

Example Affidavit of Specific Negative Averment

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notice to the agent is notice to the principal; notice to the principal is notice to the agents

herein claimed, declared, expressed, and stated as true, correct, complete and not misleading

Non-negotiable
By special appearance
Restricted jurisdiction

State of [State])
) ss.
County of [County])

From Secured Party/Authorized Representative:

[Address]
[City] [Zip]
[State]
Secured Party

For Respondent:

[RESPONDENT]
[AGENCY]
[RESPONDENT ADDRESS]
[RESPONDENT CITY], [RESPONDENT ST] [RESPONDENT ZIP]

Sent by: United States Post Office Registered Mail No. [RM #]

Re: Case No. [Case #], i.e. "Alleged Case"

AFFIDAVIT OF SPECIFIC NEGATIVE AVERMENT

From the soil of [State] the undersigned Affiant, [Name], one living, breathing, flesh-and-blood being, hereinafter "Secured Party," appearing in restricted jurisdiction in proper capacity with unlimited liability, possessing undiminished standing in law, as a sovereign, spiritually autonomous, sentient [gender] with free will, unalienable rights, and unalloyed authority for upholding said rights, and beneficiary by blood, birth, innate being, and descent of Original Jurisdiction defined and secured in law by the eternal Covenant of Secured Party with the Creator, in accord with guarantees secured, *inter alia*, by the *Unanimous Declaration*, i.e. "*Declaration of Independence*," 1776, and in accordance with Secured Party's sincerely held spiritual convictions and creed, does herewith solemnly swear, declare, and state that:

1. Secured Party can competently state the matters set forth herewith.
2. Secured Party has personal knowledge of the facts stated herein.
3. All the facts stated herein are true, correct, complete, and certain, admissible as evidence, not misleading, and if testifying Secured Party can so state.

Plain Statement of Facts

4. This AFFIDAVIT OF SPECIFIC NEGATIVE AVERMENT, hereinafter "ASNA," constitutes a "specific negative averment" [in accord with 28 USC Federal Rules of Civil Procedure Rule 9(a)] re alleged "Case Number: [Case #]," hereinafter "Alleged Case."
5. Secured Party executes ANSA solely as authorized representative of [NAME]. Secured Party is not now, nor may Secured Party be construed as being, an accommodation party, nor a surety, for [NAME], nor for any derivative, nor for any orthographic variation, of said name, nor for any other juristic person, and is indemnified and held harmless by Purported [NAME] in **Specific Power Of Attorney and Indemnification And Hold Harmless Agreement** No. [Customer ID]-SPA-IHHA dated the [Day] Day of the [Month] Month in the year of Our Lord Nineteen Hundred [Year], hereinafter "SPA-IHHA," from and against any and all claims, debts, legal actions, citations, orders, warrants, judgments, awards, demands, liabilities, losses, depositions, summonses, lawsuits, costs, fines, liens, levies, penalties, damages—including direct, liquidated, consequential, incidental, and otherwise—interests, and expenses whatsoever, both absolute and contingent, as are due and as might become due, now existing and as might hereafter arise, and as might be suffered by, incurred by, and imposed on [NAME] for any reason, purpose, and cause whatsoever. Copy of SPA-IHHA is attached herewith, made fully part hereof, and incorporated herein by reference as Attachment A.
6. As an existential, sentient, biological, spiritually autonomous [gender], Secured Party:
 - a. Concurs with the spirit and alleged guarantees stated in and secured by the *Unanimous Declaration*:

We hold these truths to be self-evident, that all men are created equal, that they are endowed by their Creator with certain unalienable rights, that among these are life, liberty and the pursuit of happiness. That to secure these rights, governments are instituted among men, deriving their just powers from the consent of the governed, that whenever any form of government becomes destructive of these ends, it is the right of the people to alter or to abolish it, and to institute new government, laying its foundation on such principles and organizing its powers in such form, as to them shall seem most likely to effect their safety and happiness.;
 - b. Is acting with rights granted by Life, i.e., given by the "Creator," *supra*, and upheld by all valid and just law;
 - c. Is not, and may not be construed as being, a surety, nor an accommodation party, for [NAME], nor for any kind of juristic person, *ens legis*;
 - d. Claims no rights, privileges, nor immunities under limited liability, and [per 42 USC § 1994] cannot be construed as functioning in limited liability;
 - e. Requires no bond;
 - f. Notices all involved parties of Secured Party's express non-consent for being construed as consenting that Secured Party may in any manner be rendered bound by any limited-liability proceeding;
 - g. Possesses a commercial and fiduciary interest in the subject matter of any proceeding based upon any legal determination rendered by any person that Secured Party is a defendant in any limited-liability proceeding, e.g. Alleged Case;
 - h. Possesses a commercial and fiduciary interest in the subject matter of any proceeding based upon any legal determination rendered by any person that [NAME] is a defendant in any proceeding, e.g. Alleged Case.
7. Secured Party is neither a juristic person, legal fiction, entity, individual, organization, association, voluntary association, joint-stock association, company, co-partnership, firm, nor order, nor is Secured Party an organized society, incorporated society, society aggregate, part of any aggregate, automatic aggregate, nor public utility aggregate.

