

**DEED OF SECONDARY CONVEYANCE OF INCORPOREAL
HEREDITAMENTS
AN AUTHENTICATED FOREIGN DOCUMENT
HAGUE CONVENTION, 5 OCTOBER 1961**

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**PUBLIC NOTICE,
DECLARATIONS,
AND
LAWFUL PROTEST**

THE LAW DOES NOT PERMIT IMPOSSIBILITIES

Accomack County)	
)	Asseveration
Virginia Republic)	
united States of America)	L.S. _____
		Signed only in correct public capacity As beneficiary to the Original Jurisdiction.

NOTICE. The term "Original Jurisdiction" herein and in all other documents issued by James-: Jones III means the constitution for the united States of America, anno Domini 1787, and articles of amendment anno Domini 1791 and other original parent agreements as indexed in Paragraph Number 12 below.

FIAT JUSTITIA, RUAT COELUM
Let Right Be Done, Though The Heavens Should Fall

I, James-: Jones III a/k/a James-: Jones of the family Jones III, in public capacity as beneficiary to the Original Jurisdiction, being of majority in age, competent to testify, a self realized entity, a free Man/Woman upon the free soil, an American citizen of the American Republic, My yeas being yeas, My naves being naves, do hereby state that the truths and facts herein are of first hand personal research, true, correct, complete, certain, and not misleading, so help me GOD.

PUBLIC NOTICE

THIS DOCUMENT GIVES NOTICE TO all Public Officials by and through the Office of the Secretary of State, the United States of America a/k/a UNITED STATES a/k/a U. S. a/k/a UNITED STATES OF AMERICA, and the Office of the Secretary of State, the State of Virginia a/k/a VIRGINIA a/k/a STATE OF VIRGINIA a/k/a VA a/k/a "this State" and to all whom it may concern, of the DECLARATIONS, LAWFUL PROTESTS and other matters contained herein.

DECLARATIONS

APPELLATION, STATUS, AND FACTS

1. **KNOW ALL MEN BY THESE PRESENTS**, James-: Jones III a/k/a James-: Jones of the family Jones **does hereby state, assert and aver all of the following:**
2. James-: Jones III is a **living breathing free Man/Woman upon the free soil**, an American citizen of the American Republic, beneficiary to the Original Jurisdiction.
3. James-: Jones III is **not a United States Citizen, subject, vessel or “person”** as defined in Title 26 United States Code, Section 7701 or elsewhere, or any other *ens legis* artificial person, individual, entity, fiction of law, procedural phantom or juristic personality, notwithstanding the reproduction of any such fictions in any media, computer, record or instrument, written or electronic.
4. James-: Jones III is **foreign to the United States and retains official authority** within their chosen jurisdiction. As beneficiary to the Original Jurisdiction, the above is not subject to nor does volunteer to submit to or contract with any *ens legis* artificial or corporate jurisdiction to which a United States person may be subject.
5. James-: Jones III **reserves all Rights, Remedies and Defenses** granted to him by God and memorialized by James-: Jones III's correct public capacity as beneficiary to the Original Jurisdiction.
6. James-: Jones III **waives no Rights, Remedies or Defenses** nor yields imprescriptible Rights **including, without limitation, the Right to movement and travel without restriction, permission or license in any conveyance of their choosing on any public roadway in America, and the right to bear arms for the protection of their family, friends and neighbors without restriction**, unless such waiver is specifically done so in writing.
7. James-: Jones III **does not volunteer, consent or contract** to being identified as, of, or connected by any nexus to, any institutional, bifurcated, public *cestui que* trust or other fictional construction of law or *ens legis* entity of a political state or subdivision thereof, in any capacity including, without limitation, as trustee, co-trustee, surety, co-surety, officer co-officer, fiduciary or co-fiduciary.
8. James-: Jones III **reserves the nature and character of their exact and proper designation as:**

James-: Jones III

or in the alternative, James-: Jones III **of the family** Jones III , which shall be spelled written, formatted, printed, engraved and inscribed now and in perpetuity in all media exactly and precisely as just above-written with a first and second given name separated from, and joined to, a family name by a mark of punctuation or the words “of the family”; with the first letter of each given and family name being capitalized and all other letters being written in lower case fully in accord with the Rules of English Grammar.

