

Sovereign (common law) Lien Process

1. Get all factual matters nailed down and under Oath/Affirmation via tacit Procuration, for each party involved.
2. Perfect each tacit procuration with an Affidavit of Acceptance, Agreement, and Accord (or equivalent)
3. Record all the above with the County so it is a public record and thereby unarguably "admissible" evidence in any subsequent suit in a civil court (of general jurisdiction).
4. Prepare and record an Affidavit for Claim of Lien by Operation of Law for each party involved. Note: If you are obstructed in recording this document, use the sheriff.
5. Mail/deliver/serve the recorded Affidavit for Claim of Lien by Operation of Law to the lien debtor named therein with a billing statement for the total amount of the lien.
6. At the end of 30 calendar days, mail/deliver/serve your second billing statement for the full amount of the lien.
7. At the end of 60 calendar days, mail/deliver/serve your third and final billing statement for the full amount of the lien with a notation that an extra 10 days grace period will be allowed.
8. At the end of 100 calendar days, prepare and record an Affidavit for Lien Judgment by Acquiescence which details when, how, and by whom all the above steps have been performed as well as acknowledgement of lien debtor's acquiescence thereto and a declaration that the lien has been lawfully perfected.
9. Command the clerk/auditor/recorder with a Writ of Praecipe to enter your Perfected lien in the Lien Judgment Rolls for the County.
10. When this is done, you use the Sheriff's Office to execute the lien judgment and collect in the normal way.

Note: The above process assumes that the lien and/or process are not challenged by the lien debtor. (Not likely with a tacit Procuration in place.) If, on the other hand, the other party properly (under Oath/Affirmation) takes issue or challenges your lien and/or the process, a controversy is thereby established and that's where the judges and the courts come into it. Otherwise, it's a simple, uncontested administrative process being handled between you and the

clerk/auditor/recorder.

I'm enclosing sample documents which I constructed for two of my readers who successfully followed the proper, step-by-step process for sovereign (Common Law) Liens (under my direction). Ron Davenport used the negative averment method to establish his factual basis for claim of lien. It is more appropriate for the sovereign Elector (and far more powerful) to use the procuratorial method. I have included copies of Lanny Messigner's tacit procuration (one of several) to show you how one is properly constructed.

The practical difference between the two methods is that a tacit procuration establishes a Sworn/Affirmed confession to criminal act(s) with intent. When used as the factual basis for a lien, it is not challenged because the alternative is to face criminal charges and criminal penalties. The negative averment method merely proves a point. The tacit procuration method proves the point AND provides the basis ~ a remedy

The amount of the lien cannot be challenged because the fines for each criminal act have been legislatively assessed. Since fraud is usually an element in these type crimes, the amount of the fine/lien is tripled. (The element of fraud has to be made evident in the tacit procuration.)

The Affidavit in Support of Process by Operation of Law (sample copy included herewith) rips the guts right out of any attempt to file charges against the "lien creditor" for the statutory "crime" of "simulating legal process" and may be executed/recorded/filed at any time. It's application extends well beyond the lien process.

An uncontested (Consent) Judgment does not require the signature of a judge. The lien creditor signs it on his own authority. Once the Lien Judgment is entered into the Lien Judgment Rolls, one can either have the Sheriff perform a Writ of Execution or Distress/Distress Infinite the property with a Writ of Attachment (including banA accts., etc.) until the Lien is satisfied.

Distress/Distress Infinite is an impoundment, and if the sheriff fails in any regard in his performance of same, it is called "Pound Breach" and he is liable upon his faithful performance Bond.

Have fun with this.

Yours in Liberty,

(page 1 of 3 Affidavit of Acceptance, Agreement and Accord)
On the 8th day of September, 2004, I placed a true copy of said tacit procuration document in the U. S. Mail, sealed in an envelope with proper postage affixed thereto and addressed to: George Griffeth, GRIFFITH LAW OFFICES, 3530 East Indian School Road, Suite 9 Phoenix, Yourstate 85018

The aforesaid mailing is verified by means of a Certificate of Mailing thereby establishing an effective service/delivery date of September 8th, 2004, upon the said addressee; and

The said tacit procuration document, by its own language, fully informed George Griffeth of its nature and purpose as well as a specified time for any objections, deletions or corrections thereto in proper form; and

As of this date, I have not received from George Griffeth any Notice of Retraction of said tacit procuration authority in accordance with the requirements of P.L. 94-550; and

As of this date, I have not received any objections, deletions, or corrections to the said tacit procuration document or the contents thereof from George Griffeth in accordance with the requirements of P.L. 94-550 within the time specified for that purpose; and

This affidavit acknowledges and confirms the agreement and accord that exists between myself and George Griffeth regarding the said tacit procuration document and the contents thereof; and

This Affidavit also confirms my acceptance of George Griffeth's admissions and Stipulations via Tacit procuration, and

This affidavit is made in good faith and the information contained herein or incorporated by reference is true and correct to the best of my knowledge.

