

¹ Tommy Glenn Capps

Lien Claimant,

v.

Lester Player ,et al:

Registered Mail No. _____

*employee title:

Ronaldo Myers

Director

Kathy Harrell

Assistant Director

Michael Higgins

Captain-Security

Alvin S. Glenn Detention Center

Lien Debtor(s).

This is a National Commercial Filing
A SECURITY (15 USC)

BR-20140804-ERLD

THIS IS A U.S. S.E.C. TRACER FLAG

NOT A POINT OF LAW.¹

Read Appendix A

**CONSENSUAL
COMMERCIAL LIEN**

(Note: This is NOT a Lis Pendens Lien)

AFFIDAVIT OF OBLIGATION

TO: The above listed Lien Debtor(s)

CLAIM OF LIEN

This instrument is an Affidavit of Obligation, also known as a Claim of Lien. This affidavit of obligation is a commercial instrument arising from a private or public contract, either express, constructive, and/or implied, which exists by the express, constructive, and/or implied consent of the Lien Debtor. Therefore, this Affidavit of Obligation is a consensual commercial lien; this is not a Lis Pendens lien.

THIS CLAIM OF LIEN IS RECORDED against Lien Debtor(s) for default and breach of contract under commercial law, as an involuntary lien based on consensual actions by knowledgeable breach of contract (explained herein).

The Lien Claimant's Claim of Lien is expressed as this Affidavit. A mere unsworn declaration is not sufficient grounds for a Claim of Lien because it does not attach commercial liability to the person making the claim of obligation upon a debtor. The person making the claim (the Lien Claimant) must

assume the commercial liability for making a claim against the debtor (the Lien Debtor) by issuing a sworn statement known as an Affidavit of Obligation which is given to the best of the claimant's knowledge and belief to be the truth, the whole truth, and nothing but the truth, for which the claimant stands personally commercially responsible.

A lien implies impoundment of property. A breach of the said impoundment, also known as poundbreach, is a felony. The suspension of an Affidavit of Obligation is the suspension of the right to give testimony in one's own behalf, and is, therefore, in the nature of a suspension of the Writ of Habeas Corpus, a thing done only under conditions of martial law, civil war, or mixed war.

A judge cannot interfere with, tamper with, or in any way modify testimony without rendering incredible the truth-seeking process in his sacred profession and destroying the fabric of his own occupation, thereby committing professional suicide. Any judge who tampers with testimony, deposition, or affidavit, is a threat to the commercial peace and dignity of the State and of the United States, is in violation of the Supreme Law of the Land, is acting in the nature of a foreign enemy, and is justifiably subject to the penalties of treason

A bill in commerce is a private declaration of obligation. A lien in commerce is the same bill made public with a commercial affidavit attached in support of the bill. When a lien instrument is composed and made public, either by recording in the Office of the County Recorder or by any other method of open and wide publicity, a copy of the Claim of Lien must be provided for the Lien Debtor so that the Lien Debtor will thus be enabled to defend against the lien. To guarantee the Lien Debtor has an ample grace period of three months to defend against the lien, the grace period does not begin until a copy of the Claim of Lien or a Notice of Lien is in the possession of the Lien Debtor. If only a Notice of Lien is supplied to the Lien Debtor, the Claim of Lien must be filed in a place of public access such as the County Recorder's Office, or other such public place clearly specified in the Notice of Lien, and easily publicly accessible. A Notice of Lien is not a Claim of Lien/Affidavit of Obligation, and therefore cannot be lawfully entered by the County Recorder on a County, State or Federal Lien Index.

In the absence of a response, when the LIEN DEBTOR was given an opportunity to respond, the LIEN CLAIMANT hereby inserts and records this CLAIM OF LIEN against LIEN DEBTOR, jointly and severally in the total amount listed below. Said CLAIM OF LIEN is in the amount of damages enumerated herein which total ledger amount is secured by the real and personal community property of LIEN DEBTORS as listed below.

This CLAIM OF LIEN is filed pursuant to the Fundamental Commercial Law that has existed nearly 2,000 years:

"The ability to place a lien upon a man's property, such as to temporarily deprive him of its beneficial use, without any judicial determination of probable cause dates back not only to medieval England but also to Roman times." United States Supreme Court, 1968, Sniadach v. Family Finance Corp., 395 U.S. 337, 349.

Supported by the California Supreme Court, 1971, *Randone v. Appellate Department*, 5 C3d 536, 96 Cal Rptr 709 and 488 P2d 13.

YOUR ADMINISTRATIVE OPPORTUNITY

VERIFIED AFFIDAVIT OF FACTS. As a courtesy to ensure your opportunity to rebut errors and memorialize the integrity of the public record, I have verified the jurisdictional and payment representations herein. This is a

splendid opportunity for you to rebut the allegations and facts presented herein with your willful acceptance of full commercial liability pursuant to the various international remedies at my disposal.

OPPORTUNITY TO STATE A CLAIM. It is my pleasure to afford you the opportunity to exhibit any superior claims or a material defect in my Claim noted hereunder. All such representations must be verified to avoid any unfortunate assumption of enticement or deception.

Stating a Claim. This Contract is your administrative opportunity to exhibit any security interest in the Lien Claimants which is superior to the Claim, or a material defect in the Claim. All such representations must be verified to have merit. The use of an unverified claim can have serious legal consequences. Please consult an attorney.

