

Article 3,
Superior Common law Court of Record,
Montcalm County Venue
MRE Rule 202

Andrew Stuart Ouwenga, Sui Juris

Case No.

Grievant,

Hon. _____

Judge/Magistrate
vs.

REYNOLDS TOWNSHIP TREASURER
local
Roger Stedman, Sui Juris, and
MONTCALM COUNTY TREASURER
Joanne Vukin, Sui Juris,

Re: ANARCHY - within
government.

Respondents.

/ /2017

**NOTICE OF CRIMINAL CONTEMPT
REGARDING RACKETEERING
BY A DIRECT TAX AND FORFITURE NOTICE.**
DEMAND TRIAL BY JURY- MCR 2.605 (B).
By Affidavit

FACTS REGARDING GRIEVANT'S STATUS:

I, Andrew Stuart: Ouwenga, here in the 'Grievant'; a
'Michigan National' [Art. 4, Sec. 2], I am not a 'United States Citizen/Subject'
[14th. Amendment]; "I am" (is) not found within the definition of the term
'PERSON' in the foreign private CORPORATE Codes or Ordinances.

“I am” not a party to, nor am I an ‘Enemy of the Corporate State’, I am an ‘Ambassador’ of peace with privileges and immunity. [Article 4, Sec. 2, Cl. 1 ‘Citizen’]

As the ‘Attorney in Fact’, “I am” here by special appearance; a ‘Private Attorney General’ and hereby evoke the common law jurisdiction of the Court, as secured by the Northwest Territorial Ordinance of July 13, 1787 Article II. Whose status is secured by the fact that it originated from lawful government, and until there is a law or facts to rebut its authority which would to dismiss this CONTRACT as being valid, this Ordinance of July 13, 1787 stands as the foundation or our ‘lawful government in Michigan along with the 1963 constitution for “The State of Michigan” Article I section 23.

§ 23 Enumeration of rights not to deny others.

Sec. 23. The enumeration in this constitution of certain rights shall not be construed to deny or disparage others retained by the people.

As the prosecuting witness, “I am” one of the ‘People’, a ‘Man’, having a ‘Natural Person’, my ‘Authorized Representative’ in the State of Michigan, and of my Superior Court of Record under Common Law and Natural Law.

The controversy in this present matter is well over the twenty dollars as required and noted in the 7th. Amendment, as such the Grievant demands to have this matter settled by a “Trial by Jury” regarding Reynolds Township’s Default, and Racketeering practices as noted in MCR 2.603 (B)(3)(b)(iv), MCR 2.605 (B) & MCL 750.159m(2)(3)(b).

This ACTION cannot be heard before RONALD J. SCHAFER because of his prejudice and conflict of interest; has displayed a contempt for the law and 'Contempt' for the 'Common Law Court of Record' of Article 3 status, as noted in Case No. 16-H-21067-CK, No. 16-S-22059-CK and No. 17-S-22652-CK who is suspect of being an ANARCHIST.

Whenever any officer of the court commits fraud during a proceeding in the court, he/she is engaged in "fraud upon the court". In *Bulloch v. United States*, 763 F.2d 1115, 1121 (10th Cir. 1985), the court stated "Fraud upon the court is fraud which is directed to the judicial machinery itself and is not fraud between the parties or fraudulent documents, false statements or perjury. ... It is where the court or a member is corrupted or influenced or influence is attempted or where the judge has not performed his judicial function --- thus where the impartial functions of the court have been directly corrupted."

"Fraud upon the court" has been defined by the 7th Circuit Court of Appeals to "embrace that species of fraud which does, or attempts to, defile the court itself, or is a fraud perpetrated by officers of the court so that the judicial machinery cannot perform in the usual manner its impartial task of adjudging cases that are presented for adjudication." *Kenner v. C.I.R.*, 387 F.3d 689 (1968); 7 *Moore's Federal Practice*, 2d ed., p. 512, ¶ 60.23. The 7th Circuit further stated "a decision produced by fraud upon the court is not in essence a decision at all, and never becomes final."

SUBJECT MATTER: Reynolds Township Treasurer and Montcalm County Treasurer as named in the above said caption have each become a party to an extortion scheme based upon a '**direct tax**' in violation of U.S. Constitution, Article 1, Sec. 9, Cl. 4, which states, "**No Capitation, or other direct, Tax shall be laid, unless in Proportion to the Census or enumeration herein before directed to be taken.**".