9. **Trade Mark notice.** The name James-: Jones III by common law is Trade Marked TM and all trade names and derivatives thereof, whether or not registered, are Trade Marked TM by and property of James-: Jones III to whom all rights are reserved. The use thereof without the express written **permission** of James-: Jones III creates a voluntary and informed consensual contract obligating the unauthorized user to the payment of a Trade Mark infringement fee as

follows:

A Trade Mark infringement fee in the sum certain of ten thousand dollars (\$10,000.00) lawful specie, gold, or silver, American mint, or certified bullion, Lawful coin money at current spot market price pursuant to the Constitution for the united States of America, 1787 anno Domini, amended anno Domini 1791, Article 1, Section 10, Clause 1, shall apply to each unauthorized use of the designation James-: Jones III and to each attempt or event of conversion, alteration, distortion and/or misnomer whether by improper spelling, abbreviation, capitalization, initializing, reversal of parts, or conversion to a fiction of law or other juristic personality or artificial being.

10, Clause 1, shall apply to each unauthorized use of the designation James-: Jones III and to each attempt or event of conversion, alteration, distortion and/or misnomer whether by improper spelling, abbreviation, capitalization, initializing, reversal of parts, or conversion to a fiction of law or other juristic personality or artificial being.

11. **The legal doctrine of *idem sonans* is inapposite to James-: Jones III** whether oral or written; all such improper usages and misnomers comprising infringement on the above-noticed copyright.

12. James-: Jones III **does hereby accept the Original Jurisdiction**, to wit:

- A. Constitution for the united States of America, anno Domini 1787, Articles of Amendment anno Domini 1791;
- B. National Bill of Rights, anno Domini 1776;
- C. The Northwest Ordinance, anno Domini 1787
- D. Constitution of Virginia, anno Domini 1776;
- E. Bill of Rights for Virginia, anno Domini 1776.

13. James-: Jones III does hereby further state, assert and aver the following facts:

a. It is well established under public policy that citations, legislation's, prescriptions and other presentments issued by government bodies politic on the alleged authority of State codes comprise a cloak to disguise collateral undertaking in U.S. Funds. All such offers want for authority under original organic State Constitutions pursuant to which they are forbidden and can never be duly enacted.

b. The U.S. a/k/a the United States is defined as a federal corporation at Title 28 USC 3002(15).

c. The United States is bankrupt pursuant to Perry v. United States, 294 US 330-381 (1935); 79 L. Ed 912.

d. United States is an obligor/grantor to the Federal Reserve Bank pursuant to the Federal Reserve Bank Act of December 23, 1913, 38 Stat 265, Ch 6.

e. The said Federal Reserve Bank Act comprises a contractual granting by Congress to the Federal Reserve Bank of a paramount and enduring (ex-warranto 1913-1933) lien on the assets of the United States and all parties who would use bank notes issued by the Federal Reserve Bank pursuant to 38 Stat 265, Ch 6 p266-267.

f. The Congress of the United States, by authority of the Gold Bullion Coin Act of 1985, PL 99-

185, December 17, 1913, 38 Stat 1177 has decreed its intention that all Americans can no longer be forced into an obligor/grantor status in relation to said Federal Reserve Bank Notes.

g. The Constitution for the united States of America, 1787, Article 1, Section 4, Clause 2 (1856) states that Congress shall assemble at least once in every year, which shall be the first Monday of December. Notwithstanding, Amendment XX, Section 2 (1933) states: “The Congress shall assemble at least once in every year, and that such meeting shall begin at noon on the third day of January, unless they by law appoint a different day.”

14. The Constitution cannot be in conflict with itself. The *de jure* legislature of the united States of America identified as “Congress” in the aforementioned Article 1, Section 4, Clause 2 (1856) adjourned “*sine die*” in 1861. Evidence of its reconvening in the absence of a congressional quorum has not been exhibited by the United States. The national legislative body discernible in Amendment XX, Section 2 first appeared in 1863 by executive resolution as a department of the Executive Branch of government pursuant to “Emergency War Powers.” This *de facto* “Congress” was conceived and continues to sit at the pleasure of the president of the corporate *ens legis* UNITED STATES.

