

## Affidavit process

### Documents enclosed:

- Affidavit sample
- Notice of Fault and Opportunity to Cure sample
- Notice of Default sample
- Certified Copy document
- Affidavit process

It troubles me to see so many messing around with PCN's, debt collectors, statutes etc. The affidavit process below is to hopefully give you an option to free you from all that.

Q. Would you like a simple, lawful binding and immensely powerful way to stop messing around with arguing FIXED PENALTY CHARGES, debt collectors, council tax, utility companies, TV licensing etc? A way that creates the lawfully binding and irrefutable void between you and the legal 'person' and can demonstrate to all parties that you as a man/woman are not lawfully liable for any public entity or public debt/liability; as well as any other FACTS that you may want to use for a particular purpose?

I am guessing the answer is yes. Then Affidavits, I believe, are your way forward.

A 'private' affidavit, if the whole process is done correctly, creates a 'lawfully' binding agreement/contract between the parties that rises far, far above any 'legal' contract/agreement; in fact as paperwork goes, an affidavit from the 'private' side is superior to all other documents, full stop! You could go as far as to term the private **un-rebutted** affidavit as 'Sovereign Law' because an affidavit from the private side and sworn under unlimited commercial liability indicates that a sentient living private man/woman is behind it, and therefore a Sovereign. **(Warning - Please make sure that whatever you put on an affidavit is your truth).**

I have attached an affidavit for you to peruse and use if you wish. I have actually used this affidavit in a slightly longer format, yet I have removed a few points that I used as they may have been confusing to some, yet as you will see the points on the attached affidavit create an agreement (law of the parties) that would cover, I believe, every eventuality between the private (real) and public (fiction). If you cannot stand-under any of the points on the attached affidavit then remove them or research them until you are convinced without a shadow-of-doubt that they are now your truth.

Do **NOT** use affidavits lightly. Research what you are doing if you are unsure. Affidavits are simple and incredibly powerful law documents. There is nothing to be fearful of whilst using them, but please comprehend what you are doing before firing them off!

Q. How does this affidavit create an agreement of the parties?

A. Because of Tacit Procuration and Stare Decisis (see below for more on stare decisis). Tacit Procuration basically means 'silent agreement' (agreement through acquiescence) and this is the reason why ignoring documents is considered a lethal act in Admiralty. If the Respondent does not respond then he/she is simply saying, "Yes I agree/affirm by my

acquiescence." Tacit procurement enables what is commonly known as 'self authenticating contracts.'

**Q.** Why use a Notary Public?

**A.** The reason Notary Public verification on important documents is so powerful is because simply, in effect, by the time you have a Notice of Default signed and sealed by a Notary you have 'lawful' summary judgement which cannot be overturned, as long as your paperwork and process is correct. (By the way, if at a later date you discover your paperwork is lacking in some way, then simply create another one with all the corrections on. Remember, every party has to have the ability to exhaust their administrative remedies, and creating an affidavit is part of that process). Quite simply you now have '**STARE DECISIS**' - Lat; "to stand by that which is decided." **The principal that the precedent decisions are to be followed by the courts;** and you also have '**RES JUDICATA**' - Lat; **decided or determined by judicial power; a thing judicially decided; a judgment that is considered final and bars re-litigation on the same matter.** A Notary is the judicial power! Also important is the fact that a Notary can act as a conduit between the private and public in regards to 'foreign' jurisdiction; a solicitor cannot do this. Private is classed as foreign to the public.

One of the great deceptions of official agencies is the use of the *Stare Decisis* doctrine. *Stare Decisis* originates from Common Law courts and it is in Common Law that the principles of precedent decisions exist. Precedent decisions do not have to be used in Admiralty courts: <http://topics.law.cornell.edu/wex/Admiralty>

So an official agency sends another party a document. The document gets ignored (lethal in Admiralty), and so the agency sends out a follow up of some kind. If the document gets ignored again then the Common Law doctrine of '*Stare Decisis*' gives the official agency summary judgement; the case is now already decided and cannot be argued.

**Q.** What is a Notice of Fault and Opportunity to Cure and why do I need to use one?

**A.** A Notice of Fault and Opportunity to Cure is correct procedure and therefore gives the Affiant uncompromised standing. There may be a very genuine reason why the Respondent couldn't respond; maybe a death in the family, maybe they were hospitalized etc. So you are saying, "just in case there is a genuine reason why you couldn't respond I am kindly granting you a further three (3) days to respond. You are being nice, and so you should be, as you want to stay honourable at ALL times.