[RACKETEERING] The unlawful conduct by the "Respondents" in taxing private property is called RACKETEERING in MCL 750.159m(2) for the following reasons.

1.] [NON-NEGOTIABLE TAX BILLS] - The Grievant is in possession of six alleged property tax 'Bills' of the assigns to patented private property, twelve alleged 'Bills' for 2015 and 2016; alleged 'Bills' that were sent and received, without any 'signature' [MCL 440.1201 ('kk'-Signed)] to validate said 'claims'; a requirement necessary to authenticate 'Bills of Exchange', [UCC 3-401] supporting the fact that said private properties are not subject to taxation, all of which have been returned and refused for cause. [See Exhibits].

UCC 3-401, (a) A person is not liable on an instrument unless (i) the person signed the instrument.

UCC Section 3-104, 'Official Comment' - ". . . Thus, the term "negotiable instrument" is limited to a signed writing that orders or promises payment of money.

[BLD 4th.] **'BILL OF EXCHANGE'**, "An unconditional order in writing addressed by one person to another, signed by the person giving it, requiring the person to whom it is addressed to pay on demand or at a fixed or determinable future time as sum certain in money to order or to bearer."

[BLD 4th.] **SIGNATURE**, "The act of putting down **a man's name at the end of an instrument** to attest its validity, the name thus written. A "signature" may be written by hand, printed, stamped, typewritten, engraved, photographed, or cut from one instrument and attached to another, and a signature lithographed on an instrument by a party is sufficient for the purpose of signing it; it being immaterial with what kind of instrument a signature is made.

2.] [NO CONTRACT] - The alleged bills have a **coupon** attached which indicates that there is a 'contract' to support it. I am not aware of any contract between the Township or the County and me.

The "Respondents" have failed to produce any evidence of being the 'holder-in-due course' [MCL 440.3305] of a **contract** [MCL 440.3305 (3) and

MCL 440.1203] that they have with the Grievant that would validate the alleged 'Bills' received by the "Grievant", which have been rescinded [MCL 440.3202 & 3204]; as such all claims against said private properties must be expunged for lack of contract and validation of their lawful authority to tax private property.

MCL 440.3305 (3), ". . . An obligor is not obliged to pay the instrument if the person seeking enforcement of the instrument does not have right of a 'holder in due course' . . ."

[BLD 6th.] **COUPONS**, "Interest and dividend certificates; also those parts of a commercial instrument which are to be cut, and which are evidence of something connected with the **contract** mentioned in the instrument."

There is a '**MORT CODE**' on the COUPON which applies to a dead person, a CORPORATE legal entity; a 'private person', a 'Corpse', so it's not something that I would use. Because it's codified [MORT CODE], this whole instrument comes under suspension.

NO COMMERCIAL AGREEMENT

Regarding the Reynolds Township Corporation: - **"Governments** descend to the level of a mere private corporation and takes on the character of a mere private citizen where private corporate commercial paper (securities) are concerned." "This entity cannot compel performance upon its corporate statute or rules unless it, like any other corporation or person is the holder-in-due course of some **contract** or commercial agreement between it and the party upon whom the payment and performance are made and thereby, willing to produce said documents and place the same evidence before trying to enforce its demands called statutes. For purposes of suit, such corporations and individuals **are regarded as entities entirely separate from government."**

- - *Bank of US v. Planters Bank, 9 Wheaton (22 US) 904, 6 L. Ed. 24, Clearfield Trust Co. v. United States 318 U.S. 363-371 (1942).*

"The state citizen is immune from any and all government attacks and procedure, absent contract." see, *Dred Scott vs. Sanford*, 60 U.S. (19 How.) 393 - - or as the Supreme Court has stated clearly, "...every man is independent of all laws, except those prescribed by nature. He is not bound by any institutions formed by his fellowmen without his consent." *CRUDEN vs. NEALE*, 2 N.C. 338 2 S.E. 70

3.] [PRIVATE PROPERTY IS EXEMPT] - According to **Michigan's Constitution Art. 9, Sec. 5**, it gives notice as to the 'class' or 'classes'

upon which property taxes are applied, it states that an 'ad valorem tax' can only be applied to **commercial, industrial, and utility property**, not private property.

