

# INSTRUCTIONS

There is no penalty for making reasonable mistakes in good faith. But if one intentionally does harm, then (s)he may be sued. But, before (s)he can be sued, (s)he must be given a fair opportunity to correct his error. The notice gives one that fair opportunity. By it (s)he may have sufficient notice to assert proper diligence and inquire further so as to discover that which an inquiry pursued in good faith would disclose.

There is a wide latitude in the style you use to write the notice. You can pretend you are writing to your sweet old grandmother, or to the Devil him/herself. From the court's point of view the style doesn't matter if the legal points are made. Choice of style is a strategy decision--what effect do you want to have on the offender? Before sending the notice remember to apply Mark Twain's seven rules for good writing: "Revise, revise, revise, revise, revise, revise, revise." It takes seven major revisions to do a notice correctly.

Proof of service - The constructive notice should be served upon the adversary in the same manner that one would serve a summons in a law suit. A proof of service should be executed and (s)held for use as necessary in a future law suit.

Use the following form make changes in red according to your case and change all red fonts back to black.

**DELETE THESE INSTRUCTION WHEN DONE**

# VERIFIED NOTICE<sup>1</sup> AND DEMAND<sup>2</sup>

Your Name, plaintiff;  
Address; City, State zip

Date

**TO:** Name, defendant, Address, City, State zip  
Name, defendant, Address, City, State zip  
Name, defendant, Address, City, State zip  
Name, defendant, Address, City, State zip

**TAKE NOTICE** - Please pay attention, I am prepared to assert my sovereignty to prevent further injury upon me and exercise my authority as a people in a Court of Record and judicial enforcement to restore me to my former state and put an end to these unlawful activities under color of law.

**FACTUAL BACKGROUND** - The following is an overview of some of the perpetrators tactics employed upon me.

In your notice to your adversary make the following points: TAKE NOTICE! Your injuries, e.g. loss of substantive rights, “injury” and “damages” are NOT synonymous words. Injury is the harm done, damages are the compensation for the injury. State the damages (what (s)he owes you) for the injury. Cite the moral, public and private measurements of the damages. e.g. Biblical, 18 USC Sec. 241, 242, common law restitution for violation of rights and your own estimate.

- 1) What (s)he is doing or not doing.
- 2) Your injuries (e.g. loss of substantive rights). (NOTICE! “Injury” and “damages” are NOT synonymous words. Injury is the harm done. Damages are the compensation for the injury.)
- 3) His duty to not cause you injury. The moral, public, and private laws that require him/her to not cause you injury. e.g. Ten Commandments; Bill of Rights, 18 USC Sec. 241, 242; Common law right for restitution.
- 4) He/she is breaching that duty.

**DUTY** - As agents for a/the government contractor<sup>3</sup> you had a duty to be careful not to exceed your entrusted jurisdiction but instead you breached that duty and acted under the color of law and in concert to inflict injury and fraud upon me. Your agency and all persons named above, and others yet to be unmasked, had a moral and lawful duty to not cause injury.

*Add for IRS only w/foot note*

<sup>1</sup> **NOTICE:** “In another sense, ‘notice’ means information, an advice, or written warning, in more or less formal shape, intended to apprise a person of some proceeding in which his interests are involved, or informing him/her of some fact which it is his right to know and the duty of the notifying party to communicate.” Black’s Law Dictionary, 4th Ed., p. 1210.

<sup>2</sup> **DEMAND:** a peremptory claim to thing of right, differing from claim, in that it presupposes that there is no defense or doubt upon question of right, Golden v. Golden, 155 Oki. 10, 8 P.2d 42, 45; Anderson v. Commercial Credit Co., 110 Mont. 333, 101 P.2d 367, 369; National Life & Accident Ins. Co. v. Dove, 141 Tex. 464, 174 S.W.2d 245, 247.

<sup>3</sup> **USC: Title 26** - INTERNAL REVENUE CODE.

**INJURIES** - Your actions have inflicted the following injuries upon me:

- 1) Violation of my unalienable rights
- 2) State your losses, if any.
- 3) Legal and paralegal consulting costs, if any.
- 4) **etc., if any.**

All the aforesaid persons, and others yet to be unmasked, acting in concert under color of law, statute, regulations, and custom have willfully deprived plaintiff's unalienable rights secured and protected by the United States Constitution, therefore if I choose to sue you I will do so in a Court of Record for damages as follows;

**RESTITUTION** - All of the above named persons and cohorts (to be discovered) are responsible to restore the damages<sup>4</sup> inflicted upon me. Each defendant is to pay restitution to plaintiff in real money<sup>5</sup> in the amount of \$1,000.00 face value<sup>6</sup> each for violating plaintiff's unalienable right of due process secured by the Bill of Rights. Defendants, governed by USC Title 18, acted under color of law<sup>7</sup> in one accord and thereby a conspiracy in violation of 18 USC §241 and 18 USC §242.

**THEREFORE**, I, **Your Name** demand that you, in good faith, do your duty by (1) **correcting your files** and (2) **send me by certified mail your letter of correction within 60 days for federal agents or 30 days for all others;** (3) **return monies stolen from me with interest and penalties;** (4) **etc.**

**If you do not do as demanded** within the allotted time, then by tacit procuracy I will determine for you the facts, your duties, and the damages you owe me.

**If you do not perform as demanded**, I will take lawful action IN PERSONAM and IN REM to defend against you, and persons acting in concert with you, who cause or attempt to cause said injuries; to secure my substantive rights; and to redeem the damages owed to me.

**If you fail to satisfy the demand** within the allotted time after having been duly served with this notice and demand, then by tacit procuracy I, **Your Name** or my nominee or my assigns will determine for you the following:

- 1) That the aforesaid demand is just,
- 2) That a court of record in New York may enforce the demand either ex parte or con parte,
- 3) That you and each of you concur and are satisfied with the justness of the demand, and the process by which the demand shall be enforced.

You are hereby advised that:

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<sup>4</sup> 18 USC Sec. 241, 242; 42 USC Sections 1983, 1985, 1986;

<sup>5</sup> US CONSTITUTION ARTICLE I SECTION 10: No state shall ... make anything but gold and silver coin a tender in payment of debts.

<sup>6</sup> Morgan Silver dollars

<sup>7</sup> COLOR OF LAW: The appearance or semblance, without the substance, of legal right. State v. Brechler, 185 Wis. 599, 202 N.W. 144, 148.

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

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

*“An Affidavit if not contested in a timely manner is considered undisputed facts as a matter of law.” [Morris v National Cash Register, 44 S.W. 2d 433 Morris v National Cash Register, 44 S.W. 2d 433], “clearly states at point #4 that “uncontested allegations in affidavit must be accepted as true.”*

Please do not contact **Your Name** in person or by telephone. In order to avoid any misunderstanding, all communications shall henceforth be on the record, i.e. in writing and duly served. Please serve all communications and process directly to the address above:

Seal

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**NOTARY**

**Your State**, **Your County** on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me, the subscriber, personally appeared **Your Name** to me known to be the living (wo)man describe in and who executed the forgoing instrument and sworn before me that (s)he executed the same as his free will act and deed.

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Notary