



Copy to Judge

FILED In The

Office of the Court Clerk

Conditional Acceptance for the Value/Agreement/Contract no.

482912-NAWOCNOEDIGLAVRO-0125000370-16000000

FEB 19 2019

FILE ON DEMAND

IN THE CLEVELAND COUNTY, OKLAHOMA DISTRICT COURT; OKLAHOMA STATE OFFICE OF THE UNITED STATES SUPREME COURT; STATE OF OKLAHOMA; GOVERNOR OF THE STATE OF OKLAHOMA; OKLAHOMA ATTORNEY GENERAL; OKLAHOMA SECRETARY OF STATE; STATE OF OKLAHOMA LEGISLATURE; OKLAHOMA DEPARTMENT OF CORRECTIONS; UNITED STATES OF AMERICA; UNITED STATES EXECUTIVE OFFICE OF THE PRESIDENT; UNITED STATES ATTORNEY GENERAL; UNITED STATES SECRETARY OF STATE; UNITED STATES CONGRESS; DEPARTMENT OF DEFENSE, INTERIOR, AGRICULTURE, AND TREASURY

Case Numbers:

CF-1995-741 in CLEVELAND COUNTY OK DIST CT

CF-1996-624 in CLEVELAND COUNTY OK DIST CT

DEMAND A SHOWING OF CAUSE, WRIT OF CORAM NON JUDICE AND EVIDENTIARY HEARING!

Parties:

COWAN, ORVAL GIDEON, et al

v.
UNITED STATES OF AMERICA
STATE OF OKLAHOMA

ACCEPTANCE OF THE CORPORATE OFFER TO CONTRACT WITH FULL IMMUNITY AND WITHOUT RECOURSE-I
NOTICE OF DEFAULT AND OPPORTUNITY TO CURE

There is some confusion; I believe someone is attempting to simulate a lawful process. It appears to the necked eye and the unsuspecting individual that there is a claim that someone was under contract, and that somehow the contract was breached, and that somehow this civil agreement could equate to a criminal liability. I on behalf of the DEFENDANT object- without recourse, and demand proof be made to appear on the record as to such validity of an erroneous presumption.

I, acting on behalf of the defendant hereby object

to the Court's jurisdiction which is our right-

U.S. Supreme Court
Rhode Island v. Massachusetts, 37 U.S. 12 Pet. 657 (1838)
Rhode Island v. Massachusetts
37 U.S. (12 Pet.) 657
Syllabus

"... Jurisdiction is the power to hear and determine the subject matter in controversy between parties to a suit -- to adjudicate or exercise any judicial power over them. An objection to jurisdiction on the ground of exemption from the process of the court in which the suit is brought or the manner in which a defendant is brought into it is waived by appearance and pleading to issue, but when the objection goes to the power of the court over the parties or the subject matter, the defendant need not, for he cannot give the plaintiff a better writ, or bill,

... Its action (the court) must be confined to the particular cases, controversies, and parties over which the Constitution and laws have authorized it to act; any proceeding without the limits prescribed is *CORAM NON JUDICE*, and its action a nullity.

And whether the want or excess of power is objected by a party or is apparent to the Court, it must surcease its action or proceed extrajudicially.

Jurisdiction is the power to hear and determine the subject matter in controversy between parties to a suit, to adjudicate or exercise any judicial power over them; the question is, whether on the case before a court, their action is judicial or extra-judicial; with or without the authority of law, to render a judgment or decree upon the rights of the litigant parties. If the law confers the power to render a judgment or decree, then the court has jurisdiction; what shall be adjudged or decreed between the parties, and with which is the right of the case, is judicial action, by hearing and determining it. 6 Peters, 709; 4 Russell, 415; 3 Peters, 203-7" Cited by STATE OF RHODE ISLAND v. COM. OF MASSACHUSETTS, 37 U.S. 657, 718 (1838)

From the beginning this party has said, as stated, has objected to the Court's jurisdiction, documenting the unwillingness of the defendant to submit to the Court's jurisdiction leaving the court and the so-called prosecution in want of writ and/or bill- An objection to jurisdiction on the ground of exemption from the process of the court in which the suit is brought or the manner in which a defendant is brought into it ... but when the objection goes to the power of the court over the parties or the subject matter, (as was the case and is the case at present) the defendant need not, for he cannot give the plaintiff a better writ, or bill" rendering the proceedings and any orders, decrees, judgments, warrants, decisions any proceeding without the limits prescribed is *CORAM NON JUDICE*, and its action a nullity!

