondent's attorneys further are not a party to the

suit and so pursuant to *Trinsley v. Pagliaro* 229 F.Supp. 647 (1964) have no right to make statements or

arguments in writing or orally that the court could rely on for judgment; **3) doctrines of estoppel in**

pious, laches, estoppel by acquiescence, tacit admission et al also bar Respondents and their counsel

⁶ Cf. **Exhibits 15 and 15A:** "Notice is hereby given that failure or refusal to contest this AFFIDAVIT OF TRUTH & FACT within twenty (20) days on a point-for-point basis shall be construed as constructive silence and concealment of incriminating evidence and shall create the legal presumption or conclusion that the authorities stated by the IRS do not exist and that the IRS agent(s) has/have acted individually under color of law or under pretense of law and not as an agent for the IRS and that such agent(s) is/are involved in fraud or extortion. If the IRS should choose to authorize activities by such agent in conflict with statutory or delegated authority, it shall be constructive evidence that the IRS is involved in fraud and extortion. ¶ IMPORTANT NOTICE: Receipt of this AFFIDAVIT OF TRUTH & FACT requires a response as stipulated above, acquiescence will be your answer to all below statements if respondents fail or refuse to provide a written response in the form of a rebuttal Affidavit.

Acquiescence means "A person's tacit or passive acceptance; implied consent to an act." Review **Morris vs. NCR, 44 SW2d 433** which states: "An Affidavit if not contested in a timely manner is considered undisputed facts as a matter of law." Also, review **U.S. vs. Pruden, 424 F.2d 1021 (1970)** which states: "Silence can only be equated with fraud where there is a legal or moral duty to speak or where an inquiry left unanswered would be intentionally misleading... We cannot condone this shocking behavior by the IRS. Our revenue system is based on the good faith of the taxpayer and the taxpayers should be able to expect the same from the government in its enforcement and collection activities." **and** "Your failure to respond, as stipulated, is your agreement with and admission to the fact that everything in this letter is true, correct, legal, lawful, and is your **irrevocable agreement** attesting to this, **fully binding upon you, in any court in America, without your protest or objection or that of those who represent you.**" [emphasis added]

from objecting, protesting or responding.

13. [say this but condense it down] Claimant mailed affidavits to Respondents that were left un rebutted within the reasonable time frame of 30 days Claimant gave. Respondent's failure and or otherwise refusal to respond timely resulted in Respondent's acquiescing, agreeing and forming implied contracts with Claimant and placed them in a position of default pursuant to the authorities Claimant cited to Respondents [**do or do not include Ap Unrebut? Conemnsed that doc down? See at end too *****], such as US v Kis. Claimant is due summary judgment. [**djb should we avoid this language too???** how about saying at the start: by use of statutes, cases or words Claimant does not enter into another jurisdiction or leave his God of the Christian Bible unalienable and reserved rights or the common law or America's founder's supreme laws).

PARTIES INVOLVED:

- 1) Cl james-frederick: graveling, Private Man, as described above, sojourns in Alabama as an **American National** and is not a US (a corporation) citizen.
- 2) The US is a federal corporation per 28 USC 3002 (15) (A) and is located in the District Of Columbia -cf. UCC 9-307⁷ and 26 USC 7701 (A) (9) and (10). Pursuant to implied contracts [**footnote prove terms or in brief in support**] formed with Respondents, Claimant treats the US as standing for various Respondent parties (see footnote⁸). Given that implied contract terms require Respondents and their counsel to “immediately” acquiesce to Claimant's case on receipt of this complaint, it is unnecessary for

⁷ “(h) [Location of United States.] The United States is located in the District of Columbia.”

⁸ The second party (the US) also stands for the following Respondents: **3)** On p. 188 of the Federal Court of Claims Rules, the IRS is listed as a “U.S. Government Agency”; Claimant believes it is a corporation located in Puerto Rico and employed by the corporate US for accounting and gathering revenues for the corporate US. **4)** Maureen Green is an IRS employee who wronged Claimant. **5)** Mr. J. Russell George is an IRS employee and agent who wronged Claimant. **6)** William J. Wilkins is the IRS' Chief Counsel for the IRS, is located in the US, represented the named Respondents and wronged Claimant. **7)** Douglas Shulman was employed by the IRS and “was the U.S. Commissioner of Internal Revenue” from “March 24, 2008...until November 2012” (per https://en.wikipedia.org/wiki/Douglas_Shulman 1-20-2016), located in the US and was the Respondent Superior to the above Respondents during said term and wronged Claimant. **8)** John Koskinen was made “head” of the IRS “as Commissioner of Internal Revenue” and was sworn in to be the same “December 23, 2013” (https://en.wikipedia.org/wiki/John_Koskinen 1-20-2016), is located in the US and is also a Respondent Superior to the above Respondents and also wronged Claimant. **9)** Eric Holder, US Attorney General “2009 to 2015” (per https://en.wikipedia.org/wiki/Eric_Holder 1-20-2016) also wronged Claimant. **10)** Respondents additional from 10 to 100 are not yet known but are to be added though contract terms (such as at **Collation p. 99** state Claimant can as necessary come against each Respondent party (and any others) as well as all successors and assigns to the parties involved -personally, jointly and severally liable, individual and professional capacities as written in contracts).

Claimant to prosecute each Respondent listed in footnote below.

TABLE OF CITED AUTHORITIES

This list gives only those cases cited in this VerifComp.

1. 16 Am Jur 2nd, Sec 177 late 2d, Sec 256.
2. Arbitraje Casa de Cambio S.A. DE CV, et al v. US, No. 05-217C (Nov. 19, 2007) (FCOC case)
3. Bible, The Holy -various texts but the whole as well
4. Bill of Rights of the National Constitution 1789, in particular, the First, Fourth, Fifth, Sixth and Ninth and Tenth AMDTs, and pursuant to the oaths of each individual party involved to uphold the same
5. Coinage Act of 1792
6. Common law (the; see herein)
7. Connally v. General Construction Co., 269 U.S. 385,391 (1926).
8. Constitution of the united States of America 1789 -particularly Art 1, Sect 10; supremacy clause; Art. IV, Sect. 2; et al
9. Declaration of Independence
10. Doctrines of: ESTOPPEL BY ACQUIESCENCE; STARE DECISIS; TACIT PROCURATION
11. **Erie Railroad v Pennsylvania** **[DJB you said that this case overcomes US v Perry because what? Something about even if it were true that Perry v US says**
12. Federal Reserve Notes (various)
13. Federal Rules of Evidence (FRE) Rule 801
14. Federal Rules of Evidence Rule 201, 902 and references
15. GENERAL MOTORS CORP. v. ROMEIN, 503 U.S. 181 (1992)
16. Government by Judiciary: The Transformation of the Fourteenth Amendment by Raoul Berger
17. Haines v. Kerner 404, US 519 30
18. Hale v. Henkel, 201 U.S. 370 (1906)
19. Heidelberg Catechism
20. History Today (England's Lord Chief Mansfield and ordering the release of the slave)
21. Magna Charta

22. Marbury v. Madison, 5 U.S. (2 Cranch 137, 174, 176 (1803))
23. Miller v. US, 230 F 486, at 489. Cf. Sherer v. Cullen, 481 F 946.
24. Miranda v. Arizona, 384 US 436 p. 491
25. Morris vs. NCR, 44 SW2d 433
26. Northwest Ordinance Sec. 14, Arts. 1-2
27. Norton vs. Shelby County 118 US 425 p. 442
28. Reynolds v Royal Mail Lines Inc. 147 F. supp. 223, affm'd 254 F.2nd 55, cert. Denied 358 US 818, 79 S. Ct. 28, 3 L. Ed. 2D 59)
29. Statutes at Large, Judiciary Act of 1789 (Ch. 20, 1 Stat. 73) (“saving to suitors”)
30. Statutes at Large 48, 48, 112
31. Strom v. U.S., 583 F. Supp. 2D 1264, 1270 n. 3 (W.D. Wash. 2008).
32. The Fair Credit Reporting Act
33. Ten Commandments, especially “You shall not take the Name of the LORD your God in vain”, “Honor your father and mother”, “You shall not steal” “You shall not bear false witness against your neighbor”, and related: “do not defraud”, “let no man defraud you”, “do not oppress”, “do justice” et al
34. Thatcher v. Powell, 19 U.S. 119 (1821) (U.S. Supreme Court)
35. The Bill of Rights of 1789, particularly, the First, Fourth, Fifth, Sixth and Ninth AMDTs
36. Title 15, United States Code Annotated -“U.S.C.A”- § 1692 et seq, FDCPA
37. Title 26
38. Title 28, Part I, Chapter 21, Section 455 of the U.S. Code
39. Trinsey v. Pagliaro, D.C. Pa. 1964, 229 F. Supp. 647
40. Uniform Commercial Code (UCC) 3-501 to 507 et al
41. United States v. Kis _____
42. United States v. Perry _____ [DJB: FCOC cited this not me; still need to include IF I rebut their use of it? Should mention their unlawful use of a work of the court that contradicts God's and America's suprem laws: Cx, 1792]
43. United States v. Pruden, 424 F.2d 1021 (1970)
44. United States v. Tweel, 550 F.2d.297

45. *Welsh v. United States*, 398 U. S. 333, 361–362 (1970)

46. Westminster Larger Catechism -particularly Q & A's on the Eighth Commandment.

STATEMENT OF QUESTION(S):

1. Are Respondents bound by contract law (such as that found in but not only in the UCC)?
2. Are Respondents required to follow the statutes, both federal statutes and the Statutes at Large?

If they are bound by them, then they are bound to give Claimant the refunds and funds demanded and Claimant relies on the supreme law of the land (Art. 1 Sec.10) that this court will enforce the implied contracts formed between himself and Respondents.

3. God forbid, if this court would impair said obligations of contracts, then other questions that must be answered are listed in **ApPt 27**.

SOME RELEVANT FACTS IN THIS MATTER:

1) Claimant is untrained in law. Cl relies on your controlling case relating to pro se or somewhat similar litigants, namely *Haines v Kerner* 404, US 519 30 and like cases, requiring that Claimant be held to less stringent standards than an attorney. Claimant finds it exceedingly difficult to comprehend all the rules in bringing this action. Being severely oppressed by Respondents and so extremely pressed by limitations of time and resources to bring this, Claimant has brought this case only by great sacrifice in order to obey God's laws to seek restitution, compensation and damages in this matter, and did and does rely on the principles and guarantees of God's Word and America's supreme law⁹ to do so. **[see ApPt 29]**.

2) Claimant brings implied contracts whose obligations require enforcement pursuant to contract law as well as Constitution Art 1 Sec 10. This fact alone requires Claimant's contracts to be enforced by this court. FURTHER THOUGH, Claimant is a **beneficiary** of the contract between the federal government and the people of the republic states called the Constitution for these united States of America. Claimant

⁹ Claimant's God pursuant to Exodus 20, Isaiah 33: 22, Matthew 28: 16ff, et al is Supreme Lawgiver, King and Judge over all. His first commandment and its preface reveal Him as Judge over this matter as well and Claimant relies on and calls on this God to watch over and as necessary Judge this matter if this court denies Claimant justice. This accords with the teachings and examples given in Scripture (cf. Genesis 16: 5; I Samuel 24: 12ff; Psalm 2 with Acts 13 et al), the example of America's founders (cf. their Declaration of Independence's appeal "to the Supreme Judge of the world", so Claimant appeals to King Jesus as said "Supreme Judge" to vindicate the righteousness of his intentions in His way and time, Claimant also placing a "firm reliance on the protection of [His] Divine Providence" "for the support of" his cause and for a favorable ruling in this case.

rebut the court's statement in **Exhibit** ___ that Claimant is no party to the Constitution. Pursuant to the Declaration of Independence, the Constitution's purpose is to secure the people's rights of whom Claimant is one. As a beneficiary to said Constitution, Claimant is a party to the contract, being inherently spoken of and for as one of "the people" in the Ninth and Tenth Amendments and other parts of America's organic law. While the claimant did not sign the Constitution he was a third party beneficiary to that contract. Any **depriving Claimant of this contract's guaranteed rights (in other words depriving Claimant of his Constitutionally guaranteed rights) are warned by God's word of His wrath He will pour out for it (see Ezekiel 16: ___).**

3) The federal government violated the Constitution for these united States of America Art. 1 Sec. 10 by **unlawful process and unconstitutional executive orders and statutes removing the people's right and use to gold (and later silver), causing the people to lose their ability to pay a debt, forcing them instead to discharge debt. The unconstitutional taking of the people's private property in said lawful money and forcing the people to take currency possessing no intrinsic worth left Congress with the duty to provide a remedy and give "just compensation" as required by the Fifth Amendment and the Constitution's money-clause-author Roger Sherman in his A Caveat Against Injustice which stated if government ever took the people's precious metal currency and forced used of instrinsically worthless currency (which he wrote plunders people's private property/estates), that government must "make Good" said taking and forcing by giving "full Value" "Refunds". This required remedy for said taking and forcing is codified at Statutes at Large 48, 48, 112 of which Respondents have failed and or otherwise refused to honor.**

[possibly put a little more of section 6789 that used to be here back into here?

4) Respondents in the implied contracts they formed with Claimant agreed to Claimant's written statements (and their grounds), among which was Claimant's assertion that unless Respondents gave Claimant **said refunds, Claimant had no other remedy. [[[could say: this is proved in Brief in support and put there: ;just connect it like see section 567 and maybe 6789]: Claimant wrote Respondents this assertion and Rs acknowledged the same as proved by ApPt 89, Collation pp. 49-52; 68; 86-91 et al and ApUnrebut.]**

5) Claimant filed documents with the IRS proving his obligations incurred that pursuant to Statutes at Large 48, 48, 112 were to be compensated "dollar for dollar" in Federal Reserve Notes as refunds for the

four years 2005, 2006, 2007 and 2008 in the amounts Claimant's papers indicated.

6) Respondents gave written acknowledgment to the reality, accuracy and amounts of Claimant's refunds for said years¹⁰.

7) Yet Respondents, acting under the US' alleged authority, violated: God's laws (such as "You shall not steal" and "You shall not lie"); said Constitution's provisions and Respondent's oaths/affirmations to uphold it; Claimant's rights; the Fifth Amendment's "just compensation" clause; the father's intent in the Constitution related to money (as proved by publications like Roger Sherman's A Caveat Against Injustice and others- see Brief in Support at _____); the discharge guaranteed (or if any argue there was no such guarantee, what should have been guaranteed pursuant to Brief in Support 89777- sherman et al]]]] by Statutes at Large 48, 48, 112 by refusing or failing to give Claimant the "dollar for dollar" compensatory "Refunds" guaranteed for "Every obligation" Claimant incurred.

8) Claimant has a Constitutionally guaranteed right to demand Refunds as "just compensation" for the federal government's taking his private property of said coin and for their forcing Claimant to use and circulate a currency that is not intrinsically valuable.

9) Respondents by acknowledging the dollar amounts Claimant's papers presented agreed to and confirmed that Claimant was owed said refunds, the amounts of said refunds, as well as the grounds in law for said refunds. Respondent's written admission to said Refunds being owed Claimant gave Claimant further contract-based right, grounds and title to said refunds. Yet Respondents wrote they "changed" Claimant's accounts without any Constitutionally delegated authority and thus in violation of: 1) God's laws to: a) honor authority (cf. Romans 13 and I Peter 2: 13-14 that require Respondents to obey God's laws and America's supreme law), b) "not steal, nor deal falsely, nor lie to one another" (Leviticus 19: 11) and in violation of 2) their oaths/promises to uphold America's supreme law.

Respondents in writing admitted owing Claimant refunds, yet wrote they "changed" the refunds into alleged taxes they alleged Claimant owed for said four years. Thereby Respondents engaged in acts of conversion and theft for said four years and performed unauthorized imposition of penalties and interest in violation of your 26 USC 74233, 31 USC 3124 and 12 USC 411; Respondents thereby also attempted to

¹⁰ For instance, the IRS' June 1, 2009 letter admitted a "CR" amount of \$120,001.00 was owed Claimant for 2008. Given a "CR" or refund in that amount was owed Claimant for 2008, then because identical premises and processes were used for 2005, 2006 and 2007, logic requires that CR's were as well owed for years 2005, 2006 and 2007 in their respective stated amounts. Respondent's other letters as well as implied contracts formed with Claimant support and require this conclusion.

tax Federal Reserve Notes which are obligations of the US. Said change was entirely unauthorized.

Claimant demanded per authorities¹¹ of laws, statutes, rules and regulations Respondents were bound under that Respondents prove their just, true and delegated authority for said conversion. Respondents failed and or refused to so do. Respondent's acts or lack of acts caused Claimant to recognize Respondent's were not acting with integrity, good faith or clean hands. Evidence exists¹² to prove

Claimant wrote Respondents he relied on the superior/supreme laws of God and America's supreme law and authorities rather than Respondent's self-contradictory and dubious words.

10) Respondents failed and or otherwise refused to provide a delegation of authority to: 1) deny said refunds; 2) impose alleged taxes and penalties by which they effectively converted said four years refunds into alleged debts of taxes and or of penalties owed) when said alleged taxes were neither voluntarily assessed nor given any lawful authority for imposing any such tax and when said alleged penalties were given any lawful authority for being imposed. **Strom v. U.S.**, 583 F. Supp. 2D 1264, 1270 n. 3 (W.D. Wash. 2008) requires that this court *“must make a de novo determination of plaintiffs' right to a refund: the impressions and conclusions of the IRS during the administrative process are not relevant to the accurate assessment of taxes...”*.

11) Respondents have violated your 26 USC 7433 by engaging in multiplied reckless and intentional unauthorized debt collecting acts, violating God's and America's supreme laws laws and Claimant's rights as proved in supports, placing false liens and levies against him, harassing, abusing and threatening fines and prison. Claimant consistently rebutted Respondent's lies and offers/counteroffers and reiterated laws and contract terms formed earlier in favor of Claimant. [maybe a footnotehere?