Failure to State a Claim

If you fail to exhibit a superior claim, a material defect in the perfection of Claimant's security interest, or evidence contradicting the allegations and facts stated herein, then you agree to the issuance of Judgment, and that you have **WAIVED ANY AND ALL RIGHTS TO STATE A CLAIM IN THE MATTER. Failure to state a claim is irrevocable, having had the opportunity and failed to plead. Serious criminal liability applies to any party that would subsequently purport to a claim.**

10-DAY OFFER OF IMMUNITY

OFFER OF IMMUNITY. This advisory is your one time good faith **offer of immunity** from all previous commercial dishonors. To accept the offer, kindly issue a settlement statement in the form of a Statement of Satisfaction of Debt and Reconveyance of Deed bearing a wet signature ordering settlement and closure of all accounts no later than Deadline, and release all distraint and distress against Claimant's property, collateral, interests, **within twenty-four hours** of receipt of this Advisory, or rebut the affidavit as described with evidence. Certification of non-acceptance of the offer will comprise your agreement and confession that Claimant has exhausted His administrative remedy, and you have accepted all of the terms hereunder and the Administrative Judgment of your default on this process.

COMMERCIAL STANDING

CO-CLAIMANT FEES. The commercial liability for any party seeking the privilege of being joined as a co-Claimant to this Affidavit of Obligation/Claim of Lien is hereby established at Eighty Million Dollars (\$80,000,000.00) per each action which attempts to impair the Claim or stultify the Lien Claimant.

JOINDER FEES. The commercial liability per each offer to accept, share, partake in, and enjoy the privileges, benefits, responsibilities and liabilities of the Contract thereby joining as a principal hereto, whether by event of impairment or stultification of the Contract or the principals is \$10,000,000.00 per event, upon Notice of Joinder to the Contract. Any party seeking a joinder to the Claim is entitled to receive *Notice of Trespass on Claim* or *Notice of Impairment of Claim* or *Notice of Joinder to the Claim* and a ten (10) day opportunity to cure the impairment/stultification. In the event you seek such a joinder to the Claim, you agree to pay the joinder fee within ten (10) days of presentation of a *True Bill*. If you fail to timely pay the *True Bill*, you agree that a right of lien has been created and perfected against you.

BOND. *Discharging & Indemnity Bond No. _____, Secured Funding & Offset Bond No. _____ and Collateralized Promissory Note No. _____*, shall serve as my bonds in this proceeding indemnifying you for all risks associated with good faith execution of my instructions and any and all liabilities attributed to Lien Claimant.

PRESERVATION OF RIGHTS. All rights, remedies and defenses are hereby expressly preserved.

Trespass. All parties to the Contract agree that a hostile presentment by the defaulting party to a secured party or assignee, either written or oral, is a criminal act and a trespass upon the Contract requiring the imposition of one or more applicable *Joinder Fees* and the party or parties are to be added to a list of Successor Sureties which may appear hereunder.

Perfection of Lien. If you fail to correct the default within three (3) days, you agree that Claimant holds a right of lien and levy against you. Pursuant to that right of lien and levy, you agree to be named as Debtor on one or more financing statements to be filed against you, and that Claimant can initiate and pursue all lawful measures and actions, administrative and judicial, to protect and collect his/her collateral.

Conversion of Liability. If you fail to correct the default within three (3) days, you agree to accept total liability for all unresolved obligations in this matter as Holder in Due Course and/or Debtor in Possession and to satisfy all such liabilities commercially or with personal corporeal labor, service, of equivalent value until fully paid. In other words, if you continue to hold equity without providing equal value or fail to post the payment, perform the setoff, cease all distress and provide timely refund of Claimant's property, all liabilities will be converted to yours.

Self-Executing Power of Attorney. To facilitate your strict compliance with all of the terms of the Contract, if you fail to correct the default within three (3) days of any notice of default, you give, by remaining silent, unlimited power of attorney to Claimant to sign and execute for you regarding enforcement of your obligations under this Contract. In that event, you instruct and authorize the Claimant to execute Lien Debtor's signature(s) in representative capacity on a certain Self-executing Power of Attorney document which is attached to and incorporated in this Contract in its entirety by reference.

RESPONDENTS' RESPONSIBILITY TO RESPOND

Upon receipt of this Affidavit of Obligation by Certified Mail, Lien Debtor(s), Lien Debtor(s) have ten (10) days from the date of receipt, plus three days grace for mailing, in which to respond to this Affidavit of Obligation. Your response may be to 1) Correct the injustice which has been done by crediting my account with the payment you have received and reconveying the deed back to me; or 2) rebut or correct any errors contained within this Affidavit of Obligation, particularly the items numerated in all the paragraphs under Section II, by Affidavit sworn true, correct and complete, based on Affiant's own Commercial Liability.

TERMS OF RESPONSE. Mere denials will not suffice as an answer, and will be considered a non-response. Any reply to this Affidavit of Obligation, other than a verified point-for-point response sworn under full commercial liability, with supporting evidence attached, is deemed by agreement of the parties to be a willful non-response thus constituting your agreement to the claims herein and your acceptance of all liabilities in this matter. Your non-response will place you and your office in default, and the presumption will be taken upon the public records that you and your office freely agree with all the points and authorities contained in this Affidavit of Obligation, as the terms of our contract. See in para materia Federal Rules of Civil Procedure Rules 8(d) and 12(g). A non-response is an admission to claims made herein.