"Where a Court has jurisdiction, it has a right to decide every question which occurs in the cause; and whether its decision be correct or otherwise, its judgment, until reversed, is regarded as binding in every other Court. But, if it acts without authority, its judgments and orders are regarded as nullities.

FEB 18 2018

They are not voidable, but simply void; and form no bar to a recovery sought, even prior to a reversal, in opposition to them. They constitute no justification; and all persons concerned in executing such judgments or sentences, are considered, in law, as trespassers.

Elliott v Peirsol, 1 Pet. 328, 340. 26 U.S. 328, 340, 7L.Ed. 164 (1828)

WRIT OF CORAM NON JUDICE

In presence of a person not a judge. When a suit is brought and determined in a court which has no jurisdiction in the matter, then it is said to be **CORAM NON JUDICE**, and the judgment is void.

OBJECTION

The act of a party who objects to some matter or proceeding in the course of a trial, or an argument or reason urged by him in support of his contention that the matter or proceeding objected to is improper or illegal; used to call the court's attention to improper evidence or procedure.

We, accept your offer the contract under the following terms and conditions and this shall be construed as a counter offer, done with full immunity and without recourse with respects the undersigned and his avatar; I shall be deemed to have obtained the age of majority retroactively, and to have disaffirmed any and all contracts made in infancy! I shall be deemed and it shall be held and adjudicated that I am a competent, natural Man, a natural living person, that my words are never to be construed liberally, but contextually, nunc pro tunc, March 21, 1994. The only law that shall apply to my person are the principles of the "Golden rule" otherwise known as *The Common Law*. Acceptance of your offer is contingent on the aforementioned and your rebutting each and every one of the proof of claim herein, point by point with facts and conclusions of the law of the land, original jurisdiction, common law, and that I and my property and my Interest are to be considered and held fully indemnified against any and all consequences as this agreement entered into is without recourse on my behalf and interest.

It is believed that you are a commercial entity, conducting commercial business, an entity that files **COMPREHENSIVE ANNUAL FINANCIAL REPORTS** inclusive of references, notes, ledgers, term definitions and by this conduct you document that you do not represent the sovereign order a private organization, engaging in private contracts to offer and subscription and/or application. I acting on my own behalf and on behalf of the defendant choose not to enter or engage in contract unless it's under my terms. My terms are spelled out within the body of this instrument, if you should except those/these terms in their entirety without exception and/or amendment and or augmentation, then we shall proceed. If you choose not to accept the terms of this contract, then you have subjected my person, my interests, my estate, my assets, my property to involuntary servitude, which is illegal in all venues within the borders of the United States of America, a crime for which it is punishable by imprisonment and a fine, and restitution for damage done. This shall serve as notice upon yourself and upon the agents acting in agreement and in conspiracy with you to accomplish the ends for which you presume justify the means. You are held liable under the terms of arbitration specified herein, arbitration is an administrative remedy

that has not been exhausted as yet, a remedy that remains available to my person, to my interests, to my estate, with reference my property.

I would therefore demand that there be a showing of cause, that a warrant, affidavit, and the contract be made to appear on the record immediately which would somehow under some felonious circumstances purport to grant the court jurisdiction.

Now, just so that we have a clear understanding, I believe that someone held a hearing 'ex parte' by which they sought to obtain a warrant, however, it must be known that no warrant shall issue unless upon probable cause, in accord with due process of law. The due process of law that is guarantee is every person in America be they legal person. Physical person, juristic person, and/or natural person, and or artificial person, is that of common-law. Common law was the law in operation at the time and reference when the due process clause was introduced. The so-called courts are not courts of original jurisdiction, under the constitution as that is reserved for the Supreme Court. So since it is an absolute necessity that a party be notified before being subjected to any significant deprivation of rights, and that the hearing not be fixed in form. I will need such to be produced on the record where notification was sent to the alleged defendant and/or his party representative, and I must demand that information be made to appear immediately!

A continuing and running challenge to jurisdiction!