15. The *de jure* private people who, by their inherent character *in rerum natura*, are **foreign to and wholly without the corporate *ens legis* United States** are not subject to the actions, acts and whims of the *ens legis* Congress of the corporate UNITED STATES. Accordingly, living Men *in rerum natura* are not subject to the Federal Reserve Bank Act of December 23, 1913 which wants for force and effect of law in the Original Jurisdiction.

16. Disclosure of the facts and frauds stated herein has been denied to James-: Jones III in their rightful capacity as beneficiary of the Original Jurisdiction by an extraordinary and persistent policy of covin, conspiracy, and collusion constructed and condoned by the UNITED STATES Congress, Amendment XX, the Federal Reserve Bank/System, and contractors, agents, assigns, successors, heirs, representatives, obligors and grantors thereof.

17. It is well settled in law that “no right, by ratification or other means, can arise out of fraud.”

18. By this PUBLIC NOTICE, DECLARATIONS AND LAWFUL PROTEST, the following addendum is attached by reference herein in its entirety to any and all Federal Reserve Notes, public policy instruments, and documents regardless of kind arising from or relating to the Federal Reserve Bank/System which are held, received or used by James-: Jones III now and in perpetuity:

“The use of this instrument/conveyance by James-: Jones III is of necessity only and under Lawful Protest, *nunc pro tunc* to December 23, 1913, in the absence of a reasonable alternative.”

19. **The labor of James-: Jones III is measured and valued *quantum meruit* exclusively in gold and silver coin.** As the value of such labor is tangible, it cannot be measured by any instrument which serves as evidence of debt, notwithstanding that the operational currency of the corporate UNITED STATES consists exclusively of instruments noted thereon to be evidence of liability.

20. James-: Jones III **hereby expressly states their intention to pay**, extinguish and satisfy all of His/Her obligations and make all parties whole. Accordingly, James-: Jones III specifically disavows the use of “discharge” as a fraudulent transaction which implies payment but serves to covertly transfer the debts of James-: Jones III to other parties contrary to James-: Jones III’s deeply held Scriptural beliefs under God.

21. James-: Jones III is not now and has never been a United States Citizen under the Fourteenth Amendment of the *ens legis* Constitution for the corporate UNITED STATES, notwithstanding any failures to properly pass the said amendment into law.

22. James-: Jones III **has the absolute unalienable Divine right to keep and bear arms** of any kind for protection of Self, family, and neighbors, by his/her own will and this DECLARATION.

23. James-: Jones III **has the absolute unalienable Divine right to move and travel upon all public roadways** in America, of whatever kind and nature, in whatever mode or carriage of transportation He may choose, without license or permission or any other infringement of that right, by His/Her own will and this DECLARATION.

24. In addition to all of the above, James-: Jones III retains all of the Rights as enumerated and protected by the constitutions, bills of rights, and ordinance pursuant to the Original Jurisdiction.

LAWFUL PROTEST

25. **As it is a crime to conceal a crime and a fraud to conceal a fraud, James-: Jones III makes Lawful Protest against, abjures, denounces, refuses, takes exception and does not assent to:**

26. The formation of any institutional, bifurcated, public, *cestui que* trust in violation of the copyright of James-: Jones III previously declared herein.

27. Any allegation or presumption that James-: Jones III has consented expressly or tacitly to being a Citizen pursuant to the Fourteenth Amendment of the *ens legis* Constitution of the UNITED STATES.

28. Any pledge, mortgage, lien or encumbrance by the Council of State Governors, March 6, 1933 which would identify James-: Jones III as a security, surety, co-surety or collateral for any part or portion of the public debt which has been hypothecated by the use of counterfeited Federal Reserve securities.

29. The forced involuntary use of U.S. funds such as Federal Reserve Bank/System notes, commercial liability instruments and electronic liability transactions as part of a scheme to compel the principals to impart artificial commodity value to the liability evidenced thereon, on the authority of MacLeod v. Hoover, (June 22, 1925) No. 26395, S. Ct. Louisiana; 105 S. Rep. 305, that court citing U.S. Bank v. Bank of Georgia, 23 U.S. 333, 10 Wheat, 333, 6 L.Ed. 34.