Subscribed and affirmed under the pains and penalties of Perjury before competent Witnesses this _____ day of 2005.,

John Henry Doe, Affiant
c/o postal service address:

1234 Someplace Road
El Cajon, Yourstate [92021]

(page 2 of 3-- Affidavit of Acceptance, Agreement and Accord)

ATTESTATION:

We, the undersigned, bear witness this _____ day of _____ 2004, that the one known to us as John Henry Doe did appear before us and, upon her solemn Affirmation under the pains and penalties of Perjury, did affix the above signature hereto.

_____ an inhabitant of Yourstate State

_____ an inhabitant of Yourstate State

_____ an inhabitant of Yourstate State

:Pursuant to the Bible Doctrine of "...two or three witnesses" (Deut. 19:15, Matthew 18:16, etc.), and Public Law 97-280.

(The recording/filing fee is tendered under the Official Seal of the united States Treasurer.)

(page 3 of 3 -- Affidavit of Acceptance, Agreement and Accord)

John Henry Doe
c/o postal service address:
1234 Yourstreet Road
Your Town, Yourstate [99999]

Yourstate State Sovereigns' (county) Court Yourcounty County

John Henry Doe,
Sovereign Elector Sui Juris,
Moving Party,

Suit of the Sovereign In Capita.
A Special Action for Remedy Ex
Necessitate Legis for Breach

of

v.

Oath/Bond, Accroachment, and/or
Egregious Trespass

George Griffeth, Esquire
Attorney,
Answering Party.

TO: George Griffeth, Attorney, Member of the American Bar
Association; the Bar of Yourstate, Officer of the Court

RE: Trespass; mailfraud; violation of the FAIR DEBT COLLECTION
PRACTICES ACT, 15 USC § 1692; injury to John Henry Doe

In pursuance with the Biblical exhortation to agree with thine
adversary quickly, whilst thou are in the way with him..."
(Matt. 5:25) and, considering the manifold issues to be
resolved in the above captioned matter I hereby extend this
opportunity for us to agree (or disagree) in advance of formal
litigation.

Since the proclivity of an adversary is to avoid answering (per
Proverbs 29:19), the following questions are answered on your
behalf to preclude any stalemate arising from your failure to
respond, although you may wish to enter specific and detailed
objections in the event we are not of one accord.

SPECIAL ENTRY UPON DISCOVERY VIA TACIT PROCURATION

Do you, George Griffeth, admit the fact ...

RE: ACCOUNTABILITY FOR CONDUCT/BEHAVIOR AS A DEBT-COLLECTOR;
AS AN "OFFICER OF THE COURT" AND A MEMBER OF THE BAR.

1)...that on the day of your admission to the BAR you did execute the attorney's oath to uphold/support the Constitution and laws of Yourstate and of the United States, the organic act;

ANSWER: Yes

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2)...that in taking your Attorney's Oath you swore to "do no falsehood" and to not "sue any false, groundless or unlawful suit" and to "delay no man for lucre or malice;" or an oath to similar effect?

ANSWER: Yes

3)...that as an attorney and officer of the court, you are bound by said public Oath/trust/allegiance to the freeman character John Henry Doe, inter alia, to uphold the laws of Yourstate and of the United States by pledge in contract law?

ANSWER: Yes

4)...that, as an attorney and an officer of the court, you fully understand that you cannot credibly claim "ignorance of the law" as defense or excuse for your behavior or actions toward or against freeman character John Henry Doe?

ANSWER: Yes

5)...that you are a "debt collector" as defined in 15 USC §1692a6, and that you identify yourself and/or your firm as such in the collection letters you send out?

ANSWER: Yes

6)...that after a credit card is charged off, it is common practice to sell the charged off debt to attorneys in the debt collection business, such as George Griffeth at deep discounts.

ANSWER: Yes

7)...that, prior to sending collection letters to John Henry Doe, you bought evidences of debt, in a batch or batches, one of which had upon its face the name of John Henry Doe?

ANSWER: Yes

8)...that attorneys who purchase evidences of debt and then

file lawsuits in the name of the original maker of the debt are committing felony fraud.

ANSWER: Yes

9)...that George Griffeth routinely purchases evidences of debt sold by firms such as BIGBANK SOUTH DAKOTA N.A., then relies on these firms to aid and abet felony fraud.

ANSWER: Yes

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10)...that a credit card contract is a continuing series of offers to contract and as such is not transferable. Therefore your purchase of this alleged debt confers no rights upon George Griffeth or GRIFFETH LAW OFFICES, to collect for his/its own benefit.

ANSWER: Yes

11)...that under the Statute of Frauds, it is a crime to put oneself in harms way, such as by buying evidences of debt, then later claim an injury.