8. Secured Party is not misrepresenting [Name] and does not act in any manner that diminishes the unlimited-liability standing of Secured Party. I.e., Secured Party neither grants, ratifies, bargains for, gifts, sells, options, nor donates any power of appointment, special power of appointment, general power of appointment in trust, nor any general franchise, special franchise, nor elective franchise of name, character, nor Secured Party's living body for any reason, such as for any consideration, option, opting, promise, implied promise, successive promises, agreement, presumed agreement, fiction, forbearance, grace, creation, modification of legal relation, destruction of legal relation, title, titles, nor for any return promise, bargained for and given in exchange for a promise, privilege, benefit, reciprocity, nor any future interest, nor for any other purpose.

9. Secured Party neither consents nor assents that Secured Party is bound by:
- a. Any presumption that Secured Party is other than an actual, biological, and spiritual being with undiminished standing in law and sovereign character;
 - b. Any actions by anyone on the basis of fictions;
 - c. Any actions by anyone on the basis of frauds;
 - d. The terms and conditions of any unrevealed agreement;
 - e. The terms and conditions of any unrevealed express contract;
 - f. The terms and conditions of any unrevealed implied contract;
 - g. The terms and conditions of any unrevealed constructive contract;
 - h. The terms and conditions of any alleged contract that is not executed by affidavit sworn true, correct, and complete and does not satisfy all the requisites of contract law for valid contract;
 - i. Any unrevealed presumption of law;
 - j. Any unrevealed presumption of fact;
 - k. Any silent judicial notice;
 - l. Any presumption of authority for acting against Secured Party on the basis of any alleged war powers, state of emergency, law of necessity, and the like.

10. The correct parties concerning any alleged dispute must be accurately and legally identified and appear in court before any proceeding may commence, inasmuch as otherwise ambiguity prevails and no way exists for knowing who is involved with whom, nor the nature of any such alleged involvement, rendering said proceeding and all matters connected therewith and pertaining thereto void for vagueness as per 46 AmJur 2d, Judgments:

100 Parties. A judgment should identify the parties for and against whom it is rendered, with such certainty that it may be readily enforced, and a judgment which does not do so may be regarded as void for uncertainty....

11. Secured Party is unaware of the manner in which any of the below-named assemblages of letters, hereinafter "Unidentified Entities," is defined in law:

STATE OF [STATE]
UNITED STATES
UNITED STATES OF AMERICA
US
U.S.
USA
U.S.A.
US GOVERNMENT
UNITED STATES GOVERNMENT
THE GOVERNMENT OF THE UNITED STATES
THE PEOPLE OF THE STATE OF [STATE]

THE [NAME OF COURT]
[PROSECUTOR]
[PLAINTIFF]
[AGENCY]
STATE BAR OF [STATE]
ALL BAR ASSOCIATIONS
ALL SUB-AGENCIES AND DIVISIONS OF THE ABOVE

12. Secured Party is unaware concerning whether any of the above-referenced Unidentified Entities is legally established in any identifiable legal and commercial domicile, and is unaware whether any particular Unidentified Entity is legally defined as a:

- a. Living, breathing, sentient being;
- b. Corporation;
- c. Partnership;
- d. Limited partnership;
- e. General partnership;
- f. Sole proprietorship;
- g. Trust;
- h. Estate;
- i. Business;
- j. Association;
- k. Incorporated association;
- l. Unincorporated association;
- m. Other.

13. Until and unless Secured Party is presented with incontrovertible proof otherwise, Secured Party denies that any Unidentified Entity:

- a. Exists;
- b. Is proved on the record as existing;
- c. Is legally defined on the record;
- d. Is solvent;
- e. Has "capacity to sue or be sued or...sue or be sued in representative capacity";
- f. Is appearing in court re Alleged Case;
- g. Can appear in court re Alleged Case;
- h. Is bound by any bona fide, enforceable contract with any other alleged party re Alleged Case.

14. Until and unless Secured Party is presented with incontrovertible proof otherwise, Secured Party asserts for and on the record that the fictitious business name Tradename-Trademark, i.e., [NAME] and every derivative and orthographic variation of [NAME]:

- a. Is bankrupt;
- b. May neither sue nor be sued;
- c. Is neither a party capable of appearing in court nor a party bound by any contractual relationship with any Unidentified Entity.