GGGGHHHH?? :]]]

¹¹Citing laws Respondents must follow (e.g. God's [PL 7-280???) , common law, Fair Debt Collection Practices Act, and regulations in supports) Claimant demanded Respondents prove authorization by citing relevant laws for said “change” with verified signature under pains of perjury as required by law (e.g. Federal Rules of Evidence Rule 602; for Rule 602 see ApPt 34 and others in Collation). Respondents refused and or failed to provide said verified assessment. Claimant cited requirements of said CONstitution, laws, statutes, and contracts formed to Respondents yet Respondents persisted in violating Claimant, his rights, and his law form as **correspondence record** proves. Claimant's demands for Respondent's to produce authorization to 1) deny his refunds; 2) convert his refunds; 3) impose alleged taxes; and 4) perform unauthorized debt collecting against Claimant were **ignored** (despite the law- see ApPt 33.5) **and or given obfuscating answers** so said laws and your statutes Claimant cited as well as Claimant's rights were violated.

¹² Such as Claimant's letter to IRS officer Tim Christian letter for which see **Exhibit _____**; also quoted in the **AboutMyBeingAnAmericanAndCitizenshipStatusForStateOfAlabama** too here; see it for other purposes **too!! :]]]]**

12) Claimant exhausted all known administrative remedies with IRS' Chief Counsel and others after making diligent attempts with other Respondents. **Exhibit ___** shows Claimant received written correspondence from Respondents in effect stating that if Claimant believed he was owed refunds he needed to resort to court action to obtain them. **Claimant so resorts.**

[[[djb thinks to avoid the language of counts to avoid the idea of it

being idd as a complaint; [[[change and take out like wwherefore, damage, etc so it does not sound like a complaint so take out the next four wrords; also take out the language of

“judgment”;]]]]]]] Claimant has been damaged. **instead notice the following facts:**

else making a formal complaint; thus on the common law and

suprem law;

Therefore, for Respondent's intentional and reckless violations of law, your own statutes and Claimant's rights, Claimant brings against Respondents NOTICE OF THE FOLLOWING WRONGS THAT GRIEVED THE CLAIMANT:

1) [[djb double check ok?]] Respondents have **a moral, legal and fiduciary duty to acknowledge and uphold America's supreme law as written. As Claimant's support ___ shows, America's founder's and early Congress' clear and written purpose in requiring the particular features of “Coin” and “Money” that they did in their Constitution and 1792 Coinage Act was to secure and guard Claimant's entire cluster of rights. Further, Claimant's supports (particularly **Exhibit __** of Roger Sherman's A Caveat Against Injustice) show that:** 1) if government ever removed gold Coin and forced use of paper currency, then because: a) Claimant's ability to pay his debts in Constitutional money would be removed, and b) Claimant's estate and private property (also in said guaranteed Coin) would be plundered, and c) his estate plundered in an ongoing way by his being forced to use paper currency, the government would then be required by God's law and America's supreme law (also the Fifth Amendment's “just compensation” clause) to “make Good” said taking and said forcing by giving “Refunds” in “full Value” to Claimant as a remedy. Therefore when in 1933 Congress took gold Coin and forced use of paper

Federal Reserve Notes as currency, Congress was required to establish a remedy to refund this plundering. Therefore Congress' Statutes at Large 48, 48, 112 guaranteed "dollar for dollar" discharge (as a "full Value") for "Every obligation incurred" by Claimant in order to "make Good" and give "just compensation" for said taking and said forcing. **[[ok DJB?:?]] (If any argue Congress did not in Statutes at Large 48, 48, 112 guarantee for said compensatoin", it should have pursuant to God's, the common and America's supreme laws as 1) proved by historical documentation in supports and 2) Respondents already acknowledged that government was so required to give said compensation for said taking and said forcing].** Claimant processed for this remedy. Yet Respondents failed and or otherwise refused to execute said remedy upon the demand of the Claimant and thereby injured Claimant.

2) [djb couble check]]]]]]] Respondents represented that Claimant owed taxes for said four years but failed or refused to explain how said alleged taxes were authorized to be owed. Due to Respondent's stone-walling, Claimant was forced to treat Respondent's representation as their determined course (and in effect to rely upon their doing wrong until they would alter their course to agree with law and the refunds they earlier gave written acknowledgment to). Respondents for years thus refused/failed to give authorization for their actions and yet further refused/failed to alter their course to agree with law and their own earlier written acknowledgment of Claimant's refunds. Respondents thereby injured Claimant by forcing him to endure the entirely unauthorized but continuous need to counter Respondent's unauthorized representations and unauthorized debt collecting acts in order not to surrender to Respondent's unjust conversion of his refunds and the violation of his rights.

3) Respondents engaged in multiplied acts of reckless, intentional unauthorized collection of alleged taxes in violation of God's laws (e.g. Leviticus 19: 11 supra et al), America's supreme laws and your 26 USC 7433 by debt collecting letters, placing false liens or notices of liens and levies, garnishment, issuing threats against the Claimant and further harassing the Claimant without any lawful justification for said alleged taxes and collecting. Respondents thereby wronged Claimant.

4) Congress made provision for remedy for the payments of debts after their removal of gold Coin to give just compensation to the Claimant as is provided in Statutes at Large 48, 48, 112. Claimant relied upon principles of God's law (cf. I Chronicles 21: 18-27), America's supreme law and Statutes at Large 48, 48,112 and this remedy guaranteed him and made claim for the same. Respondents failed and or

otherwise refused to give the Claimant said remedy, thereby injuring and wronging Claimant.

5) God's law (at Exodus 21: 16, Deuteronomy 24: 7, et al), said Declaration of Independence (“rights...to liberty”), the Constitution (Amendment 13) prohibits involuntary slavery. Congress by said (above) taking and said forcing brought the Claimant into a condition of involuntary debt slavery. Congress' Statutes at Large 48, 48, 112 was to remedy this, effectively proclaiming release or liberty from said involuntary slavery by said compensatory refunds. Respondents, by their writing first acknowledged the refunds owed to the Claimant was the effective equivalent of acknowledging their duty to proclaim liberty or a setting free of the Claimant from said involuntary slavery. But the Respondents like the princes of Judah (Jeremiah 34) acted treacherously and wrote indicating they had changed their minds as proved by their writing Claimant they had “changed” his account such that they had converted the refunds they in writing acknowledged were owed the Claimant into alleged tax debts and imposed these alleged taxes against the Claimant (along with alleged penalties and interest) without constitutional delegation of authority. Respondent's thereby acknowledged they had a duty to release the Claimant from said involuntary slavery yet returned the Claimant right to involuntary slavery. Respondents like Judah's princes thereby greatly injured Claimant. [follow up on this below with Jeremiah 34's sentence of death??? also intro somewhere Pelatiah's quote: therefore this court must rule in Cl's favor or the general equity of God's law and America's supreme law (Constitution and 1792 Coinage Act Sec 19) require Respondents “suffer death”. If government parties refuse to uphold and enforce the law, Claimant will perform his duty and exercise his right to petition Jesus Christ enforce said laws against Respondents.

6) Respondents took an oath of office to uphold America's supreme law which provides for the protection of the people and their rights in the republic states of the union, wholly and completely. Respondents have violated said oath of office by violating the Claimant's rights as said. Respondents thereby injured the Claimant.

7) Respondents have proved covenant breakers by breaching the contracts between the Claimant and the federal government, among them, said Constitution and said implied contracts. Respondents thereby greatly injured Claimant.

8) Respondents by their letters represented that they were required by American law and Statutes at

Large 48, 48, 112 to give “dollar for dollar” refunds of the debt obligations incurred by the Claimant. Respondents thereby confirmed the truth of Claimant's refund claims and the basis for them. Claimant relied on America's supreme law, said statute and Respondent's representations that he was owed by them said “dollar for dollar” refunds. Claimant relied on Respondent's representations and was injured as a result of Respondent's acknowledging the truth but refusing to follow it. **[[[[DJB had earlier**

suggested: *Respondents represented that they were rightly were required to give “dollar for dollar” refunds for debt obligations incurred by the Claimant. Respondents knew or reasonably should have known that their representations were false. [[when they promised in sAL 48 they didn't even mean it; that's called fraud: intended to make us slaves:]] CI relied upon said representation to his detriment and has been damaged. Wherefore [wherefore CI demands judgment against the Rs and in favor of the CI in the amount of \$ _____; BUT AS HE SAID WE MUST BE PRECISE AS TO WHO DOES WAHT: so I changed it as I did; still okay with that DJB?:]]]]]]*

9) Respondent's acknowledged to the Claimant their duty to discharge “dollar for dollar” the debt obligations of the Claimant. Then, Respondent's placed an alleged tax and or penalties on the Claimant in order to deny and convert said refunds to their own use to their (or someone else's) unjust enrichment by means of the plundering of the Claimant's estate and the refunds owed him. Thereby Respondents injured the Claimant.

10) Respondents abused the Internal Revenue Code and other authorities such as court cases by knowingly and falsely citing them against the Claimant when Respondents knew (or should have known) their assertions denying Claimant's refunds, alleging authority to “change”/convert his refunds and alleging Claimant owed taxes, penalties and interest were FALSE. Both by Respondent's letters (which indicated Respondents agreed the Claimant was owed “dollar for dollar” refunds as his paperwork reported), and by Respondent's silence to the Claimant's assertions made his sworn affidavits (which thereby - after the timeframe stated– resulted in formation of implied contracts between the parties so Respondents thereby agreed to Claimant's sworn assertions) Respondents knew or should have known: 1) they had no lawful authority to convert Claimant's credits into allegedly owed taxes and or to erase/cancel refunds of 2005,2006 and 2007 and assess unauthorized penalties; 2) their said assertions violated: a) God's law's prohibitions against lying, theft and fraud; b) America's supreme laws; c) Statutes at Large 48, 48 112¹³; d) their oaths; e) their moral and fiduciary duties; f) related laws, statutes, rules or regulations; g) the various implied contracts they formed. Respondents thereby used these

¹³ Collation page 95 contains Rs agreement and acknowledgment to their having violated Statutes at Large 48,48, 112. [do this or not?]

falsehoods to deny, convert and steal refunds due the Claimant and as well as engaged in seven years of unauthorized debt collecting injuries against Claimant and his family (in order to get Claimant to surrender his refunds and concede to the violation of his rights). By these actions Respondents extremely injured the Claimant, his household, life, ministry, relationships, business and reputation.

11) Respondents are under duty to obey the law. Respondents have under color of law taken the refunds of the Claimant in violation of your 26 USC 7214 making them guilty of malfeasance of office¹⁴, negligence¹⁵ and unlawful use of authority¹⁶, thereby injuring and wronging the Claimant.

12) Respondents are under a duty to follow said authorities of law and statutes. Respondents instead violated said authorities and their very own statutes, in particular 44 USC 1505, 5 USC 44 and 5 USC 552A requiring that any laws that are to be valid against the Claimant must be published in the Federal Registry. Respondents have taken statutes that have not been recorded in the Federal Registry (with an enacting clause) and applied them to the Claimant both unlawfully and unconstitutionally thereby injuring the Claimant.

13) Respondents have taken statutes that have been repealed and have attempted to use them as if they were law or applicable statute against the Claimant. For instance, the Congressional Record will show that Title 26 was passed into law in 1939 and almost immediately repealed, and that further the same Title has not then been enacted into positive law. [[[we can rebut them if they say otherwise]]] Statutes are not law, only prima facia evidence of law. Any law that is applicable to the Claimant must be published in the Federal Registry WITH an enacting clause. Such has never been done to Title 26 with an enacting clause (see your 44 USC 1505, 5 USC 552a).

14) Respondents alleged and represented that the Claimant owed federal taxes under Title 26 which has never been passed into positive law. Said representation is an attempted theft by deception and or conversion against the Claimant's property in violation of God's 8th and 9th commandments: "You shall not steal" and "You shall not lie" as well as the Fifth Amendment and other supreme law. Respondents knew or reasonably should have known that their statutes did not apply to the Claimant. Even if Title 26 had been properly enacted, it would not apply to Claimant. (Claimant relies upon ecclesiastical law).

¹⁴ See ApPt 56.

¹⁵ See ApPt 57.

¹⁶ See ApPt 58.

Thereby Respondents injured the Claimant.

15) Respondents knew or reasonably should have known that Claimant's claim for refunds were valid. Respondents denial of said claims, conversion and or cancellation of the same and unauthorized imposition of alleged taxes and penalties as well as unauthorized, reckless and intentional debt collecting on the same makes them guilty of wantonness and prolonged, severe oppression against the Claimant and his refund claims. Respondents thereby injured the Claimant and his family.

16) Respondents knew or reasonably should have known that the Claimant's four year's refund claims were valid pursuant to their very own Statutes and Statutes at Large. The denial and conversion of said claim as well as the prolonged unauthorized debt collecting caused extreme emotional distress and mental anguish to both the Claimant and his family. Respondents thereby injured Claimant and his family.

17) Evidence exists¹⁷ to prove that by Respondent's failure and or refusal¹⁸ to obey said laws, statutes, public policy and contracts **for the year 2005**, Respondents thereby violated said laws, contracts, statutes and public policy against the Claimant and thereby violated Claimant's Constitutionally guaranteed rights, thereby injuring the Claimant.

18) Evidence exists to prove that by Respondent's failure and or refusal to obey said laws, statutes, public policy and contracts **for the year 2006**, Respondents thereby violated said laws, contracts, statutes and public policy against the Claimant and thereby violated said Claimant's Constitutionally guaranteed rights, thereby injuring the Claimant.

19) Evidence exists to prove that by Respondent's failure and or refusal to obey said laws, statutes, public policy and contracts **for the year 2007**, Respondents thereby violated said laws, contracts, statutes and public policy against the Claimant and thereby violated said Claimant's Constitutionally guaranteed rights, thereby injuring the Claimant.

20) Evidence exists to prove that by Respondent's failure and or refusal to obey said laws, statutes, public policy and contracts **for the year 2008**, Respondents thereby violated said laws, contracts, statutes and public policy against the Claimant and thereby violated said Claimant's Constitutionally

¹⁷ Such as supports and ApPts 0, .5, 20.5, 20.7, 22, 24.1, VerifDecl yellow marked #'s 1-18 and Collation e.g. pp 44-52 # 58 et al,

¹⁸ Claimant **thinks** Respondents are required to return to the source funds generated through said legal fiction via OID process. This applies as well to all said years, not only 2005.

guaranteed rights, thereby injuring the Claimant.

21) [maybe take this off? Though some say the FDCPA is the IRS' achilles heel; relying on saul's armor?] **Evidence exists¹⁹ to prove** that Respondents violated the Fair Debt Collection Practices Act -**hereinafter FDCPA (Title 15), the FRCA²⁰** and the Privacy Act of 1983 by their actions and lack of required actions²¹ thereby harming Claimant (a private man).

22) [DJB: I believe will just take this out because I have enough in already; this can complicate it; keep it simple; God promised me favor; READY TO BE USED POTENTIAL COUNT 32: A) R's are guilty of **many other CIVIL and CRIMINAL wrongs²². If the court fails speedily to resolve this matter in Cl's favor, or if Rs breach contract to acquiesce in this matter or accuse Cl, additional proofs of civil and criminal violations of additional parties can be brought so that this** count is "balloonable"/can expand to list R's other wrongs. Rs violated Alabama Cx (see **ApPt 71**), the US Code (USC), the Uniform Commercial Code (UCC), IRS Restructuring and Reform Act of 1998 (RRA 1998/26USC 1203), the FDCPA and evidence exists Rs were complicit and co-conspirators in violations. R's **CRIMINAL acts** are shown by supports, VerifDecl #s 7-18, Collation- e.g. pp 4-5, 20-21, Cl's negative averments being left unanswered (so they became admissions), **Exhibit 4 # 48, 15, footnote # 93** (capital felony treason), 8 U.S. Code § 242 Deprivation of rights under color of law -**ApPt 91**; 18 USC 152 "Concealment of assets; false oaths and claims; bribery"; UCC RRA 1998, 8 USC § 241 Conspiracy against rights²³, RICO/18 USC 225, per Collation pp 67-68 "various frauds" so 18 USC § 1001 "Statements" that "falsifies...a material fact...[or] makes any materially false... fraudulent... representation" or for making "any false writing" violators are liable to fines and or 5 years prison; forgery, counterfeiting (see **ApPt 90**); 18 U.S. Code § 241 Conspiracy against rights (see **ApPt 92**); 18 U.S. Code § 2073 - False entries and reports of moneys or securities (see **ApPt 93**) 26 U.S. Code § 7214 -see Collation e.g. pp 5 # 1 & 2; 14 # 6; 20 # 7 and **ApPt 98**; Cl expects R's FDCPA violations also involve violation of Szafranski v. US (submitting documents violating 18 USC § 513(a) **counterfeit securities²⁴** so **Rs are further liable to dismissal from office, discharge from their jobs, fines up to \$10,000 each R and (what seems to Cl to be for) wanton disregard of laws and contracts, prison up to 5 years; (Cl may receive award out of fine so imposed 1/2 of fine to Cl as informer); Cl believes IRS' case against Szafranski was dismissed when Szafranski showed IRS documents were "counterfeit securities"²⁵; 18 USC 1622 **Subornation of perjury²⁶** (where Rs left footnote 25 of Cl's affidavit quoted there rebutted, Rs thereby agreeing). **Cl may seek a) the arrest and imprisonment of any or all Rs and those refusing to uphold the Cx by enforcing contracts and any who further come against him to deprive him of or for exercising rights analogous to 42 USC § 1983²⁷), b)** additional liability damages on the "per occurrence" basis set forth in **ApPtK**); and **c)** imposition of sanctions listed in **ApPtL** and Collation pp 66-67²⁸ as well as others²⁹. **Public servants are of course always required to prosecute criminals as soon as practic-ably possible. NOTE:** per contracts relating to 26 USC 7433 (see **ApPtK**) every additional unauthorized debt collecting act against Cl results in another \$1,000,000.00 Rs/US gov will owe Cl as well as other torts punishable by sanctions agreeable to Cl's law form. **Cl was greatly damaged. B) Currently, Cl seeks only damages for civil charges, but if Rs, their heirs, assigns or any in relation to this matter ever give Cl or those in relationship with him trouble in relation to these matters, he, his heirs, assigns or any others in said relation reserve the right to bring civil and criminal charges or other remedies against Rs, their heirs, successors and others related to this matter.** If this court rules **summarily, immediately and irrevocably** in Cl's favor, **AsInCount1.**³⁰**

Therefore, due to Respondent's intentional and reckless violations of law, your own statutes and

Claimant's rights, **Claimant petitions this court for redress of said wrongs and grievances Respondents**

¹⁹ Such as Collation e.g. pp 10 # 1; 19 # 27/1; 21 # 22; 38 # 48;; 39 top; 53 bottom among others, supports and correspondence record.