30. Any presumption that James-: Jones III has volunteered to be a debtor in possession of Federal Reserve Notes with expectation of a quid pro quo; a guarantor/surety/co-surety on the lien created by the Federal Reserve Bank Act of December 23, 1913; a party to any confidence game, scheme, forced or *cestui que* use whereby paper wanting inherent value is placed into circulation by the Federal Reserve Banks in lieu of Constitutionally required gold or silver; a party to the failure of public officials and Federal Reserve principals to provide full disclosure of the liabilities and perils of using private scrip, instruments of debt, corporate U. S. obligations, and Federal Reserve Notes as inauthentic replacements for lawful money.

31. Any presumption that James-: Jones III has at any time expressed or implied a promise to guarantee the debt hypothecated by the said Federal Reserve Act, the private debt **of the**

corporate UNITED STATES, or any obligations of the Federal Reserve Banks, agents, contractors, assigns, successors, heirs and grantors thereof, now and in perpetuity.

32. Any presumption that James-: Jones III has at any time volunteered expressly or tacitly to join as a co-conspirator in any fraud, conspiracy, covin, collusion, confederation or joint business venture operated by the *de facto* STATE OF VIRGINIA and the corporate *ens legis* UNITED STATES as a surety, co-surety, guarantor or other obligor.

33. Any attempt to induce James-: Jones III to act as a tort feisor to the Constitution for the united States of America, anno Domini 1787, where at Article 1, Section 10, it states “No State shall . . . emit bills of credit; make anything but Gold and Silver Coin a tender in payment of debts,” all such offers being refused for fraud.

34. Pursuant to the Original Grant of Depositum for Bailment via the 1776 Constitution of Virginia, James-: Jones III makes Lawful Protest against, abjures, denounces, refuses, takes exception and does not assent to the calculated use of legal fictions to undermine and convert the political Will of the People on the free soil of the organic country known as Virginia into **a legislative democracy that transforms the free People into subjects of the municipal law of foreigners within the geographical exterior boundary of Virginia and contrary to the Northwest Ordinance and the original Grant of the People, September 17, 1787, anno Domini, as amended 1791, anno Domini.**

DEMANDS

35. **DEMAND IS HEREBY EXPRESSLY MADE TO IMMEDIATELY:**

36. **RETURN THE DEPOSITUM FOR BAILMENT** to James-: Jones III in his/her capacity as descendent by blood of the original Bailor/Grantor/Settlor and his/her endowment to warrant same by Almighty God, pursuant to the terms, conditions, stipulations, exceptions and reservations contained within the Original Grant.

37. **ACKNOWLEDGEMENT, RECOGNITION AND RETURN BY THE BAILEE OF THE SAID DEPOSITUM OF BAILMENT** to James-: Jones III as repository trustee for the Original public Trust.

38. **EXHIBIT THE AUTHORITY** whereby James-: Jones III can be compelled, forced or enticed to falsely act as a tort feisor to Article 1, Section 10, Clause 1 of the Original Grant against his/her will by using the aforementioned fictional bank notes within a scheme of discharge disguised as payment. Failure to so exhibit within thirty (30) days of PUBLIC NOTICE comprises stipulation that no such authority exists.

39. **EXHIBIT THE AUTHORITY** whereby James-: Jones III can be compelled, forced or enticed to falsely present himself as a United States Citizen/person in violation of the Fourteenth Amendment prohibition against slavery and involuntary servitude. Failure to so exhibit within thirty (30) days of PUBLIC NOTICE comprises stipulation that no such authority exists.

40. **ADMIT OR DENY** that all actions of the UNITED STATES, the STATE OF VIRGINIA and all political subdivisions thereof whether judicial, administrative, municipal, county or otherwise are by their nature actions *indebitatus assumpsit*. Failure to respond within thirty (30) days of PUBLIC NOTICE comprises admission of an ongoing Fraud against the beneficiaries of the Original Jurisdiction