DEFAULT. Failure to respond pursuant to the said Terms of Response or specifically perform under the provisions of this administrative remedy **or credit and ledger Claimant's tender of consideration** will comprise a default on this administrative remedy. As an operation of law, a default will comprise your agreement, consent and confession to all of the terms, statements and facts herein and herewith, and all inclusions and indorsements, front and back, annexed hereto.

STATUTE STAPLE. Upon certification of your Default, you agree that this Contract is **self-adjudicating** upon your Default and agreement. All liabilities are subject to immediate execution against the Lien Debtors.

ADMINISTRATIVE JUDGMENT. AGREEMENT TO ESTOPPEL. Default will comprise your consent, agreement and confession to the issuance of a claim ("Judgment") certifying your agreement with all terms, statements, facts and provisions herein.

ESTOPPEL BY ACQUIESCENCE. Your Default will comprise your agreement that all issues pertaining to this Contract are deemed settled and closed **res judicata, stare decisis and collateral estoppel**, and as a result, **judgment by estoppel**.

WAIVER OF RIGHTS. Your Default will comprise your consent, agreement and confession to **waive any and all rights** to raise a controversy, appeal, object to, or controvert administratively or judicially any of the terms and provisions in this Contract or the estoppel. Upon Default, you and your agents may not argue, controvert, or protest the finality of the administrative findings to which you have agreed unless such Waiver of Rights which follows is declined in writing. Any such argument or controversy will comprise your confession to Perjury, Enticement to Slavery and various crimes against humanity.

DENIAL OF WAIVER OF RIGHTS.

I, _____, Respondent/Lien Debtor, hereby acknowledge that I have received, read and fully understand this administrative remedy presentment with attachments, indorsements and schedules, and do hereby reserve the right to raise a justiciable controversy by exhibiting verified proof of claim and loss no later than _____ [must be within ten (10) days of date of signing below unless written permission for a longer period of time is obtained in writing from the Third Party Intervener/Real Party in Interest under injury]. In the event the said claim is honored, I further agree to settle all associated accounts to a zero (\$-0-) Final Ending Balance.

Respondent signature: _____, Date _____

CERTIFICATION AND RECORDING OF NON-PERFORMANCE FOR EVIDENTIARY PURPOSES. For your protection, non-performance will be certified and recorded in the public record as evidence that Lien Claimants have exhausted all administrative remedies and that Lien Debtors have elected to waive all rights to raise a controversy or claim immunity from collection proceedings, having declined the opportunity to plead. You may wish to consult counsel familiar with public policy and the commercial implications of my security interest.

Since I, the living, breathing sentient being, have been injured by the acts and actions of the above-named Lien Debtors, upon certified default of this contract, Lien Debtors agree they are jointly and severally responsible to pay damages to Lien Claimants, as itemized in the attached invoice. Respondent(s) have ten days from the time of this notice to deliver funds to Lien Claimants. In the event the Lien Debtors fail to deliver the funds, plus daily fines to Lien Claimants as agreed in the contract, Lien Debtors hereby agree to be subject to involuntary bankruptcy proceedings on each party in their private and public capacity.

The eternal, unchanged principles of Commercial Law are:

- a) A workman is worthy of his hire. (Thou shalt not steal.)
- b) All are equal under the law. (No one is above the law.)
- c) In Commerce, truth is sovereign. (Thou shalt not bear false witness.)
- d) Truth is expressed in the form of an affidavit.
- e) An un rebutted affidavit stands as truth in Commerce.
- f) An un rebutted affidavit becomes the judgment in Commerce.
- g) All matters must be expressed to be resolved.
- h) He who leaves the battlefield first loses by default.
- i) Sacrifice is the measure of credibility (No willingness to sacrifice = no liability, responsibility, authority or measure of conviction.)
- j) A lien or claim can be satisfied only through an affidavit by a point-for-point rebuttal, resolution by jury or payment.

The State of South Carolina)
) ss
Richland county)

AFFIDAVIT OF OBLIGATION/TRUTH

I, the natural Inhabitant presenting testimony herein, the undersigned Affiant/Lien Claimant, with firsthand knowledge and being competent to testify, do depose and state as follows:

PLAIN STATEMENT OF FACT

I. PARTIES

- 1.1 The Lien Claimant/Affiant is:
Tommy Glenn Capps
non-assumpsit/TDC:
c/o Tommy-Glenn: Capps
General Delivery
Columbia SC [29202]
- 1.2 The Lien Debtors are: et al: (title(s)):
Lester Player "corrections" officer
Ronaldo Myers Director
Kathy Harrell Assistant Director
Michael Higgins Captain-Security
Alvin S. Glenn Detention Center -binding company/corporation(paper element. (See: 28 U.S.C. 3002)
Address:
201 John Mark Dial Drive, Columbia ,South Carolina 29209

II. ALLEGATIONS

2.1.1 Lester Player is a registered employee and held/holds the title of "corrections officer" at Alvin S. Glenn Detention Center, which is located at: 201 John Mark Dial Drive, Columbia-South Carolina 29209 and is considered an aggressor and the paper instrument to be a backing for activity known towards the Lien Claimant as torture/tort while Lien Claimant was undergoing an experience that is construed by this instrument as an inmate with pending criminal presumptions in the above mentioned detention center location within the time slot of July 4th of the year 2013.