²⁰ As Collation e.g. pages 38 # 48; 69 middle; 94 middle; 95 middle et al and supports show, Respondnets violated the Fair Credit Reporting Act -hereinafter FRCA- by their actions and lack of required actions (as also confirmed by VerifDecl #s 7-18) thereby damaging Claimant's credit report and reputation. Claimant was damaged.

²¹ As also confirmed by VerifDecl #s 7-18.

²² As proved by Collation pp. 19-21 (Exhibit 33A shows Claimant warned of these in his 06-16-09 letter) et al VerifDecl #s 7-18 and supports

²³ See **ApPt 74**.

²⁴ See **ApPt 76:** Sec. 472. Uttering... Sec. 473. Dealing in...

²⁵ See US & Bechtold v. **Szafranski** and know Claimant already filed a complaint with TIGTA.

²⁶ See **ApPt 77**.

²⁷ See **ApPt 37**.

²⁸ See **ApPt 75**.

²⁹ E.g. those in Exhibit 33A: potentially 18 U.S. Code § 880 - Receiving proceeds of extortion; 18 USC 873 Blackmail; 18 USC 876 Mailing threatening communications; 18 USC 1018 Fraud; 18 USC 1341 Frauds & swindles; 18 USC 1513 Retaliating against a witness, victim, or informant; 18 USC 1957 Engaging in monetary transactions in property from specified unlawful activity; 16 CFR 601.106(f)(1) Taking property not based on law et al.

³⁰ Of course, closure of this matter does not mean Respondents need not repent to God. Claimant urges Respondents, this court, bankers, and Congress, the Executive branch and America: read **CxRequires # 101** on and Isaiah 53-55 (written 700 years before Jesus) to learn how to be forgiven by looking with repentance and faith to Jesus alone (and not their own works).

have done against the Claimant by the court's ruling in Claimant's favor as stated in his
“**CONCLUSION AND REMEDIES ...**” below and in the **dollar**³¹ amounts stated in Verified
Statement Of Liquidated DamagesB (abbreviated VSOLiquid or ApPtM).

A CLEAR STATEMENT OF THE MATTER

Refunds are due Claimant as shown by: 1) laws, facts and evidences in Claimant's documents; 2) contracts between Claimant and Respondents as shown under JURISDICTION, **Ap** (as indicated) and supports. As **Appendix Constitution** Requires proves, the fathers required “gold and silver Coin” in the Constitution and 1792 Coinage Act to protect the people's cluster of **rights**.³² The Fifth Amendment guaranteed Claimant “just compensation” for government's taking his private property of “gold and silver Coin” for public use. In Statutes at Large 48, 48, 112, government required surrender of Claimant's said private property, so **the just compensation clause required government give Claimant just compensation** (what Sherman calls “Refunds” for bills of credit – which today are Federal Reserve Notes) in “**dollar for dollar**” (**FRN dollars per ApPtK footnote 4**) **discharge of obligations Claimant incurs**. Claimant proved the obligations and said four years refund amounts owed. Claimant's sworn declarations, corroboratory TurboTax calculations, Respondent's papers (wherein they admitted they owed Claimant said refunds), and sworn testimony of others **all prove clearly and indisputably** that Claimant is owed said refunds. **But Respondents greatly wronged Claimant**: Respondents “changed” said refunds into alleged tax debts and proceeded to recklessly, intentionally debt collect without authorization in disregard of God's law, America's supreme laws, Title 26, 15 USC 1692, 26 USC 7433, et al and Claimant's rights. As **ApPt 0 et al** proves, Claimant's “gold and silver Coin” was plundered in violation of God's and America's supreme laws and he was forced to use “bills of credit”/paper currency. Respondents also breached their Statutes at Large 48, 48, 112 “dollar for dollar” compensation guarantee/contract. Claimant's historical documentation (e.g. **ApPt 24.1** et al) proves Respondents converted (a form of stealing) Claimant's refunds, extorted and exacted, and thereby grossly violated Claimant's rights and liberty. Pursuant to authorities e.g. US v. Kis and others (for which see **Ap Unrebut**) Claimant wrote Respondents that their leaving his affidavits unrebutted would result in

³¹ See **ApPt 39** which documents how the founders warned of government defrauding people of their private property/estates by changing the meaning of “dollar” as the government later did.

³²Such as liberty, private property, justice, pursuit of happiness, tranquility, life et al.

formation of contracts to Claimant's sworn written assertions. Respondents so formed contracts, yet breached all said contracts. **Contract terms** guarantee that Claimant may take this matter to “any court” for immediate enforcement of said contract's obligations without Respondents or their counsel's protest or objection. Refunds, restitution, “\$1,000,000.00” per violation of 26 USC 7433³³ (per contracts formed), interest, penalties, and other amounts specified are all due per Deuteronomy 19: 19's principle of justice³⁴. [Here include other relevant obligations of implied contracts formed between Respondents and Claimant this court must “immediately”, “irrevocably” and “promptly” enforce that was in my original complaint in the collated paragraph] Therefore, after reading this case, this court is required by said authorities and said contracts to [promptly?? “immediately”]]]]] enforce said contracts in Claimant's favor.

A CLEAR STATEMENT OF THE ARGUMENTS:

1) Claimant's SUPPORTS PROVE, the Constitution and 1792 Coinage Act requires “gold and silver Coin” for Claimant as one of the people to protect Claimant's Creator God's endowed, unalienable rights; **2) government's taking** Claimant's “gold and silver Coin”/private property for public interest **required it to give “just compensation”** to the Claimant pursuant to the Fifth Amendment; **3) Statutes at Large 48,48,112**, Congress claimed, **authorized** said taking in exchange for Federal Reserve Notes but the Fifth Amendment's “just compensation” clause required the guaranteed remedy of **“dollar for dollar” compensation for all obligations incurred**; **4) Claimant relied and acted on** (and wrote Respondents he did so) **America's supreme law (e.g. the Declaration of Independence, Constitution, Fifth Amendment's “just compensation” clause, Statutes at Large 48, 48, 112's guarantee, contracts with Respondents and other authorities and further mailed Respondents verified documentation of obligation amounts incurred for years 2005, 2006, 2007 and 2008. Respondents gave written acknowledgment of**

³³ **Exhibit 4** proves Claimant in “My08” warned: give authorization from the “story”'s start **“so...you do not suffer for repeat violation of law and our rights!”** where Respondents not only as earlier would be liable per violation of Claimant's rights for up to \$1,000,000.00 (Respondents already contracted to 500,000 per violation in **Exhibit 6 # 84**) but **“are”** liable for **“namely, \$1,000,000.00”** for each unauthorized debt collecting act disregarding law written to protect Claimant's rights. Claimant cited authorities binding Respondents that unless Respondents timely rebutted his allegations Respondents converted his refunds to alleged taxes without authorization, they would form contract with Claimant agreeing with him to the sworn assertions he wrote and mailed them.

³⁴ “do to him as he thought to have done”; false accusers suffer what they tried to make others suffer.

said “dollar for dollar” refunds as credit amounts owed the Claimant; **5) Respondents however refused to uphold the Declaration of Independence, Constitution, Fifth Amendment’s “just compensation” clause**, Statutes at Large 48, 48, 112’s remedy, and said contracts **and instead wrote indicating they had converted said** refunds into alleged taxes for said four years and proceeded from 2009 to the present to engage in intentional, reckless unauthorized debt collecting acts in disregard of God’s laws, America’s supreme law, Titles 15, 26 and related rules and Claimant’s rights; **6) Claimant’s affidavits mailed to Respondents asserted laws, facts, evidences** to Respondents that said refunds were owed Claimant along with other funds (e.g. interest, penalties, restitution et al). Claimant proves his **affidavits were never timely rebutted nor ever rebutted** despite Claimant’s writing Respondents of authorities requiring that upon Respondent’s failure/refusal timely to rebut Claimant’s affidavits formation of **irrevocable contracts** would result and that said contracts would stipulate that Claimant could go to and **require of “any court” immediate, irrevocable rule in Claimant’s favor** with no protest or objection from Respondents or their counsel. In fact said affidavits were unrebutted by Respondents with the result that pursuant to the requirement of said authorities (see **Ap Unrebut**) Claimant’s assertions are fully binding contract terms. Claimant’s law form **guarantees** both his “liberty to contract” and his right to have said contracts enforced per God’s law and America’s supreme law (e.g. Constitution Art. 1 Sec 10; **[[[check the following before seeing DJB DV]** for which see also **Ap Introduction # 2, ApPt 96 et al)**.

2) SOME REASONS SAID REFUNDS AND FUNDS ARE OWED Claimant: Claimant relied on the words, representations and contracts of Respondents and this government. It is past time and overripe for this government to keep its contracted words. Claimant’s earlier affidavits gave Respondents factual basis for his claims for said refunds and funds.

Historical documentation of America’s history proves: **1)** the founder’s words and 1982’s Public Law 97-280 reflect the founder’s and Congress’ view that the Bible is God’s Word; from God’s revelations in the Bible and nature the founders concluded the Creator gave Claimant as one of the people the right to hold and circulate “gold and silver Coin” as part of his private property with all said coins’ accruing

benefits; **2)** the Declaration of Independence says government's purpose is to guard Claimant's rights (which involve ALL of Claimant's rights per said Declaration and the Ninth and Tenth Amendments; the founders did not list all rights but left us to determine them from said Creator's revelations; the Constitution and its every part is for this guarding purpose, thus also its monetary stipulations in Art. 1 Secs. 8 & 10 et al; as well Congress' resulting 1792 Coinage Act in obedience to Art 1 Sec 8 & 10 also served this guarding purpose; **3)** said Constitution guarantees Claimant his right to hold and circulate "gold and silver Coin" which Coins are described and guaranteed in specific weights, measures and denominations by Art 1 Secs 8 and 10 and the 1792 Coinage Act; **4)** as Claimant's supports prove, the founders believed paper currency violates the people's (of whom Claimant is one) rights and thus guaranteed Claimant "gold and silver Coin" in specified weights, measures and denominations to protect his rights; **5)** said "Coin" be taken from Claimant by government via Statutes at Large 48, 48, 112, Claimant's rights were violated by government; **6)** said "Coin" being taken by the government as said, and as well a worthless paper currency by force replacing it, evidence exists **both** in the father's historically documented words (e.g. John Witherspoon's An Essay on Money, Pelatiah Webster's "A DISSERTATION on the Political Union and Constitution of the Thirteen United States of North America" and particularly the author of the Constitution's money stipulations Roger Sherman's A Caveat Against Injustice) **and** the Fifth Amendment's "just compensation" clause **require** government to in Sherman's words "make Good" their taking of Claimant's estate by what Sherman's Caveat called "Refunds" in "full Value"; **7)** government's said taking of said coin and said replacing by force **non intrinsically valuable currency** resulted in a government unconstitutional and unrepresentative as well as a resulted in a currency that could not pay debts but could only ever discharge them (Respondents formed contract with Claimant affirming this reality³⁵) leaving Claimant in a condition of perpetual involuntary slavery unless he was compensated for this enormous injury done him. **8)** Statutes at Large 48, 48, 112 was used to attempt to and or to require Americans to turn in their intrinsically valuable gold to Federal Reserve bankers (who received the benefits accruing to said coin and were ever after lost to Claimant) in exchange for intrinsically valueless³⁶ paper currency of Federal Reserve Notes Claimant

³⁵ E.g. see **Exhibit 36Z8**; see Stanek v. White in **ApPt 80**. [**put this in list of cases or not since not in the complaint per se**]

³⁶Per God's word, common law, the father's words as proved in Rev. John Witherspoon's An Essay on Money, Roger Sherman's A Caveat Against Injustice, et al.

was forced to use as debt instrument currency (“Note”³⁷ means a debt obligation as in a promissory note) which by circulation enables said bankers to continuously take Claimant’s labors (part of Claimant’s private property) in exchange for nothing (aka theft), thereby forcing Claimant ever deeper into involuntary debt slavery in violation of the laws of God, common law and America’s supreme laws as well as in violation of Claimant’s God rights to life (for by said currency he was forced to use his time of which life is made up of to serve others), liberty, pursuit happiness, private property, and others by this placing of Claimant in perpetual, involuntary debt slavery; **9)** to offset or relieve said taking, said forcing and said debt instruments, Statute at Large 48, 48, 112 guaranteed “dollar for dollar” compensation and discharge for whatever debt obligations Claimant incurred; Respondents formed contract with Claimant affirming this reality; **10)** Claimant proved the obligations he incurred, but Respondents, though in writing acknowledging Claimant was in fact owed “dollar for dollar” compensatory refunds as a “CR”/credit, refused to give them, **thereby: 1) violating said: a) God’s laws; b) America’s supreme law; c) the Fifth Amendment’s just compensation clause; d) Statutes at Large 48, 48, 112; e) Claimant’s rights; and 2) overthrowing the Constitution and government America’s** founders gave; **[[[especially good; maybe put earlier!!!!!!!] 11) In light of the evidence that exists to prove: a) widespread rejection by Americans of paper currency (as an injustice) before and during the Constitutional Convention directly affected the founder’s supreme law; b) founder Roger Sherman’s renowned publication A Caveat Against Injustice’s rationale warning against paper currency as an “iniquity” and “injustice” and arguing for use of the just currency of gold and silver Coin currency to protect people’s rights; c) said Sherman’s proposals at the Constitutional Convention that our Constitution’s money clauses be written to authorize and guarantee “gold and silver Coin” (Art 1 Sec 10) alone as tender in payment of debts and that Congress (Art 1 Sec 8) be required to set said Coin’s weights, measures and values into America’s supreme law were adopted³⁸; d) Congress’ obeying Art 1**

³⁷ See **ApPt 79**.

³⁸ https://en.wikipedia.org/wiki/Roger_Sherman 6-29-2017 states: “Sherman is also memorable for his stance against paper money with his authoring of Article I, Section 10 of the United States Constitution and his later opposition to James Madison over the “Bill of Rights” amendments to the U.S. Constitution” and quotes “Mr. Wilson & Mr. Sherman moved to insert after the words “coin money” the words “nor emit bills of credit, nor make any thing but gold & silver coin a tender in payment of debts” making these prohibitions absolute, instead of making the measures allowable (as in the XIII art) with the consent of the Legislature of the U.S. ... Mr. Sherman thought this a favorable crisis for crushing paper money. If the consent of the Legislature could authorize emissions of it, the friends of paper

Sec 8 by its 1792 Coinage Act; e) these money clauses in our supreme law were strongly intended to protect the people's rights from unjust currency; f) Sherman's well known A Caveat Against Injustice also required a government so taking said intrinsically valuable Coin and forcing replacement of it with intrinsically valueless currency to "make Good" said taking and forcing by giving "Refunds" in "full Value" to the people in order to give them "just compensation" for taking their private property in order to protect the people's rights. In light of the Constitutional Convention's approving of the rationale of Sherman and the other founders for "gold and silver Coin" and against "Bills of Credit" (aka "paper money") to protect the people's rights, and in light of their Fifth Amendment requiring government to give "just compensation" for government taking of private property, **Respondent's guilt for its actions against the Claimant is clear and indisputable.** For after government a) took Claimant's private property by taking "gold and silver Coin" (of "intrinsick" value) and b) after it forced Claimant to use paper currency of no intrinsic value, Respondents in writing acknowledged Claimant was owed refunds under the rules of the 1933 bankruptcy (for said taking and forcing). These Refunds were required to be "full Value" according to Sherman's Caveat. In the words of Statutes at Large 48, 48, 112 a "dollar for dollar" refund for every dollar of debt obligation the Claimant incurred was to be given to "discharge" "Every" such "obligation". However, Respondents refused and or failed to give Claimant said acknowledged refunds and instead unjustly converted said refunds into unauthorized alleged tax debts and assessed unauthorized penalties and interest. Respondent's described their actions in writing to Claimant and issued threats to coerce Claimant to pay for their conversion of his compensatory refunds, thereby further destroying Claimant and further injuring his rights. America's founder and first economist Pelatiah Webster Dissertation declared to: "*force people to buy their own destruction, and pay for it with their hard labor, the very sweat of their brow, is a crime of so high a nature that **I know***"

money would make every exertion to get into the Legislature in order to license it."[27]. As well, the book Sound Currency, Volumes 4-5 p. 163 (by the Sound Currency Committee of the Reform Club, 1897 - Banks and banking) in its section "A PLEA FOR THE CONSTITUTION" records the history that George Washington was known to be the most outspoken critic of paper money of his day and was elected at the Constitutional Convention to be its president. It further records Roger Sherman as a staunch opponent of paper money and indicates historian Bancroft documented in clear and indisputable ways the opposition of the Convention to give Congress any power to emit bills of credit/paper money.

not any gibbet³⁹ [gallows⁴⁰] too cruel for such offenders! [emphases added]. The very remedy God's law (e.g. I Chronicles 21 et al) and America's supreme law requires as just compensation for taking Claimant's private property of said Coin and forcing him to use unjust currency the Respondent's dared to convert into an alleged tax debt against the Claimant and shamefully engaged in seven years of unauthorized debt collecting actions in order to force Claimant to pay for his own destruction. **Unless government redresses these grievances in answer to this petition, it stands rightly accused before God Almighty- in the father's own words – of being a government of grave “injustice”, “iniquity” for violating “the laws of God and man” and the very purpose of government: to secure the people's rights. If this matter remains unredressed, the general equity of God's law, the founder's words and their still supreme law's requirement in their 1792 Coinage Act's 19th Section require Respondents and any others in government in connivance of these acts “suffer death”. ALL GOVERNMENT PARTIES IN THIS COURT OR OUTSIDE OF IT WHO COME INTO KNOWLEDGE OF THESE GRAVE AND SEVERE GRIEVANCES YET DO NOT REDRESS THEM are knowingly: a) guilty of open violation of said authorities of law, statutes and rights; b) guilty of giving open approval and connivance of Respondent's violations of law and rights; c) guilty of being in open treason by conniving at or collaborating at the effective overthrow of the Constitutional and republican form of government America's fathers set up.**

[is this repeat of above????????????? figure out where I am repeating and delete repetition]

Claimant's recent historical documentation proves: 1) Respondents in writing (Exhibit 33 et al) acknowledged refund amount Claimant claimed pursuant to said authorities for year 2008 was a “CR”/credit owed him; 2) Respondents said written acknowledgment for 2008 reflected the “dollar for dollar” amount of Claimant's 1040, which amount reflected obligations Claimant incurred; Respondents

³⁹ Per <https://en.wikipedia.org/wiki/Gibbeting> 8-16-2016 “A gibbet /'dʒɪbɪt/ is any instrument of public execution (including guillotine, executioner's block, impalement stake, hanging gallows, or related scaffold), but gibbeting refers to the use of a gallows-type structure from which the dead or dying bodies of executed criminals were hanged on public display to deter other existing or potential criminals:..