“Suits as well as transfers may be the protective coverings of fraud,” *Steelman v. All Continent Corp.*, 301 US 278, 81 L. Ed 1085; *Shapiro v. Wilgus*, 287 U.S. 348, 355, 53 S.Ct. 142, 144, 85 A.L.R. 128. “The fact that the means employed to effect the fraudulent conveyance was the judgment of a court and not a voluntary transfer does not remove the taint of illegality,” *First National Bank v. Flershem*, 290 US 504, 78 L. Ed. 465. “... it is obvious that the fraud did not occur in open court nor in that sense enter into the decrees under attack, hence the fraud of which we complain was not susceptible to insulation. In the language of *Shapiro v Wilgus*, 287 US 348, 77 L. Ed 355. It was part and parcel to a scheme whereby the form of a judicial remedy was to supply a protective cover for a fraudulent design.” Also, *Steelman*, *supra* *Flersham*, *supra*, *Braun*, *supra*., “That in the absence of an adversary trial or decision the distinction between extrinsic and intrinsic fraud becomes immaterial and made clear by the following from the *Throckmorton* opinion,” 98 US 61, 65, *Braun*, *supra*.

41. **EXHIBIT VERIFIED EVIDENCE** proving the time, place and nature of full disclosure of the benefits, risks and perils by which James-: Jones III could knowingly volunteer to submit to the Federal Reserve Bank Act of 1913. Failure to so exhibit within thirty (30) days of PUBLIC NOTICE comprises stipulation that no such disclosure was made.

42. **ADMIT OR DENY** that James-: Jones III did in fact knowingly and voluntarily ratify the *cestui que* trust created by the UNITED STATES through the Federal Reserve Bank Act of 1913 which resulted in the use of grammatical derivations of James-: Jones III's name in a scheme of intentional misnomer for profit and gain. Failure to respond within thirty (30) days of PUBLIC NOTICE comprises denial that the *cestui que* trust created by the UNITED STATES through the Federal Reserve Bank Act of 1913 was ever duly ratified by James-: Jones III and any assumption of such ratification is false.

43. **EXHIBIT VERIFIED EVIDENCE** proving the knowledgeable and voluntary ratification and acceptance by James-: Jones III of the aforesaid *cestui que* trust. Failure to so exhibit within thirty (30) days of PUBLIC NOTICE comprises stipulation that the said *cestui que* trust was never ratified by James-: Jones III and any assumption of such ratification is false.

44. **EXHIBIT VERIFIED EVIDENCE** proving the granting of a copyright license by James-: Jones III expressly conveying to the licensee the authority to use grammatical derivations of the proper name belonging to James-: Jones III in a scheme of intentional misnomer for profit and gain through an unauthorized *cestui que* trust. Failure to respond within thirty (30) days of PUBLIC NOTICE comprises stipulation that all such misnomers and uses of the aforesaid *cestui que* trust comprise intentional copyright infringement.

45. I, James-: Jones III, do hereby deny having received disclosure of the existence, benefits, risks and perils of a *cestui que* trust named derivatively at any time, or having been asked to ratify the said trust. Consequently, I do hereby deny, denounce, adjure and disavow having ever ratified any such trust.

CAVEAT—LAW

46. All public officials, Officers of government bodies politic, in all branches/departments, Executive, Legislative, or Judicial, being of Oath of Office, bonded to fidelity, are under ministerial duty, *Supervisors v. United States ex rel.* 71 U.S. 435, 4 Wall 435, *U.S. v. Thomas*, 15 Wall 337, *U.S. v Lee*, 106, US 196, 1 S. Ct 240, *fiduciary/trustees*, *U.S. v Carter*, 217 US 286, 30 S. Ct 515. “The implication of a trust is the implication of every duty proper to a trust...Whoever is a fiduciary or in conscience chargeable as a fiduciary is expected to live up to them.” *Buffum v Peter Barceloux Co.* 289 US 227, 237; 77 L. Ed 1140, 1146, cited *Braun v. Hansen*, 103 F.2d 685 (1939), wherein it further states “Being fiduciaries, the ordinary rules of evidence are reversed”, must obey the law, *Butz v. Economou*, (US) 98 S Ct. 2895, *Davis v Passman* (1979, US) 442 US 226, 99 S. Ct. 2264.

47. “The law will protect an individual who, in the prosecution of a right does everything which the law requires him to do but fails to obtain his right by the misconduct or neglect of a public officer.” *Lyle v Arkansas*, 9 How 314, 13 L. Ed 153, *Duluth & Iron Range Co. v Roy*, 173 US 587, 19 S. Ct 549, 43 L. Ed 820. “It is a maxim of the law, admitting few if any exceptions, that every duty laid upon a public officer for the benefit of a private person, is enforceable by judicial process”. *Butterworth v U.S. ex rel. Hoe*, 112 US 50, 5 S. Ct 25, 28 L. Ed 656.