2.1.2 Lester Player was employed/currently operating as the color of state as a corrections officer during the date of 7/4/13 and may or may not be employed currently at Alvin S. Glenn Detention Center to the best of my knowledge.

2.1.3 On the date of 7/4/13, within the detention center's location of X-ray, Lien Claimant exchanged a substandard verbal comment towards a detention center staff member identified as Alixia Smith (see Alvin S. Glenn detention Center incident report/location:X-ray dated: 7/4/13 via Inmate# 93510) which fruited

2.1.4 Lien Claimant categorized as inmate had placed his hands behind his backside of at least three honorings. Lien Debtor identified herein in symbiotic relation to the natural living being Lester Player approached the living man known as Tommy Capps identified herein after a conversation with a few staff members on shift at the 7/4/13 times-lot A.S.G.D.C. location mentioned herein. As I,

Tommy Capps submitted three attempts to surrender to passive sanctioning , however Lien Debtor mentioned to turn around as another staff member of female nature applied her hand upon Lien Claimants right arm and extracted live blood flow from Tommy G. Capp's right arm.

2.1.5 Lien debtor made some conscious decision to apply physical turbulence upon the living body of Tommy G. Capps in which resulted into a life long dependency of care needed to be attributed to the damage fruition-ed from the contact of violent aggression applicative upon the left knee of Lien Claimant. as Affidavit of Truth respectfully submitted under certified mail number# 7014 0150 0001 1943 8127 via united states postal service and location of Columbia SC 29202 explains.

2.1.6 In the United States , the living among the landmasses :
Main article: [Kidnapping in the United States](#)

Law in the United States follows from English common law. Following the highly publicized 1932 [Lindbergh kidnapping](#), [Congress](#) passed the [Federal Kidnapping Act](#), which authorized the [FBI](#) to investigate kidnapping at a time when the Bureau was expanding in size and authority. The fact that a kidnapped victim may have been taken across state lines brings the crime within the ambit of federal criminal law.

Most states recognize different types of kidnapping and punish accordingly. E.g. New York bases its definition of first-degree kidnapping on the duration and purpose. There are several deterrents to kidnapping in the United States of America. Among these are:

1. The extreme logistical challenges involved in successfully exchanging the money for the return of the victim without being apprehended or surveiled.
2. Harsh punishment. Convicted kidnappers face lengthy prison terms. If a victim is brought across state lines, federal charges can be laid as well.
3. Good cooperation and information sharing between law enforcement agencies, and tools for spreading information to the public (such as the [AMBER Alert](#) system).

In 2010 the United States was ranked sixth in the world for kidnapping for ransom, according to the available statistics (after Colombia, Italy, Lebanon, Peru, and the Philippines).

In 2009, [Phoenix, Arizona](#) reported over 300 cases of kidnapping, although subsequent investigation found that the Phoenix police falsified data "[Phoenix Kidnappings: Uncovering the Truth](#)". If true, this would have been the highest rate of any US city and second in the world only to [Mexico City](#). A rise in kidnappings in the southwestern United States in general has been attributed to misclassification by local police, lack of a unified standard, desire for Federal grants, or the [Mexican Drug War](#).

One notorious failed example of kidnap for ransom was the 1976 [Chowchilla bus kidnapping](#), in which 26 children were abducted with the intention of bringing in a \$5 million ransom. The children and driver escaped from an underground van without the aid of law enforcement.

According to the department of justice kidnapping makes up 2% of all reported violent crimes against juveniles.

According to a *2003 Domestic Violence Report in Colorado*, out of a survey of 189 incidents, most people (usually white females) are taken from their homes or residence by a present or former spouse or significant other. They are usually taken by force, not by weapon, and usually the victims are not injured when they are freed.

2.1.6 This occurrence manifested within the realms of X-ray unit mentioned in Affidavit of Truth` submitted identified herein and as the experience in real life of natural existence and NOT of corporate person or cestui que vie trust.

2.1.7 If any dispute about this experience (within construing the nomenclature spoken of within is in need of scrutiny confronted) is in need of explanation on why operating in the color of STATE, Lester Player aka Lien Debtor of natural man, et al “authorizing” conspiratorial conduct to be “allowed” to take place needs to come forth and explain why such aggressive practice was even substantiated in the first place produced by the Living Experience.

2.1.8 In lieu of the experience known about these complaints as a herein ascertained confirmation under all civil codes , one would need to express the common law aspects respected within honor.

2.1.9 Any and all evidence needed indexed as any and all information hiding, stenography and digital water~markings such as compact disks, surveillance video's and type print of 2d paper surfaces. fabricated within the machinery supervised within the A.S.G.D.C. would need attention brought forth to be known to our living selves.