⁴⁰ “a wooden frame, consisting of a crossbeam on two uprights, on which condemned persons are executed by hanging. 2. a similar structure from which something is suspended. 3. execution by hanging: a crime deserving of the gallows.” <http://www.dictionary.com/browse/gallows> – 8-16-2016

thereby agreed Claimant's refunds were owed and accurate in amounts; 3) Claimant for years 2005, 2006, 2007 and 2008 followed similar principles and processing rules; Respondent's documents state how much Claimant was owed for years 2005, 2006 and 2007 reflecting Claimant's 1040/1040X and supports mailed Respondents, Respondents thus confirming dollar for dollar refund amounts owed Claimant and thereby forming implied contracts with Claimant to their owing Claimant said refunds; 4) as proved by affidavits from public notaries and Claimant, Respondents also formed contracts with Claimant by failing/refusing timely to rebut Claimant's affidavit's assertions; 5) unless said refunds are given Claimant, justice and equity continue to be violated and Claimant has no remedy; Claimant "**must**" per the supreme law and said contracts be given a dollar of debt instrument currency by which to discharge every dollar of debt instrument obligation he incurred; otherwise he receives only the debt instrument ("dollar") but has nothing by which to discharge said debt obligation dollars he incurs and so is greatly damaged, made a perpetual, involuntary slave and his rights trampled; 6) **Exhibits 15 and 15A1 through**

15A6⁴¹ prove that after R's said conversion, Claimant sent **two** Notices to Respondents/US government

⁴¹ **Exhibit 15A5** proves receipt by Respondents/US government officers of Claimant's 9-15-09 and 2nd "...NOTICE &...COMPLAINT" and thereby of Respondents/US government officers receipt of Claimant's writing (p. 3) "You have not proved any basis...for [Respondent's allegations of Claimant's returns being "frivolous" and/or for Respondent's "changing" Claimant's refunds to an "unauthorized" tax], nor has the IRS disproved a single...assertion...in my AFFIDAVIT OF TRUTH & FACT"; that in Claimant's "June 16, 2009 letter sent to...J. Russell George INSPECTOR..., I not only requested proof of the claim...I owe taxes...but also stated..."under the provisions of 5 USC § 552(a)(6)(a)(i), if you or the IRS do not respond within...20...days in regard to this demanded verification and Proof of Claim,...silence will create a legal presumption that...the CP22A Notice [was] in bad faith ...and... const-itute[d] an attempt in witness tampering and extortion"; Claimant quoted US v. Tweel that "Silence can only be equated with fraud where there is a legal or moral duty to speak or where any inquiry left unanswered would be intentionally misleading" and that Claimant has the right to "expect" "good faith" "from the government in its enforcement and collection activities" and reiterated his June 16, 2009 letter's request for "facts, law and evidence" to rebut the sworn assertions of said AFFIDAVIT, and wrote that in his June 16, 2009 letter Claimant had "put you on notice that if you did not respond within 20 days, your silence was acquiescence according to the laws cited"; then Claimant wrote **again**: "you have 20 days or [again] your silence will be considered acquiescence" where said AFFIDAVIT defined acquiescence to "mean" "*A person's tacit or passive acceptance; implied consent to an act.*" and cited Morris vs. NCR, 44 SW2d 433.. "*An Affidavit if not contested in a timely manner is considered undisputed facts as a*

matter of law." and "U.S. vs. Pruden, 424 F.2d 1021 (1970) **Claimant's AFFIDAVIT OF TRUTH & FACT** being TWICE brought to US government officer's attention and left unrebutted (as proved by **Exhibit 5**, and later too as proved by **Exhibits 4F and 27**), Ap Unrebut's authorities (["make this a big point in ApUnrebut too!"] **particularly the Bible passages such as Leviticus 5: 1; 19: 17; Numbers 30 et al**) require the conclusion that Respondent's silence, having "a legal or moral duty to speak", Claimant's assertions stand as truth, Respondent's/US government officer's silence was acquiescence, and implied contracts

officers requiring⁴² rebuttal of both the Claimant's and his wife's separate "Affidavit of Truth & Fact"s (**Exhibit 15** [do we have a copy of th other one too?])'s assertions and stating that per authorities cited Respondents by silence would convey their acquiescence to Claimant's assertions. Per **Ap Unrebut's** authorities, Respondents/US government officers did acquiesce. **Exhibit 36Z8** (eg. pp. 5-6) shows Claimant restated this and also required Respondents (by authorities) to rebut what Respondents disagreed with, stating⁴³their failure/refusal to give timely **rebuttal affidavit with particularity** (as required by US v Kis and equal treatment under the law per US v Tweel, Decl, **ApPt 20.5**) Respondents would acquiesce to Claimant's assertions. **Evidence exists to prove**⁴⁴ Respondents left said assertions unrebutted so **said assertions are unrebutted and undisputed facts and grounds for Claimants's claims and enforceable as contract terms**. The Declaration of Independence's "all men are created equal" phrase requires that in this matter US v Kis' "**Any uncontested allegations of** **Claimant's "must be accepted as admitted"** and its "the...court should dispose of the proceeding on the papers before it...without an evidentiary hearing" require this court to accept as admitted Claimant's undisputed assertions and rule summarily on Claimant's "papers...without an evidentiary hearing", the Constitution as supreme law requiring Claimant's contracts be enforced; **7) as proved by ApPt 79.5 and Exhibit 16**, other Americans received 1099 OID refunds thereby confirming Cla's claims ⁴⁵; **8) as God's and common law state, and as the fathers warned as proved in supports, and also in Claiman'ts GodsLaw... [???**] if Claimant is not given said refunds and other funds contractually agreed on and as law and justice require, **God will pour wrath on the perpetrators**, whereas doing what is right may postpone more judgments; escape from sin and wrath can only be found by turning from breaking God's laws and trusting alone His Anointed Son Jesus as personal Savior and Lord (cf **Psalm 2/Isaiah 53; 55: 6-** were formed obligating Respondents/US government officers to perform according to the terms of contracts that were formed after Respondents/US government officers left Claimant's assertions unrebutted. Therefore this court is required to rule in Claimant's favor according to said contract terms. [emphasis added]

⁴² Per the authorities of cited laws, rights, courts, regulations, contracts (eg Respondent's 6-1-2009 letter).

⁴³ Claimant restated the assertions made in said Affidavit of Truth & Fact and also gave other assertions as seen in his "05212012Affidavit..." (**Exhibit 36Z8**). Per **Exhibit 5**, Respondents rebutted none of these assertions.

⁴⁴ **As proved by Exhibit 5, ApPt 20.5, 21.6, K, et al,**

⁴⁵ These were all on similar grounds. For instance, Claimant's refund claims are corroborated by Mark Alan of the Love clan who also processed 1099 OID refund claims on similar grounds, offered the IRS the same basic contract, had it accepted by the IRS and received IRS OID refunds (Claimant read other as well documents proving this).

7; see **ApPt 100** & CxRequires' end).

57. (DJB: just get the abbreviations out of it) **This court has no controversy to judge**, only undisputed facts and contract terms to enforce. Art. 1, Sect. 10's "Obligations of Contracts" requires this court's enforcement of the implied contracts Claimant brings to this court. This VerifComp must be granted so Claimant's rights to contract and to have his contracts enforced as well as his other rights such as to just compensation are upheld. Pursuant to **ApPt 5.5 # 2**, Collation pp. 34, 41, Ap Unrebut's authorities, **Petition for Summary Judgment⁴⁶** and **Affidavit In Support Of Petition For Summary Judgment**, Claimant's sworn assertions never timely rebutted, Rs defaulted⁴⁷, so that Claimant's assertions must be treated as truth, admitted evidence and binding contracts. **JUDICIAL NOTICE** is hereby given analogous to Federal Rule of Evidence 201 (**Exhibit 60**): **SUMMARY JUDGMENT is due on the basis of said undisputed facts.**

CONCLUSION AND REMEDIES DEMANDED FOR SPEEDY REDRESS:

Claimant established⁴⁸ by undisputed laws, facts, evidences and arguments: 1) that justice requires that he be given stated amounts of refunds and other funds; 2) Respondents had moral, legal and fiduciary duties to give Claimant said amounts; 3) Claimant exhausted administrative process; **ApPt 99** proves Claimant BOTH brings this matter to this court by relying on superior/supreme authorities to do so AND has **no remedy** unless this court does as the Constitution requires by ruling in his favor as laws, contracts, facts and evidences in Claimant's supports, **Ap** and **Exhibits** require. **Time being of the essence**, Respondent's great, many injuries of Claimant being proved, Claimant petitions this court for a **speedy** redress of grievances and to rule like **British Lord Mansfield** (see **ApPt 81; ApPtK footnote 40**) who, opposed to American independence, yet acted on its "liberty and justice for all" principle by

⁴⁶ Longer title: Petition For Summary Judgment Upon Respondent's Contracts With Claimant.

⁴⁷ Proved by **Exhibits 4F, 27, 36Z19, 36Z20, 36Z 26**, Collation pp. 10, 38, 40, 53, 54, 59-61, 70, 76 etc.

⁴⁸ As Claimant's Collation pp. 1-3 confirm: **"[keep these abbreviated or notDJB?????]]Cl's VerifCom** already gives sufficient grounds to rule in his favor per laws and contracts. However, this [Collation] is given [offer as part of Cl's verified proofs and evidences] so that if any consider it necessary to confirm Cl's VerifCom and Ap, they can do so."

ordering release of black slave James Somerset. Claimant James petitions this court release him and his household⁴⁹ pursuant to the command of God in Leviticus 25: 10 (quoted on the Liberty Bell), asid contracts, et al (see ApPt 43) from involuntary debt slavery BY ORDERING THAT THE FOLLOWING BE DONE BOTH IRREVOCABLY⁵⁰ AND IMMEDIATELY (for which see important, TIME SENSITIVE matter in VSOLiquid/footnote⁵¹):

A. That Respondents perform said contract's terms so that Respondents:

1. ACQUIESCE to this Court's ORDER for Summary Judgment in Claimant's favor.
2. REMOVE: a) **Notice(s) of Federal Tax Lien(s), Liens and or Levies** from all banks et al, saint clair county alabama court records and _____ county alabama court records for any years; b) any **alleged taxes, penalties and interest** for any years.
3. GIVE Claimant: 1) years 2005 to 2008's **refunds** of \$3,328,728.00; 2) other **funds as stated in VSOLiquid/ApPtM.**

B. That to redress said grievances and restore Claimant:

Pursuant to contract terms (e.g. Collation p. 75 # 2; 84 # 6⁵²; 85 top and Collation 3; e.g. PrimerResponse's term in footnote⁵³ below et al) an ORDER that Claimant, his household and any with him (Genesis 35: 2): **1)** be recognized per contracts as not being federal citizens, nor then owing such taxes as Respondents alleged (thus that Claimant does not owe what Respondents alleged for 2011, 2012 and 2013 nor any year); **2)** **"be left alone"**, neither subjected to IRS or other's (such as the State of Alabama's) injury, threat, harassment, abuse or the like as related to choice of Citizenship or anything related to this matter, nor subjected to attempted nor actual retaliation, claim or recovery of any

⁴⁹ Claimant calls for contract enforcement so that claims against his wife, children, heirs and or assigns relating to these matters be ruled by this court irrevocably and forever barred.

⁵⁰ Cf. e.g. **Exhibit 4's # 39** in "My08..."s term et al: "(f)...relief...shall 1) belong exclusively to the care of myself as a steward of God and 2) shall not ever be taken by cited parties after first being given...; and 3) shall not further be withheld...; f) neither myself, wife, nor heirs nor assigns shall be...liable...to cited parties for anything relating to this matter once this matter is ruled on favorably to our side".

⁵¹ This is a ***time sensitive*** matter; **time is of the essence**: Claimant knows this court needs **time to read this matter**, yet Art. 1 Sec. 10 forbids this court from impairing the "Obligations of Contracts" involved and one such obligation is that Respondents will **"immediately"** acquiesce when Claimant brings this matter to "any court". See more at **VSOLiquid/ApPtM's "WHEN AND WHERE Cl's refunds and other funds are to go, etc."** for what **"immediately"** means and requires of Respondents from their receipt of this VerifCom; **Respondents must "immediately"** inform the court of their acquiescence to **Claimant's case within a certain timeframe.**

⁵² Partial quote: "Be honorable to the law and provide the same or again, by your silence you acquiesce that a) there is no tax liability owed by me to you...for any year, b) you owe me the... refund amounts"

⁵³ Cf. **PrimerResponse # 3**: "after said refunds, restitution, penalties, interest are delivered to us, we have the Right to be left alone and never again be subjected to IRS or anyone's abuse, injury, harassment")

remedies, funds or awards, nor rescission of any part of said remedies in said ORDER, nor prevent, hinder or violate the free exercise of any rights (travel et al) or their properties⁵⁴; **3**) said ORDER must state that: **a**) violating said ORDER will be treated as contempt of court; and **b**) violator(s) will have done to them what they attempt to do against Claimant or his household (per contract relating to Deuteronomy 19: 19's standard). See "ORDER IN CLAIMANT'S FAVOR2".

Notice to agent is notice to principle; notice to principle is notice to agent.

Signed to do God given duties in the free exercise of all God given rights⁵⁵ which all are reserved⁵⁶) this _____ of _____ A.D. 2017 by: _____

Copyright 2017 james-frederick: graveling. james-frederick: graveling, authorized representative c/o P.O. Box 10281 Oxford Alabama [near 36203] phone: 205-629-5343. The Clerk serves Respondents.

The above named individual has sworn and attested to the contents above. Said individual **avers he is competent to declare that his contents and documentation in this matter are based on his personal knowledge acquired by personal experience and or research, unless otherwise stated, and that the above is true and correct, being duly sworn.**

NOTE: If any party uses the Social Security number associated with the all capital letters name of which Claimant alone is the authorized representative, that party is subject to be sued for said use and for invasion of privacy.

Verification: (for identification only; NOT to enter a Foreign- Jurisdiction).

state alabama }
 } to-wit:
county _____ }

I, the undersigned Notary Public, certify james-frederick: graveling, known to me and whose name is

⁵⁴ See **ApPt 88** (Art. 4 of America's Articles of Confederation).

⁵⁵ See **ApPt 15**; "All laws repugnant to" Constitution "are ...void." -Marbury v. Madison, 5 US (2 Cranch) 137,174,176, (1803); "When rights secured by the" Constitution "are involved, there can be no rule making or legislation which would abrogate them." -Miranda v. Arizona, 384 US 436 p. 491; cf. Norton vs. Shelby County 118 US 425 p. 442. "No one is bound to obey an unconstitutional law and no courts are bound to enforce it." -16 Am Jur 2nd, Sec 177 late 2d, Sec 256. "The claim and exercise of a constitutional right cannot be converted into a crime." Miller v. US, 230 F 486, at 489. Cf. Sherer v. Cullen, 481 F 946.

⁵⁶ See **ApPt 82**. **God promised Claimant favor** so Claimant must win and Respondents lose; it can be easy and over and done or Christ will be his Enforcer as He promised (Exodus 22: 21-27; Psalm 2, 110; Matthew 23; Luke 18; et al).

signed to this document, before me the ___ day of _____ A.D. 2017 freely signed this document.

Witness my hand/official seal: _____ My commission expires _____

THINGS TO DO AFTER MEETING WITH DJB:

2) redo appendix et al; shorten

5) need to do the Motion to Reconsider or Reinstate and tell its a **Amended COMPLAINT and ask them to Reinstate it with the number it had earlier;** deal with and overcome frivolous and other attacks in their letter to me; Motion to reinstate or in the alternative accept it as a new filing.

6) what role the letter I wrote responseToFCOC: do say the 21 days to 6 weeks;

ResponseToFCOCLetterWithDateOf11022016OnIt

7) **exhibits** and documents:

_____ a) if not something that is going to really stand out, hold it back

_____ b) if 3 say the same thing just send one and not all 3 just b/c they prove your point

_____ c) all the IRS letters and proof of UDC send in

d) appenxid: : things like Appendix CxRequiers : documents avaiable on request; s; don't give **exhibits** unless you AHVE to; make it known that you have copies available if they want them.

_____ e) as for redaction: he would : court frowns on redacting a lot of things in cases that are not sealed; a sealed case is one the court seals; put in the complaint: if anyone uses the SS # invasion of privacy and sue her;

_____ f) welfare and food stamps are not wrong: low income weatherization assistance program: up to 7500 rdsda.gov resnet.us/trade/find-raters-auditors ; you need to ask for it do so: for family's safety; call your county to ask for it; its the strawman who is applying for it.

_____ g) as for ApPt abc say avaiable if you want it; as for D do put it in but only 1-2 pages

_____ h) make copy of 26 USC 7433

_____ i) as for Appendix: can include ApPt 27:

_____ j) ApPtJ: make available

_____ k) ApPtK: shorten; you are right about 16 udc not just 4 udc on p. 149

ApPt L: Respondents Violations of Laws with Resulting Potential Fines and Prison Terms

abbreviated ApPtL or ApPt L.

l) ApPtM: Verified Statement Of Liquidated Damages**B (shorten;MAKE THAT A DIFFERENT**

TITLE: monetyar summary; 41 pp ok djb said; make it verified statement and summary of

Liquidated Monetary Damages

DJB: I don't recall what you had recommended: was the purple to take out? Green? Black? What if the cmoplaint mentions somethingand theyn they try tolook it up but its not there? Just replace reference with "available on request"?