**Q.** Do I have to put all the points on my affidavit?

**A.** No of course not. Make sure it is your truth and besides you can always create more affidavits at anytime. Affidavits create 'your' law; law between the parties. So if you are not happy with their law, create your own. Yours are far more powerful in every single way if done correctly. Your affidavit can have one single point or hundreds; it is your document so you can make it whatever you want and for whatever suits your purpose.

**Q.** Why is a private affidavit so powerful?

A. Basically because as a private man/woman you can operate under unlimited commercial liability and public entities cannot. You see all public entities have what is called a 'scope of office' - which is basically a job description and conditions for which they have limited liability insurance cover. For instance, if a Police Officer believes that you are becoming threatening or aggressive he can make the decision to use appropriate force to restrict and arrest you. Now if in the tussle you fell and broke your arm, the Police Officer does not have to worry about prosecution because using appropriate force in this situation is in his 'scope of office' and therefore falls under his limited liability insurance policy. But, if the Police Officer was to punch you in the face whilst you were sat in your car, he can now be prosecuted for a criminal offence. If the prosecution stands then his insurance would not cover him in anyway. Therefore he could do jail time, be fined and lose his job as his actions did not fall under his insured 'scope of office.' EVERY public official, agent and employee has a 'scope of office' - that's worth remembering!

In commerce, the game is won by the party who took the biggest risk, and as you sign under unlimited (full) commercial liability, the public entity cannot match that as they are under limited liability; unless they are willing to forego this and risk losing their own possessions and career; as far as I know no public entity has ever wanted to take that risk, understandably as they know they are involved in fiction. This is why it is also worthy of reiterating that you should only put your truth on an affidavit, because if it turns out that you have deliberately lied then you risk your commercial credibility for life; and anyway it is against EVERY law to use fraud/lies in your contracts, as so it should be, so DON'T do it! (I have listed some Maxims of law near the bottom of the page concerning affidavits so you can ascertain yourself why affidavits are seen as so powerful).

Q. Can the Respondent just return it?

A. Yes, but then they haven't responded to the points raised so they are instantly at fault, so you can continue with the Notice of Fault and Opportunity to Cure due to non response. Damned if they do and damned if they don't springs to mind.

Q. Can the Respondent just respond with something like, "I disagree with point 3, 4, 6, 8, 9, 11, 14, 15, 17, and 21."

A. Yes they can, but once again they would be at fault. A **Maxim of Law** states, "An affidavit must be rebutted point-for-point." And any rebuttal must have evidence provided to the Affiant to demonstrate why the Affiant's point isn't true, and the Respondent needs to provide his/her rebuttal in sworn affidavit form. Now as long as you have your believed truth on the affidavit, they are NOT going to rebut your facts with their fiction, guaranteed!

**So the process is as follows:**

1. Print out your affidavit on very high quality paper. I would recommend something like 'Southworth' Cotton paper, but if finances won't allow then try and find the best quality you can afford because this affidavit will become a valuable document to you.

2. Visit a Notary Public to attend an 'Affidavit Oath Swearing' and make sure you take a valid passport and a current utility bill or bank statement as the Notary will require these for ID purposes. You will be in the Notaries office for no longer than about 30 minutes. (I also recommend that you buy a small ink pad so you can put your thumbprint seal next to your autograph for added validity and security, yet if you are uncomfortable with this then simply leave this part out). If you do not want to use a Notary then use two (2) private witnesses on the affidavit, Notice of Fault and Opportunity to Cure, but do get the Notice of Default Notarised. This is still very effective, saves money and you are still getting summary judgement; although with certain documents I would suggest getting the whole process Notarised if possible for the added weight and your own psychological confidence.
3. Photocopy the entire affidavit and then use the supplied 'Certified Copy' template to run the photocopied affidavit back through your printer whilst adding/printing the 'Certified Copy' details. (The Holder in due course of a document can lawfully make true, correct and complete copies of the originals; and the holder in due course in this instance is the Claimant/Affiant). **NEVER SEND THE ORIGINALS - THEY ARE YOUR VALUABLE EVIDENCE THAT A LAWFUL AGREEMENT EXISTS!** Sign and date the certified copies.
4. Post the copies using Special Delivery, and I would suggest within 48 hours of the Notaries verification. **KEEP THE POSTAL RECEPTS SAFE WITH THE ORIGINAL DOCUMENTS. Then make another appointment with the Notary for another 'Oath Swearing' in 14 + days time.**
5. Prepare a Notice of Fault and Opportunity to Cure, again using high quality paper, and continue the same process as above giving the Respondent the set amount of time to respond. **Then make another appointment with the Notary for another 'Oath Swearing' in 7 + days time.**
6. Prepare a Notice of Default and once again continue with the above process. Once you have a 'default' judgement from the Notary you now have a bona fide lawfully binding agreement/contract.