The instant Conditional Acceptance for the Value/Agreement/Contract

No. 482912-NAWOCNOEDIGLAVRO-0125000370-16000000[©] was sent by Priority Mail, with Certificate of Mailing, postage prepaid on, or about, January 22nd, 2019. Claimant has proofs of delivery in his possession showing that all respondent parties had received service of their copy of the said Contract on or about January 25, 2019, giving all parties ten (10) calendar days after receipt of said contract in which to answer. We have not received a response from Respondents as of this date, so we will need Respondents to provide proof of delivery that you had indeed responded to each and every point of averment or proof of claim within the ten (10) day allotted time.

Per the terms of said instant **Conditional Acceptance for the Value/Agreement/Contract** No. 482912-NAWOCNOEDIGLAVRO-0125000370-16000000[©], DEFAULT exists on the part of all Respondents thereto; therefore if you do not provide said proof within three (3) days/seventy-two hours upon receipt of this NOTICE OF DEFAULT AND OPPORTUNITY TO CURE. Respondents Default will be established and we will proceed to procure Judgment(s) against said named parties in Default through Arbitration.

Dated this 13th day of February, 2019.

Respectfully, Without Recourse,

Orval Gideon Cowan

Orval Gideon Cowan, a Living Natural Man
c/o 3048 NW 11th, Oklahoma City, Oklahoma

Certificate of Service

I, Orval Gideon Cowan, certify that on, or about, February 13th, 2019, I sent a true and correct copy of the original *NOTICE OF DEFAULT AND OPPORTUNITY TO CURE*, by First Class Mail, with Certificate of Mailing, postage prepaid to the following:

X CLEVELAND COUNTY DISTRICT COURT
CLEVELAND COUNTY COURTHOUSE
200 SOUTH PETERS AVENUE
NORMAN, OKLAHOMA 73069-6070

STATE OF OKLAHOMA GOVERNOR
OKLAHOMA STATE CAPITOL
2300 N LINCOLN BLVD, ROOM 212
OKLAHOMA CITY, OKLAHOMA 73105

OFFICE OF THE OK ATTORNEY GENERAL
313 NE 21ST SREET
OKLAHOMA CITY, OKLAHOMA 73105

OKLAHOMA SUPREME COURT Judicial Center
2100 N LINCOLN BLVD, SUITE 1
OKLAHOMA CITY, OKLAHOMA 73105-4907

OFFICE OF THE SECRETARY OF STATE OF OK
421 NW 13TH, SUITE 210
OKLAHOMA CITY, OKLAHOMA 73103

OKLAHOMA STATE LEGISLATURE
OKLAHOMA STATE CAPITOL
2300 N LINCOLN BOULEVARD
OKLAHOMA CITY, OKLAHOMA 73105

SUPREME COURT OF THE UNITED STATES
1 FIRST STREET, NE
WASHINGTON, D.C. 20543

OKLAHOMA DEPARTMENT OF CORRECTIONS
P.O. BOX 11400
OKLAHOMA CITY, OKLAHOMA 73117

UNITED STATES EXECUTIVE
OFFICE of the PRESIDENT
WHITE HOUSE
1600 PENNSYLVANIA AVENUE, NW
WASHINGTON, D.C. 20500

UNITED STATES ATTORNEY GENERAL
U.S. DEPARTMENT OF JUSTICE
950 PENNSYLVANIA
WASHINGTON, D.C. 20530-0001

UNITED STATES DEPT. OF DEFENSE
1400 DEFENSE PENTAGON
WASHINGTON, D.C. 20310-1400


UNITED STATES CONGRESS
UNITED STATES CAPITOL BUILDING
WASHINGTON, D.C. 20515

UNITED STATES SECRETARY OF STATE
2201 C. STREET, NW
WASHINGTON, D.C. 20520


Orval Gideon Cowan

Errol Hideon Cowan
c/o 3145 W. Main St.
Oklahoma City, Oklahoma
903068 NW 11th

1000




73069



U.S. POSTAGE PAID
FORM LETTER
SPRINGFIELD, CO.
FEB 14 19
AMOUNT

\$0.00

R2304W121951-01



District of Columbia

Cleveland County Courthouse
Cleveland County Courthouse
200 South State Avenue
Norman, Oklahoma 73069-6070

73069-602999