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~~~~~  
everything else just make available on request;

**add in re 911? Pine Tree Flag? See Jesus the Great Debate:** Greenleaf and presume I am telling the truth about 911 et al; circumstanctial evidence, sworn affidavit but also you are responsible to believe God's word as given in Scripture because it is the Word of God which He gives wondrous signs in to confirm it is from Him Isa. 43 prophecy : Christ in all the Scriptures et al)

**WRITE INTO SUPPORTS TO PROVE THINGS:**

**32)** (DJB: do not need to prove it here: you are already asking for those damages; redundant] **COUNT 32:** As ApPtK (e.g. “My08...”/Exhibit 4 with ApUnrebut, ApPts 20.5, 20.7 et al), Collation pp 19-21, p 83 top (“Liability...up to \$1,000,000.00.”) CI's negative averments Rs left unanswered e.g. pp 55, 56, 58 #s 7-8, 59 # 13, 60 # 15, 63 #32, 64 before XIV., 66, 77 #s 7-8 and footnote, 80 at e., 97 bottom, 103 prove, CI warned Rs they by their acts violated his rights, laws and statutes and so analogous to 26 USC § 7433 were liable to \$1,000,000.00 for each violation and if they did not timely rebut to prove their acts true, just and valid, would form contracts for \$1,000,000.00 “per occurrence”. Rs formed contracts. **B)** So, CI demands Judgment “per occurrence” of R's violations proved in ApPtK: \$ 388,000,000.

**33) COUNT 33:** A) As Collation pp e.g. 7 # 8; 8 # 8; 9 top; 22 # 29; 71 # 75; 81 # 10; 82 # 2 (see more at [redacted] et al, supports, VerifDecl #s 7-18 and

<sup>58</sup> Continued: 23 # 33; 25 mid; 39 # 50; 44 # 58; 54 # 60; 55 # 62; 56 # 64; 58 # 66; 60 # 68; 62 # 70; 64 # 72;

correspondence record shows, R IRS persons committed said wrongs; other Rs as superior officials wronged CI for they did not order refunds release but by known, willful, repeat connivance permitted, aided and abetted IRS persons in committal of the multiplied list of wrongs stated herein or in supports (especially ApPtK). CI was greatly damaged. B) AsInCountI.

### ResponseToFCOCLetterWithDateOf11022016OnIt

**[DJB: do you think to actually interact with their former statements or to just do Another Petition**

**for Redress and not interact? I think to leave this out entirely and TO just go around rather than argue with their false accusations and wrongs of me: dputit before them again and let God either lead them to repent and give me favor, or do right and give me favor or do wrong and suffer His wrath and give me favor in His time:]** **Claimant's AFFIDAVIT/AVERMENT THAT HIS CLAIMS**

**ARE NOT FRIVOLOUS BUT BASED IN LAW AND LAWFUL CONTRACTS (RELATED: SEE**

**ApPtJ).** The following show that Claimant's claims are not frivolous: **God's law**, the common law, America's supreme law (with supporting historical documentation proving the meaning of words and intents of the founders), maxims of law, Supreme Court cases, your statutes, contract law and your Uniform Commercial Code. So on what grounds could the court rightly say the claims were frivolous?

Rs are reminded they cannot cite any court under the Supreme Court in this matter. A party's alleging something is frivolous does not make it frivolous unless they can prove it. Claimant can say based on said authorities cited herein that the court's ruling was frivolous.

#### **RESPONSE TO FCOC DISMISSED ORDER:**

1) appears to be garbage bags: they were clean brown grocery bags that were to make it easier to keep things organized for the court.

**Re the statement of Questions: reminder: CI stated there were other questions**

**page 2: it is unclear what are the contracts: so therefore list the contracts**

**cite Haines v Kerner: am not to be held to the same standards as a seasoned attorney's**

**re the 8<sup>th</sup> cdt: NO: a gross misrepresentation: Cf. Genesis 16:5; I Samuel 24:12ff; Psalm 2 with**

**Acts 13 et al**

**what is so unclear about the fact that by Rs failure/refusal they agreed/acquiesced and formed contracts with CL?**

---

71 # 75; 81 # 77

<sup>59</sup> See **ApPt 69** regarding connivance, Coinage Act and death penalty.

Re relevant facts p 2: DJB said it was excellent

not sure is one third but yes the cx requit for gscoin is a part of my relevants facts;

re “made war”: CI is an Amn National who sojourns in one of he 50 states of the union, not born in the DC, (Ucc 9-307h) and that the US has falsely listed CI as a “citizen of the US” under the 14<sup>th</sup> amendment erroneously. The CI is a republic state Citizen and [underline the s in state] and as such per 26 usc 6331A is not a government employee and therefore is not subject to federal income tax. Thus violating CIs right to self determination which constitutes an unconstituaional attack against the CI for alleged taxes. They did try to make war on the Cx when they tried to drag me into being a citizen of the US; also by taking away the gold etc. B/c Rs refused to give said refunds, CI inquired into why: rs refused to say so CI did own research. Thought perhaps b/c Rs wmight claim b/c cl was a US citizenship he was being denied . CI learned that US citizenship places one in the DC where one's rights aer no longer considered Creator God of the Christian Bible and unalienable rights but morein line with 14<sup>th</sup> AMDT privileges that gov can give or take away. CI learned that this US cienship was allegedly entred into via adhesive conracts (scuh ad drivers liceneses, birth certificate, SS card etc) and Thus , seeking to extricate from a US citizenship and restore his ocmmon law and origianl de jure rights, he sought to avoid licesnes, ddid affidavits udtc, and his reputation did suffer because of these things

last setences of p 2 last paragrahp: the judge preseumes I am a US citizen ie of the DC of which therehas been no evidence to the fact of. Provfe I ama US citizen.I rebut that I am a UD citizen.

Re “challenge the legality fot h gov’s asseessesnemtn for federal income taxes”:

- a) CI has rebutted the presumption cl is a US citizen
- b) Rs never proved any delegation of authority from the Cx to assess federal income taxes on him an American National
- c) CI repeatedly demanded per \_\_\_\_\_ fdcpa and 20 d ays penalties et al true and just proof of



authoraization to assess federl income taxes; Rs never didso ; it is true the US “came against CI without veified authroization a) of assessment ofr alleged taxes” after Rs converted refunds owed to taxes and b) for alleged “chjange” from refunds: t rue!

**Later: his being a US citizenship: trying to make me look ridiculous. English rules of grammar: capitalized name is a proper noun: so Citizen means you are**

**16<sup>th</sup> AMDT did not give the US gov any new taxing powers over the people**

1) the Sup Ct said “from any source derived” does not mean “from any source derived”

2)

re “so confused”: Haines v Kerner! 1<sup>st</sup> amdt right to not hav my reight to pettino for redress of graivenssa ABRIDGED: **to help the court understand CI submits this amended complaint. The court is encouraged to refer to the original to help it understand this.**

**US Cx is not a contract:** case law that says that it is; judge the cx itself proves it is a contract: it is an agreement between the federal government and the states as well as having the peoepl as beneficiearss to the contrac as proved by the 9<sup>th</sup> and 10<sup>th</sup> amendments. John Locke it was based on contract law: being part of our organic law cx is consdiereed a contract; 17 USC 518, 519 is the case: Dartmouth v.

Woodward shows 1819;

also ApPt 5**Property....embraces every thing to which a man may attach a value and have a right;** ...a man's land, or merchandize, or money is called his property.... a man has a property in his opinions and the free communication of them. **He has a property of peculiar value in his religious opinions, and in the profession and practice dictated by them.** He has a property very dear to him in the safety and liberty of his person....**In a word, as a man is said to have a right to his property, he may be equally said to have a property in his rights.** ¶ **Where an excess of power prevails, property of no sort is duly respected. No man is safe in his**

**opinions, his person, his faculties, or his possessions....¶ Government is instituted to protect property of every sort; ....This being the end of government, *that alone is a just government,***

**which impartially secures to every man, whatever is his own.** ¶ According to this standard of merit, the praise of affording a just securing to property, should be sparingly bestowed on a government which, however scrupulously guarding the possessions of individuals, does not protect them in the enjoyment and communication of their opinions, in which they have an equal, and in the estimation of some, a more valuable property. ¶ More sparingly should this praise be allowed to a government, where a man's religious rights are violated by penalties, or fettered by tests, or taxed by a hierarchy. **Conscience is the most sacred of all property;** other property depending in part on positive law, the exercise of that, being a natural and unalienable right. **To guard a man's house as his castle, to pay public and enforce private debts with the most exact faith, can give no title to invade a man's conscience which is more sacred than his**

**castle, or to withhold from it that debt of protection, for which the public faith is pledged, by the very nature and original conditions of the social pact.** ¶ That is not a just government, nor is property secure under it, where arbitrary restrictions, exemptions, and monopolies deny to part of its citizens that free use of their faculties, and free choice of their occupations, which not only constitute their property in the general sense of the word; but are the means of acquiring property strictly so called. What must be the spirit of legislation where a manufacturer of linen cloth is forbidden to bury his own child in a linen shroud, in order to favour his neighbour who manufactures woolen cloth; where the manufacturer and wearer of woolen cloth are again forbidden the economical use of buttons of that material, in favor of the manufacturer of buttons of other materials! ¶ A just security to property is not afforded by that government, under which unequal taxes oppress one species of property and reward another species: where arbitrary taxes invade the domestic sanctuaries of the rich, and excessive taxes grind the faces of the poor;

art. 1 sec. 10: new deal era the : 3 tests:

Unlcare that the contract is: put footnote: one copy or exhibiti ; chose and use one with the notary saying recd nothing too therefore formed contract.: prove the contract was fromed cite the public notary parts: Exhibit4 of a contract: one ocontract: others avbabile on request;

v 2-3: re no cause of action from his being a US citizenship: a) I am nota citizen of the us but5 rather a state Citziens of one of the 50 republic states of the union; b) Amdt 1 of the Cx gives me the right to redress of grievance; BASICALLY can forego the issue;

**“seeking recovery based on the abrogation of the gold clauses”:**

**1) I am holding you to what God's law and the supreme man made law of the law require; what**

**your oath bound you to follow; so, because nothing trumps the supreme law /Constitution,**  
therefore gsoin can't be abrogated by any executive Order, Act of Congress or Supreme Court ruling;  
subpoint A) if any argue by contract I agreed to have gsoin taken and enter a new contract system that  
looks like and is called US gov (such as by surrender of gold et al: saying it was only for DC citizens and  
you/your fathers were responsible to know the law and that they were not obligated to give the gold, or  
similar arguments for use of FRNs, taking licenses, ss cards, medicare, birth certificates or the like, I  
say: is that loving one's neighbor as oneself? Or is it not altogether replacing a stumbling block before  
your blind or deaf neighbor? Is it not taking advantage of his inability to know all the myriads of contract  
terms, re-definitions, and laws you have made? Unless one would read and study from the moment of  
conception, there is no way one could even read all your 60 million statutes! Yours are the statutes of  
Omri! The works of Ahab! Where, when and by whom was full disclosure given so that the unlearned  
would not stumble into your snares, traps and stumbling-blocks? Lack of full disclosure is a sin, a fraud.  
Jesus said: if anyone causes one of these little ones who believes in Me to stumble, it would be better for  
him to have a millstone hung around his neck and be thrown into the sea! Subpoint B: the fathers view  
on this: Sherman's Caveat dealt expressly with if gov took gsoin and forced paper currency and said it  
can't be taken without jcomp of refunds and make good; therefore no supreme court case, statute or ex  
order can claim to set aside the supreme laws' jcomp requirement for gov to "make Good", give  
"Refunds" and compensate me for said taking. The supreme law trumps your Orders, Acts and Rulings.

**2) Perry v US; Erie Railroad v Pennsylvania case overcomes that case because ...**

**2) even if it were true that Perry v US says** that I have no cause of action based on the gov's abrogation  
of gold clauses in gov bonds, I as a minister of the gospel of Jesus Christ using the law of God and the  
supreme law of the land our founding fathers gave us declare it to be unconstitutional, a statute of Omri  
and work of Ahab! that is not the same issue b/c I am not dealing with gov bonds; 2) i am making an  
argument based on the supreme law of the land that we are to have gsoin and that it was to protect our  
rights, and that the taking away of the gsoin resulted in great damage to my rights (proved in FsWv,cx  
requires, BibleTeaches) therefore per the 5<sup>th</sup> amdt and Sherman's caveat the gov owes me jcomp; SAL 48  
as well guaranteed "dollar for dollar" discharge as the provided remedy;

3) let's do as God had Elijah do: ask Him to judge and show Himself strong on behalf of him whose

heart is loyal to Him. Or Elijah in 2 Kings 1: if I am a man of God then let God judge you and cause me to get favor in this matter in the court!

The FCOC is in contempt of God and His law as well as America's Supreme law (Deut 27: 16)

I relied on IRS written corresponen of refunds owe deme: such as their June 12009 letter; I relido n the Supreme cdecision interp the cx in terms of ht ehistory of its time; SAL 48; etd.

They have not returned the stuff to you probably beause they are waiting to see if you respond and ask for them tor econsider etc

not double sided

appeal to heaven indeed says DJB: Locke: an individual man may decide; asking God to please enforceHis law.

**Prophetic call to repentance: Isaiah 1 for 3 sins and for 4; Jon Cahn let you know; I confirmed it and let Ameian gov nd media know it really was judgment from God for I before Cahn said so told**

**Pres and media....so warned about 3 sins and now the 4<sup>th</sup>;**

**WARNING FROM GOD'S WORD (footnote Public Laqw97-280): if you do not do what is right in this matter as proved by CI, God's word wrans thatfurther judgment will come upon this land and it leaders in Isaiah 1, et al.**

**Because 9112008 were judgments and we have not repented, and because of God's SOP in Amos 1-2 if this gov does repent now I fear God's great wrath will be manifested against it against like it was in 911. Please REPENT. Pelase do what is right. Please followour own supreme law. Beleiver on LJC as yoru Surety and you will be saved**

Bring out 911 nad 2008's great

**add in:** Claimant will make available for the court supporting historical documentation of his claims upon the court's request.

Re: **INGRAFT ALL THE CONTENTS OF**  
**“AboutMyBeingAnAmericanAndCitizenship  
StatusForStateOfAlabama”**

[say to overcome every statute, work, act, ruling, or other irratiionale rationale]: I invoke the Creator of the universe and His supreme Law (revealed in the Holy Bible and nature [glossary: general revelation et al from Fs WV etal] and the supreme law of the Constitution for these united States of America; neither Congress, courts nor executives had or have authority except from said Constitution so they had nor have authority to interpret or purportedly apply the Constitution in a way that 1) breaks God's supreme Law 2) contradicts said Constitution's meaning proved by (Hepburn) historical documentation. If then you give me any ruling conflicting with God's word and said Constitution's original meaning, I per God's word (ftnt James 5: 15-18; Icor. 10: examples;), John Locke's second Treatise (Wikipedia), the founder's example already made my “appeal to heaven”, yhwh the Creator of the heavens and earth and His Son y'shua ha maschiach who was given authority over all of heaven and earth, bringing righteous judgments (ftnt: e.g. brought Israel's Temple to destruction AD 70 (ftnt per Daniel 9, plow, luke 21, mt 24 and other proofs et al), defeated his livid enemy caesar julian the apostate who on dying cried: Thou hast prevailed Thou Galilean”; gave striking prayers to the father's prayers as documented by Congress, President Washington (ft Congressional Library earlier sent exhibits, gragg's Handof Provide), answered the founder's prayers for judgment (ftnt), and Rev. Thomas Prince's imprecatory prayer from) and answered my prayer for the first events of 911 and 2008's Great Recession to

**Isaiah 33-35** quote to Phil Seay and the courts: everlasting burnings or “everlasting joy”; in firm reliance;

**The standard** of 1) God's paramount supreme over all supreme laws of man and 2) America's supreme man made law reveal the wrongs done us. Do we hold the judges to have broken all the laws and so seek the full penalties? We do not for they had little or no control over the taking away of our precious metal currency and foking us to use against our will fiat currency; we do however hold them accountable for their not enforcing the law against the

breach of contract, violation of rights to due process, trial by jury, justice and to having fraudulent contracts declared vitiated, to their being companions of thieves and participating in the extortion of our home.

I honestly and firmly believe that as said Constitution Art. I, Sec 10 last sentence: “or in such imminent Danger as will not admit of delay.” that God may very well enforce these contracts if you won't.

Call you Senator Sessions to urge the court to do right in this matter as you yourself to your praise helped get the letter to the President so thenation might be warned it must turn from its idolatry, murder by abortion and immorality. With this fourth great sin and no recourse after 1670 supreme court and this , God'spatience is surely stretched to its limit

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99999999999999999999999999999999

**Obligations of implied contracts formed between Respondents and Claimant:**

1) *from jurisdiction area thus was taken*[[[[[THIS IS ARGUMENT AND YOU DON'T PUT THAT IN THE COMPLAINT YOU PUT THAT WHEN YOU GO TO COURT; put it into your brief ]]]] Per authorities e.g. US v. Kis et al (for which see **ApPt 20.5, 20.7**, “Appendix: Documentation That An Unrebutted Affidavit Stands As Truth Is Deemed Admitted And Is Factual Evidence And Silence Denotes Acquiescence -hereinafter ‘ApUnrebut)’, Rs were required timely to rebut Cl's affidavit's assertions with particularity of law, facts and evidences or by refusal or failure to do so, form contracts agreeable with Cl's sworn assertions. Rs did not so rebut as proved herein.