Section 5 - “. . . The rate of taxation on such property shall be the average rate levied upon **other commercial, industrial, and utility property** in this state under the **general ad valorem tax** law . . .”

4.] [LAND PATENT EXCLUSION] - According to MCL 211.1 Property subject to taxation. Sec. 1, “that all property, real and personal, within the jurisdiction of this state; not expressly exempted, shall be subject to taxation.”

MCL 211.135, Recording of conveyances; tax certificate; excepted conveyances; register of deeds; violation; penalty.

(6) This Section **does not apply** to any of the following:

(f) To any **patent** executed by the president of the United States or the governor of this state.

- '**Land patent**' is defined [BLD] as, “a muniment of title issued by a government or state for the conveyance of some portion of the **public domain**.”

The assigns to PATENTED property which has been removed from PUBLIC DOMAIN are not within the jurisdiction of this State.

- '**Letters patent**' is defined [BLD] as “open letters as distinguished from letters close. An instrument proceeding from the government, and conveying a right, authority, or grant to an individual, as a patent for **a tract of land**, or for the **exclusive right to** make and sell a new invention.”

The **GRANT OF PRE-EMPTION RIGHTS** in the United States: [BLD 4th.] - “A privilege accorded by the government to the actual settler upon a certain limited portion of the public domain, to purchase such tract at a fixed price to the exclusion of all other applicants”

Nine Court cases which validate the land patent:

1.] - - "A patent issued, by the government of the United States is legal and conclusive evidence of title to the land described therein. No equitable interest, however strong, to land described in such a patent, can prevail at law, against the patent." - [*Land patents, opinions of the United States Attorney General's office, Sept (1869)*]

2.] - - "A patent is the highest evidence of title, and is conclusive against the government and all claiming under junior patents or titles, until it is set, aside or annulled by some judicial tribunal." - [*Stone v United States, 2 Wallace (69 U.S.) 765 (1865)*]

3.] - - "Issuances of a government patent granting title to land is the most accredited type of conveyance known to our law." - [*United States v Creek Nation, 295 U.S. 103 (1935); see also United States v. Cherokee Nation, 474 F.2d 628 (1973)*]

4.] - - "A patent of the United States; as a deed its operation is that of a quitclaim or rather of a conveyance of such interest as the United States possessed in the land." - [*Beard v. Federy, 70 U.S. 478, 3 Wall, 478, 18 L.Ed.88. (1865)*]

5.] - - "A patent is absolute title to land, an exclusive title, or at least a title which excludes all others not compatible with it. A Perfect Title to land cannot exist at the same time in different persons or in different governments, a land patent excludes all others and governments. (BLD 4th) - - See *Bovey-Shute Lumber Co. v. Erickson, 41 N.D. 465, 170, N.W. 628, 630.*

6.] - - "A patent is a complete appropriation of the land it describes; and at law, no defect in the preliminary steps can be tried." - *Stringer's Lessee v. Young, 3 Peters, 320; Boardman v. Reed's Lessees, 6 Peters, 328; 10 Cond. Reps. 135.*

7.] - - "Whatever may be the equities in third person, the patentee has the legal title; and a State law cannot confer on the equitable owner the rights to maintain an action of ejectment against the patentee." - *Bagnell v. Broderick, 13 Peters, 436; 13 Condl Reps. 325.*

8.] - - "If the defendant have the prior patent for the land, the plaintiff can prevail in equity only by showing prior valid entries." - *Hunt v. Wickliffe, 2 Peters, 201; 8 Cond. Reps. 85.*

9.] - - "The fee of lands sold by the United States, remains in the Government, until transferred by patent, which is a better legal title than a prior entry." - *Carman v. Johnson, 20 Missouri Reports, 108.*

5.]

[ABSOLUTE OWNER] - I have 'Warranty Deeds' for these properties, and according to **MCL 750.275**, a 'warranty deed' is considered an '**absolute warranty deed**' having the same status as that of the original 'PATENT' as noted in the following quote:

Section 275 - - "Use of words "**warranty deed**" or similar words--Any person who shall print, sell or keep for sale any blank forms of deeds containing the

words "warranty deed", or "warranty-deed-covenant-own-acts", or any similar words printed or written thereon, unless such deed is in fact an **absolute warranty deed**, and any person who shall knowingly use any such deed for the purpose of conveying title unless the same is an absolute warranty deed, shall be guilty of a misdemeanor."