15. Based upon the above-referenced bankrupt and civilly dead status of [NAME], no party nor person may proceed in any manner against [NAME], nor against any derivative nor orthographic variation of [NAME], for want of any capacity for stating a claim upon which relief can be granted.

16. Secured Party further states and asserts for the record that:

- a. Neither [Name], nor any derivative nor orthographic variation of [Name], is the alleged defendant in Alleged Case;

- b. Neither [NAME], nor any derivative nor orthographic variation of [NAME], is the alleged defendant in Alleged Case;
- c. Secured Party does not consent that any proceedings of any kind may transpire involving the use of either of the above-referenced names, i.e., neither [Name] nor [NAME], nor any derivatives nor orthographic variations of said names, in the absence of proof by every involved party re Alleged Case of each and every element alleged herein, and proof of the existence of full disclosure, mutual good faith, free consent, capacity for contracting, capacity for suing and being sued, as well as proof of the absence of fraud, duress, malice, undue influence, mistake, valuable consideration exchanged, and every other element of contract law that is essential for forming a valid, bona fide contract enforceable at law;
- d. Secured Party may not be construed as being involved in an imaginary dispute between non-existent and non-appearing entities;
- e. No Unidentified Entity possesses, nor can possess, jurisdiction over Secured Party, nor Secured Party's property, nor Secured Party's rights, and the issue of jurisdiction cannot be waived;
- f. The record must be corrected re this matter immediately;
- g. All parties whatsoever are estopped henceforth from acting against any of Secured Party's rights and property in any manner re Alleged Case.

17. Secured Party's unlimited commercial liability is a genuine material fact that must be resolved before any proceedings of any kind may transpire that purportedly involves Secured Party, and which bars all capacity for construing that Secured Party is bound by any summary judicial processes re Alleged Case.

18. Secured Party does not accept, does not enter into contract with, does not consent, and does not assent concerning being regarded as participatory within, cannot be lawfully considered as contractually bound by, and expressly renounces, disavows, and repudiates any and every presumption that any nexus exists between Secured Party and any Unidentified Entity, nor any principal, agency, sub-function, municipal corporation, branch, section, department, division, agent, officer, official, representative, employee, nor any actor thereof.

19. Secured Party further states and alleges for the record that, if Alleged Case is deemed as being a civil matter, each and every one of the following essential elements must be established on the record and provided Secured Party by each and every alleging party, by means of affidavit sworn true, correct, and complete, in compliance with all terms, conditions, restrictions, requirements, demands, and criteria of ASNA, establishing on the record:

- a. The underlying contract in dispute, entered into by all interested parties sworn true, correct, and complete;
- b. Identification with particularity of the terms and conditions of the disputed contract concerning which Secured Party is allegedly in default;
- c. All commercial paperwork, bookkeeping, and accounting substantiating every allegation, executed under affidavit sworn true, correct, and complete by parties staking defined commercial liability on the validity, veracity, accuracy, relevance, and verifiability of each and every assertion made by each particular affiant;
- d. Identification with particularity of all creditors concerning whom Secured Party allegedly owes a defined sum certain amount of money based on Secured Party's alleged default on the foundational contract in dispute;
- e. An itemization of parties concerning whom Secured Party must allegedly render corresponding specific performance based on Secured Party's alleged default on the foundational contract in dispute;

- f. The remedy and relief sought, defined with particularity;
- g. Proof of each alleging party's authorization for acting against Secured Party on the basis of Secured Party's alleged default on the foundational contract in dispute.

20. Any criminal action against Secured Party must be instigated by affidavit sworn true, correct, and complete in compliance with all terms, conditions, restrictions, requirements, demands, and criteria of ASNA and establishing on the record:

- a. The appearance, existence, legal identity, address, legal domicile, commercial domicile, jurisdiction, and contractual nexus with Secured Party of every alleged interested party;
- b. Every allegation, remedy, and relief sought, defined with particularity, supported and substantiated by affidavit sworn true, correct, and complete;
- c. Proof of lawful personam jurisdiction over Secured Party;
- d. Proof of any involved court's lawful subject matter jurisdiction;
- e. Charging affidavits re every allegation and party alleging wrongdoing against Secured Party, sworn true, correct, and complete;
- f. Verified warrants of probable cause executed upon affidavits sworn true, correct, and complete;
- g. Complete and valid commercial paperwork, executed by affidavit sworn true, correct, and complete, "particularly describing the place to be searched, and the persons or things to be seized," as purportedly mandated by the Fourth Article of Amendment, "Fourth Amendment," of the Constitution of the United States of America, 1787, Bill of Rights, 1781, and the Constitution of the State of [State];
- h. Proof of the alleging party's authorization for acting against Secured Party.