1.5 ) **ApPt 20.5, 21.5, 22, 24** also proves jurisdiction generally while **ApPtK's ‘FIRST MAJOR POINT’** proves this as **“any court” is authorized by the Cx to “ENFORCE ALL TERMS (“everything”) AND ALL... OBLIGATIONS OF...CONTRACTS...FORMED”** and **“TO AWARD DAMAGES RELATING TO 26 USC 7433”**. Contracts reserved to Cl all Creator given rights (e.g. to trial by jury of his informed peers, ET AL) IF this court refuses/fails to do what Art. 1 Sect. 10 requires: enforce terms. To keep jurisdiction<sup>60</sup> this court must uphold Cl's rights, the Cx and due process.  
[this is really argument: you bring this stuff in if in fact they try to motion to dismiss; its arguments or things to use later: . . . .

2) CONTRACT TERMS ABOUT JURISDICTION AND SUMMARY ADJUDICATION (see proof of very important contract **terms and Exhibits in ApPt 20.5**); CI NOTICED Rs OF CONDITIONAL CONTRACT TERMS AND FORMATION: Cl cited authorities to Rs which stated that **IF** Rs refused or failed timely to rebut with particularity Cl's affidavits, **THEN** Rs by “tacit procurement” and the like would form “lawful and fully enforceable” “irrevocable” contracts “to all terms herein as well as to all terms laid out and presented in all affidavits from” Cl. Far beyond *Trinsey v. Pagli-*

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<sup>60</sup> This court must enforce said contracts as said and must adhere to all parts of the Cx or it loses jurisdiction so its rulings are without lawful authority. A court failing to uphold any part of the Cx **forfeits** any perceived jurisdiction and its rulings are Cx-ally defective, incompetent, null and void.

aro, D.C. Pa. 1964, 229 F. Supp. 647 which bars a court's treating counsel's statements in briefs or arguments as sufficient for a motion to dismiss or for summary judgment, CI repeatedly noticed Rs that 1) said contract terms would be "fully binding" on Rs "in any court...in America" 2) "without [R's] "protest or objection or that of those who represent you" so Rs "will have nothing to say should" CI "commence litigation" "neither to dismiss the action or anything else but acquiesce to the action and have the court rule entirely in" CI's "favor", CI giving Rs notice said contracts would be formed by R's silent acquiescence to CI's affidavit's assertions. CI's affidavit "My08212015Letter..." wrote Rs that the terms were "as earlier stated in our contracts" "formed by [R's] earlier silence."

**3) [this paragraph has already been implied] CI CITED LAW REQUIRING Rs CITE AUTHORITY FOR THEIR "CHANGE"; RESULT OF NO CITATION:** As proved in Ap, **CI did his duty by asking Rs for particular proof of R's authority to deny his law based refunds and to "change" CI's refunds to alleged taxes. R's effective no response proved: 1) Rs had no such authority; 2) Rs contractually agreed they had no such authority; and 3) that they were acting to wrong and defraud CI based on a "presumed" authority/naked claims without lawful authority.**

E) [already got this covered under the law of contracts too; implied earlier ] MATERIAL FACTS AND CONTRACTS THE Cx DEMANDS ENFORCING OF: **This Court must consider if there are material facts that prove jurisdiction and other terms of contract as well as R's actions (or lack thereof) after contract formation. To deny said contracts violates law form cited and CI's rights. Decl's "all men are created equal" and contract law require that CI is to be able to rely on facts, rights and authorities about forming contracts with Rs in similar ways to how Rs seek to form contracts with him (cf. US v. Kis, ApPtK at pp. 8, 33, 37, 41, 57 et al and footnote<sup>61</sup>). *Judging by the requirement of the authorities of Ap Unrebut, US v Kis, ApPts 20.5, 20.7 et al, the correspondence record AND Exhibits 5 (AffidavitOfRsFailureToRebut) and Exhibits 4F and 27 (2 public notaries certificates that Rs did not timely respond/rebut CI's affidavits) together prove : 1) contracts were formed by: a) CI's affidavit's allegations sent to Rs that authorities binding Rs required Rs to rebut with specificity in counter affidavit in time frame if Rs disagreed with CI's statements; CI cited authorities to Rs that if Rs refused or failed to so rebut, R's silence would indicate acquiescence, adopt-ion and***

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<sup>61</sup> See **ApPt 21.**



agreement/contract formation with said statements; **b)** as proved by CI and public notaries' sworn testimonies in **Exhibits 4F, 5, 27, 36Z54** CI received no said timely rebuttal to his affidavits. Rs agreed in # 21 of **36Z54** that all his un rebutted "correspondence" will "stand as proven truth and fact" in any "court" and Rs "understand" the Cx "guarantees...the courts will...enforce the obligations of contracts" we "formed". CI's H.D. in his VerifDecl, Collation, Appendix and Exhibits confirm all these matters. **2) Rs contracted administrative recourse and remedies were exhausted** when, e.g., **R's failed to rebut CI's PrimerResponse #'s 29 and 30 (Exhibit 3)** as proved by **Exhibits 25, 26 and 27** and VerifDecl #'s 19, 20, 22, **so that Rs agreed their silence would indicate consent to CI's declarations and that such would "stand as final judgment in this matter"**<sup>62</sup> and that if no reply was delivered to the public notary given therein within 30 days Rs would agree to the terms therein and would be (and so **are**) **legally estopped**; **3) CI wrote Rs he relied on said law form, authorities and the courts being required to uphold the same as well as of his acting in good faith consistently with the same law form and authorities.** For Jesus who gave Himself for CI, CI acts consistently with said law form and authorities as he wrote Rs in **Exhibit 36Z54 # 15 et al.** CI anticipates the court will act consistently with said law form and authorities.

**4) perhaps say re the 20 or 30 days: if they say govt gets 60 days, say: I only get 30 so under equal protection of the law they only get 30 as well.**

**5) EXHIBIT 5 CI's AFFIDAVIT THAT PER AUTHORITIES CI CITED (in ApUnrebut) TO Rs, R's SILENCE INDICATED THEIR PURPOSE TO ABIDE BY CI's TERMS.**

**6) put into Brief in Support or Appendix: ApPt 23: Said contracts: 1) Rs (as proved by this case) knowingly, repeatedly, willingly entered into pursuant to authorities of ApUnrebut and 2) which contracts require the immediate, irrevocable enforcement by this court without any response (no protest, no objection, nothing other than acquiescence) permitted to CI's bringing this matter. CI's case argues: supreme law of the land's supremacy (at every unamended point; however in relation to required summary judgment in CI's favor and R's being bound from any response but acquiescing to CI's contract's being immediately, irrevocably enforced by this court CI cites particularly the Cx's requirement that obligations of contracts between CI and Rs be enforced and not impaired). CI as well argues all the authorities in ApUnrebut, res judicata, collateral estoppel, estoppel, waiver, duress, fraud and the like. Rs are by said contracts, estoppel in pious, collateral estoppel, laches, res judicata, stare decisis and the like prevented from asserting any claim that could and should have been dealt with**

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<sup>62</sup> See **ApPt 22.**

long before and they have promised in said contracts not to do so any longer. CI avers that per the proofs advanced by him it is right to say that application of certain doctrines are necessary: 1) **res judicata**: Rs are precluded from bringing any claim against CI in the interests of judicial time and the policy favoring certainty in legal relations. Rs are forever prevented from asserting a claim that has been, or should have been, the subject of prior litigation. CI avers this applies not only to every ground of recovery or defense Rs could have presented in their correspondence (they are precluded by said doctrines and contracts from doing so now; they may only per contract acquiesce to CI's case and the court's favor to CI) as well as to any other ground that might have been presented. 2) **Collateral estoppel**: CI is protected from unnecessary and redundant litigation, judicial resources are conserved and a sense of certainty in relation to judicial action fostered by application of the stopping of all issues of fact of law being already properly determined contract formation between the parties and, as agreed upon in said contracts, conclusive to this matter; this doctrine precludes all such and related issues from being raised by Rs and thereby protects parties from unnecessary and redundant litigation, conserves judicial resources, and foster certainty in and relationships in judicial matters. 3) **Stare decisis**: this court must follow the authorities in **ApUnrebut** and other doctrines cited. Such contracts and doctrines apply both to every ground of recovery or defense Rs could have presented before and to any other ground Rs might want to present. The court must follow the laws and cases (or like laws and cases) CI cited to Rs (thereby indicating his reliance on the same) because CI has the right to rely on these authorities in his exercising his right to obtain justice and his rights (eg to just compensation) in this matter. Stare decisis CI relied on in connection with Congress' SAL 48 as well, for while Congress can and must (as proved) cure SAL 48 to conform to the Cx's gold and silver coin requirement, until it does so, CI justly expects this court to follow said authorities, and to both enforce said contracts and SAL 48 (which statute and CI's construction of the same (e.g. Collation pp 25, 28, 31, 44, 45, 48, 49, 51, 57, 60, 61, 62, 69, 86, 96, 107) Rs also agreed to per **ApUnrebut**'s authorities). This court must follow the supreme law of the land and previous court precedent agreeable to it because the purpose of government is per the Decl to guard CI's rights for which said Cx's gscoin requirement was written and because this case involves statutory construction. CI's contracts with Rs clearly, repeatedly articulated CI's construction and application of the Cx and SAL 48 on said points (as well as court cases and other authorities) and Rs agreement with

Cl's sworn correspondences of the same having been repeatedly indicated as said, **there is no other choice than to rule in Cl's favor per authorities in ApUnrebut.** Barring this, stare decisis and the Cx itself are overthrown by this court. Cl's sufferings are exceedingly aggravated and his rights totally violated if for his reliance on said authorities he is punished instead of being given rule in his favor.

**7) [this is all argument: if they say we received nothing then say: the PO says diff and your signature says diff; put it into **a brief in Support:** the key word is BRIEF; you could call this Amended: do a motion to reinstate; could say: cl's former sent documents provide proof and explanation of CL's claims made herein]** Cl's **AffidavitNoResponse** proves Rs were silent to Cl's affidavit, thereby confirming it was R's purpose to abide by Cl's terms in light of the lawful authorities binding Rs which Cl cited in his affidavits concerning formation of contracts by R's refusal or failure to rebut his affidavits (as made known by their silence). As proved by USPS Certified mail receipt, Cl mailed affidavit to Rs and Rs mailed no rebuttal to Cl via Notary as required. R's not rebutting Cl's affidavit has a **SECOND WITNESS in Public Notary Ruth Mateo's "NOTARIAL NOTICE OF NON-RESPONSE and DEFAULT AFFIDAVIT"** (stating "I received nothing at all from the IRS that was sent to James Graveling"), thus resulting (as authorities in ApUnrebut require) in Cl's assertions standing as truth, deemed admitted, factual, undisputed evidence and creating the contents and terms of said contracts between Cl and Rs. Per the lawful requirements of Ap Unrebut and Cx Art. 1, Sect. 10's prohibiting "impairing the Obligation of Contracts" and its requiring enforcement of the same, **said NOTARIAL NOTICE: 1) proves: a) actual formation of contract terms; and b) Cl's right to said refunds and other funds stated in said contract terms; c) the Cx's requiring of this court enforcement of said contract's obligations; 2) acts as a state officer's ruling, both cognizable and binding on this court per Alabama's Supreme Court in Gertrude Colburn v. Mid-State Homes, 6 Div. 935, 266 So. 2D 865, 289 Ala. 255, Sept. 21, 1972:**

**An efficacious acknowledgment not only renders the instrument self-proving, if seasonably recorded but it also imports a verity against which none can be heard to complain, unless it is for duress or fraud. It is a quasi-judicial, if not judicial, act of an officer, and his certificate cannot be questioned...**[see Ap for omitted case references, except:] In Ford v. Fauche, 272 Ala. 348, 351, 131 So.2d 852, 854, it is stated: ¶ " \* \* [W]hen a certifying officer acquires jurisdiction by having the grantor and

the instrument before him, **the resulting certificate of acknowledgment is conclusive** of the facts therein stated" [emphasis]

8) \*\*\* maybe put into a reduced ApUnrebut? From

<https://www.nationallibertyalliance.org/files/lawnotes/Affidavit%20unrebutted.txt> 11-30-2016

An Affidavit unrebutted stands as Truth.

affidavit uncontested unrebutted unanswered [United States v. Kis, 658 F.2d 526, 536 (7th Cir. 1981); Cert. Denied, 50 U.S. L. W. 2169; S. Ct. March 22, 1982 1982]

"Allegations in affidavit in support of motion must be considered as true in absence of counter-affidavit." [Group v Finletter, 108 F. Supp. 327 Federal case of Group v Finletter, 108 F. Supp. 327]

"Indeed, no more than affidavits is necessary to make the prima facie case." [United States v. Kis, 658 F.2d 526, 536 (7th Cir. 1981); Cert. Denied, 50 U.S. L. W. 2169; S. Ct. March 22, 1982]

AFFIDAVIT. A written or printed declaration or statement of facts, made voluntarily, and confirmed by the oath or affirmation of the party making it, taken before an officer having authority to administer such oath. Cox v. Stern, 170 Ill. 442, 48 N.E. 906, 62 Am.St.Rep. 385; Hays v. Loomis, 84 Ill. 18. A statement or declaration reduced to writing, and sworn to or affirmed before some officer who has authority to administer an oath or affirmation. Shelton v. Berry, 19 Tex. 154, 70 Am.Dec. 326, and In re Breidt, 84 N.J.Eq. 222, 94 A. 214, 216.

affidavit uncontested unrebutted unanswered - [United States v. Kis, 658 F.2d 526, 536 (7th Cir. 1981); Cert. Denied, 50 U.S. L. W. 2169; S. Ct. March 22, 1982 1982] "Indeed, no more than affidavits is necessary to make the prima facie case." [United States v. Kis, 658 F.2d 526, 536 (7th Cir. 1981); Cert. Denied, 50 U.S. L. W. 2169; S. Ct. March 22, 1982]

affidavit uncontested unrebutted unanswered Morris v National Cash Register, 44 S.W. 2d 433 Morris v National Cash Register, 44 S.W. 2d 433, clearly states at point #4 that "uncontested allegations in affidavit must be accepted as true."

affidavit uncontested unrebutted unanswered Morris vs. NCR, 44 SW2d 433 Morris v National Cash Register, 44 SW2d 433: "An Affidavit if not contested in a timely manner is considered undisputed facts as a matter of law."

Non Rebutted Affidavits are "Prima Facie Evidence in the Case,-- "United States vs. Kis, 658 F.2d, 526, 536-337 (7th Cir. 1981);

"Indeed, no more than (Affidavits) is necessary to make the Prima Facie Case." -- Cert Denied, 50 U.S. L.W. 2169; S.Ct. March 22, 1982.

"Uncontested Affidavit taken as true in support of Summary Judgment." -- Seitzer v. Seitzer, 80 Cal. Rptr. 688

"Uncontested Affidavit taken as true in Opposition of Summary Judgment." -- Melorich Builders v. The SUPERIOR COURT of San Bernardino County (Serbia) 207 Cal.Rptr. 47 (Cal.App.4 Dist. 1984)

"Silence can only be equated with fraud where there is a legal or moral duty to speak, or where an inquiry left unanswered would be intentionally misleading. . . We cannot condone this shocking behavior... This sort of deception will not be tolerated and if this is routine it should be corrected immediately." -- U.S. v. Tweel, 550 F.2d 297, 299. See also U.S. v. Prudden, 424 F.2d 1021, 1032; Carmine v. Bowen, 64 A. 932.

**9) brief in support:** Cl's SUPPORTS PROVE CITED US v. KIS to Rs and its requirements to this matter<sup>63</sup>. Kis is a US Supreme Court case involving similar communication interactions between an American and the IRS. Kis involved presentation of affidavits, the duty timely to rebut them if one disagreed, and the conclusion that not so rebutting them results in contract formation which contracts the courts are ordered to "promptly" enforce. Cl's affidavit also argued from the Decl's principles that "all men are created equal" and in a republic are to be treated as equal under the law<sup>64</sup>. Said Decl thus requires the following application of US v Kis to this case: R's silence to Cl's affidavits requires this court to "promptly order enforcement' of the contracts" Cl and Rs formed:

In [a] tax related matter, US v. Kis ruled: "...affidavits....No more than that is necessary to make the prima facie case." .... Within thirty days, the [other party] must respond by alleging specific facts in rebuttal of the [complaining party's] prima facie case or in support of an affirmative defense....If the [responding party] has not alleged specific facts that permit an inference of some improper purpose on the part of the [complaining/concerned party], the district court should promptly order enforcement of the summons." The law requires you to respond within 20<sup>65</sup> days to my communication....this last case shows your failure or refusal to respond...leaves [my assertions] established as truth and requiring courts to "promptly order enforcement" of the formed contracts you and I formed by my correspondence affidavit and your silence for the stated number of days... You have a fiduciary and moral duty to warn me with verified law, facts and evidence if there is ANYTHING I am doing that you know to be wrong<sup>66</sup>.... If this letter is not answered as... requested... it stands as truth...of my claims in any court". [any emphasis removed]

**H)** [this has all been covered before; redundant again; **I think to put this into Brief in Support**

**]]]TERMS REGARDING JURISDICTION AND SUMMARY ADJUDICATION:** Cl's Ap gives historical documentation of correspondence between Cl and Rs. **ApPt 55.5** proves Rs may bring no charge of "frivolous", "fraud" or "attempted theft" against Cl's case. The record shows Cl and R's acts or non-acts communicated proposing forming and forming of contracts and the lawful basis for doing so.

As Cl's supports (e.g. **ApPt 20.5**- important, proving by **Exhibits 3** (PrimerResponse) and **4**

(My08212015Letter) terms of contracts were agreed on involving such things as R's "silence will":

**[A)]** [constitute] "your lawful... binding agreement with ... everything... in this letter...and [be] fully enforceable in any court"; **[B)]** [constitute] "irrevocable... contract that any alleged tax debt shall forever be considered...nothing owed and that all refunds owed...as [Cl]...alleged...are still... owed [Cl] along

<sup>63</sup> E.g. **EXHIBITS 4** ("My08212015LetterLetterToIRS..." affidavit, p. 13 and especially **36Z54** # 18.

<sup>64</sup> See **EXHIBIT 4** ("My08212015LetterToIRS..." , e.g. p. 8 footnote 8; p. 10 footnote 9; p. 14 # 32; 18 # 14.

<sup>65</sup> See **EXHIBIT 4** (Cl's My08212015LetterToIRS...; though the law requires Rs to respond within 20 days - e.g. 5 USC §552(a)(6)(a)(i) and contracts formed between Rs and Cl, yet Cl gave an additional ten days.