[BLD 4th.] - "**Absolute** property is where a man hath solely and exclusively the right and also the occupation of movable chattels; distinguished from a qualified property, as that of a bailee." - "In the law of insurance that is an **absolute** interest in property which is so completely vested in the individual that there could be no danger of his being deprived of it without his own consent."

6.] [MAXIMS OF COMMERCE] - Agreement or consent is addressed in

MCR 2.603 (A)(1) and 'Under Rules of Civil Procedure' [Fed.R.Civil P. Rule 55].

Reynolds Township has not submitted an 'Affidavit' in their defense.

[BLD 4th.] **DEFAULT-JUDGMENT**, "Judgment entered against a party who has failed to defend against a claim that has been brought by another party. Under Rules of Civil Procedure, when a party against whom a judgment for affirmative relief is sought has failed to plead (i.e. answer) or otherwise defend, he is in default and a judgment by default may be entered either by the clerk or the court."

The **MAXIMS OF COMMERCE** exists and functions without respect to courts or legal Systems, four of its principles are:

1. 'In Commerce truth is sovereign'.
2. 'Truth is expressed by means of an affidavit'.
3. 'An un rebutted affidavit stands as the truth in Commerce'.
4. 'An un rebutted affidavit becomes the judgment in Commerce'.

7.] [ATTEMPTS TO EXTORT MONEY] - The County Treasurer has been

complaisant with the Treasurer of Reynolds Township in an attempt to extort money from me by the use of FORFUTURE NOTICES, in the absence of their being any CONTRACT to support her claim, in violation of MCL 750.213.

8.] [NO FACTS TO SUPPORT RESPONDENTS CLAIM] - In that there are no opposing Affidavits with FACTS, I have attached a Default Judgment ORDER for the Court to sign as authorized under F.R.C.P. Rule 55 and MCR 2.603.

9.] [DEFAULT ORDER] - In the event that the 'Default Judgment ORDER' is not signed, this 'Statement of Account' will continue and move forward before a trial by Jury as prescribed under MCR 2.605 (B).

10.] [STATUS OF THIS CIRCUIT COURT vs. SUPERIOR COMMON LAW COURT OF RECORD] - The "CIRCUIT COURT FOR THE COUNTY OF MONTCALM IN THE STATE OF MICHIGAN" represents the CORPORATION; a 'Legal Fiction' which is considered a private 'Religious Society'.

[BLD] Defines a **corporation** as, "an artificial person or legal entity created by or under the authority of the laws of a state. . . . Such entity subsists as a body politic under a special **denomination**, which is regarded in law as having a personality and existence distinct from that of its several members."

[BLD] Defines **denomination** as, "A society of individuals known by the same name, usually a **religious society**."

The Grievant is not a member of this 'Religious Society' and here to make an offering, but is here to be compensated for the damages incurred by the RACKETEERING done by the Respondents in the absence of a CONTRACT.

A.) The 'status' of the Judge in this present controversy must be held to the directives as expressed in the following law; according to MCL 600.410 the Circuit Court or a Circuit Judge are not included in having the delegation

of judicial authority under the plan of concurrent jurisdictions supporting its inferior status.

MCL 600.410 Plan of concurrent jurisdiction; delegation; prohibition.

A plan of concurrent jurisdiction adopted under this chapter shall **not** include a delegation of any of the following: - (a) A power of appointment to a public office delegated by constitution or statute to the Circuit court or a circuit judge.

(c) A power to appointment to a **public office** delegated by law to the district court or a district judge, unless that power of appointment is **delegated** to a court or judge **other than** the circuit court or a circuit judge.

A "public" meaning, "Pertaining to a state".

A "office" meaning, "Right to exercise public or private employment. . ."

Webster's New International Dictionary, 'Person', (7) Law, is defined as, "The **persons** known to international law are '**states**', - *T. E. Holland*, - page #1609.

[BLD 4th.] **DELEGATION**, - "A sending away; a putting into commission; the assignment of a debt to another; the intrusting another with a general power to act for the good of those who depute him; a body of delegates."

[BLD 4th.] **DELEGATE**, - "A person who is delegated or commissioned to act in the stead of another."