2.1.10 A live being under restraints(handcuffs-wrist-restraints) undergoing the care intentions of the jail/human warehousing should and always be of service with passive sanctioning. in this case a question arises, why would misconduct of a tibial plateau fracture of a physical knee of Lien Claimant identified by the department with physician's discharge summary show (I) Lien Claimant underwent certain treatment on behalf of the knee injury and orthopedic record(s) documented by MD, William Whiteside dated 8/6/13 indicate: ...”51yo incarcerated WM with hx of Left prox tibia fx 1 month ago. Kicked from behind.”

2.1.12 Please identify any and all living man(s) and/or woman(s) responsible for allowing barbaric “nature” to become applicative upon the living body of Lien Claimant. Let alone the distress caused to mind, Soul and body of the man as Lien Claimant.

2.1.13 Restoration of the man known as Lien Claimant is in need of adequate response. I, the living man seek remedy, and the cure and maintenance adequate to the best of our knowledges in order to be for progress effective enough to gain full mobility.

2.1.14 The staff members aka as lien debtors and incident(s) cited by CCS(Corrections Care Solutions) record(s) and as to be known any additional lien debtor may arise and speak on behalf of faulty conduct of care as a public service is the training for people to carry out efficient care on behalf of damages known to the condition(s).One may interpret that experience as a public nuisance.

2.1.15 Certified mail receipt#- 7014 0150 0001 1943 8127 by instrument of the PS Form 3811 in service and care of an individual within the U.S.P.S. 29202, I Lien Claimant conceived a return signature of what appears on paper to be of the or a living man or not but of the wet-ink result of what is known to be a signature of Steven Tindal as mail recipient via dated 8/1/2014 watermarking proof of mail service Columbia South Carolina 290, 01 AUG 14, PN 31 received.

2.1.16 Denote that the fact that the living man Lester Player was intended to be the recipient of the mail, instead the result that a Steven Tindal appears to have received the mail or has, possibly the jail buildings mail area acceptan t , meaning that the individual addressed, is the individual that accepts the instrument provided if any and all businesses are to even operate within commerce and commercial jurisdictions fabricating substantiated claim(s). In care of or c/o specifically identifies the fact that the living individual is to be confronted with the matter at hand then construe his(s) or her(s) obligation(s). It is established fact and a form of truth that a Steven Tindal was the acceptor of the certified mailing by provided wet-ink signing and not Lester Player as intended for.

2.1.17 Any Living w'man and or woman responsible for allowing that problem to occur to the point of a live man's knee to reach the degree of turbulence shown by construing this matter to be known and spoken of herein and of the living flesh that lives and blood that flows needs to identify themselves as a lien debtor and seek the remedy, cure and maintenance the lien claimant is seeking.

2.1.18 **Cestui Qui Trust = The Strawman**

Rule of Grammar for the use of CAPITAL LETTERS used in a NAME: when CAPITAL letters

are used anywhere in a NAME this ***always*** refers to a LEGAL ENTITY/FICTION, COMPANY

or CORPORATION no exceptions. e.g. John DOE or Doe: JANE (PASSPORT, DRIVER LICENSE, MARRIAGE CERTIFICATE and BIRTH CERTIFICATE)

C'EST TUI QUE TRUST: (pronounced **set-a-kay**) common term in **NEW ZEALAND** and

AUSTRALIA or **STRAWMAN** common term in **USA** or **CANADA** is a LEGAL ENTITY/FICTION created and owned by the GOVERNMENT whom created it.

“Legally, we are considered to be a FICTION, a concept or idea expressed as a NAME, a symbol. That LEGAL PERSON has no consciousness; it is a juristic PERSON, EN LEGIS, a NAME/word written on a piece of paper” – Jason Whitney, Presenter & Researcher: The Occult

World of Commerce.

When you are born, (your Mothers' WATER broke) your Parents Name you, for example John

or Jane DOE. The Nurse or Doctor along with your Parents sign your Record of Live Birth (Title

of Deed to Real Property) so your BIRTH CERTIFICATE could be created (a “certificate is a negotiable instrument; see Certi & fi-duc(e) iary & fi-cat(e) iary) for the purpose of “creating the

LEGAL ENTITY/FICTION (this LEGAL ENTITY/FICTION is regulated and works in commerce as GOVERNMENT can only regulate that which it creates and it didn't create the living breathing Man or Woman – God did). The LEGAL ENTITY/FICTION is registered by the Department of Commerce, under the ADMIRALTY MARITIME LAW/JURISDICTION (LAW of the WATER) – JURISDICTION of Commerce and War.

You (the baby) are what is called a “C'est tui Que (pronounced “Set-a-kay”) Trust, the

STRAWMAN, or rather the COLLATERAL or the CORPUS (body) of the Trust. Your LABOUR is the energy you generate as a Living Being. However, as a baby, you are deemed “Invalid (in-valid/dis-abled) and Incompetent, and even though your Mother Birthed you, she agrees to be the TRUSTEE of the Trust (by her SIGNATURE) which was SETTLED (created–

Settlor) by the Federal Government, so you (your body) are ENTRUSTED to her for safe keeping until the age of eighteen.

Cestui Qui Trust = The Strawman 2 / 3

Under Biblical Law: WOMEN are incapable of entering into binding agreements/contracts, their

Husband or Father must be present when making agreements or the contract is void. In most cases both parties are present during birth or manifestation of a MARITIME product. Unless prior written consent and approval by the male representative exists, the Mother who would not

DREAM of “giving” her newborn baby to the Government, does so unknowingly, by the undisclosed conditions of the signed Contract” Submission of an Application for Registration for a BIRTH CERTIFICATE e.g.