Now if you so wish, every time that you need to inform a 'public' entity that you have a lawful agreement with Gordon Brown, d/b/a Prime Minister (or whoever) then simply make another 'Certified Copy' and send it to them; the affidavit copy and the default copy. If they still dare to proceed (extremely unlikely), maybe subpoena the CEO of the UK, in this instance Gordon Brown... it would be a laugh and raise a few eyebrows hey! In truth once you have a valid and lawful agreement you shouldn't even be going to court, that's their little playhouse of fairytales, so let them keep it and take care of your business administratively on the private side.

I remember studying what is sometimes (erroneously in my opinion) called 'Commercial Redemption' under Winston Shroul and I would hear Winston say the following statement on many occasions, "If you don't like their law, then create your own." For months I didn't grasp quite what he meant and Winston is a great teacher (spiritually as well as commercially), and so I believe he was waiting for folk to 'have the ears to hear' this particular loaded message, yet I received the light-bulb moment early whilst watching and studying Winston's 'Commercial Lien' DVD (which I highly recommend). My often research buddy and friend, Guy, had the very same light bulb moment a few weeks later whilst watching the exact same DVD without any interaction between us regarding this matter, and so we knew we were on to something when we shared our individual

experiences. Then Guy met with Winston at a private seminar and informed him of what we were currently doing and showed him our private material; Winston was suitably impressed and informed Guy that our method was absolutely rock solid and the correct and lawful procedure. To be truly honest we already sensed this but of course it is always a pleasure to receive confirmation from someone who has inspired your learning. Since then we have had this information confirmed time and time again, yet as stated before, we didn't really need this confirmation as our confidence in this process felt very solid; and once you realise who you really are I am sure you will comprehend, or already do comprehend, what I am talking about.

Remember it is the **agreement** of the parties that is important. Their law is contract law, and theirs is built on fraud and deception, so create the contracts that you want, not what they want, and yours will be built on fact and truth. If they do not rebut or reply to your paperwork (they won't) then you have a 'lawfully binding' agreement that no other party can lawfully or legally impair. By the way, if the respondent violates the contract then you have instant lien right, but that is for another day. My personal opinion is this; affidavits and maritime liens (which are affidavits of obligation from the private side) wipe the floor of everything in their laughable and weak fictional system.

#### **Maxims of law. (Affidavit based)**

- An un-rebutted affidavit stands as truth in commerce.
- An un-rebutted affidavit is acted upon as the judgment in commerce.
- An affidavit must be rebutted point-for-point.

If you don't like the idea of creating and sending in such an elaborate affidavit as the one provided, and yet you have situations that would benefit from getting the other party into an agreement, then just a very few points can have an almighty effect. Example:

- Affiant is a private living sentient man.
- Affiant is not JOHN SMITH or any other artificial entity/legal fiction.
- The Affiant is not liable to or for any Government statutes, rules and/or codes, including, without limitation, UNITED KINGDOM Codes and statutes and/or codes of any of Respondents' political subdivisions.
- The Affiant is not liable for JOHN SMITH or any artificial derivative thereof at anytime whatsoever.
- The Affiant is not liable for any public debts/liabilities at any time whatsoever.
- The Affiant is not a member of any society whatsoever and therefore the Affiant is not bound by any society's statutes, rules or codes.

Now if the above six (6) points are your truths (and they should be) and you put them on an affidavit to the Respondent, the Respondent has to provide evidence to the contrary of all the 6 points if they want to rebut. I think you can see for yourself that they won't be able to do that. I think you will also notice that you don't even have to use the above 6 points; 1 would be enough for most cases, but try and think of any situation you are involved with that couldn't be solved by having a lawfully binding agreement/contract such as the above.

Folks;

Stop messing around in fear, controversy, statutes, and other self limiting ways; many of the limiting ways I witness on this and many other forums. Create the law you want with the corporate entities. Once you realise who you are and why your true identity and power has been kept at bay, you will realise why a private sovereign affidavit is so powerful. Keep your original affidavits very safe and keep 'certified copies' on you at all times. An enforcement agent will only proceed so far after they have checked the validity of your paperwork; because you will have made sure of the following:

- You know who and what you are.
- You know what you are not.
- You are working through your anger, resentment and blame issues.
- You have stopped being a victim in life.
- You are realising that only you have the power to make you feel.
- You are working towards treating ALL others with understanding, patience, forgiveness, empathy and tolerance.
- You offer your self in service to others at some points throughout your day/week.
- Your law/agreement documents are correct.

Soon we can all be sending our law to 'thingy me-jig' d/b/a President of Europe. Oh what larks.

If you have any questions whatsoever please contact me and I will endeavour to provide you with an answer/opinion.

Warmest regards,

Matt.