48. **“A ministerial officer is liable for an injury done, where his acts are clearly against the law.”** *Tracy v. Swartwout*, 10 Pet. 80, 9 L Ed 354. **“The judicially fashioned doctrine of official immunity of judicial, legislative or executive officers does not reach so far as to immunize criminal conduct prescribed by an Act of Congress.”** *O’Shea v. Littleton*, 414 US 488, 94 S Ct. 669, **“in equity there are certain rules prohibiting parties bearing certain relations to each other from contracting between themselves; and if parties bearing such relations enter into contracts with each other, courts of equity presume them to be fraudulent, and convert the fraudulent party into a trustee.”** *Perry on Trusts* (7th Ed) Sec. 194, in *Braun v Hansen* (1939) 103 F 2d 685. Under the doctrines of *res gestae*, *res ipsa loquitur*, *respondeat superior*, as now having prior knowledge, authority, power, opportunity to prevent or aid in preventing injury, damage, having been or about to be committed. Title 42 USCS Section 1986, as applies to public officials, Officers, by the existence of an agreement between two or more persons, acting in a private conspiracy, *McNalley v Pulitzer Pub. Co.* (1976) 532 F 2d 69, 429 US 855, 50 L Ed 2d 131, to conspire, through said conspiracy, to impede or hinder, or obstruct or defeat the due course of justice in a State or Territory, with the purposeful intent to deny the equal protection of the law, under color of State law or authority, or other, *Griffin v. Breckinridge* (1971) 403 US 88, 91 S Ct. 1790, **depriving of having or exercising a Right, Federal Conspiracy to Obstruct Justice Act (Title 42 USCS Section 1985(2), deprivation of due process, even by federal officials, Williams v. Wright (1976) 432 F Supp 732, *Founding Church of Scientology v Director, FBI* (1978)459 F Supp 748, 98 L Ed 2d 150, 108 S Ct 199, even District Attorneys, *Rouselle v Perez* (1968) 293 F Supp 298, **places upon you the badges of fraud, prior knowledge, superior knowledge of the law, will of intent, perjury of Oath of Office, constructive treason, bad faith, breach of fiduciary/trustee responsibility, whereupon “Being fiduciaries, the ordinary rules of evidence are reversed,”** (1939) 103 F 2d 685. Further, being advised, as in *Ex Parte v Young*, 209 US 123 (1908), **“The attempt of a State Officer to enforce an unconstitutional statute is a proceeding without authority of and does not effect, the State in its sovereign or governmental capacity, and is an illegal act, and the officer is stripped of his official character and is subject in his person to the consequences of his individual conduct. The State has no power to impart to its officer immunity from responsibility to the supreme authority of the United States.”** (Emphasis added.)**

49. From *Perry on Trusts*, (7th ed), Sec. 851 **“... in order that the release, confirmation, waiver, or acquiescence may have any effect The cestui que trust must also know the Law, and what his rights are, and how they would be dealt with by the court.”** The Supreme Court of Arizona in *Garrett v Reid Cashion Land*, 34 Ariz 245, 270 P. 3044 at page 1052 quotes thus from *Adair v Brimmer*, 74 NY 539 **“Confirmation and ratification imply to legal minds, knowledge of a defect in the act to be confirmed, and the right to reject or ratify it.** The cestui que trust must therefore not only have been acquainted with the facts, but apprised by the law, of how these facts would be dealt with by a court of equity, All that is implied in the act of ratification, when set up in equity by a trustee against his cestui que trust, must be proved, and will not be assumed. The maxim ‘ignorantis legis excusat neminem’ cannot be invoked in such a case. **The cestui que trust must be shown to have been apprised of his legal rights.”** (Emphasis added.) Also from *Ungrich v Ungrich*, 115 NYS 413, 417, **“The rule (is) that to fasten ratification upon a cestui que trust he must not only have been acquainted with all the facts, but**

apprised also in the law, and how such facts would be dealt with by a court of equity.” Likewise, Thaw v Thaw, 27 Fed 2d 729, US v Carter, 217 US 286, 54 L Ed 769, Wendt v Fisher (Cardozo, J.) 234 NY 439, 154 N.E. 303, Leach v Leach, 65 Wis. 284, 26 NW 754.