You’re Parents “agree/consent” to be the Trustee and sign your BIRTH CERTIFICATE. (BIRTH CERTIFICATES were only for “slaves” prior to women becoming “equal” to men). Usually the Mother is the ONLY one required to sign, because she is deemed to be the direct blood more so than the Father. She has the higher “claim” to the living baby.

Once the negotiable instrument (BIRTH CERTIFICATE) is transferred to the Dept of Commerce, they “pledge” your “Labour for your Lifetime” as its “secured” asset, and proceeds

to “assure” (different from insure) YOUR Labour against it’s (the government’s) DEBT, and it

subsequently gets an “underwriter” to insure your Labour.

The underwriter determines a lowball figure from your Labour to be valued at \$1 Million dollars,

and it takes out a “Bond” which is held at the Bank, the numbers on your BIRTH CERTIFICATE are the tracking numbers for your LEGAL ENTITY/FICTIONS Bond. \$1 million FEDERAL RESERVE notes are then issued with that same number and put into circulation.

On the LEGAL ENTITY/FICTIONS BIRTH CERTIFICATE, the one with your name in ALL

CAPS (which represents an ENTITY/FICTION, CORPORATION) there is a “Bond” tracking number. That number has 7–9 digits with a “letter” in front of it. Get a 1 dollar bill and compare

that “serial” number with the number on it. You will see the similarity. On the face of the dollar

bill, is a letter inside a symbol with the words “FEDERAL RESERVE Bank of (State Name)” That is the letter designation of the State Bank which holds that Bond. example “E” is the Bank

of Virginia. The letter of the number on the BIRTH CERTIFICATE is the Bank that is holding a

Bond which represents your “labour” for your lifetime. Your “labour” has been “insured” and

“assured”, and money has been borrowed against it. This is HOW people have been turned into

collateral for the FEDERAL RESERVE Bank(s).

Cestui Qui Trust = The Strawman 3 / 3

Legal Definitions

□ **Person:** A human being is not a person because he is a human being, but because **rights**

and duties have been ascribed to him

□ The ‘person’ is **the legal subject or substance** of which **rights and duties** are attributes

Black’s Law Dictionary Not a human being, but the human being invisible coat

□ **Application:** Means to ‘beg, plead, petition, implore, entreat or request

□ **Must:** Legally can be synonymous with ‘may’. Has two senses; **Imperative or a directive**. One creates obligations, the other defines conditions. **Always** a ‘directive’ when used with ‘apply’

□ **Submit:** To agree to another’s will or to leave to another’s discretion. Form of surrender. **Always** voluntary. Implies lawful right to fight.

□ **Registration:** To sign over all chattel content for safe keeping. **always** voluntary. Abandons complete ownership for partial.

Capitis Diminutio (meaning the diminishing of status through the use of capitalization) - In

Roman law. A diminishing or abridgment of personality; a loss or curtailment of a man’s status

or aggregate of legal attributes and qualifications.

Capitis Diminutio Minima (meaning a minimum loss of status through the use of

capitalization, e.g. John Doe) - The lowest or least comprehensive degree of loss of status. This

occurred where a man’s family relations alone were changed. It happened upon the arrogation [pride] of a person who had been his own master, (sui juris,) [of his own right, not under any legal disability] or upon the emancipation of one who had been under the patria potestas.

[Parental authority] It left the rights of liberty and citizenship unaltered. See Inst. 1, 16, pr.; 1, 2,

3; Dig. 4, 5, 11; Mackeld. Rom.Law, 144.

Capitis Diminutio Media (meaning a medium loss of status through the use of

capitalization, e.g. John DOE) - A lesser or medium loss of status. This occurred where a man

loses his rights of citizenship, but without losing his liberty. It carried away also the family rights.

Capitis Diminutio Maxima (meaning a maximum loss of status through the use of

capitalization, e.g. JOHN DOE or DOE JOHN) - The highest or most comprehensive loss of

status. This occurred when a man’s condition was changed from one of freedom to one of

bondage, **when he became a slave**. It swept away with it all rights of citizenship and all family rights.

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one and all to adhere to, support and defend all law which is particularly applicable. If anything in this presentation is found to be in error a good faith effort will be made to correct it in timely fashion upon notification.

VOID where prohibited by law.

2.1.19 My natural living of a peaceful condition was touched and abused in a way I did not consent to.

2.1.20 I have a right to experience jail realms peacefully within my own privacy as I can while I deal with charges and/or jail life free of violent encounters and I am entitled to the peaceful enjoyment that can be found for me while waiting to clear jail time, free from such a public disturbance I had under went.

2.1.21 Denote the fact that I only seek compensation for the degree of damages applied to myself from an outer influence that I did not consent to. Thank You.

SPECIFIC PERFORMANCE

2.2.1 Lien Debtors have a moral and ethical responsibility to the community in which they operate their business.

2.2.2 Lien Debtors have a moral and ethical responsibility to be good public servants and not operating under the color of STATE/State/state.

2.2.3 Lien Debtors have a responsibility to obey the law/Law/ or higher respects to the source that brings us life et al.

2.2.4 The law requires the Lien Debtors to refrain from creating a public belligerence, harm, threats, injurious conduct , conspiring to harm etc.