ANSWER: Yes

12)...that bringing an unvalidated claim against John Henry Doe was a trespass by George Griffeth upon Doe's agreement with HOUSEHOLD CREDIT SERVICES and a commercial injury to John Doe.

ANSWER: Yes

13)...that BIGBANK SOUTH DAKOTA N.A., did not give you any account and general ledger statement, nor any affidavit of an officer verifying that John Henry Doe was loaned money put at risk by BIGBANK SOUTH DAKOTA N.A..

ANSWER: Yes, that is true.

14)...that on July 29, 2004, you sent a presentment, a demand to be paid \$12,106.71, to John Henry Doe, falsely claiming to be "engaged by" and to collect said sum on behalf of BIGBANK SOUTH DAKOTA N.A.

ANSWER: Yes

15)... that on or about August 4th, 2004 you received in the mail, from John Henry Doe, a request for validation of the purported debt, as required of you under the Fair Debt

Collection Practices Act 15 USC §1692 1693 et seq..

ANSWER: Yes

16).. that subsequent to John Henry Doe's request for validation of the purported debt, you did not send the requested validation to John Henry Doe, but, rather sent unverified, unsubstantiated bank statements that were unsupported by affidavit or testimony of a **competant witness, with first hand knowledge that BIGBANK SOUTH DAKOTA N.A. put at risk its money**, and, therefore the papers you sent did not meet the validation requirements of the Fair Debt Collection Practices Act 15 USC §1692 1693 et seq..

ANSWER: Yes, that is true.

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17)...that validation, under the Fair Debt Collection Practices Act, requires that a **witness with first hand knowledge** give sworn testimony regarding any debt that is claimed to be owed, and that ARIEL MENDOZA did **not** claim to know John Henry Doe, did **not** claim to be present at any transactions, and did **not** claim to know that BIGBANK SOUTH DAKOTA N.A. put its money at risk by loaning said money to John Henry Doe.

ANSWER: Yes, that is true

18)...that George Griffeth had no competant witness with first hand knowledge, no original contract with John Henry Doe's signature, nor promise of said original contract, required to validate the debt George Griffeth claimed John Henry Doe owed.

ANSWER: Yes, that is true

19)...that in continuing collections without proper validation, George Griffeth, has violated the Fair Debt Collection Practices Act, is without any proof of claim, and without standing to sue.

ANSWER: Yes

20)...that, with respect to John Henry Doe's "Demand to Cease," you failed to provide John Henry Doe with full disclosure; did not produce the alleged contract, or validate your claim.

ANSWER: Yes, that is true.

21)...that bringing this unsupported claim in an attempt to collect money not lawfully due to Griffeth was a violation of the Statute of Frauds, mailfraud, a violation of Griffeth's Attorney's Oath, a commercial trespass and an injury to Doe.

ANSWER: Yes

22)...that BIGBANK SOUTH DAKOTA N.A. cannot be affected financially by the outcome of litigation brought by George Griffeth against John Henry Doe, for the reason that, if a judgment were to be awarded in the suit, it would be George Griffeth's award and win, and George Griffeth would retain the entire amount of any monies paid.

ANSWER: Yes

23)...that under the Yourstate Unfair Practices Act, Yourstate Code Ann. 13-2-1 and 13-5-1 it is prohibited for George Griffeth to use "deceptive acts or practices..."

ANSWER: This is true

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24)...that using the United States Mails to claim that George Griffeth was "engaged by" and therefore represents BIGBANK SOUTH DAKOTA N.A. (which cannot be affected financially by the outcome of Griffeth's threatened litigation) in order to collect from John Henry Doe was not true, and therefore was mail fraud and a deceptive practice.

ANSWER: Yes.

25)...that buying an unverified and charged-off debt for a small fraction of its face value, with the expectation of bringing an unsupported suit, falsely claiming to the court to represent BIGBANK SOUTH DAKOTA N.A., in order to collect from John Henry Doe would be, and is, a deceptive practice.

ANSWER: Yes.

DETERMINATION/STIPULATION FINAL

This Determination becomes FINAL, unless specifically objected to, point for point, in detail, under oath, within ten (10) days of receipt; an extension of time granted if Lawful authority is cited within the initial ten (10) day period.

Dated this 8th day of September, 2004.

Pursuant to the Bible Doctrine of "...two or three witnesses" (Deut. 19:15, Matt. 18:16, etc.) and Public Law 97-280, we put our hands to this instrument with all rights explicitly reserved.

John Henry Doe
care of postal service address:
1234 Yourstreet Drive
Yourtown, Yourstate [99999]

WITNESSES

_____ an inhabitant of Yourstate State

_____ an inhabitant of Yourstate State

_____ an inhabitant of Yourstate State

(page 5 of 5) SPECIAL ENTRY UPON DISCOVERY BY TACIT PROCURATION