50. The delay in discovery of the Frauds stated herein pursuant to Amendment XX provides no defense to the remedy, laches or otherwise. Michoud v Girod, 4 How 503, @ 561, 11 L Ed 1076, Pomeroy’s Equity, Sec. 847, Wiget v Rockwood 69 F @d 326, et seq., and from Texas & Pacific Ry, v Pottorff, 291 US 245, 78 L Ed 777, in Braun, supra, “the doctrine is thus affirmed. It is the settled doctrine of this court that no rights arise on an ultra vires contract, even though the contract has been performed; and this conclusion cannot be circumvented by erecting and estoppel which would prevent challenging the legality of a power exercised.” And from US v Grossmayer, 9 Wall 72, 19 L Ed 6 27, “A transaction originally unlawful cannot be made any better by being ratified.” And, further, following Braun, supra, “It is held axiomatic that no right, by ratification or other means, can arise out of fraud.” 13 C.J. 492, Sec. 440, 6 R.C. L., p 698, the following is quoted in Thompson on Corporations, 3rd Ed Sec. 2828, from Central Transportation Co. v Pullman Palace Car Co., 139 US 24, as established doctrine of the Supreme Court, “No performance of either side can give the unlawful contract any validity, or be the foundation of any right of action upon it.” As said long ago by the great Justice Story in Prevost v Gratz, 6 Wheat 481, 497; 5 L Ed 311, 315, “**It is currently true that length of time is no bar to a trust clearly established; and in a case where fraud is imputed and proved, length of time ought not, upon principles of eternal justice, to be admitted to repel relief. On the contrary, it would seem that the length of time during which the fraud has been successfully concealed and practiced, is rather an aggravation of the offense, and calls more loudly upon a court of equity to grant ample and decisive relief.**” (Emphasis added.)

51. It is a maxim of law that peonage and involuntary servitude are forbidden, and **immunity is denied to any party, real or imagined, person or public official who would or conspire to traffic in slaves or participate in aiding or abetting.** Clyatt v US, 197 US 207 (1905), Plessy v Ferguson, 163 US 537, 542, “Whoever [Title 18 U.S.C. Sec.1581] holds or returns any person to a condition of peonage, or arrests any person with the intent of placing him in or returning him to a condition of peonage, shall be fined not more than \$5,000.00 or imprisoned not more than five years.”

52. **All public officials in receipt of this notice are required by their Oath of Office to answer. Notification of legal responsibility is “the first essential of due process of law” Connally v. General Construction Co., 269 U.S. 385,391. “Silence can only be equated with fraud where there is a legal or moral duty to speak or when an inquiry left unanswered would be intentionally misleading.” U.S. V. Tweel, 550 F.2d.297.** It is the ministerial fiduciary/trustee duty of each and every government official, officer, agent, contractor and assign of the UNITED STATES, the STATE OF VIRGINIA, the Federal Reserve Banks/System, the International Monetary Fund, the International Finance Corporation, the International Bank for Reconstruction and Development, the Inter-American Development Bank, the World Bank, the Commission of the European Communities, the Organization for Economic Co-operation and Development, the United Nations and any and all other obligors/grantors who view this notice (“Respondents”) to timely and fully answer, Federal Crop Insurance v Merrill (1947) 332 US 380., 92 L Ed 10, 68 S Ct 1, 175 ALR 1075.

53. **The period for Respondents to respond to this notice is thirty (30) days.** Any party or public official wishing to answer, respond, refute, rebut, deny, object or protest any statement, term, declaration, denial or provision in this presentment must do so by Lawful Protest within thirty (30) days of the date of issuance or forever lose all rights, titles, interests, and the opportunity to plead. All such responses must be verified and have exhibitions and factual evidence in support annexed thereto.

54. **Respondents may agree with all statements, terms, declarations, denials and**

provisions herein by remaining silent. Failure to timely respond to all such terms and provisions with which Respondents disagree comprises Respondents' stipulation and confession jointly and severally to acceptance of all statements, terms, declarations, denials and provisions herein as facts, the whole truth, correct and fully binding on all parties.