B.)__This issue of concurrent jurisdictions speaks to the presence of two completing realms of authority, the man, Sui juris and the CORPORATION under the 'color of law'. As commonly understood, the Circuit Court and the Circuit Judge represent the CORPORATE State of Michigan which is inferior to the Article 4, Section 2 Citizens who has privileges and immunity from the Corporation as noted in MCL 600.410 and 413 and 28USC Sec. 636(c)(2) and Section 1604 regarding foreign states.

[BLD 4th.] - A '**Court**', - In '**International Law**' is "the person [Name] and suite [Body] of the sovereign [Man created]; the place where the sovereign sojourns with his regal retinue, wherever that may be." - [The triad being of Man, regal retinue, Gen. 1:26,27 & 2:7]

It is the Court of the People as 'Citizens' described at Article 4, Sec. 2 of the United States Constitution in their Sovereign status in relationship with the "I Am" who are not of the 'Religious Society' of the CORPORATION as it is defined and not of those having the status of a 'U.S. citizens' which are subjects to the Inferior Corporate Courts of Equity; individuals 'born or naturalize' into a legal fiction.

[BLD 4th.] "A '**court of record**' is a judicial **tribunal** having attributes and exercising functions **independently of the person of the magistrate** designated generally to hold it, and proceeding according to the course of common law."

C.) The Grievant is of the Sovereign as defined in *United States Supreme Court* decisions, and he is the court; the suitor, making a special appearance under 'concurrent jurisdictions'.

MCL 600.413 Concurrent jurisdiction plans; design; objection to plan.

(1) Concurrent jurisdiction plans shall be designed to benefit the citizens **utilizing the courts involved** rather than the courts themselves or any judge or judges.

[BLD 4th.] **CONCURRENT JURISDICTION**, "The jurisdiction of several different tribunals, each authorized to deal with the same subject-matter at the choice of the suitor."

CONCURRENT POWER, "Political powers exercised independently in the same field of legislation by both federal and state governments."

FEDERAL, "Belonging to the general government or union of the states. Founded on or organized under the constitution or laws of the United States."

- "Constitutional Law. A term commonly used to express a league or compact between two or more states. . ."

- **WEBSTER'S NEW INTERNATIONAL DICTIONARY**, - 'Person', (7) Law, is defined as, "The **persons** known to international law are '**states**', - *T. E. Holland*, - page #1609.

"The sovereignty of a state does not reside in the persons who fill the different departments of its government, but in the People, from whom the government emanated; and they may change it at their discretion. Sovereignty, then in this country, abides with the constituency, and not with the agent; and this

remark is true, both in reference to the federal and state government.”
- (*Spooner v. McConnell*, 22 F 939 @ 943)

“People of a state are entitled to all rights which formerly belong to the King, by his prerogative.” - (*1829 US Supreme Court case Lansing v. Smith*)

D.)__As the Circuit Court Judge you only have jurisdiction to lawfully adjudicate this matter consistent to the mandates of the U.S. and Michigan’s Constitution, and to the benefit of the Suitor/Citizen/Grievant [MCL 600.413], which is also in agreement with 28USC Sec. 636 (c)(2) which states in pertinent part, that the court is to advise the parties that they are free to withhold consent **without adverse substantive consequences** unless there is a “Breach of Contract” filed on the record.

This Circuit Court and Judge has not been delegated judicial authority to act judicial unless it “is to the benefit of the citizens” utilizing the courts involved, this demand and restriction is “at the choice of the suitor”.

Sovereignty resides in the people as noted in ‘*US Supreme court in Julliard v. Greenman: 110 US 421*’-

- “*There is no such thing as a power of inherent sovereignty in the government of the United States In this country sovereignty resides in the people, and Congress can exercise no power which they have not, by their Constitution entrusted to it: All else is withheld.*”

The Courts belong to and are of the People described in Article 4, Sec. 2 of the United States Constitution in their Sovereign status as it is defined, and not to those ‘U.S. citizen’ noted in the 14th. Amendment who are subject to the Inferior CORPORATE Court of Equity.

Article 4, Section. 2.

The Citizens of each State shall be entitled to all Privileges and Immunities of Citizens in the several States.