21. Any aspect of ASNA that is "construed" in any manner other than in accordance with the import and significance intended by Secured Party herewith is null and void and of no force and effect. Secured Party intends that the meaning of words used herein accord with common usage and be acted upon in accordance with Secured Party's declarations and intent and not per the intent of any other being, as per the maxim of law, "It is to the intention that all law applies." All disputes arising concerning the intent, import, and significance of any terms and conditions of ASNA must be resolved by requesting that Secured Party provide, by affidavit, clarification of any aspect that is "construed" as other than the meaning and intent of Secured Party as set forth herein. Any such requester must define with particularity every word and phrase used in said requester's request. All burden of proof validating any matter construed other than as Secured Party asserts herein falls on the party acting against Secured Party.

22. Secured Party herewith provides notice of Secured Party's specific negative averment, non-consent, and non-assent concerning every presumption that Secured Party is in any manner contractually bound by any alleged terms, conditions, consequences, and ramifications of any alleged contract, agreement, law form, and jurisdiction connected with:

- a. United States, 1871, State of [State], and any principal, agent, officer, official, representative, employee, actor, assignee, real party in interest, and real party of interest thereof;
- b. Being legally and politically regarded as a "citizen of the United States" as referenced in the so-called Fourteenth Amendment of the Constitution of the United States;
- c. Being regarded as a co-trustee of any *cestui que* trust as might allegedly exist, *inter alia*, on any basis such as:
 - i. Creation of the corporate United States, as originally chartered by the Legislative Act of February 21, 1871, Forty-first Congress, Session III, Chapter 62, page 419;
 - ii. The creation of State of [State];

- iii. Being regarded as a "citizen of the United States" as referenced in the 14th Amendment of the Constitution of the United States;
 - iv. Alleged existence and operation of the above-referenced General Partnership between [State] Republic, and State of [State].
 - d. Being regarded as a slave;
 - e. Being regarded as an enemy;
 - f. Being regarded as a surety for any juristic person.
23. In the absence of knowledge, *scienter*, concerning the below-enumerated unknown elements, Secured Party cannot competently and justly participate in any proceeding whatsoever re Alleged Case:
- a. The jurisdiction of law re Alleged Case;
 - b. The jurisdiction of the alleged court, i.e. "[COURT]";
 - c. Whether Alleged Case is a proceeding in time of peace;
 - d. Whether Alleged Case is a proceeding in time of war;
 - e. Whether Secured Party is regarded as an enemy;
 - f. Whether commerce may be permitted between belligerents;
 - g. Whether the alleged parties re Alleged Case are of well-meaning intent;
 - h. Numerous other elements that must be disclosed, known, and understood for the occurrence of a sane, lawful, and just proceeding.
24. Inasmuch as the law cannot compel impossibilities, Secured Party may not be compelled into participating in any proceeding that may possess a hidden agenda that might damage Secured Party's "unalienable rights," i.e., the "life, liberty and pursuit of happiness" with which Secured Party is "endowed" by Secured Party's "Creator," and Secured Party cannot be regarded as bound by any alleged agreement that is not founded on good faith, mutual free consent, genuine meeting of the minds, absence of fraud, malice, duress, undue influence, and mistake, with identified lawful object and bona fide valuable consideration pledged by the parties involved in any alleged contract.
25. Any rebuttal of ASNA by Respondent must be executed in the manner of ASNA, using Respondent's Christian name for signature, executed true, correct, and complete, in red ink, with red-ink thumbprint of Respondent's right hand, and delivered so that Secured Party receives the rebuttal within ten (10) days of receipt of Respondent's receipt of ASNA.
26. In the event Secured Party receives no rebuttal of ASNA from Respondent within the above-stipulated time period of ten (10) days, Respondent's default is established on the record signifying Respondent's confession and consent of judgment that Respondent concurs with every provision and specific negative averment in ASNA and is devoid of any valid claim whatsoever against any interests of Secured Party.
27. All statements and demands made herein are established for and on the record of any court, legal proceeding, commercial involvement, and any other undertaking that might be involved with the subject matter contained herein.

Verification

28. The undersigned affiant, [Name], i.e. "Secured Party," does herewith assert and declare on Secured Party's unlimited liability that Secured Party executes ASNA with sincere intent, that Secured Party can competently state the matters set forth herein, that the contents are true, correct, and complete in accordance with Secured Party's knowledge, understanding, and sincerely held spiritual convictions and creed.

Autograph:

Affiant's right thumbprint