2.2.5 The law has regulations about the substandard misconduct being spoken of about each and all Lien Debtors involved in re of the experience to be known within the A.S.G.D.C. at the date and time of 7/4/13 to this current date and time in need of adequate remedy pertinent from that cause.

2.2.6 The fact that the Alvin S. Glenn Detention Center is zoned as commercial, does not exempt the Lien Debtors from their responsibility to refrain from creating a public turbulence.

2.2.7 Any acts codes or regulations utilizable and identified herein dot not fully construe the remedy, cure and maintenance sought for, only the assistance requested/demanded humbly. Only the repercussions of the degree of damage applied and forgiven/debt forgiveness..

LIEN DEBTORS DID UNLAWFULLY

2.3 The above-named Lien Debtor(s), are accused by possible presumption and the specific facts and or truth of the matter of violating the following laws and or natural composure , resulting in offenses/torts:

- a) **GENEVA CONVENTIONS ACT (1957) (at least PART IV--ABUSE OF THE RED CROSS AND OTHER EMBLEMS, SIGNS, SIGNALS, IDENTITY CARDS, INSIGNIA AND UNIFORMS**
- b) **Article 5.(2) - Right to Humane Treatment of the American Convention on Human Rights** (Adopted at the Inter-American Specialized Conference on Human Rights, San Jose, Costa Rica, 22 November 1969)
- c) **Article 3 and 5 of the Universal Declaration of Human Rights**(Adopted by UN General Assembly Resolution 217A (III) of 10 December 1948).
- (d) 18 U.S.C. 241~242
- (e) **Racketeer Influenced and Corrupt Organizations Act (1970)** at least: Kidnapping is an [offence under the common law](#) of [England and Wales](#). In R v D,[\[1\]](#) Lord Brandon said:
First, the nature of the offence is an attack on, and infringement of, the personal liberty of an individual. Secondly, the offence contains four ingredients as follows: (1) the taking or carrying away of one person by another; (2) by [force](#) or [fraud](#); (3) without the consent of the person so taken or carried away; and (4) without [lawful excuse](#). The following cases are relevant:
 - **R v Reid** [1973] QB 299, [1972] 3 [WLR](#) 395, [1972] 2 [All ER](#) 1350, 56 [Cr App R](#) 703, [1972] Crim LR 553, CA
 - **R v Wellard** [1978] 1 WLR 921, [1978] 3 All ER 161, 67 Cr App R 364, CA
 - **R v Cort** [2003] EWCA Crim 2149, [2003] 3 WLR 1300, [2004] 1 Cr App R 18, CA
 - **R v Hendy-Freegard**,[\[3\]](#) [2007] EWCA Crim 1236, [2007] 3 WLR 488, [The Times](#), May 30, 2007
- (f) **Magna Carta Libertatum and/or the The Great Charter of the Liberties of England**

- (g) **The First International Peace Conference in 1899 ~Hague (Act) Conventions of 1899-1907.**
- (f) Pub. L. [113-126](#). (See [Public Laws for the current Congress](#).)
- (g) Title 18 United States Code §§ 1961-1968.
- (g) Applied some sort of “straight arm take down” with out any authorized consent from the party and or living man.
- (h) the rules of our Creator known to be God and or Divine Intelligence and specific back up of and permission from the federal and civil levels.
- (I) Curium Divina
- (j) The Peace established by the red and blue race whom have declared as guideline of the natural landmass to be known as North America or its landmass and or any construable of peaceful conduct.

COMMITTED AS FOLLOWS

2.4.1 The Lien Debtor(s) have violated the law and our Creators guidelines by the following acts or omissions: applying a physical disturbance of the degree identified herein.

2.4.2 The Lien Debtor(s) have to have had conspired to do so.

III. LEDGERING

3.1 the following: Each violation represents damages in the amount of per offense, for a total of \$80,000,000.00, to be assessed jointly and severally. (x 5 trespasses =) Every additional violation in the future will be billed at \$20,000.00 per violation.

CLEAN HANDS/GOOD FAITH LIEN

This Lien is not applied for light or transient reasons, not engaged in for purposes of harassment, and not engaged in for purposes of impeding or slowing court process.

The Lien Debtors have violated the law by the foregoing acts and omissions, and are severally and jointly assessed for their acts and omissions in the amount of Eighty Million Dollars (\$80,000,000.00). Interest shall be applied at the rate of one percent (1%) per month on the unpaid balance.

IV. SURETY -- PROPERTY

4.1 The Surety Property of this Commercial Lien is any and all property of the Lien Debtors both real and movable, wherever located, except those survival provisions and keepsakes and wedding rings which are normally exempt in the Lien Process. Refer to an ordinary lien exemption list, such as is presented by the IRS, for further details. Specifically included is Lien Debtors' house and contents located at _____, Lien Debtors' cars, trucks, jewelry, all personal property and Lien Debtors' checking and savings accounts and any stocks and bonds owned by Lien Debtors.

4.2 **Grace.** The commercial grace of a Lien process consists of a ninety (90) days (three-months Old Testament Hebrew/Jewish commerce) grace period. Lien Debtors are placed on official notice that Lien Claimant will proceed with default proceedings at the end of ninety (90) days from your receipt of this notice of time limitation or process of service

4.3 **Assessment:** This Lien is assessed and ledgered by this *Affidavit of Obligation*, and is sworn to be true, correct and complete and not misleading.