[BLD 4th.] “A ‘**court of record**’ is a judicial **tribunal** having attributes and exercising functions **independently of the person of the magistrate** designated

generally to hold it, and proceeding according to the course of common law.” - -
[The Man is of the Sovereign as defined in *United States Supreme Court* decisions,
and he is the court, making a special appearance]

DAMAGES INCURRED

According to the ‘Statement of Account’, ‘Invoice Number 01925795’, the Reynolds Township Board has by tacit agreement, agreed that it has perpetrated a fraudulent claim against the ‘Secured Party Creditor’, an imposition on private property under the ‘color of law’; making false statements, a violation of MCL 750.157v; by assessing and taxing the assigns to patented properties list below; causing damages of historical proportions as far back as 1979 by the use of fraudulent ‘non-negotiable’ instruments.

1.] 72 times mailing a false and unauthorized non-negotiable ‘bills of exchange’.

2.] 72 times under the ‘color of law’ demanding and accepting payment in violation of Article 1, Section 10, Cl. 1.

3.] 72 times using the mail to extort FRNs from me by the use of the U.S. Mail service; ‘mail fraud’, which must be returned.

4.] 72 times applying a direct tax to private property in violation of Article 1, Sec. 9, Cl. 4.

Total cost for damages: 25,000,000.00 Dollars in FRNs by ‘assignment’, a sum certain consistent with the value of said ‘Statement of Account’; Invoice No. 01925795 and 01925702, per our agreement; for the return of Federal Reserve Notes that were extorted and for the damages caused by this extortion which did and has limited the financial potential of Grievant’s ‘estate’.

CONCLUSION/REMEDY

[BLD 4th.], DEFAULT, meaning “The state of a person who does not speak, or of one who refrains from speaking”, “The omission or failure to perform a legal duty”.

“In the law of estoppel, ‘silence’ implies knowledge and an opportunity to act upon it, “ESTOPPEL BY SILENCE”; embraces the idea of dishonesty.”

WHEREFORE, Pursuant to the present agreement with the Reynolds Township, the Court has judicial authority to **‘order’** that the alleged ‘bills’ be expunged, to the benefit of the citizens **utilizing the courts involved** rather than the courts themselves or any judge or judges and to **‘order’** Reynolds Township Board to have the 6 ‘PARCELS’ of private real property listed below removed from the Montcalm County Public tax roll. This responsibility is noted and authorized in - **‘THE LAW OF TAXATION IN MICHIGAN’, Section §238, ‘Presumptions’**. - - - states,

“The tax rolls are facie evidence of the regularity of the tax. Hence, taxes will be presumed to be assessed for a public purpose and not for a purpose forbidden by law“. Inasmuch as the board of supervisors have no control over township taxes, a township tax will be presumed legal without an **order** or certificate from the board. . . .”

Accordingly, the Court is demanded to require the ‘Respondents’ to pay the Grievant for the damages incurred and to remove said private properties from the ‘public tax roll’.

DEFINITIONS: Bill of exchange, Draft, Negotiable, Holder in due course, Signature and False Statements, and more.

MCL 440.3305(3), “. . . An obligor is not obliged to pay the instrument if the person seeking enforcement of the instrument does not have right of a ‘holder in due course’ . . .”

UCC Sec.3-104. Negotiable Instrument. (a) Except as provided in subsections (c) and (d), “negotiable instrument,” means an unconditional **promise or order to pay a fixed amount of money**, with or without interest or other charges described in the promise or order.

UCC Sec. 3-104, ‘Official Comment’ - “. . . Thus, the term “negotiable instrument” is **limited to a signed writing** that orders or promises payment of money.

(4) Instruments are divided into two general categories; drafts and notes. A draft is an instrument that is an order. A note is an instrument that is a promise. Section 3-104(e).

UCC Sec. 3-401 Signature. (a) A person is not liable on an instrument unless (1) the person signed the instrument, or (2) the person is represented by an agent or representative who signed the instrument and the signature is binding on the represented person under Section 3-402.

[BLD 4th.] **SIGNATURE**, “The act of putting down **a man’s name at the end of an instrument** to attest its validity, the name thus written. A “signature” may be written by hand, printed, stamped, typewritten, engraved, photographed, or cut from one instrument and attached to another, and a signature lithographed on an instrument by a party is sufficient for the purpose of signing it; it being immaterial with what kind of instrument a signature is made.