<sup>66</sup> See also **Collation** pp 89-90.

with restitution...a number of times the amount of OID refunds...effectively stolen from us along with penalties, interest, lawyers fees and further relief.... [C] Your silence to this...is your well informed, acknowledged and fully consented to acquiescence<sup>67</sup> /D] “form an irrevocable contract” “fully enforceable by any court without your objection or that of your counsel and you as well agree to the term that you, your heirs, assigns and others will forever be barred from any objection, reconsideration, or appeal...the... contract being settled and binding forever”<sup>68</sup>; [E] “constitute...admission...to injury...of [C] and constitute R's) “agreeing that [C] may seek remedy and am due refunds through the ruling for such of any court; [F] “establish your acceptance, agreement, acquiescence to the matter at hand [that is, as C] defined and articulated it]”; [G] “contract.... [that] “said parties...shall be solely responsible for their...actions....[and will be] without...immunity....; [H] “contract.... [that:] “all...judgments concerning the applicability and/or ...violation, or threatened... violation, by the IRS of the... terms...will always be [C]’s sole, absolute, and exclusive discretion and right, and all rights, remedies and recourse deemed by [C]...to be appropriate...to...such breach may be exercised at any time [no statute of limitations! - see ApPt 22.5; contract is law] and from time to time by [C], without prior notice and without liability of any kind”; [I] [will indicate R's contract to “forever hold [their] peace”; [J] “stands as consent...for the declarations...here being established as fact”; [G] [contract that] this affidavit will stand as final judgment in this matter.”; [H] [indicates] you are agreeing...and are...legally estopped [per] *Carmin v. Bowen...silence activates estoppel*”; [I] [indicate Rs] agree... to all statements...made...by TACIT PROCURATION by... remaining silent”; [J] “[indicate] That the parties cited – IRS personnel, agents or the agency itself, or any federal government agency or person (or subsidiary or other entity bearing any relationship to the federal government)- by silence in and in relation to this matter expressly agree, acknowledge and represent that said parties cited have granted and do again grant an irrevocable, unconditional, and unrestricted contract.”<sup>69</sup>; [K] “[indicate acknowledgement that C] has exhausted] administrative remedies by Notice for the IRS and its personnel and related persons and agencies.” [L]

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<sup>67</sup>EXHIBIT 4 (a copy of C]’s “My08212015Letter” which is also cited in Ap Collation pages 95-96.

<sup>68</sup> Given the subject matter in its historical context, as the Cx “shut and barred” (so James Madison’s NOTES...”) the door to paper currency, so are Rs “forever” barred from responding/answering to C]’s VerifComp EXCEPT to acquiesce to C] in it. C] in support declares that Rs are prevented from other than acquiescence by 1) the authorities in ApUnrebut, 2) irrevocable contracts with C], and 3) the doctrines of res judicata, estoppel in pious, laches, collateral estoppel, stare decisis, estoppel by acquiescence, tacit admission and the like -see ApPt 23.

<sup>69</sup> From # 27 in April 5, 2014 PrimerResponseToIRSLettersToLORIJGRAVELINGActual1

[indicate] there now exists no controversy for any court to adjudicate<sup>70</sup>). [emphases added]

10) [brief in support] **K) NOTICES: 1) to this court** : As Cl's **ApPt 24** proves, it would violate the Cx and said contracts not to rule in Cl's favor. To so violate would result in: **1)** giving proof of known, open violation of the Cx (obligation of contracts clause; "gold and silver Coin" clause; private property; just compensation clause and more); Alabama's Cx (similar breaches as of the Cx); Statutes of Large 48, 48, 112; et al; **2)** giving proof of not performing the Decl's stated purpose of gov: protect Cl's rights; Rs interests would have been improperly enlarged and Cl's unlawfully diminished; **3)** causing the court to lose jurisdiction and immunity for its officers (who would become liable in personal and professional capacities) -cf. **ApPt**; **4)** "saving to suitors" clause still guaranteeing Cl a full common law trial by jury in a court of record (see **ApPt 10**; and **5)** Cl's giving (as elaborated in **ApPt 25**) demand for his Trial by Jury; Art. 3 court; challenge to jurisdiction; his demand that the court adhere to its duty to communicate to Cl its lawful authority and grounds to deny him rule in his favor; his "**DO NOT TRESPASS**"

**NOTICE. 2) to R's would be counsel**: As elaborated in **ApPt 26** contracts with Rs require them to "neither... dismiss the action or anything else but acquiesce to the action and have the court rule entirely in [Cl's] favor."<sup>71</sup> Any but acquiescing breaches contracts, violates the Cx, Cl's rights and attorney's oaths and duties in a more aggravated way than Rs did the last 6 years. Cl cites Collation p 68: "**we remind you that the Federal Rules of Civil Procedure Rule 11 (b)(3) require an attorney to file and sign pleadings only where "(3) the factual contentions have evidentiary support"**". Further, **contract term also requires Deuteronomy 19 as a standard in this matter**. Rs contracted that God's law (also at Deuteronomy 19) is the standard in this matter<sup>72</sup>, so Rs and counsel are bound to suffer whatever they sought or seek to do against Cl (Congress' Oct. 4, 1982 Public Law 97-280 says we should "read" and "apply" the Bible).

**L) THEREFORE, THIS COURT MUST RULE PROMPTLY IN Cl'S FAVOR: all circumstances of law and contracts considered, Cl having brought this matter to this court, it must per the Cx (requiring enforcement of the obligations of said contracts) and said contract terms**

<sup>70</sup> **Exhibit # [redacted]** a true, correct copy of Cl's Aug. 5, 2014 affidavit ResponseToIRSLettersOneDated-May52014AndTheOtherDatedJuly72014 (at p. 13, # 80).

<sup>71</sup> See Collation page 96 and footnote 26, quoting from "My08212015Letter..."

<sup>72</sup> E.g, see Cl's "AffidavitReplyToIRSLettersOf10102011" dated Oct. 20, 2011 (cited in Collation pp 27-28, 37-38, 61).



(Rs and their counsel are bound to do nothing but acquiesce to Cl's claims) ***promptly rule in Cl's favor.***

**###) AS AN AMBASSADOR FOR JESUS CHRIST I had written:** will this court uphold Cl's rights and the Cx by enforcing said contracts? ***IF SO***, to Cl's knowledge there are no other questions to be answered **for Cl's case**, though there are questions that must be answered for the plight of Cl's fellow Americans. Like Paul who was involved in legal matters but it turned out for him to be an opportunity to present the kingdom and claims of Jesus.

**####) if you do not enforce this contract per the requirement of God's 8<sup>th</sup> commandment (maybe skip that and just cite Ezek 16), I will ask the Lord Jesus Christ to enforce it. In our house case, after 911, 2008's greta recession, though they had fraudulent and forged alleged contracts and proof of securitization fraud as well as clear cut violation of rights (due process, no trial by jury et al) they still ruled against me so drought prayer for and God answered.**

**####) was under SOME RELEVANT FACTS:** [its true but the point is they took away your gold and silver coin forcing you to use fiat currency, took away right to pay debts and forcing me to only discharge my debts; you could put this into a brief: **JUST BE BRIEF!!**] all this is exciting, interesting but has very little to do with your case. The Decl says gov. exists to **guard** the people's Creator endowed unalienable rights. Said Cx was written to create a gov. to **guard** said rights. To that end, the Cx also in Art. 1, Sect. 10<sup>73</sup> stipulates no State shall "*coin money; emit bills of credit; make anything but gold and silver coin a tender in payment of debts*", **thereby (as sworn H.D. ((much of it unrebutted by Rs e.g. *Exhibit 6* s pp 9-11)) in Cl's Ap Constitution Requires Gold And Silver Coin As Supported By Historical Evidence 1 -abbreviated Cx Requires proves) Cl was guaranteed a gov.:** **1)** authorized and required to use said "Coin" alone for payment of debts and **2)** prohibited from using bills of credit (the same as PC for the fathers). **As proved** by Cl's supports (e.g. Cx Requires and Collation e.g. pp. 35 # 45; 44-45 # 58, 86-88 et al) and as Rs **also** agreed contractually, **the fathers deliberately wrote Cx Art. 1, Sect. 10<sup>74</sup> as they did to guarantee guarding Cl's Creator given rights** to life, liberty, pursuit of happiness, private property, justice, tranquility, due process ET AL **and purposefully required/authorized only said "Coin" – cf ApPtK footnote 117 "parable" and made an "absolute prohibition" against all paper currency**

<sup>73</sup>See supports; **ApPt 31; Exhibit 31B1-** p. 50 "**The rights of individuals are infringed by...issuing paper money**" - Jonathan Elliot, Debates on the Adoption of the Federal Constitution, Vol. 1, p.424-5.

<sup>74</sup> For documentation **ApPt 32.**

(abbreviated **PC**) because in their words **PC** invariably violates said Creator given cluster of rights, is **“evil”, “fraud”, “pernicious”,** resulting in **“every species of fraud” and “injustice”**. Congress' 1792 Coinage Act gave a *mandatory death penalty* for undermining rights by debasing or **conniving at debasing said Coin**. Aps FathersWorldview and CxRequires prove the father's antipathy to **PC** arose from **moral grounds**, calling **PC** “fraud”, “Injustice” et al), Protestant catechisms forbidding “man-stealing”, unjust coins, weights and measures, **PC** being thought to violate these. Rev. John Knox Witherspoon (abbreviated **JKW**) and Roger Sherman (abbreviated **RS**)'s publications as well as the people **decried PC for violating “God’s law”, being “evil”,** corrupt and corrupting (ruining morals and economy), but held **gcoin** as biblical and just. **JKW**'s ancestor, Reformer John Knox, articulated the people's right to be free of gov. that tyrannized and enslaved by violating Creator given rights to do one's duty to obey God. **JKW** probably influenced the fathers, their Decl and Cx more than any. Supports show he warned gov and people **against PC, arguing that any but gcoin is corrupt and that corruption results in slavery:**

“Nothing is more certain than that a general...**corruption...make a people ripe for destruction.** A good form of government may hold the rotten materials together for some time, but beyond a certain pitch, even the best constitution will be ineffectual, and **slavery must ensue.**”<sup>75</sup>  
[emphases]

Because the F. Gov. violated Cx-al guarantees of **gcoin**, **CI**'s rights are violated and **Rs** corruptly made **CI** an involuntary debt slave (see **ApPt 32.8**). As supports (e.g. **ApVerifiedDecl** that also gives historical data (e.g. returns and claims for refunds dates, places filed and when mailed/received by **Rs**) prove, **R's June 1, 2009 letter** (and those following which had reference to and continued to presume the “CR” amount of **R's June 1, 2009 letter** was true and correct) **constitutes R's admission of their owing CI said refunds**. As **CI** proved, the correspondence between **CI** and **Rs** constitutes a contract that said refunds (and other funds) are owed **CI**. **CI** has shown that said amounts were specified and founded on circumstances of law, facts and evidences which his correspondences stated. **CI** communicated his historically documented and law and precedent grounded belief of **R's** duty to give him said refund amounts for said years by his papers filed and **R's** acceptance of said papers as well as their June 1, 2009 letter and subsequent correspondences as well as their silence despite required rebuttal and verification, thereby indicating **R's** acceptance of contract terms (though **Rs** sought to change contract terms by their

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<sup>75</sup> <http://www.billofrightsinstitute.org/educate/educator-resources/founders/john-witherspoon/> 1-7-2016

letters which were presentments/offers of re-contract). R's additional refusal to compensate CI with refunds despite agreeing (in their **June 1, 2009** letter et al) they are owed CI proves R's oppressing CI with rigor per Leviticus 25 (opposite the Liberty Bell's quotation) and Deuteronomy 15. **Thomas Jefferson** warned slavery will result in God's judgment (p. 36 **FathersWV**). Never lawfully amended (as authenticated **Exhibit [redacted]** shows) said Cx's gcoin guarantee (the supreme law of the land) still guarantees CI said gcoin and all the rights and defenses the fathers thereby guaranteed CI (Ap CxRequires and supports proving father's conviction gcoin has intrinsic value and properties that guard CI's rights while PC invariably violates them and thereby creates a situation where gov violates its very purpose: to guard CI's rights.

####) **[section 6789]:** The F. Gov violated said Art. 1, Sect. 10 by Executive Order(s) (see **Exhibits [redacted]**) and Statutes at Large 48, 48, 112 - **hereinafter SAL 48** (for which see **ApPt 32.5**) which removed or attempted to remove the gold by requiring or attempting to require the people to surrender their gold (their private property- **hereinafter PP**) for debt instrument PC viz., Federal Reserve Notes – **hereinafter FRNs**.<sup>76</sup> Said Order(s) and SAL 48 were an attempt to deprive the people of their Cx's guaranteed lawful money, gold first which **paved the way** for removal of silver coin later<sup>77</sup>. Said Cx-al standard of “**gold and silver Coin**” is **hereinafter gcoin**. SAL 48 thereby being repugnant to God's law (“You shall not steal” other's PP), the common law, and the Cx, SAL 48's requirement for said taking of the people's gcoin violates the Cx, the father's express intent and the people and state's will who ratified the Cx. The Cx never authorizing the **federal government**- **hereinafter F.Gov.**- to take gcoin from the people and circulation, the Cx **never being amended to allow paper currency (hereinafter PC)**, there being no treaties or Acts of Congress authorized by or agreeable to the Cx for said taking or for said PC, the Cx's express terms as a contract are violated<sup>78</sup> and CI greatly damaged. Congress defrauded the people of their PP and violated the very Cx they swore to uphold. The Cx requires SAL 48's said taking be ruled **null and void** by the courts and gcoin restored. Had CI said restoration, he would **not** seek the 5<sup>th</sup> AMDT's guaranteed “just compensation” (**hereinafter jcomp**) and which SAL 48 – until gcoin are restored- does **rightly** guarantee CI for said taking. As it is, CI's cluster of rights are violated and the Federal Reserve banks unrighteously<sup>79</sup> enriched by gov's coercive taking of

<sup>76</sup> Once FRNs promised redemption to the bearer on demand in gold or silver. These contract words were gradually removed, making said currency of no intrinsic value.

<sup>77</sup> At said later time those knowing what the Cx required had died off and children who heard parents speaks about it were already compromised because they were without gold, accustomed to living without it, so they were not so alarmed over their PP of silver being taken out of circulation. The next generation forgot their right to compensation for said taking, ignorant gcoin was required or circulated.

<sup>78</sup> Eisner vs. Macomber, 252 U.S. 189 (1920): “**Congress cannot**, by any definition it may adopt, conclude the matter, since it cannot **by legislation, alter the Constitution, from which it derives its power to legislate, and within whose limitations, alone, that power can be lawfully exercised**”.

<sup>79</sup> For what reason would government coerce Americans to give their gold to Federal Reserve banks?

gold. **The absence of gscoin** (directly and absolutely payable in a specified weight of said precious metals): **1)** infringes on Cl's rights as proved; **2)** exposes Cl to chronic problems and potentially serious crises that can (and unless America repents will) result from the economic and political instability of our currency system in which gscoin are not used; **3)** exposes Cl to PC's chronic depreciation, PC gradually losing its purchasing power so Cl's estate is gradually further confiscated; unless this court rules in Cl's favor, said taking of Cl's estate/PP occurs in violation of the 5<sup>th</sup> AMDT's a) jcomp clause; and b) due process clause; and **4)** restricts Cl's ability to fulfill and enjoy the Creator's mandates to Cl; the Creator's right to pursue and procure happiness by Cl's fulfilling his Creator given roles is restricted; **5)** undercuts the people's sovereignty as gov's creators, reversing the Decl's purpose for gov to protect the people's rights and resulting in gov's treating Citizens as those they are supposed to serve gov.

**5)** When the US removed, or attempted to remove gold, the F. Gov. was obligated per God's 8<sup>th</sup> Law<sup>80</sup> and the 5<sup>th</sup> AMDT to give "jcomp" – see **ApPt 97** for said taking of Cl's PP and guaranteed gscoin. As **Exhibit \_\_\_** shows, SAL 48 guaranteed<sup>81</sup> for said taking "dollar for dollar" compensation for "Every obligation" Cl incurred in the then imposed FRN PC. SAL 48's guaranteed remedy was required per the 5<sup>th</sup> AMDT's jcomp also to prevent making Cl a permanent debt slave with no escape, forced to use debt to discharge debt and thereby entering ever deeper debt.

**6)** GGGGHHHH: Cl mailed Rs affidavits with **assertions** about his claims **demanding a rebuttal** in counter affidavit if Rs **at all** disagreed with Cl and further **informing** Rs by cited authorities that R's silence after a certain time would result in R's acquiescence to Cl's claims and form irrevocable, enforceable contracts with Cl's affidavits. As shown in Ap, Rs did not rebut Cl's assertions, so per authorities in **ApUnrebut** Rs formed contracts with Cl. Cl's subsequent affidavit correspondences told Rs contracts had been formed and Cl gave Rs repeat chances to rebut any and all of Cl's assertions in counter rebuttal. Rs were silent. However, though sworn to uphold the law and Cl's rights, though **ApUnrebut** declared contract formation in Cl's favor, Rs **kept** withholding lawfully, contractually owed

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Whatever reason is claimed it: 1) violates God's law per Ap BibleTeaches, His 8<sup>th</sup> and 9<sup>th</sup> laws and principles of Leviticus 25, Deuteronomy 15 and I Corinthians 7 for Christians; 2) the Cx.

<sup>80</sup> "You shall not steal" -Exodus 20: 15 which the common law and fathers understood to require as the Westminster Larger Catechism Q&A 141 says in summary: "rendering to every one his due; **restitution of goods unlawfully detained from the right owners thereof**; ..endeavor, by all just and lawful means, to procure, preserve, and further the wealth and **outward estate of others, as well as our own.**" [bold]

<sup>81</sup> Or if any argue they were not so guaranteed, **should have** been guaranteed per the requirement of the 5<sup>th</sup> AMDT's "just compensation" clause in light of the Cx-al requirement -and thus the **people's recognized and fundamental right** to hold and circulate said gold and silver coin- as well as its guaranteeing the Decl's said Creator endowed rights to private property, due process, justice, common law, trial by jury, life, liberty and the pursuit of happiness and other rights so endowed by the Creator as revealed in His law in Scripture as well as secondarily in His natural laws. For further rationale of the requirement of the "dollar for dollar" compensatory refunds to safeguard Cl's rights, see **ApPt 33**.

refunds and engaged in unlawful debt collecting acts, violating laws and Cl's rights as proved in supports, placing lying liens against him, harassing, abusing and threatening fines, levies and prison. Cl consistently rebutted R's lies and offers/counteroffers and reiterated laws and contract terms formed earlier.