4.4 Violation of this process constitutes accessory to a crime. Any attempt to abridge or defeat or impair this process and release this Lien against the cited Lien Debtors is a felony, publicly punishable by an escalation of this Commercial Process. If the official custodians of this Lien do not honor and protect it, or attempt to tamper with, expunge or release it, they will become personally individually liable for all damages which result, both commercially and criminally, which could have been prevented by reasonable diligence and lawful behavior pursuant to 42 U.S.C. 1986 and 18 U.S.C. 4, 241, 242.

4.5 **Conditions for releasing Lien.** A release of this Lien can be accomplished by the following:

- (1) A satisfaction of the lien by the Lien Debtors; or
- (2) A categorical point-for-point rebuttal (affirmation, denial or explanation) of every element of the Lien Claimant's claim, said rebuttal being also in the form of a commercial affidavit for which Lien Debtors accept full personal commercial responsibility. If the Lien Claimant can rebut the Lien Debtor's rebuttal, the Lien stays in force; or
- (3) A voluntary (un-extorted) removal of the lien by the Lien Claimant (or his heirs or assigns, if such has been provided for); or
- (4) A decision by an impartial common law jury duly convened and properly conducted (not tampered with by a judge, other public official, or other person).

V. EVIDENCE, EXHIBITS, MEMORANDA (Points of Law)

5.1 Attached hereto and incorporated as if fully produced herein are the following Exhibits:

- a) Exhibit A, Title 18 United States Code §§ 1961-1968;
- b) Exhibit B, Title 18 U.S.C. §§ 241-242;
- c) Exhibit C, **Article 5.(2) - Right to Humane Treatment of the American Convention on Human Rights** (Adopted at the Inter-American Specialized Conference on Human Rights, San Jose, Costa Rica, 22 November 1969)

- d) Exhibit D, **GENEVA CONVENTIONS ACT (1957)** (at least **PART IV--
ABUSE OF THE RED CROSS AND OTHER EMBLEMS, SIGNS,
SIGNALS, IDENTITY CARDS, INSIGNIA AND UNIFORMS**
VI. CERTIFICATION

e) Affidavit of Truth

6.1 **Criminal Certification:** I, the Affiant/Lien Claimant, certify and affirm that I have grounds to, and do believe, that the above accused Lien Debtors committed the above offenses contrary to law.

6.2 **General Final Certification:** I, Affiant/Lien Claimant, certify and affirm on my own commercial liability, that I have read the foregoing and know the content thereof and that it is true, correct, complete and not misleading, the truth, the whole truth and nothing but the truth.

EXECUTED this _____ day of _____, 2014, at _____,
Columbia South Carolina..

Tommy Glenn Capps
Affiant/Lien Claimant

VII. WITNESS

NOTARY STATEMENT

The State of South Carolina)
Richland county) ss
///

Before me, a Notary Public for The State of South Carolina, Richland county, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the party whose name is subscribed to the within instrument, and being duly sworn according to law did affirm and subscribe to the foregoing under the penalties of perjury pursuant to the laws of The State of Washington on this ____ day of _____, 2014. Purpose of notary is for witnessing a sworn statement, and not for entering into a foreign jurisdiction/venue.

WITNESS my hand and official seal.

Notary Public for South Carolina State
Richland county
My commission expires: _____

* * * * *

APPENDIX A

The Lien Claimant does NOT rely on Title 15 as a basis for the "Commercial Lien." ALL Commercial processes, by using or relying on notes or paper in Commerce (e.g. Federal Reserve Notes), must bear some sort of Federal tracking code, a County Recorder's number or a serial number, which process must be accessible for inspection at the nearest relevant County Recorder's Office or be widely advertised. When a Lien matures in three (3) months, ninety (90) days, by default of the Lien Debtor through the Lien Debtors failure to rebut the AFFIDAVIT OF OBLIGATION point-for-point categorically, it becomes an accounts receivable in the ordinary sense of a collectable debt upon which assignments, collateralization, and other commercial transactions can be based, hence becomes a Security subject to observation, tracking, and regulation by the United States Securities and Exchange Commission (hereinafter U.S. S.E.C.).

The notation "A Security — 15 USC" is a flag in Commerce telling the U.S. S.E.C. that a speculation account is being established to enforce a lien. The U.S. S.E.C. can then monitor the process. As long as the process is truthful, open, and above-board (full disclosure), the U.S. S.E.C. has no jurisdiction over it, for even the U.S. S.E.C. has no jurisdiction over the truth of testimony, depositions, affidavits, and affidavits of obligation (Commercial Liens), and an un rebutted affidavit stands as the truth in Commerce.

Legal Authority: Universal moral/existential truths/principles, expressed in Judaic (Mosaic) Orthodox Hebrew/Jewish Commercial Code, corollary to Exodus (chiefly Exodus 20:15, 16). This is the best known Commercial process in America.

When an Affidavit is so flagged in Commerce, it becomes a Federal Document because it could become translated into a Security (for example by being attached in support of a Commercial Lien), and not accepting and/or filing a Commercial Affidavit becomes a Federal offense.