MCL 440.1201 Definitions. (39) “Signed” includes any symbol executed or adopted by a party with present intention to authenticate a writing, including a carbon copy of his or her signature.

NOTARY’S MANUAL, [N.M.] ‘Bills of Exchange’, SECTION 158, - “Definition and nature of, a **bill of exchange** is an unconditional order in writing addressed by one person to another, **signed by the person** giving it, requiring the person to whom it is addressed to pay on demand or at a fixed or determinable future, a sum certain in money to order or to bearer.” - **“Bearer”**. One who bears, carries, or holds a thing. Defined by the ‘Negotiable Instruments Act’ as the person in possession of a bill or note which is payable to bearer.

- [BLD 4th.] **“Draft”** is the common term for **a bill of exchange**; as being drawn by one person on another. - **“Bill”** means ‘bill of exchange’, and **“note”** means negotiable promissory note. - A **bill** of itself does not operate as an assignment of the funds in the hands of the drawee available for the payment thereof, and the drawee is not liable on the bill unless and until he accepts it.

MCL 750.157v, False statement of identity for purpose of procuring issuance of financial transaction device. Sec. 157v - A person who, knowingly and with intent to defraud, makes or causes to be made, directly or indirectly, a false statement in writing regarding his or her identity or that of any other person for the purpose of procuring the issuance of a financial transaction device, is guilty of a felony.

MRE, Rule 202. JUDICIAL NOTICE OF LAW

(a) When Discretionary. A court may take judicial notice without request by a party of (1) the common law, constitutions, and public statutes in force in every state, territory, and jurisdiction of the United States; (2) private acts and resolutions of the Congress of the United States and of the Legislature of Michigan, and ordinances and regulations of governmental subdivisions or agencies of Michigan; and **(3) the laws of foreign countries.**

(b) When Conditionally Mandatory. A court shall take judicial notice of each matter specified in paragraph (a) of this rule if **a party** requests it and (1) furnishes the court sufficient information to enable it properly to comply with the request (2) has given each adverse party such notice as the court may require to enable the adverse party to prepare to meet the request.

MCL 440.3601 Discharge; effect against holder in due course.

Sec. 3601.

(1) The obligation of a party to pay the instrument is discharged as stated in this article or by an act or agreement with the party which would discharge an obligation to pay money under a simple contract. (2) Discharge of the obligation of a party is not effective against a person acquiring rights of a holder in due course of the instrument without notice of the discharge.

MCL 750.213 Malicious threats to extort money.

Sec. 213. Malicious threats to extort money—Any person who shall, either orally or by a written or printed communication, maliciously threaten to accuse another of any crime or offense, or shall orally or by any written or printed communication maliciously threaten any injury to the person or property or mother, father, husband, wife or child of another with intent thereby to extort money or any pecuniary advantage whatever, or with intent to compel the person so threatened to do or refrain from doing any act against his will, shall be Rendered Wednesday, November 30, 2016 Page 105 Michigan Compiled Laws Complete Through PA 320 of 2016 guilty of a felony, punishable by imprisonment in the state prison not more than 20 years or by a fine of not more than 10,000 dollars.

MCL 750.159m Property subject to civil in rem forfeiture; exceptions; encumbrances; attorney fees.

(2) Real property that is the primary residence of the spouse of the owner is not subject to civil in rem forfeiture under this section and sections 159n to 159q, unless that spouse had prior actual knowledge of, and consented to and participated in the commission of, the racketeering activity. Real property that is the primary residence of a dependent minor child of the owner is not subject to civil in rem forfeiture under this section and sections 159n to 159q.

(3) Property is not subject to civil in rem forfeiture if either of the following circumstances exists:

(b) The owner of the property served notice of the commission of the crime upon an appropriate law enforcement agency.