####) point out THEIR wrong in THEIR letter:

1-make this as simple as possible for the court; if not now, enforce then asking the LJC to enforce

2- expose [and lest had run in vain and if I am a man of God 2 Kings 1: ni one endangered God's reputation or were willing to say God had misled them: God does not mislead: both were willing to say: if I am right/in case or lest I had run in vain; ask others to test my life and ministry with me;

3-

4- appendix was unlimited in size; given the scope and depth and importance of these matters and your putting people in prison (SAY OR NOT?); nothing about double sided; re see through HJ: how could you even read what I wrote and quote it if it was so terribly hard to read? Say I'll refrain from overcoming these criticisms: technical trumping over substance again. Try for this and that/sit else Jesus enforcement I call for.

####) EXPOSURE PROPHETIC: book title: Exposure of our being robbed and of our need to return to the Christian God through Jesus

####). see Jesus the Great Debate: the words of the once skeptic who said these things are of so momentous effect if I am true;

a) consider what I wrote in FathersWV; CxRequires; like I wrote: you do NOT need to read it all: persuasive and shield incase you try to say I am trying to defraud the US et al;

b) SAY: in **brief in support**; without saying so as much a sermon as a petition for redress and complaint; context dictates interpretation; as Hepburn Griswold words understood in terms of context; thus jcomp for taking gscoin

must be interpreted by the words the author of the constitutin's money clauses give; not hard to know because written in Caveat; if you say sAL 48 never meant any such thing, why Mk Love? 10-100 others? Why Rs' correspondence? Refund status? And even if it were true, Rs pursuant to contract law formed contracts that they are required to perform on. Proof of their conversion and udc on the same is not hard to come by: letters exhibits; further, they agreed and formed implied contracts with Cl that they did so; where is my money.

**To FCOC and them:** *[ask the Lord for confirmation and wisdom: do I bfring these wrods prophetically to the FCOC with cc tot he Senators and Reps and relatives, family, friends and others or not? Why not is what I say: for then I expose, reprove, make known,preach the gospel, and petition for redress and warn what God will do in His way and time if they refuse.*

I made known judgment for three transgressions by 911. this matter brings out a fourth transgression and you'd better listen because God's standard operating procedure in terms of judgment for nations is: for three...;

This fourth one enables and provides the resources to fuel the other transgressions. Ignorance abounds about this so you need to learn.

Amos 2: pair of sandals; we don't even use silver anymore! From that standpoint you could say we're more terminal in our sin condition than Israel. Pant after the dust of the earth on the head of the poor; took gold; then took silver; then took copper; forced us to use only debt instrument FRNS by which to underhandedly steal our labors, hours and years and much of our lives (30 years for a house), guaranteed us refunds but refuse and or otherwise failed to give them, told us go to court for refunds [exact language]; took home and property; even after go to FCOC and know contract terms 1M for "each" "occurence" of udc right's violation,



dare to continue. Incorporate into the fraud on fraud game?

**Look, read and marvel:** pursuant to both God's law word (Dtu ) and America's still supreme law you by your actions are guilty of making involuntary economic slaves of me and others (aka kidnapping or man-stealing) are therefore worthy of a mandatory death penalty and unless you repent and bear fruits of repentance (restitution, justice, performing your contracts with me) I **refuse** any longer to be your involuntary slave and if you refuse to do justice and release me (Antoher911 warning: shemita Cahn references (though I am not sure the requirement of every 7 years was by providential coincidence or if God truly wants every 7 years to release though I am inclined to think the latter due to Messiah's words in Matt 5: unees and until He abrogates or says its fulfilled it remains) from involuntary slavery, I believe I have the right and duty (?? Declarattion?; Ex. 22; Jerem32 et al) to ask God who is the supreme Judge of the world above you to enforce His law, Ameica's supreme law and the contracs you refuse to enforce. If God would permit me to be killed by you, from heaven I would pray God either mercifully saves you and your household (He even saves households- Acts 16: 31) by causing you to repent and bear fruits of repentance, or as a Just Governor who bears the sword not in vain, avenges my death by taking your life (He even threatens your family's life as well- Exodus 22). His word is above all men and nations and He is the Enforcer of it whether you like that truth or not. According to His supreme over all law word at I Peter 2: 13-14, you are required to obey the supreme law of the land which also requires you to follow the Constitution's "gold and silver Coin" requirement, its Fifth Amendment's "just compensation" requirement and the supreme law's 1792 Coinage Act Sect.19 that requires every government employee or officer suffer **death** for violating rights by taking away gold, silver and copper (the US government has). Does not God's word declare and assure all nations that if those entrusted to do right and enforce the law refuse and or otherwise fail to do so that He will not do so? Is He not mighty to save in mercy and mighty to judge in justice? In 2 Chronicles 15 the people of Israel entered covenant that any who would not seek the LORD would be put to death. Given our natin's covenant in its still supreme 1792 Coiange Act and your entering into covenant by oath to uphold and perform the supreme law of the land, what according to God's word (Exodus 21: 16; Deuteronomy 24: 7; I timothy 1...) and the supreme law of the 1792 Coiange Act is the righteous penalty for all officers and employees of government to suffer for breaking contract? Would I not have just cause to bring a complaint to Him? And petition for Him to enforce these mandatory death penalties



on you? He has righteous cause to take your life? Did not His Angel of death come and take the life of each firstborn of Egypt in the night without a human finger? He needs no man except the Son of Man to do His will (cf. Job \_\_\_). But then again, perhaps He will use a man. If He determines He will destroy you and enforce for brea in this case ceremonial part only the general equity: perhaps God was . You refuse to hear my petitions and always turn them back to me saying I did something wrong, whiel you are the ones who do wrong. You are so unlike God who is righteous and just. When I bring my petitiнос to Him, He – even if they are not perfect- perfects and accepts them in the blood of His Son Jesus- and answers them righteously and justly and with mercy to His praise. So then, because you refuse to listen, I have already called on Him. And if you do not this time rule in my favor, I am petitioning Him for redress of grievances which to re-align things with His righteous standards will not be a pretty sight any more than a just war, yet justice and righteousness are beautiful and to be sought after when men, leaders and nations refuse to do right.

**Attitude and approach** [even if I do not tell them this]: 2 Kings 1: I am not going down, I am not going to be hindered in my mission to preach the gospel to Israel; God's glory, the honor of His Word/Son, eternal souls by the billions are at stake. They try to put me in priso or anything I am asking God to reign down wrath on them. You are under a death penalty; . What a wicked government that oppresses the needy, murders and protects the murder of innocent children who die by the thousands everyday in your country, promotes gross immorality like sodomy and follows after idolatry and witchcraft.

You fault us, lie about our documents, twist or let others our words and otherwise defraud us. God called us to this house battle and to this suit for our refunds and so if you refuse us we bring it before Him having already exhausted all human means so that we now rightly Appeal to Heaven as our founders did, asking Him to interpose and justly judge bewteen us and you and deliver our refunds.

See the post script I wrote in the kia after got the letter.

Senator Sessions: you know the truth. How we shared with you james' prayer for 911, calling us to repent of our three sins of idolatry, murder by abortion and immorality. You helped us get the prophetic like call to President Bush.

your office heard Castle default matter;

th all james shjare with all.

Though their own writings admit they owe us, though their contracts formed state they owe us millions in refunds and hundreds of millions in other funds, they go on udc as proved by Exhibit [REDACTED] dated 11-28-2016 from IRS "MARIBEL SAFFOLD", continuing to threat to do even more "Enforced collection...placing a levy on your bank accounts, wages, receivables, commissions, etc....seizing and selling your property, such as real estate, vehicles, or business assets.. ¶ To prevent collection action...pay the amount you owe by 12/13/2016." Pursuant to contracts formed with Respondents, they owe Claimant for these four additional udc acts an additional \$4,000,000.00.

The gall Respondents have is mind reeling. Pursuant to contracts, they owe us "immediately" (meaning they must give refunds and other funds to in less than 21 days and for sure within six weeks of their receipt of our complaint), yet they the court not only denied us justice but Respondents continue to pursue their threatening udc letters!

"garbage bags": Put us down. God made allowance for the poor to bring a turtledove offering and accepted their inability. We had no funds to buy bankers boxes so we used clean paper grocery bags for the clerk easier to keep documents organized. What do you put your groceries in? what appears to be garbage bags? And speaking of worthless garbage, fiat currency.???

I did not write in Portugese but English.

December

We've in another matter gone from the least to the highest court. The corrupt court system perverted justice so we have precious little more time, energy or resources.

Need a Jeff smith goes to Washington lady advocate to advise what to do: filibuster et al

1670 ? No! Refused 1<sup>st</sup> amendment right: dictated either abridge and submit to having less than 1% change to be heard by agreeing you have no Creator endowed unalienable right of petition for redress and where we specify to you our terms of abridgement (so many pages) ? NO! God given right! As said: gGod forbid. Cf filibuster without limit as necessary for truth and justice to prevail. And our case Christ at God's right hand is surely watching with avid interest given the significance it portends and has.

Use Decl “service; Tyrant: noah webster deifntion;

SJFG: all NationalSec iruty et al on Anchor

1. get defaults from D Jones and others re more recent 1 million per UDC violatino and put into NewVerified amended FCOC

Be a herald of Messiah's cross.

163 footnotes reflects the reality of where courts are at: people compare them to walking into a minefield where as Isaiah says you condemn or snare a man for a word; because the courts are generally court I define and caveat nearly everything I say knowing some of the many tricks the courts do. Only because God promised me favor do I even seek to come into your court like Moses into Pharaoh's court for favor.

47 pages: a) not statutory; b) not even against your rules given list of authorities and other things to not count; c) not done til now in part b/c followed counsel of a professing Christian attorney and church leader who said possible that someone would try to arrest me so waited until after the matter was appealed all the way tot he highest court in the land; it too denying our rights and proving the truth of lest to greatest coveteous Jerem. 4-5, refsuins to repent despite our message from God's word and our firsthand sorn testimony that God brought judgment against our land in 911 for its 3 sins, and even though we told them our case involves National Security as much as 911 was a national security matter, we go to the church and if for our obedience to the LJC we suffer then BC persecution for its rebuking its for its errors then let all the world see what kind of a “free country” we live in and have become and let us then go to be pilgrims to find a new place to settle and advance the christian faith as the Mayflower Compact said the Pilgrims came here for.

Renaming/Isaiah 5 in this country to evade the clear force of God's word, just as people twist Scripture to their own destruction, to alleviate conscious: fetus/child; homosexual marriage, dollar, due process, justice; tax, health care - near opposite often than what you in government say. Liberty/freedom in law not v god'slaw: Psaslm 19: 45

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**THERE ARE MANY THINGS IN**

“””” **Another Petition 8888888**”””” needing to be put into here: add them in before you call this finished! Such as bart Kidds liens against him for which we get anohter 1 M et al per letter et al

somewhere if judge to do so put: **'Knowing from** personal experience the court's turning aside justice Claimant proved via HD...; do not reprove them except as is NECESSARY; is God's providence turned the tables on you, giving you a picture of how it is like for ordinary Americans to deal with, read and understand all your myriads of statutes...

Or maybe best to title it: VerifiedPetitionForRedressOfGrievances : all/100% resorting to America's founding fathers original first amendment ;

1. The apostle Paul cites his rights: in Acts 16: 35-40 no you will not dismiss me like this; succinct response to their unjust dismissal response: first amendment;

YES DO TELL FCOC ABOUT 911 BECAUSE: 1) I must keep all 4 commands and if they do not actually enforce said contracts they might as well know that I am going to ask Jesus to enforce them because I am not going to resort to the Supreme Courat after 1) their horrible disobedience to God and rejecting His owrd so what wisdom do they have 2) gross flagrant unconstitioanlity 3) house case 4) drought and fire; so FCOC either enforce or I willcry out to my God per Exo 22; so I have to share about 911 and then also the others to let them know it is not just like thishapened once either: severaltimes; so if you do notobey God'sword reality is that He iwllpunish you in His time and way

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I'll appeal to the LJG and He will in His time and way answer me again [based on]

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in it say something like this: given taking gsccoin, forcing, conversion of refunds, udc Congress' sword for Americans was appropriate. Did congress require an Ameican suffer 10 years of udc before they were able to obtain 1 M? No. Require be battereda with many acts of udc? No, could just be one. In Cl's case it was most appropriate 1 M per udc occurrence and Rs formed implied contracts to that amount.

Specific targest: unless you enforce said contracts,i pray the Lord jesus Christ will cause you to be hanging between life and death where you remember this His wWORD, America's supreme law's requirements and your duty to enofrce said contracts so that you do so. Or if you persist in refusing that







b) Mark 11: 24; Gene 24: 51; Joel 2: 25; I Cor 2: 9; to confirm Eccl 5 and claim re 911 re Jesus;

c) RS Caveat, SAL 48 et al

d) RJ, TS, MALove

e) IRS June 1, 2009 letter et al [take copy with]

f) contracts per authorities Legv 5 19 num 30

**RELATED MATTER TO DISCUSS WITH DJB and family;**

1) God's , common and supreme law req gold and silver coin and show that failing or refusing to keep this result in tremendous corruption of government oppression, injustices and frauds as both Hebrew prophets and American founders warned;

2) thus though after RS went to court and seeing it uphold fraudulent currency advocated effectively "Refunds" that "make Good" in "full Value" for gov taking and forcing, thereby got Fifth Amendment guarantee and when they later took the gold got SAL 48 "dollar for dollar" FRNs, yet if you study the Word, you see its really wrong too ultimately in the long wrong for government to force such currency and even to give "Refunds" that "make Good"/give some form of release/shemtah or compensation for taking gscoin and forcing worthless currency by which gov plunders our property/estates; yet I will say: if we are like RS and cannot help it, cannot ontrol the gov but it refsues to repent we are a) in a form of captivity so Jer 29 and I COr 7 apply but then we may also say: I call on you gov to repent, I will preach to you per Psalm 138 and I will pray IP agains tyou too to see God bring plagues on you til you repent; particularly you America set up on God'sword and your law too arising out of the context of God's word and out of the Christian common law, you are especially required and accountable to follow God's, common and America's suprme law and if you refuse/fail I will call down God's wrath to enforce His law: (Deut 24: 7, Ex 21: 16, Jere 34, Ex 22 et al; so RS Caveat was wrong to settle only for "Refunds" in the form of worthless currency the government put uout aafter it took away gold and silver coin; true just compensation Refunds took place to some degree but a) not according to LAW: God's law that requires gscoin, nor common law, nor the CX and 1792 which require gscoin and death penalty; I Chron 21 David did not give Ornan some other currency but gold; and that, arising out of the Bible, common law and Cx is what the Cx itself requires as "just compensation" : gold and silver Coin, not FRNs so when it promiess me then gold and silve rcoin and says that just cmopensation is to be given, it must be given in gscoin; and if not deathpenalty per 1792 ; plus have contracts for "silver dollars";

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*depredation; engrossing commodities to enhance the price; unlawful callings, and all other unjust or sinful ways of taking or withholding from our neighbor what belongs to him, or of enriching ourselves; covetousness; inordinate prizing and affecting worldly goods; distrustful and distracting cares and studies in getting, keeping, and using them; envying at the prosperity of others; as likewise idleness, prodigality, wasteful gaming; and **all other ways whereby we do unduly prejudice our own outward estate, and defrauding ourselves of the due use and comfort of that estate which God hath given us.***

*Therefore I seek restitution from the court, justice and truth according to God's definition of these in Deuteronomy 19: 19 et al (which Respondents agreed to by forming implied contracts with Claimant)*



3) yet I realize we are in captivity so our situation compares to Jeremiah 29 and I Cor 7: if you can be made free: seek the peace of the city true, yet called to teach it to repent and believe and obey all of Christ's/God's commandments which also includes gold and silver coin;

4) am I over righteous to call for gscoin restoration or threaten judgment???: NO YOU ARE GOD'S AMBASSADOR: God is judging us already for at least the related frauds and injustices as shown by your house case of 2016 drought and 3 fires and He will continue to until He grinds us to powder if we do not repent;

5) yet until I first fulfill all righteousness I will refrain from right now at least calling on the Lord Jesus for judgment for not restoring gscoin but for not giving refunds and other funds and for not restoring house and related wrongs I will call for judgment if I do not see them do right as God's sword requires; but for the restoration of gscoin I will give more space to repent because even though God requires gscoin and so does the American supreme law and even though there is a death penalty, yet a) it can take time; b) have to think through it; c) need to pray and ask God for forgiveness and then seek His face for the wisdom how to switch it all over; d) Israel's salvation is probably in there somewhere too;

6) any reason to ask for silver dollars per my contracts with Rs? CONSIDER THAT I SHOULD JUST SEEK THE FRNS until God tells me to do otherwise because 1) God told me to do the refunds in OID FRNs; b) IRS acknowledged REFUNDS in FRNS; 3) God told me to get legal enforcement of refunds FRNs; 4) God gave me proof in RS Caveat of "Refunds" in FRNS worthless currency; 5) true contracts for "silver dollars" too yet also FRNs so not wrong to see FRNs; not breaking contract; 6) harder to move silver and protect it than FRNS; 7) can still convert later if want to to gscoin; 8) God not told me to do silver or gold but did say refunds FRN; 9) did talk about 100 fold and more but not about silver or gold; 10) could use as Warning either give FRNs or I will or could demand "silver dollars" pursuant to contracts or ask the Lord Jesus to give judgment: but not until after 2 Cor 10: 5 follow through;

## **CONCERN THOUGH: DJB re Bonnie Sult and Dinar:**

**how phrase in case revalue dinar and US dollar plummets?**

**Review words I already have**