

----- Forwarded Message -----

Subject: A measured response

Date: Wed, 4 Apr 2018 07:29:29 -0700

From: Arnie Rosner <arnie@arnierosner.com>

To: charles Stewart <charles@constitutionalgov.us>

CC: hartfordvandyke <hartfordvandyke@gmail.com>

Greetings Charles

So let us remove the gloves and speak strictly in terms of the reality of business...

Let us clear the air by recognizing the original deal is and was dead from the point you failed to produce the legal team as intended. There is still remains the possibility to advance some work that needs to be done. However to this point, if you wish my further participation in any future activities, you will have to reexamine the manner in which you treat your accounting practices...

Thank you for your input on this matter. And thanks for Hartford's time although his involvement here, while appreciated, has no bearing on anything.

In this case Charles now that it is clear, Hartford is not in anyway involved in creating this arrangement, he has no say in these matters. Regardless of how much comfort you may take by having another opinion upon which to rely as added weight for your positions.

And Charles...let me also make sure you really understand that as the purchaser of services I am the sole judge of my satisfaction. And it is my expectations and my judgement that prevails.

What ever area that you may consider as a disagreement is in your mind...not mine.

You see Charles I am the customer and sole judge of my satisfaction. And the moment I am not satisfied---the need for any services that do not satisfy my needs is no longer a requirement.

Your opinion of the fairness of my decisions is not a matter subject to discussion, unless I chose to engage. However, your reputation as a provider of services is again a matter of my judgement...not yours.

Also keep in mind every transaction is an opportunity to test the honesty, sincerity and the integrity by which one operates. Honorable people understand, without question, their requirement to satisfy their clients. And being in business for around 60 years, I am an expert in this matter.

Now since you were willing to create this situation and quote a price for the services you committed to provide in good faith, I accepted your offer and paid you in advance, demonstrating my full faith in your ethics as an honorable man.

And the fact that I went to herculean efforts on a Sunday night to provide you the funding within a few short hours so you could pay the team members, which you confidently specified you believed you could provide, is testament to the urgency I placed on this task. One must have been brain dead to fail to recognize the need for urgency.

However, that would have been my fault for assuming the requirement for timeliness was understood by a man of your sophistication. But even then Charles, I may have made a mistake and been wrong in doing so...but as always I am still the customer.

And I am sorry Charles, I don't accept the fact we never discussed a specific time line as a reason for your failing to produce the results in what I considered a timely basis. And if you had any questions on that matter, as the provider of the contracted service...you had the obligation to ask!

Now to more specifics that was conveniently left out of the matter we discussed.

In a nutshell:

Our agreement was based on my providing \$5,000 for you to fund **a specific endeavor** by:

This is a written invoice for the services of a community of competent constitutional law scholars, who are here-by contracting to deliver our consensus based Re-Wording of a "Grand Jury Indictment" document,

*The \$5000 was provided for **a specific task with specific parameters...not advanced to you to provide you with general funding** to be used in the church as you deemed fit.*

Subsequent to delivering the \$5,000, a follow-up conversation reveals: none of the members of the community on which the original quote was based seemed to be available. **So at that point the deal was dead as specified.**

And on that basis the refund of the \$5000 due me was established by default.

And Charles...you as a responsible man, operating in good faith, had the obligation right then and there to cancel the arrangement yourself as soon as you realized you could not produce the performance on which the arrangement was based.

I demonstrated my good faith by advancing you the funds on the strength of your word alone. The rough breakdown that justified my advancing the \$5000 up front was:

Hartford 1000
Mel 1000 Assumed
Howard 1000
Charles 1000 Assumed
estimated 4000

With no team available to perform the work as specified there was no team members to pay. There is a moral and ethical obligation to recognize the deal was moot and any continuation of efforts must be subject to a new arrangement - renegotiations. Standard business practices 101

Side bar: Charles bank account 2000

And what was not mentioned was my offer to renegotiate the arrangement for the other parts of the two documents on which you spent time as separate work...and or permit you the ability promote the affidavit document on your own, without any obligations to me since you created the document.

But in order to move ahead in good faith, the \$5000 must be returned as the original deal failed immediately after the delivery of the funds. And a new arrangement must be formulated and the cost renegotiated based on realistic achievable results,

As confirmation we are operating in good faith as also specified, must be demonstrated by returning the \$2000 in Charles bank account, to me within 24 hours.

Now in the final analysis Charles, you are free to do what ever you believe is correct and fair in your mind. Chose to do nothing to meet my requirements of satisfaction. Ignore returning the \$5000 funds and I will have to write off my loss and base it on my poor judgement of the character of a man in whom I once believed. But in terms of your loss...incalculable.

Are there any questions?

arnie
arnie@arnierosner.com
714-964-4056 24/7
scannedretina.com

On Apr 4, 2018, at 12:42 AM, Charles Stewart <charles@constitutionalgov.us> wrote:

Thank you Arnie & Hartford.

The differing views between my-self & Arnie on this matter do deserve to be reduced to a text-based summary; as Arnie has so prompted here-in below.

Much of Arnie's version of our agreement is accurate, i do agree; but i do have some differing-views on some points; as i respond here-in below, line-by-line & point-by-point.

On 04/03/2018 08:15 PM, Arnie Rosner wrote:

Greetings Hartford.

This is an unexpected message. Forgive my imposition. It has to do with a possible responsibility you have for actions taken by Charles Stewart, or at least he has inadvertently so indicated.

I do not believe i have ever "indicated" that Hartford is "Responsible ... for actions taken by" my-self; Arnie.

<snip>