List of private properties:

PARCEL CODE NUMBER: 59-017-008-009-21

POSSIBLE OVERLAP IN DESC--SEE COMMENTS 682-822&695-1271 009-00/1992 009-20/1993PART OF S DES AS COM AT S 1/4 COR OF SEC 8; TH N 89 DEG W 1077.1 FT ALONG S SEC LINE TO POB; TH CONT FT; N 233.35 FT; S 89 DEG E 280 FT; S 233.35 FT TO P OF BEG SEC8 T12N RIO W 1.5 AC M/L 1/2 OF SW ¼ N 89 DEG W 280

PARCEL CODE NUMBER: 59-017-008-009-50

PARCEL B PART OF S 1/2 OF SW 1/4 DBS AS COM AT SW COR OF SEC 8; TH N 01 DEG W 300.02 FT ALONG W SEC LINE TO POB; TH N 85 DEG E 300 FT; N 01 DEG W 346.15 FT; 8 84 DEG W 300.08 FT TO W SEC LINE; S 01 DEG E 344.56 FT TO P OF BEG SEC 8 T12N R10W 2.38 AC MIL

PARCEL CODE NUMBER: 59-017-008-009-40

PARCEL A PART OF S 1/2 O F S W 1/4 DES A S C O M AT S W COR OF SEC 8: T H N 01 D E C W 644.58 FT A L O N G W SEC LINE T O ROB; TH N 85 DEG E 300.08 FT; N 01 D E C W 346.15 FT; S 84 DEG W 300.17 FT TO W SEC LINE; S 01 D E C E 344.56 FT TO P OF B E G SEC 8 T 1 2 N R 1 0W 2.38 AC M/L

PARCEL CODE NUMBER: 59-017-008-009-30

773-959 009-11/1996 PART OF SW 1/4 OF SW 1/4 DES AS COM AT SW COR OF SEC 8; TH N 01 DEC W 980.2 FT ALONG W SEC LINE TO POB; TH CONT N 01 DEC W ALONG W SEC LINE 330 FT TO W 1/8 COR OF SW 1/4; N 85 DEG E 660.77 FT ALONG S 1/8 LINE; S 01 DEG E 330 FT; S 85 DEG W 660.77 FT TO P OF BEG SEC 8 T12N R10W 5 AC M/L.

PARCEL CODE NUMBER: 59-017-008-010-11

PART OF W 1/2 OF SE 1/4 DES AS COM AT E 1/4 COR OF SEC 8; TH N 89 DEG W 1302.58 FT ALONG E-W 1/4 LINE; S 02 DEG E 33 FT TO FOB; TH CONT S 02 DEG E 512.07 FT; S 87 DEG W 569.14 FT; S 04 DEG E 542.63 FT; S 86 DEG W 177.36 FT; S 04 DEG E 1238.15 FT; N 89 DEG W 637.81 FT TO N-S 1/4 LINE; N 01 DEG W 1704.98 FT; N 84 DEG E 474.69 FT; N 01 DEG W 463.64 FT TO A POINT 33 FT S OF E-W 1/4 LINE; N 83 DEG E 827.46 FT TO P OF BEG SEC 8T12N R10W 35.1 AC M/L

PARCEL CODE NUMBER: 59-017-008-009-13

S 1/2 OF SW 1/4 EX COM AT S IM COR OF SEC 8; TH N 89 DEG W 1077.1 FT ALONG S SEC LINE TO POB; TH CONT N 89 DEG W 280 FT; N 233.35 FT; S 89 DEG E 280 FT; S 233.35 FT TO P OF BEG & EX COM AT SW COR OF SEC 8; TH N 01 DEG W 980.2 FT ALONG W SEC LINE TO POB; TH CONT N 01 DEG W ALONG W SEC LINE 330 FT TO W 1/8 COR OF SW 1/4; N 85 DEG E 660.77 FT ALONG S 1/8 LINE; S 01 DEG E 330 FT; S 85 DEG W 660.77 FT TO P OF BEG & EX BEG AT SW COR OF SEC 8; TH N 85 DEG E 1307.04 FT ALONG S SEC LINE; TH N 01 DEG W 300 FT; N 85 DEG E 1006.68 FT; N 01 DE

"I declare that the statements above are true to the best of my information, knowledge, and belief."

- Without Prejudice & Without Recourse -

See attached:

By: _____, Sui Juris
UCC-1 Andrew Stuart Ouwenga, Auth.
Rep., Affiant, 3 Statement of Accounts Secured
Party Creditor, Attorney in fact,
6 2015 winter Tax Bills Michigan National
Notarial Protest Mailing Address:
Cost of Damages c/o: 10213 Dagget Rd.

ORDER FOR DEFAULT JUDGMENT
[49329]

Howard City, Michigan

Common Law Right
Thumb Print Seal:

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