55. **This document serves as Notice of Fault** in the event Respondents fail to timely respond.

56. **Notice of Default shall be issued no sooner than three (3) days after Notice of Fault.** Default is final three (3) days after Notice of Fault is issued. Default comprises Respondents consent jointly and severally to be named as defendant(s) in various actions, administrative and judicial

57. **Upon Default, all matters are settled *res judicata* and *stare decisis*.**

58. **Default comprises an estoppel of all actions, administrative and judicial,** by Respondents against James-: Jones III, 3J. Pomeroy, Equity Jurisprudence Section 805, p. 192, Restatement 2d of Torts Section 894 (1) (1979), and now reasonably relied on, Wilbur National Bank v US 294 US 120, 124-125 (1935), due to misconduct by Government agents Heckler v Community Health Services, 467 US 51, at 59, 60, Federal Crop Ins., *supra*. "It [the doctrine of Estoppel by Silence] arises where a person is under duty to another to speak or failure to speak is inconsistent with honest dealings." In Re McCardles Estate, 140 Misc. 257, et seq., and Silence, to work estoppel, must amount to bad faith. Wise v USDC Ky., 38 F Supp 130, 134, where duty and opportunity to speak, Codd v Westchester Fire Ins. Co. 14 Wash. 2d 600, 128 P 2d 968, 151 ALR 316, creating ignorance of facts, Cushing v US Mas s, 18 F Supp 83, inducing person claiming estoppel to alter his position, Braunch v Freking, 219 Iowa 556, 258 NW 892, knowledge of facts and of rights by person estopped, Harvey v Richard, 200 La. 97, 7 So. 2d 674, willful or culpable silence, Lenconi v Fidelity Trust & Savings Bank of Fresno, 96 Cal. App. 490, 273 P. 103 et seq., "Silence" implies knowledge, and an opportunity to act upon it, Pence v Langdon, 99 US 578 @ 581, et seq.

DISCLAIMER

THE QUOTATION OF THE PRIVATELY COPYRIGHTED STATUTORY LEGISLATIVELY CREATED CASE LAW AND STATE AND FEDERAL STATUTES PURSUANT TO PL 88-244, DECEMBER 30, 1963, IS DONE WITHOUT INTENT TO CREATE A "USE", VIOLATE ANY PRIVATE COPYRIGHT, OR GIVE LEGAL ADVISE TO ANYONE, AND STANDS SO UNLESS LAWFULLY PROTESTED BY ANY CONCERNED PARTY(IES)

59. Notice to the principal is notice to all agents. Notice to an agent is notice to all principals. By this Public Notice, Declarations, and Lawful Protests the world is now informed.

60. This action is bonded by a third party surety holding twenty-one dollars in silver coinage, .900 fine, minted by the American Treasury, united States of America, pre-1933 issue. The said bond is annexed hereto and incorporated verbatim herein in its entirety by reference as if fully reproduced herein.

61. The use of a notary public herein is of necessity and under LAWFUL PROTEST without creating or implying the existence of any contract or contracts between James-: Jones III and any other parties, legal entities, the UNITED STATES, the STATE OF VIRGINIA or agents thereof, public or private.

BE IT SO EXECUTED, and by this execution, be made to appear, in-deed, enacted, decreed, This the 26th day of the 7th month, anno Domini, two thousand and 18, Amen.

{SEAL}

by: James: Jones III L.S.

Signed only in correct public capacity as
Beneficiary of the Original Jurisdiction

James: Jones III

Location: c/o Postal Office Box [REDACTED]
[REDACTED], Virginia near [REDACTED]

STATE OF VIRGINIA)

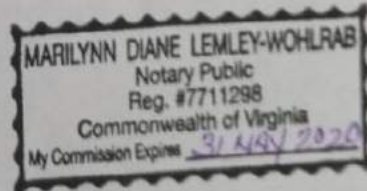
) ss:

COUNTY OF ACCOMACK)

Before me, a notary public in and for the said County and State, personally appeared the above named James: Jones III who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free and voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 26 day of July, 2018.

Marilynn Diane Lemley-Wohlrab
Notary Public



My commission expires 31 August 2020
MLW

{SEAL}

L.S.

Signed only in correct public capacity as
Beneficiary of the Original Jurisdiction

